City of Ukiah

City Council Regular Meeting

AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482

May 1, 2019 - 6:00 PM

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

3.a. Presentation and discussion of the Third Quarter Financial Report for the City of Ukiah.
Recommended Action: Receive and file; provide direction if necessary.
Attachment 1 - Third Quarter Financial Report

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

5.a. Approval of the April 17, 2019, Budget Workshop and Regular Meeting Minutes.
Recommended Action: Approve the Minutes of April 17, 2019, Budget Workshop and Regular Meeting, as submitted.
Attachment 1 - Draft Minutes for April 17, 2019

6 RIGHT TO APPEAL DECISION

Persons who are dissatisfied with a decision of the City Council may have the right to a review of that decision by a court. The City has adopted Section 1094.6 of the California Code of Civil Procedure, which generally limits to ninety days (90) the time within which the decision of the City Boards and Agencies may be judicially challenged.

7 CONSENT CALENDAR

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember or a citizen in which event the item will be considered at the completion of all other items on the agenda. The motion by the City Council on the Consent Calendar will approve and make findings in accordance with Administrative Staff and/or Planning Commission recommendations.

7.a. Consideration of Approving Five Landmark Tree Nominations for Landmark Tree Status.
Recommended Action: Approve five Landmark Tree nominations for six distinguished trees;

two Pecan, one Deodar Cedar, one Douglas Fir, one Valley Oak and one Coastal Redwood for Landmark Tree status.
Attachment 1 - Landmark Tree
Attachment 2 - Landmark Tree
Attachment 3 - Landmark Tree
Attachment 4 - Landmark Tree
Attachment 5 - Landmark Tree

7.b. Council Approval of a Budget Amendment to Complete the Balance of Expenditures Necessary to Close Out the National Oceanic and Atmospheric Administration National Geodetic Survey Grant.
Recommended Action: Approve a budget amendment to complete the balance of expenditures necessary to close out the National Oceanic and Atmospheric Administration (NOAA) National Geodetic Survey for Observatory Park in the amount of $5,205.44.
Attachment 1 - NOAA Contract Agreement

7.c. Approve Change Order to Purchase Order 45968 Issued to Redwood Ford in the Amount of $13,147.75 to Add a Van Box to the Cutaway Cab and Chassis for the Camera Truck.
Recommended Action: Approve Change Order to Purchase Order 45968 Issued to Redwood Ford in the Amount of $13,147.75 to Add a Van Box to the Cutaway Cab and Chassis for the Camera Truck.
Attachment 1 - PO 45968 Redwood Ford
Attachment 2 - Quote
Attachment 3 - Vehicle & Heavy Equipment Request & Justification Form

7.d. Renewal of an Agreement between the City of Ukiah and the Pub for the Ukiah Sports Complex Concession Services.
Recommended Action: Authorize the renewal of an agreement with The Pub for concession services at the Ukiah Sports Complex.
Attachment 1 - Agreement

7.e. Adoption of Resolution to Extend the Declaration of a Local Emergency Related to the 2019 Winter Storm Event.
Recommended Action: Adopt Resolution to extend the declaration of a Local Emergency related to the 2019 Winter Storm Events.
Attachment 1 - Local Emergency City of Ukiah
Attachment 2 - Local Emergency City of Ukiah
Attachment 3 - Local Emergency City of Ukiah
Attachment 4 - Local Emergency City of Ukiah
Attachment 5 - Local Emergency City of Ukiah
Attachment 6 - Local Emergency City of Ukiah

8 AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

9 COUNCIL REPORTS

10 CITY MANAGER/CITY CLERK REPORTS

11 PUBLIC HEARINGS (6:15 PM)

12 UNFINISHED BUSINESS

12.a. Discussion of Whether the City Should Authorize and Regulate Cannabis Special Events within the City Limits.
Recommended Action: Provide direction to Staff as to whether cannabis special events should be authorized in the City of Ukiah and, if so, where such events shall be located, and whether sales and consumption of cannabis should be allowed at such events.
None

12.b. Consideration of a Financial Contribution and Corresponding Budget Amendment in the Amount of $50,000 to the Inland Water and Power Commission for a Feasibility Study of a Potential Licensing Proposal and Other Related Costs for the Potter Valley Project.
Recommended Action: Approve budget amendment and Deposit $50,000 with Inland Water and Power Commission for a feasibility study of a potential licensing proposal for the Potter Valley Project and other related costs.
None

12.c. Approve Plans and Specifications for Northwestern Pacific Rail Trail, Phase 2, Specification No. 17-12 and Direct Staff to Advertise for Bids.
Recommended Action: Approve Plans and Specifications for Northwestern Pacific Rail Trail, Phase 2, Specification No. 17-12 and Direct Staff to Advertise for Bids.
ATTACHMENT 1 - PLANS AND SPEC 17-12.pdf

12.d. Approve Plans and Specifications for Northwestern Pacific Rail Trail, Phase 3, Specification No. 18-04 and Direct Staff to Advertise for Bids.
Recommended Action: Approve Plans and Specifications for Northwestern Pacific Rail Trail, Phase 3, Specification No. 18-04 and Direct Staff to Advertise for Bids.

13 NEW BUSINESS

13.a. Approval of Plans and Specifications for the 2019 Street Rehabilitation Project and Authorize Staff to Issue Bids for Specification No. 19-08.
Recommended Action: Approve Plans and Specifications for the 2019 Street Rehabilitation Project and authorize Staff to issue bids for Specification No. 19-08.
ATTACHMENT 1 - PLANS SPEC 19-08

13.b. Adoption of Resolution Supporting Draft Master Plan and Environmental Assessment for Lake Mendocino and Coyote Valley Dam, and Authorization for Mayor to Execute Corresponding Letter to Congressman Huffman.
Recommended Action: Adopt resolution supporting the Draft Master Plan and Environmental

Assessment for Lake Mendocino and Coyote Valley Dam, and authorize the Mayor to execute the corresponding letter to Congressman Huffman.
Attachment 1 Draft Plan
Attachment 2 Letter to Huffman
Attachment 3 Resolution Lake Mendocino

13.c. Consideration of and Authorization for the Mayor to Sign a Letter of Support for AB 437, the Move-in Loan Program.
Recommended Action: Authorize the Mayor to sign a letter of support to Assemblymember Jim Wood for AB 437, the Move-in Loan Program.
Attachment 1- 2018 HCD income limits
Attachment 2- Fact Sheet AB 437 -4.15.19
Attachment 3- AB 437 letter of support

13.d. Receive Updates on City Council Committee and Ad Hoc Assignments and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).
Recommended Action: Receive report(s). The Council may also consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).
Attachment 1 - 2019 City Council Special Assignments & Ad Hocs

14 CLOSED SESSION – CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING.

14.a. Conference With Legal Counsel—Anticipated Litigation
(Government Code Section 54956.9(d))
A. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (Number of potential cases: 1.)
B. Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)
Recommended Action: Confer in Closed Session

14.b. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUK-CVPT-2018-70200
Recommended Action: Confer in Closed Session

14.c. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session

14.d. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 003-040-77; 003-040-78; 003-040-79
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Shapiro/Danco
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session

14.e. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-273-19-00 and 002-273-30-00
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Bank of America
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session

14.f. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-192-14-00 (280 E. Standley)
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Onetogether Solutions
Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

15 ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 72 hours prior to the meeting set forth on this agenda.

Kristine Lawler, City Clerk

Agenda Item No.: 3a

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-662-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Presentation and discussion of the Third Quarter Financial Report for the City of Ukiah.

DEPARTMENT: Finance **PREPARED BY:** Daniel Buffalo

ATTACHMENTS:
Attachment 1 - Third Quarter Financial Report

Summary: The City Council will receive a presentation on the Third Quarter Financial Report for the City of Ukiah.

Background: The report provides readers with a summary of the City's financial position and activities through the fiscal year period ending March 31, 2019.

Discussion: This quarter's financial report has be revised and produced using the City's OpenGov platform. The following link will direct readers to the report, which is a dynamic and navigable presentation allowing readers to drill down into data to explore more detail than the former report offered.

https://stories.opengov.com/ukiahca/published/EUOR2o7SF

The report is attached also in pdf as Attachment 1, which includes the same link above. The report is meant to be viewed through the OpenGov platform via a web browser; consequently, the format of the attached pdf is not as clean. However, staff continues to work with OpenGov to refine the ability of readers to download to pdf and

RECOMMENDED ACTION: Receive and file; provide direction if necessary.

BUDGET AMENDMENT REQUIRED: No
CURRENT BUDGET AMOUNT: N/A
PROPOSED BUDGET AMOUNT: N/A
FINANCING SOURCE: N/A
PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A
COORDINATED WITH: City Manager's Office

Approved: Sage Sangiacomo, City Manager

print the report, if desired.

2

CITY OF UKIAH

March 31, 2019

QUARTERLY FINANCIAL REPORT

THIRD QUARTER, 2018-19

Purpose of this Report

This report is intended to provide City management, the city council, and the community a general update on the financial activities and condition of the City on a quarterly basis. In addition to providing financial information it provides a narrative or annotations on financial highlights meant to give context to the numbers, charts, and graphs found throughout.

For those reading this report in hard copy or in pdf, the report through the City's OpenGov platform can be found here:

https://stories.opengov.com/ukiahca/published/EUOR2o7SF

Budget information is also provided in this report, and a link to the City's fiscal year 2018-19 adopted budget can be found here:

Annual Operating and Capital Budget, FY 2018-19

Financial Summary

In this section we report on the financial activities of the City as a whole (City-wide), which include all governmental and proprietary (enterprise and internal service) funds, all City departmental activities, and information on the status of capital improvement projects identified by the City Council.

Financial highlights of the last nine months ending March 31, 2019 include the following:

- Expenditures by character of $73.1 mil outpaced revenue City-wide of $53.8 mil by $19.4 mil. This was anticipated in the budget as the City uses available reserves for capital projects as well as timing differences of when revenues are recorded, e.g. property tax receipts.
- Capital expenditures were $24.8 million, of which $3.6. million was for paid for by the general fund ($2.1 mil from Measure Y sources).
- Major enterprise funds remained well capitalized and able to meets their service demands. The general fund has employed reserves to cover cash flow needs related to the Redwood Business Park improvements.
- Top ten revenues of the general fund came in higher than the same period last year, driven by increasing sales tax, new revenue sources (Measure Y) and TOT revenue. However, sales tax revenues are expected to be lower by year-end than anticipated in the budget. Finance continues to monitor those revenues closely. No resulting adjustments to the budget are recommended at this time.
- Most departments and activities are on pace or under budget estimates. The only exception is in the City Manager's Office>City-Wide Administrative Services where workers comp expenditures were higher than originally budgeted as the City moves to more aggressively fund related liabilities with its JPA insurance carrier, REMIF.
- Personnel expenses totaled to 31.0% of total City expenditures. Materials, services, insurance, and supplies totaled to 24.9%, while debt service and capital outlay rounded out the remaining amount at 10.1% and 34.0%, respectively.

For More Information. This report is prepared by the City's Finance Department and is a summary based on detailed information produced by its financial management system. If you would like additional information, or have questions about this report, please call the Finance Department at 707.463.6220.

ATTACHMENT 1

City-Wide: Balance Sheet

March 31, 2019

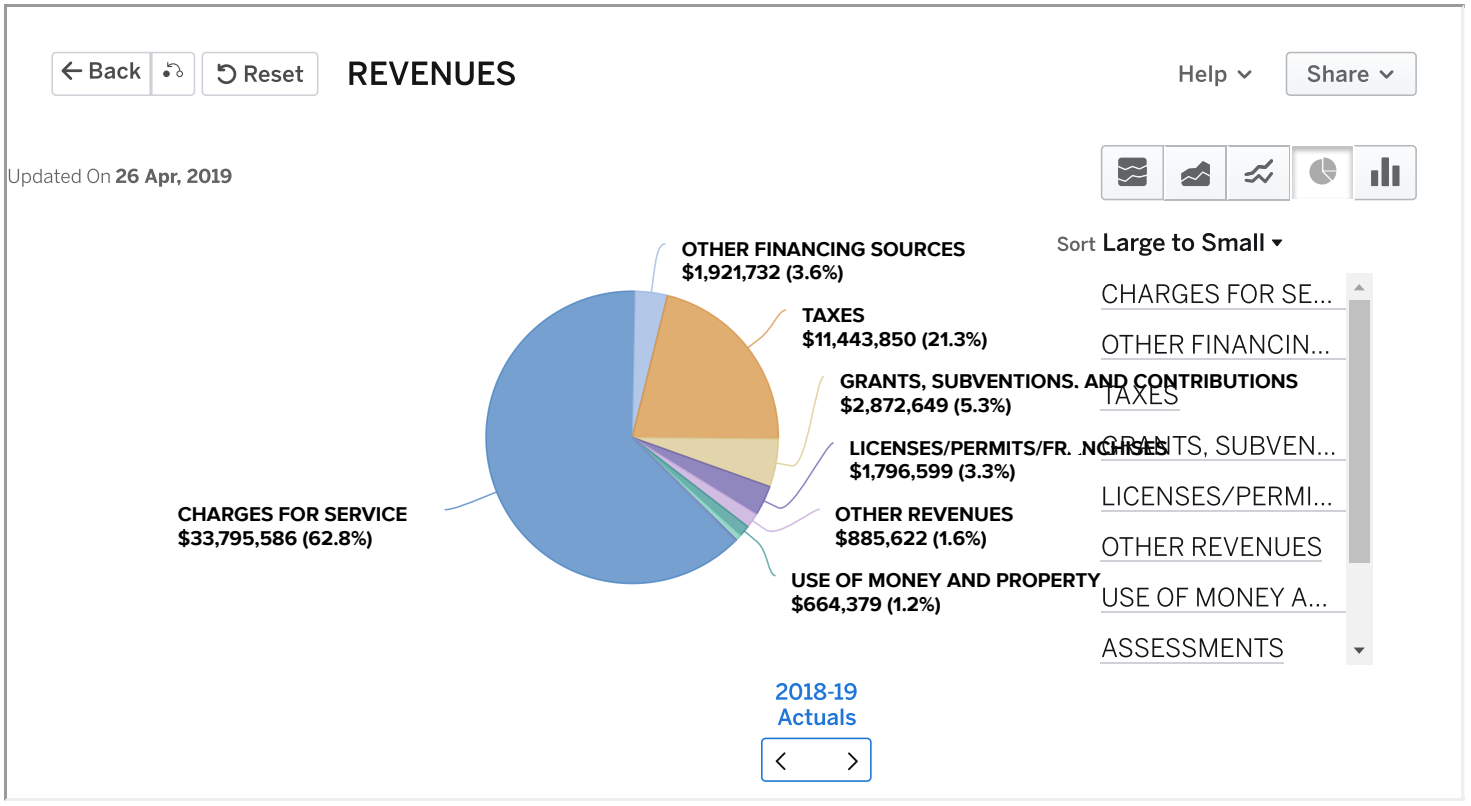
← Back | Reset | **Types** | Help | Share

Updated On **26 Apr, 2019**

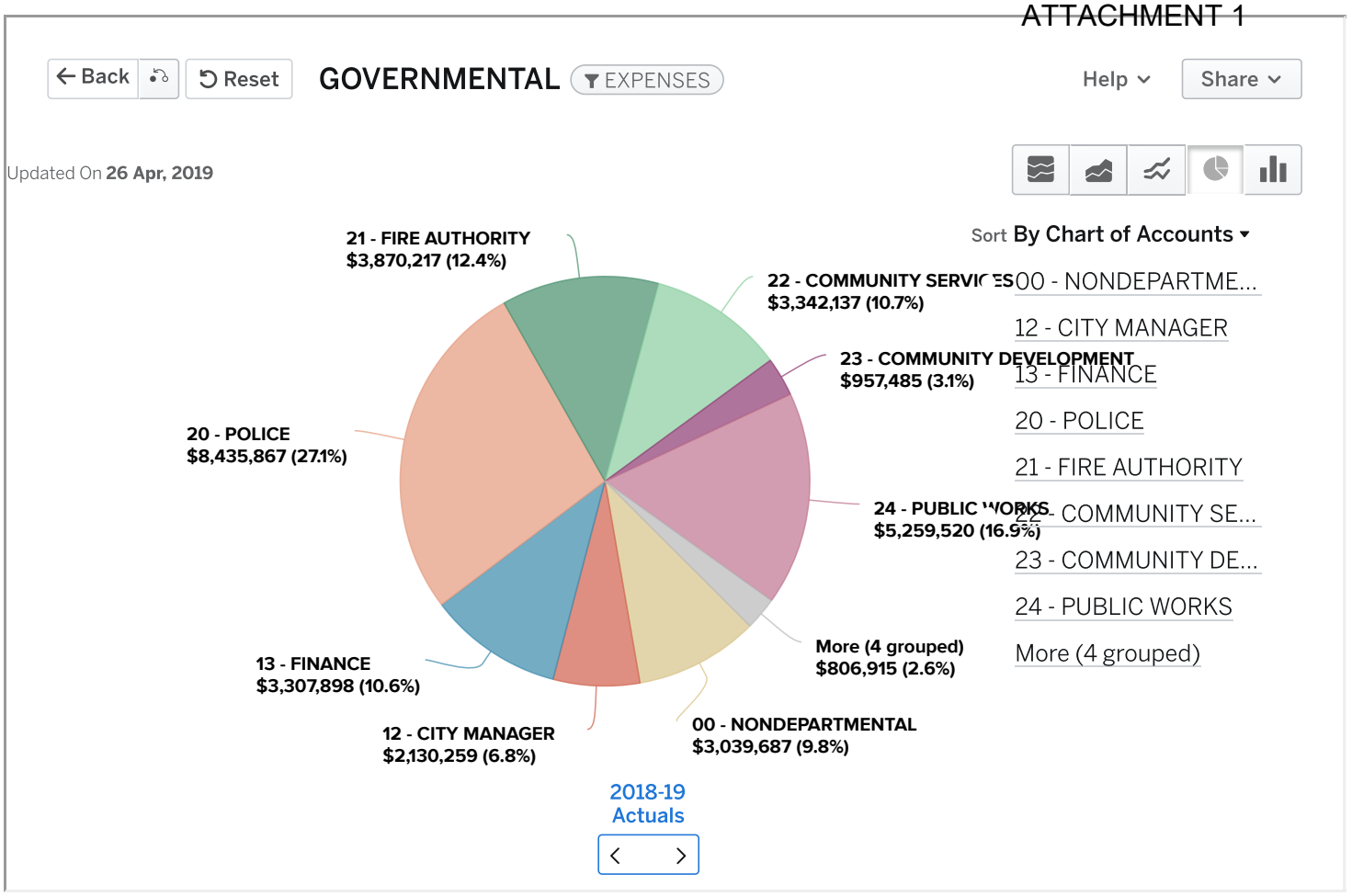
Calculated Change in Fund Balance / Net Assets is not shown in the visualization

Expand All	2016-17 Actuals	2017-18 Actuals	2018-19 Actuals
Assets	$ 91,404,020	$ 95,737,642	$ 70,051,005
CURRENT ASSETS	91,404,020	95,737,642	70,051,005
CASH AND INVESTMENTS	56,878,046	55,860,742	40,954,538
RESTRICTED CASH AND INVESTMENTS	11,114,211	13,191,820	10,081,334
RECEIVABLES	13,199,655	14,114,268	6,246,411
DUE FROM OTHER FUNDS	1,105,565	895,325	895,325
ADVANCES TO OTHER FUNDS	1,860,971	4,347,633	4,347,633
INVENTORY AND PREPAIDS	1,080,220	1,162,501	1,370,412
LAND HELD FOR RESALE	6,165,352	6,165,352	6,155,352
Liabilities & Equities	91,404,020	95,737,642	70,051,005
CURRENT LIABILITIES	12,398,461	27,195,581	13,268,230
ACCOUNTS PAYABLE	2,750,806	15,878,998	1,978,859
ACCRUED PAYROLL LIABILITIES	1,258,788	1,266,885	1,249,572
INTEREST PAYABLE	1,221,450	1,170,527	1,170,527
DEPOSITS PAYABLE	7,075	6,324	6,424
DUE TO OTHER FUNDS	1,105,564	895,325	895,325
ADVANCES FROM OTHER FUNDS	1,860,972	4,347,633	4,347,633
DUE WITHIN ONE YEAR	66,276	66,276	66,276
DEFERRED REVENUE	4,127,529	3,563,613	3,553,613
EQUITY	79,005,559	68,542,061	56,782,776
FUND BALANCE/WORKING CAPITAL	79,005,559	68,542,061	56,782,776
Calculated Change in Fund Balance / Net Assets	$ 0	$ 0	$ 0

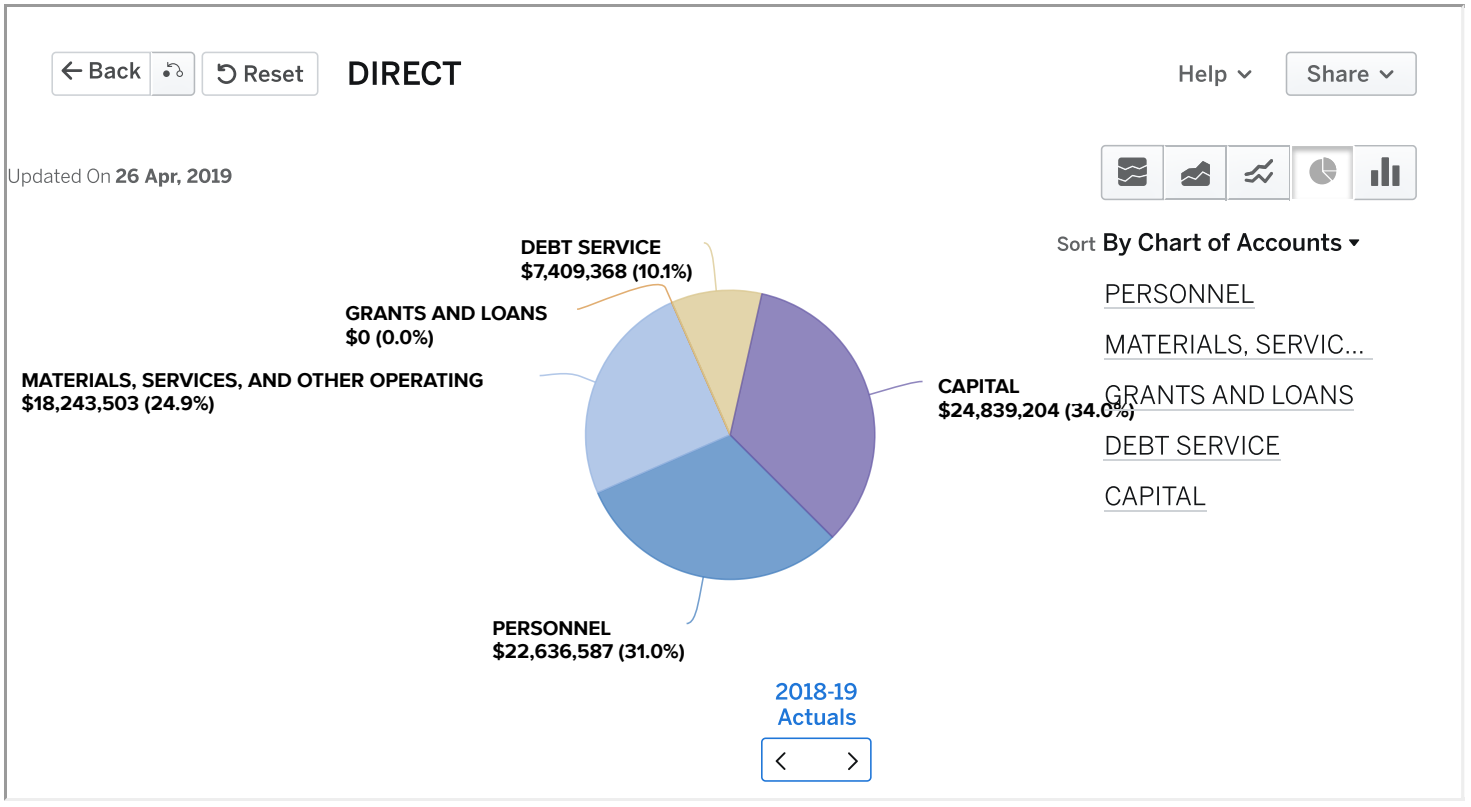
City-Wide: Revenues by Character



City-Wide: Expenditures by Department



City-Wide: Expenditures by Character



Balance Sheet: General Fund

← Back | Reset | **Types** GENERAL FUND | Help | Share

Updated On **26 Apr, 2019**

Calculated Change in Fund Balance / Net Assets is not shown in the visualization

Expand All	2016-17 Actuals	2017-18 Actuals	2018-19 Actuals
Assets	$ 6,061,027	$ 12,393,938	$ 5,567,447
CURRENT ASSETS	6,061,027	12,393,938	5,567,447
CASH AND INVESTMENTS	1,943,144	4,307,799	2,805,123
RESTRICTED CASH AND INVESTMENTS	0	4,000,000	770,018
RECEIVABLES	2,050,744	2,293,719	205,565
DUE FROM OTHER FUNDS	935,266	661,982	661,982
ADVANCES TO OTHER FUNDS	1,115,971	1,116,148	1,116,148
INVENTORY AND PREPAIDS	15,901	14,290	8,610
Liabilities & Equities	6,061,027	12,393,938	5,567,447
CURRENT LIABILITIES	738,789	8,997,001	3,697,967
ACCOUNTS PAYABLE	294,874	6,009,763	710,729
ACCRUED PAYROLL LIABILITIES	443,915	500,754	500,754
ADVANCES FROM OTHER FUNDS	0	2,486,484	2,486,484
EQUITY	5,322,238	3,396,937	1,869,480
FUND BALANCE/WORKING CAPITAL	5,322,238	3,396,937	1,869,480
Calculated Change in Fund Balance / Net Assets	$ 0	$ 0	$ 0

Activities: General Fund

Balance Sheet: Electric Enterprise

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Updated On **26 Apr, 2019**

Calculated Change in Fund Balance / Net Assets is not shown in the visualization

Expand All	2016-17 Actuals	2017-18 Actuals	2018-19 Actuals
Assets	$ 19,755,042	$ 18,366,410	$ 18,364,480
CURRENT ASSETS	19,755,042	18,366,410	18,364,480
CASH AND INVESTMENTS	14,017,636	14,313,957	13,986,384
RESTRICTED CASH AND INVESTMENTS	2,077,149	28,004	28,055
RECEIVABLES	2,708,252	2,835,298	2,955,406
DUE FROM OTHER FUNDS	0	155,830	155,830
INVENTORY AND PREPAIDS	952,005	1,033,321	1,238,804
Liabilities & Equities	19,755,042	18,366,410	18,364,480
CURRENT LIABILITIES	736,751	426,577	259,125
ACCOUNTS PAYABLE	535,945	167,268	-184
ACCRUED PAYROLL LIABILITIES	190,650	194,604	194,604
INTEREST PAYABLE	10,156	0	0
DUE TO OTHER FUNDS	0	64,705	64,705
EQUITY	19,018,291	17,939,833	18,105,355
FUND BALANCE/WORKING CAPITAL	19,018,291	17,939,833	18,105,355
Calculated Change in Fund Balance / Net Assets	$ 0	$ 0	$ 0

Activities: Electric

Balance Sheet: Water Enterprise

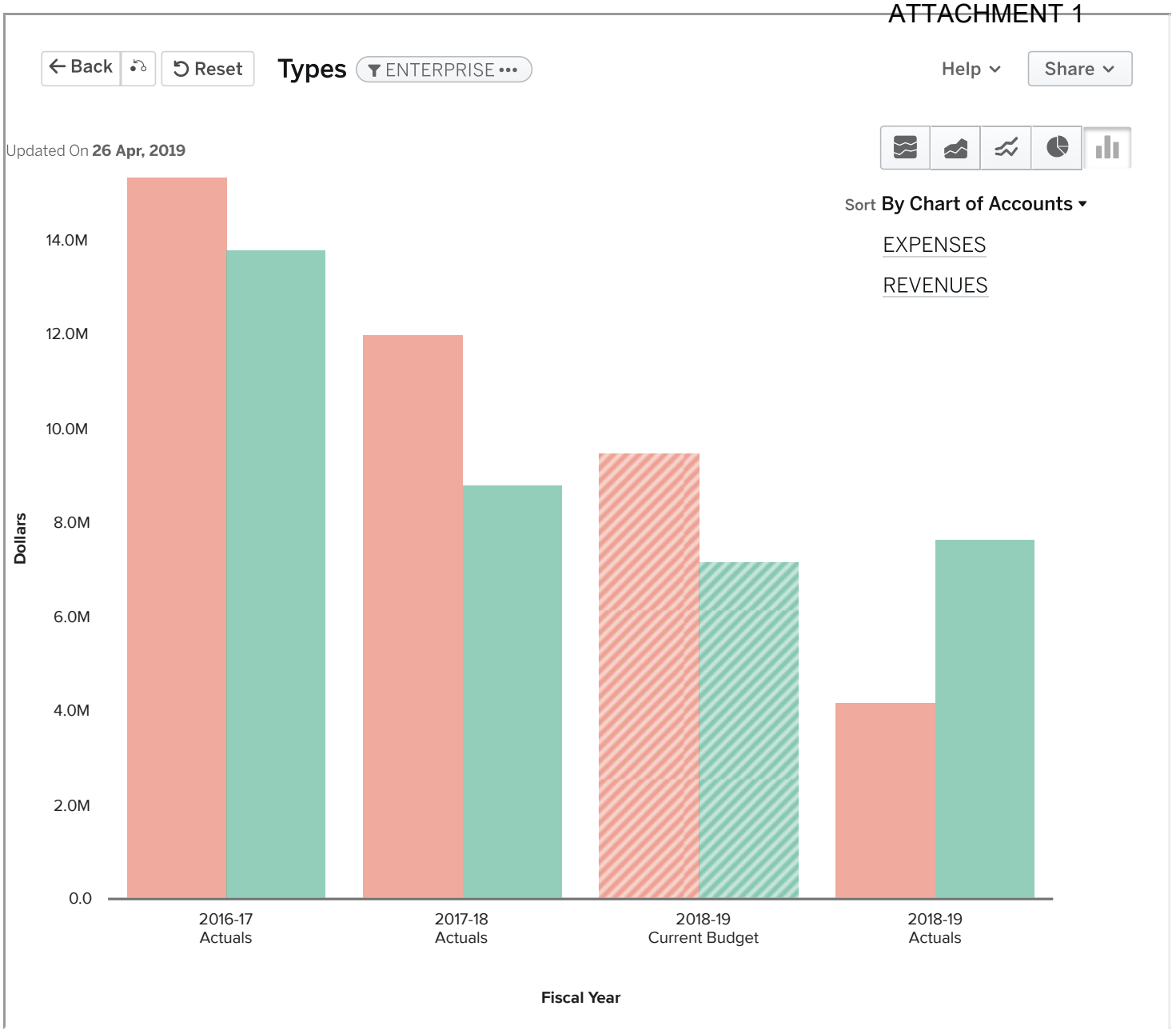
Back | Reset | **Types** ENTERPRISE ••• | Help | Share

Updated On **26 Apr, 2019**

Calculated Change in Fund Balance / Net Assets is not shown in the visualization

Expand All	2016-17 Actuals	2017-18 Actuals	2018-19 Actuals
Assets	$ 8,686,198	$ 5,289,408	$ 20,303,021
CURRENT ASSETS	8,686,198	5,289,408	20,303,021
CASH AND INVESTMENTS	7,389,955	3,901,069	24,649,275
RESTRICTED CASH AND INVESTMENTS	-39	10	-55
RECEIVABLES	1,183,967	1,273,439	-4,469,197
INVENTORY AND PREPAIDS	112,314	114,891	122,998
Liabilities & Equities	8,686,198	5,289,408	20,303,021
CURRENT LIABILITIES	1,623,884	1,422,496	1,026,419
ACCOUNTS PAYABLE	631,844	435,464	39,387
ACCRUED PAYROLL LIABILITIES	95,867	96,541	96,541
INTEREST PAYABLE	151,173	145,491	145,491
ADVANCES FROM OTHER FUNDS	745,000	745,000	745,000
EQUITY	7,062,314	3,866,912	19,276,602
FUND BALANCE/WORKING CAPITAL	7,062,314	3,866,912	19,276,602
Calculated Change in Fund Balance / Net Assets	$ 0	$ 0	$ 0

Activities: Water Enterprise



Balance Sheet: Wastewater Enterprise

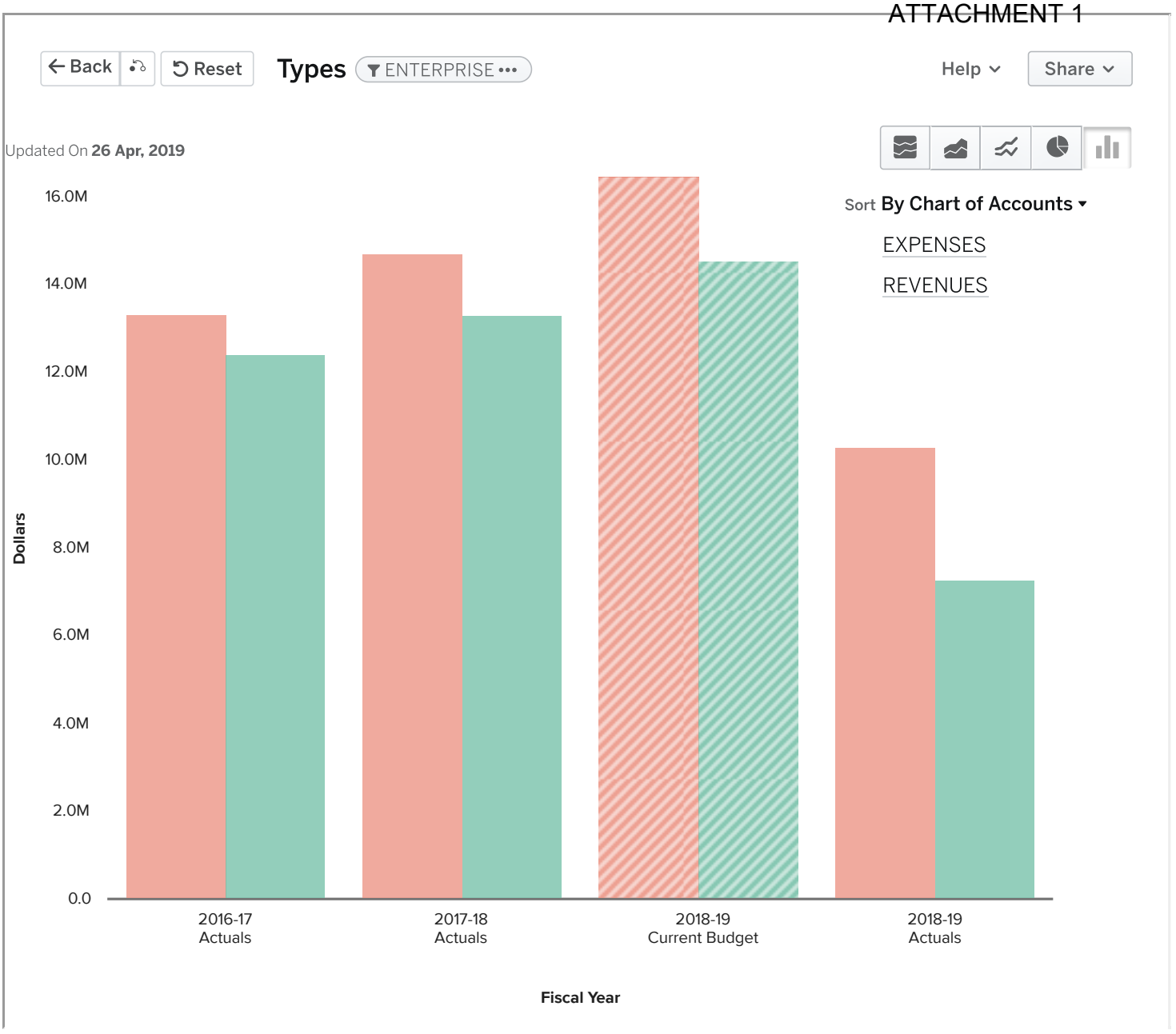
← Back | Reset | **Types** ENTERPRISE ••• | Help | Share

Updated On **26 Apr, 2019**

Calculated Change in Fund Balance / Net Assets is not shown in the visualization

Expand All	2016-17 Actuals	2017-18 Actuals	2018-19 Actuals
Assets	$ 14,319,255	$ 12,846,614	$ 8,408,196
CURRENT ASSETS	14,319,255	12,846,614	8,408,196
CASH AND INVESTMENTS	13,507,120	11,929,186	7,456,039
RESTRICTED CASH AND INVESTMENTS	-2	-154	-1,401
RECEIVABLES	812,137	917,583	953,559
INVENTORY AND PREPAIDS	0	0	0
Liabilities & Equities	14,319,255	12,846,614	8,408,196
CURRENT LIABILITIES	1,503,908	1,407,719	1,004,334
ACCOUNTS PAYABLE	450,600	403,711	327
ACCRUED PAYROLL LIABILITIES	124,582	93,851	93,851
INTEREST PAYABLE	928,726	910,157	910,157
EQUITY	12,815,347	11,438,895	7,403,862
FUND BALANCE/WORKING CAPITAL	12,815,347	11,438,895	7,403,862
Calculated Change in Fund Balance / Net Assets	$ 0	$ 0	$ 0

Activities: Wastewater Enterprise



Department Budget to Actual

For the Period Ended March 31, 2019

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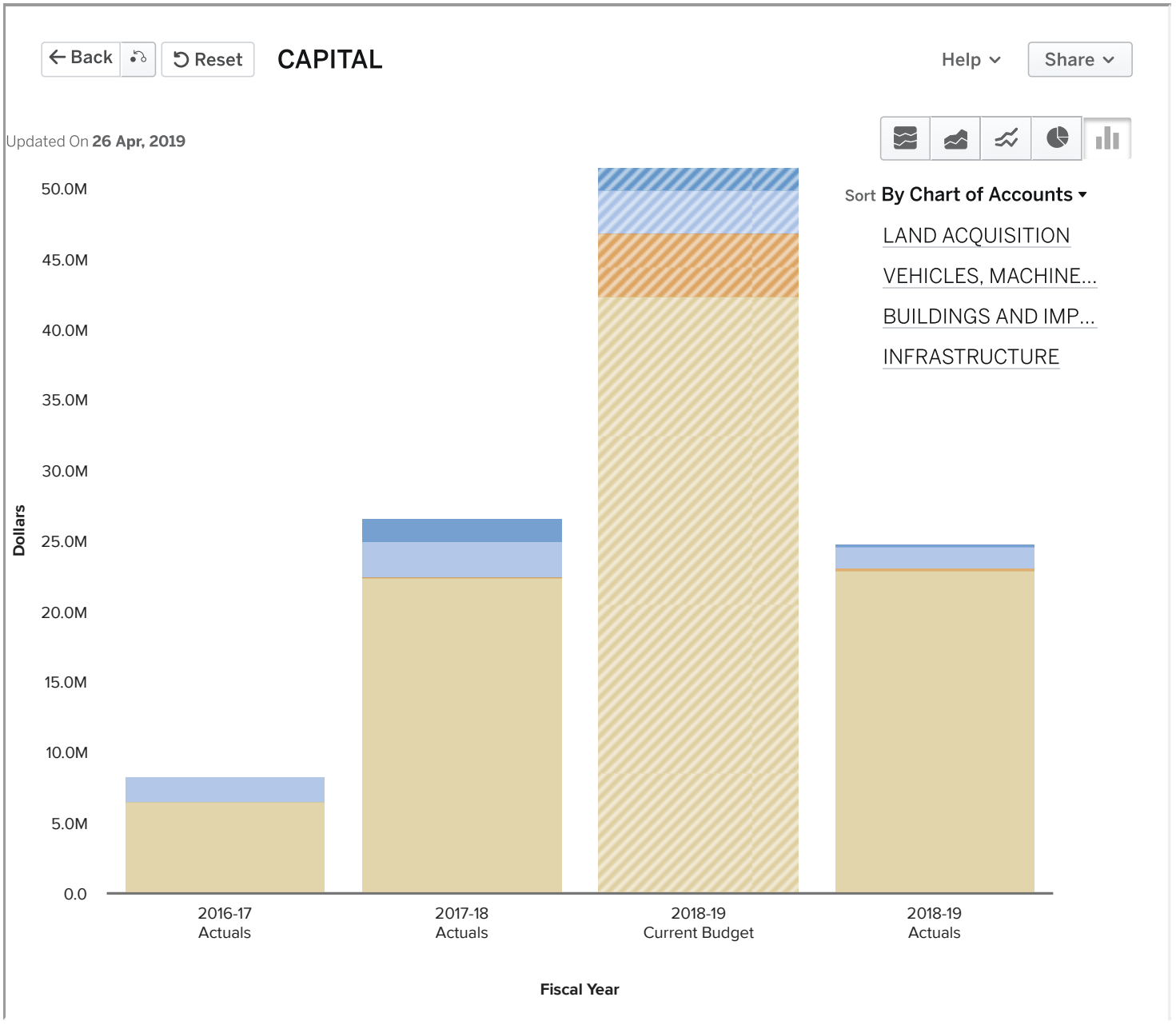
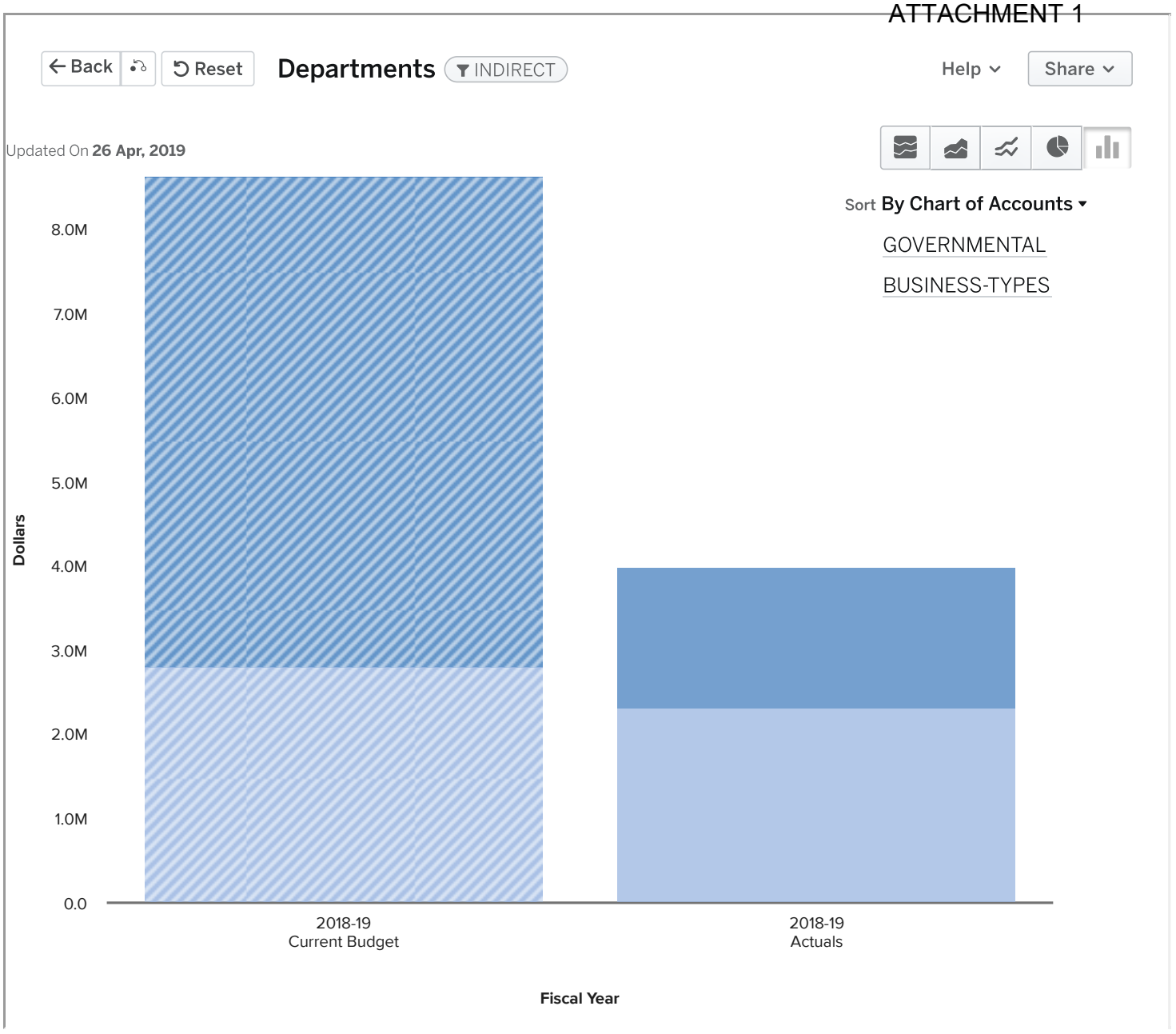
Updated On **26 Apr, 2019**

Collapse All	2018-19 Current Budget	2018-19 Actuals
GOVERNMENTAL	$ 77,967,180	$ 31,149,986
00 - NONDEPARTMENTAL	32,980,481	2,145,098
24 - PUBLIC WORKS	14,116,491	5,259,520
20 - POLICE	10,622,472	8,435,867
22 - COMMUNITY SERVICES	5,819,663	3,342,137
21 - FIRE AUTHORITY	4,977,046	3,870,217
13 - FINANCE	5,137,158	3,307,898
12 - CITY MANAGER	1,642,070	2,130,259
23 - COMMUNITY DEVELOPMENT	1,707,994	957,485
16 - HUMAN RESOURCES	572,411	486,346
14 - CITY ATTORNEY	143,911	163,936
10 - LEGISLATIVE	183,102	116,305
15 - CITY TREASURER	64,381	40,328
BUSINESS-TYPES	58,962,624	45,962,621
WATER RESOURCES	40,527,274	32,288,966
ELECTRIC	15,466,438	11,645,574
AIRPORT	1,209,510	1,144,503
LANDFILL	1,073,154	456,342
CONFERENCE CENTER	456,608	335,272
GOLF	229,640	91,964
FIDUCIARY	1,432,290	1,038,237
Total	$ 138,362,094	$ 78,150,844

Capital Update



Special Report: Indirect Cost Allocation



Notes

1. Indirect cost allocation rate for the third quarter was as follows: administrative and overhead (6.96%), internal service use (11.12%).

QUARTERLY FINANCIAL REPORT

CITY OF UKIAH

www.cityofukiah.com

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Agenda Item No.: 5a

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-293-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approval of the April 17, 2019, Budget Workshop and Regular Meeting Minutes.

DEPARTMENT: Clerk/Admin **PREPARED BY:** Kristine Lawler

ATTACHMENTS:

Attachment 1 - Draft Minutes for April 17, 2019

Summary: Council will consider approving the Minutes of April 17, 2019, Budget Workshop and Regular Meeting (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of April 17, 2019, Budget Workshop and Regular Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: Sage Sangiacomo, City Manager

CITY OF UKIAH
CITY COUNCIL MINUTES
Budget Workshop and Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
April 17, 2019
5:15 p.m.

---

1. ROLL CALL

Ukiah City Council met for a Budget Workshop followed by a Regular Meeting on April 17, 2019, having been legally noticed on April 12, 2019. Mayor Mulheren called the meeting to order at 5:18 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, and Maureen Mulheren. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney *(arriving at 5:28)*; Stephanie Abba, Deputy Clerk, and Kristine Lawler, City Clerk.

MAYOR MULHEREN PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Dan Buffalo, Finance Director.

5:15 BUDGET WORKSHOP

a. Mid-Year Departmental Budget and Objectives Progress Review for Fiscal Year 18-19 and Review of Draft Objectives for Fiscal Year 19-20.

Presenters: HUMAN RESOURCES – Daphine Harris, Finance Management Analyst; WATER RESOURCES – Sean White, Water Resources Director; and Dan Buffalo, Finance Director; COMMUNITY SERVICES – Tami Bartolomei, Community Services Director; Jarrod Meyers, Parks Supervisor; Jake Burgess, Recreation Supervisor; Kerry Randall, Facility Maintenance; and David Burton, Museum Director.

Public Comment: Susan Knopf and Martin Bradley.

Human Resources, Water Resources, and Community Services department reports were received.

RECESS: 6:09 – 6:18 P.M.

6:00 REGULAR MEETING

NOTE: The regular meeting convened at 6:18 p.m.

Deputy Clerk, Stephanie Abba, stated for the record that attendance had not changed.

URGENCY ITEM

Presenter: Tim Eriksen, Public Works Director / City Engineer.

Motion/Second: Crane/Brown to accept the urgency item due to timelines and place as agenda item 13b. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

DRAFT

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Presentation of Service Pin Recognizing David Rapport, City Attorney, for His 35 Years of Service - Since 1983 - to the City of Ukiah.

Presenter: Sage Sangiacomo, City Manager.

Public Comment: Tim Erikson, Public Works Director/City Engineer.

The Service Pin was presented to City Attorney Rapport for his many years of service.

b. Proclamation of the Ukiah City Council Recognizing April 18, 2019, as National Lineman Appreciation Day.

Presenter: Mayor Mulheren.

Proclamation was received by James Jeffers, Lineman.

c. Proclamation Recognizing April 28, 2019, as Workers Memorial Day.

Presenter: Mayor Mulheren.

Proclamation was received by Terry Poplawski, Mendocino County Coalition of Union Members President.

d. Presentation Regarding the "The Climate Change Reality Project."

Presenters: Craig Schlatter, Community Development Director and Doug Nunn *(climate change speaker.)*

Presentation was received.

4. PETITIONS AND COMMUNICATIONS

All communications have been received

5. APPROVAL OF MINUTES

a. Approval of the April 3, 2019, Budget Workshop and Regular Meeting Minutes.

Motion/Second: Crane/Brown to approve Minutes of April 3, 2019, a budget workshop and regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

a. Report of Disbursements for the Month of March 2019 – *Finance.*

b. Adoption of Resolution *(2019-15)* Approving Records Destruction – *City Clerk.*

c. Council will Review and Consider Approval of a Master Agreement *(COU No. 1819-203)* for Taxing Entity Compensation to allow properties listed in the agreement to be sold and/ or conveyed as outlined in the Ukiah Successor Agency to the Ukiah Redevelopment Agency's Long Range Management Plan – *Administration.*

DRAFT

d. Report to City Council Regarding a Contract *(COU No. 1819-196)* with the City of Light Sound and Recording for Sound Equipment and Sound Technician Services for the 2019 Sundays in the Park Concert Series in the Amount of $13,056 – *Community Services.*

e. Report to City Council Regarding a Contract *(COU No. 1819-180)* with Los Lonely Boys Touring Inc. for a Band Performance at the 2019 Sundays in the Park Concert Series in the Amount of $10,000 – *Community Services.*

f. Adoption of Resolution *(2019-16)* to Extend the Declaration of a Local Emergency Related to the 2019 Winter Storm Event – *Community Services.*

g. Authorize City Manager to Negotiate and Enter into an Amendment to Agreement *(COU No. 1314-235-A2)* for the Provision of Emergency Dispatch Services with the City of Fort Bragg – *Police.*

h. Report to City Council Regarding a Contract *(COU No. 1819-174)* with The Original Wailers for a Band Performance at the 2019 Sundays in the Park Concert Series in the Amount of $12,000 – *Community Services.*

i. Approve Award of Bid to Gregg Simpson Trucking *(COU No. 1819-204)* for Construction for the Vinewood Park Renovation Project, Funded by Department of Housing Community Development, California, Housing-Related Parks Program – *Community Services.*

Motion/Second: Brown/Scalmanini to approve Consent Calendar Items 7a-7i, as submitted. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

9. COUNCIL REPORTS

Presenters: Councilmembers Brown and Scalmanini.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager; Sean White, Water Resources Director; and Craig Schlatter, Community Development Director.

11. PUBLIC HEARINGS (6:15 P.M.)

a. The Ukiah City Council to Consider an Electric Rate for Electric Vehicle Charging Stations and Adopt the Proposed Electric Vehicle Charging Station Rate by Resolution.

Presenter: Mel Grandi, Electric Utility Director.

PUBLIC HEARING WAS OPENED AT 7:24 P.M.

No public comment was received.

PUBLIC HEARING WAS CLOSED AT 7:24 P.M

Motion/Second: Crane/Scalmanini to adopt the Proposed Electric Vehicle Charging Station Rate by Resolution *(2019-17),* with the modification of adding the rate table to the resolution. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

DRAFT

RECESS: 7:27 – 7:34 P.M.

12. UNFINISHED BUSINESS

a. Approval and Authorization for the City Manager to Execute Agreement Resolving Dispute Under Section II.E.1 of the Operating Agreement Between the City of Ukiah and the Ukiah Valley Sanitation District Pertaining to the Amount Capacity Project Equivalent Sanitary Sewer Units (ESSUs) Remaining for Each Agency.

Presenter: Sean White, Water Resources Director.

Public Comment: Steve Honeycutt, Guillon Inc.

Motion/Second: Crane/Scalmanini to approve and authorize Mayor Mulheren to Execute an agreement *(COU No. 1819-205)* resolving dispute under section II.E.1 of the Operating Agreement between the City of Ukiah and the Ukiah Valley Sanitation District. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

Mayor direction *to take a recess to fix technical difficulties.*

RECESS: 7:49 – 8:01 P.M.

b. Review and Discussion of the 5-year Capital Improvement Plan and Measure Y-Streets Review in Preparation of the 2019/2020 Fiscal Year Budget.

Presenters: Mary Horger, Procurement Manager; Dan Buffalo, Finance Director; and Tim Eriksen, Public Works Director / City Engineer.

Public Comment: Susan Sher, Ted Birch, Neil Davis, and Mark Hilliker.

Reports were received.

Council Consensus to direct staff to update the streets page online with the Pavement Condition Index (PCI) map.

13. NEW BUSINESS

a. Receive Updates on City Council Committee and Ad Hoc Assignments and if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).

No updates received.

b. Adoption of Resolution identifying the 2019-20 Project Funded by SB 1 (The Road Repair and Accountability Act) and approval of corresponding budget amendment for Orchard Avenue from East Perkins Street to Ford Street or identify an alternate project if warranted.

Presenter: Tim Eriksen, Public Works Director / City Engineer.

Motion/Second: Crane/Scalmanini to adopt resolution *(2019-18)* identifying the 2019-20 Project Funded by SB 1: The Road Repair and Accountability Act, and approval of corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 9:19 P.M.

DRAFT

14. CLOSED SESSION

a. Conference With Legal Counsel—Anticipated Litigation
(Government Code Section 54956.9(d))
A. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (Number of potential cases: 1.)
B. Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)

b. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))
Name of case: *Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUK-CVPT-2018-70200*

c. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment

d. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 003-040-77; 003-040-78; 003-040-79
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Shapiro/Danco
Under Negotiation: Price & Terms of Payment

e. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-273-19-00 and 002-273-30-00
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Bank of America
Under Negotiation: Price & Terms of Payment

f. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-192-14-00 (280 E. Standley)
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Onetogether Solutions
Under Negotiation: Price & Terms of Payment

Report Out: City Attorney Rapport reported out of Closed Session that staff was given direction by the Council with respect to Agenda Item 14a.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 10:55 p.m.

_____
Stephanie Abba, Deputy Clerk

DRAFT

Agenda Item No.: 7a

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-673-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Consideration of Approving Five Landmark Tree Nominations for Landmark Tree Status.

DEPARTMENT: Community Services **PREPARED BY:** Tami Bartolomei

ATTACHMENTS:

Attachment 1 - Landmark Tree
Attachment 2 - Landmark Tree
Attachment 3 - Landmark Tree
Attachment 4 - Landmark Tree
Attachment 5 - Landmark Tree

Summary: The City Council will consider approving five Landmark Tree nominations of six distinguished trees; two Pecan, one Deodar Cedar, one Douglas Fir, one Valley Oak and one Coastal Redwood for Landmark Tree status.

Background: In Early 2009, a citizen advisory committee formed and became the Tree Advisory Group (TAG), an open and voluntary committee consisting of horticulture/tree professional, interested community members and City staff representatives.

In December 2010, Council adopted the Tree Management Guidelines developed by TAG in collaboration with City staff. At that time, goals for TAG were established that included the creation of a Landmark Tree Program.

RECOMMENDED ACTION: Approve five Landmark Tree nominations for six distinguished trees; two Pecan, one Deodar Cedar, one Douglas Fir, one Valley Oak and one Coastal Redwood for Landmark Tree status.

BUDGET AMENDMENT REQUIRED: No
CURRENT BUDGET AMOUNT: N/A
PROPOSED BUDGET AMOUNT: N/A
FINANCING SOURCE: N/A
PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A
COORDINATED WITH: Tree Advisory Group

Approved: Sage Sangiacomo, City Manager

In 2012 the Tree Advisory Group created a Landmark Tree Program that provides the City with a method to recognize noteworthy trees on public property, and allows private property owners to take part on a voluntary basis. The criteria for a Landmark tree are that the trees are outstanding specimens, are the largest or oldest in the City, have historic interest, have a distinctive form or aesthetic appeal, and environmental value.

Discussion: Included with this report are a total of five nominations for the Landmark Tree Program. The first nomination is for two Pecan trees located at Grace Hudson Carpenter Park (Attachment 1) in the front yard of the historic Sun House. These Pecan trees are unusual specimens and have historical value, as they were both planted by Grace Carpenter's husband, Dr. Hudson, sometime after 1915. Pecan trees are considered one of the most valuable nut species in North America. The name "pecan" is a Native American word of Algonquin origin that was used to describe "all nuts requiring a stone to crack."

The second nomination is for a large Valley Oak (Quercus lobate), located in the back yard on a corner lot on Smith Street (Attachment 2). The Valley Oak is often the largest oak tree found in California and can live for almost 300 years. This Valley Oak is a "real beauty" according to the owner of the property. A large oak such as this one represents 50,000 pounds of atmospheric C02, and provides shade and acorns for wildlife.

The third nomination is for a large Douglas Fir, located at a historic house known as the Cunningham Residence, which was built in 1884 (Attachment 3). The Douglas Fir is native to the Pacific Northwest, and provides essential coverage and habitat for a wide range of wildlife.

The fourth nomination is for a sizable Coastal Redwood located at 1201 West Clay Street (Attachment 4). The Sequoia sempervirens is the sole living species of the genus Sequoia in the cypress family Cupressaceae. These trees are evergreen and long-lived trees, often living 1,200 to 1,800 years of more. Coastal redwoods are among the oldest living organisms in the world. Redwood trees store carbon dioxide, which makes them an important ally in fighting climate change. According to research, coastal redwood forests store more C02 than any other forest in the world, holding 2,600 metric tons of carbon per hectare (2.4 acres).

The final nomination (Attachment 5) is for a large Deodar Cedar located at 1203 W. Clay Street, the home of the Ukiah Garden Club. This large Deodar Cedar, with its pyramidal form and attractive gray-green foliage, provides nesting sites, shade cover and food for mammals and birds such as the woodpecker. This cedar's name, Deodar, derives from Sanskrit that translates to "timber of the gods." The tree is native to the Himalayas, where it has been known to reach 250' tall. The Deodar Cedar was introduced to the United States in 1831.

Staff and the Tree Advisory Group are recommending City Council approve the five Landmark Tree nominations of six trees for Landmark Tree status.

2

Landmark Tree Nomination : Pecans, Sun House/Hudson Carpenter Park
Two large pecan trees grace the front yard of the Grace Hudson property, one directly in front of the historic Sun House, the other one to the north side of the House. These trees are unusual specimens and have historic value.
Pecans (Carya sp.) are related to walnuts and hickory and grow native in the rich flood plains of the central US.. The trees thrive where summers are long, hot, and humid. Commercial cultivation for the tasty, rich nuts began in the late 1880s. Many cultivars have been selected to produce optimal crops in various microclimates of its wide growing range. In California, certain cultivars can produce a good crop but pecans are mostly grown as backyard shade trees.
The two trees in the Hudson Carpenter Park were planted by Grace Carpenter's husband, Dr. Hudson, in front of their home, the Sun House, some time after 1915, when the house was still surrounded by many cottonwoods, which thrived in the swampy area fed by a then open creek to the south and a spring to the northeast. Hudson received seeds or seedlings from his hometown Nashville, Tennessee. The trees have grown well over the past hundred years. Their nuts, however, are small and the production is erratic, some years producing copious amounts, to the delight of squirrels and crows.

Crop production seems not to have been a concern of Hudson, who loved to experiment and surround himself with trees from his southern origins, such as these pecans and the persimmons planted at the north side of the property (landmark trees # 4)

Encl: application form, Photos (southerly, northerly tree); Photo: Sun House,1915; Site map; map showing culverted creeek,1977

Property Owner Consent

4

Property Owner Name	City of Ukiah
Address	300 Seminary Lane
City, State Zip	Ukiah CA
Home Phone	707-467-5765
Email	

I hereby authorize the City of Ukiah and/or their agents the right to enter onto my property to view a tree being submitted for nomination. I hereby give my consent to allow the public the opportunity to view the nominated tree on my property from the public street right-of-way if Landmark Tree status is obtained.

Property Owner Signature	Jim Bartolome
Date	

Submit Completed Nomination

City of Ukiah
Community Services Department
411 West Clay Street
Ukiah, California 95482
Attention: Landmark Tree Program

(707) 463-6231

Benefits

- Certificate of Recognition presented to owner
- Landmark Tree designation for the life of the tree
- Well maintained trees add to property value
- Trees provide shade and can reduce cooling and heating bills

Check List

- Nomination form
- Site map of tree location
- Picture of the tree(s)
- Brochures, newspaper clippings, or other supportive documentation
- Historical data or other significant information related to the tree
- Property owner consent

City of Ukiah

Landmark Tree Program

City of Ukiah

COMMUNITY SERVICES 411 W. CLAY STREET

(707) 463-6231
www.cityofukiah.com

5

City of Ukiah

Tree Advisory Group

Landmark Tree Program

The Landmark Tree Program was created by the Tree Advisory Group of the City of Ukiah to identify remarkable trees within Ukiah.

The program accepts trees that are outstanding specimens; are the largest or oldest in the city; have historic interest; have distinctive form or aesthetic appeal; have environmental value.

The Landmark Tree Program includes specific trees within the city limits on public property but also extends to private property for owners who wish to participate on a voluntary basis.

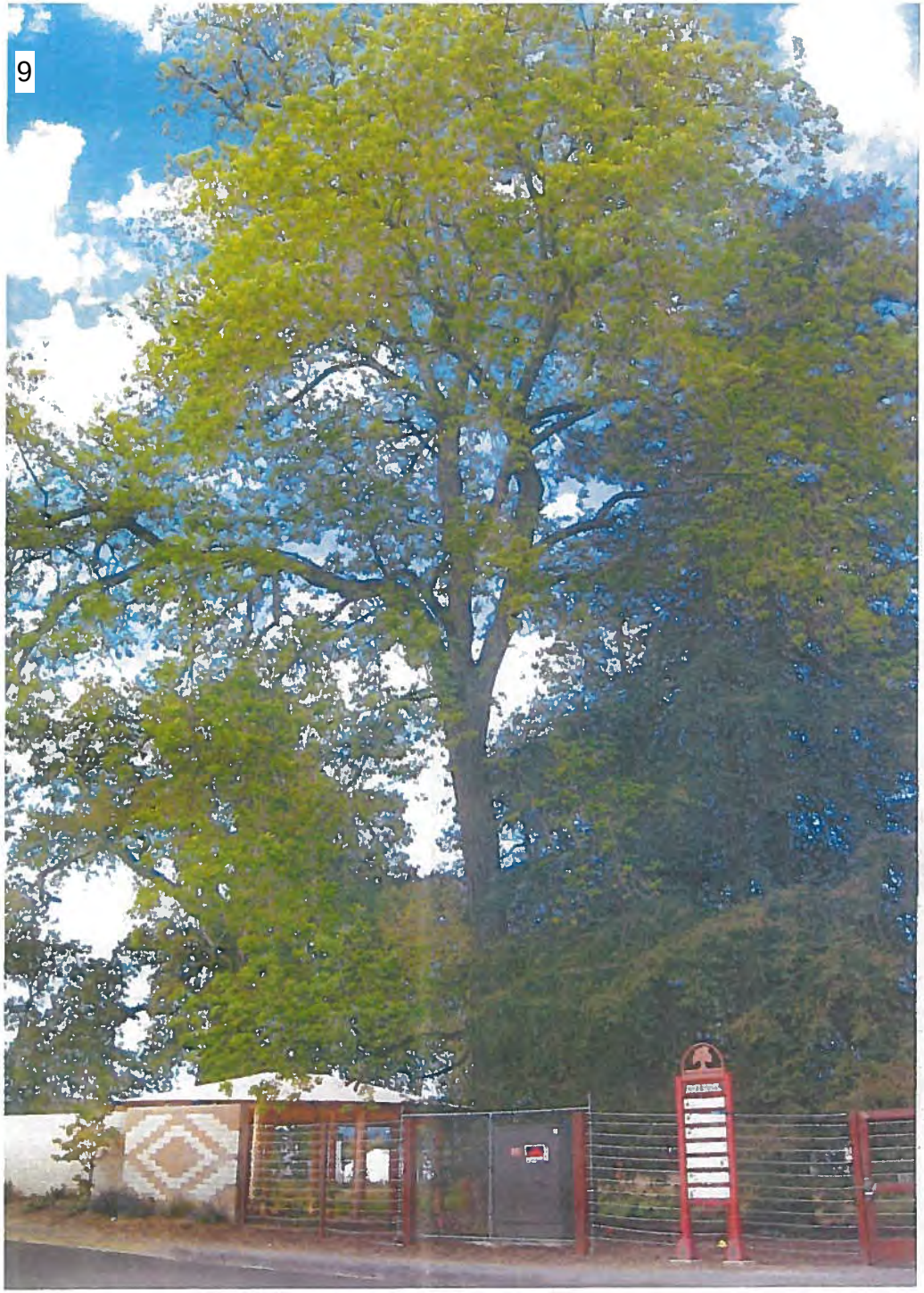
Nomination Form

TREE LOCATION Please include map of property and photo HUDSON CARPENTER PARK / SUN HOUSE		
COMMON NAME OF TREE 2 pecans (Carya sp.)		
TREE CATEGORY ☑ Specimen ☐ Size/Age ☑ Historic Interest ☑ Aesthetic Appeal ☐ Environmental Value Pick all that apply. If other, please explain.		
Nominator B. KOBBE		Date Submitted 2/19
Address		
Home Phone 467 0830	Cell Phone	Email brunike mcn.org
Tree Owner Name *(if different than nominator)* CITY OF UKIAH		
Address		
Home Phone	Cell Phone	Email

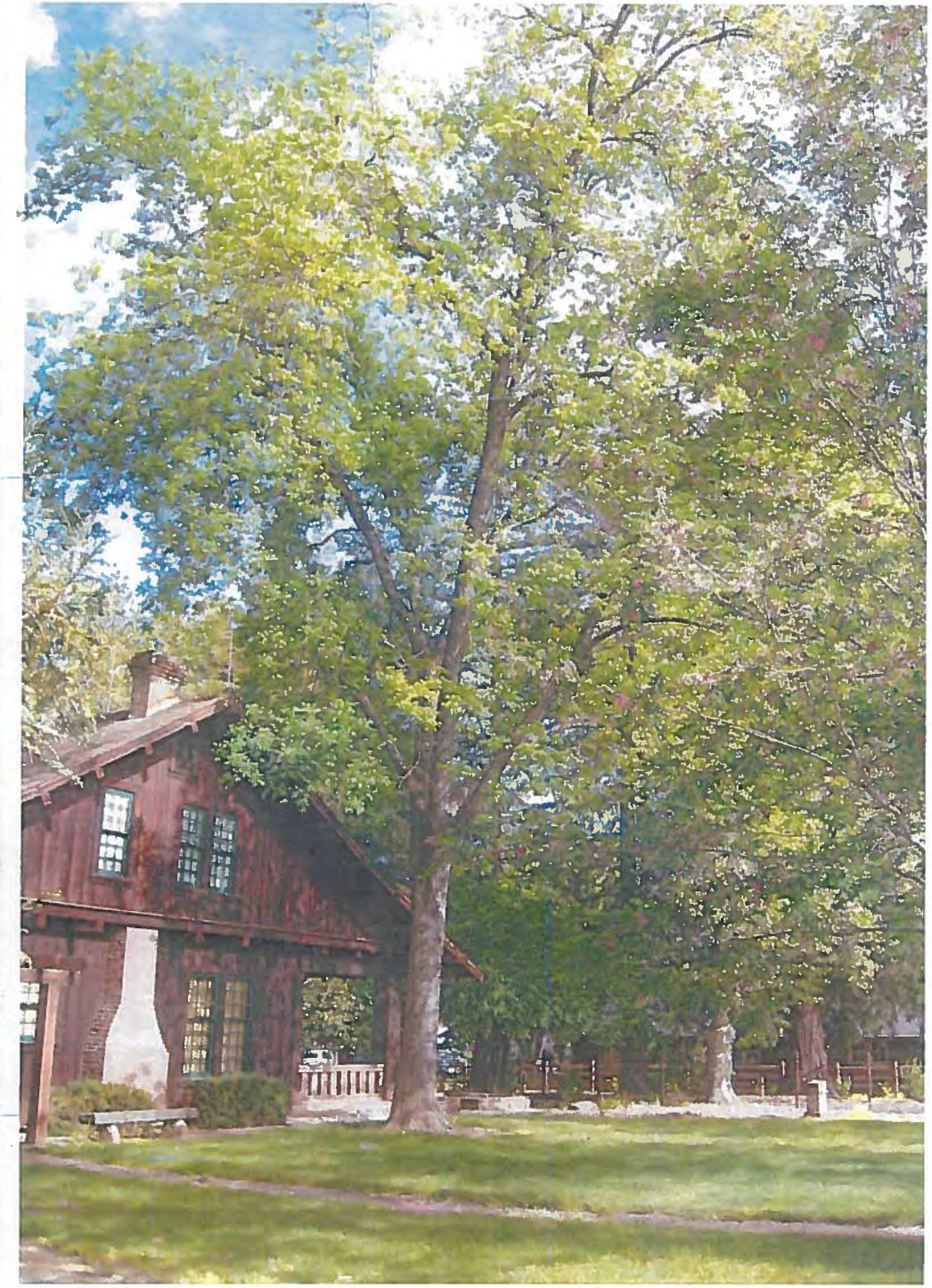
Significance of Tree/Grove

Highlight and justify the specific reason(s) you think the tree is significant. Include any documents like newspaper clippings , brochures or other historical documentation.

2 pecans planted by Dr. Hudson in front of Sun House



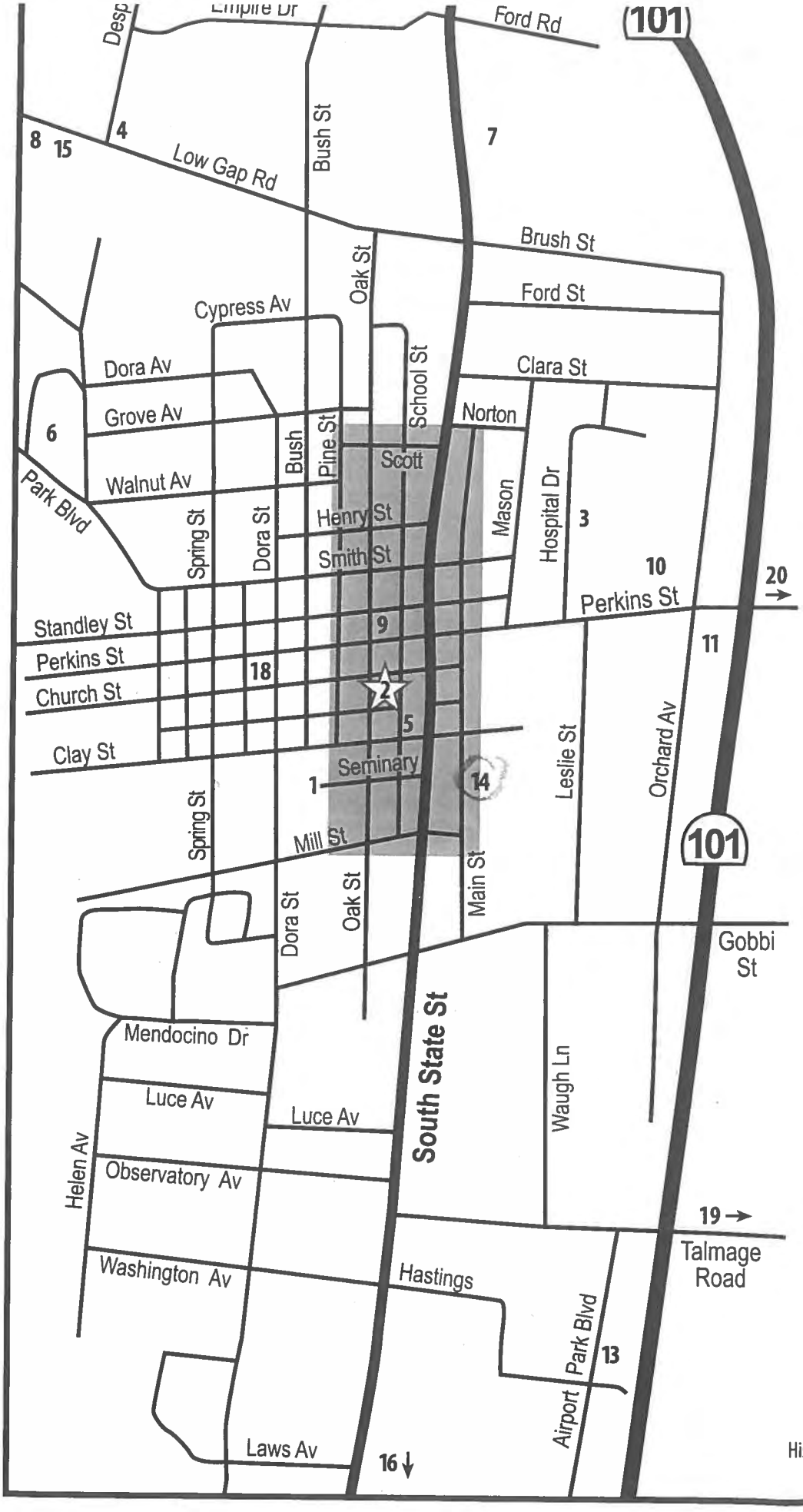
"Northern Pecan"



"Southern Pecan"

(5/18)

1915



FOR YOUR INFORMATION

1 The Ukiah Civic Center

2 Ukiah Valley Conference and Visitors Center – *Visitor information, public restrooms, shops, free wi-fi*

3 Ukiah Valley Medical Center

4 Historic Russian River Cemetery

PARKS & RECREATIONAL

5 Alex R. Thomas, Jr. Park Plaza – *Site of local festivals and Farmers Market*

6 Todd Grove Park – *18 hole municipal golf course; Olympic-sized swimming pool; FREE summer concerts; lighted baseball complex; playground*

7 Redwood Empire Fairgrounds – *Ukiah Speedway; fairs*

8 Low Gap Regional Park – *Hiking trails, tennis courts, nature course, skate park, dog park, playgrounds*

SHOPPING

9 Historic Downtown – *Shopping, dining, art galleries*

10 Pear Tree Center

11 Orchard Plaza

12 Crossroads Shopping Center

13 Airport Industrial Park

POINTS OF INTEREST

14 Sun House / Grace Hudson Museum

15 Ukiah Players Theatre

16 South to Wineries, Real Goods Solar Living Institute, Casino

17 North to Wineries, Casino

18 Held-Poage Memorial Home and Mendocino County Historical Society Headquarters

19 East to City of 10,000 Buddhas Tour, Cow Mountain Recreation Area

20 Historic Vichy Springs Resort and Spa

21 Northeast to Lake Mendocino – *Hiking, boating, fishing, camping, Pomo Visitor Center*

22 Mendocino Community College – *State-of-the-art performing arts center*

23 West to Montgomery Woods Redwood Grove

Historic Downtown Ukiah – enlargement on back

Revised October 2011

ELEMENTARY SCHOOL
POMOLITA ELEMENTARY SCHOOL
(PROPOSED - 1981)
PROPOSED SITE
URBAN ADULT SCHOOL
SOUTH VALLEY HIGH SCHOOL
SCHOOL DISTRICT WHSE
ADMINISTRATIVE OFFICES
PHASE 6
PHASE 2
PHASE 7
PHASE 3
CITY of UPLAND CORPORATION YARD
OAK MANOR ELEMENTARY SCHOOL
OAK MANOR PARK
Dunlap
Real
RIVER

1977

Landmark Tree Nomination : Oak at 514 W. Smith Street

A large Valley oak dominates the backyard of the corner lot at Smith Street and Dora Street. It is visible up and down Dora Street, truly a landmark tree and a great asset to the property and neighborhood.

The Valley oak (Quercus lobata) grows well on deep soils, where the roots have access to water during the dry summer months. Q. lobata is easily recognized by the lobed leaves. Oaks are considered keystone species for our local ecosystem. They are drought-tolerant, relatively fire-resistant, and store carbon dioxide better than most California trees. A large oak like this one represents 50,000 pounds of atmospheric CO2 pollution turned into a supermarket for wildlife, while providing us with shade and evaporative cooling.

This valley oak is a "real beauty", according to the owner. Judging by its size (DBH=5 ft.), the tree may be around 200 years old. It is well cared for by the owner, who bought the property in 2004. One big limb failed on the south side and had to be amputated. The garage and driveway is unused, avoiding damage to the roots.

Encl.: application form
2 photos
newspaper article
map

Property Owner Consent

Property Owner Name
Pamela Giusto-Sorrells

Address
514 West Smith

City, State Zip
Ukiah, CA 95482

Home Phone
415 710-2127

Email
pamelasorrells@yahoo.com

I hereby authorize the City of Ukiah and/or their agents the right to enter onto my property to view a tree being submitted for nomination. I hereby give my consent to allow the public the opportunity to view the nominated tree on my property from the public street right-of-way if Landmark Tree status is obtained.

Property Owner Signature
Pamela Giusto-Sorrell

Date
1-17-2019

Submit Completed Nomination

City of Ukiah
Community Services Department
411 West Clay Street
Ukiah, California 95482
Attention: Landmark Tree Program

(707) 463-6231

Benefits

- Certificate of Recognition presented to owner
- Landmark Tree designation for the life of the tree
- Well maintained trees add to property value
- Trees provide shade and can reduce cooling and heating bills

Check List

- Nomination form
- Site map of tree location
- Picture of the tree(s)
- Brochures, newspaper clippings, or other supportive documentation
- Historical data or other significant information related to the tree
- Property owner consent

Bruni Kobke 4670830

City of Ukiah

Landmark Tree Program

City of Ukiah

COMMUNITY SERVICES 411 W. CLAY STREET

(707) 463-6231
www.cityofukiah.com

City of Ukiah

Tree Advisory Group

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The Landmark Tree Program was created by the Tree Advisory Group of the City of Ukiah to identify remarkable trees within Ukiah.

The program accepts trees that are outstanding specimens; are the largest or oldest in the city; have historic interest; have distinctive form or aesthetic appeal; have environmental value.

The Landmark Tree Program includes specific trees within the city limits on public property but also extends to private property for owners who wish to participate on a voluntary basis.

Nomination Form

TREE LOCATION
Please include map of property and photo

COMMON NAME OF TREE
VALLEY OAK

TREE CATEGORY ☐ Specimen ☑ Size/Age ☐ Historic Interest ☐ Aesthetic Appeal ☑ Environmental Value
Pick all that apply. If other, please explain.

Nominator P. Giusta Sorrells		Date Submitted 7/19
Address [redacted]		
Home Phone —	Cell Phone [redacted]	Email
Tree Owner Name (if different than nominator) Pamela Giusta-Sorrells		
Address 514 West Smith, Ukiah		
Home Phone —	Cell Phone 415 710-2127	Email pamelasorrells@yahoo.com

Significance of Tree/Grove

Highlight and justify the specific reason(s) you think the tree is significant. Include any documents like newspaper clippings , brochures or other historical documentation.

AMONG THE LARGEST
VALLEY OAKS STILL
SURVIVING ON WESTSIDE
CDBH ≠ CIRCUMFERENCE = 189"
60" (5ft)

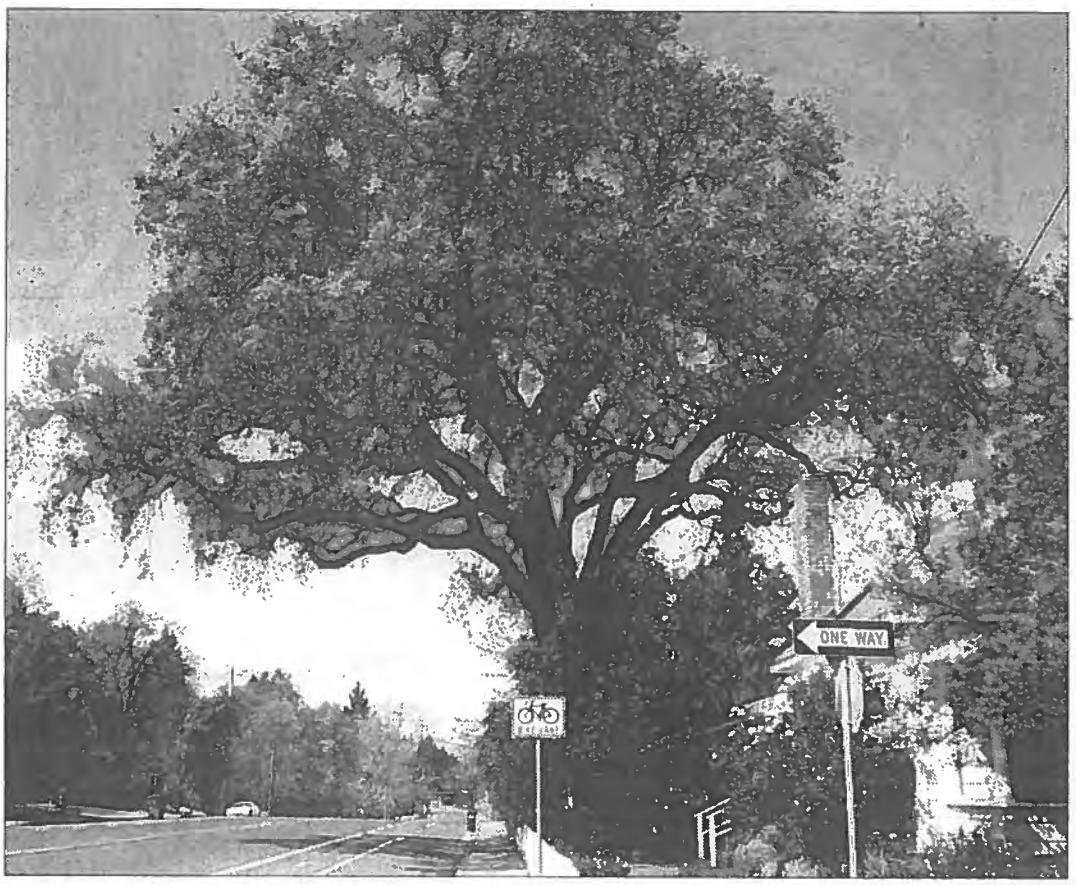
Oak (Smith / Dora)

13

Dark driveway (Smith / Doug)

3-19-04

Historical roots run deep locally for eating acorns



Acorns from oak trees, like the one shown above in Ukiah, historically have been part of the food supply for both people and animals.

How to gather, make and use traditional acorn meal

By BRUNI KOBBE
Mendocino County Releaf

For Native Americans in California, acorns used to be an important staple food. Using acorns today can pay homage to a way of life and can tune you in to your natural surroundings.

Acorns ripen in the fall, from late October to early November.

Acorns from all oak species are suitable for cooking, including tan oak – which is not a "real" oak in botanical terms. Some years produce better crops than others (last year very few acorns matured). Remember that acorns are a major food source for wildlife – so gather only as much as you need to supplement your recipes.

After shelling, grind the acorns with the traditional mortar and pestle or the modern-day food processor.

Acorn aficionado and author Suellen Ocean recommends three cups water per one cup acorn. Then the acorn meal is leached to

in the refrigerator, decant the next day and add fresh water. Repeat the process for about a week.

You can store acorn meal dried or frozen. Use it to add to recipes that need cooking or precook the meal and freeze. Ocean uses acorn meal in dips, pancakes, breads, and a variety of vegetarian dishes.

Here is a recipe that "makes a beautifully colored brown bread," the author says. "It's so good, I just eat it plain."

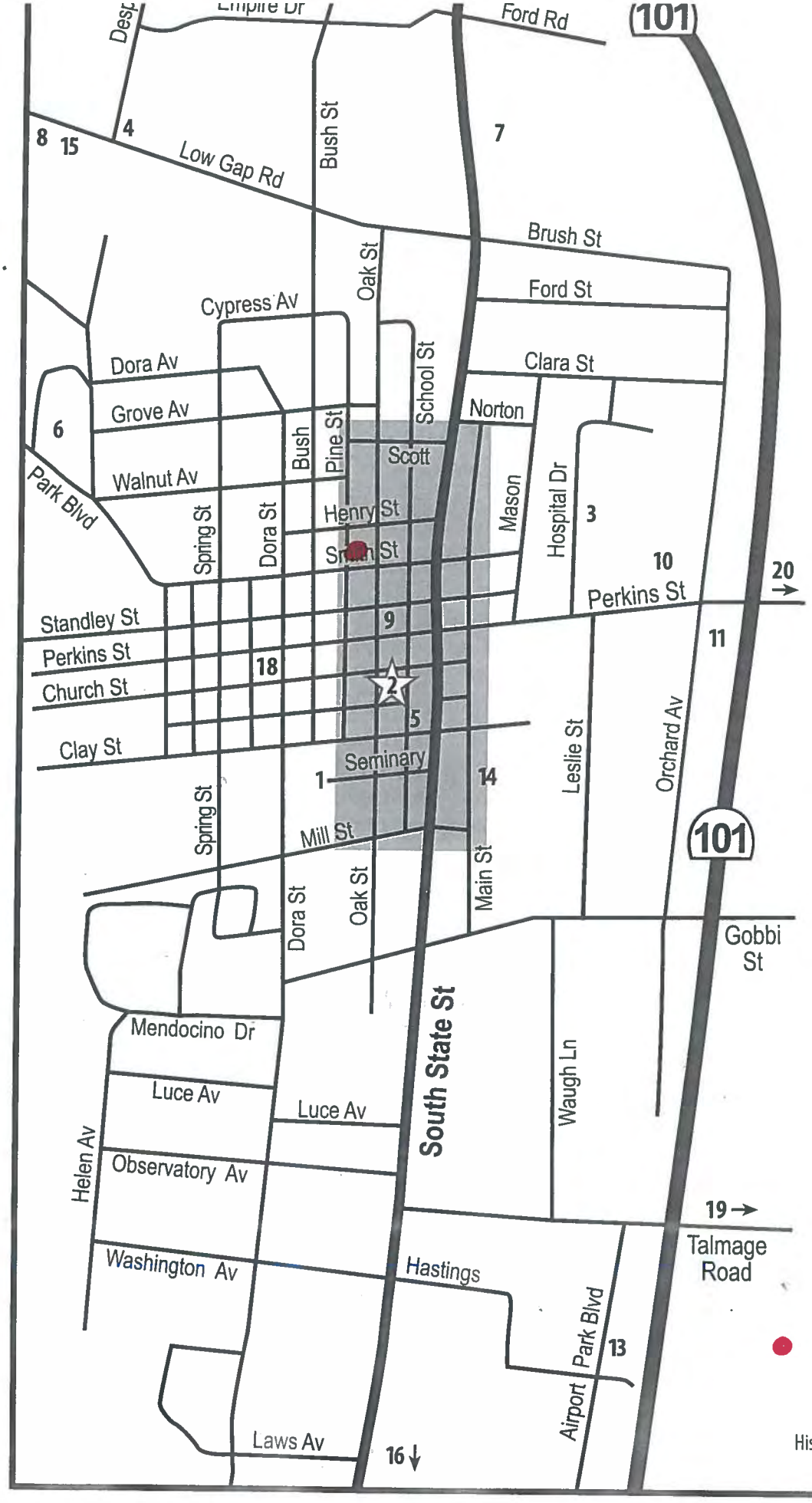
Wheat Bread with Acorn Meal

4 cups whole wheat flour
1 tsp baking soda
1 tsp salt
1/2 cup vegetable oil
2 cups leached and drained acorns
1 2/3 cups milk to make a soft dough

Sift flour, baking soda, and salt. Add acorns, milk, oil and mix well. Dough should be stiff but not dry. Bake at 325 degrees for 25 minutes or "until done."

Bon appetit!

"Acorns and Eat' em," by Suellen Ocean, was published by Ocean-Hose in 1993 and is a how-to vegetarian cookbook with complete



FOR YOUR INFORMATION

1 The Ukiah Civic Center

2 Ukiah Valley Conference and Visitors Center – *Visitor information, public restrooms, shops, free wi-fi*

3 Ukiah Valley Medical Center

4 Historic Russian River Cemetery

PARKS & RECREATIONAL

5 Alex R. Thomas, Jr. Park Plaza – *Site of local festivals and Farmers Market*

6 Todd Grove Park – *18 hole municipal golf course; Olympic-sized swimming pool; FREE summer concerts; lighted baseball complex; playground*

7 Redwood Empire Fairgrounds – *Ukiah Speedway; fairs*

8 Low Gap Regional Park – *Hiking trails, tennis courts, nature course, skate park, dog park, playgrounds*

SHOPPING

9 Historic Downtown – *Shopping, dining, art galleries*

10 Pear Tree Center

11 Orchard Plaza

12 Crossroads Shopping Center

13 Airport Industrial Park

POINTS OF INTEREST

14 Sun House / Grace Hudson Museum

15 Ukiah Players Theatre

16 South to Wineries, Real Goods Solar Living Institute, Casino

17 North to Wineries, Casino

18 Held-Poage Memorial Home and Mendocino County Historical Society Headquarters

19 East to City of 10,000 Buddhas Tour, Cow Mountain Recreation Area

20 Historic Vichy Springs Resort and Spa

21 Northeast to Lake Mendocino – *Hiking, boating, fishing, camping, Pomo Visitor Center*

22 Mendocino Community College – *State-of-the-art performing arts center*

23 West to Montgomery Woods Redwood Grove

• Smith/Dora

Historic Downtown Ukiah – enlargement on back

Revised October 2011

Landmark Tree Nomination : Douglas Fir, 204 N.Dora Street

A large Douglas fir has grown old together with the historic house, a large Victorian, known as the Cunningham Residence, built in 1884.

Douglas Fir (Pseudotsuga menziesii) is a native conifer that grows well in our valley. Under forest conditions, it can reach 300 ft. and live for 700 years. The flat needles are arranged around the stem like a bottlebrush. The seed cones can be recognized by the long, three-pronged bracts extending from the scales.

Early homestetters had the wisdom to plant large shade trees around their houses to provide cooling, beauty, and a sense of place and belonging.

Encl: application form

Photo

map

Property Owner Consent

Property Owner Name Lynn Zimmermann
Address 204 North Dora St.
City, State Zip Ukiah Ca 95482
Home Phone 462 4870
Email lynnzimm@mcn.org
I hereby authorize the City of Ukiah and/or their agents the right to enter onto my property to view a tree being submitted for nomination. I hereby give my consent to allow the public the opportunity to view the nominated tree on my property from the public street right-of-way if Landmark Tree status is obtained.
Property Owner Signature Lynn Zimmermann
Date 1.19.18

Submit Completed Nomination

City of Ukiah
Community Services Department
411 West Clay Street
Ukiah, California 95482
Attention: Landmark Tree Program

(707) 463-6231

Benefits

- Certificate of Recognition presented to owner
- Landmark Tree designation for the life of the tree
- Well maintained trees add to property value
- Trees provide shade and can reduce cooling and heating bills

Check List

- Nomination form
- Site map of tree location
- Picture of the tree(s)
- Brochures, newspaper clippings, or other supportive documentation
- Historical data or other significant information related to the tree
- Property owner consent

City of Ukiah

Landmark Tree Program

City of Ukiah

COMMUNITY SERVICES 411 W. CLAY STREET

(707) 463-6231
www.cityofukiah.com

City of Ukiah

Tree Advisory Group

Landmark Tree Program

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Nomination Form

TREE LOCATION
Please include map of property and photo
204 North Dora Street

COMMON NAME OF TREE
Douglas Fir

TREE CATEGORY ☐ Specimen ☑ Size/Age ☑ Historic Interest ☐ Aesthetic Appeal ☐ Environmental Value
Pick all that apply. If other, please explain.

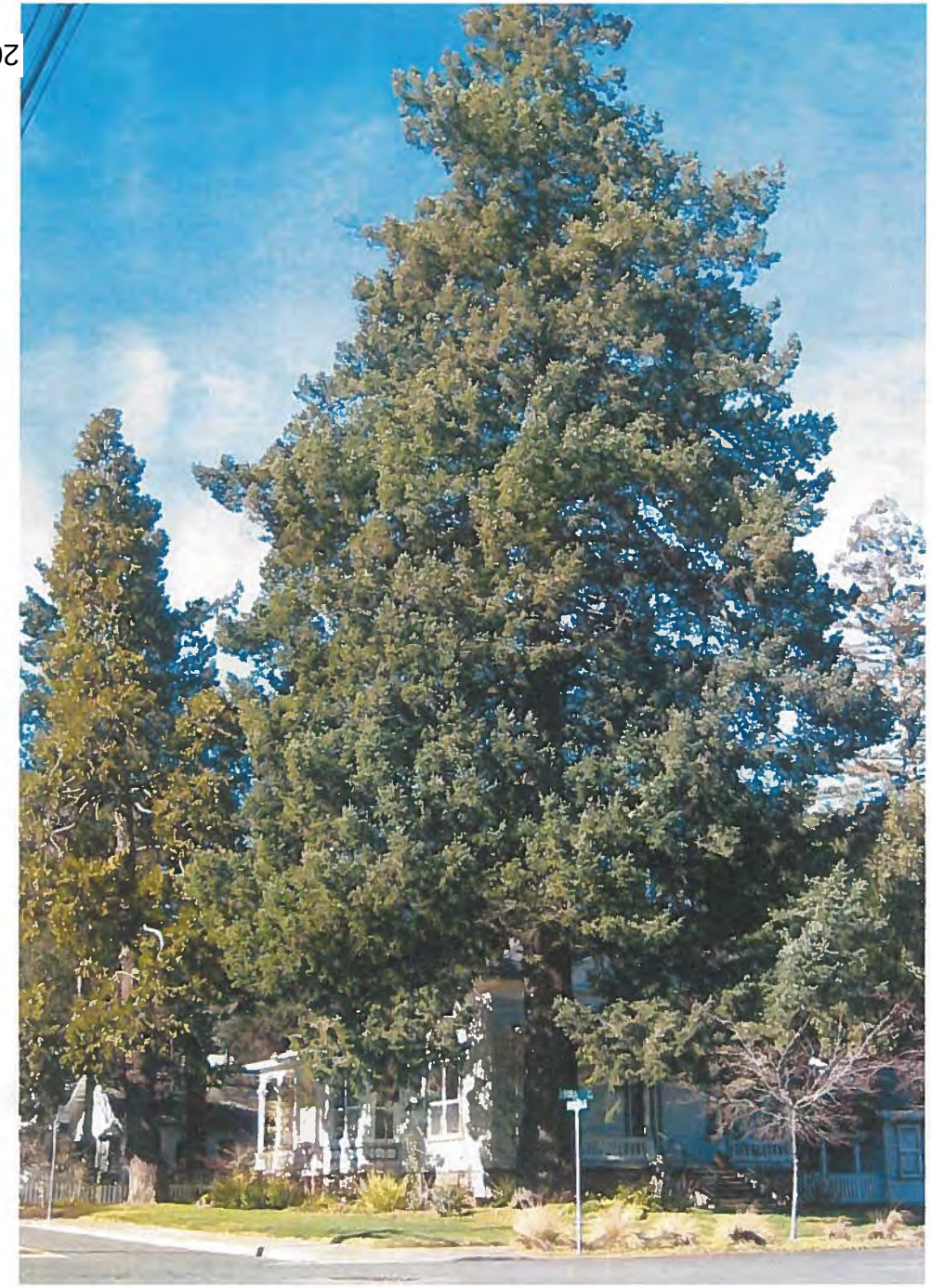
Nominator Lynn Zimmerman	Date Submitted 1.19.18
Address 204 North Dora	
Home Phone 462-4870	Cell Phone	Email lynnzimm@mcn.org
Tree Owner Name (if different than nominator) Lynn Zimmerman	
Address 204 North Dora St. (APN 001-227-05)	
Home Phone 462-4870	Cell Phone	Email lynnzimm@mcn.org

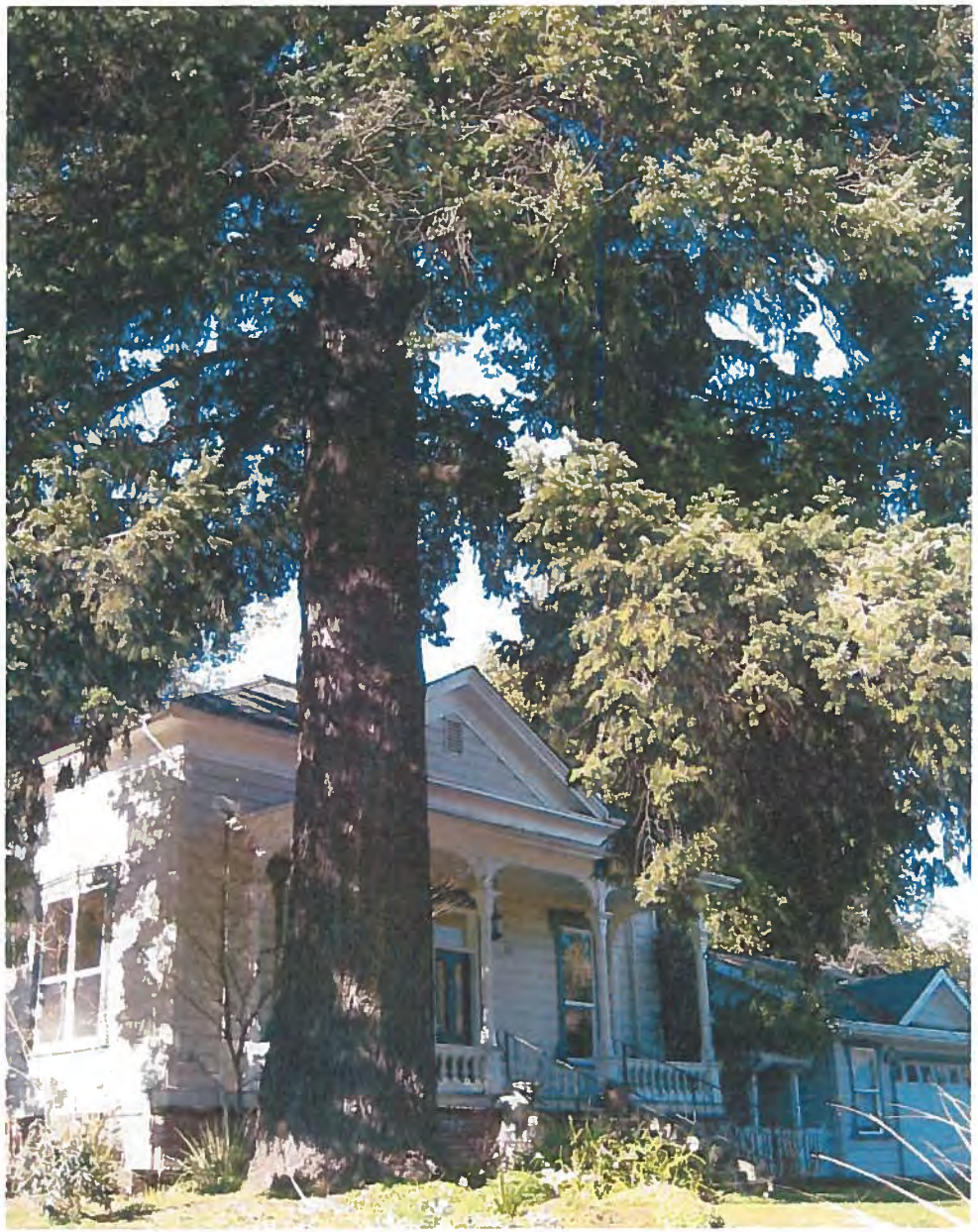
Significance of Tree/Grove

Highlight and justify the specific reason(s) you think the tree is significant. Include any documents like newspaper clippings , brochures or other historical documentation.

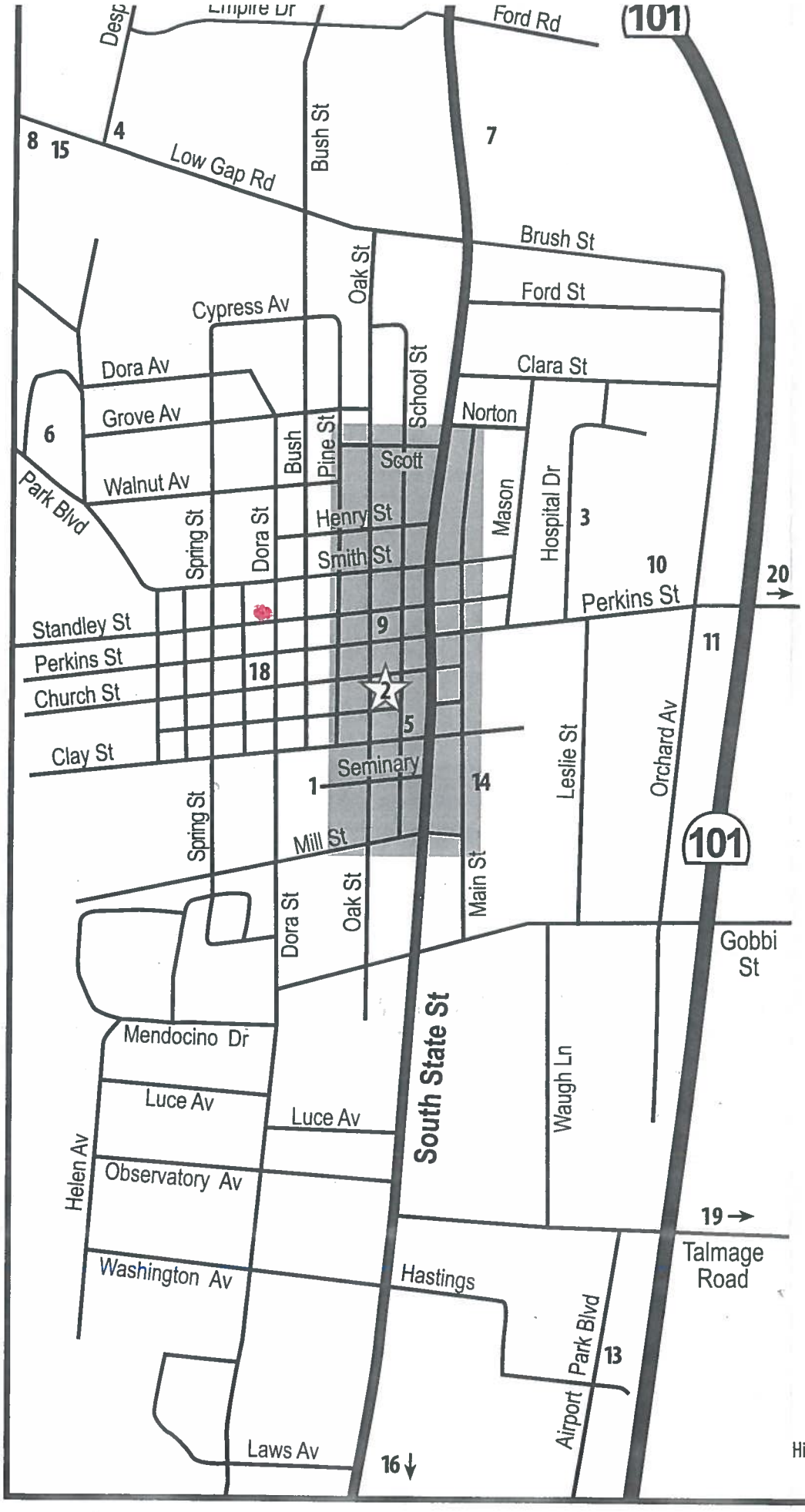
sizable tree ([redacted])
DBH = 55"
corner of Dora St. and W. Standley St.

(also on property: Incense Cedar, at Standley Street.)





204 N. Dora St.



FOR YOUR INFORMATION

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3 Ukiah Valley Medical Center

4 Historic Russian River Cemetery

PARKS & RECREATIONAL

5 Alex R. Thomas, Jr. Park Plaza – *Site of local festivals and Farmers Market*

6 Todd Grove Park – *18 hole municipal golf course; Olympic-sized swimming pool; FREE summer concerts; lighted baseball complex; playground*

7 Redwood Empire Fairgrounds – *Ukiah Speedway; fairs*

8 Low Gap Regional Park – *Hiking trails, tennis courts, nature course, skate park, dog park, playgrounds*

SHOPPING

9 Historic Downtown – *Shopping, dining, art galleries*

10 Pear Tree Center

11 Orchard Plaza

12 Crossroads Shopping Center

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POINTS OF INTEREST

14 Sun House / Grace Hudson Museum

15 Ukiah Players Theatre

16 South to Wineries, Real Goods Solar Living Institute, Casino

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22 Mendocino Community College – *State-of-the-art performing arts center*

23 West to Montgomery Woods Redwood Grove

• 204 N Dora St

Historic Downtown Ukiah – enlargement on back

Revised October 2011

Landmark Tree Nomination : Coastal Redwood, 1201 W. Clay Street

A sizable Coastal Redwood grows at the entrance of the property at 1201 W. Clay Street, next to a Deodar Cedar on the adjacent property. Both have grown up together into beautiful specimens.

The Coast Redwood (Sequoia sempervirens) is one of the oldest conifer species, dating back to the dinosaurs. This species can reach great heights --the record stands at 370 ft.— and live for over a thousand years. Its fibrous, reddish bark resists fire, while its seeds germinate after a fire. These redwoods were once the dominant species of the dense coastal forests from Oregon to Big Sur.

Coastal redwoods do not grow as tall in an urban environment, but they do well when given space and ample water. This redwood (with a DBH of 5 ft.) is about one hundred years old, providing beauty and wildlife habitat, and it is well cared for by its owner, receiving several deep waterings during our dry, hot summers.

Encl: application form
Photo (2)
map

Property Owner Consent

23

Property Owner Name

Lorie Leaf

Address

1201 W. Clay St

City, State Zip

Ukiah, Ca 95482

Home Phone 964-3999 - Voice

707-234-3347 Please

Email

I hereby authorize the City of Ukiah and/or their agents the right to enter onto my property to view a tree being submitted for nomination. I hereby give my consent to allow the public the opportunity to view the nominated tree on my property from the public street right-of-way if Landmark Tree status is obtained.

Property Owner Signature

Lorie Leaf

Date

3-4-19

Submit Completed Nomination

City of Ukiah
Community Services Department
411 West Clay Street
Ukiah, California 95482
Attention: Landmark Tree Program

(707) 463-6231

Benefits

- Certificate of Recognition presented to owner
- Landmark Tree designation for the life of the tree
- Well maintained trees add to property value
- Trees provide shade and can reduce cooling and heating bills

Check List

- Nomination form
- Site map of tree location
- Picture of the tree(s)
- Brochures, newspaper clippings, or other supportive documentation
- Historical data or other significant information related to the tree
- Property owner consent

City of Ukiah

Landmark Tree Program

City of Ukiah

COMMUNITY SERVICES 411 W. CLAY STREET

(707) 463-6231
www.cityofukiah.com

City of Ukiah

Tree Advisory Group

Landmark Tree Program

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Nomination Form

TREE LOCATION
Please include map of property and photo
1201 W. Clay St, Ukiah (APN 1-24-3)

COMMON NAME OF TREE
Coastal Redwood

TREE CATEGORY ☒ Specimen ☒ Size/Age ☐ Historic Interest ☒ Aesthetic Appeal ☒ Environmental Value
Pick all that apply. If other, please explain.

Nominator Lorie Leaf		Date Submitted 3-4-19
Address 1201 W. Clay St		
Home Phone 964-3999 Voice 707-234-3347 "	Cell Phone	Email —
Tree Owner Name *(if different than nominator)* Lorie Leaf		
Address 1201 W. Clay St		
Home Phone 234-3347-Voice	Cell Phone —	Email —

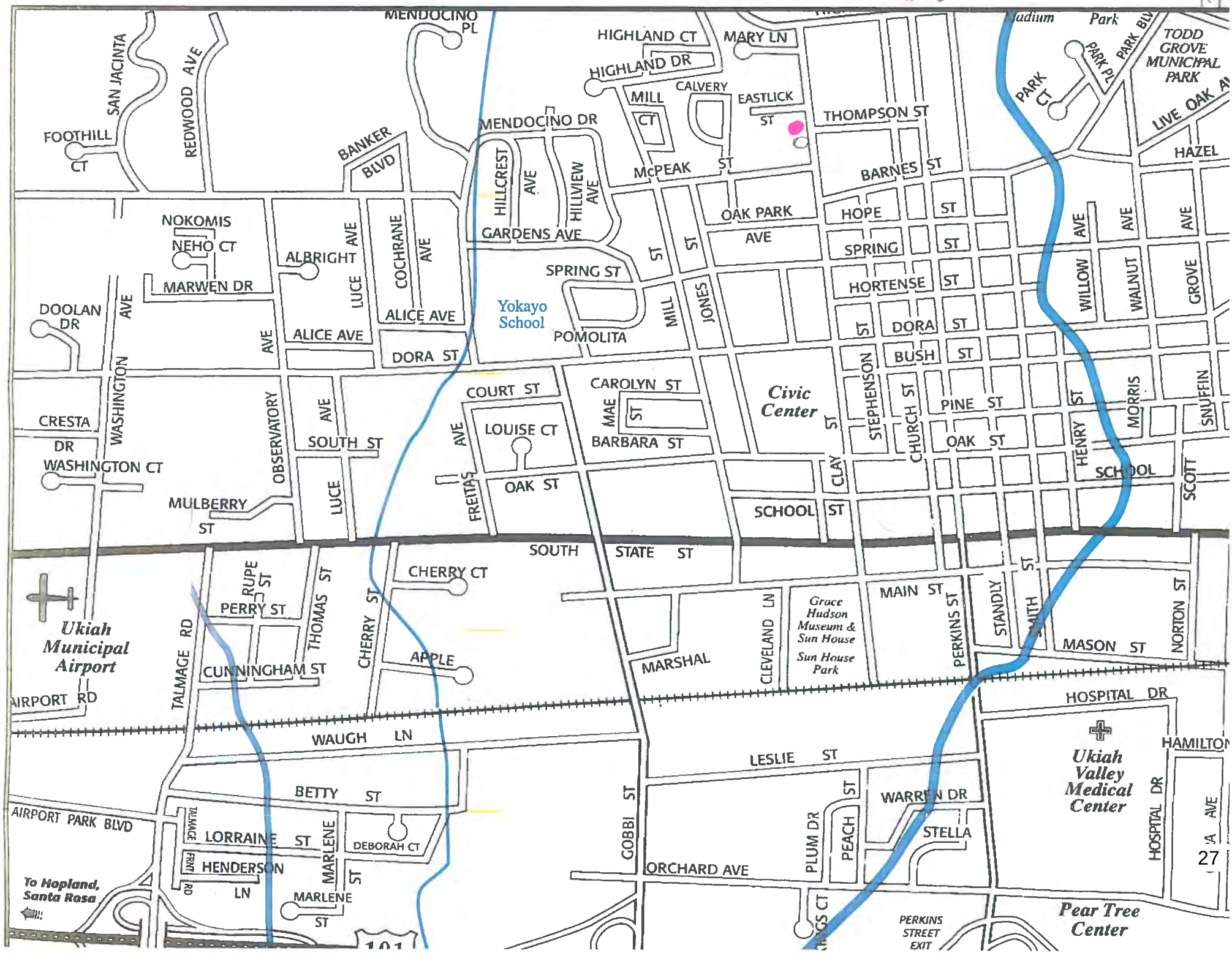
Significance of Tree/Grove

Highlight and justify the specific reason(s) you think the tree is significant. Include any documents like newspaper clippings , brochures or other historical documentation.

I think it is over 100 yr. old. Its a Native tree. It is so beautiful & I think the neighborhood appreciates it. It is supported by & supports the large tree close by at the gardenclub. Its a great habitat for local birds etc.

Redwood, 1201 clay St C6/18

Redwood, 1201 Clay St. (3/18)


MENDOCINO PL
HIGHLAND CT
MARY LN
HIGHLAND DR
CALVERY
MILL CT
EASTLICK ST
THOMPSON ST
TODD GROVE MUNICIPAL PARK
PARK CT
PARK PL
PARK BLVD
LIVE OAK AVE
HAZEL
SAN JACINTA
REDWOOD AVE
FOOTHILL CT
BANKER BLVD
MENDOCINO DR
HILLCREST AVE
HILLVIEW AVE
McPEAK ST
BARNES ST
NOKOMIS
NEHO CT
MARWEN DR
ALBRIGHT AVE
LUCE AVE
COCHRANE AVE
GARDENS AVE
OAK PARK AVE
HOPE ST
SPRING ST
HORTENSE ST
DORA ST
BUSH ST
WILLOW AVE
WALNUT AVE
GROVE AVE
DOOLAN DR
WASHINGTON AVE
ALICE AVE
DORA ST
SPRING ST
Yokayo School
POMOLITA
MILL ST
JONES ST
CRESTA DR
WASHINGTON CT
OBSERVATORY AVE
SOUTH ST
COURT ST
LOUISE CT
CAROLYN ST
MAE ST
BARBARA ST
Civic Center
STEPHENSON ST
CHURCH ST
PINE ST
OAK ST
HENRY ST
MORRIS ST
SNUFFIN
SCHOOL
SCOTT
MULBERRY ST
LUCE
FREITAS AVE
OAK ST
CLAY ST
SCHOOL ST
SOUTH STATE ST
CHERRY CT
RUPE ST
PERRY ST
THOMAS ST
CHERRY ST
Ukiah Municipal Airport
TALMAGE RD
CUNNINGHAM ST
APPLE
MARSHAL
CLEVELAND LN
Grace Hudson Museum & Sun House
Sun House Park
MAIN ST
PERKINS ST
STANDLY ST
SMITH ST
MASON ST
NORTON ST
AIRPORT RD
HOSPITAL DR
WAUGH LN
LESLIE ST
HAMILTON
Ukiah Valley Medical Center
BETTY ST
AIRPORT PARK BLVD
LORRAINE ST
DEBORAH CT
MARLENE ST
HENDERSON LN
MARLENE ST
GOBBI ST
ORCHARD AVE
PLUM DR
PEACH ST
WARREN DR
STELLA
HOSPITAL DR
To Hopland, Santa Rosa
PERKINS STREET EXIT
Pear Tree Center

Landmark Tree Nomination : Deodar Cedar, 1203 W. Clay Street
A large Deodar Cedar dominates the front yard of 1203 W. Clay Street, the home of the Ukiah Garden Club since 1946. It seems to have grown up together with the redwood tree next door (1201 W. Clay).
The Deodar Cedar (Cedrus deodara), which is native to the Himalayans, grows quite well in our dry, hot climate. This conifer has short needles arranged in bundles. The seed-bearing cones look like small footballs sitting erect on the branches. When they fall off the trees at maturity –or are dropped by squirrels - they break apart, releasing winged seed.
The resinous cedar wood is durable and fragrant.

Not many Deodars are planted nowadays because people prefer small trees, which are "no trouble" but also do not provide much shade, cooling, or habitat. Therefore the large Deodars in our neighborhoods are a valuable heritage.

Encl: application form
Photo
map
Bko 2/19

Property Owner Consent

Property Owner Name	Ukiah Garden Club
Address	1203 West Clay St.
City, State Zip	Ukiah, Calif. 95482
Home Phone	president
Email	678-938-9777 ~~(707-367-03)~~

I hereby authorize the City of Ukiah and/or their agents the right to enter onto my property to view a tree being submitted for nomination. I hereby give my consent to allow the public the opportunity to view the nominated tree on my property from the public street right-of-way if Landmark Tree status is obtained.

Property Owner Signature	M Ferguson (President Ukiah Garden Club)
Date	1/24/2019

Submit Completed Nomination

City of Ukiah
Community Services Department
411 West Clay Street
Ukiah, California 95482
Attention: Landmark Tree Program

(707) 463-6231

Benefits

- Certificate of Recognition presented to owner
- Landmark Tree designation for the life of the tree
- Well maintained trees add to property value
- Trees provide shade and can reduce cooling and heating bills

Check List

- Nomination form
- Site map of tree location
- Picture of the tree(s)
- Brochures, newspaper clippings, or other supportive documentation
- Historical data or other significant information related to the tree
- Property owner consent

City of Ukiah

Landmark Tree Program

City of Ukiah

COMMUNITY SERVICES 411 W. CLAY STREET

(707) 463-6231
www.cityofukiah.com

City of Ukiah

Tree Advisory Group

Landmark Tree Program

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Nomination Form

TREE LOCATION
Please include map of property and photo
1203 West Clay Street

COMMON NAME OF TREE
Deodar Cedar

TREE CATEGORY ☐ Specimen ☒ Size/Age ☐ Historic Interest ☒ Aesthetic Appeal ☐ Environmental Value
Pick all that apply. If other, please explain.

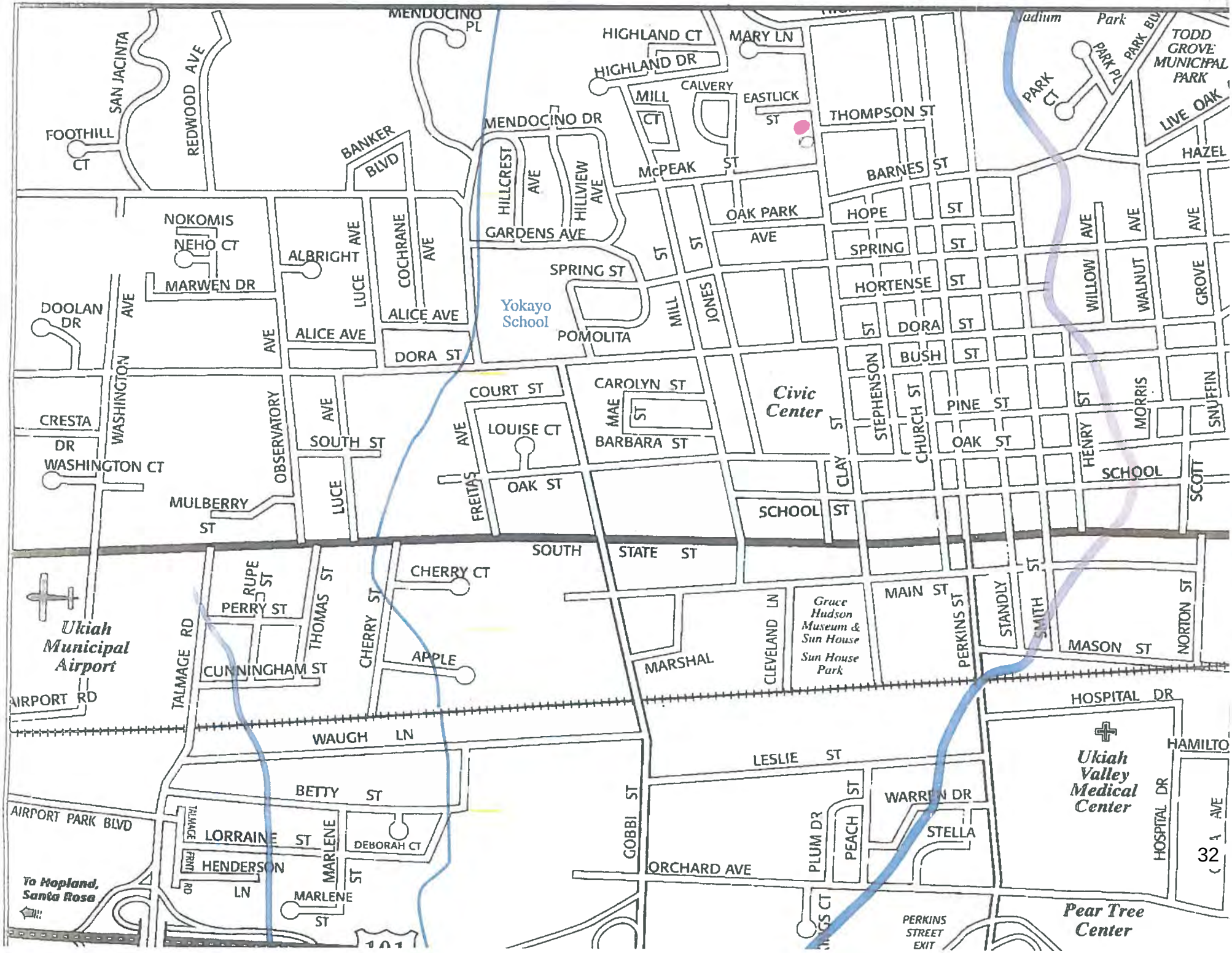
Nominator: Ukiah Garden Club	Date Submitted: 1/24,19
Address: 1203 West Clay St.	
Home Phone: 707-367-0335	Cell Phone: — / Email: —
Tree Owner Name (if different than nominator): Ukiah Garden Club	
Address: 1203 West Clay St. (APN 1-24-2)	
Home Phone: 678-938-9777	Cell Phone: (president) / Email:

Significance of Tree/Grove

Highlight and justify the specific reason(s) you think the tree is significant. Include any documents like newspaper clippings , brochures or other historical documentation. Bruni Kobbee and Gregg Young gave a program at Ukeah Garden Club on Sept. 12 2018 and wanted us to put in the front yard the tree as a Landmark tree. At that time we voted not to, but we have recently voted to make our tree a Landmark Tree, Linda Furguson president; 678-938-9777 Diann Ells made the motion to make the tree a landmark tree

1203 N. Clay St

redwood D. Cedar



Agenda Item No.: 7b

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-678-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Council Approval of a Budget Amendment to Complete the Balance of Expenditures Necessary to Close Out the National Oceanic and Atmospheric Administration National Geodetic Survey Grant.

DEPARTMENT: Community Services **PREPARED BY:** Tami Bartolomei

ATTACHMENTS:

Attachment 1 - NOAA Contract Agreement

Summary: The Council will consider approval of a budget amendment to complete the balance of expenditures necessary to close out the National Oceanic and Atmospheric Administration (NOAA) National Geodetic Survey for Observatory Park in the amount of $5,205.44.

Background: Community Services received a grant in 2018 in the amount of $12,000 from National Oceanic and Atmospheric Administration (NOAA) for projects at Observatory park (Attachment 1). These projects include an interpretive plaque, minor upgrade to the Observatory house garage for storage of telescopes, payment to Gaithersburg International Latitude Observatories for an interpretive plaque that will have the same information as the Ukiah Observatory plaque, and educational curriculum that will be used for public education on the history of the Observatory.

Discussion: Staff has completed the upgrade to the Observatory House, interpretive plaque content and

RECOMMENDED ACTION: Approve a budget amendment to complete the balance of expenditures necessary to close out the National Oceanic and Atmospheric Administration (NOAA) National Geodetic Survey for Observatory Park in the amount of $5,205.44.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 30200000.52100

PROPOSED BUDGET AMOUNT: $5,205.44 30200000.52100

FINANCING SOURCE: Fund Balance 302

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Purchasing Supervisor

Approved: Sage Sangiacomo, City Manager

design. A budget amendment for the remaining grant funds of $5,205.44 is necessary to complete the projects and close out of the grant, since there is currently not an approved budget appropriation. The transfer will be from the grant's fund balance in Fund 302, and transferred to 30200000.52100.

2

ATTACHMENT 1 Final Signed

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: NCNL1000-17-00585

PAGE 1 OF 18

2. CONTRACT NO.: EA133C17SU0205

3. AWARD/EFFECTIVE DATE: Mar 1, 2017

4. ORDER NUMBER:

5. SOLICITATION NUMBER:

6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: KELLY PARR
KELLY.PARR@NOAA.GOV
b. TELEPHONE NUMBER (No collect calls): 757-605-7411

8. OFFER DUE DATE/ LOCAL TIME:

9. ISSUED BY CODE AJ930073
NOAA/ERAD
200 GRANBY STREET
NORFOLK VA 23510

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☐ SET ASIDE: ____ % FOR:
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8 (A)
NAICS
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS: none

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE NFFR7000
NOAA/NMFS
SWFSC ACQUISITIONS
8901 LA JOLLA SHORES DR
LA JOLLA CA 92037

16. ADMINISTERED BY CODE AJ930073
NOAA/ERAD
200 GRANBY STREET
NORFOLK VA 23510

17a CONTRACTOR/ OFFEROR. CODE 00027712 FACILITY CODE
UKIAH, CITY OF
300 SEMINARY AVE
UKIAH CA 95482

CAGE: 1WGX8
TIN: 946000446 DUNS: 074642893
TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE AJ111012
NOAA FINANCE OFFICE, AOD
20020 CENTURY BLVD
GERMANTOWN MD 20874

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.			$ 12,000.00	$ 12,000.00
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$12,000.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATE _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
Sage Sangiacomo

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)
Sage Sangiacomo
City Manager

30c. DATE SIGNED: March 15, 2017

31b. NAME OF CONTRACTING OFFICER (Type or print)
ARTHUR A. HILDEBRANDT 757-441-6865
ANDREW.HILDEBRANDT@NOAA.GOV

31c. DATE SIGNED: Mar 1, 2017

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE $	AMOUNT $
	MAIL INVOICE FOR PAYMENT CERTIFICATION TO Sonita Tiwari (Point of Contact) NOAA State Advisors Group /N/NGS1X1 1315 E-W Hwy, SSMC-3 RM 9356 Silver Spring, MD 20910 301-713-3231 x115 A COPY OF THE INVOICE SHALL ALSO BE PROVIDED TO: Kelly Parr NOAA/ERAD 200 Granby Street, Room 815 Norfolk, Virginia 23510 SEND INVOICE VIA E-MAIL TO: sonita.tiwari@noaa.gov kelly.parr@noaa.gov PAYMENT WILL BE MADE BY: NOAA Finance Office, AOD 20020 Century Blvd. Germantown, MD 20874				
0001	Preserving the Ukiah and Gaithersburg Latitude Observatories The proposed interpretive plaques, updated visitor brochures and website and the curriculum developed by this project will greatly enhance the restored Ukiah and deliverables also provided to the Gaithersburg International Latitude Observatories. The display of heritage assets (the Wanschaff zenith telescope and Strosser and Rohde sidereal clock) used in the international study will help visitors appreciate the applied scientific method and the unique role the USC&GS had in the United States becoming a preeminent leader in scientific inquiry. Accounting and Appropriation Data: 14.17.R8KNRGA PPS.1043.011010005. 1011000103000000.25262535.000000 $12,000.00 Period of Performance: 03/01/2017 to 02/28/2018	1.00	EA	12,000.00	12,000.00

Agenda Item No.: 7c

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-666-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approve Change Order to Purchase Order 45968 Issued to Redwood Ford in the Amount of $13,147.75 to Add a Van Box to the Cutaway Cab and Chassis for the Camera Truck.

DEPARTMENT: Water Resources **PREPARED BY:** Mary Williamson

ATTACHMENTS:

Attachment 1 - PO 45968 Redwood Ford

Attachment 2 - Quote

Attachment 3 - Vehicle & Heavy Equipment Request & Justification Form

Summary: Council will consider approving a change order to Purchase Order 45968 issued to Redwood Ford in the amount of $13,147.28 to add a Van Box to be mounted on the cutaway cab and chassis for the Camera Truck.

Background: On April 3, 2019, Council approved the purchase of the Ford E450 cutaway cab and chassis from Redwood Ford in the amount of $33,144.28. Please refer to Attachment 1 for a copy of the purchase order. This order would be drop-shipped to Subsite, LLC, so that the Sewer Camera Truck can be built.

Discussion: Due to a misunderstanding on Staff's part, the specifications for the cab and chassis were also supposed to include a 17' long by 85" high by 96" wide van box before it was to be sent to the camera truck builder, Subsite, LLC. Please refer to Attachment 2 for a copy of the quote received from Redwood Ford in the

RECOMMENDED ACTION: Approve Change Order to Purchase Order 45968 Issued to Redwood Ford in the Amount of $13,147.75 to Add a Van Box to the Cutaway Cab and Chassis for the Camera Truck.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10024224.80100.V2637 $27,500; 84027221.80100.V2637 $212,500.00

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: P.O. #45968

COORDINATED WITH: Mary Horger, Procurement Manager and Mary Williamson, Buyer II

Approved: Sage Sangiacomo, City Manager

amount of $13,147.75 for this additional item. A copy of the original Vehicle & Heavy Equipment Justification sheet is provided for as Attachment 3. The original budget for this equipment was $240,000. With this change order, the actual amount for this purchase will be $239,926.22.

It is Staff's recommendation to approve the change order to the existing order with Redwood Ford in the amount of $13,147.75 for the additional box necessary for the camera truck build.

2

ATTACHMENT 1

3

Purchase Order

Fiscal Year 2019 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 45968-00

Delivery must be made within doors of specified destination.

BILL TO
CITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482

VENDOR
REDWOOD FORD
1170 S STATE ST
UKIAH CA 95482

SHIP TO
CITY OF UKIAH - CORPORATION YD
1320 AIRPORT ROAD
UKIAH CA 95482

Vendor Phone Number	Vendor Fax Number	Buyer	Date Ordered	Date Required
		Mary Williamson	04/04/2019	09/04/2019

Delivery Reference	Freight Method/Terms	Department/Location	Sales Tax Rate
DON BROWN / DAVE KIRCH	UKIAH / NET 30	WATER/SEWER	0.000

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	NEW 2019 OR NEWER E450 CUTAWAY, CABA AND SD CHASSIS ONLY OR EQUIVALENT PER CITY OF UKIAH EQUIPMENT SPECIFICATION #E36746, INCLUDES ALL EQUIPMENT, ACCESSORIES AND OPTIONAL ITEMS INCLUDING ALL SERVICE MANUALS	1.0	EACH	$30,220.000	$30,220.00
2	TIRE & FILING FEES	42.3	DOLL	$1.000	$42.25
3	DELIVERY FEE - TO SUBSITE ELECTRONICS IN PETALUMA	200.0	DOLL	$1.000	$200.00
4	SALES TAX	2682.0	DOLL	$1.000	$2,682.03
	REF REQ E36746 PER QUOTE #000754, HGAC CONTRACT #SC01-18 COUNCIL APPROVED 4/3/2019 TO BE DELIVERED TO: SUBSITE ELECTRONICS, ATTN: CHRIS REMILLARD 1327 CLEGG STREET PETALUMA, CA 94954				

By _____
Purchasing Supervisor

VENDOR COPY

PO Total $33,144.28

SUPREME™

Quotation Date 4/5/2019

Quote # AA-040519-08533A

(P) (951)616-8272 (F) (574)642-0093
mario.hernandez@wabashnational.com

SIA17085096 - SUBSITE W/SD

AA REDWOOD FORD
ATTN: JOHN LANZIT
JLANZIT@REDWOODFORD.COM
1170 S STATE ST
ENTER CITY, 00

PHONE 707-468-0091
FAX
SALESPERSON MARIO HERNANDEZ
QUOTED BY Mario Hernandez
REQUIRED DATE

SUBSITE - CITY OF UKIAH

CHASSIS E450 - FORD **YEAR** YR19 **WHEELBASE** 176 **FW** **CA** 118 **ENGINE**
FUEL TYPE GAS **AXLE TYPE** SINGLE AXLE DUAL REAR WHEEL **EXHAUST TYPE** **POOL** FS7FR

MODEL SIA **LENGTH** 17'0" ID **HEIGHT** 85 ID **WIDTH** 96 OD **SIGNATURE INER-CITY ALUMINUM**

BID NUMBER:	SQ NUMBER=190405-535	
CHASSIS INFO:	GAS FUEL	
	CHASSIS GROSS VEHICLE WEIGHT=14500	
BODY SIZE:	17' X 85"H X 96"W	
FLOOR:	PRE-COATED UNDERSTRUCTURE	
	FLAT FLOOR	
	3"FORMED CROSSMEMBERS-16" O.C.	PRE-COATED
	5" FORMED CHANNEL LONGSILLS PRE-	COATED
	FLOOR 1-1/8" LAMINATED HARDWOOD	
	NO SKIRTS	
REAR END:	STANDARD REAR END W/DOOR OPENING	
	GALVANNEALED REAR DOOR FRAME	
REAR DOOR:	WHITING OVERHEAD DOOR	
	WHITING PREMIUM SPEC OVERHEAD DOOR	WITH 1-1/2" TRACK BRACKETS
	OH REAR DOOR 88" X 79" CLEAR	
	MS LOCK ON OVERHEAD DOOR	
	STD 10G ONE PIECE V-GROOVED	THRESHOLD
	2 GRAB HANDLES - REAR ALUM 12"	
SIDE DOOR:	*32" W X 78" H RV SIDE DOOR	NO STEPWELL WITH HARDWARE/ NO SCREEN NEEDED
	(1)NON STD SIDE DOOR LOCATION	48" BACK FROM C/S FRONT WALL
	1 - COACH DOOR HARDWARE-SIDE	
	(2) TWO STEP - PULLOUT RV STEP	
	1 GRAB HANDLE - SIDE ALUM 12"	
BUMPER:	12" DEEP POOCHED STEP BUMPER WITH	CENTER PANEL (ONE WAY)
BULKHEAD:	*10" SETBACK BULKHEAD	
FRONT END:	TALL CAB ACCESS DOOR WITH TOPHAT	
	3/8" CORE FRP FRONT WALL	
	COMPOSITE CORNER WIND DEFLECTOR	INCLUDES WIRE COVERS
	ALUM. EXTRUDED FRONT CORNERS	
	WIND DEFL RAD .063 MILL ALUM	
	FULL CAB CUT-OUT IN FRONT WALL	
	TOP HAT AERODYNAMIC CAB CONVERSION	WITH CHASSIS ROOF CUTOUT
	IF CHASSIS EQUIPPED WITH SATELLITE	RECEIVERS MAY REQUIRE RELOCATION FOR AN ADDITIONAL CHARGE.
SIDEWALLS:	.040 PRE-PAINTED WHITE N0006HN	
	PAINT REAR FRAME STD WHITE	
	SUPREME DECALS	
	SIDE WALL Z-POSTS ON 16" CENTERS	
LINING:	3/8" PLYWOOD LINING FULL SIDES	
SCUFF:	NO SCUFF	
ROOF:	.032 ALUM ROOF SKIN	
	ANTI SNAG ROOF BOWS ON 24" CENTER	
CARGO CONTROL:	NO CARGO CONTROL	
INTERIOR LIGHTS:	INSTALL DOME LIGHT-SEE BELOW	
	9-DIODE LED DOME LIGHT (STANDARD)	
	DOME LIGHT LOCATED CENTER SIDE TO	SIDE EVENLY SPACED IN CEILING
	DOME LIGHT W/REAR SWITCH HOT WIRED	
EXTERIOR LIGHTS:	LED FMVSS 108 EXTERIOR LIGHTS	W/SEALED WIRING HARNESS
	STD 6" OVAL MULTI DIODE LED	ON CORNER POSTS WITH LED BACK-UP LIGHTS

SUPREME™

Quote # AA-040519-08533A

(P) (951)616-8272 (F) (574)642-0093
mario.hernandez@wabashnational.com

MISC OPTIONS:	MIRRORS INCLUDED WITH CHASSIS *SPECIAL OPTION A	INSTALL LICENSE PLATE LIGHT / FRAME ON LEFT SIDE OF CENTER PANEL ON 12" POOCHED BUMPER SAME AS J040479
MOUNTING:	CHASSIS WILL BE PUCK MOUNTED MUDFLAPS STD SUPREME FLAPS ANTI-SAIL MUDFLAP BRACKETS	
SHIPPING:	WEIGHT SLIP SUPREME DELIVERY	

39995 - FREIGHT CHARGE TO UKIAH, CA

SUBTOTAL	$11,196
	$880
TOTAL	$12,076

Thank you for the opportunity to offer our quotation for your equipment needs. We look forward to your acceptance of this proposal. All prices are firm for 30 days from the date of this quotation. Prices are subject to revision after this date. Payment terms are C.O.D. unless prior credit arrangements have been made. No credit card payments will be accepted. Pricing may be subject to federal, state, local taxes and surcharges at the time of invoicing.

ATC 71.75
13147-P

PURCHASED MATERIALS: Supreme and Buyer agree to review Bill of Material cost on quoted product quarterly. Supreme and Buyer agree to review raw material based on AMM (American Metals Market), PPI (Producer Price Index) and TTM(Tropical Timbers Market) or similar indices and purchased options based on supplier pricing. If the total material costs are within 3% of what they were at time of quote, there will be no change. If the total material costs are greater than 3% of what they were at time of quote, the price of the body will include that increase adjustment at time of invoice. If the total material costs are greater than -3% of what they were at time of quote, the buyer will receive that decrease adjustment at time of invoice. Increase or decrease adjustment will factor from the 0% up or down. (Applicable only to bids longer than 90 days in duration)

QUOTE DURATION: Supreme requires that body production begin within 90 days of order placement. Any order not started by the 90th day after order placement may be subject to pricing review or adjustment.

DIMENSIONS: All dimensions, weights, and measurements specified herein are subject to Supreme's manufacturing tolerances and may vary depending on options/chassis selected. Please contact your Supreme representative for measurements for your specific body order.

CHASSIS: When mounting a Supreme body on a used chassis all used chassis will be inspected by Supreme Corp. personnel upon the chassis arriving at our facility. It is in the best interest of all parties involved to ensure that the used chassis is suitable for use. Chassis will be inspected for road worthiness and OEM original specifications. Any necessary upgrades or repairs will be the responsibility of the customer including any delays as a result of vehicle upgrades or repairs. When not using a Supreme bailment chassis customer is responsible that the chassis has adequate mirrors and frame pucks for mounting a Supreme body.

PAINTING: Supreme does not warrant all colors painted on or impregnated in the gelcoat finish of a body and there are some colors that are not recommended. Please contact your Supreme sales representative to determine the warranty for your specific order.

NOTICE: Supreme shall not be liable for any such loss or damage as a result of any delay or failure to deliver, for any reason, including, but not limited to, any act of God, act of buyer, embargo or other government act, regulation or request, fire, accident, strike, slowdown, war, riot, vandalism, shortage, delay in transportation, or delayed delivery by suppliers.

Supreme shall not be liable for any incidental or consequential damages that may occur to customers used truck body, truck equipment, or personal items left in chassis or truck body while in Supremes possession for repairs and/ dismount.

In addition, customer agrees to reimburse Supreme for storage lot expense for their truck body after (90) days from dismount date. After the (90) day a fee of $125.00 will apply including a $6.00 per day fee thereafter for up to 180 days. After 180 days, the customers dismounted body will become the property of Supreme and a $780. disposal fee will apply.

Signature_____ Date_____ PO # _____

Last 8 of chassis VIN_____(for drop-ship) Dealer #_____(for pool chassis)

ATTACHMENT 3

City of Ukiah

Vehicle & Heavy Equipment Request & Justification

FOR FISCAL YEAR: 2018/2019

ITEM: CAMERA TRUCK	ASSET USEFUL LIFE: 5-10 YEARS	ESTIMATED COST: $240,000

SUBMITTED BY: DAVE KIRCH, FLEET AND PLANT MAINTENANCE SUPERVISOR

NEW REQUEST OR REPLACEMENT OF EXISTING?: Replacement of existing.

DEPARTMENT(S)	DIVISION(S)	PROJECT CODE	ORG & OBJECT ACCOUNT CODE	PROPOSED BUDGETED AMOUNT FOR EACH DEPT/DIV
PUBLIC WORKS	STORM WATER	V2637	10024224.80100	$27,500.00
WATER RESOURCES	SEWER OPERATIONS	V2637	84027221.80100	$212,500.00

***EXISTING* VEHICLE OR EQUIPMENT REQUESTING TO BE REPLACED**

CITY EQUIPMENT #	YEAR	MODEL	VIN/SERIAL #
2636	2008	CHEVY HI-CUBE VAN	1GBJG31K881111293

ESTIMATED LIFE IN MILEAGE/HOURS	CURRENT MILEAGE/HOURS	ORIGINAL PURCHASE PRICE	ESTIMATED SALVAGE/RESALE VALUE
Based on Time	11,100 MILES/2030 HRS	$178,315.11	Approximately $15,000

CURRENT CONDITION: The vehicle is in good condition, but the CCTV system is in poor condition and repair time is lengthy and inconsistent.

MAINTENANCE COSTS TO DATE	ADDITIONAL NEEDED REPAIRS ESTIMATE (IF APPLICABLE)	MEET CARB STANDARDS?
(2010 to present) $47,521	$3000 - $5000	YES

ESTIMATED OUT-OF-SERVICE TIME	PARTS AVAILABILITY
584 HOURS	PARTS ARE AVAILABLE-CCTV parts long lead time.

***PROPOSED* VEHICLE OR HEAVY EQUIPMENT**

PROPOSED EQUIPMENT SPECIFICATIONS (ATTACH ADDITIONAL DOCUMENTATION IF NECESSARY): 2018/2019 Ford E450 Hi-Cube Van Box with TrakSTAR Camera system by 3T equipment or equal.

EST. MILEAGE/HOURS PER YEAR	1,500 - 2,000 MILES

JUSTIFICATION/USE/NEED: This equipment will be used for CCTV inspections of sewer mains and storm drain lines. When a sanitary sewer overflow occurs, a report must be filed with the State Water Resources Control Board and the line must be video inspected to identify the cause of the spill. In addition, many of the storm drain lines are collapsed and failing and need inspection to determine replacement or repair options.

COST/BENEFIT ANALYSIS: The cost of repairs to the CCTV system component of the truck have already exceeded the value of the equipment. Due to the out of service time compared to the critical need of the equipment and cost of fines that could be incurred exceed the replacement cost. Based on past history, use of this equipment should extend well beyond the standard useful like of 5-10 years, to most likely 10-15 years. Based on this estimation, the cost for the equipment alone will be approximately $16,000 per year.

OTHER INDIRECT BENEFITS: The new CCTV equipment will have the ability to serve more than one Division and parts availability and service is expected to increase.

ALTERNATE SOLUTIONS EXPLORED: Have reviewed retrofitting current van with new equipment. The cost would equal to the price of a replacement camera van.

ADDITIONAL COMMENTS: None.

REVIEWED & APPROVED BY:	SIGNATURE	DATE
DEPARTMENT HEAD		
FLEET MAINTENANCE SUPERVISOR		

Agenda Item No.: 7d

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-676-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Renewal of an Agreement between the City of Ukiah and the Pub for the Ukiah Sports Complex Concession Services.

DEPARTMENT: Community Services **PREPARED BY:** Julie Whiteakar

ATTACHMENTS:

Attachment 1 - Agreement

Summary: Council will consider authorizing a renewal agreement between the City of Ukiah and the Pub for concession services at the Ukiah Sports Complex.

Background: The Ukiah Sports Complex is an active park area located on River Road with three fields and a variety of sports leagues operated by the City of Ukiah Community Services Department. The grounds include a concession facility where a local restaurant, The Pub, has operated as the concession service provider since 2002. The concession services provided by The Pub have been complimentary of the programs and services provided by the City of Ukiah. The Pub and City Staff have worked as a partner of the facility and coordinated schedules, menus, maintenance and security. The successful relationship between the City and The Pub has enhanced the services and facilities at the Sports Complex.

Discussion: Staff is recommending continuation of the agreement with The Pub for concession services for an

RECOMMENDED ACTION: Authorize the renewal of an agreement with The Pub for concession services at the Ukiah Sports Complex.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager; Jacob Burgess, Recreation Supervisor; Staci McGrew - The Pub

Approved: Sage Sangiacomo, City Manager

additional five years (Attachment 1). The agreement defines the role of The Pub as the concession service provider and outlines terms such as the time of food service, responsibility to the facility, disposing of garbage and so forth. The agreement also explains the role of the City as well as a variety of items such as maintenance to the concession facility, structural alterations, damage or destruction, and code compliance. The City maintains ownership of the concession facility and The Pub pays the City 10% of gross sales each year.

2

Attachment #1

COU No. 1819-207

AGREEMENT FOR UKIAH SPORTS COMPLEX CONCESSION SERVICES

THIS AGREEMENT made and entered on April 1, 2019 ("Effective Date"), in Ukiah, California, by and between the City of Ukiah, a general law city ("City") and Staci McGrew and Donald R. Delahoyde, DBA: Fun Times Inc., DBA: The Pub, a California for-profit corporation ("Contractor") .

RECTIALS:

1. The City owns the Ukiah Sports Complex, a three field public facility with a Concession Building for food and beverage service, and surrounding grounds located at River Road Exit., Ukiah, CA.

2. It is the desire of the City to contract for Concession Services at the Ukiah Sports Complex.

AGREEMENT:

In consideration of the above-recited facts and the terms and conditions as set forth below, the parties agree as follows.

1. TERM.

a. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for five (5) years beginning with the 2019 season. The term of this Agreement may be extended for one (1) additional period of five (5) years upon the mutual written consent of both The Pub and the City Manager.

2. CONCESSION LICENSE.

City hereby grants to Contractor a license for the use of the Concession Building for the term of this Agreement. The license to use the Concession Building shall coincide with the term of this Agreement, and shall terminate when this Agreement terminates. The Concession Building includes all existing fixtures & equipment, specifically the ice machine, keg cooler, refrigerator, freezer, stove burner, and deep fryer. It shall be the Contractor's responsibility for equipment maintenance and to replace any damaged equipment at the Contractor's expense. Contractor shall use the Concession Building only for the management and operation of the Ukiah Sports Complex, and for no other purpose.

3. INDEPENDENT CONTRACTOR.

The CONTRACTOR'S relationship to the City in the performance of this Agreement is that of an independent contractor. The personnel performing services under this Agreement shall at all times be under the Contractor's control and exclusive direction, and shall be employees of the Contractor, and not employees of the City, and shall not be entitled to the benefits provided by the City to its employees, including but not limited to pension plans, health insurance and unemployment insurance.

4. OBLIGATIONS OF CONTRACTOR.

a. Contractor shall manage and operate Ukiah Sports Complex Concession:

- Manage all Concession Building operations including collection and accounting of all revenues, and selecting and acquiring concessions to adequately to respond to demand.

- Prepare and submit an annual statement for the operation which details the gross receipts derived from all sales at the Concession Building.

- Provide food and beverage concessions of sufficient quality and variety to meet customer demand including but not limited to hamburgers, hot dogs, nachos, chili, French Fries, chips and snack foods, soda, bottle water and alcoholic beverages. Provide healthy alternatives such as juice and garden burgers.

- All licenses, permits, approvals and consents which are required for the sale and service of alcoholic beverages on the Premises have been obtained from the applicable Governmental Authorities.

- Contractor is fully responsible for the clean-up of their own trash and the disposing of garbage. The City of Ukiah will provide trash receptacles and a dumpster. The contractor is responsible for moving the receptacles to the parking lot for emptying when they are full. The contractor will dispose of their own recycling as well.

- Contractor agrees to operate concession stand each night that games are played during the softball season and during tournaments, opening at least 30 minutes prior to the start of the first game and closing no sooner than 15 minutes after the conclusion of the final game.

- Contractor shall be responsible for turning on the field lights when needed, and turning out the lights after the last game of the evening.

- Maintain appropriate insurance for protection against fire, theft, accident liquor and general liability. Contractor's insurance shall name the City of Ukiah as additionally insured on all policies for the Concession Building.

- Enforcement of all rules and regulations which are adopted by the City Council, which rules and regulations so long as they remain in effect shall be deemed to be incorporated herein and by reference made a part of this Agreement.

- The City will provide paper towels and toilet paper for the bathrooms and is responsible for keeping the bathrooms stocked with these items. The Contractor shall be fully responsible for the opening, closing and custodial services of the bathroom facilities. The Contractor agrees to clean and stock the bathrooms each night that games are played during the softball season and during tournaments. The City will maintain the bathrooms during events and rentals in which the Contractor is not open.

- The interior gates are to be accessed for loading/ unloading only. Contractor employees are not to park their vehicles within the interior gates.

b. Contractor Employees Contractor shall retain at all times on the premises during hours of operation an employee of Contractor that is authorized to represent and act for Contractor in matters pertaining to the exercise of the requirements hereby stated and to the performance of the duties and obligations required in this agreement. Contractor shall keep City informed in writing of the status of key positions. Employees of the Contractor who have contact with the public shall be clean, courteous and neat in appearance and demeanor at all times. Contractor shall have an employee at least 21 years of age present at all times during hours of operation to serve alcoholic beverages. Contractor shall at all times have sufficient personnel at the premises to provide a level of service customary in the industry.

5. SHARED REVENUE BY THE CONTRACTOR.

a. Definition of Gross Revenue The term "Gross Revenue" as used in this Agreement shall mean the gross selling price of all products and services sold in or from the Concession Building by Contractor, its employees, sub-contractors or agents, whether for cash or on credit, without exclusion, except as specifically excluded by this subsection or as otherwise agreed to in writing by City. Gross Revenue shall include the value of all products or services given away or traded.

b. Amount of Payments The Contractor shall pay to City the following percentage of Gross Revenue as defined above:

Ten percent (10%) of Gross Revenue (No deductions)

6. RECEIPT OF REVENUE AND PAYMENT.

a. Register of Receipts An annual statement must be provided by the Contractor that details the gross receipts derived from all sales at the Concession Building no later than January 15th of each year.

b. Payment to the City of Ukiah The Contractor shall pay the fee due to the City of Ukiah on an annual basis. The fee must be accompanied by documentation verifying the payments due to the City.

7. ACCOUNTING AND FINANCIAL STATEMENTS.

a. Financial Record Keeping. Contractor shall install and maintain a system of cash management, records and accounts, in a form approved by the City, which complies with Generally Accepted Accounting Principals ("GAPP"), consistently applied, from which the amounts of fees, gross revenues from all sources, and other financial data necessary to fulfill the requirements of this Agreement readily can be ascertained. Contractor shall permit City, through its designated representatives, to inspect and audit such accounts and all other records of Contractor at any time upon demand.

b. Accounting. Contractor shall keep true and accurate books and records in accordance with GAPP, consistently applied, and which are subject to audit in accordance with GAPP, showing all transactions related to the operations covered by this Agreement.

c. Financial Statements. The City may require complete financial statements for the operations covered by this Agreement satisfactory in form to the City, prepared by a Certified Public Accountant with an unqualified opinion annexed thereto including, but not limited to:

- Comparative balance sheets if available;
- Comparative operating statements if available;
- Changes in investment in property and equipment;
- Changes in Contractor's equity.

Such financial statements shall be submitted to the City within ninety (90) days following the last day of the Fiscal Year covered by the City's request, and shall include a written statement directed to the City prepared by the Certified Public Accountant that the payments to the City of the year covered by the City's request have been made within the terms and conditions of this Agreement. City agrees that said financial statements shall be submitted on a confidential basis and shall not be disclosed to third parties unless required by statute or regulation.

8. HAZARDOUS MATERIALS.

a. Definition As used herein, the term "Hazardous Material" shall mean any waste, material or substance (whether in the form of a liquid, a solid, or a gas and whether or not air-borne), which is or is deemed to be a pollutant or a contaminant, or which is or is deemed to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or which presents a risk, to public health or to the environment, or which is or may become regulated by or under the authority of any applicable local, state or federal laws, judgments, ordinances, orders, rules, regulations, codes or other governmental restrictions, guidelines or requirements, or any amendments or successor(s) thereto.

b. Hold Harmless Contractor and City shall indemnify, defend and hold harmless the other party and its officers, officials, employees and agents with respect to all losses arising out of or resulting from the release of any Hazardous Material in or about the Concession Building, or the violation of any law enacted for the protection of the environment or regulating Hazardous Material, by that party or that party's agents, contractors, or invitees. This indemnification includes all losses, liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), damages (including consequential and punitive damages), and costs (including attorney, consultant, and expert fees and expenses) resulting from the release or violation. This indemnification shall survive the expiration or termination of this Agreement.

c. Allowable Materials Contractor shall not use or bring into the Concession Building any Hazardous Material other than Hazardous Materials commonly used on equipment or household hazardous materials commonly used in connection with cleaning. Contractor shall use, store and dispose of all such Hazardous Material in strict compliance with all applicable statutes, ordinances and regulations in effect during the term of this Agreement.

9. TAXES.

a. Definition. As used in this Agreement, the term "Taxes" shall include any form of tax or assessment, possessory interest tax, license fee, license tax, tax or excise on rent, or any other levy, charge, expense or imposition (individually and collectively "impositions") imposed by any Federal, State, County or City, on any interest of Contractor in the Concession Building, its improvements, fixtures, inventory, or any other aspect of its business.

b. Payment of Taxes by Contractor. Contractor shall pay all taxes attributable to the Concession Building when due and payable. Pursuant to Section 107.6 of the Revenue and Taxation Code, City hereby advises, and Contractor recognizes and understands, that this Agreement may create a possessory interest subject to property taxation and that the Contractor may be subject to the payment of property taxes levied on such interest. Contractor shall pay taxes directly to the Assessor on or before the date such taxes are due and payable.

10. INSURANCE.

Contractor shall at all times during the term hereof, produce and continue in force Comprehensive General Liability Insurance, which includes coverage for liquor liability, Workers' Compensation and Employer's Liability Insurance in accordance with Exhibit "B" of this agreement. City may require increases in all of Contractor's insurance policy limits for all insurance to be carried by Contractor as set forth in this Article, if such increases are commercially reasonable.

11. WAIVER OF SUBROGATION.

Contractor and City hereby waive and release any and all right of recovery against the other, including employees and agents, arising during the Term for any and all loss or damage to any property located within or constituting a part of the building in which the Concession Stand is located, including loss of rental income, which loss or damage arises from the perils covered by Fire and Extended Coverage Policy to the extent such loss or damage is not within a deductible and is actually paid under the policy. This mutual waiver is in addition to any other waiver or release contained in this Agreement. City and Contractor shall each have their insurance policies issued in such form as to waive any right of subrogation which might otherwise exist.

12. INDEMNITY.

Contractor shall indemnify, defend, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature occurring at the Concession Building or arising out of or in any way connected with Contractor's operations under this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of City. Contractor shall promptly notify City or any death, serious injury or substantial property damage occurring on or about the Concession Building.

13. UTILITIES.

Contractor shall pay one hundred percent (100%) of the utilities, including electric, gas, for the Concession Building. The City shall not be liable in damages for any failure or interruption of any utility or service, unless caused by an act or failure to act by City. No failure or interruption of any utility or service, unless caused by City, shall entitle Contractor to terminate this Agreement.

14. REPAIRS AND MAINTENANCE.

a. Contractor's Duties. Contractor shall, during the term of this Agreement (except for normal wear and tear, damage by casualty or condemnation, and that caused by City) maintain and keep in good order, condition, and repair the interior nonstructural portions of the Concession Building, including all improvements constructed by Contractor therein, including, but not limited to, the following: the interior surface of exterior walls; all windows, doors, door frames, and door closures;

all plate glass, storefronts and showcases; all carpeting and other floor covering; and all interior plumbing, doors, door locks, display windows, window casements, light bulbs, installed therein. Contractor shall as necessary, or when required by governmental authority, make modifications or replacements of the foregoing. The parties acknowledge that the premises are public property which the City has a responsibility to ensure are used in a manner which effectively serves the public. Accordingly, the City has a greater interest than most owners in ensuring the quality of the maintenance and operation of the premises. At all times, Contractor shall maintain and operate the Concession Building in a first-class manner, and furnish and maintain a standard of service at least equal to the better class of similar businesses during the entire term of this agreement. Contractor shall keep all fixtures, furnishings and equipment within those portions of the facility occupied by Contractor clean, neat, safe, sanitary, in good order and in first-class condition and repair at all times. Contractor shall maintain and operate the Concession Building in accordance with the highest commercial standards of cleanliness and shall keep the Concession Building clean and free from rubbish. Any repair work must be done according to the manufactures guidelines. The City will not reimburse the Contractor for any maintenance costs.

b. City Duties. City shall, at its sole cost and expense, maintain, repair and replace the following: the foundation, roof, roofing, building exteriors, and structural portions of the Concession Building. City shall repair any damage or defects caused by the negligence of City, its agents or contractors, or by any previous City work done improperly. Contractor shall give City notice of such repairs as may be required under the terms of this Article, and City shall proceed forthwith to effect the same with reasonable diligence, but in no event later than thirty (30) days after having received notice. If the time required to make the repairs exceeds thirty (30) days, the City shall commence the repairs within that time and exercise due diligence to complete them in a reasonable time.

c. Right of Entry. The License granted to Contractor does not restrict the City and its authorized officers, employees or contractors from entering the Concession Building at any time for any legitimate municipal purpose, including, but not limited, to inspection, repair, maintenance or emergency response. City shall exercise due care when entering the Concession Building to avoid harm to or loss of trade fixtures, inventory, equipment or other personal property owned by Contractor which is located within the Concession Building.

15. ALTERATIONS.

a. Prior Consent. Contractor shall not, without City's prior written consent, make any structural alterations, improvements, or additions of a structural nature, or exterior design modifications in, or install any exterior signs, decoration or painting, or build any fences, or install any radio or television antennae, loud speakers, sound amplifiers or similar devices on the roof or exterior of the Concession Building, or make any changes to the exterior of the Concession Building or any of the surrounding areas (hereinafter "Alterations") without City's prior written consent.

b. Proposal for Improvements. Any Alterations shall be presented to City in written form for conceptual approval. If conceptually approved, Contractor shall submit proposed detailed plans. City shall respond to any such submission promptly within thirty (30) working days after receipt. If City fails to respond within such thirty-day period, Contractor may give City ten (10) days written notice of its intention to proceed with the proposed Alteration. If City fails to respond within such ten-day period, City shall be deemed to have given its consent to the proposed Alteration. If City shall give its consent, the consent shall be deemed conditioned upon Contractor acquiring a permit to do the work from appropriate governmental agencies, the furnishing of a copy thereof to City prior to the commencement of the work and the compliance by Contractor of all conditions of said permit in a prompt and expeditious manner.

c. Quality of Work All work with respect to alterations must be done in a good and professional manner and diligently prosecuted to completion to the end that the improvements on the Concession Building shall at all times be a completed unit except during the period of work. Any such Alterations shall be performed and done strictly in accordance with the laws and ordinances relating thereto. Contractor shall have the work performed in such a manner so as not to unreasonably obstruct the access of any other Contractor in the Building.

16. MECHANICS LIENS.

a. Responsibility for Payment Contractor hereby agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the Concession Building, and it will keep the Concession Building free and clear of all mechanics' liens on account of work done by Contractor or persons claiming under it.

b. Security If Contractor shall desire to contest any claim of lien, it shall furnish City adequate security pursuant to Section 3143 and such other applicable provisions of the California Civil Code, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount as is necessary to release the lien, or provide City with evidence that enforcement of the lien is stayed. If a final judgment establishing the validity or existence of a lien for any amount is entered, Contractor shall pay and satisfy the same at once.

c. In Case of Default If Contractor shall be in default in paying any charge for which a mechanics' lien claim and suit to foreclose the lien have been filed, and shall not have given City security to protect the Concession Building and City against such claims of Lien, then City may, but shall not be obligated to, pay the said claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from Contractor to City, and Contractor agrees to and shall pay the same with interest at the legal rate.

d. Notice of Lien Should any claims of lien be filed against the Concession Building or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

17. DAMAGE AND DESTRUCTION.

In the event of the partial or total damage or destruction of the building of which the Concession Building is a part during the Term or any extensions thereof, from any cause, City shall, to the extent of the proceeds available to City, forthwith repair and reconstruct said building to substantially the same condition which said building was in immediately prior to such damage or destruction, provided such repairs or reconstruction can be made under then existing laws and regulations. Notwithstanding anything to the contrary, in the event the Concession Building is (1) partially or totally damaged or destroyed by a cause or casualty other than those covered by said insurance and the City does not elect to repair such damage at its sole cost, or (2) the Concession Building is partially or totally damaged or destroyed by any cause at any time during the last two (2) years of the Term hereof (including any Option Terms, if exercised), or (3) in the event the building in which the Concession Building is situated is damaged or destroyed by any cause or casualty to the extent that more than thirty-three percent (33%) of the replacement cost thereof at the time of such damage or destruction is uninsured, then either party may elect to terminate this Agreement by giving notice of such termination within ninety (90) days after the occurrence of such damage or destruction; provided that, with respect to the occurrence of an event specified above, if either party elects to terminate this Agreement, the other party shall have thirty (30) days after receipt of such notice of

termination to notify the other of its election to repair and rebuild the buildings and other improvements so damaged or destroyed at its cost and expense in which event this Agreement shall not be terminated, such repairs and rebuilding to be performed as soon as reasonably possible.

If there is a partial destruction of the Concession Building building but the Contractor can reasonably continue to operate the Concession Building, notwithstanding such destruction and prior to the repair of such damage, the Contractor may continue to perform under this Agreement.

18. CONTRACTOR DEFAULTS.

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Contractor:

a. Material default and breach:

(1) Any failure by Contractor to make any payment to City required hereunder as and when due where such failure continues for ten (10) days after receiving written notice from City of such failure.

(2) A failure by Contractor to observe and perform any other provisions of this Agreement to be observed or performed by Contractor, where such failure continues for thirty (30) days after written notice thereof by City to Contractor; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Contractor shall not be deemed to be in default if Contractor shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(3) Repeated violations of the same provision of this agreement for an unreasonable number of times. Contractor shall be deemed to have committed a repeated violation for an unreasonable number of times if Contractor fails to perform the same provision more than three times over the course of this agreement and each time City gives Contractor notice of such violation, even if Contractor subsequently cures the violation.

(4) The making by Contractor of any general assignment for the benefit of creditors; the filing by or against Contractor of a petition to have Contractor adjudged a bankrupt of or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Contractor, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Contractor's assets located at the Concession Building, or of Contractor's interest in this Agreement, where possession is not restored to Contractor within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Contractor's assets located at the Concession Building or of Contractor's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

b. In the event of any such default by Contractor, then in addition to any other remedies available to City at law or in equity, City shall have the immediate option to terminate this Agreement and all rights of Contractor hereunder by giving written notice of such intention to terminate. If City so terminates this agreement, then in addition to any other remedies available to City at law or in equity, Contractor shall pay City's reasonable costs in providing interim operations and in obtaining a new operator of the Concession Building.

c. In the event of any such default by Contractor, City shall also have the right, with or without terminating this Agreement, to terminate Contractor's license to use the Concession Building

and the City may take exclusive possession of the subject premises, including all improvements, equipment and inventory thereon, remove all persons and property therefrom by summary proceedings or otherwise; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Contractor.

19. CITY DEFAULTS

If City should be in default in the performance of any of its obligations under this Agreement, which default continues for a period of more than thirty (30) days after receipt of written notice from Contractor specifying such default, or if such default is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (provided City must have undertaken procedures to cure the default within such thirty (30) day period and diligently pursue such efforts to cure to completion), Contractor may, in addition to availing itself of any other remedies available at law and in equity, at its option, upon written notice, terminate this Agreement.

20. SURRENDER OF PREMISES.

Upon expiration or termination of this Agreement, Contractor shall quit and surrender the Concession Building with all the improvements thereon in as good state and condition as the same were when Contractor commenced the use thereof pursuant to this Agreement, reasonable wear and tear excepted. Upon expiration or termination of this Agreement, Contractor agrees, unless otherwise permitted in writing by City, to remove all personal property belonging to Contractor. Contractor shall, at its own expense, repair all damage to the Concession Building including, but not limited to, any damages caused by the removal of its personal property. All improvements shall remain the property of the City and shall not be removed by Contractor. All personal property belonging to the City or purchased with City funds shall remain the property of the City and shall not be removed by Contractor.

21. SUBORDINATION.

Contractor shall, upon City's request, subordinate this Agreement in the future to any first lien placed by City upon the Concession Building or building of which the Concession Building forms a part with an insurance company, bank or any other institutional lender, provided that such lender executes a nondisturbance agreement providing that if Contractor is not then in default under this Agreement, this Agreement shall not terminate as a result of the foreclosure of such lien, or conveyance in lieu thereof, Contractor's rights under this Agreement shall continue in full force and effect and its possession be undisturbed except in accordance with the provisions of this Agreement.

22. ASSIGNMENT.

Contractor acknowledges that City has entered into this Agreement based upon the unique qualifications of Contractor. Accordingly, Contractor shall not assign this Agreement, sublet the Concession Building, enter into franchise, license or concession agreements with respect thereto or otherwise transfer this Agreement or any interest, right or obligation therein (collectively "Assignment" or "Assign") without first procuring the written consent of City. Moreover, Contractor shall not permit a Change of Control of Contractor without the prior written consent of City. "Change of Control" means that anyone other than Staci McGrew and Donald Delahoyde acquire 10% or more of the stock of the Contractor or anyone other than Staci McGrew and Donald Delahoyde acquire a controlling interest in the Contractor by any means.

Notwithstanding anything contained herein to the contrary, City may assign, in whole or in part, City's

interest this Agreement, and may sell all or part of the Building. In the event of any sale or exchange of the Concession Stand by City and/or an assignment by City of this Agreement, City shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence or omission relating to the Concession Building or to this Agreement occurring after the consummation of such sale or exchange and/or assignment, provided such purchaser or exchange has assumed City's obligations under this Agreement.

23. NOTICES.

Whenever notice, payment or other communication is required or permitted under this Agreement, it shall be deemed to have been given when personally delivered, fax or deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

CONTRACTOR	**CITY**
	City of Ukiah
THE PUB	C/o City Manager
Staci McGrew / Don Delahoyde	Ukiah Civic Center
585 North State St	300 Seminary Ave.
Ukiah, CA. 95482	Ukiah, CA. 95482
FAX:707.463.1315	FAX:707.463.6740

Service by fax shall bear a notation of the date and place of transmission and the facsimile telephone number to which transmitted.

Either party may change the address to which notices must be sent by providing notice of that change as provided in this paragraph.

24. WAIVER OF BREACH.

One or more waivers of a breach of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

25. RELATIONSHIP OF PARTIES.

Nothing herein contained, either in the method of computing rent or otherwise, shall create between the parties hereto, or be relied upon by others as creating, any relationship of partnership, association, joint venture, employer/employee or otherwise. The sole relationship or the parties hereto shall be that of an independent contractor.

26. LAWS OF CALIFORNIA.

The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Ukiah, Mendocino County.

27. INTEGRATION OF REPRESENTATIVES.

It is understood that there are no oral agreements or representations between City and Contractor which affect this agreement. This agreement supercedes and cancels any and all previous agreements, negotiations, arrangements, advertisements, or representations and understandings between the City and Contractor or displayed to Contractor by city with respect to the Concession Building operation. There are no other representations or warranties between the parties.

28. TITLES.

The titles of Articles and sections herein are for convenience only and do not in any way define, limit or construe the contents thereof.

29. VOID PROVISIONS.

If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, only one of which would render the provision valid, then the provision shall be the meaning which renders it valid.

30. FORCE MAJEURE.

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or other materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform any term, covenant or condition of this Agreement, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage except the obligations imposed with regard to rental and other charges to be paid by Contractor pursuant to this Agreement.

31. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of each provision of this Agreement.

32. COMPLIANCE WITH GOVERNMNET REGULATIONS.

Contractor shall promptly comply with all Fire Code, Building Code and State Fire Marshal requirements and make necessary corrections in a timely manner. Contractor shall include Fire Safety as part of the training program for new employees, especially managers. In addition, Contractor shall promptly comply with all laws, ordinances, orders, and regulations promulgated by any governmental agency and affecting the Concession Building and their cleanliness, safety, occupation and use. Failure to comply which results in three or more citations for any one condition in any twelve-month period from any governmental or regulatory agency or body will be deemed to be cause for termination of this agreement without opportunity to cure such default. Contractor shall not perform any acts or carry on any practices that may damage the facilities and improvements located upon the Golf Course or Pro Shop or that may be a nuisance or menace to customers.

33. INSPECTIONS.

City or its duly authorized representatives, or agents and other persons for it, may enter upon

the Concession Building at any and all reasonable times during the term of this agreement for the purpose of determining whether or not Contractor is complying with the terms and conditions hereof or for any other purpose incidental to right of City

34. AUTHORITY.

Contractor shall have no authority to bind and shall not attempt to bind, City to any contracts or other obligations of any nature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Ukiah:

Attest:

City Manager

City Clerk

Approved As To Form:

Contractor:

By:

City Attorney

Its: Owner

Agenda Item No.: 7e

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-632-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution to Extend the Declaration of a Local Emergency Related to the 2019 Winter Storm Event.

DEPARTMENT: Administration **PREPARED BY:** Tami Bartolomei

ATTACHMENTS:

Attachment 1 - Local Emergency City of Ukiah
Attachment 2 - Local Emergency City of Ukiah
Attachment 3 - Local Emergency City of Ukiah
Attachment 4 - Local Emergency City of Ukiah
Attachment 5 - Local Emergency City of Ukiah
Attachment 6 - Local Emergency City of Ukiah

Summary: Council will consider adopting a resolution to extending the declaration of a local emergency related to the 2019 Winter Storm Events.

Background: On February 27, 2019, the City Manager/Emergency Director, under the authority in Ukiah City Code Section (5125 (Ordinance No. 995, §1), proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah (Attachment 1).

On March 6, 2019, City Council agreed with the City Manager/Emergency Director and ratified and adopted Resolution No. 2019-08 (Attachment 2).

RECOMMENDED ACTION: Adopt Resolution to extend the declaration of a Local Emergency related to the 2019 Winter Storm Events.

BUDGET AMENDMENT REQUIRED: No
CURRENT BUDGET AMOUNT: N/A
PROPOSED BUDGET AMOUNT: N/A
FINANCING SOURCE: N/A
PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A
COORDINATED WITH: Sage Sangiacomo, City Manager and David Rapport, City Attorney

Approved: Sage Sangiacomo, City Manager

On March 20, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-09 (Attachment 3).

On April 3, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-12 (Attachment 4).

On April 17, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-16 (Attachment 5).

Discussion: Impacts from heavy rainfall continue as soils are saturated, run-off is excessive, and conditions at the City's Waste Water Treatment Plant and Water Treatment Plant continue to be at risk. State and Federal recovery agencies, California Office of Emergency Services, and FEMA visited the City of Ukiah on March 7, 2019, and completed a preliminary damage assessment summary. This assessment estimated the total cost of storm damage at $1,588,000. Included in these costs were equipment use and staff response costs to the disaster emergency, and damages to both the Wastewater Treatment Plant and Water Treatment Plant. Under Ukiah City Code Section 5127, the City Council must review the declaration of a local emergency at least every fourteen (14) days until the need for continuing the local emergency has ended.

Staff is recommending Council determine that the need for a declaration of a local emergency has not ended by adopting the proposed Resolution (Attachment 6) because of the potential risks that still exist.

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Ukiah City Code Section 5125 (Ordinance No. 995, §1) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session: and

WHEREAS, on February 21, 2019, the Governor of California proclaimed that the atmospheric river system that has swept across California has created conditions producing a State of Emergency in counties throughout the state; and

WHEREAS, the County of Mendocino proclaimed a Local Emergency on February 26, 2019, due to the severe winter storms commencing on February 25, 2019; and

WHEREAS, the Director of Emergency Services of the City of Ukiah does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City, caused by the severe winter storms which began to impact the City on February 25, 2019; and

WHEREAS, on the February 26, 2019, heavy rains from the winter storm have produced inflows to the City's Wastewater Treatment Plant that exceed the secondary effluent storage capacity of the plant's percolation ponds; and

WHEREAS, these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council of the City of Ukiah is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Ukiah.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and ordinances and resolutions of this City, and that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by City Council of the City of Ukiah.

Dated: 2-27-19 By: Sage Sigmon

Director of Emergency Services

Print Name Sage Sigmon

Address 300 Seminary Ave

RESOLUTION NO. 2019-08

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RATIFYING FEBRUARY 27, 2019, PROCLAMATION OF A LOCAL EMERGENCY

WHEREAS:

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City") beginning February 25th and conditions still exists. A true and correct copy of the Resolution Proclaiming Existence of a Local Emergency is attached hereto as Exhibit A and incorporated herein by this reference; and

2. While heavy rainfall has temporarily stopped, soils are saturated, heavy run-off continues, conditions at the City's Wastewater Treatment Plant continue to risk a breach of the holding ponds, and additional rainfall is predicted, all of which threaten to continue or create local emergency conditions; and

3. The City Council has reviewed Exhibit A and concurs with the findings in the Proclamation; and

4. The City Council will review this declaration at its next regular meeting, occurring not more than 14 days from the date the Resolution Proclaiming Existence of a Local Emergency is ratified by this resolution;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies the proclamation of a "local emergency" by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council. The City Council shall review the need for continuing the local emergency at least once every 14 days until its termination is proclaimed by the City Council.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 6th day of March 2019, by the following roll call vote:

AYES: Councilmembers Orozco, Brown, Scalmanini, Crane, and Mayor Mulheren
NOES: None
ABSENT: None
ABSTAIN: None

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Ukiah City Code Section 5125 (Ordinance No. 995, §1) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session: and

WHEREAS, on February 21, 2019, the Governor of California proclaimed that the atmospheric river system that has swept across California has created conditions producing a State of Emergency in counties throughout the state; and

WHEREAS, the County of Mendocino proclaimed a Local Emergency on February 26, 2019, due to the severe winter storms commencing on February 25, 2019; and

WHEREAS, the Director of Emergency Services of the City of Ukiah does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City, caused by the severe winter storms which began to impact the City on February 25, 2019; and

WHEREAS, on the February 26, 2019, heavy rains from the winter storm have produced inflows to the City's Wastewater Treatment Plant that exceed the secondary effluent storage capacity of the plant's percolation ponds; and

WHEREAS, these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council of the City of Ukiah is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Ukiah.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and ordinances and resolutions of this City, and that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by City Council of the City of Ukiah.

Dated: 2-27-19 By: Sage Sangiacomo

Director of Emergency Services

Print Name Sage Sangiacomo

Address 300 Seminary Ave

RESOLUTION NO. 2019-09

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RATIFYING FEBRUARY 27, 2019, PROCLAMATION OF A LOCAL EMERGENCY

WHEREAS:

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City") beginning February 25th and conditions still exists. A true and correct copy of the Resolution Proclaiming Existence of a Local Emergency is attached hereto as Exhibit A and incorporated herein by this reference; and

2. While heavy rainfall has temporarily stopped, soils are saturated, heavy run-off continues, conditions at the City's Wastewater Treatment Plant continue to risk a breach of the holding ponds, and additional rainfall is predicted, all of which threaten to continue or create local emergency conditions; and

3. The City Council has reviewed Exhibit A and concurs with the findings in the Proclamation; and

4. The City Council will review this declaration at its next regular meeting, occurring not more than 14 days from the date the Resolution Proclaiming Existence of a Local Emergency is ratified by this resolution;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies the proclamation of a "local emergency" by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council. The City Council shall review the need for continuing the local emergency at least once every 14 days until its termination is proclaimed by the City Council.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 20th day of March 2019, by the following roll call vote:

AYES: Councilmembers Orozco, Brown, Scalmanini, Crane, and Mayor Mulheren
NOES: None
ABSENT: None
ABSTAIN: None

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Ukiah City Code Section 5125 (Ordinance No. 995, §1) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session: and

WHEREAS, on February 21, 2019, the Governor of California proclaimed that the atmospheric river system that has swept across California has created conditions producing a State of Emergency in counties throughout the state; and

WHEREAS, the County of Mendocino proclaimed a Local Emergency on February 26, 2019, due to the severe winter storms commencing on February 25, 2019; and

WHEREAS, the Director of Emergency Services of the City of Ukiah does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City, caused by the severe winter storms which began to impact the City on February 25, 2019; and

WHEREAS, on the February 26, 2019, heavy rains from the winter storm have produced inflows to the City's Wastewater Treatment Plant that exceed the secondary effluent storage capacity of the plant's percolation ponds; and

WHEREAS, these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council of the City of Ukiah is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Ukiah.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and ordinances and resolutions of this City, and that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by City Council of the City of Ukiah.

Dated: 2-27-19 By: Sage Sigmacone

Director of Emergency Services

Print Name Sage Sigmacone

Address 300 Seminary Ave

RESOLUTION NO. 2019-12

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH

WHEREAS:

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and

2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.

3. On March 20, 2019, City Council approved continuing of the Local Emergency Resolution Proclamation.

4. Rainfall continues throughout the Ukiah Valley, soils are saturated, run-off continues, conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and

5. The City Council will review this declaration at its April 17th regular meeting, occurring not more than 14 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 3rd day of April 2019, by the following roll call vote:

AYES: Councilmembers Orozco, Brown, Scalmanini, Crane, and Mayor Mulheren
NOES: None
ABSENT: None
ABSTAIN: None

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Ukiah City Code Section 5125 (Ordinance No. 995, §1) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session: and

WHEREAS, on February 21, 2019, the Governor of California proclaimed that the atmospheric river system that has swept across California has created conditions producing a State of Emergency in counties throughout the state; and

WHEREAS, the County of Mendocino proclaimed a Local Emergency on February 26, 2019, due to the severe winter storms commencing on February 25, 2019; and

WHEREAS, the Director of Emergency Services of the City of Ukiah does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City, caused by the severe winter storms which began to impact the City on February 25, 2019; and

WHEREAS, on the February 26, 2019, heavy rains from the winter storm have produced inflows to the City's Wastewater Treatment Plant that exceed the secondary effluent storage capacity of the plant's percolation ponds; and

WHEREAS, these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council of the City of Ukiah is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Ukiah.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powes, functions, and duties of the emergency organization of this City shall be those prescribed by state law and ordinances and resolutions of this City, and that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by City Council of the City of Ukiah.

Dated: 2-27-19 By: Sage Sangiacomo

Director of Emergency Services

Print Name Sage Sangiacomo

Address 300 Seminary Ave

RESOLUTION NO. 2019-16

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH

WHEREAS:

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and

2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.

3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.

4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.

5. Rainfall continues throughout the Ukiah Valley, soils are saturated, run-off continues, conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and

6. The City Council will review this declaration at its May 15th regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on May 15, 2019.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 17th day of April 2019, by the following roll call vote:

AYES: Councilmembers Orozco, Brown, Scalmanini, Crane, and Mayor Mulheren
NOES: None
ABSENT: None
ABSTAIN: None

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH

WHEREAS:

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and

2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.

3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.

4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.

5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.

6. Rainfall continues throughout the Ukiah Valley, soils are saturated, run-off continues, conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and

7. The City Council will review this declaration at its May 15th regular meeting, occurring not more than 14 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on May 15, 2019.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 1st day of May 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Maureen Mulheren, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

Agenda Item No.: 12a

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-677-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Discussion of Whether the City Should Authorize and Regulate Cannabis Special Events within the City Limits.

DEPARTMENT: Administration **PREPARED BY:** Darcy Vaughn

ATTACHMENTS:

None

Summary: The City Council will discuss and provide direction to Staff as to whether cannabis special events should be authorized in the City of Ukiah and whether sales and consumption of cannabis should be allowed at such events.

Background: In 2018, Staff approached the Council about the possibility of authorizing and regulating within the City of Ukiah temporary special events that involve on-site cannabis sales and possession of cannabis. While, at the time, the Council was receptive to allowing such events under certain circumstances, the discussion did not lead to any amendment to the City's cannabis ordinances, as the State law in effect at the time, i.e. the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA") stated that such special events could only occur at county fairs and district agricultural associations where the City would not have jurisdiction. However, as of January 1, 2019, an amendment to the MAUCRSA went into effect that allows cannabis-related special events involving sales and consumption at other types of venues, provided that these venues are expressly approved by the local government entity having jurisdiction. As such, because the City can now

RECOMMENDED ACTION: Provide direction to Staff as to whether cannabis special events should be authorized in the City of Ukiah and, if so, where such events shall be located, and whether sales and consumption of cannabis should be allowed at such events.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: Sage Sangiacomo, City Manager

authorize such events within the City, including in City-owned venues and in the public right of way, and because Staff have received inquiries from licensed cannabis event organizers about the City's policy for such events, Staff again wishes to receive direction from Council on this issue.

Discussion: As of January 1, 2019, cannabis events are allowed at any venue that is expressly approved by a local jurisdiction, provided that the event organizers and participants have obtained the appropriate State licenses. California Business & Professions Code § 26200 states in relevant part:

"This division does not prohibit the issuance of a state temporary event license to a licensee authorizing onsite cannabis sales to, and consumption by, persons 21 years of age or older at a county fair event, district agricultural association event, or at another venue expressly approved by a local jurisdiction for the purpose of holding temporary events of this nature…"

Section 26200 goes on to specify that a state temporary event license will only be issued if the local jurisdiction authorizes such events. In addition, the activities that will take place at the event must be consistent with all applicable state regulations and all participants who sell cannabis or cannabis products onsite at the event have the appropriate state license to engage in retail cannabis sales. A state temporary event license will only be issued, and consumption of cannabis or cannabis products will only be allowed at the event, if (1) access to the area where cannabis consumption is allowed is restricted to persons 21 years of age or older, (2) cannabis consumption is not visible from any public place or an area that is not age-restricted, and (3) sale or consumption of alcohol or tobacco is not allowed on the event premises.

Note that, in 2018, the Ukiah Valley Conference Center did host a cannabis growers' trade show, but because sales and consumption of cannabis and cannabis products were not authorized at the event, the prohibition on holding such events at venues other than county fairgrounds and district agricultural associations did not apply and the event organizers and participants were not required to obtain licenses. Given the recent amendment to Business & Professions Code § 26200, City Staff have been approached by licensed cannabis event organizers interested in hosting such events in the City and inquiring about the City's policy on such events. Because of this interest, City staff seek direction from Council as to (1) whether the City should authorize cannabis-related temporary events, (2) which venues would be appropriate for hosting such events (the Ukiah Valley Conference Center and City parks, for example), and (3) whether both onsite cannabis sales and consumption should be authorized at such events. For purposes of the discussion of on-site consumption, please note that City and State restrictions on smoking and vaping would still apply to consumption of cannabis at such events. Based on direction provided by Council, Staff will draft an ordinance effecting the City's policy for cannabis-related special events that will be introduced to Council at a later date.

2

Agenda Item No.: 12b

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-679-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Consideration of a Financial Contribution and Corresponding Budget Amendment in the Amount of $50,000 to the Inland Water and Power Commission for a Feasibility Study of a Potential Licensing Proposal and Other Related Costs for the Potter Valley Project.

DEPARTMENT: Water Resources **PREPARED BY:** David Rapport

ATTACHMENTS:
None

Summary: The City Council will consider contributing $50,000 along with the other four members of the Inland Water and Power Commission for a total of $250,000 to undertake a feasibility study of a potential licensing proposal for the Potter Valley Project.

Background: The Potter Valley Project results in the diversion of Eel River water into the Russian River throughout the year. Those diversions supplement Russian River flows stored in Lake Mendocino which supplies surface water to water users in Mendocino, Sonoma and Marin counties. PG&E has given notice that it will not seek to relicense the Potter Valley Project. If the license is not renewed, FERC could require the project decommissioned which could disrupt or eliminate the Eel River diversions which supply water to all Russian River water users and support salmon and steelhead populations in the Russian River drainage.

RECOMMENDED ACTION: Approve budget amendment and Deposit $50,000 with Inland Water and Power Commission for a feasibility study of a potential licensing proposal for the Potter Valley Project and other related costs.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: $157,195; Budget Amendment Needed

PROPOSED BUDGET AMOUNT: $207,195 ($50,000 increase from current amount); Water Administration 82027110.52100

FINANCING SOURCE: Water Reserve Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sean White, Director of Water and Wastewater; Philip Williams, outside water rights legal counsel

Approved: Sage Sangiacomo, City Manager

At its August 15, 2018 meeting, the City Council instructed its representative to the Inland Water and Power Commission to approve IWPC investigating the possible acquisition of the Potter Valley Hydroelectic Project.

Discussion: Since August 2018, the IWPC has begun that investigation. It has retained David Aladjem, a partner in the Downey Brand law firm in Sacramento which specializes in water and environmental law. IWPC's efforts have focused on finding additional parties with resources and potentially common interests with IWPC, to share the cost to undertake the study that the City Council has already voted to support. IWPC will also need to retain additional consultants to conduct the feasibility study.

IWPC is currently negotiating with other partners to enter a planning agreement under which each participant would contribute $100,000 toward the cost of conducting the feasibility study and meeting the filing deadlines established by FERC to preserve the opportunity to file an application to relicense the Potter Valley Project.

$100,000 of the combined $250,000 contributed at the rate of $50,000 per IWPC member would fund IWPC's share of the performance of the planning agreement.

IWPC intends for the $50,000, contributed by each IWPC member (Mendocino County Water Agency; City of Ukiah; Potter Valley Irrigation District; Redwood Valley County Water District; and Mendocino County Russian River Flood Control and Water Conservation Improvement District,) to cover the costs of the feasibility study, although it is possible that additional funds may be needed.

If the study finds that it is feasible to file the application, there will be additional costs not covered by this initial contribution. Part of determining feasibility will include identifying the resources and sources of funding for the application process.

Under the joint powers agreement for IWPC, the members can opt in or out of a purchase of the Potter Valley Project. Pursuing negotiations and feasibility analysis will provide additional information that the members need when making decisions related to the Project.

Time is of the essence, because parties interested in applying to relicense the project must file a notice of intent by the end of June which would provide the opportunity to file an application by a deadline in mid-2020.

Agenda Item No.: 12c

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-670-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approve Plans and Specifications for Northwestern Pacific Rail Trail, Phase 2, Specification No. 17-12 and Direct Staff to Advertise for Bids.

DEPARTMENT: Public Works **PREPARED BY:** Andrew Stricklin

ATTACHMENTS:

ATTACHMENT 1 - PLANS AND SPEC 17-12

Summary: Per section 22039 of the Public Contracts Code, staff is requesting Council's approval of plans and specifications number 17-12 for the Northwestern Pacific (NWP) Rail Trail, Phase 2. The engineer's estimate, for construction contract items only, for this project is $1,479,256.

Background: At the December 20th meeting of 2017, Council awarded design of this project to GHD Inc. to prepare bid documents in the amount of $268,338. This work involves the completion of the design and the preparation of the plans, specification, and estimate for the NWP Rail Trail Phase 2 project.

Discussion: The NWP Rail Trail Phase 2 will extend the existing rail trail from Gobbi Street south to Commerce Drive and will include a bridge crossing of Doolin Creek. Staff obtained Caltrans funding for $1,500,000 through the Active Transportation Program (ATP) for the design and construction of this project. This project is categorically exempt from CEQA and proper noticing was recorded with the County. Plans and specifications

RECOMMENDED ACTION: Approve Plans and Specifications for Northwestern Pacific Rail Trail, Phase 2, Specification No. 17-12 and Direct Staff to Advertise for Bids.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 51124210.80230 PC17034: $1,500,000 (anticipated funds available from grant)

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: ATP Grant

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Public Works Director/City Engineer; Andrew Stricklin, Public Works Management Analyst

Approved: Sage Sangiacomo, City Manager

are available to review as Attachment #1. In addition, plans and specifications are available for public review at the front counter of the Ukiah Civic Center. Staff recommends approval of the plans and specifications for Northwestern Pacific Rail Trail, Phase 2, Specification No. 17-12 and direct staff to advertise for bids.

2

CITY OF UKIAH
NORTHWESTERN PACIFIC RAIL TRAIL PROJECT
PHASE 2

SPECIFICATION NO. 17-12

APRIL 2019

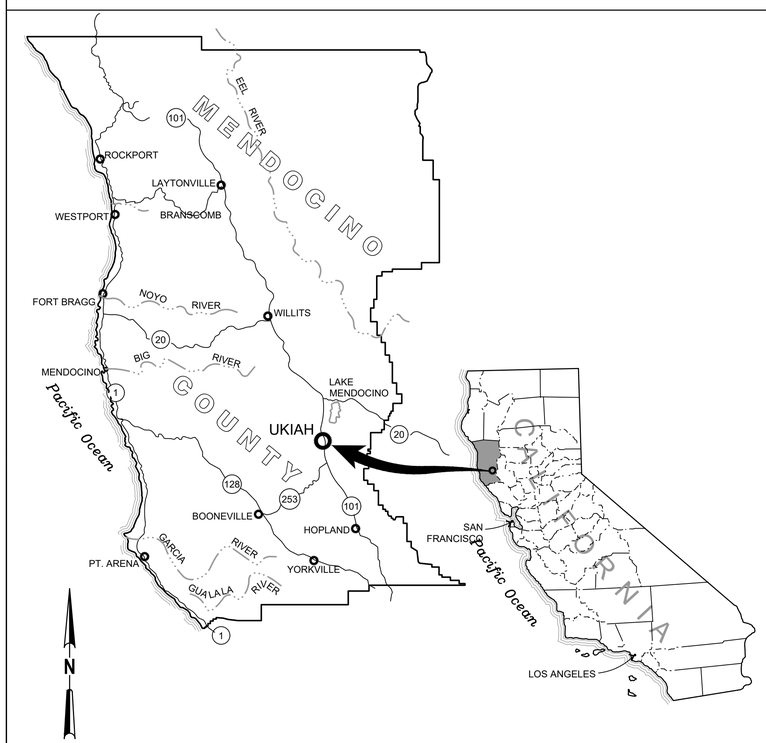
PREPARED BY

GHD

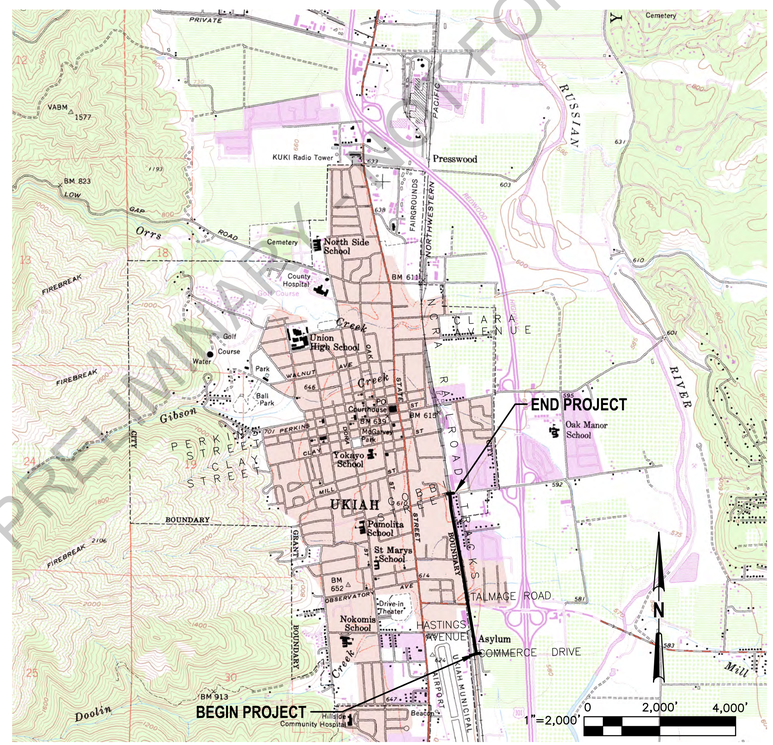
NORTHWESTERN PACIFIC RAIL TRAIL PROJECT PHASE 2

PRELIMINARY NOT FOR BIDDING

AREA MAP



LOCATION MAP



APPROVALS

CITY OF UKIAH:

DIRECTOR OF PUBLIC WORKS / CITY ENGINEER:
TIM ERIKSEN, PE

APPROVAL _____ SIGNED _____ DATE

CITY PROJECT MANAGER:
ANDREW STRICKLIN

APPROVAL _____ SIGNED _____ DATE

ENGINEER: GHD Inc.:

PROJECT MANAGER:
PATRICK TORTORA, PE

APPROVAL _____ SIGNED _____ DATE

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

Bar is one inch on original size sheet
0 1"

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REGISTERED PROFESSIONAL ENGINEER PATRICK RENO TORTORA No. C80067 CIVIL STATE OF CALIFORNIA

GHD Inc.
2235 Mercury Way Suite 150
Santa Rosa California 95407 USA
T 1 707 523 1010 F 1 707 527 8679 W www.ghd.com

Drawn	BHA	Designer	PRT
Drafting Check	MK	Design Check	MK
Project Manager	PRT	Date	12/5/2018
This document shall not be used for construction unless signed and sealed for construction.		Scale	AS SHOWN

Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: COVERSHEET
Project No. 11152072
Original Size: ANSI D
Sheet No. G001
Sheet 1 of 40

Plot Date: 26 April 2019 - 3:07 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_G001_CoverSheet.dwg

SHEET INDEX

SEQUENCE NUMBER	SHEET NUMBER	SHEET TITLE
GENERAL		
1	G001	COVER SHEET
2	G002	SHEET INDEX
3	G003	LEGEND & ABBREVIATIONS
4	G004	CONSTRUCTION NOTES
5	G005	SURVEY CONTROL DIAGRAM AND CONSTRUCTION ALIGNMENT - TRAIL
6	G006	SURVEY CONTROL DIAGRAM AND CONSTRUCTION ALIGNMENT - TALMAGE ROAD
7	G007	TYPICAL CROSS SECTIONS - 1 OF 2
8	G008	TYPICAL CROSS SECTIONS - 2 OF 2
CIVIL		PLAN & PROFILES
9	C101	TRAIL PLAN AND PROFILE STA 0+00 TO STA 5+00
10	C102	TRAIL PLAN AND PROFILE STA 5+00 TO STA 10+50
11	C103	TRAIL PLAN AND PROFILE STA 10+50 TO STA 15+00
12	C104	TRAIL PLAN AND PROFILE STA 15+00 TO STA 20+50
13	C105	TRAIL PLAN AND PROFILE STA 20+50 TO STA 26+00
14	C106	TRAIL PLAN AND PROFILE STA 26+00 TO STA 31+50
15	C107	TRAIL PLAN AND PROFILE STA 31+50 TO STA 37+00
16	C108	TRAIL PLAN AND PROFILE STA 37+00 TO STA 42+47
CIVIL		ENLARGED PLANS
17	C401	COMMERCE DRIVE - INTERSECTION IMPROVEMENT PLAN
18	C402	TALMAGE ROAD - DEMOLITION PLAN
19	C403	TALMAGE ROAD - INTERSECTION IMPROVEMENT PLAN
20	C404	TALMAGE ROAD - INTERSECTION GRADING PLAN
21	C405	TALMAGE ROAD - SIGNING AND STRIPING PLAN
22	C406	GOBBI STREET - INTERSECTION IMPROVEMENT PLAN

SEQUENCE NUMBER	SHEET NUMBER	SHEET TITLE
CIVIL		CONSTRUCTION DETAILS
23	C501	CONSTRUCTION DETAILS - 1 OF 2
24	C502	CONSTRUCTION DETAILS - 2 OF 2
LANDSCAPE		
25	L101	PLANTING PLAN
26	L102	PLANTING PLAN
27	L103	PLANTING PLAN
28	L104	PLANTING PLAN
29	L201	PLANTING PLAN
30	L202	PLANTING DETAILS
31	L203	PLANTING DETAILS
STRUCTURAL		
32	S001	STRUCTURAL GENERAL NOTES
33	S101	PRE-ENGINEERED RAILCAR BRIDGE - PLAN AND SECTION
34	S102	EAST RETAINING WALL PLAN AND PROFILE
35	S103	WEST RETAINING WALL PLAN AND PROFILE
36	S104	STRUCTURAL DETAILS 1 OF 2
ELECTRICAL		PLANS
37	E101	TRAIL LIGHTING PLAN STA 0+00 TO STA 10+50
38	E102	TRAIL LIGHTING PLAN STA 10+50 TO STA 20+50
39	E103	TRAIL LIGHTING PLAN STA 20+50 TO STA 31+50
40	E104	TRAIL LIGHTING PLAN STA 31+50 TO STA 42+47
TOTAL SHEET COUNT 40		

PRELIMINARY - NOT FOR BIDDING

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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REGISTERED PROFESSIONAL ENGINEER
TAYLOR RENO TOKTOKA
No. C80067
CIVIL
STATE OF CALIFORNIA

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Santa Rosa California 95407 USA
T 1 707 523 1010 F 1 707 527 8679 W www.ghd.com

Drawn	BHA	Designer	PRT
Drafting Check	PRT	Design Check	MK
Project Manager	PRT	Date	12/5/2018
This document shall not be used for construction unless signed and sealed for construction.		Scale	AS SHOWN

Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: SHEET INDEX
Project No. 11152072
Original Size: ANSI D
Sheet No. G002
Sheet 2 of 40

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LEGEND

GENERAL:

- CENTERLINE
- DIAMETER
- APPROXIMATE
- DELTA
- INDICATES DIRECTION OR FLOW
- LETTER INDICATES SECTION, NUMBER INDICATES DETAIL (1 / C501)
- SHEET WHERE SECTION OR DETAIL OCCURS

PROFILE LEGEND:

EG AT CL / FG AT CL / STA

- FG AT DESIGN CL
- EG AT DESIGN CL
- EG AT RIGHT EP
- EG AT LEFT EP

TOPOGRAPHIC:

EXISTING / NEW

- SURVEY - FOUND MONUMENT
- SURVEY CONTROL POINT - SET
- OR — SURVEY CONTROL POINT - FOUND
- PROPERTY LINE (APPROXIMATE)
- RIGHT OF WAY (APPROXIMATE)
- LIMITS OF CONSTRUCTION IN NCRA ROW
- DRAINAGE SWALE, CREEK, OR DITCH
- 12 — CONTOUR LINE
- C — LIMITS OF EARTHWORK CUT
- F — LIMITS OF EARTHWORK FILL
- SD — STORM DRAIN/CULVERT
- X — FENCE
- RAILROAD TRACKS
- BUILDING OUTLINE
- PLANTER
- TREE / VEGETATION
- POLE (UTILITY)
- POST
- SIGN (SINGLE POST)
- NEW SIGN PANEL ON EXISTING POST
- FLOW DIRECTION

TOPOGRAPHIC (CONTINUED):

EXISTING / NEW

- ASPHALT CONCRETE
- DRIVEWAY
- CONCRETE SLAB
- DETECTABLE WARNING
- DRAINAGE DITCH

PAVEMENT STRIPING / MARKING:

EXISTING / NEW

- (YIELD) "SHARKS TOOTH" MARKING PER CALTRANS STANDARD PLAN A24E
- CROSSWALK STRIPING AS NOTED
- XING ROAD — "ROAD CROSSING" LETTERS

UTILITY:

EXISTING / NEW

- SS — SANITARY SEWER
- SD — STORM DRAIN
- W — WATER
- G — GAS
- OH — OVERHEAD UTILITY
- OHE — OVERHEAD ELECTRICAL
- E — UNDERGROUND ELECTRICAL CONDUIT
- UFO — UNDERGROUND FIBER OPTIC CABLE
- STORM DRAIN MANHOLE
- SANITARY SEWER MANHOLE
- TELECOM MANHOLE
- ELECTRICAL METER
- FIRE HYDRANT
- WATER VALVE
- OR — WATER METER
- WATER METER
- GAS METER
- GAS VALVE

UTILITY (CONTINUED):

EXISTING / NEW

- STORM DRAINAGE INLET /CATCH BASIN
- UTILITY POLE
- GUY
- PEDESTRAIN LEVEL LIGHT
- LED COBRA HEAD LIGHT
- ELEC. CABINET — UTILITY VAULT / CABINET
- UTILITY BOX — UTILITY BOX / PULL BOX
- TELEPHONE PEDESTAL — TELEPHONE PEDESTAL
- FIBER OPTIC MARKER
- RR SWITCH — RAILROAD SWITCH
- RR XING ARM — RAILROAD CROSSING ARM
- RR XING POST — RAILROAD CROSSING POST

ABBREVIATIONS

AB	ANCHOR BOLT
AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AGG	AGGREGATE
ARI	AGENCY RETAINED ITEMS
ARV	AIR-VACUUM RELEASE VALVE
ASS'Y.	ASSEMBLY
AVE	AVENUE
AWWA	AMERICAN WATER WORKS ASSOCIATION
@	AT
B-	BORING
BC	BOTTOM OF CURB
BCR	BEGIN CURB RETURN
BFP	BACK FLOW PREVENTER
BM	BENCH MARK
BMP	BEST MANAGEMENT PRACTICE
BLDG	BUILDING
BLVD	BOULEVARD
BO	BLOW OFF
BOT	BOTTOM
BVC	BEGIN VERTICAL CURVE
C	CONDUIT
CI	CAST IRON
C.I.P.	CAST IN PLACE
CL, ℄	CENTERLINE
CLR	CLEAR, CLEARANCE
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT
CONC	CONCRETE
CONT	CONTINUOUS
CONT'D	CONTINUED
COORD	COORDINATE
COR	CORNER
CU	CUBIC
CV	CHECK VALVE
d	PENNY (NAIL SIZE)
DEMO	DEMOLISH
DIA, Ø	DIAMETER
DTL	DETAIL
DI	DROP (DRAINAGE) INLET
DF	DOUGLAS FIR
DR	DRIVE
DW	DOMESTIC WATER LINE
DWG	DRAWING
(E)	EXISTING
E	EAST
EA	EACH
EC	END CURVE
ECR	END CURB RETURN
EF	EACH FACE
EG	EXISTING GRADE
EP	EDGE PAVING
EQ	EQUAL
ER	EDGE ROAD
EL/ELEV	ELEVATION
ELEC	ELECTRIC
ENGR	ENGINEER
ES	EDGE OF SHOULDER
ETW	EDGE OF TRAVELED WAY
EVC	END VERTICAL CURVE
EW	EACH WAY
FIN	FINISH
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL, ℄	FLOW LINE
FLR	FLOOR
FND	FOUND
FP	FIRE PROTECTION
FS	FINISHED SURFACE
FT	FOOT OR FEET
FTG	FOOTING
G	GAS LINE
GAL	GALLON
GALV	GALVANIZED
GB	GRADE BREAK
GR	GRADE
GRD	GROUND
GUT	GUTTER
GV	GATE VALVE
HB	HOSE BIBB
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HMA	HOT MIX ASPHALT
HMA-CO	" " " (COLORIZED OPEN GRADED-WMA)
HORZ	HORIZONTAL
HWY	HIGHWAY
HPGN	HIGH PRECISION GEODETIC NETWORK
HYD	HYDRANT
IE	INVERT ELEVATION
IP	IRON PIPE
INV	INVERT
JCT	JUNCTION
JP	JUNCTION UTILITY POLE
(L)	LEFT
L	LENGTH
LAT	LATERAL
LF	LINEAL FEET
LS	LIFT STATION
LT	LEFT
MAX	MAXIMUM
M	METER
MFR	MANUFACTURER
MH	MAN HOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MG	MILLION GALLON
MPH	MILES PER HOUR
(N)	NEW
N	NORTH
NCRA	NORTH COAST RAILROAD AUTHORITY
NIC	NOT IN CONTRACT
NO	NUMBER
NTS	NOT TO SCALE
NS	NON SHRINK
NWP Co	NORTHWESTERN PACIFIC RAILROAD COMPANY
O.C.	ON CENTER
OG	ORIGINAL GROUND
OHE	OVERHEAD ELECTRICAL
OPNG	OPENING
PC	POINT OF CURVE
PCC	PORTLAND CONCRETE CEMENT
PE	POLYETHYLENE
PL	PLATE
P/L, ℄	PROPERTY LINE
PLCS	PLACES
PLWD	PLYWOOD
PLTR	PLANTER
POC	POINT OF CONNECTION
PP	POWER POLE
PRV	PRESSURE REDUCING VALVE
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TREATED, OR POINT OF TANGENT BEGINNING
PVC	POLYVINYL CHLORIDE
(R)	RIGHT
R, RAD	RADIUS
RC	RELATIVE COMPACTION
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
RDWD	REDWOOD
REQ'D	REQUIRED
REQ'T	REQUIREMENT
ROW	RIGHT OF WAY
RPP	REDUCED PRESSURE PRINCIPAL
RR	RAILROAD
RRSPK	RAILROAD SPIKE
RSP	ROCK SLOPE PROTECTION
RT	RIGHT
RW, or R/W	RIGHT-OF-WAY
S	SLOPE
SAT	SATURATED
SB	SETBACK
SCH, SCHED	SCHEDULE
SD	STORM DRAIN
SDJB	STORM DRAIN JUNCTION BOX
SDMH	STORM DRAIN MANHOLE
SF	SQUARE FEET
SHT	SHEET
SIM	SIMILAR
SO	SOUTH
SQ	SQUARE
SS	SANITARY SEWER
S STL	STAINLESS STEEL
STA	STATION
STD	STANDARD
STL	STEEL
T	TANGENT
T&G	TONGUE AND GROOVE
TC	TOP OF CONCRETE
TOC	TOP OF CURB
T, TEL	TELEPHONE
THK	THICK
TG	TOP GRATE
TP	TEST PIT
TR	TRASH RECEPTACLE
TS	TOP OF SLAB
TW	TOP OF WALK
TW	TOP OF WALK
TWLT	TWO WAY LEFT TURN LANE
TYP	TYPICAL
UBC	UNIFORM BUILDING CODE
UNO	UNLESS OTHERWISE NOTED
V	VOLT(S)
VAR	VARIES
VERT	VERTICAL
W/	WITH
W	WATER
WD	WIDE
WMA	WARM MIX ASPHALT
WQDB	WATER QUALITY DETENTION BASIN
XING	CROSSING
X-WALK	CROSSWALK
YD	YARD

NOTE:
CONTACT ENGINEER FOR ABBREVIATIONS NOT LISTED.

PRELIMINARY - NOT FOR BIDDING

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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Drawn	BHA	Designer	PRT
Drafting Check	PRT	Design Check	MK
Project Manager	PRT	Date	12/5/2018
		Scale	AS SHOWN

Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: LEGEND & ABBREVIATIONS
Project No. 11152072
Original Size: ANSI D
Sheet No. G003
Sheet 3 of 40

Plot Date: 26 April 2019 - 3:08 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_G003_GEN SYMBOLS.dwg

GENERAL NOTES:

1. THE CONTRACTOR SHALL READ AND MAKE CAREFUL EXAMINATION OF THE PLANS, SPECIFICATIONS, QUANTITIES AND MATERIAL ESTIMATES AND VISIT THE SITE OF THE PROPOSED CONSTRUCTION TO BECOME FAMILIAR WITH THE SITE CONDITIONS AND LIMITATIONS BEFORE MAKING A BID. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL ERRORS RESULTING FROM THE FAILURE TO MAKE SUCH AN EXAMINATION. ANY INFORMATION DERIVED FROM THE MAPS, PLANS, SPECIFICATIONS, PROFILES, DRAWINGS OR FROM THE ENGINEER WILL NOT RELIEVE THE CONTRACTOR FROM ANY RISK OR FROM FULFILLING THE TERMS OF THE CONTRACT.
2. ALL CONSTRUCTION SHALL CONFORM TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION 2015 STANDARD SPECIFICATIONS, CITY OF UKIAH STANDARD DRAWINGS, THE PROJECT PLANS, AND THE PROJECT SPECIAL PROVISIONS UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL PROVIDE, PROCURE AND PAY FOR ALL PERMITS REQUIRED TO CARRY ON AND COMPLETE THE WORK. THESE INCLUDE, BUT ARE NOT LIMITED TO, A CITY OF UKIAH ENCROACHMENT PERMIT (WAIVED), RIGHT OF ENTRY PERMIT BY NCRA, CURRENT BUSINESS LICENSE, VALID AND PROPER CONTRACTOR'S LICENSE. ENCROACHMENT PERMITS MUST BE LOCATED ON THE JOB SITE DURING WHICH TIME CONTRACTOR IS WORKING THERE.
4. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION. DIAL (TOLL FREE) 1-800-642-2444 OR 811.
5. CONSTRUCTION MATERIALS AND EQUIPMENT SHALL BE NEW AND OF A QUALITY EQUAL TO THAT SPECIFIED OR APPROVED. WORK SHALL BE DONE AND COMPLETED IN A THOROUGH AND WORKMANLIKE MANNER.
6. WHENEVER ANY MATERIAL OR EQUIPMENT IS INDICATED OR SPECIFIED BY PATENT OR PROPRIETARY NAME OR BY THE NAME OF THE MANUFACTURER, SUCH SPECIFICATION SHALL BE CONSIDERED AS USED FOR DESCRIBING THE MATERIAL OR EQUIPMENT DESIRED AND SHALL BE CONSIDERED AS FOLLOWED BY THE WORDS "OR APPROVED EQUAL". THE CONTRACTOR MAY OFFER ANY MATERIAL OR EQUIPMENT WHICH SHALL BE EQUAL IN EVERY RESPECT TO THAT SPECIFIED; PROVIDED THAT WRITTEN APPROVAL FIRST IS OBTAINED FROM THE CITY ENGINEER.
7. MATERIALS SHALL BE SO STORED TO ENSURE THE PRESERVATION OF THEIR QUALITY AND FITNESS FOR THE WORK. ALL MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR (UNLESS OTHERWISE NOTED). THEY SHALL BE SO LOCATED AND DISPOSED THAT PROMPT AND PROPER INSPECTION THEREOF MAY BE MADE.
8. THE CITY SHALL HAVE THE RIGHT TO TAKE POSSESSION OF AND USE ANY COMPLETED OR PARTIALLY COMPLETED PORTIONS OF THE WORK, NOT WITHSTANDING THE TIME FOR COMPLETING THE ENTIRE WORK OR SUCH PORTIONS WHICH MAY NOT HAVE EXPIRED; BUT SUCH TAKING OF POSSESSION AND USE SHALL NOT BE DEEMED AN ACCEPTANCE OF ANY WORK NOT COMPLETED IN ACCORDANCE WITH THE PROJECT PLANS AND SPECIFICATIONS. IF SUCH PRIOR USE INCREASES THE COST OF OR DELAYS THE WORK, THE CONTRACTOR SHALL BE ENTITLED TO SUCH COMPENSATION, OR EXTENSION OF TIME OR BOTH, AS THE ENGINEER MAY DETERMINE.
9. PROJECT REQUIRES A CLASS A GENERAL ENGINEERING CONTRACTOR'S LICENSE IN THE STATE OF CALIFORNIA.
10. QUANTITIES OF ITEMS, LENGTH OF PROJECT, AND SITE CONDITIONS SHOWN IN THE PLANS ARE APPROXIMATE.
11. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, GHD INC., THE NCRA, AND THEIR REPRESENTATIVES HARMLESS FROM ANY AND ALL LIABILITY, REAL AND/OR ALLEGED, IN CONJUNCTION WITH THE PERFORMANCE OF THIS PROJECT.
12. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING STRUCTURES, ROADS, AND UTILITIES DURING CONSTRUCTION REGARDLESS WHETHER IN CITY, PRIVATE, OR NCRA PROPERTY. ALL DAMAGE SHALL SHALL BE RESTORED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.
13. CONTRACTOR SHALL VERIFY LOCATIONS, ELEVATIONS, DISTANCES, AND FEATURES THAT MAY AFFECT THE WORK. SHOULD EXISTING CONDITIONS DIFFER FROM THOSE SHOWN OR INDICATED, OR IF IT APPEARS THAT THESE PLANS, STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS DO NOT ADEQUATELY DETAIL THE WORK TO BE DONE, CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONTINUING WITH ANY RELATED WORK. NO ALLOWANCE WILL BE MADE ON HIS BEHALF FOR ANY EXTRA EXPENSE RESULTING FROM FAILURE OR NEGLECT IN DETERMINING THE CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE.
14. A SET OF APPROVED CONSTRUCTION DRAWINGS AND SPECIAL PROVISIONS SHALL BE KEPT AT ALL TIMES AT THE JOB SITE ON WHICH ALL CHANGES OR VARIATIONS IN THE WORK, INCLUDING ALL EXISTING UTILITIES, ARE TO BE RECORDED AND/OR CORRECTED DAILY BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER WHEN THE WORK TO BE DONE IS COMPLETED.
15. CONTRACTOR SHALL PROVIDE AND MAINTAIN SUFFICIENT TEMPORARY BARRIERS TO PROVIDE FOR THE SAFETY OF THE PUBLIC TO THE SATISFACTION OF THE ENGINEER.
16. SHOULD GRADING OPERATIONS ENCOUNTER HAZARDOUS MATERIALS, OR WHAT APPEAR TO BE HAZARDOUS MATERIALS, STOP WORK IN THE AFFECTED AREA IMMEDIATELY AND CONTACT 911 (OR THE APPROPRIATE AGENCY) AND CITY FOR FURTHER INSTRUCTION.
17. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS IN ADVANCE OF COMMENCEMENT OF ANY PART OF THE WORK AND SHALL COORDINATE CONSTRUCTION SCHEDULE WITH CITY OF UKIAH AND NCRA REPRESENTATIVE TO MINIMIZE IMPACT TO RESIDENTS AND ADJACENT LANDOWNERS.
18. UNSUITABLE EXCAVATED MATERIAL SHALL BE REMOVED FROM SITE AND DISPOSED OF IN A MANNER CONSISTENT WITH APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY AND EXPENSE FOR PROPER DISPOSAL OF UNSUITABLE MATERIALS TAKEN FROM SITE AND PROVIDE WRITTEN DOCUMENTATION OF PERMISSION AND ENVIRONMENTAL DOCUMENTATION FOR USE OF ANY DISPOSAL SITE AS REQUESTED BY THE ENGINEER.
19. THE DESIGN FEATURES INCLUDING HORIZONTAL AND VERTICAL ALIGNMENTS, TYPICAL SECTIONS, APPROACHES, AND OTHER DESIGN DETAILS SHOWN ON THESE DESIGN PLANS SHALL NOT BE ALTERED OR MODIFIED IN ANY WAY DURING CONSTRUCTION WITHOUT THE EXPRESSED, WRITTEN DIRECTION AND APPROVAL OF THE ENGINEER AND/OR CONTRACTING OFFICER.
20. NO WORK SHALL BE PERFORMED OUTSIDE OF THE DESIGNATED CONSTRUCTION LIMITS WITHOUT THE APPROVAL OF THE CITY.
21. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPROVED STAGING AREAS WITH THE CITY OF UKIAH CITY ENGINEER AND THE NCRA.
22. NEW STRIPING AND MARKINGS SHALL BE THERMOPLASTIC PER SECTION 84 OF THE 2015 CALTRANS STANDARD SPECIFICATIONS.
23. ALL WORK WITHIN NCRA ROW SHALL CONFORM TO NCRA BMP'S AND NCRA'S RIGHT OF ENTRY PERMIT. NO HEAVY EQUIPMENT SHALL BE OPERATED WITHIN 8 FEET OF THE TRACK END OF TIES.

UTILITY NOTES:

1. THE LOCATION OF UTILITIES SHOWN IN THE PLANS IS APPROXIMATE AND IS ONLY SHOWN TO ASSIST THE CONTRACTOR IN COMPLETING THE WORK. THE CONTRACTOR SHALL VERIFY ALL UTILITIES WITH OWNERS PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES THROUGH THE NEGLIGENCE OF THE CONTRACTOR SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
2. IF ANY WORK IS IN CLOSE PROXIMITY TO EXISTING UTILITIES AND COORDINATION IS REQUESTED BY THE UTILITY COMPANY, THE CONTRACTOR SHALL COORDINATE UTILITY WORK WITH THE RESPONSIBLE UTILITY COMPANY (UTILITY OWNER).
3. THE ACTUAL LOCATION OF EXISTING UTILITIES MAY VARY FROM THAT SHOWN ON THE PLANS. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL POTHOLE AND LOCATE ALL EXISTING UTILITIES VARIATIONS IN LOCATION AND DEPTH SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND CITY IMMEDIATELY SO THAT THE LOCATION OF UTILITIES MAY BE CHECKED WITH THE PROPOSED DESIGN. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION. DIAL (TOLL FREE) 1-800-642-2444 OR 811.
4. ALL EXISTING UTILITIES AND TIE-IN POINTS SHOULD BE CONSIDERED ACTIVE UTILITIES UNLESS OTHERWISE INDICATED.
5. CONSTRUCTION ACTIVITY WILL TAKE PLACE IN THE VICINITY OF OVERHEAD ELECTRIC TRANSMISSION LINES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE AWARE OF, AND OBSERVE, THE MINIMUM CLEARANCES FOR WORKERS AND EQUIPMENT OPERATING NEAR HIGH VOLTAGE ELECTRIC LINES AS SET OUT IN THE HIGH VOLTAGE SAFETY ORDERS OF THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY AS WELL AS OTHER APPLICABLE SAFETY REGULATIONS.

GRADING NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL SURVEY DATA. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING RIGHT-OF-WAY LINES, SLOPE EASEMENTS, AND ALL HORIZONTAL AND VERTICAL CONTROL PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION STAKING AND SHALL ARRANGE FOR STAKING BY A CALIFORNIA LICENSED SURVEYOR. STAKING WILL BE REVIEWED BY ENGINEER FOR CONFORMANCE TO DESIGN PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL CONSTRUCTION. ADEQUATE SHORING BRACING, TIES, AND SUPPORTS SHALL BE USED TO PROVIDE PROPER TEMPORARY INTEGRITY DURING ALL PHASES OF CONSTRUCTION.
4. ALL EXISTING LANDSCAPED AND UNPAVED AREAS WHICH ARE DISTURBED BY CONSTRUCTION OR EARTHWORK OPERATIONS SHALL BE HAND RAKED SMOOTH AND RETURNED TO ORIGINAL EXISTING CONDITIONS.
5. ALL DITCHES, SWALES, GUTTERS, ETC. SHOULD BE CONSIDERED ACTIVE STORM CONVEYANCES UNLESS OTHERWISE INDICATED. CONTRACTOR IS RESPONSIBLE FOR ADDRESSING STORM WATER DRAINAGE AND DEWATERING OF WORK AREAS DURING CONSTRUCTION.

TRAFFIC CONTROL NOTES:

1. ALL PERMANENT AND TEMPORARY ROADSIDE SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). CONTRACTOR SHALL USE THE MUTCD FOR TRAFFIC CONTROL. SEE SPECIAL PROVISIONS FOR OTHER TRAFFIC CONTROL REQUIREMENTS.
2. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING AND SUBMITTING A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE PROJECT PLANS, THE CONTRACTOR'S SEQUENCING PLAN, MUTCD, AND THE PROJECT SPECIAL PROVISIONS.
3. CONTRACTOR TO COORDINATE TEMPORARY TRAFFIC CONTROL WITH THE CITY.
4. CONTRACTOR SHALL PROVIDE TEMPORARY PEDESTRIAN ACCESS DURING CONSTRUCTION.

TEMPORARY PEDESTRIAN ACCESS NOTES:

1. THE CURB RAMP STANDARDS DEPICTED HERE MAY NOT BE APPROPRIATE FOR ALL LOCATIONS. FIELD CONDITIONS AT INDIVIDUAL LOCATIONS MAY REQUIRE SPECIFIC DESIGNS. DESIGNS MUST BE CONSISTENT WITH THE PROVISIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) 2015 STANDARD PLANS AND /OR CITY OF UKIAH STANDARD PLANS TO THE MAXIMUM EXTENT FEASIBLE.
2. SIDEWALK THICKNESS SHALL BE 3.5" MINIMUM, RAMP THICKNESS SHALL BE 3.5" MINIMUM OVER 3" AGGREGATE BASE.
3. TRANSITIONS FROM RAMPS AND LANDINGS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES NOT EXCEEDING 1/4" VERTICAL.
4. MAXIMUM SLOPES OF ADJOINING GUTTERS, THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP OR ACCESSIBLE ROUTE SHALL NOT EXCEED 5% WITHIN 4'-0" OF THE TOP AND BOTTOM OF THE CURB RAMP.
5. C0NTRACTOR TO PROVIDE 0.3' AC EDGE PATCH AROUND CURB AND/OR CURB AND GUTTER LINE, AS REQUIRED IN FIELD
6. A 6" HIGH WARNING CURB IS REQUIRED PER CBC 11B-303.5 WHENEVER THERE IS AN ABRUPT CHANGE IN GRADE ELEVATION OFF THE EDGE OF A WALKING SURFACE THAT EXCEEDS 4" VERTICAL.
7. CONTRACTOR SHALL PROVIDE CONTINUOUS PATH OF TRAVEL AT ALL TIMES. A CONTINUOUS PATH OF TRAVEL SHALL BE 48 INCHES MINIMUM UNOBSTRUCTED WIDTH WITH RIGID SURFACE MATERIALS AT CROSS SLOPES OF 2% MAXIMUM AND A RUNNING SLOPE OF 5% MAXIMUM IN THE DIRECTION OF TRAVEL OR 8.33% MAXIMUM FOR RAMP. PLASTIC MESH FENCING SHALL BE INSTALLED ADJACENT TO THE TEMPORARY PEDESTRIAN RAMP TO PROVIDE VISUAL WARNING AND CONTROL FOR PEDESTRIANS. THE PLASTIC MESH SHALL BE 4 FOOT HIGH MINIMUM IN SAFETY ORANGE COLOR AND SECURELY WIRE TIED TO TYPE II BARRICADES OR EQUAL BARRICADES SHALL BE PROPERLY SPACED AND ADEQUATELY WEIGHTED WITH SAND BAGS OR APPROVED EQUAL TO ENSURE MESH REMAINS VERTICAL AND AT PROPER HEIGHT AT ALL TIMES.
8. WHEN AN EXISTING PATH OF TRAVEL IS TO BE BLOCKED OR REMOVED, THE CONTRACTOR SHALL SUBMIT AN ACCESS PLAN FOR CITY APPROVAL. NO WORK SHALL COMMENCE UNTIL AN APPROVED ACCESS PLAN HAS BEEN OBTAINED FROM THE CITY. THE ACCESS PLAN SHALL CONSIST OF TEMPORARY RAMPS OR AN APPROVED EQUAL.
9. IF THE CONSTRUCTION WORK AREA IS WITHIN AN EXISTING FACILITY (E.G. BUS STOPS, CROSSWALKS, ETC.), CONTRACTOR SHALL PROVIDE 48 HOURS ADVANCE NOTICE TO OWNERS OF THE FACILITY INDICATING THE AFFECTED LOCATION AND DURATION OF WORK. NO TWO FACILITIES OR PROGRAMS IN SEQUENCE SHALL BE BLOCKED OR CLOSED FOR PUBLIC USE.
10. PAYMENT FOR PROVIDING A CONTINUOUS PATH OF TRAVEL SHALL BE CONSIDERED AS INCLUDED IN VARIOUS ITEMS OF WORK AND NO SEPARATE PAYMENT SHALL BE MADE. PROVISIONS FOR CONTINUOUS PATH OF TRAVEL SHALL INCLUDE INSTALLATION AND MAINTENANCE OF TEMPORARY RAMPS, POTHOLING OF UTILITIES, RESTORATION OF EXISTING STREET IMPROVEMENTS, COORDINATION OF WORK, TRAFFIC CONTROLS AND ALL ASSOCIATED WORK NEEDED TO COMPLETE THIS REQUIREMENT. HOWEVER, THE CONTRACTOR WILL BE ENTITLED FOR ADDITIONAL WORKING DAYS TO THE CONTRACT PERIOD FOR RIGHT-OF-WAY DELAYS AT NO FAULT BY THE CONTRACTOR.

WORK BY OTHERS - CALIFORNIA CONSERVATION CORPS:

THE SCOPE OF WORK AS STATED BELOW IS WILL BE CONDUCTED BY THE CALIFORNIA CONSERVATION CORPS (CCC) STAFF. THE CONTRACTOR SHALL COORDINATE WITH CCC TO HAVE THE FOLLOWING SCOPE OF WORK COMPLETED AS TO NOT AFFECT THE CONTRACTORS PRODUCTION AND SCHEDULE.

- CLEARING AND GRUBBING OF THE PROJECT LIMITS
- PLANTING SOIL AMENDMENT
- PLACE WOOD MULCH
- PLANT GROUP C (TRAIL TREES)
- PLANT GROUP A (NO 1)
- PLANT GROUP B (NO 5)

PROJECT SCOPE:

THE SCOPE OF WORK AS STATED BELOW IS FOR DSA PLAN REVIEW PURPOSES ONLY AND DOES NOT CONSTITUTE A DETAILED AND FULL EXPLANATION OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

- CONSTRUCTION AN ACCESSIBLE CALTRANS STANDARD CLASS I MULTI-USE PATH WITHIN THE RAILROAD RIGHT-OF-WAY.
- THE PATH EXTENDS FROM COMMERCE DRIVE NORTH TO TALMAGE ROAD, ALONG THE EAST SIDE OF THE EXISTING RAIL ROAD TRACKS.
- ACCESSIBILITY IMPROVEMENTS INCLUDE NEW ACCESSIBLE RAMPS AT EACH STREET CROSSING, WITH THE APPROPRIATE CROSSWALK MARKINGS.
- INSTALLATION OF A PRE-ENGINEERED FLATBED RAILCAR BRIDGE OVER DOOLIN CREEK.

GOVERNING AGENCIES:

DIVISION OF STATE ARCHITECT
ACCESS COMPLIANCE SECTION (DSA/ACS)
1515 CLAY STREET, SUITE 1201
OAKLAND, CA 94612
(510) 622-3127

CITY OF UKIAH
300 SEMINARY AVE
UKIAH, CA 95482
(707) 463-6200

CALTRANS
DIVISION OF LOCAL ASSISTANCE, DISTRICT 1
PO BOX 3700
EUREKA, CA 95502
(707) 441-3977

CALIFORNIA DEPT. OF FISH AND WILDLIFE
NORTHERN REGION
619 SECOND STREET
EUREKA, CA 95501
(707) 445-6493

APPLICABLE CODES:

2016 CALIFORNIA BUILDING CODE (CBC)
CALIFORNIA CODE OF REGULATIONS
(CCR) TITLE 24, PART 2

2016 CALIFORNIA ELECTRICAL CODE (CEC)
CALIFORNIA CODE OF REGULATIONS
(CCR) TITLE 24, PART 3

2010 AMERICANS WITH DISABILITIES ACT (ADA)
STANDARDS FOR ACCESSIBLE DESIGN (ADAS)

PRELIMINARY - NOT FOR BIDDING

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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Drawn	BHA	Designer	PRT
Drafting Check	PRT	Design Check	MK
Project Manager	PRT	Date	12/5/2018
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Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title CONSTRUCTION NOTES
Project No. 11152072
Original Size ANSI D
Sheet No. G004
Sheet 4 of 40

Plot Date: 26 April 2019 - 3:08 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_G004_NOTES.dwg

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS ZONE 2, NAD83(EPOCH 2010.00) AS DETERMINED BY GPS FAST-STATIC TIES TO CORS STATIONS, DN9089(P334), DK6396(P206), DM7530(P059), DN7378(P319), DN7390(P335), DO7031(CASR), DM6171(P188), DN7384(P329), AND DN5651(P339). ALL DISTANCES ARE GROUND DISTANCES; MULTIPLY BY 0.99989086 TO CONVERT TO GRID DISTANCES.

BENCHMARK:

THE VERTICAL DATUM FOR THIS SURVEY IS NAVD 88, DETERMINED BY GPS FAST-STATIC TIES TO THE ABOVE CORS STATIONS.
PROJECT BENCH MARK IS A BRASS DISK IN STANDARD WELL MONUMENT AT THE INTERSECTION OF THE CENTER LINES OF FORD STREET AND MYRON STREET.
ELEVATION = 610.92 (NAVD88).

CONTROL POINT TABLE

POINT NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION	NOTES
302	2178494.2220	6220926.1250	609.16	FND NAIL	CL OF RAIL ROAD TRACKS
303	2178295.2520			SET 60D	STREET MONUMENT
402	2179026.6206	6220838.7517	607.61	FND NAIL	CL OF RAIL ROAD TRACKS
501	2179026.6206	6220838.7517	602.38	FND NAIL	CL OF RAIL ROAD TRACKS
4012	2179582.518	6220748.015	604.84	FND NAIL	CL OF RAIL ROAD TRACKS
5005	2178085.4008	6220992.6826	609.05	FND NAIL	CL OF RAIL ROAD TRACKS

LINE TABLE

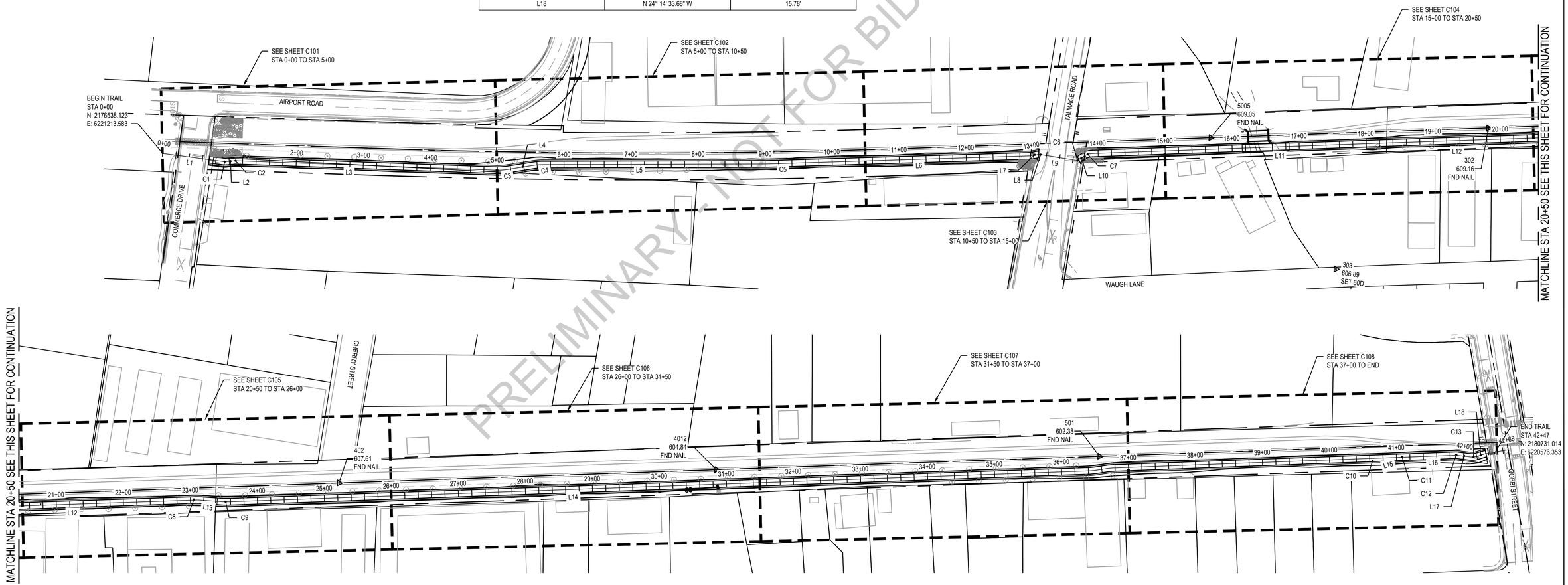
LINE	BEARING	DISTANCE
L1	N 0° 15' 27.04" E	90.40'
L2	N 12° 09' 47.01" W	12.12'
L3	N 05° 11' 54.30" W	385.58'
L4	N 16° 16' 33.88" W	37.25'
L5	N 07° 26' 29.06" W	331.01'
L6	N 09° 01' 03.70" W	390.38'
L7	N 17° 27' 34.70" W	12.70'
L8	N 0° 35' 12.12" E	5.49'
L9	N 02° 02' 32" E	48.51'
L10	N 40° 51' 30.71" E	7.47'
L11	N 09° 19' 25.22" W	336.33'
L12	N 09° 11' 32.31" W	506.11'
L13	N 03° 17' 33.42" W	30.19'
L14	N 09° 19' 25.22" W	1700.46'
L15	N 15° 34' 14.35" W	33.44'
L16	N 09° 19' 25.22" W	133.43'
L17	N 01° 40' 56.40" E	21.10'
L18	N 24° 14' 33.68" W	15.78'

CURVE TABLE

CURVE #	RAIDUS	LENGTH	DELTA
C1	25.00'	5.42'	12° 25' 14.16"
C2	25.00'	3.09'	06° 57' 52.56"
C3	100.00'	19.33'	11° 04' 39.72"
C4	100.00'	15.42'	08° 50' 4.92"
C5	200.00'	5.50'	01° 34' 34.68"
C6	10.00'	6.92'	39° 37' 18.48"
C7	25.00'	13.76'	31° 32' 05.64"
C8	100.00'	10.30'	05° 53' 58.92"
C9	100.00'	10.87'	06° 13' 40.08"
C10	100.00'	10.90'	06° 14' 49.20"
C11	100.00'	10.90'	06° 14' 49.20"
C12	15.00'	2.88'	11° 0' 21.60"
C13	15.00'	6.79'	25° 55' 30.00"

N

1"=75' 0 75' 150'



No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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0 1"

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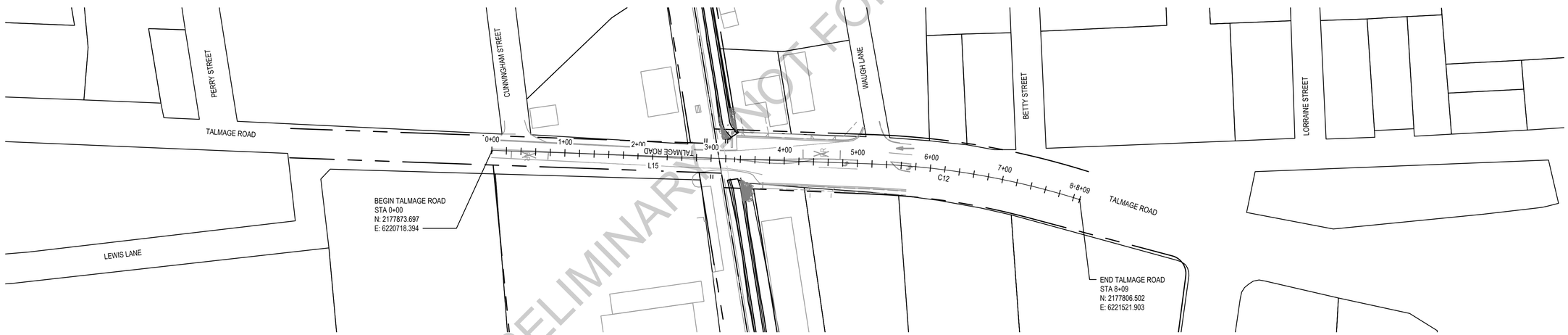
Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: SURVEY CONTROL DIAGRAM AND CONSTRUCTION ALIGNMENT - TRAIL
Project No. 11152072
Original Size: ANSI D
Sheet No. G005
Sheet 5 of 40

LINE TABLE		
LINE	BEARING	DISTANCE
L16	S 87° 57' 28" E	520.81'

CURVE TABLE			
CURVE #	RAIDUS	LENGTH	DELTA
C12	1070.51'	288.04'	15° 24' 59.76"



PRELIMINARY - NOT FOR BIDDING

N

1"=75' 0 75' 150'

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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Drawn	BHA	Designer	PRT
Drafting Check	PRT	Design Check	MK
Project Manager	PRT	Date	12/5/2018
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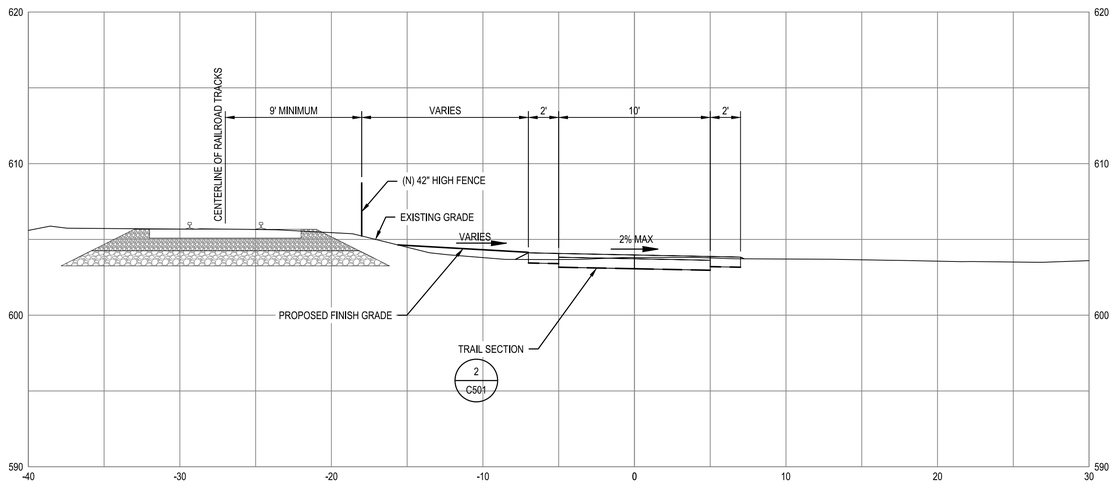
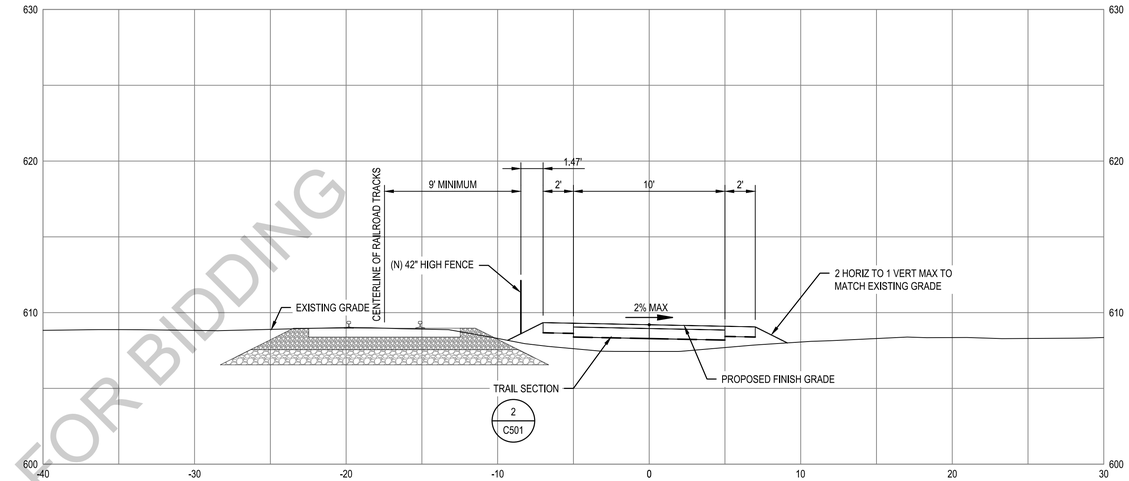
Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title SURVEY CONTROL DIAGRAM AND CONSTRUCTION ALIGNMENT - TALMAGE ROAD
Project No. 11152072
Original Size ANSI D
Sheet No. G006
Sheet 6 of 40

Plot Date: 26 April 2019 - 3:09 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_G005_SURVEY.dwg



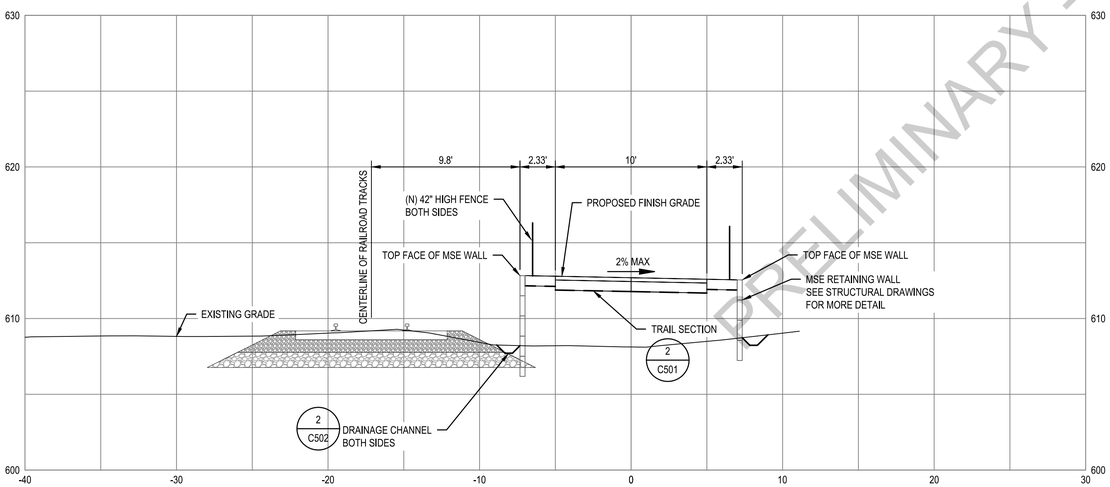
UKIAH TRAIL TYPICAL TRAIL CROSS SECTION
(TAKEN AT STA 3+00)
STA 0+69 TO 12+49 AND STA 23+01 TO 30+85

1"=5' 0 5' 10'
HORIZONTAL/VERTICAL SCALE



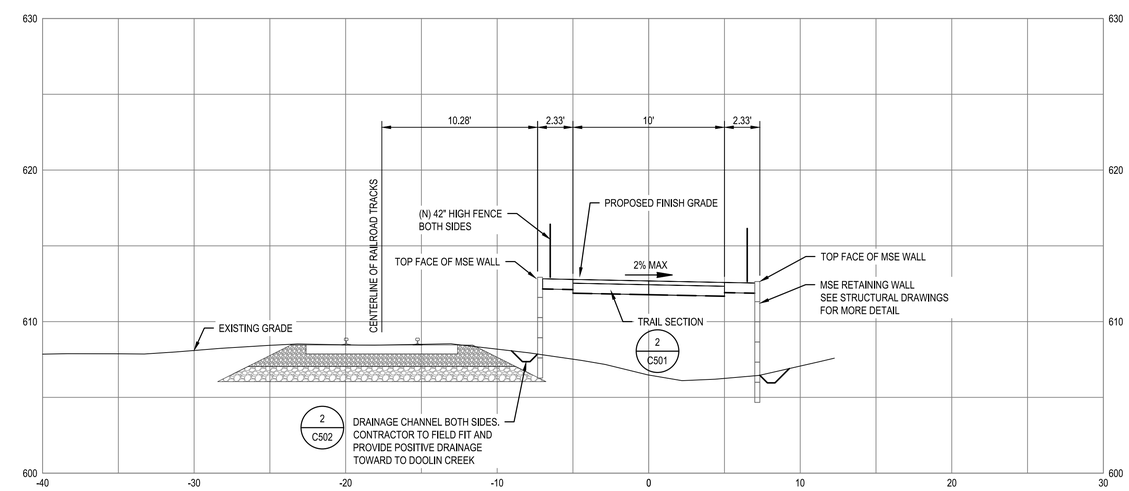
UKIAH TRAIL TYPICAL TRAIL CROSS SECTION
(TAKEN AT STA 12+90)
FROM STA 12+50 TO 15+08 AND 19+25 TO 20+00

1"=5' 0 5' 10'
HORIZONTAL/VERTICAL SCALE



UKIAH TRAIL TYPICAL TRAIL CROSS SECTION
(TAKEN AT STA 16+00)
STA 15+08 TO 16+13

1"=5' 0 5' 10'
HORIZONTAL/VERTICAL SCALE



UKIAH TRAIL TYPICAL TRAIL CROSS SECTION.
(TAKEN AT STA 17+00)
STA 16+86 TO 17+98

1"=5' 0 5' 10'
HORIZONTAL/VERTICAL SCALE

PRELIMINARY - NOT FOR BIDDING

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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Drafting Check	PRT	Design Check	MK
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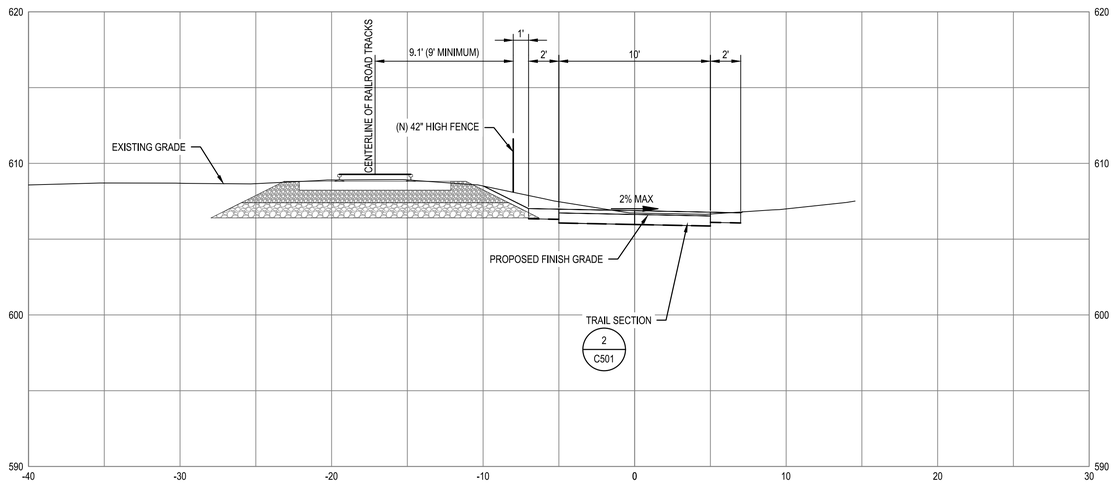
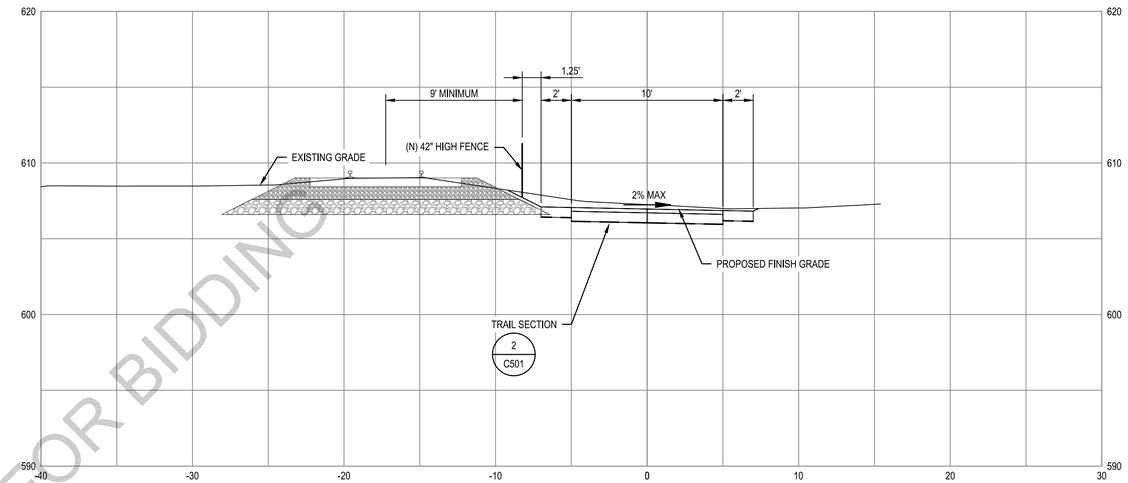
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: TYPICAL CROSS SECTIONS - 1 OF 2
Project No. 11152072
Original Size: ANSI D
Sheet No. G007
Sheet 7 of 40

Plot Date: 26 April 2019 - 3:09 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_G007-G008_CROSS-SECTION.dwg



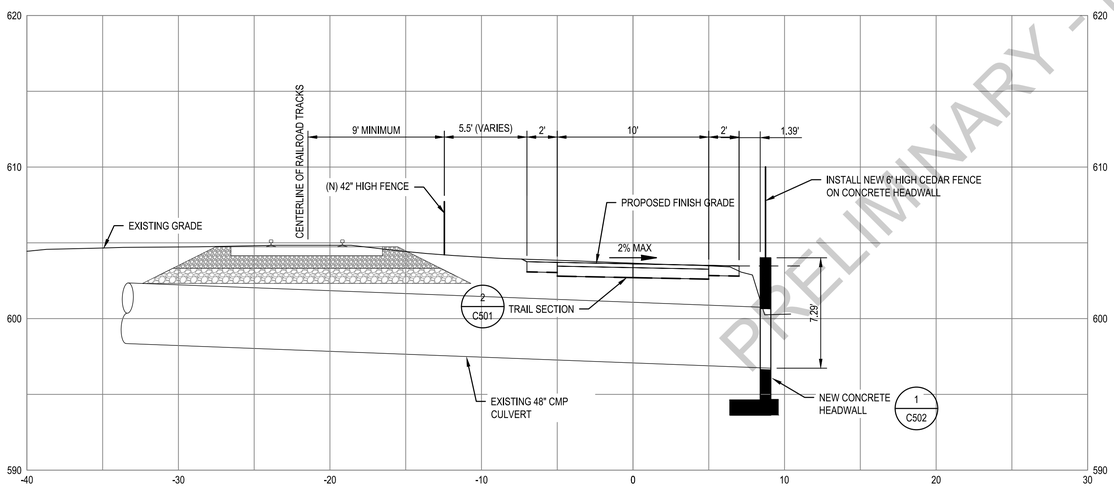
UKIAH TRAIL TYPICAL TRAIL CROSS SECTION
(TAKEN AT STA 18+50)
FROM STA 17+95 TO 19+25

1"=5' 0 5' 10'
HORIZONTAL/VERTICAL SCALE



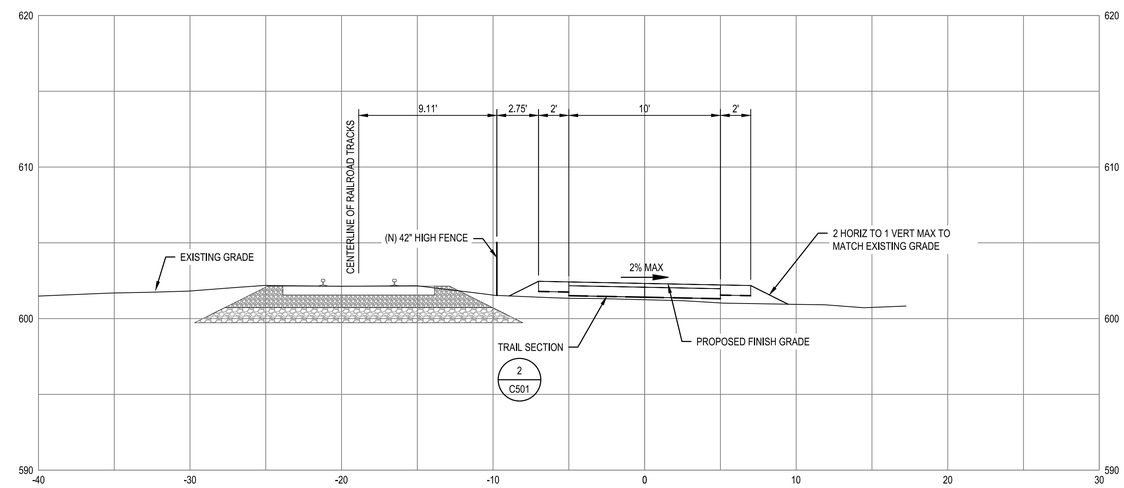
UKIAH TRAIL TYPICAL TRAIL CROSS SECTION
(TAKEN AT STA 20+75)
FROM STA 20+01 to 23+00

1"=5' 0 5' 10'
HORIZONTAL/VERTICAL SCALE



UKIAH TRAIL TYPICAL TRAIL CROSS SECTION
(TAKEN AT STA 30+86)
FROM STA 30+86 TO 42+00

1"=5' 0 5' 10'
HORIZONTAL/VERTICAL SCALE



UKIAH TRAIL TYPICAL TRAIL CROSS SECTION
(TAKEN AT STA 42+00)
FROM STA 42+00 TO 42+34

1"=5' 0 5' 10'
HORIZONTAL/VERTICAL SCALE

PRELIMINARY - NOT FOR BIDDING

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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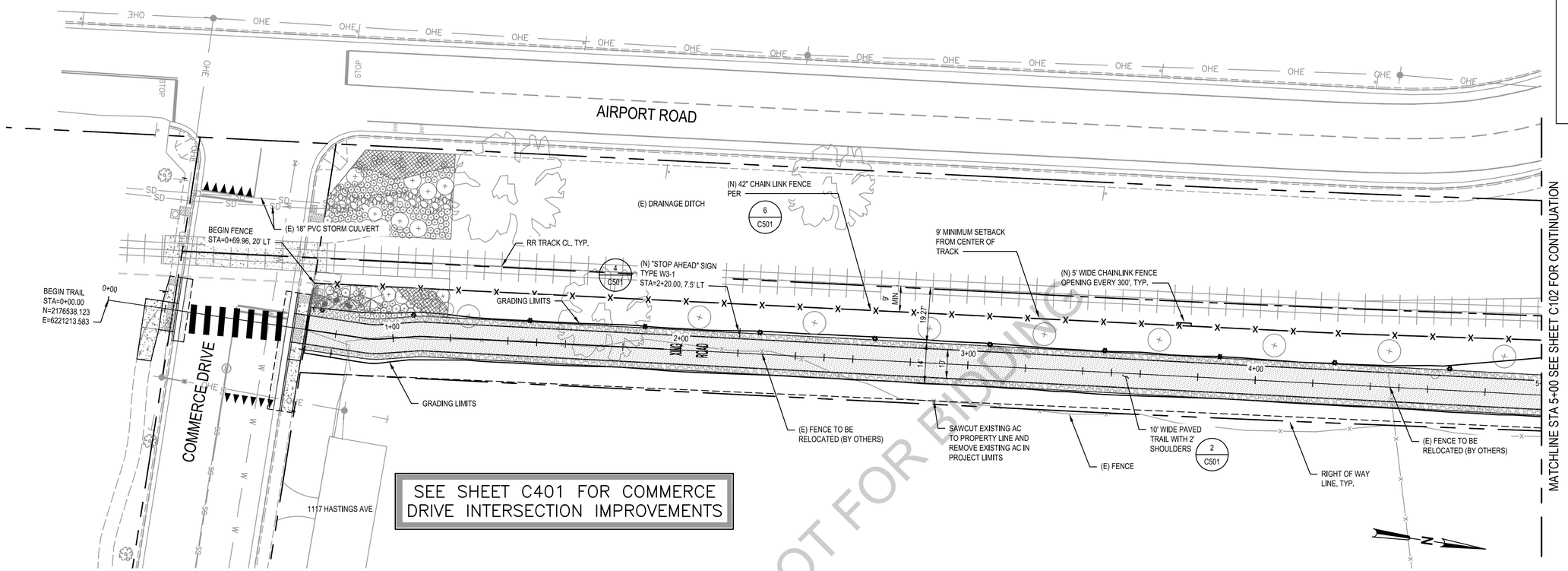
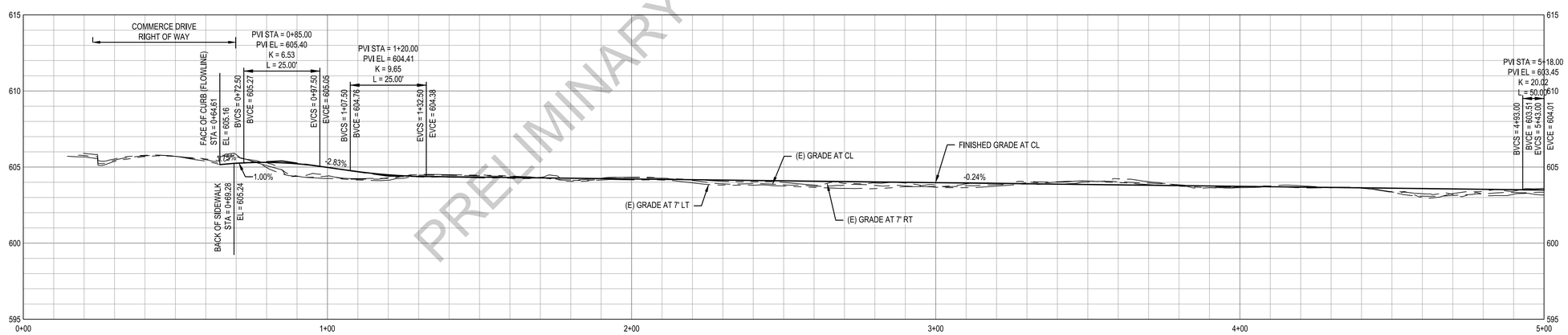
Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: TYPICAL CROSS SECTIONS - 2 OF 2
Project No. 11152072
Original Size: ANSI D
Sheet No. G008
Sheet 8 of 40

Plot Date: 26 April 2019 - 3:10 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_G007-G008_CROSS-SECTION.dwg



1 TRAIL PLAN STA 0+00 TO STA 5+00



2 TRAIL PROFILE STA 0+00 TO STA 5+00

0 20' 40' HORIZONTAL
0 4' 8' VERTICAL

PRELIMINARY - NOT FOR BIDDING

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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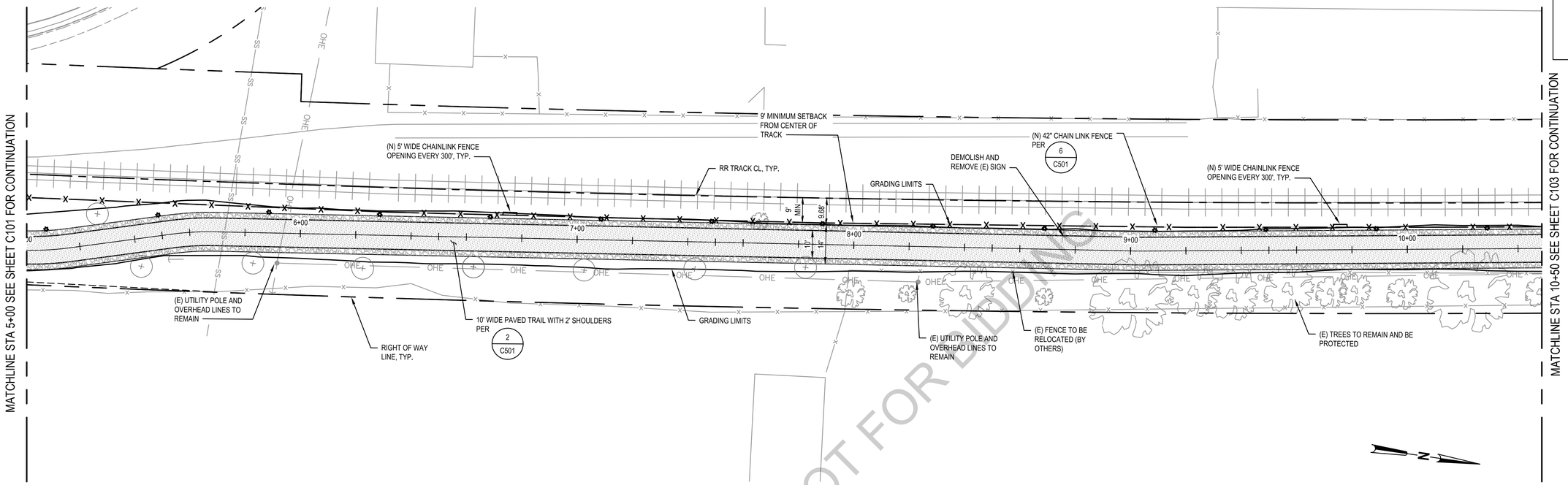
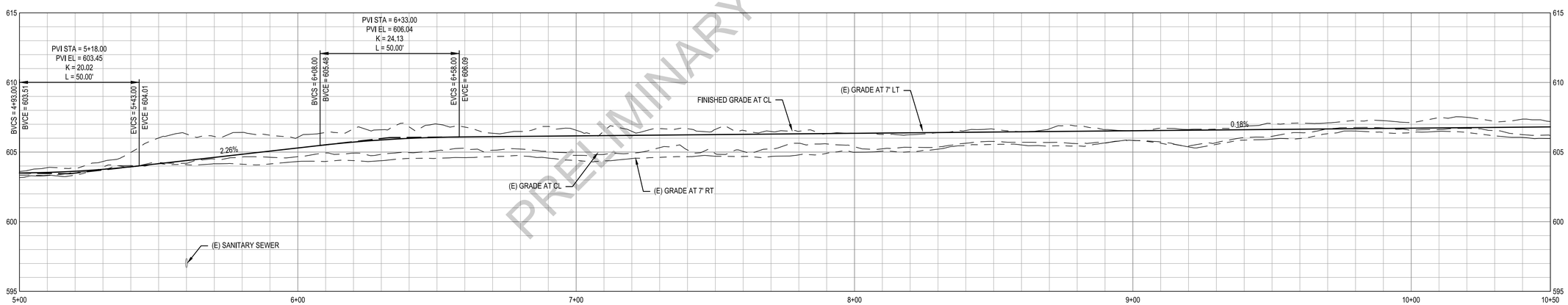
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: TRAIL PLAN AND PROFILE
STA 0+00 TO STA 5+00
Project No. 11152072
Original Size: ANSI D
Sheet No. C101
Sheet 9 of 40

Plot Date: 26 April 2019 - 3:10 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C101-C108_TRAIL PLAN AND PROFILES.dwg



1 TRAIL PLAN STA 5+00 TO STA 10+50



2 TRAIL PROFILE STA 5+00 TO STA 10+50

0 20' 40' HORIZONTAL
0 4' 8' VERTICAL

PRELIMINARY - NOT FOR BIDDING

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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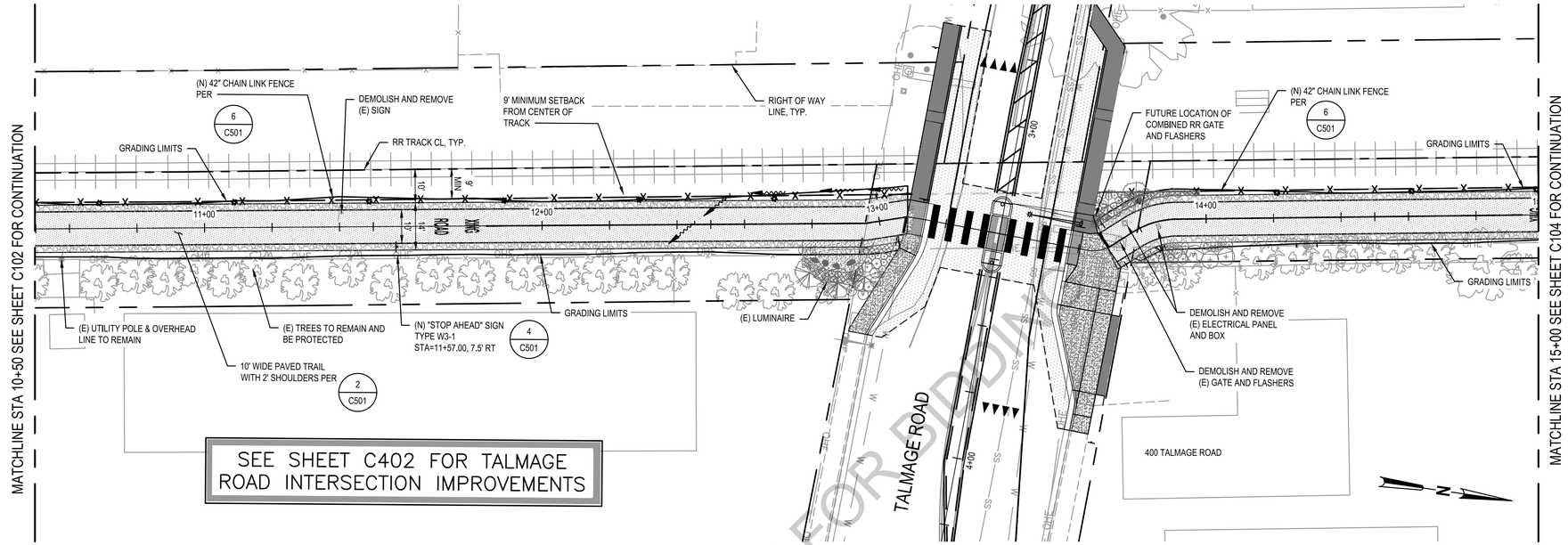
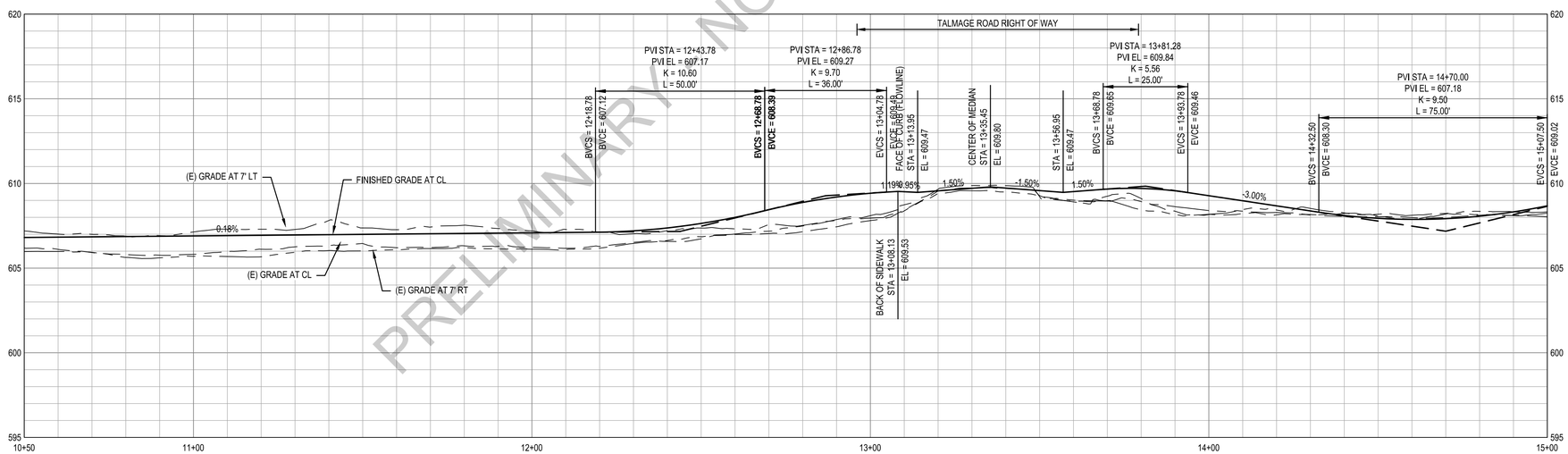
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: TRAIL PLAN AND PROFILE STA 5+00 TO STA 10+50
Project No. 11152072
Original Size: ANSI D
Sheet No. C102
Sheet 10 of 40

Plot Date: 26 April 2019 - 3:11 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C101-C108_TRAIL PLAN AND PROFILES.dwg



SEE SHEET C402 FOR TALMAGE ROAD INTERSECTION IMPROVEMENTS

1 TRAIL PLAN STA 10+50 TO STA 15+00



2 TRAIL PROFILE STA 10+50 TO STA 15+00

PRELIMINARY - NOT FOR BIDDING

FLOOD PLAIN/HAZARD INFORMATION:

FLOOD ZONE DESIGNATION: FLOODWAY, ZONE AE, ZONE X
FLOOD INSURANCE RATE MAP PANEL: 1514
EFFECTIVE DATE OF FIRM: 6/2/2011
BASE FLOOD ELEVATION: 609
APPLICABLE COMMUNITY ORDINANCE SECTION: CITY OF UKIAH CODE CHAPTER 6 FLOODPLAIN MANAGEMENT

0 20' 40' HORIZONTAL
0 4' 8' VERTICAL

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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Drafting Check	PRT	Design Check	MK
Project Manager	PRT	Date	12/5/2018
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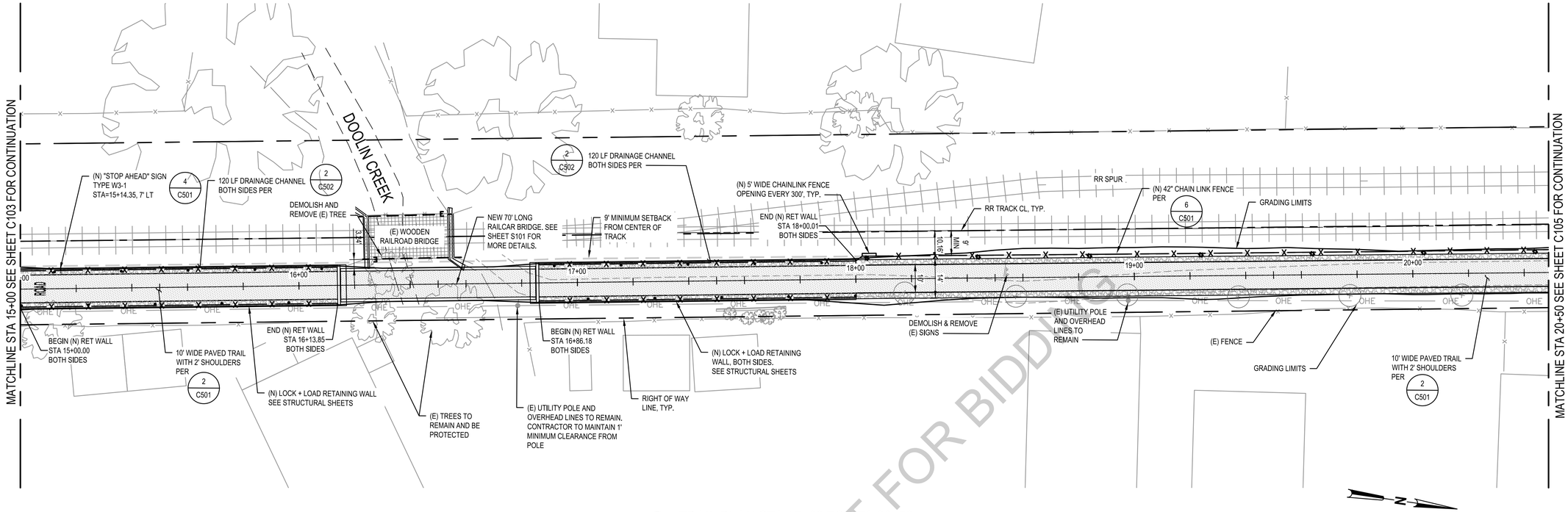
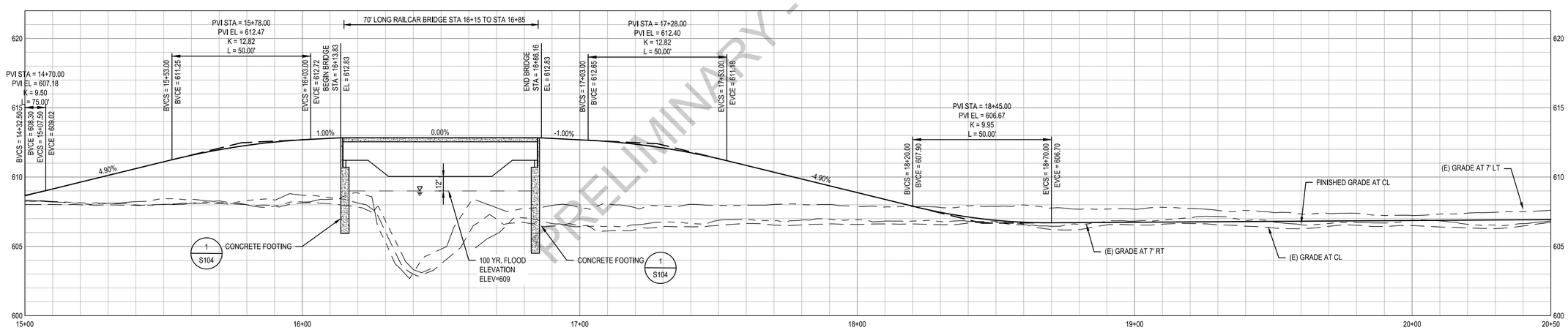
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: TRAIL PLAN AND PROFILE STA 10+50 TO STA 15+00
Project No. 11152072
Original Size: ANSI D
Sheet No. C103
Sheet 11 of 40

Plot Date: 26 April 2019 - 3:11 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C101-C108_TRAIL PLAN AND PROFILES.dwg



1 TRAIL PLAN STA 15+00 TO STA 20+50



2 TRAIL PROFILE STA 15+00 TO STA 20+50

PRELIMINARY - NOT FOR BIDDING

FLOOD PLAIN/HAZARD INFORMATION:

FLOOD ZONE DESIGNATION: FLOODWAY, ZONE AE, ZONE X
FLOOD INSURANCE RATE MAP PANEL: 1514
EFFECTIVE DATE OF FIRM: 6/2/2011
BASE FLOOD ELEVATION: 609
APPLICABLE COMMUNITY ORDINANCE SECTION: CITY OF UKIAH CODE CHAPTER 6 FLOODPLAIN MANAGEMENT

0 20' 40' HORIZONTAL
0 4' 8' VERTICAL

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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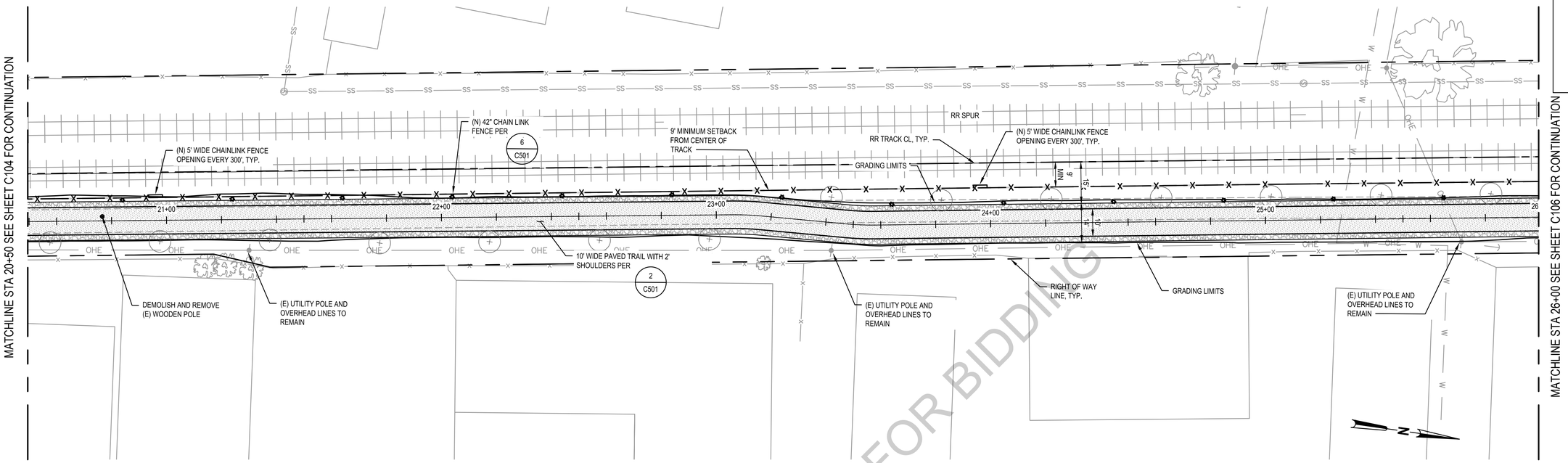
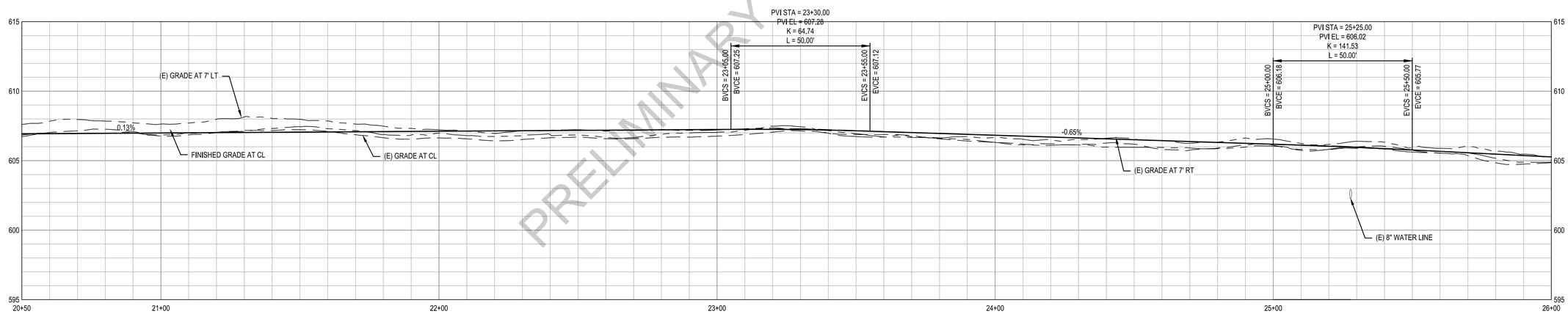
Drawn	BHA	Designer	PRT
Drafting Check	PRT	Design Check	MK
Project Manager	PRT	Date	12/5/2018
		Scale	AS SHOWN

Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: TRAIL PLAN AND PROFILE STA 15+00 TO STA 20+50
Project No. 11152072
Original Size: ANSI D
Sheet No. C104
Sheet 12 of 40

Plot Date: 26 April 2019 - 3:11 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C101-C108_TRAIL PLAN AND PROFILES.dwg



1 TRAIL PLAN STA 20+50 TO STA 26+00



2 TRAIL PROFILE STA 20+50 TO STA 26+00

0 20' 40' HORIZONTAL
0 4' 8' VERTICAL

PRELIMINARY - NOT FOR BIDDING

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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0 1"

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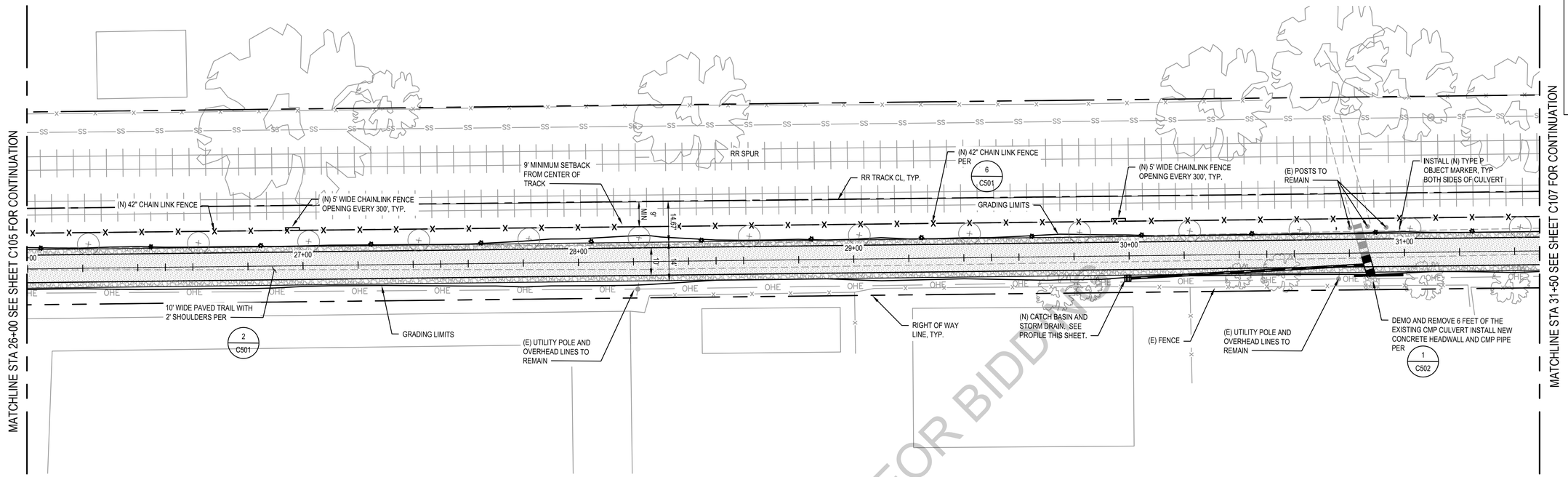
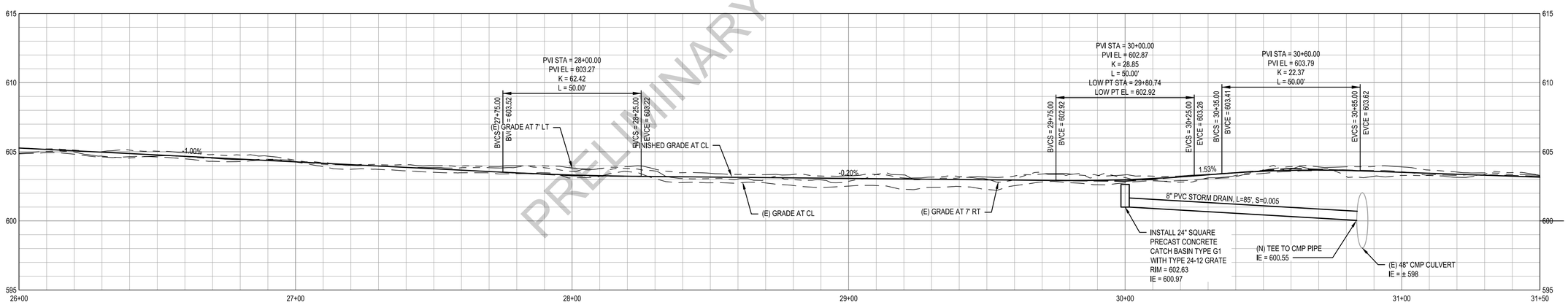
Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: TRAIL PLAN AND PROFILE STA 20+50 TO STA 26+00
Project No. 11152072
Original Size: ANSI D
Sheet No. C105
Sheet 13 of 40



1 TRAIL PLAN STA 26+00 TO STA 31+50



2 TRAIL PROFILE STA 26+00 TO STA 31+50

PRELIMINARY - NOT FOR BIDDING

FLOOD PLAIN/HAZARD INFORMATION:

FLOOD ZONE DESIGNATION: FLOODWAY, ZONE AE, ZONE X
FLOOD INSURANCE RATE MAP PANEL: 1514
EFFECTIVE DATE OF FIRM: 6/2/2011
BASE FLOOD ELEVATION: 609
APPLICABLE COMMUNITY ORDINANCE SECTION: CITY OF UKIAH CODE CHAPTER 6 FLOODPLAIN MANAGEMENT

0 20' 40' HORIZONTAL
0 4' 8' VERTICAL

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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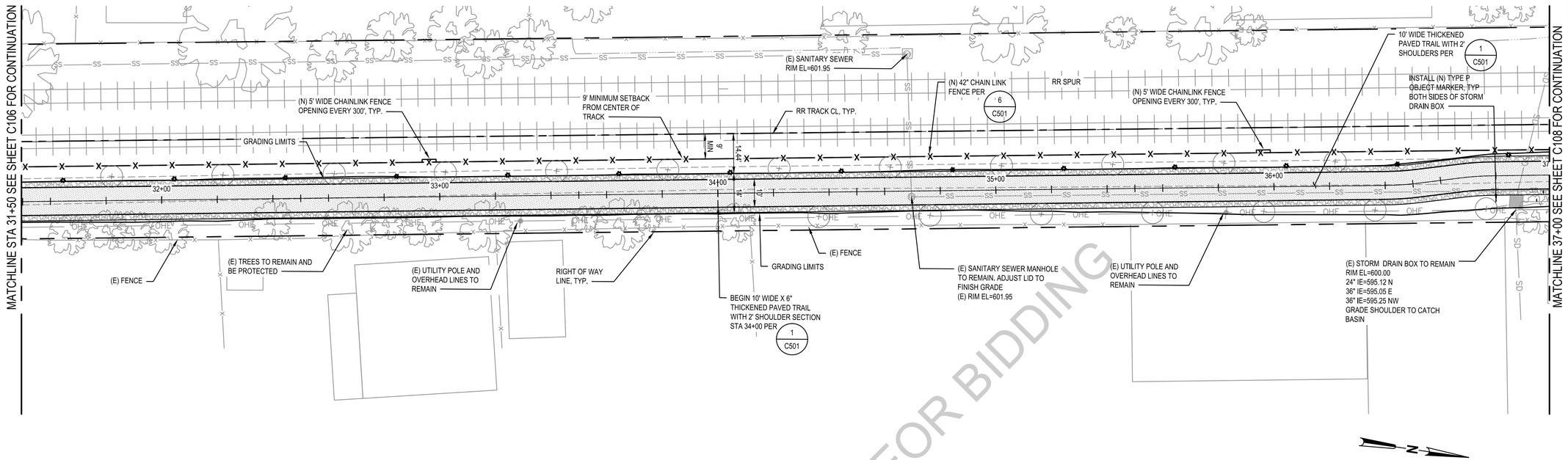
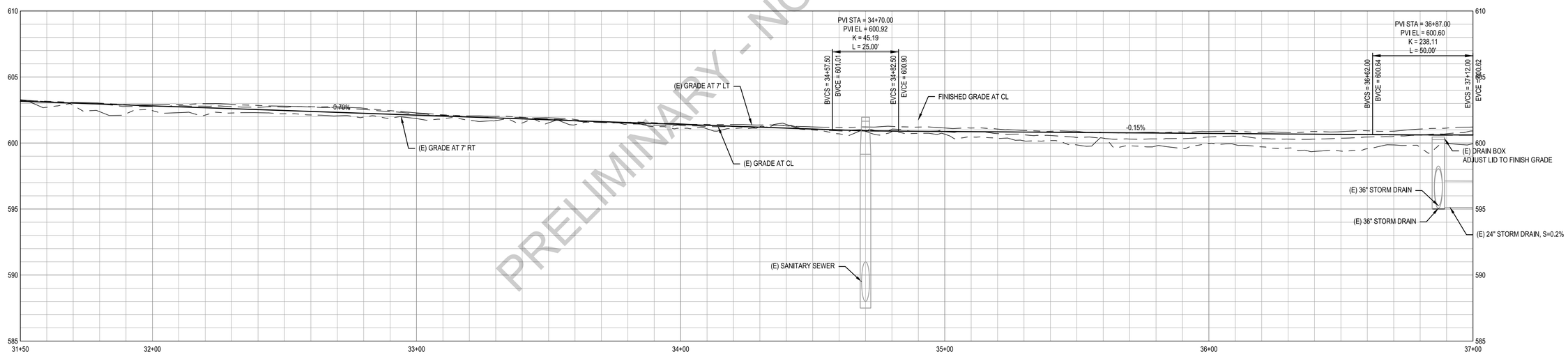
Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: TRAIL PLAN AND PROFILE STA 26+00 TO STA 31+50
Project No. 11152072
Original Size: ANSI D
Sheet No. C106
Sheet 14 of 40

Plot Date: 26 April 2019 - 3:12 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C101-C108_TRAIL PLAN AND PROFILES.dwg



1 TRAIL PLAN STA 31+50 TO STA 37+00



2 TRAIL PROFILE STA 31+50 TO STA 37+00

0 20' 40' HORIZONTAL
0 4' 8' VERTICAL

PRELIMINARY - NOT FOR BIDDING

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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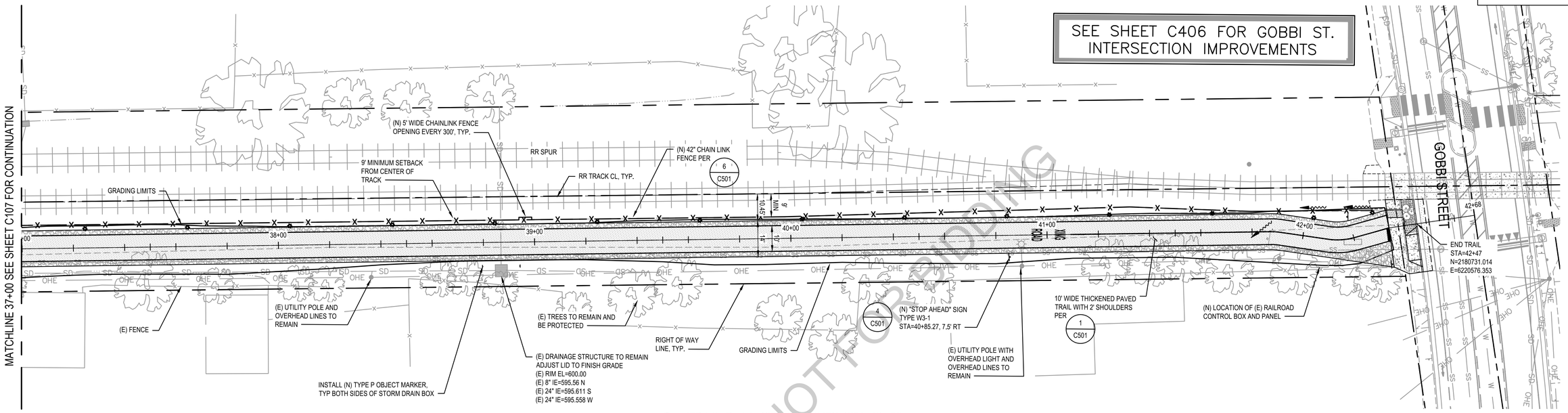
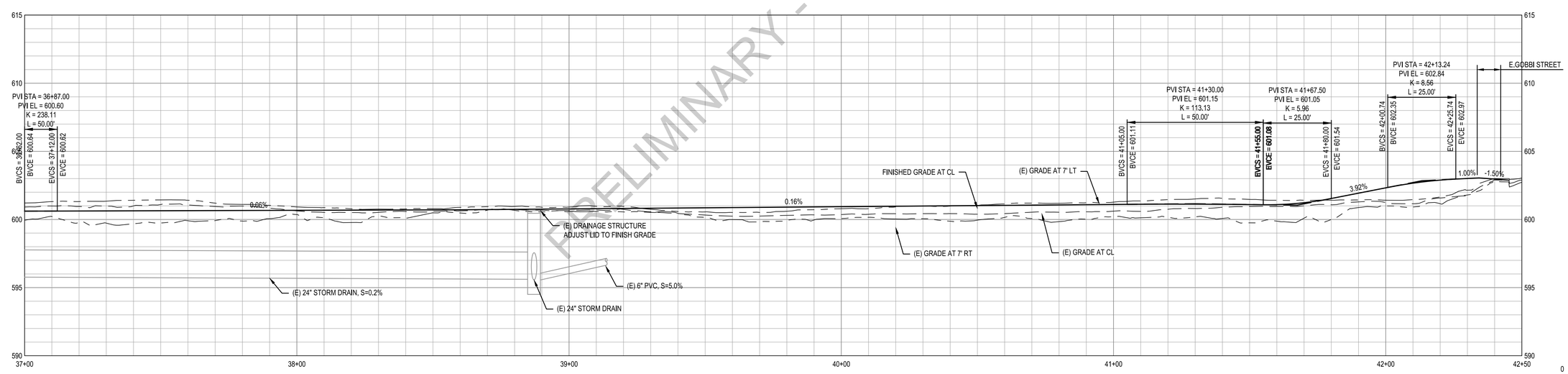
Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title TRAIL PLAN AND PROFILE STA 31+50 TO STA 37+00
Project No. 11152072
Original Size ANSI D
Sheet No. C107
Sheet 15 of 40

Plot Date: 26 April 2019 - 3:12 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C101-C108_TRAIL PLAN AND PROFILES.dwg



1 TRAIL PLAN STA 37+00 TO STA 42+50



2 TRAIL PROFILE STA 37+00 TO STA 42+50

0 20' 40' HORIZONTAL
0 4' 8' VERTICAL

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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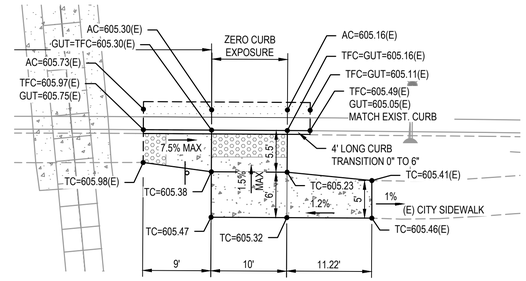
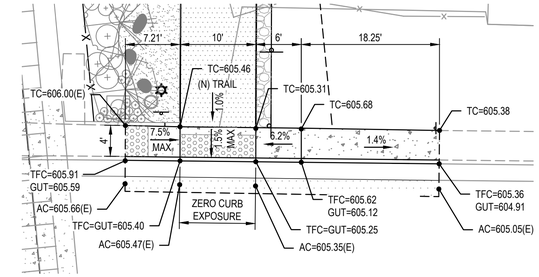
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title TRAIL PLAN AND PROFILE
STA 37+00 TO 42+47
Project No. 11152072
Original Size ANSI D
Sheet No. C108
Sheet 16 of 40

Plot Date: 26 April 2019 - 3:12 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C101-C108_TRAIL PLAN AND PROFILES.dwg



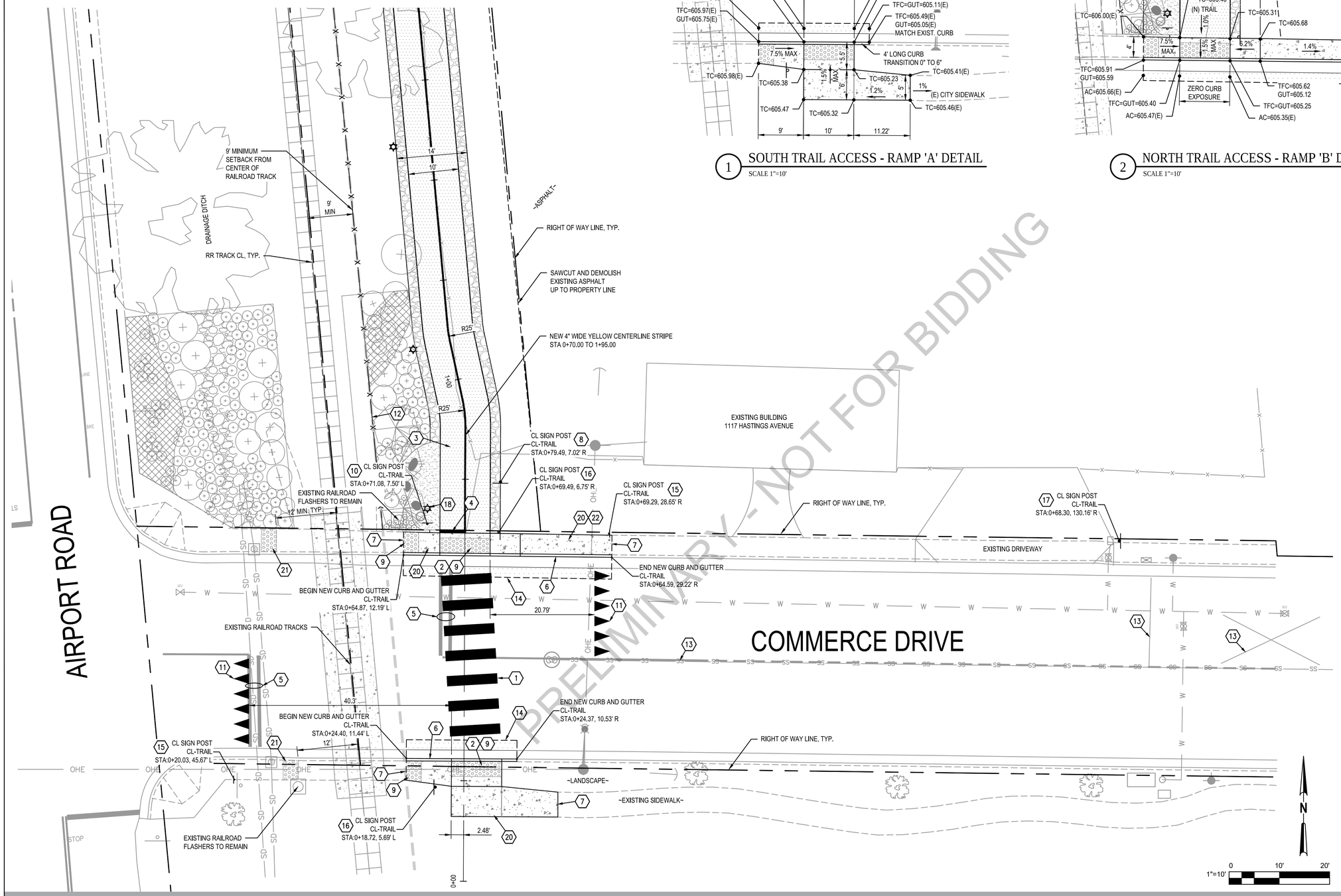
1 SOUTH TRAIL ACCESS - RAMP 'A' DETAIL

SCALE 1"=10'



2 NORTH TRAIL ACCESS - RAMP 'B' DETAIL

SCALE 1"=10'



PRELIMINARY - NOT FOR BIDDING

KEYNOTES

1. (N) 24" WIDE x 10' LONG "CONTINENTAL STYLE" CROSSWALK PER REVISED CALTRANS STANDARD PLAN A24F (STRIPED TO AVOID WHEELPATH, LAYOUT TO BE APPROVED BY THE ENGINEER).
2. (N) ACCESSIBLE ACCESS AT STREET SIMILAR TO CASE 'C' CONC ADA CURB RAMP WITHOUT RETAINING CURB 10' WIDE OPENING W/ 10' WIDE x 3' DEEP DETECTABLE WARNING PER CALTRANS STANDARD DRAWING A88A. SEE DETAIL 1 AND 2 ON THIS SHEET. CONCRETE SHALL BE 6" THICK.
3. (N) AC TRAIL SECTION PER DETAIL 2 ON SHEET C501.
4. (N) LIMIT LINE PER CALTRANS STANDARD PLAN A24E.
5. SAND BLAST AND REMOVE EXISTING STRIPING.
6. (N) TYPE A2-6 CURB & GUTTER PER CALTRANS STANDARD DRAWING A87A. (MATCH EXISTING)
7. MATCH (E) SIDEWALK
8. (N) "NO MOTOR VEHICLES" SIGN TYPE R5-3.
9. (N) DETECTABLE WARNING PER CALTRANS STANDARD DRAWING A88A.
10. (N) "STOP" SIGN TYPE R1-1.
11. (N) YIELD LINE "SHARKS TOOTH" PER CALTRANS STANDARD PLAN A24E.
12. (N) 42" CHAIN LINK FENCE PER DETAIL 6 ON SHEET C501.
13. (E) STRIPING TO REMAIN AND BE PROTECTED.
14. SAWCUT LINE. MATCH NEW PAVEMENT TO EXISTING. SEE DETAIL 2 ON SHEET C501.
15. (N) "YIELD HERE TO PEDESTRIANS" SIGN TYPE R1-5A AND (N) "DO NOT STOP ON TRACKS" SIGN TYPE R8-8.
16. (N) "BICYCLE & PED CROSSING" SIGN TYPE W11-15 W/ "TRAIL XING" SIGN TYPE W11-15P UNDERNEATH (FYG COLOR).
17. (N) BICYCLE & PED CROSSING" SIGN TYPE W11-15 WITH "100 FEET" SIGN W16-2aP UNDERNEATH (FYG COLOR).
18. (N) TRAIL LIGHTING. SEE TRAIL LIGHTING PLAN AND PROJECT SPECIFICATIONS FOR MORE DETAILS.
19. NOT USED.
20. (N) CONCRETE SIDEWALK PER CITY OF UKIAH STANDARD DRAWING. SEE DETAIL 101 AND 102 ON SHEET C502.
21. INSTALL 3' WIDE SCREW DOWN TRUNCATED DOMES DETECTIBLE WARNING SYSTEM, YELLOW IN COLOR. PLACE ON EXISTING CONCRETE SURFACE, MATCH THE WIDTH OF THE EXISTING SIDEWALK.
22. DEMOLISH AND REMOVE EXISTING CONCRETE DRIVEWAY AND INSTALL NEW SIDEWALK, CURB & GUTTER FULL LENGTH OF EXISTING DRIVEWAY.

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title COMMERCE DRIVE INTERSECTION IMPROVEMENT PLAN
Project No. 11152072
Original Size ANSI D
Sheet No. C401
Sheet 17 of 40

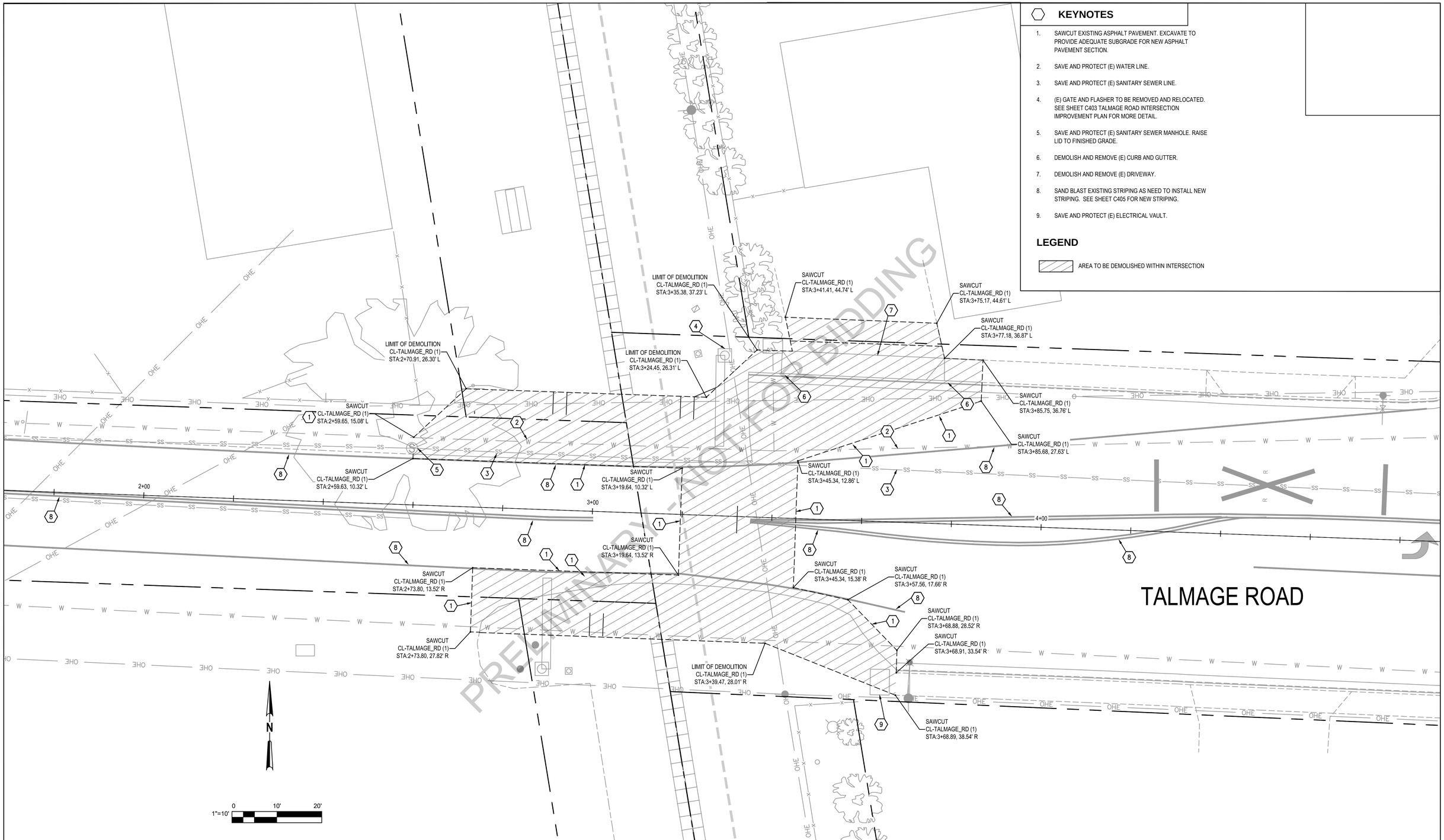
Plot Date: 26 April 2019 - 3:13 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C401_COMMERCE DR.dwg

KEYNOTES

1. SAWCUT EXISTING ASPHALT PAVEMENT. EXCAVATE TO PROVIDE ADEQUATE SUBGRADE FOR NEW ASPHALT PAVEMENT SECTION.
2. SAVE AND PROTECT (E) WATER LINE.
3. SAVE AND PROTECT (E) SANITARY SEWER LINE.
4. (E) GATE AND FLASHER TO BE REMOVED AND RELOCATED. SEE SHEET C403 TALMAGE ROAD INTERSECTION IMPROVEMENT PLAN FOR MORE DETAIL.
5. SAVE AND PROTECT (E) SANITARY SEWER MANHOLE. RAISE LID TO FINISHED GRADE.
6. DEMOLISH AND REMOVE (E) CURB AND GUTTER.
7. DEMOLISH AND REMOVE (E) DRIVEWAY.
8. SAND BLAST EXISTING STRIPING AS NEED TO INSTALL NEW STRIPING. SEE SHEET C405 FOR NEW STRIPING.
9. SAVE AND PROTECT (E) ELECTRICAL VAULT.

LEGEND

AREA TO BE DEMOLISHED WITHIN INTERSECTION



No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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Project Manager	PRT	Date	12/5/2018
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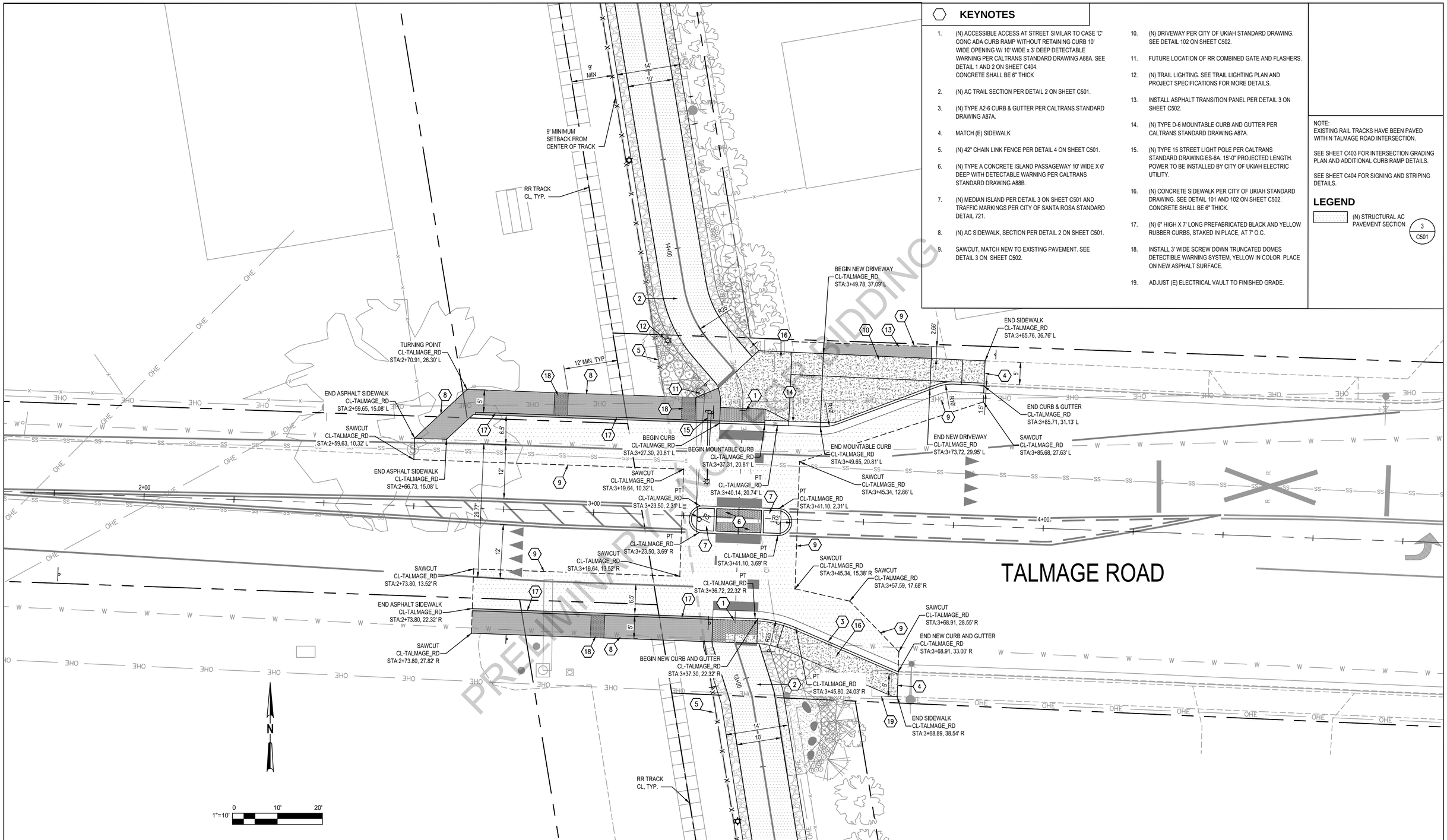
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: TALMAGE ROAD DEMOLITION PLAN
Project No. 11152072
Original Size: ANSI D
Sheet No. C402
Sheet 18 of 40

Plot Date: 26 April 2019 - 3:13 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C402_TALMAGE ROAD_DEMO PLAN.dwg



PRELIMINARY NOT FOR BIDDING

KEYNOTES

1. (N) ACCESSIBLE ACCESS AT STREET SIMILAR TO CASE 'C' CONC ADA CURB RAMP WITHOUT RETAINING CURB 10' WIDE OPENING W/ 10' WIDE x 3' DEEP DETECTABLE WARNING PER CALTRANS STANDARD DRAWING A88A. SEE DETAIL 1 AND 2 ON SHEET C404. CONCRETE SHALL BE 6" THICK
2. (N) AC TRAIL SECTION PER DETAIL 2 ON SHEET C501.
3. (N) TYPE A2-6 CURB & GUTTER PER CALTRANS STANDARD DRAWING A87A.
4. MATCH (E) SIDEWALK
5. (N) 42" CHAIN LINK FENCE PER DETAIL 4 ON SHEET C501.
6. (N) TYPE A CONCRETE ISLAND PASSAGEWAY 10' WIDE X 6' DEEP WITH DETECTABLE WARNING PER CALTRANS STANDARD DRAWING A88B.
7. (N) MEDIAN ISLAND PER DETAIL 3 ON SHEET C501 AND TRAFFIC MARKINGS PER CITY OF SANTA ROSA STANDARD DETAIL 721.
8. (N) AC SIDEWALK, SECTION PER DETAIL 2 ON SHEET C501.
9. SAWCUT, MATCH NEW TO EXISTING PAVEMENT. SEE DETAIL 3 ON SHEET C502.
10. (N) DRIVEWAY PER CITY OF UKIAH STANDARD DRAWING. SEE DETAIL 102 ON SHEET C502.
11. FUTURE LOCATION OF RR COMBINED GATE AND FLASHERS.
12. (N) TRAIL LIGHTING. SEE TRAIL LIGHTING PLAN AND PROJECT SPECIFICATIONS FOR MORE DETAILS.
13. INSTALL ASPHALT TRANSITION PANEL PER DETAIL 3 ON SHEET C502.
14. (N) TYPE D-6 MOUNTABLE CURB AND GUTTER PER CALTRANS STANDARD DRAWING A87A.
15. (N) TYPE 15 STREET LIGHT POLE PER CALTRANS STANDARD DRAWING ES-6A. 15'-0" PROJECTED LENGTH. POWER TO BE INSTALLED BY CITY OF UKIAH ELECTRIC UTILITY.
16. (N) CONCRETE SIDEWALK PER CITY OF UKIAH STANDARD DRAWING. SEE DETAIL 101 AND 102 ON SHEET C502. CONCRETE SHALL BE 6" THICK.
17. (N) 6" HIGH X 7' LONG PREFABRICATED BLACK AND YELLOW RUBBER CURBS, STAKED IN PLACE, AT 7' O.C.
18. INSTALL 3' WIDE SCREW DOWN TRUNCATED DOMES DETECTIBLE WARNING SYSTEM, YELLOW IN COLOR. PLACE ON NEW ASPHALT SURFACE.
19. ADJUST (E) ELECTRICAL VAULT TO FINISHED GRADE.

NOTE:
EXISTING RAIL TRACKS HAVE BEEN PAVED WITHIN TALMAGE ROAD INTERSECTION.

SEE SHEET C403 FOR INTERSECTION GRADING PLAN AND ADDITIONAL CURB RAMP DETAILS.

SEE SHEET C404 FOR SIGNING AND STRIPING DETAILS.

LEGEND

(N) STRUCTURAL AC PAVEMENT SECTION — 3 / C501

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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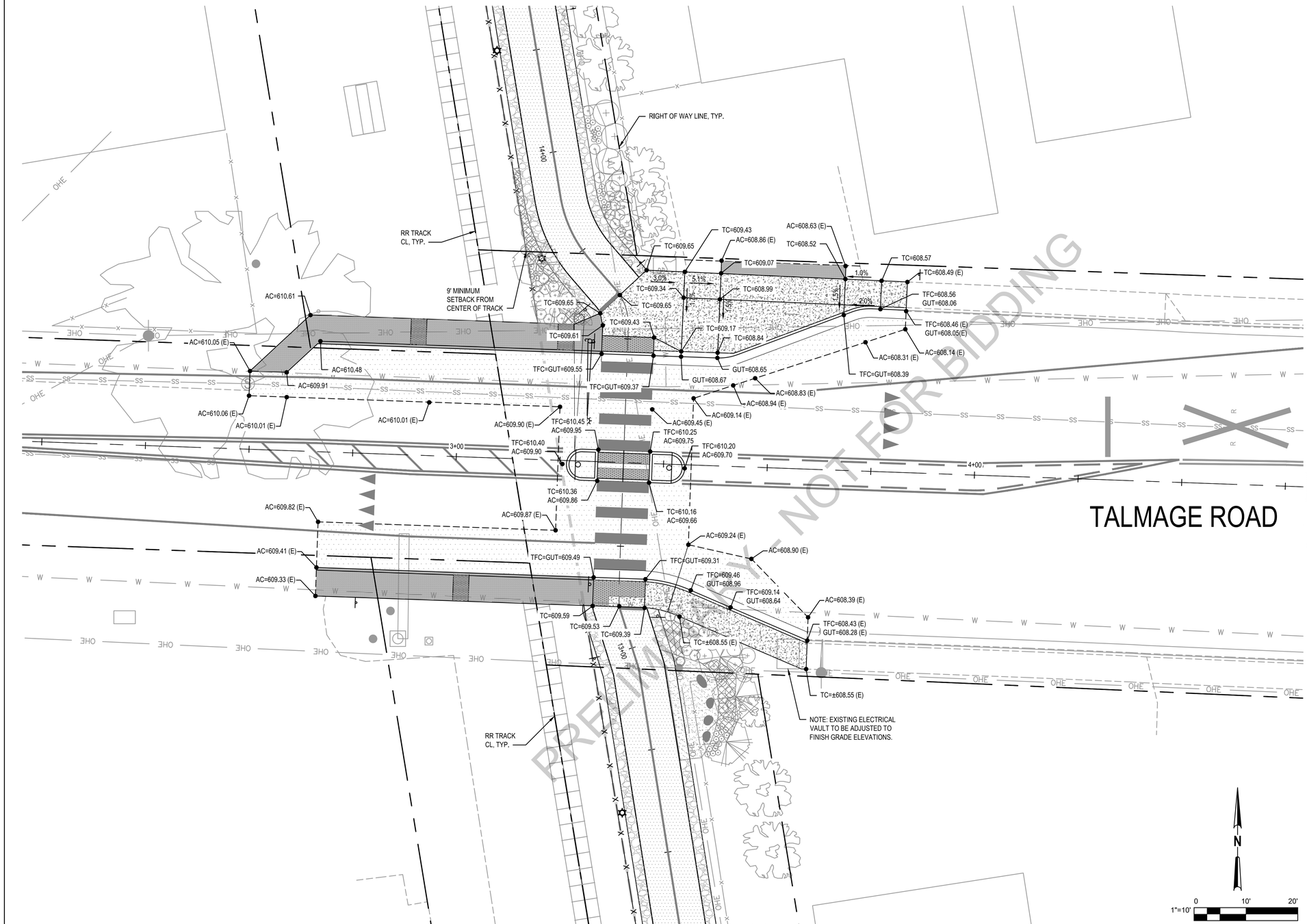
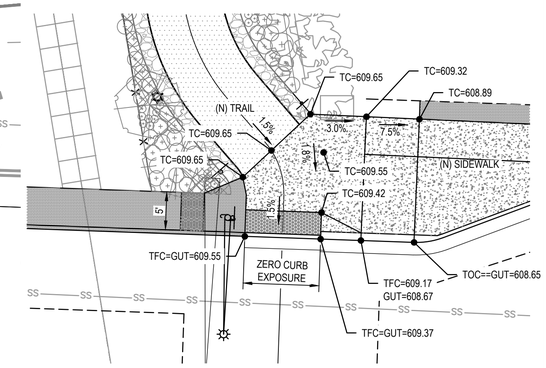
Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: TALMAGE ROAD INTERSECTION IMPROVEMENT PLAN
Project No. 11152072
Original Size: ANSI D
Sheet No. C403
Sheet 19 of 40

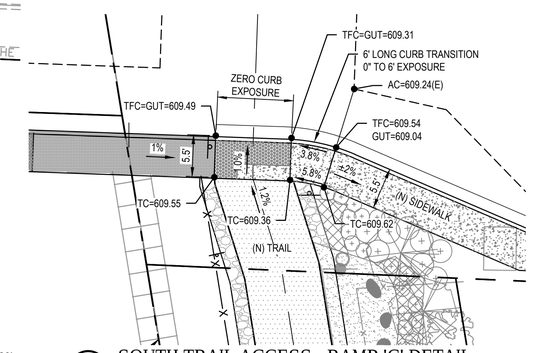
Plot Date: 26 April 2019 - 3:14 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C403_TALMAGE ROAD.dwg





2 NORTH TRAIL ACCESS - RAMP 'D' DETAIL

SCALE 1"=10'



1 SOUTH TRAIL ACCESS - RAMP 'C' DETAIL

SCALE 1"=10'

N

1"=10' 0 10' 20'

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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Project Manager	PRT	Date	12/5/2018
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Client: CITY OF UKIAH

Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2

Title: TALMAGE ROAD INTERSECTION GRADING PLAN

Project No. 11152072

Original Size: ANSI D

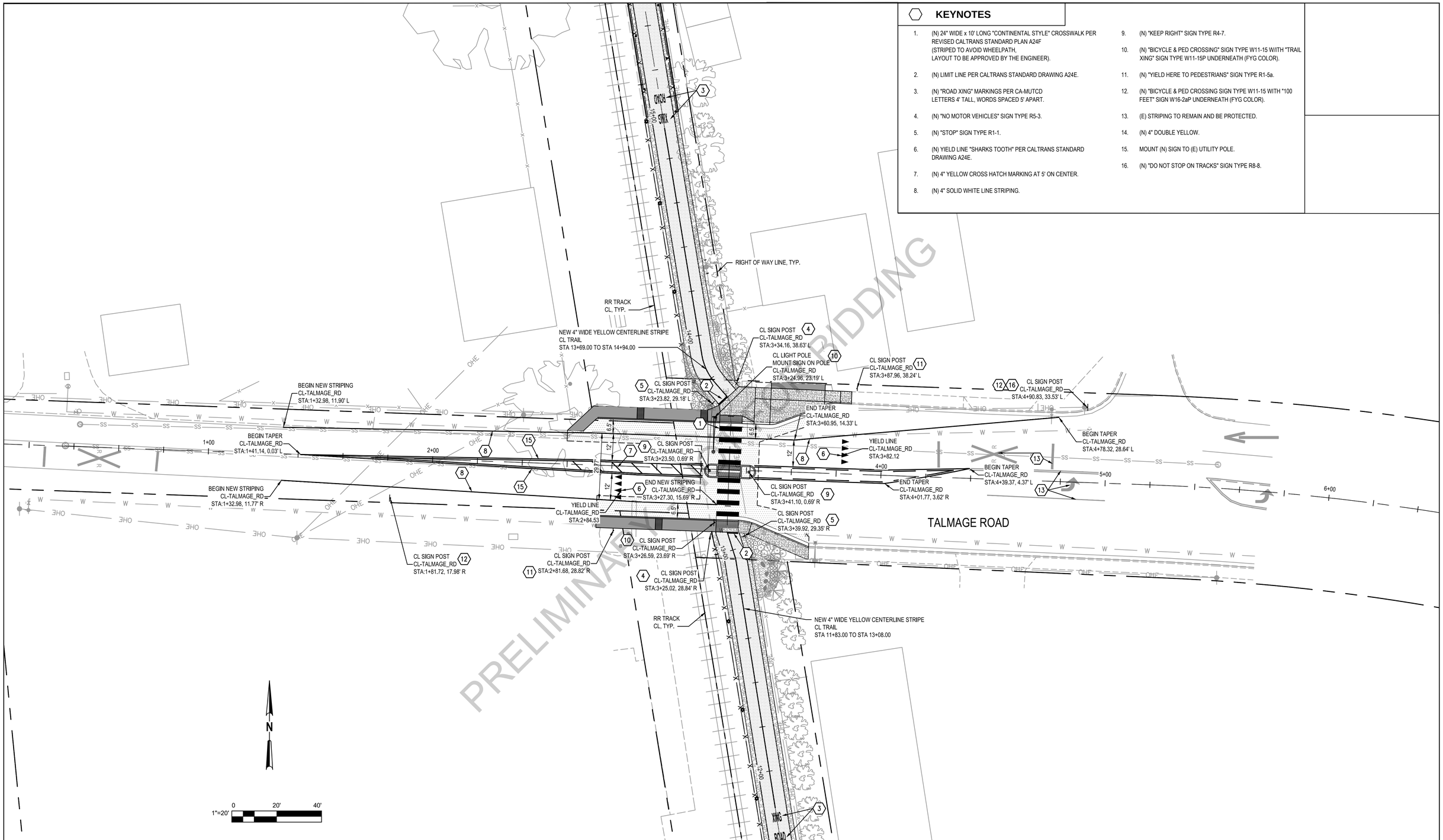
Sheet No. C404

Sheet 20 of 40

Plot Date: 26 April 2019 - 3:14 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C404_TALMAGE ROAD_GRADING.dwg

KEYNOTES

1. (N) 24" WIDE x 10' LONG "CONTINENTAL STYLE" CROSSWALK PER REVISED CALTRANS STANDARD PLAN A24F (STRIPED TO AVOID WHEELPATH, LAYOUT TO BE APPROVED BY THE ENGINEER).
2. (N) LIMIT LINE PER CALTRANS STANDARD DRAWING A24E.
3. (N) "ROAD XING" MARKINGS PER CA-MUTCD LETTERS 4' TALL, WORDS SPACED 5' APART.
4. (N) "NO MOTOR VEHICLES" SIGN TYPE R5-3.
5. (N) "STOP" SIGN TYPE R1-1.
6. (N) YIELD LINE "SHARKS TOOTH" PER CALTRANS STANDARD DRAWING A24E.
7. (N) 4" YELLOW CROSS HATCH MARKING AT 5' ON CENTER.
8. (N) 4" SOLID WHITE LINE STRIPING.
9. (N) "KEEP RIGHT" SIGN TYPE R4-7.
10. (N) "BICYCLE & PED CROSSING" SIGN TYPE W11-15 W/ITH "TRAIL XING" SIGN TYPE W11-15P UNDERNEATH (FYG COLOR).
11. (N) "YIELD HERE TO PEDESTRIANS" SIGN TYPE R1-5a.
12. (N) "BICYCLE & PED CROSSING SIGN TYPE W11-15 WITH "100 FEET" SIGN W16-2aP UNDERNEATH (FYG COLOR).
13. (E) STRIPING TO REMAIN AND BE PROTECTED.
14. (N) 4" DOUBLE YELLOW.
15. MOUNT (N) SIGN TO (E) UTILITY POLE.
16. (N) "DO NOT STOP ON TRACKS" SIGN TYPE R8-8.



No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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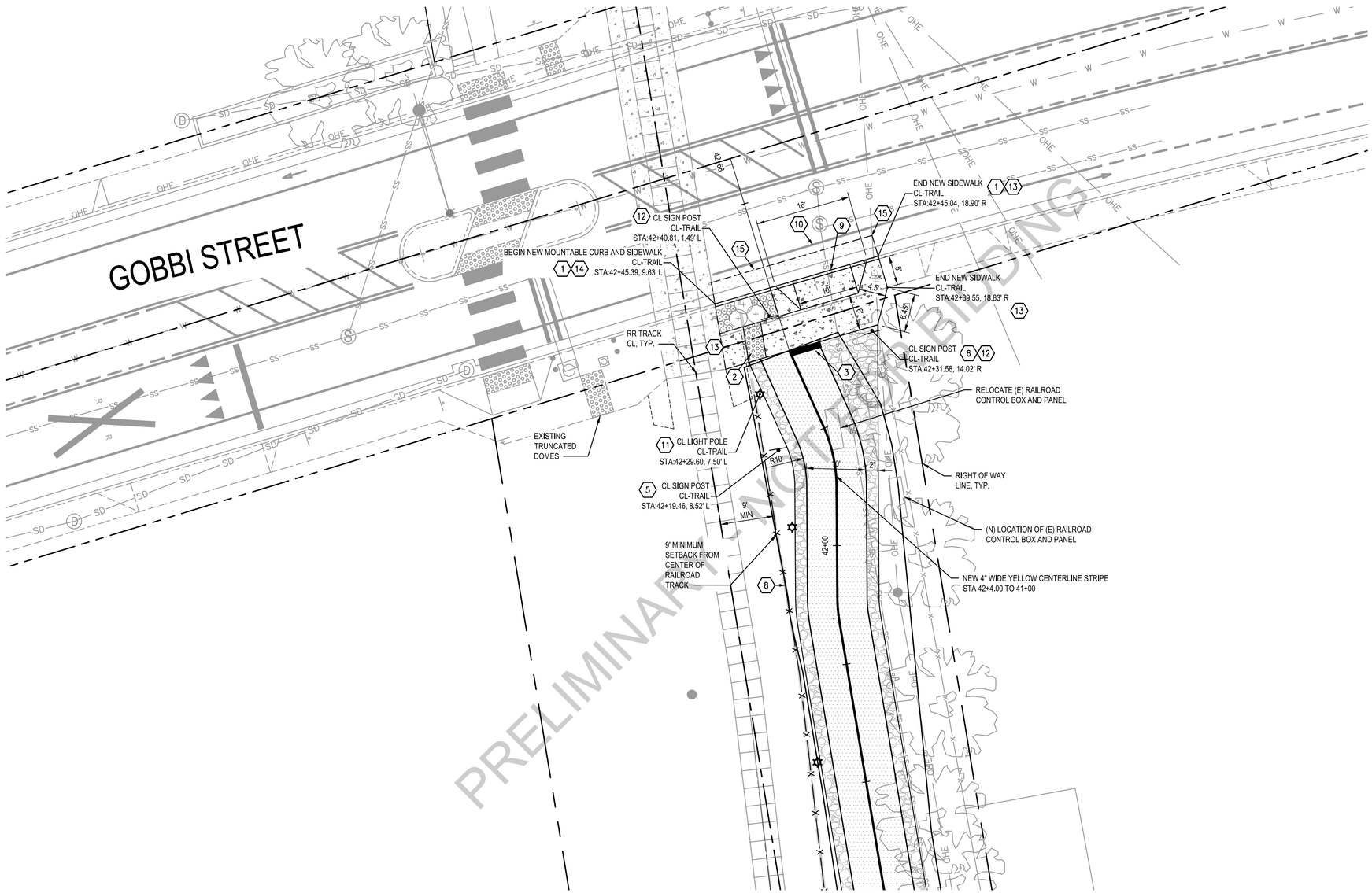
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: TALMAGE ROAD SIGNING AND STRIPING PLAN
Project No. 11152072
Original Size: ANSI D
Sheet No. C405
Sheet 21 of 40

Plot Date: 26 April 2019 - 3:15 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C405_TALMAGE ROAD SIGNING AND STRIPING PLAN.dwg



KEYNOTES

1. (N) CONCRETE SIDEWALK PER CITY OF UKIAH STANDARD DRAWING. SEE DETAIL 101 AND 102 ON SHEET C502.
2. (N) 3' DETECTABLE WARNING PER CALTRANS STANDARD DRAWING A88A.
3. (N) LIMIT LINE PER CALTRANS STANDARD PLAN A24E.
4. NOT USED.
5. (N) "NO MOTOR VEHICLES" SIGN TYPE R5-3.
6. (N) "STOP" SIGN TYPE R1-1.
7. (N) AC TRAIL SECTION PER DETAIL 2 ON SHEET C501.
8. (N) 42" CHAIN LINK FENCE PER DETAIL 4 ON SHEET C501.
9. (N) 16' WIDE DRIVEWAY PER CITY OF UKIAH STANDARD DETAIL 102. SEE DETAIL 102 ON SHEET C502.
10. (E) STRIPING TO REMAIN AND BE PROTECTED.
11. (N) TRAIL LIGHTING. SEE TRAIL LIGHTING PLANS AND PROJECT SPECIFICATIONS FOR MORE DETAILS.
12. (N) "USE CROSSWALK" SIGN TYPE R9-3bP.
13. MATCH (E) SIDEWALK.
14. (N) TYPE D-6 MOUNTABLE CURB PER CALTRANS STANDARD DRAWING A87A.
15. SAWCUT ASPHALT 2' FROM (E) GUTTER PAN. REPLACE WITH (N) AC STRUCTURAL PAVEMENT.

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
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0	DSA SUBMITTAL	BHA	PRT	12/12/18

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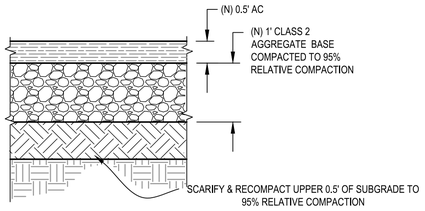
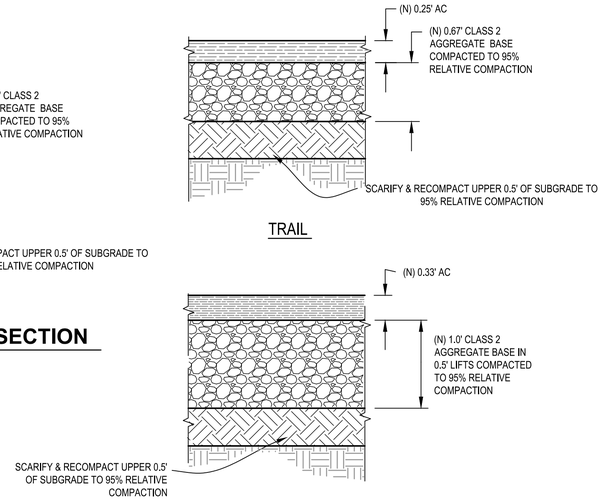
Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title E. GOBBI STREET
INTERSECTION IMPROVEMENT PLAN
Project No. 11152072
Original Size ANSI D
Sheet No. C406
Sheet 17 of 40

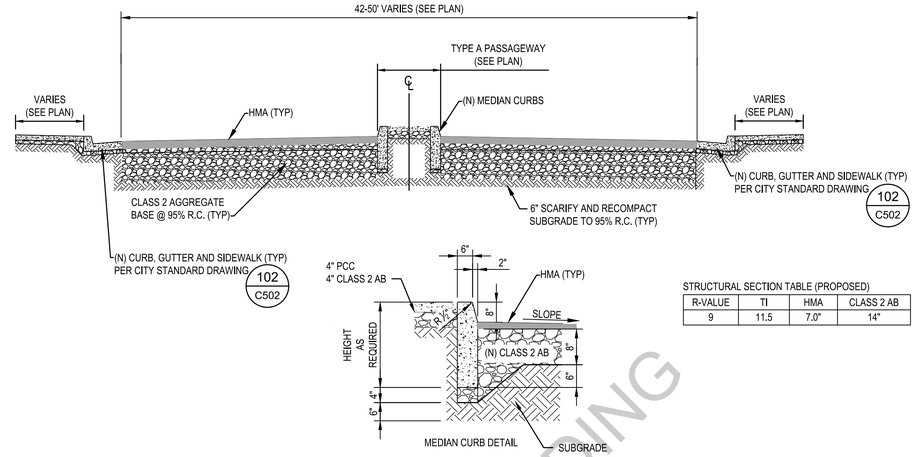
Plot Date: 26 April 2019 - 3:15 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C406_GOBBI STREET.dwg



1 C501 **THICKENED TRAIL SECTION**
SCALE: NTS



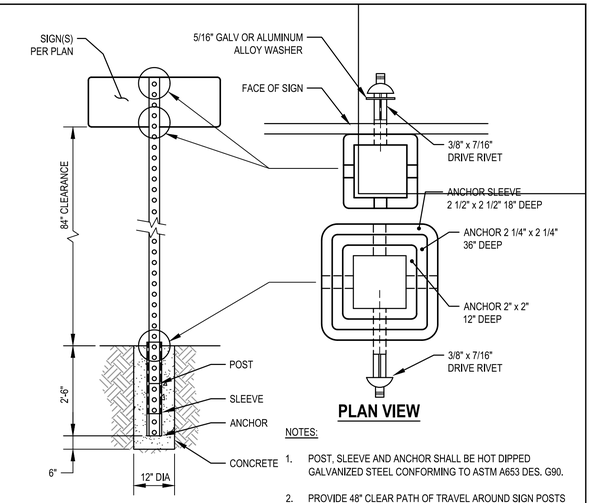
2 C501 **TYPICAL PAVEMENT STRUCTURAL SECTION**
SCALE: NTS



STRUCTURAL SECTION TABLE (PROPOSED)

R-VALUE	TI	HMA	CLASS 2 AB
9	11.5	7.0"	14"

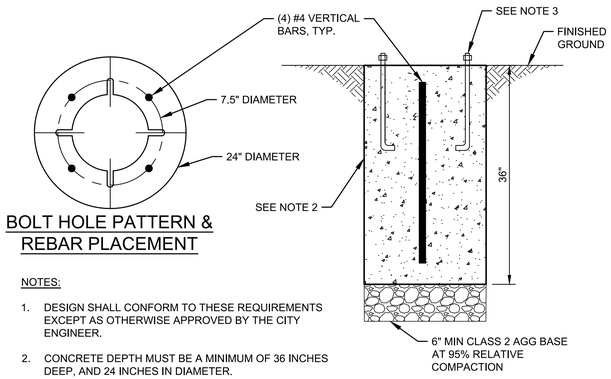
3 C501 **TYPICAL PAVEMENT STRUCTURAL SECTION - TALMAGE ROAD**
SCALE: NTS



NOTES:

1. POST, SLEEVE AND ANCHOR SHALL BE HOT DIPPED GALVANIZED STEEL CONFORMING TO ASTM A653 DES. G90.
2. PROVIDE 48" CLEAR PATH OF TRAVEL AROUND SIGN POSTS WITH LOCATED IN SIDEWALKS, DRIVEWAYS, OR CURB RAMPS.
3. SIGN PANELS SHALL NOT ENCROACH PAST CURB FACE.

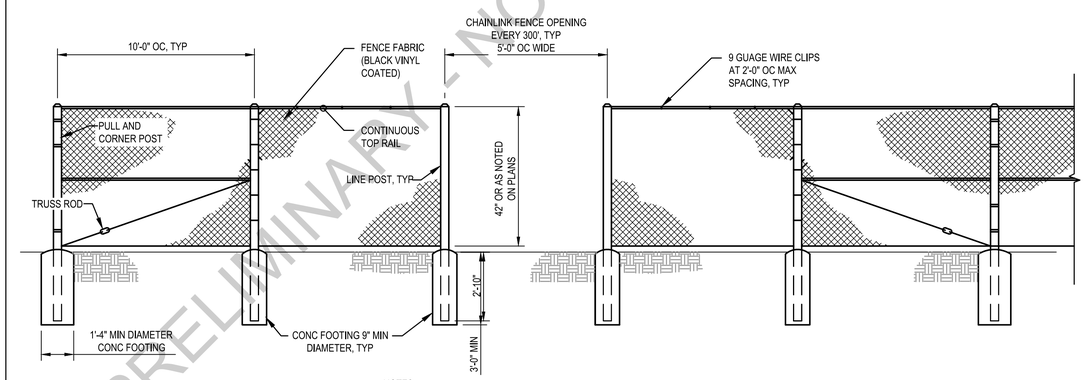
4 C501 **TYPICAL ROADSIDE SIGN, 1-POST DETAIL**
SCALE: NTS



NOTES:

1. DESIGN SHALL CONFORM TO THESE REQUIREMENTS EXCEPT AS OTHERWISE APPROVED BY THE CITY ENGINEER.
2. CONCRETE DEPTH MUST BE A MINIMUM OF 36 INCHES DEEP, AND 24 INCHES IN DIAMETER.
3. 4 EACH - 3/4" DIA X 17" LONG x 3" HOOK STEEL GALVANIZED ANCHOR BOLTS.

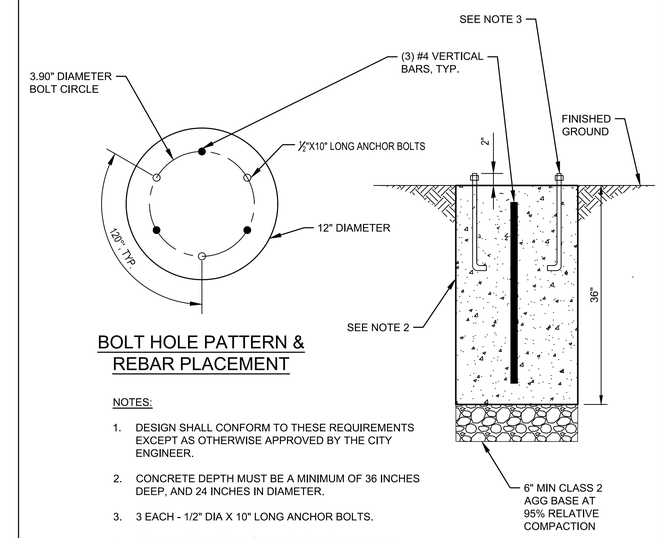
5 C501 **TYPICAL LIGHT POLE FOUNDATION**
SCALE: NTS



NOTES:

1. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. PROVIDE FENCE OPENINGS PER THE SPACING LISTED ABOVE.

6 C501 **CHAIN LINK FENCE DETAIL**
SCALE: NTS



NOTES:

1. DESIGN SHALL CONFORM TO THESE REQUIREMENTS EXCEPT AS OTHERWISE APPROVED BY THE CITY ENGINEER.
2. CONCRETE DEPTH MUST BE A MINIMUM OF 36 INCHES DEEP, AND 24 INCHES IN DIAMETER.
3. 3 EACH - 1/2" DIA X 10" LONG ANCHOR BOLTS.
4. CONTRACTOR TO VERIFY ANCHOR BOLT PATTERN MATCHES LIGHT POLE BASE BOLT HOLE PATTERN PRIOR TO INSTALLATION.

7 C501 **SOLAR LED LIGHT BOLLARD FOUNDATION**
SCALE: NTS

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No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
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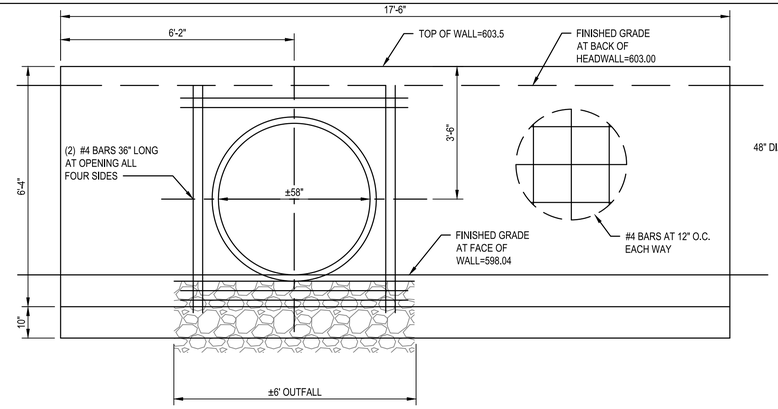
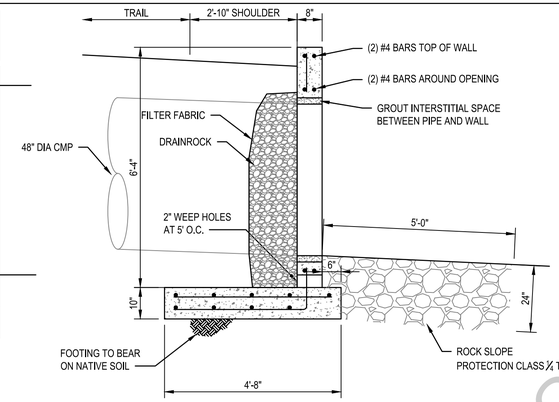
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: CONSTRUCTION DETAILS 1 OF 2
Project No. 11152072
Original Size: ANSI D
Sheet No. C501
Sheet 23 of 40

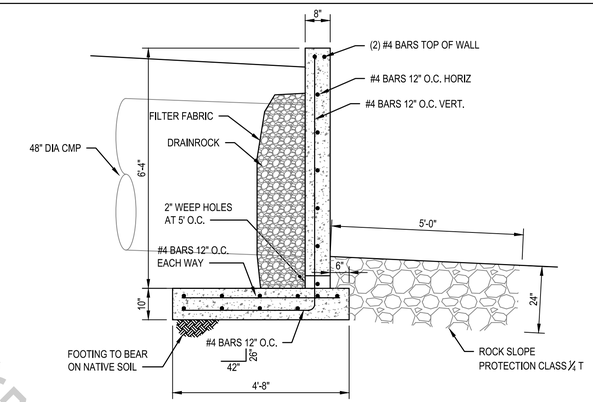
Plot Date: 26 April 2019 - 3:15 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C501-C502_CONST DETAILS.dwg



ELEVATION FACE OF HEADWALL



HEADWALL SECTION AT PIPE



TYPICAL HEADWALL SECTION

NOTES:

1. 4000 PSI CONCRETE @ 28 DAYS.
2. CONTRACTOR TO PROVIDE 3" INTERSTITIAL SPACE AROUND CMP PIPE FOR GROUT SEALING. CONTRACTOR TO VERIFY ACTUAL PIPE OUTSIDE DIAMETER PRIOR TO FORMING HEADWALL.

1 / C502 CONCRETE HEADWALL

SCALE: NTS

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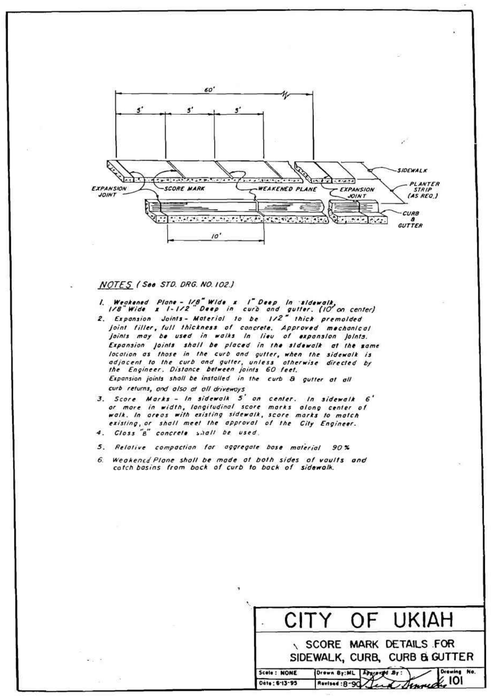
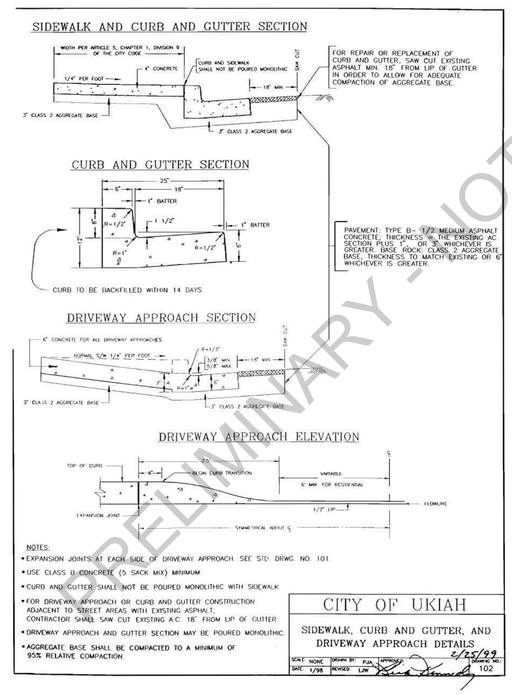


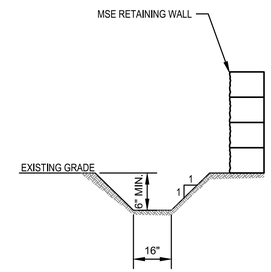
101 / C502 SCORE MARK DETAILS FOR SIDEWALK, CURB, CURB AND GUTTER

SCALE: NTS



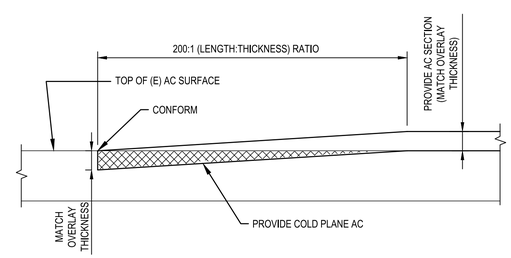
102 / C502 SIDEWALK, CURB AND GUTTER AND DRIVEWAY APPROACH DETAILS

SCALE: NTS



2 / C502 DRAINAGE CHANNEL

SCALE: NTS



3 / C502 TYPICAL PAVING CONFORM TO EXISTING PAVEMENT

SCALE: NTS

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2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
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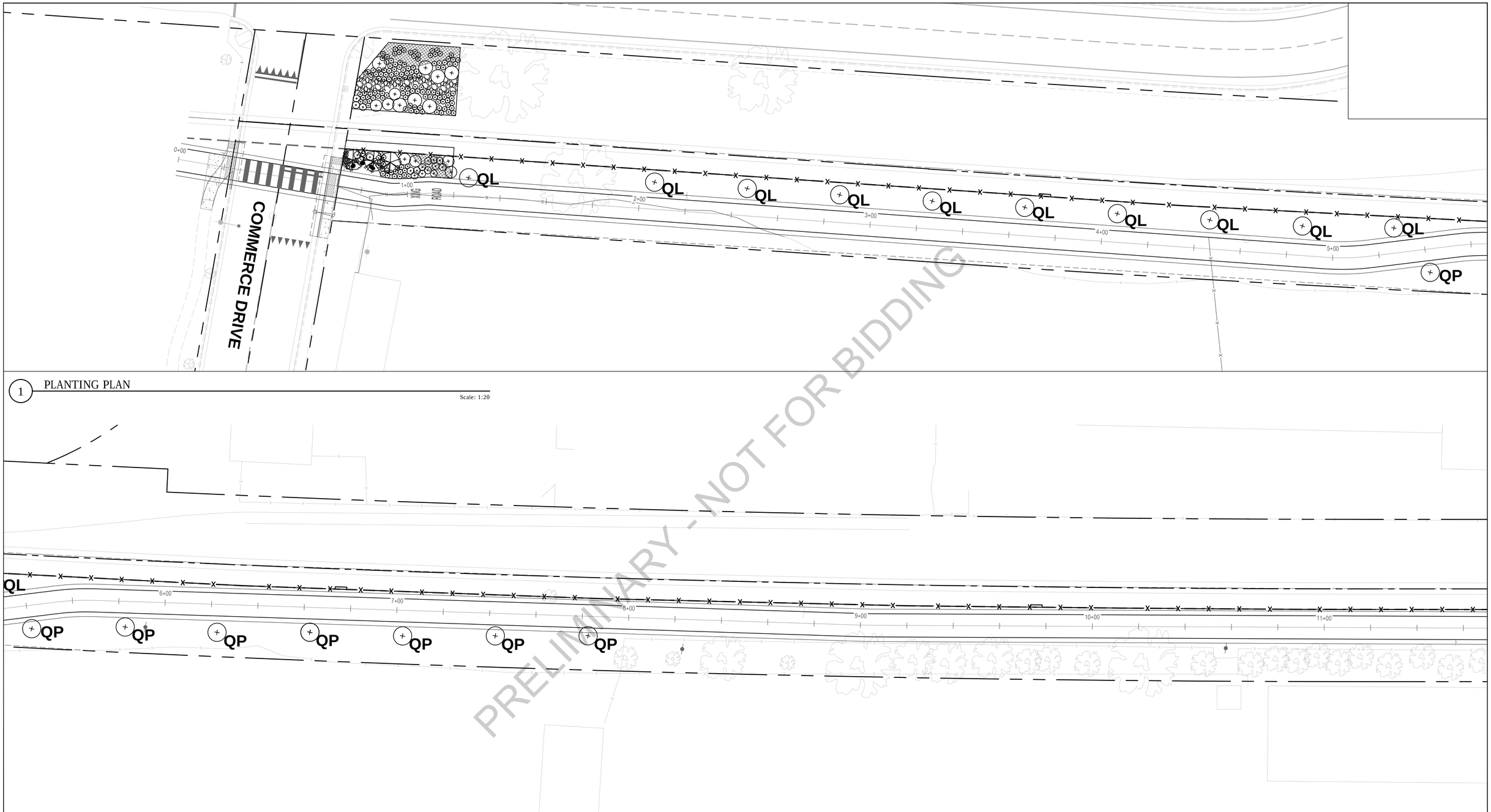
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: CONSTRUCTION DETAILS 2 OF 2
Project No. 11152072
Original Size: ANSI D
Sheet No. C502
Sheet 24 of 40

Plot Date: 26 April 2019 - 3:15 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_C501-C502_CONST DETAILS.dwg



1 PLANTING PLAN

Scale: 1:20

2 PLANTING PLAN

Scale: 1:20

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No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
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BRIAN D BURCHFIELD
11-19-20
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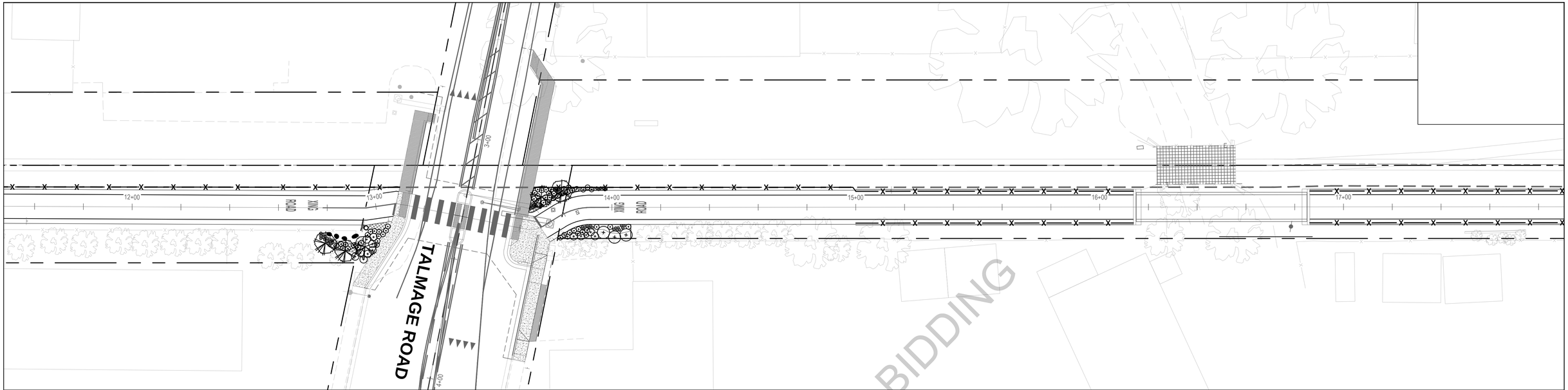
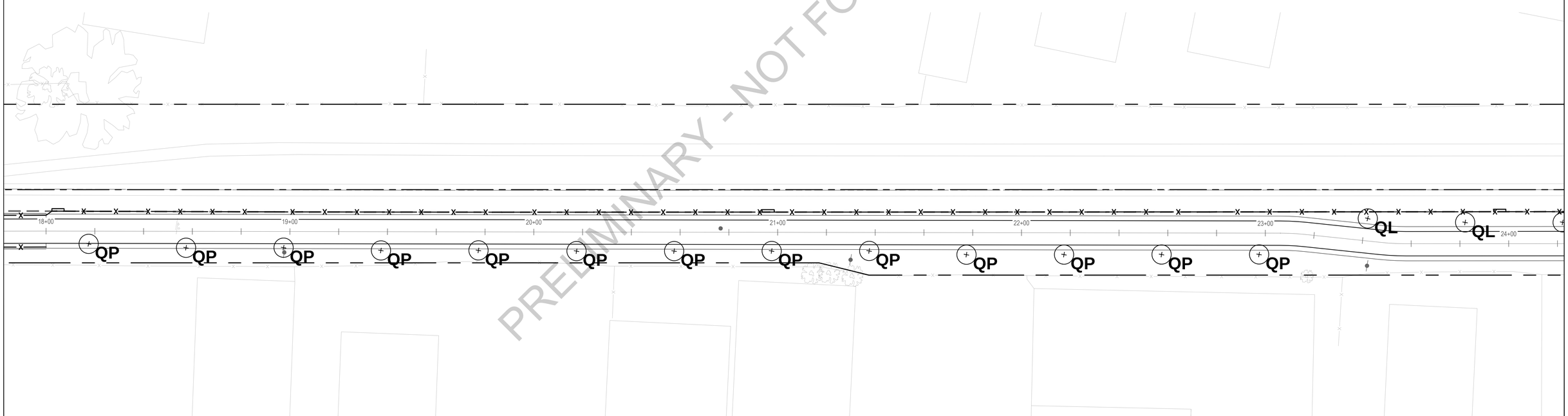
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title PLANTING PLAN
Project No. 11152072
Original Size ANSI D
Sheet No. L101
Sheet 25 of 40

Plot Date: 4 April 2019 - 1:04 PM Plotted By: Brian Burchfield Filename: P:\18-018 Ukiah RWT\CAD\18-018_P101.dwg



1 PLANTING PLAN

Scale: 1:20



2 PLANTING PLAN

Scale: 1:20

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No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
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0	DSA SUBMITTAL	BHA	PRT	12/12/18

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Project Manager	PRT	Date	12/05/2018
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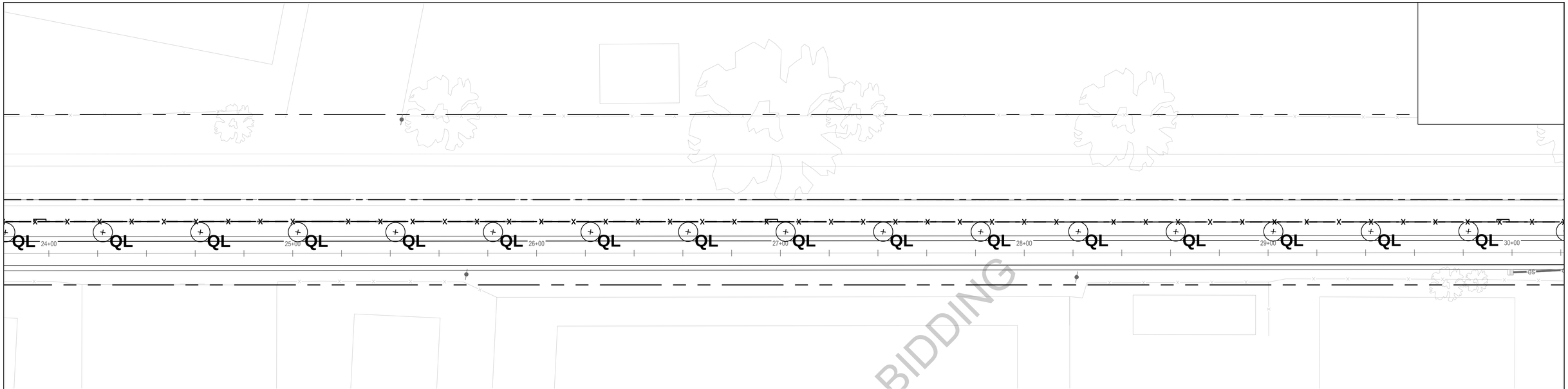
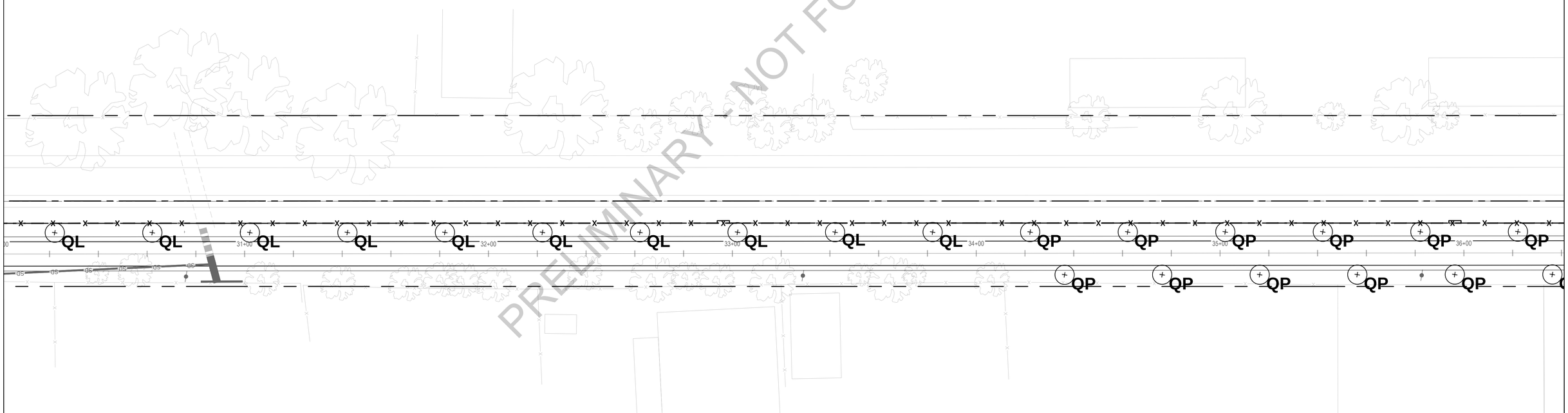
Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title PLANTING PLAN
Project No. 11152072
Original Size ANSI D
Sheet No. L102
Sheet 26 of 40

Plot Date: 4 April 2019 - 1:05 PM Plotted By: Brian Burchfield Filename: P:\18-018 Ukiah RWT\CAD\18-018_P101.dwg



1 PLANTING PLAN

Scale: 1:20



2 PLANTING PLANT

Scale: 1:20

PRELIMINARY - NOT FOR BIDDING

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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BRIAN D BURCHFIELD
11-18-20
RENEWAL DATE
STATE OF CALIFORNIA

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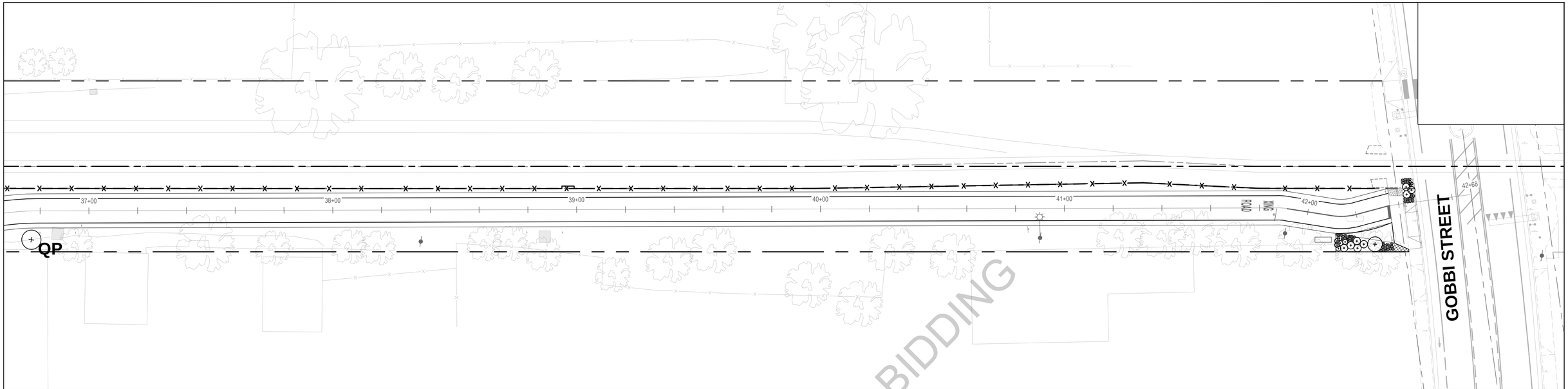
Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title PLANTING PLAN
Project No. 11152072
Original Size ANSI D
Sheet No. L103
Sheet 27 of 40

Plot Date: 4 April 2019 - 1:05 PM Plotted By: Brian Burchfield Filename: P:\18-018 Ukiah RWT\CAD\18-018_P101.dwg



1 PLANTING PLAN

Scale: 1:20

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No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
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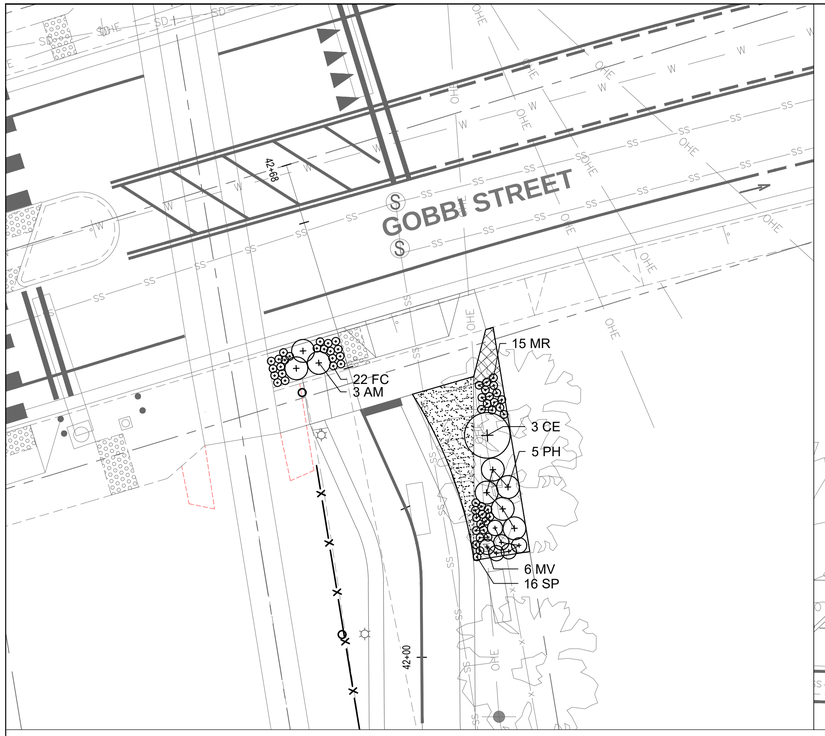
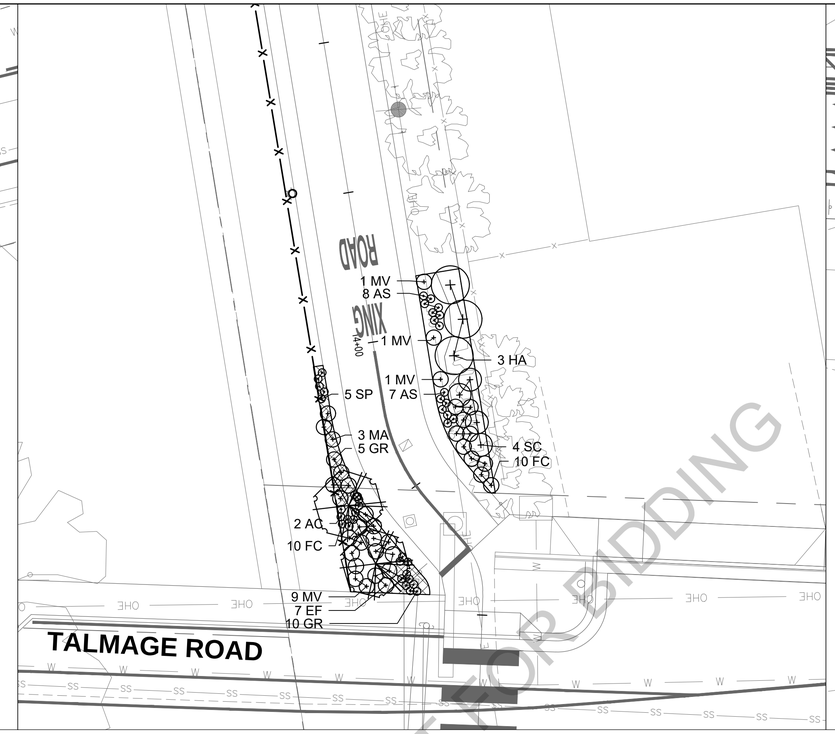
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title PLANTING PLAN
Project No. 11152072
Original Size ANSI D
Sheet No. L104
Sheet 28 of 40

Plot Date: 4 April 2019 - 1:06 PM Plotted By: Brian Burchfield Filename: P:\18-018 Ukiah RWT\CAD\18-018_P101.dwg



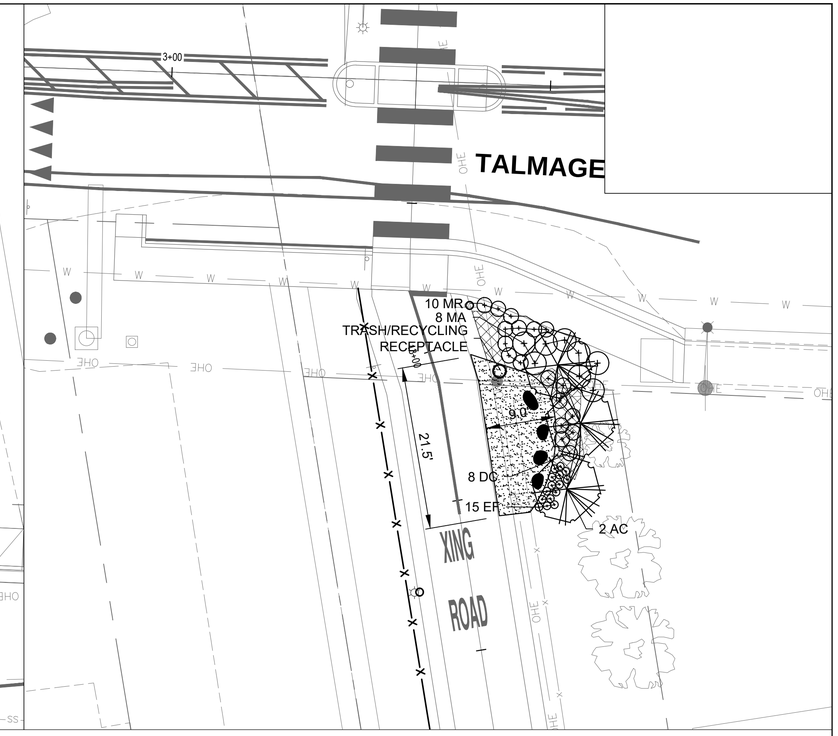
1 E GOBBI STREET ENLARGEMENT

Scale: 1:10



2 TALMAGE ROAD (NORTH) ENLARGEMENT

Scale: 1:10



3 TALMAGE ROAD (SOUTH) ENLARGEMENT

Scale: 1:10

4 COMMERCE DRIVE ENLARGEMENT

Scale: 1:10

PLANT PALETTE

	SYMBOL	SPECIES	COMMON NAME	QTY	SIZE
PERENNIALS					
	AM	Achillea millefolium	COMMON YARROW	7	1 GAL
	AS	Asclepias sp.	MILK WEED	15	1 GAL
	EF	Eriogonum fasciculatum	CALIFORNIA BUCKWHEAT	25	1 GAL
	EL	Eriophyllum lanatum	OREGON SUNSHINE	5	1 GAL
		Eschscholzia californica	CALIFORNIA POPPY	550 SF	HYDROSEED
	GR	Grindelia sp.	GUMWEED	28	1 GAL
	LU	Lupinus sp.	LUPINE	7	1 GAL
	MV	Mondardella villosa	COYOTE MINT	47	1 GAL
	MA	Mimulus aurantiacus	MONKEY FLOWER	4	1 GAL
	PH	Penstemon heterophyllus	FOOTHILL PENSTEMON	12	1 GAL
	SC	Salvia clevelandii	CLEVELAND SAGE	4	1 GAL
GRASSES					
	DC	Danthonia californica	CALIFORNIA OAT GRASS	58	1 GAL
	FC	Festuca californica	CALIFORNIA FESCUE	20	1 GAL
	MR	Muhlenbergia rigens	DEER GRASS	65	1 GAL
	SP	Stipa pulchra	PURPLE NEEDLEGRASS	37	PLUG
SHRUBS					
	AM	Arctostaphylos manzanita	COMMON MANZANITA	9	3 GAL
	CE	Ceanothus sp.	CEANOTHUS	4	3 GAL
	HA	Heteromeles arbutifolia	TOYON	10	3 GAL
TREES					
	AC	Aesculus californica	CALIFORNIA BUCKEYE	7	3 - 4" CAL
	QL	Quercus lobata (garryana)	VALLEY OAK	37	3 - 4" CAL
	QP	Quercus parvula var shrevei	SHREVE INTERIOR LIVE OAK	33	3 - 4" CAL

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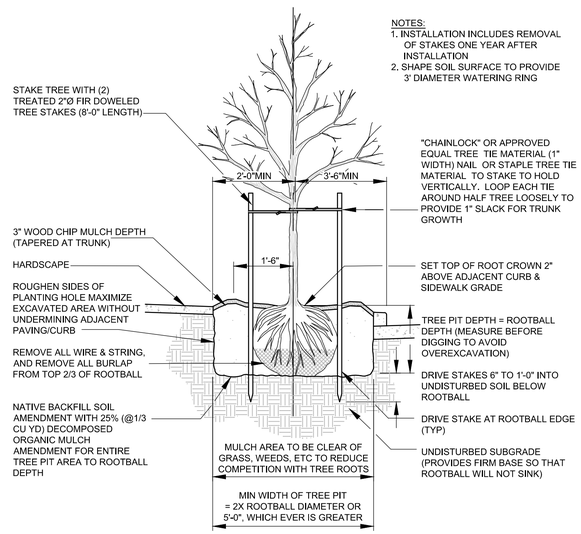
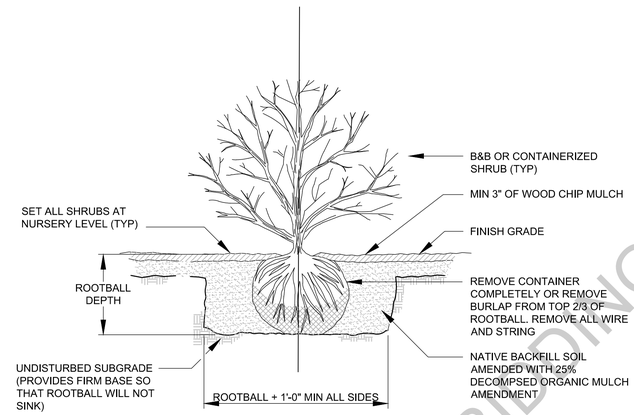
Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: PLANTING PLAN
Project No. 11152072
Original Size: ANSI D
Sheet No. L201
Sheet 29 of 40

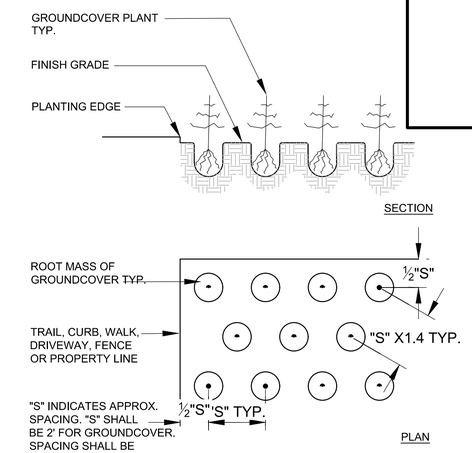
Plot Date: 4 April 2019 - 1:07 PM Plotted By: Brian Burchfield Filename: P:\18-018 Ukiah RWT\CAD\18-018_P201.dwg



1 TYPICAL TREE PLANTING

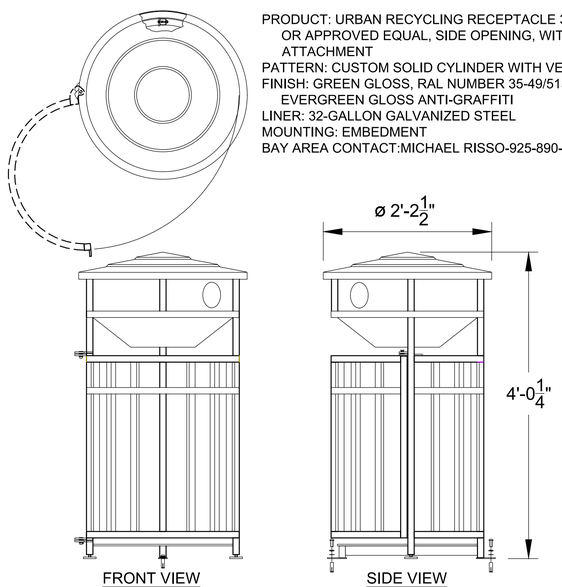


2 TYPICAL SHRUB PLANTING

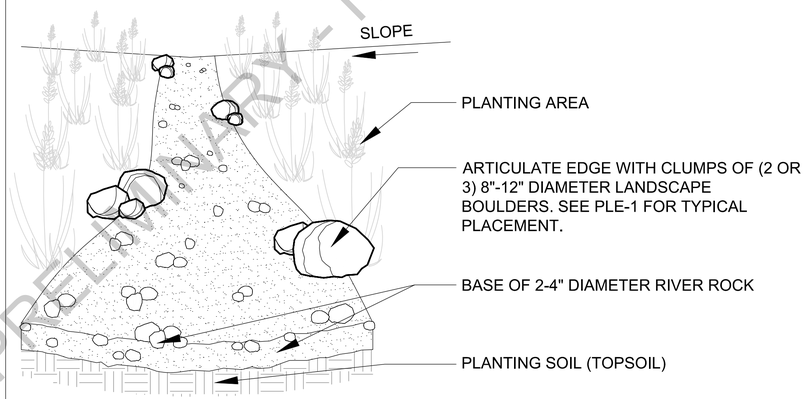


NOTE: PLANTINGS SHALL BE TAGGED FOR DORMANT SEASON IDENTIFICATION AND SHALL REMAIN ON PLANT MATERIAL AFTER PLANTING FOR MONITORING PURPOSES.

3 GROUNDCOVER LAYOUT



4 TRASH/RECYCLING RECEPTACLE



5 LOW FLOW PATH

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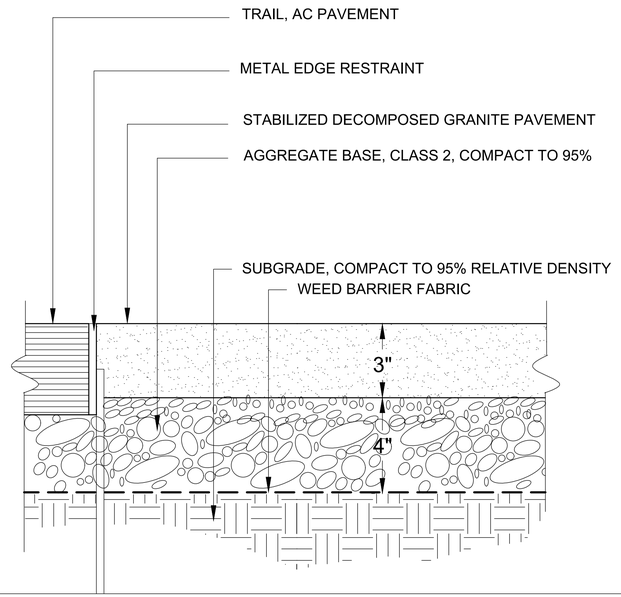
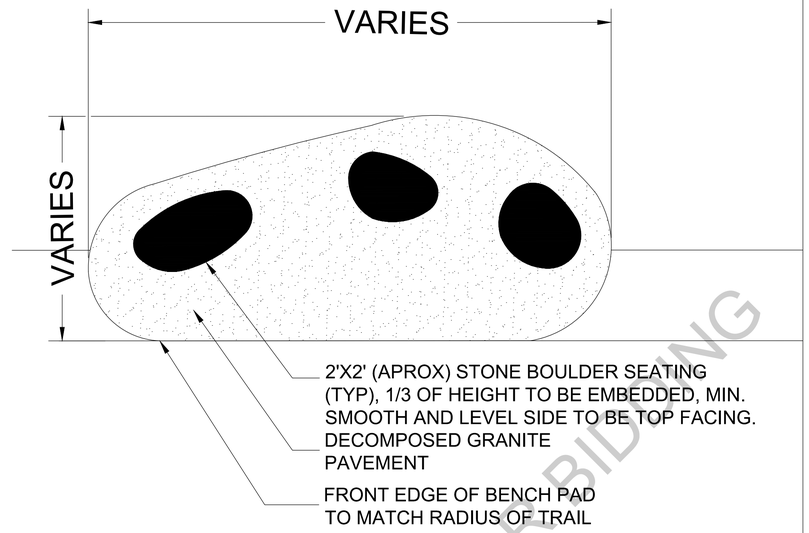
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title **PLANTING DETAILS**
Project No. 11152072
Original Size ANSI D
Sheet No. **L202**
Sheet 30 of 40

Plot Date: 4 April 2019 - 1:07 PM Plotted By: Brian Burchfield Filename: P:\18-018 Ukiah RWT\CAD\18_018_DETAILS.dwg





1 DECOMPOSED GRANITE PAD

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Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title **PLANTING DETAILS**
Project No. 11152072
Original Size ANSI D
Sheet No. **L203**
Sheet 31 of 40

Plot Date: 4 April 2019 - 1:07 PM Plotted By: Brian Burchfield Filename: P:\18-018 Ukiah RWT\CAD\18_018_DETAILS.dwg

1. DESIGN BASIS

1.1. THIS STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH THE CALTRANS BRIDGE DESIGN SPECIFICATIONS AND GEOTECHNICAL REPORT "NORTHWESTERN PACIFIC RAIL TRAIL PHASE 2 PROJECT, UKIAH, CALIFORNIA" BY GHD, INC. REFER TO THIS REPORT FOR ALL GEOTECHNICAL INFORMATION AND RECOMMENDATIONS.

1.2. SEISMIC DESIGN CRITERIA, REFER TO TABLE 5.4 IN THE REFERENCED GEOTECHNICAL REPORT.

1.3. DESIGN LIVE LOADS: H-20 VEHICLE LOAD

2. GENERAL NOTES

2.1. ALL WORK TO CONFORM TO REQUIREMENTS OF ALL PUBLICATIONS AND NOTES LISTED UNDER "DESIGN BASIS".

2.2. CIVIL DRAWINGS AND ALL OTHER DRAWINGS AS REQUIRED SHALL BE USED IN CONJUNCTION WITH STRUCTURAL DRAWINGS TO DEVELOP DETAILS AND DIMENSIONS FOR SHOP DRAWINGS, FABRICATION, ERECTION AND CONSTRUCTION.

2.3. THE CONTRACTOR IS TO VERIFY ALL EXISTING CONDITIONS AND ALL DIMENSIONS IN FIELD PRIOR TO START OF CONSTRUCTION AND PROTECT AND MAINTAIN ALL EXISTING CONSTRUCTION AND ITS CONTENTS IN FULL.

2.4. THE CONTRACTOR SHALL MAINTAIN A SET OF LATEST REVIEWED SHOP DRAWINGS ON JOB SITE.

2.5. THE STRUCTURE HAS BEEN DESIGNED TO BE STABLE AND SELF SUPPORTING AFTER THE CONSTRUCTION IS COMPLETE. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY FOR THE STRUCTURES STABILITY DURING CONSTRUCTION. THIS RESPONSIBILITY ALSO INCLUDES BUT IS NOT LIMITED TO METHOD AND SEQUENCE OF ERECTION, TEMPORARY SHORING AND TEMPORARY BRACING.

2.6. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO FOLLOW ALL APPLICABLE SAFETY CODES AND REGULATIONS DURING ALL PHASES OF CONSTRUCTION.

2.7. SHOULD ANY INFORMATION ON THE STRUCTURAL DRAWINGS CONFLICT WITH THE SPECIFICATIONS OR ANY OTHER PART OF THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND AN INTERPRETATION WILL BE GIVEN.

2.8. ALL SECTIONS, DETAILS, NOTES, DIMENSIONS AND CONDITIONS ARE APPLICABLE AT ANY OTHER LOCATION WHERE CONDITIONS AND DETAILS ARE SIMILAR BUT ARE NOT SPECIFICALLY NOTED AS SUCH OR ARE NOT SHOWN.

2.9. FOR QUALITY CONTROL INSPECTION AND TESTING REQUIREMENTS DURING CONSTRUCTION, SEE SPECIFICATIONS AND "SCHEDULE OF SPECIAL INSPECTIONS".

3. FOUNDATION NOTES

3.1. SOIL BEARING CAPACITY USED IN THE DESIGN OF FOUNDATIONS:

4000 PSF FOR DEAD PLUS LIVE LOADS AS RECOMMENDED BY THE GEOTECHNICAL REPORT. THE ALLOWABLE BEARING CAPACITY CAN BE INCREASED BY ONE-THIRD FOR WIND AND SEISMIC LOADS.

3.2. ALL FOOTINGS TO BEAR ON NATURAL UNDISTURBED SOIL OR COMPACTED STRUCTURAL FILL HAVING MINIMUM BEARING CAPACITY AS INDICATED.

3.3. ALL COMPACTED STRUCTURAL FILL SHALL CONFORM TO ALL RECOMMENDATIONS CONTAINED IN THE PROJECT GEOTECHNICAL REPORT.

3.4. PLACEMENT OF ALL COMPACTED FILL AND COMPACTION OF SUBGRADE SHALL BE UNDER FULL TIME DIRECTION OF A QUALIFIED GEOTECHNICAL ENGINEER. CONCRETE SLABS AND FOOTINGS SHALL NOT BE PLACED UNTIL FILL AND SUBGRADE HAVE BEEN CHECKED IN PLACE AND APPROVED BY THE GEOTECHNICAL ENGINEER.

4. CONCRETE NOTES

4.1. ALL WORK TO CONFORM TO THE REQUIREMENTS OF THE FOLLOWING PUBLICATIONS:

4.1.1. ACI "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318-LATEST EDITION) AND "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT" (ACI 315-LATEST EDITION).

4.1.2. "SPECIFICATION FOR WELDED STEEL WIRE FABRIC FOR CONCRETE REINFORCEMENT" (LATEST EDITION) BY THE WIRE REINFORCEMENT INSTITUTE, INC.

4.2. MINIMUM COMPRESSIVE STRENGTH OF CONCRETE AT 28 DAYS:

4000 PSI (NORMAL WEIGHT) AT ALL OTHER ELEMENTS

PRIOR TO PLACING CONCRETE, MIX DESIGNS SHALL BE SUBMITTED FOR REVIEW.

4.3. ALL BAR REINFORCING FOR CONCRETE SHALL CONFORM TO ASTM A 615 GRADE 60 (DEFORMED). REINFORCING SHOWN ON DRAWING TO BE WELDED SHALL CONFORM TO ASTM A 706 GRADE 60 (DEFORMED) BARS SPECIALLY FORMULATED TO BE WELDABLE.

4.4. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 1064.

4.5. UNLESS OTHERWISE SHOWN, LOCATE REINFORCING BARS WITH FOLLOWING CLEAR DIMENSION TO FACE OF CONCRETE:

CONCRETE CAST ON GROUND: 3" CLEAR

CONCRETE TOPPING SLAB AT PRE-CAST BRIDGES: 1½" CLEAR

ALL OTHER LOCATIONS: 2" CLEAR, UNO

4.6. CONCRETE ACCESSORIES MUST BE ADEQUATE TO MAINTAIN REINFORCING ACCURATELY IN PLACE AND BE NON-CORROSIVE, NON-STAINING TYPE.

4.7. LAP ALL BAR REINFORCING IN CONCRETE ELEMENTS AS SHOWN IN "REINFORCING CONCRETE LAP SCHEDULE". IN BEAMS, GRADE BEAMS AND GIRDERS, SPLICE TOP BARS AT MIDDLE OF SPAN BETWEEN SUPPORTS AND SPLICE BOTTOM BARS AT SUPPORTS (UNLESS OTHERWISE SHOWN).

4.8. SAW-CUT CONTROL JOINTS IMMEDIATELY AFTER CONCRETE HAS SET SUFFICIENTLY SO THAT CUTTING DOES NOT PRODUCE SHREDDING OF THE CONCRETE, BUT BEFORE CONCRETE HAS HAD A CHANCE TO CRACK DUE TO INITIAL SHRINKAGE. THE CUTTING PERIOD WILL VARY ACCORDING TO THE RATE OF SETTING OF THE CONCRETE. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO CUT THESE JOINTS AT THE PROPER TIME AND USING THE PROPER PROCEDURE TO MINIMIZE SHRINKAGE CRACKING AND TO PRODUCE CLEAN, STRAIGHT JOINTS.

4.9. REFERENCE SPECIFICATIONS FOR CONCRETE CURING AND PROTECTION. BEGIN CONCRETE CURING AS SOON AS FINISHING OPERATIONS ARE COMPLETE (WITHIN TWO HOURS).

4.10. SHORE CONCRETE BEAMS, CANTILEVERS AND SUPPORTED SLABS DIRECTLY TO FIRM BEARING FOR AS LONG AS PRACTICAL (MINIMUM 28 DAYS) TO MINIMIZE CREEP AND DEFLECTION.

4.11. LIQUID MEMBRANE FORMING CURING COMPOUNDS SHALL COMPLY WITH ASTM C 309, TYPE I, CLASS A.

5. STEEL NOTES

5.1. ALL WORK TO CONFORM TO THE REQUIREMENTS OF THE FOLLOWING PUBLICATIONS:

5.1.1. AISC 360-05 "DESIGN SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" (MANUAL OF STEEL CONSTRUCTION - 13TH EDITION)

5.2. ALL STEEL TUBES, ROUND AND SHAPED, SHALL CONFORM TO ASTM A500, GRADE B.

5.3. ALL STEEL PILINGS SHALL CONFORM TO ASTM A252.

5.4. ALL PLATES AND MISCELLANEOUS IRON SHALL CONFORM TO ASTM A36 (EXCEPT AS NOTED).

5.5. ALL BOLTED CONNECTIONS TO USE 3/4" DIAMETER A307 BOLTS UNLESS NOTED OTHERWISE.

5.6. ALL WELDS TO STRUCTURAL STEEL TO CONFORM TO "STRUCTURAL WELDING CODE - STEEL" (AWS D1.1 - LATEST EDITION). ALL WELDS TO COLD-FORMED SHEET STEEL TO CONFORM TO "STRUCTURAL WELDING CODE - SHEET STEEL" (AWS D1.3- LATEST EDITION).

5.7. ALL STEEL EXCEPT PILINGS SHALL BE GALVANIZED AND THEN PAINTED. STEEL PILINGS FILLED WITH CONCRETE SHALL BE PAINTED ABOVE THE MUD LINE.

5.8. GALVANIZING SHALL CONFORM TO ASTM A 123 OR ASTM A 153, AS APPLICABLE.

5.5. FIELD WELDING TO GALVANIZED STEEL: PRIOR TO FIELD WELDING CONNECTION, ZINC COATING AT ALL WELD CONNECTION AREAS SHALL BE REMOVED BY BURNING WITH OXYGEN FUEL GAS TORCH, SHOT BLASTING OR GRINDING TO BARE STEEL. APPLY A MINIMUM OF 2 COATS OF ZINC-RICH PAINT AFTER CLEANING COMPLETED WELD.

6. PRE-MANUFACTURED BRIDGE AND FOUNDATION

6.1. PROVIDE AND INSTALL FULLY FUNCTIONAL PRE-MANUFACTURED BRIDGE PER THE STRUCTURAL DRAWINGS AND SPECIFICATIONS.

6.2. BRIDGES TO BE DESIGNED BY A CALIFORNIA PROFESSIONAL ENGINEER AND CONSTRUCTED IN ACCORDANCE WITH SPECIFICATIONS AND TO SUPPORT OWN WEIGHT, IMPOSED LIVE, WIND, AND SEISMIC LOADS. SEE "DESIGN BASIS" IN STRUCTURAL GENERAL NOTES FOR STRUCTURAL CRITERIA. SUBMIT DESIGN FOR REVIEW PRIOR TO FABRICATION. CONTRACTOR TO INCLUDE MULTIPLE STRUCTURAL REVIEWS IN PROJECT SCHEDULE. ALLOW 2 WEEKS FOR EACH REVIEW.

6.3. THE BRIDGE SHALL BE FLATBED RAIL CAR MODIFIED TO SUPPORT THE DESIGN CRITERIA.

6.4. THE CONTRACTOR SHALL PROVIDE THE FOUNDATION DESIGN TO SUPPORT THE BRIDGE.

CONCRETE REINFORCEMENT
CLASS B LAP SPLICE SCHEDULE (inches)

F'c (psi)	#3	#4	#5	#6	#7	#8	#9	#10
2800	23	31	39	47	68	78	88	99
3000	21	28	36	43	62	71	80	90
4000	18	25	31	37	54	62	70	78
5000	17	22	28	33	48	55	62	70
6000	15	20	25	30	44	50	57	64

BASE FLOOD ELEVATION NOTE:
100 YR FLOOD ELEVATION OF DOOLIN CREEK IS 609, NAVD 88 BASED ON FEMA FLOOD INSURANCE RATE MAP PANEL 06045C1514F DATED 6/2/2011. FOR PURPOSES OF DESIGN THE SOFFIT ELEVATION SHALL BE SET AT ELEVATION 610.

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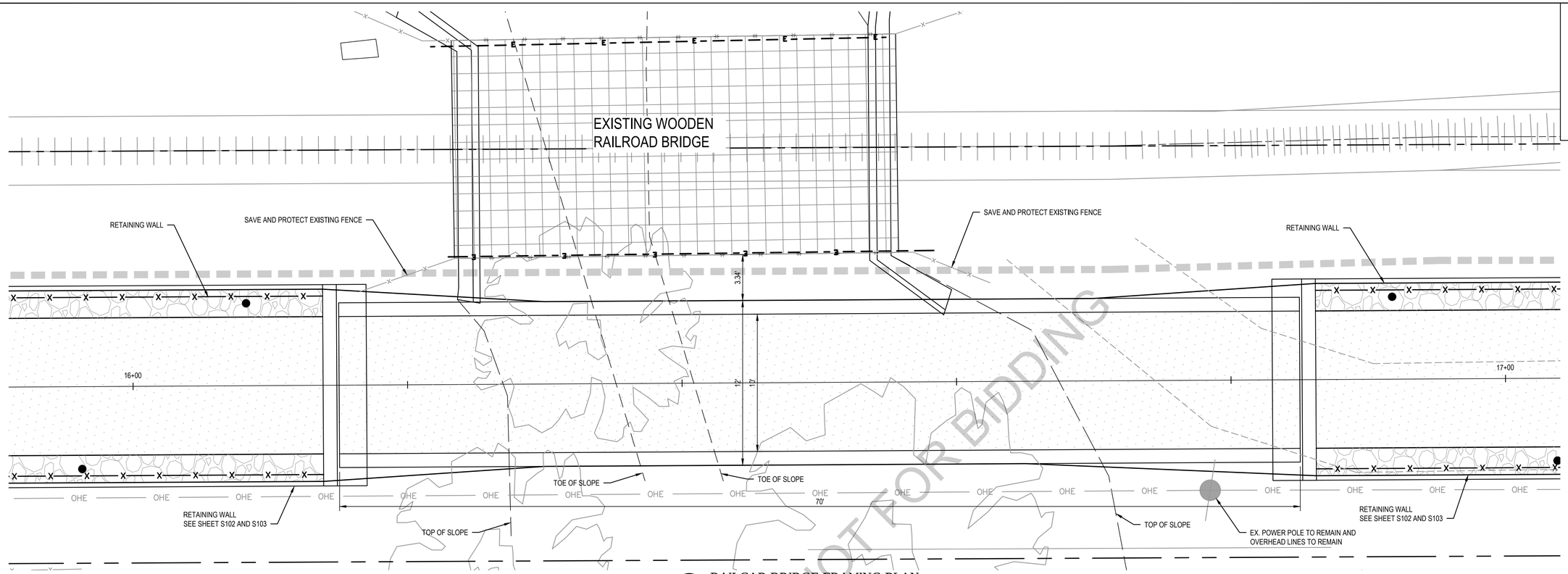
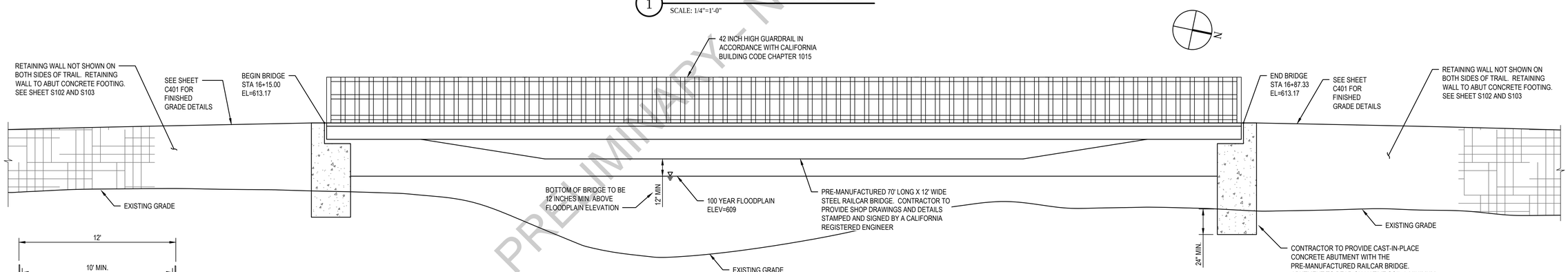
Title STRUCTURAL GENERAL NOTES
Project No. 11152072
Original Size ANSI D
Sheet No. S001
Sheet 32 of 40

Plot Date: 26 April 2019 - 3:16 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_S001_STRUCTURAL NOTES.dwg



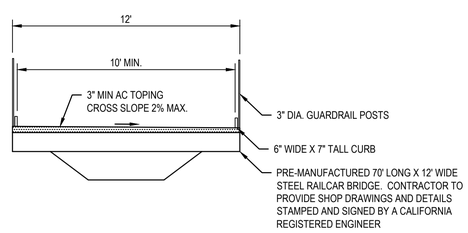
1 RAILCAR BRIDGE FRAMING PLAN

SCALE: 1/4"=1'-0"



2 PRE-ENGINEERED RAILCAR BRIDGE LONGITUDINAL SECTION

SCALE: 1/4"=1'-0"



A PRE-ENGINEERED RAILCAR BRIDGE CROSS SECTION

SCALE: 1/4"=1'-0"

PRELIMINARY - NOT FOR BIDDING

0 2' 4' 8'

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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0 1"

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Client CITY OF UKIAH

Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2

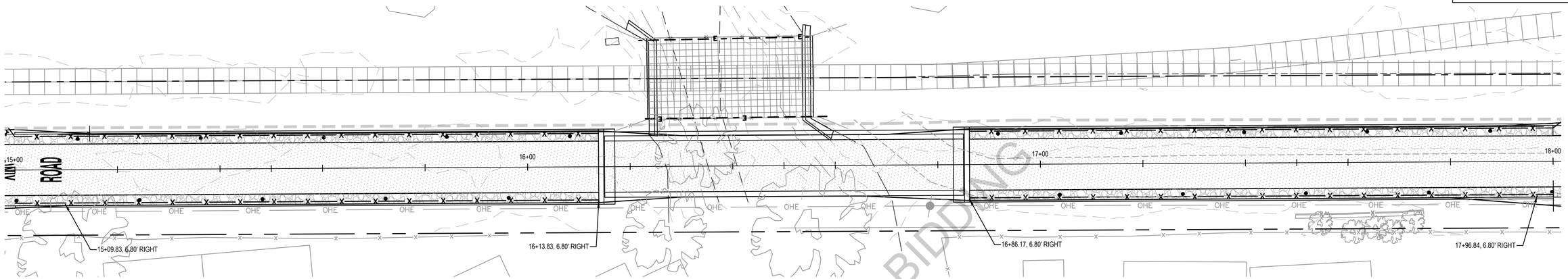
Title PRE-ENGINEERED RAILCAR BRIDGE - PLAN AND SECTION

Project No. 11152072

Original Size ANSI D

Sheet No. S101

Plot Date: 26 April 2019 - 3:16 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_S101_STRUCTURE-BRIDGE PLAN.dwg



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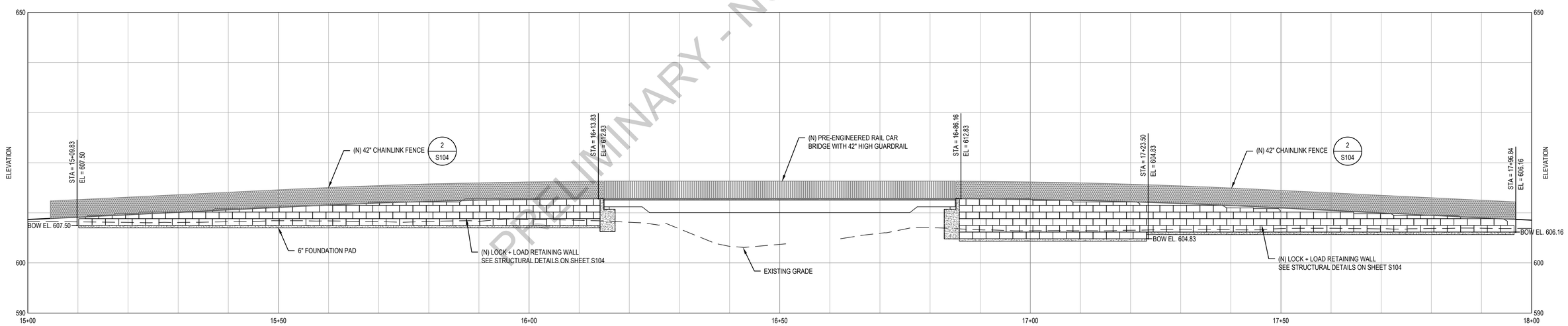
1 EAST RETAINING WALL PLAN VIEW

SCALE: 1" = 10'-0"

N

PRELIMINARY - NOT FOR BIDDING



2 EAST RETAINING WALL PROFILE VIEW

SCALE: 1" = 10'-0"

0 10' 20' HORIZONTAL

0 10' 20' VERTICAL

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2

Title EAST RETAINING WALL PLAN AND PROFILE

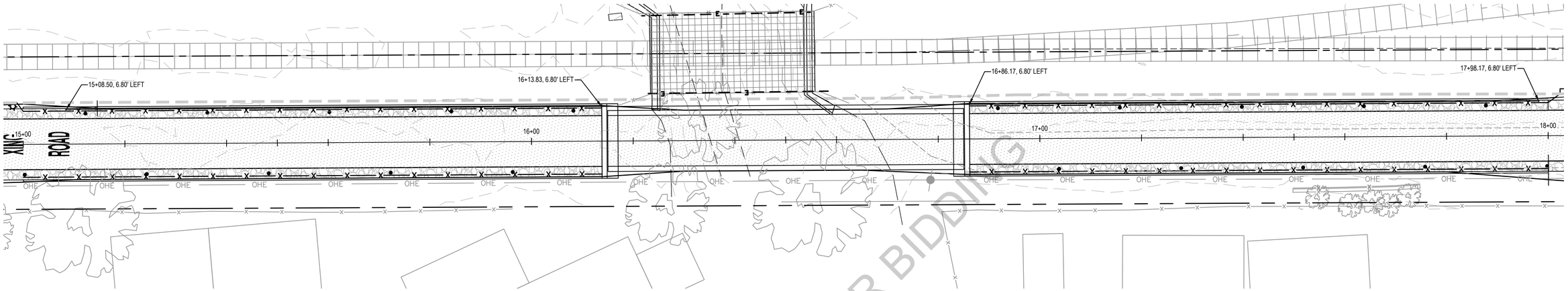
Project No. 11152072

Original Size ANSI D

Sheet No. S102

Sheet 34 of 40

Plot Date: 26 April 2019 - 3:17 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_S102_STRUCTURE-RETAIN WALL.dwg



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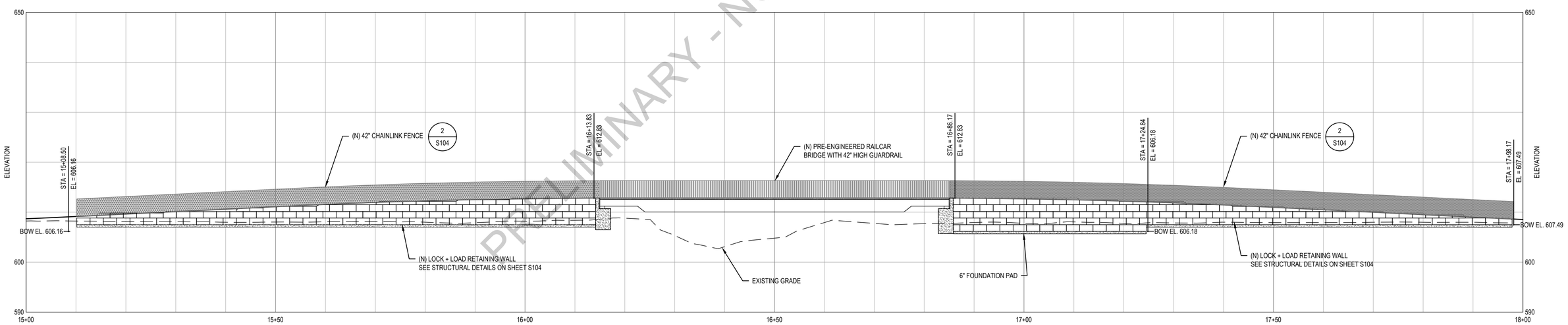
1 WEST RETAINING WALL PLAN VIEW

SCALE: 1" = 10'-0"

N



2 WEST RETAINING WALL PROFILE VIEW

SCALE: 1" = 10'-0"

0 10' 20' HORIZONTAL

0 10' 20' VERTICAL

PRELIMINARY - NOT FOR BIDDING

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
0	DSA SUBMITTAL	BHA	PRT	12/12/18

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Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2

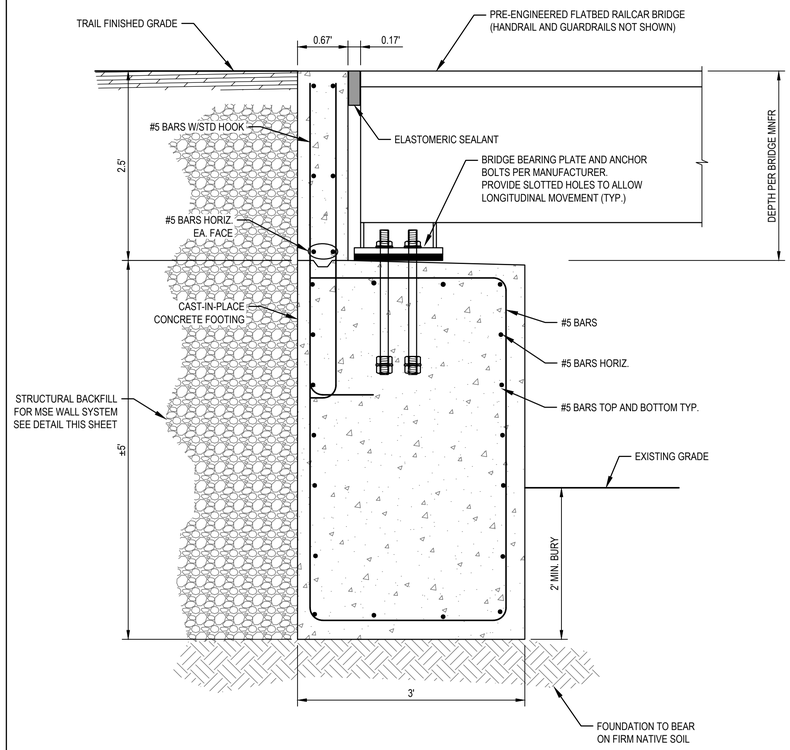
Title: WEST RETAINING WALL PLAN AND PROFILE

Project No. 11152072

Original Size: ANSI D

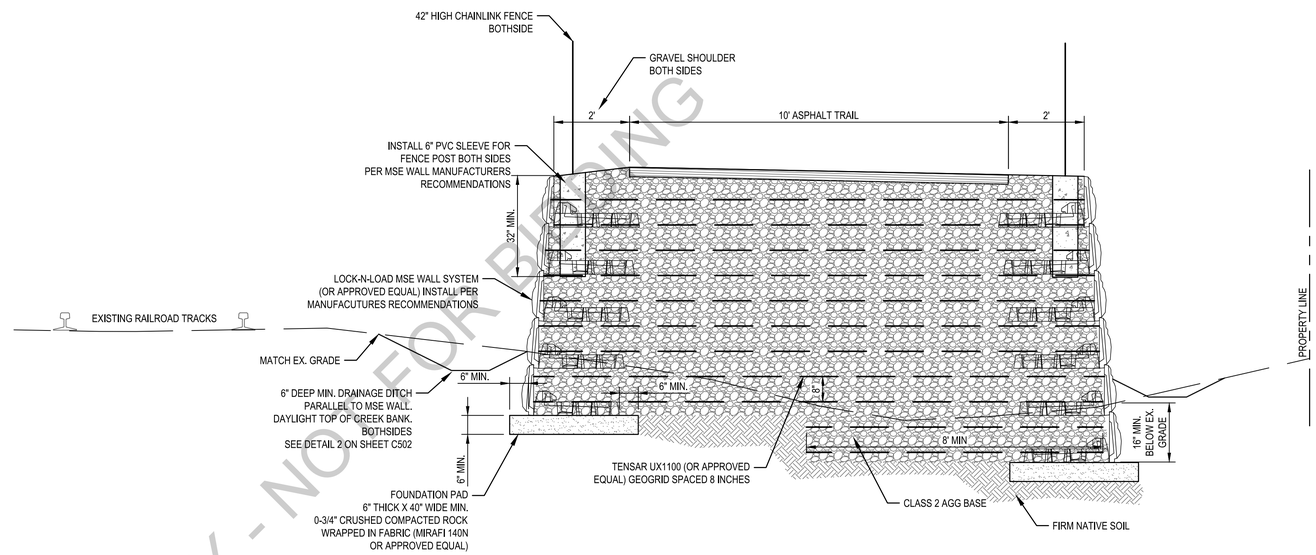
Sheet No. S103

Plot Date: 26 April 2019 - 3:17 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_S102_STRUCTURE-RETAIN WALL.dwg



1 S104 **BRIDGE ABUTMENT**

SCALE: NTS



2 S104 **TYPICAL MSE WALL SYSTEM CROSS SECTION**

SCALE: NTS

PRELIMINARY - NOT FOR BIDDING

No.	Issue	Drawn	Approved	Date
2	CITY COUNCIL APPROVAL	BHA	PRT	4/26/19
1	DSA BACKCHECK	BHA	PRT	4/2/19
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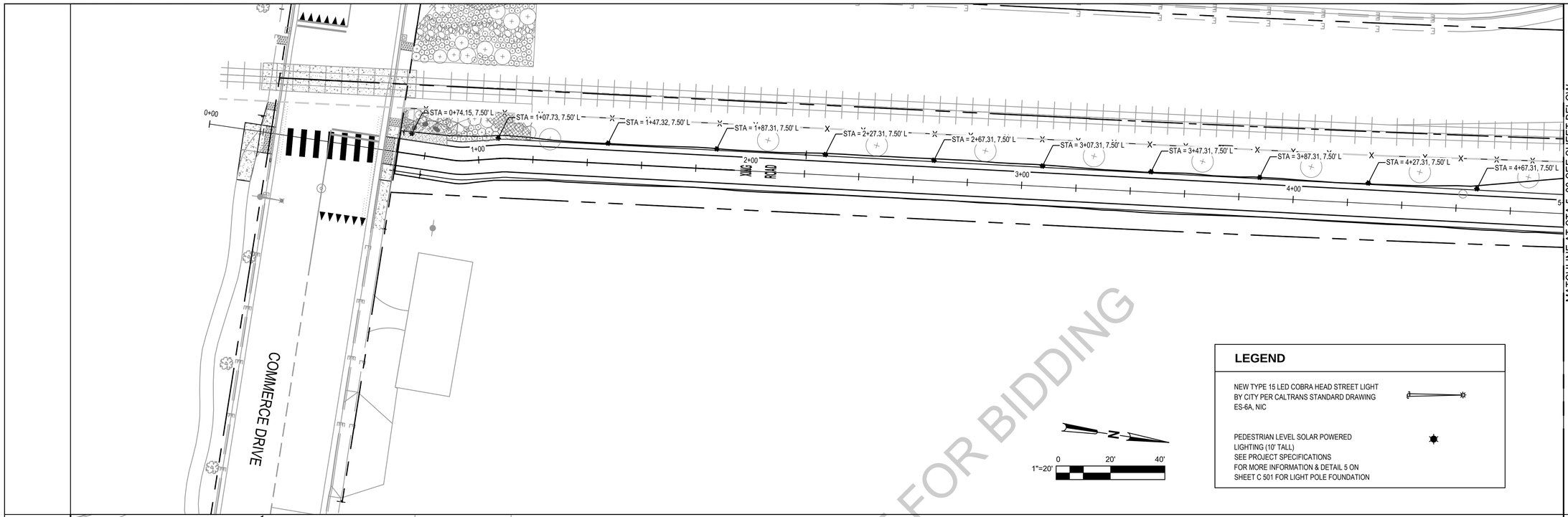
Title STRUCTURAL DETAILS
Project No. 11152072
Original Size ANSI D
Sheet No. S104
Sheet 35 of 40

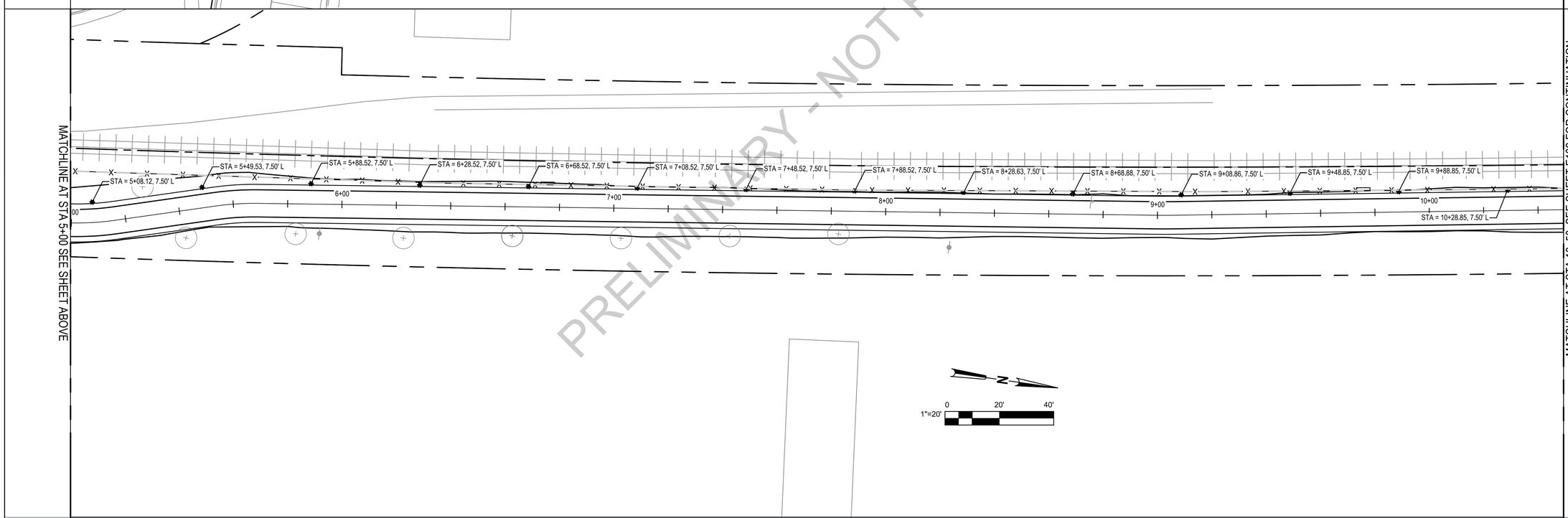
Plot Date: 26 April 2019 - 3:18 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_S104_STRUCTURAL DETAILS.dwg



LEGEND

NEW TYPE 15 LED COBRA HEAD STREET LIGHT BY CITY PER CALTRANS STANDARD DRAWING ES-6A, NIC

PEDESTRIAN LEVEL SOLAR POWERED LIGHTING (10' TALL) SEE PROJECT SPECIFICATIONS FOR MORE INFORMATION & DETAIL 5 ON SHEET C 501 FOR LIGHT POLE FOUNDATION



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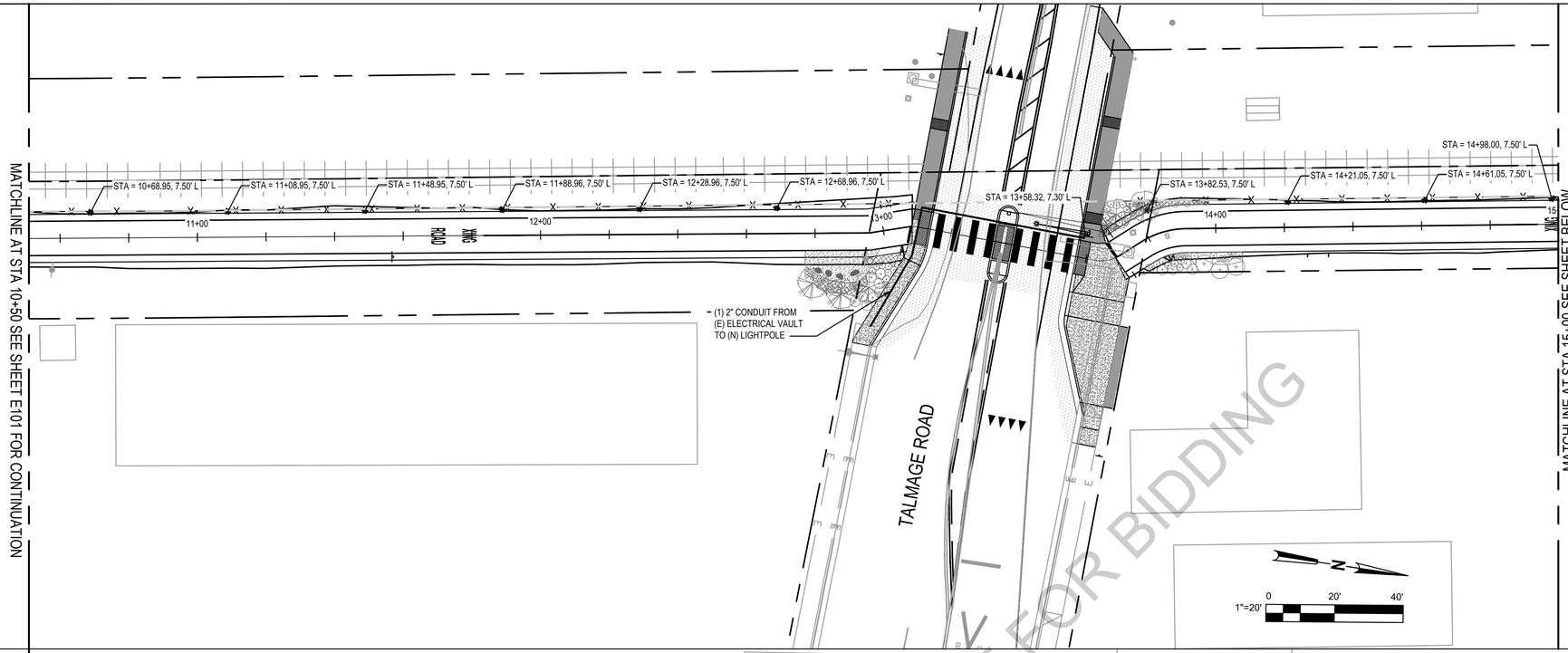
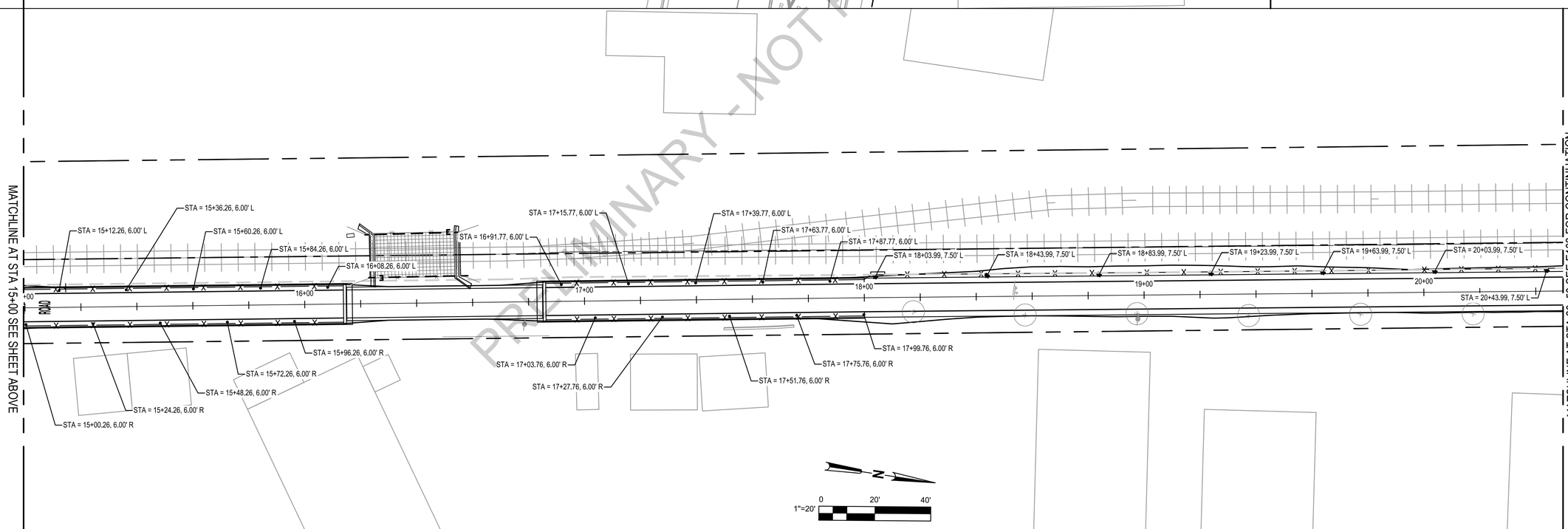
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title TRAIL LIGHTING PLAN
STA 0+00 TO STA 10+50
Project No. 11152072
Original Size ANSI D
Sheet No. E101
Sheet 37 of 40

Plot Date: 26 April 2019 - 3:18 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_E101-E104_TRAIL LIGHTING PLAN.dwg





LEGEND

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PEDESTRIAN LEVEL SOLAR POWERED LIGHTING (10' TALL) SEE PROJECT SPECIFICATIONS FOR MORE INFORMATION & DETAIL 5 ON SHEET C 501 FOR LIGHT POLE FOUNDATION.	
SOLAR POWERED LED BOLLARD LIGHTING. SEE SPECIFICATIONS FOR MORE INFORMATION. SEE DETAIL 7 ON SHEET C501 FOR FOUNDATION.	

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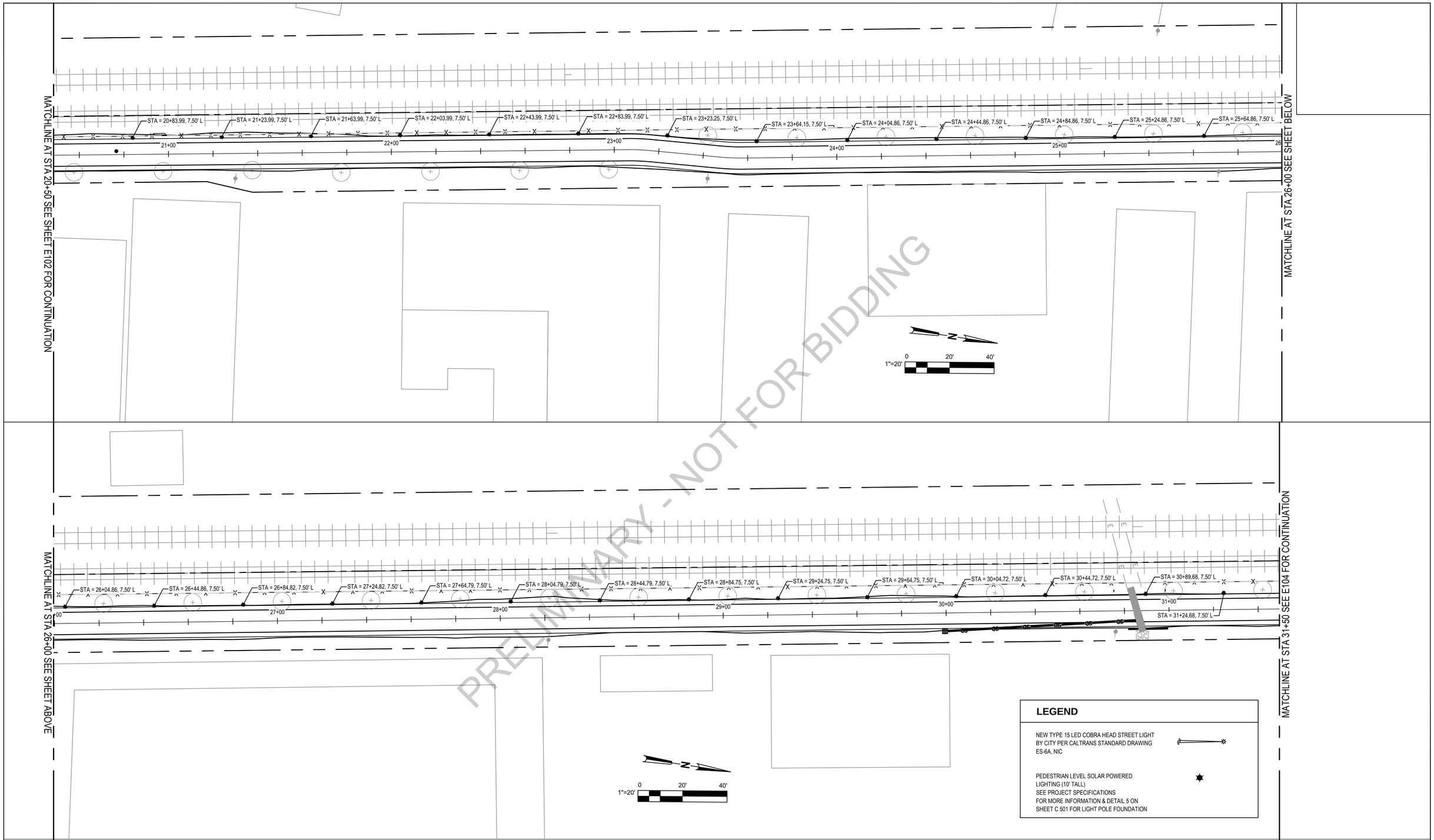
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title: TRAIL LIGHTING PLAN
STA 10+50 TO STA 20+50
Project No. 11152072
Original Size: ANSI D
Sheet No. E102
Sheet 38 of 40

Plot Date: 26 April 2019 - 3:18 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_E101-E104_TRAIL LIGHTING PLAN.dwg



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NEW TYPE 15 LED COBRA HEAD STREET LIGHT BY CITY PER CALTRANS STANDARD DRAWING ES-6A, NIC

PEDESTRIAN LEVEL SOLAR POWERED LIGHTING (10' TALL)
SEE PROJECT SPECIFICATIONS FOR MORE INFORMATION & DETAIL 5 ON SHEET C 501 FOR LIGHT POLE FOUNDATION

No.	Issue	Drawn	Approved	Date
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0	DSA SUBMITTAL	BHA	PRT	12/12/18

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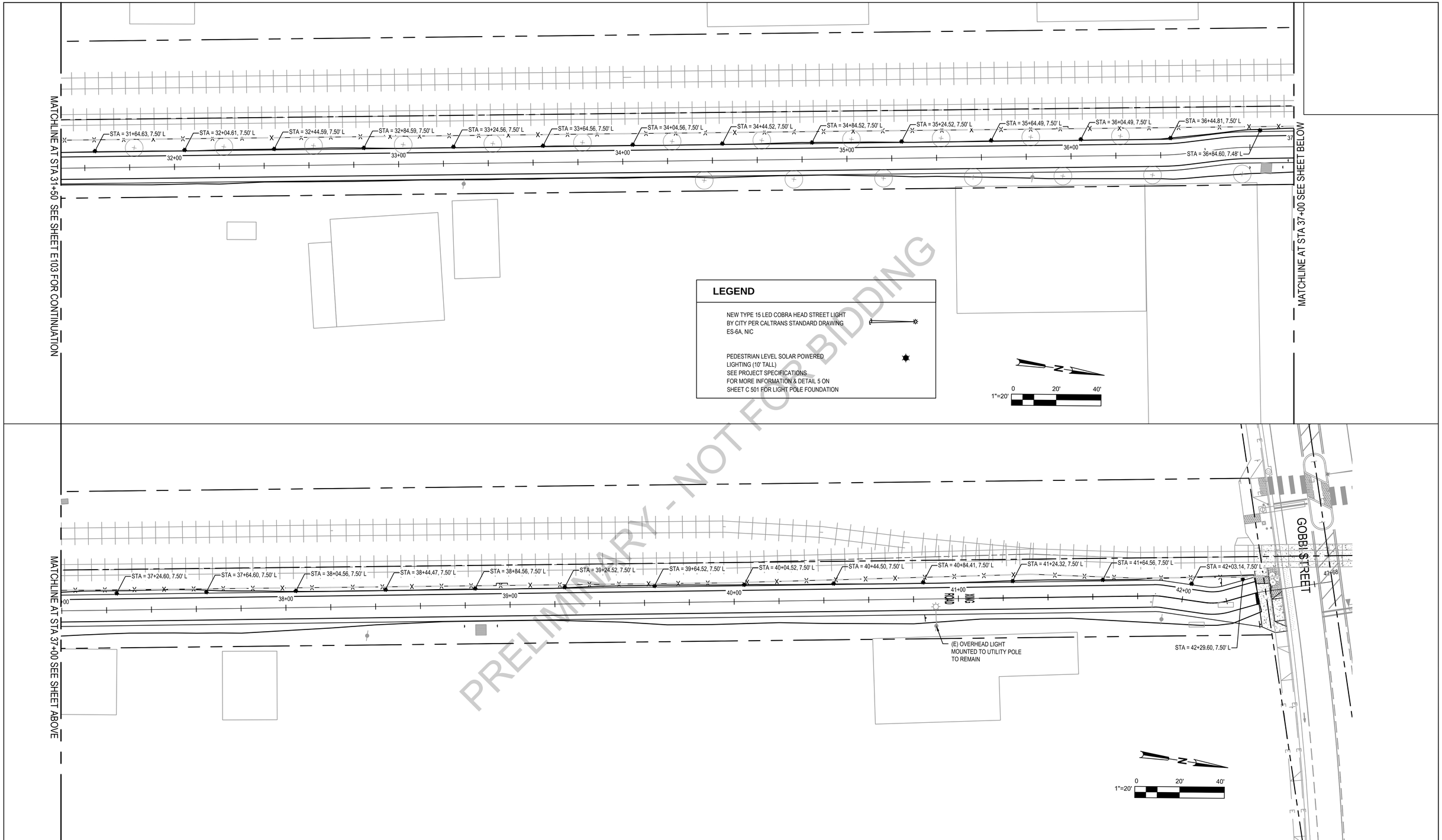
Title: TRAIL LIGHTING PLAN
STA 20+50 TO STA 31+50
Project No. 11152072
Original Size: ANSI D
Sheet No. E103
Sheet 39 of 40

Plot Date: 26 April 2019 - 3:19 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_E101-E104_TRAIL LIGHTING PLAN.dwg



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Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 2
Title TRAIL LIGHTING PLAN
STA 31+50 TO END
Project No. 11152072
Original Size ANSI D
Sheet No. E104
Sheet 40 of 40

Plot Date: 26 April 2019 - 3:19 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11152072 Ukiah NWP Rail Trail Phase 2\06-CAD\Sheets\11152072_E101-E104_TRAIL LIGHTING PLAN.dwg

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS

FOR

NORTHWESTERN PACIFIC RAIL TRAIL PHASE 2 SPECIFICATION NO. 17-12

PRELIMINARY - NOT FOR BIDDING

CITY OF UKIAH

DEPARTMENT OF PUBLIC WORKS

300 Seminary Avenue

Ukiah, California 95482-5400

Bids Open: _____, _____, _____

2:00 p.m.

Office of City Clerk

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

MAUREEN MULHEREN – MAYOR

DOUGLAS CRANE – VICE MAYOR

STEPHEN G. SCALMANINI – COUNCIL MEMBER

JIM BROWN – COUNCIL MEMBER

JUAN OROZCO – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN – DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – PROCUREMENT MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER – CITY TREASURER

PRELIMINARY - NOT FOR BIDDING

CITY OF UKIAH

DEPARTMENT OF PUBLIC WORKS

APRIL 2019

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PRELIMINARY - NOT FOR BIDDING

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28 Concrete Bases (not used)

29 Treated Permeable Bases (not used)

30 Reclaimed Pavement (not used)

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32 Reserved (not used)

33 Reserved (not used)

34 Reserved (not used)

35 Reserved (not used)

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37 Seal Coats (not used)

38 Reserved (not used)

39 Asphalt Concrete

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44 Reserved (not used)

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53 Shotcrete (not used)

54 Waterproofing (not used)

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

NOTICE TO BIDDERS FOR NORTHWESTERN PACIFIC RAIL TRAIL PHASE 2

SPECIFICATION NO. 17-12

NOTICE IS HEREBY GIVEN that sealed standard proposals for NORTHWESTERN PACIFIC RAIL TRAIL PHASE 2 will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on _____, ____, 2019, at which time, or as soon thereafter as possible, they will be publicly opened and read. Bids shall be addressed to the City Clerk and shall be endorsed "NORTHWESTERN PACIFIC RAIL TRAIL PHASE 2." Bids are required for the entire work described herein. No fax bids will be accepted.

Plans and Special Provisions may be inspected and/or copies obtained **for a non refundable fee of $_____**. Plans and Special Provisions may also be downloaded at no charge from the City's website at www.cityofukiah.com. Contact Mary Horger, Procurement Manager, City of Ukiah, 300 Seminary Avenue, Ukiah, California 95482-5400. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger at (707) 463-6233 or at fax phone (707) 313-3621.

ENGINEER'S ESTIMATE OF QUANTITIES

PRELIMINARY - NOT FOR BIDDING

Item No.	Description	Quantity	Units
1	Contruction Area Signs	1	LS
2	Traffic Control System	1	LS
3	Prepare Storm Water Pollution Prevention Plan	1	LS
4	Temporary Storm Water Pollution Control Measures	1	LS
5	Temporary Drainage Inlet Protection	5	EA
6	Temporary Concrete Washout	1	LS
7	Remove Parinted Traffic Stripe	1300	LF
8	Remove Asphalt Concrete Pavement	2575	SF
9	Remove Concrete Sidewalk	665	SF
10	Remove Concrete (Curb and Gutter)	145	LF
11	Clearing and Grubbing*	1	AC
12	Roadway Excavation (Trail and Shoulder common earth)	1420	CY
13	Roadway Excavation (Streets Crossings)	70	CY
14	Trench Exacavation	35	CY
15	Structure Excavation (Bridge Footing)	10	CY
16	Structure Backfill (Headwall)	30	CY
17	Structure Backfill (Pipe)	35	CY
18	Embankment (place excavated native to subgrade from trail)	1420	CY
19	Prepare Tree Pit (Amend Soil)	77	EA
20	Planting Soil Amendment*	1	LS
21	Plant Group A (No 1)*	338	EA
22	Plant Group B (No 5)*	23	EA
23	Plant Group C (Trail Trees)*	77	EA
24	Landscape Maintennance (2 years)	1	LS
25	Stabilized Decomposed Granite Pavement	440	SF
26	Wood Chip Mulch*	26	CY

27	Trash Receptacle	2	EA
28	Stone Block Seating	7	EA
29	Hydroseed	550	SF
30	Class II Aggregate Base (Shoulder)	395	CY
31	Class II Aggregate Base (Trail)	1005	CY
32	Class II Aggregate Base (Street Crossing)	600	CY
33	Hot Mix Asphalt (Type A 1/2" Max., 0.25' Min. Thk. Trail)	755	Ton
34	Hot Mix Asphalt (Type A 1/2" Max., 0.33' Min. Thk. Traffic)	70	Ton
35	MSE Stabilized Embankment (Includes face panels and geogrid)	2200	SF
36	Structural Concrete, Bridge Footing	20	CY
37	Structural Concrete, Headwall	6	CY
38	8" PVC Pipe	90	LF
39	48" Corrugated Steel Pipe (Match existing)	10	LF
40	Catch Basin (Landscape at STA 30+00)	1	EA
41	Remove Pipe	10	LF
42	Adjust Inlet	2	EA
43	Adjust Manhole Frame and Cover to Grade	1	EA
44	Small Rock Slope Protection (for landscape areas)	250	SF
45	Rock Slope Protection (1/4T, Method B - at headwall outfall.	3	CY
46	Detectable Warning Surface (Screw & Glue Truncated Domes at RR Crossing)	115	SF
47	Detectable Warning Surface (precast in place Truncated Domes at Ramps)	176	SF
48	Minor Concrete - Mountable Curb, Incl Agg Base	15	LF
49	Minor Concrete - Curb and Gutter (COU Std Plan), Incl Base	200	LF
50	Minor Concrete - Driveway (Incl sidewalks 6" thick), Incl Agg Base	860	SF
51	Minor Concrete - Sidewalks, Incl Agg Base	477	SF
52	Minor Concrete - Talmage Median, Incl Agg Base	130	SF
53	Pre-Engineered Flatbed Rail Car Bridge (Bridge, guardrail and Foundation)	1	LS
54	Lighting (solar powered) includes footing	97	EA
55	Lighting (3' bollard - solar powered) includes footing	20	EA
56	Chain Link Fence (42" Tall)	4255	LF
57	Roadside Sign(s), 1-Post	34	EA
58	Thermoplastic Pavement Markings (Trail)	140	LF
59	Thermoplastic Crosswalk and Pavement Markings	360	SF
60	Paint Traffic Stripe (Trail)	500	LF
61	Paint Traffic Stripe (Streets)	1580	SF
62	Remove Existing Railroad Crossing arm, posts and cabinets	1	LS
63	Mobilization (Mobilization, Demobilization and Final Cleanup)	1	LS
64	Construction Staking	1	LS

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65	Work Completed by the California Conservation Corps	1	LS
	* Work to be completed by the California Conservation Corps.		

The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right to waive any information not material to cost or performance in any proposal or bid.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2014) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes. Copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD/ The prime contractor for the work herein shall possess a current, valid State of California, Class A (General Engineering) Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California.

Dated:_____ _____

Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES:

PRELIMINARY - NOT FOR BIDDING

INSTRUCTIONS TO BIDDERS

NORTHWESTERN PACIFIC RAIL TRAIL PHASE 2 shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

All borrowers that receive I-Bank financing above $2 million, and that are also the entity awarding the construction contract, must pre-qualify contractors bidding on the I-Bank financed project using the model pre-qualification questionnaire approved by the Department of Industrial Relations pursuant to AB 574 (Chapter 972 of the Statutes of 1999). The model questionnaire can be obtained from DIR's website at http://www.dir.ca.gov/prequal.htm.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the City of Ukiah amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said City. Said check shall be forfeited, or said bond shall become payable to said City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with the City and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the City for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within ONE HUNDRED (100) working days. The Contractor will pay to the City the sum of five hundred ($500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

All objections or responses filed not more than 5 days after receipt of the written protest will be presented to the City Council at its next regular meeting occurring not less than 12 calendar days following the bid opening. The City Council will resolve the bid protest at that meeting based on the written protest, any staff recommendation and all timely written objections and responses. In accordance with the Brown Act, any person may address the City Council on this item during the meeting. The City Council action on the protest shall represent a final decision by the City on the protest.

The BIDDER is advised that this is a state funded project, and as such subject to substantial special provisions and requirements. The BIDDER must ensure that all state provisions are read, understood and complied with during the duration of the project, particularly regarding DBE (see definition, below) issues and related Good Faith effort. In the case of discrepancies between City of Ukiah and federal requirements, federal shall prevail.

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Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and Contract Documents. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

Bidder Inquiries and Questions

Inquiries and questions must be submitted in writing via fax or email to the following designated contact person:

Mary Horger, Procurement Manager

Fax: (707) 313-3621

Email: mhorger@cityofukiah.com

The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located in and around North Coast Railroad Authority (NCRA) corridor between Gobbi Street and Commerce Drive.

All bids must be made on the forms of PROPOSAL provided for that purpose and each bid shall be enclosed in a sealed envelope marked:

CITY OF UKIAH
NORTHWESTERN PACIFIC RAIL TRAIL PROJECT PHASE 2
SPECIFICATION NO. 17-12

And addressed to the
City Clerk
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

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GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

1-01. Definitions. Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning given:

a. "City of Ukiah" or "City" shall mean the City of Ukiah, Mendocino County, California, acting through its City Council or any other board, body, official or officials to which or to whom the power belonging to the Council shall by virtue of any act or acts, hereafter pass or be held to appertain.

b. "Engineer" shall mean the Engineer duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.

c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him or her or them.

d. "Contractor" shall mean the party entering into contract with the City of Ukiah for the performance of work covered by this contract and his or her authorized agents or legal representatives.

e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the City or its duly authorized representatives.

f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.

g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.

h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the City, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to the City if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.

i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Engineer is intended unless stated otherwise.

As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permissive.

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefor. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the

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character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, endorsed as specified in the notice to bidders. Bidders are warned against making erasures or alterations of any kind and proposals which contain omissions, erasures, conditions, alterations, additions not called for, additional proposals or irregularities of any kind may be rejected.

1-04. Withdrawal of Bids. Any bid may be withdrawn at any time prior to the hour fixed in the notice to bidders for the openings of bids, provided that a request in writing, executed by the bidder or his or her duly authorized representative, for the withdrawal of such bid is filed with the City. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

1-05. Public Opening of Bids. Bids will be opened and read publicly at the time and place indicated in the notice to bidders. Bidders or their agents are invited to be present.

1-06. Bid Guaranty. Each bid must be accompanied by a certified check, cashier's check or bidder's bond executed by an admitted surety insurer, payable to the order of the City of Ukiah in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

1-07. Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. A statement setting forth this experience and business standing shall be submitted by each bidder on the form provided herewith. It is the intention of the City to award a contract only to a bidder who furnishes satisfactory evidence that he or she has the requisite experience and ability and that he or she has sufficient capital, facilities and equipment to enable him or her to prosecute the work successfully and promptly within the time and in the manner agreed.

In determining the degree of responsibility to be credited to a bidder, the City may weigh evidence that the bidder or his or her personnel charged with the responsibility in the work, has performed satisfactorily other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

1-08. Disqualification of Bidders. More than one bid from an individual business, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is financially interested in more than one bid for the work will cause the rejection of all bids in which he or she is so interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

1-09. Identification of Subcontractors. All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following) and shall set forth:

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(a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

(b) The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.

1-10. Disadvantaged Business Enterprise (DBE)

There is no DBE requirement for this project.

Under 49 CFR 26.13(b):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

DBE Commitment Submittal

Submit Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

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If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor

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purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

Subcontractor and Disadvantaged Business Enterprise Records (CT Stnd Spec 51.13B(1))

Use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1 Notify the Engineer of any changes to its anticipated DBE participation
2 Provide this notification before starting the affected work
3 Maintain records including:
   - Name and business address of each 1st-tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

Performance of Disadvantaged Business Enterprises (CT Stnd Spec 5-1.13B(2))

DBEs must perform work or supply materials as listed in the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form, included in the Bid.

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Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur.

Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form unless it is performed or supplied by the listed DBE or an authorized substitute.

1-11. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 11, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-06 of these Special Provisions.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Award of Contract. Award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within thirty (30) days after opening of the bids. The City reserves the right to reject any and all bids and to waive any irregularity in the proposal not pertaining to cost.

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2-02. Return of Proposal Guaranties. All bid guaranties will be held until the contract has been fully executed, after which they will be returned upon request to the respective bidders whose bids they accompany.

2-03. Execution of Contract. The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the City; one copy shall be filed with the City and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the City.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments. Neither the inspection by the Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the City or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the City, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time. The granting of any extension of time on account of delays which, in the judgement of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

3-03. Extra Work. If extra work orders are given in accordance with provisions of this contract, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

3-04. Assignment of Contract. The contract may be assigned or sublet in whole or in part only upon the written consent of the City acting through its authorized agents. Consent will not be given to any proposed assignment which would relieve the original contractor or its surety of their responsibilities under the contract nor will the Engineer consent to any assignment of a part of the work under the contract.

3-05. Subcontractors. The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract which are applicable to the work of subcontractors.

Nothing contained in this contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the City and no action may be brought by any subcontractor against the City based on this contract.

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections

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9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Liability of City Officials. No city official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

3-08. Dispute Resolution. Claims of $375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

4-02. Material and Labor Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the City in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in an amount not less than 5 percent (5%) of the final contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the City against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

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SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

(WITH CONSTRUCTION RISKS)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Course of Construction insurance covering for “all risks” of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury and property damage.

4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

6. Course of Construction policies shall contain the following provisions:

   a.) The City shall be named as loss payee.

   b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-06. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the City or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site. During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings and any such thing given to the said representatives or delivered at the Contractor's office at the site of work in his or her absence shall be deemed to have been given to the Contractor.

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

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6-05. Protection of Persons and Property. The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of City Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the City, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the City or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property. The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the City nor any of its agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits. The Contractor shall secure and pay for all permits, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License. The City of Ukiah will issue a no fee encroachment permit to the Contractor allowing him or her to perform work within City right of way or within City property after the Contract Documents have been executed and insurance certificates and endorsements have been approved by the City.

6-09. Construction Utilities. The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans. The approval by the Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the City shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Engineer.

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor’s attention is directed to Section 7-03 of these Special Provisions.

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6-14. Assistance to Engineer. At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned material or work may be removed by the City and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions. If the Contractor, in the course of the work, finds any errors or omissions in plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the plans and the physical conditions of the locality, he or she shall immediately inform the Engineer, in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. he or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the City in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Engineer and recover from the City payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Engineer.

(1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.

(2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.

(3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the City and the Engineer, then such right shall lapse until another occasion arises according to this section.

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6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.

2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, $50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.

4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.

5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

6. Travel and Subsistence Payments.

   Contractor shall make travel and subsistence payments to each workman needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

7. Apprentices.

   Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the

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Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty. All work shall be guaranteed for a period of one year from the date of acceptance by the City. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

The City is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the final contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

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SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

7-02. Inspection. The City will provide engineering personnel for the inspection of the work.

The Engineer and his or her representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

If the Special Provisions, the Engineer's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If such work is not in accordance with the contract documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys. Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

7-04. Rights-of-Way. The City will provide all necessary rights-of-way and easements in or beneath which work will be performed by the Contractor under this contract.

7-05. Retention of Imperfect Work. If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he or she shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or $5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

The order of such additions, omissions, corrections, alterations and modifications shall be in writing and signed by the Engineer and, in order, shall then be binding upon the Contractor. The Contractor shall proceed with the work as changed and the value of such change shall be determined as provided for in section 10-07 of these Special Provisions.

Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7-07. Additional Drawings by City. The drawings made a part of this contract at the time of its execution are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the contract drawings and the Contractor shall make his or her work conform to all such drawings.

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7-08. Additional and Emergency Protection. Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the Engineer, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

7-09. Suspension of Work. The City may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor so to do. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the City does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-01. General Quality. Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

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8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Engineer.

8-04. Source of Materials. Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

8-05. Storage of Materials. Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

8-06. Drawings, Samples and Tests. As soon as possible after execution of the contract, the Contractor shall submit to the Engineer, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of these Special Provisions and Drawings. If the information thus submitted indicates the equipment or materials is acceptable, the Engineer will return one copy stamped with his or her approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Engineer.

When requested by the Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by the Engineer. Samples shall be secured and tested whenever necessary to determine the quality of the material.

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SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

9-02. Time of Completion. The Contractor shall promptly begin the work under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

9-04. Unavoidable Delays. Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the City changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the City will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work.

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

9-06. Extension of Time. Should any delays occur which the Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Engineer within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the Engineer within 45 days of the occurrence unless the Engineer specifies in writing a longer period. All claims for a time extension must be approved by the Engineer and incorporated into a written change order.

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient

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temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars ($25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT

10-01. Certification by Engineer. All payments under this contract shall be made upon the presentation of certificates in writing from the Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment.

1. References to the California Department of Transportation Standard Specifications in these Special Provisions and on the Drawings are for technical information and details only and do not modify payment procedures described herein. Payment for the Work will be in accordance with this Section. Indications in the Standard Specifications of payment for any element of the Work by Owner other than as part of a Bid Item are not applicable to this Contract. Indications in the Standard Specifications of additional compensation for any element of the Work other than as described in this Section are not applicable to this Contract.

2. The Contractor shall submit a schedule of values in spreadsheet format compatible with the latest version of Microsoft Excel to the Engineer prior to the first payment and within ten (10) days after Notice to Proceed. The schedule of values, as agreed upon by the Contractor and the Engineer, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a price fairly apportioned to each item.

    (a) Determine the quantities required to complete the work shown on the Contract Drawings.

        i. The Contractor shall be responsible for the accuracy of the quantities and values used in the Schedule of Values submitted for approval.

        ii. The sum of the amounts for the units of work listed in the Schedule of Values shall be equal to the contract lump sum price bid for the work.

        iii. Overhead and profit shall be included in each individual unit listed in the Schedule of Values.

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(b) List bonds and insurance premiums, mobilization, demobilization, preliminary and detailed progress schedule preparation, erosion control measures, equipment testing, facility startup, and contract closeout separately.

i. Break down the cost for mobilization into specific line items that detail costs associated with mobilization (e.g., field offices, temporary infrastructure, temporary utilities, portable sanitary provisions, equipment mobilization).

ii. Failure to detail the costs within mobilization shall result in the line item being rejected and payment of the value of the line item being delayed until final payment.

3. The schedule of values shall, as a minimum, include the following items:

(a) Bonds & Insurance

(b) Mobilization

(c) Demobilization

(d) Progress Schedule

(e) Final Clean-up/Contract Closeout

(f) SWPPP Plan, Maintenance, Reporting

(g) Temporary Fences

(h) Construction Area Traffic Control Devices

(i) Erosion Control

(j) Construction Surveying

(k) Demolition

i. Remove pavement striping

ii. Remove signs

iii. Remove concrete curb

iv. Remove concrete curb & gutter

v. Remove sidewalk and asphalt

vi. Remove Rail

(l) Utilities

i. Utility conflict allowance

ii. Adjust utility covers to grade

iii. Relocation of existing electrical cabinets

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(m) Clearing and Grubbing

(n) Roadway Excavation

i. General roadway excavation (not CG & S)

ii. Remove unsuitable material

(o) Aggregate Base

(p) Structural Fill

(q) Hot Mix Asphalt

i. Pavement

(r) Structures

i. Railcar flatcar pre-engineered bridge

ii. Earth retaining systems

iii. Concrete foundation

(s) Roadside Signs

(t) Storm Drain

i. Pipe

ii. Drainage swale

iii. Concrete headwall

(u) Permeable Material

(v) Minor Concrete & Associated Grading

i. Curb

ii. Curb & Gutter

iii. Sidewalk

iv. Median Island

v. Curb Ramp

vi. Curb Ramp Detectable Surface

vii. Cobble Stone Median

viii. Driveway

(w) Fences and Gates

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i. Chain link fence

(x) Traffic Striping, Markings, Raised Pavement Markers and Delineators

(y) Signals, Lighting and Electrical Systems

i. Trail Light

ii. Install Lighting Standard

4. The above is a statement of the intent of the Contract Documents to provide a moderate level of detail, acceptable to the Engineer, to allow a fair and reasonable estimate to be made of the value of work installed. The detail of the cost breakdown must be sufficient to provide timely processing of the monthly progress payment request.

5. The cost breakdown will be subject to the approval of the Engineer, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities of work. The cost breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payments. The Engineer shall be the sole judge of the adequacy of the cost breakdown.

6. The cost breakdown shall be solely used to determine progress payments. The cost breakdown shall not be considered in determining payment or credit for additional or deleted work.

7. Application for payment will not be accepted by Engineer until Contractor's Schedule of Values is accepted by Engineer.

8. The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

9. The estimate shall be signed by the Engineer and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

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10-03. Substitution of Securities.

1. At such times that Pubic Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.

(c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

(d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars ($500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.

(h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

(i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

(j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

(k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.

(l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with City or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of City, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by City or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared and executed by City, the Contractor and the escrow agent, which may be City. The escrow agreement shall specify,

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among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow. City shall have no obligation to enter any such Agreement that does not provide the City with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. After the Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified in the final inspection and delivered all required documentation, Contractor may make application for final payment following the procedure for progress payments.

Such final application shall be signed by the Engineer, and after approval, the City shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments. Should any payment due the Contractor or any estimate be delayed, through fault of the City beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the City shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the pay request; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of final payment.

The date of payment of any request shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the Engineer and approved by the City increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

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When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D,"Extra Work", and Section 9-1.03,"Force Account Payment" of the Standard Specifications.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of five hundred dollars ($500.00) per day for each and every calendar day's delay beyond the time prescribed.

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Litigation and Forum Selection. Contractor and City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

The parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and

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remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract.

11-04. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

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TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work.

The work includes the design and construction of a Class I trail along the North Coast Railroad Authority (NCRA) corridor between Gobbi Street and Commerce Drive in Ukiah, CA. Where the trail intersects a road crossing, at Gobbi Street, Talmage Road, and Commerce Drive, there will be intersection improvements that include striping, signage, crosswalks, ramps, pedestrian refuge islands, sidewalks, curb & gutters.

Prior to the start of excavation work, the Contractor will be required to pothole existing utilities and other underground piping for the purpose of verifying location and depth. The limited pothole information indicated on the Plans reflects a baseline sampling of potential utility conflicts identified during the design of the project. The Contractor is responsible for potholing at these locations at a minimum, though additional utility location efforts may be required by the Contractor to positively locate all utilities impacted by the project. As a part of the Work, the Contractor will be responsible for performing all survey and construction layout work and performing testing and quality control work. The Contractor should familiarize himself with the local conditions of the project sites. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Mary Horger at (707) 463-6233.

12-02. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details (Special Provisions)
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. General locations and linear quantities of the work are shown in on the Plans. The Plans consist of thirty-two (32) sheets numbered 1 through 32 and they are hereby made a part of the Contract Documents.

12-04. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-05. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work. The Contractor shall obtain an encroachment permit from the City of Ukiah Public Works Department at no cost prior to the start of the Work. The encroachment permit will not be issued until the Contract Agreement and bonds have been executed, submitted, and accepted by the City and all insurance endorsements have been submitted to and accepted by the City's Risk Manager.

It shall be the responsibility of the Contractor to become familiarized with any requirements necessary for obtaining the Encroachment Permits.

The Contractor must, without additional expense to the City, obtain all licenses, permits and other approvals required for the performance of the Work, including NCRA encroachment permits. *Excluding the actual permit fees payable to the Railroad,* all costs for obtaining the NCRA Encroachment Permit, shall be included in the prices paid to the Contractor for various items of work and no additional compensation.

The draft conditions listed below are the anticipated conditions to be included as part of the NCRA Encroachment

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Permit to Construct within the NCRA right of way. The Contractor shall abide by and comply with all NCRA Encroachment Permit Conditions, including but not limited to the following anticipated conditions:

a. NCRA shall be given written notice two weeks before the start of any work within NCRA right of way
b. A construction work plan shall be submitted including a plan to access work within NCRA right of way
c. NCRA shall be provided detailed botanical information on all new planting within NCRA right of way for final approval
d. During construction NCRA shall be afforded the opportunity to check elevations of all drainage facilities that affect drainage within NCRA right of way.
e. NCRA shall be given the opportunity to verify construction staking and to check horizontal offsets from the centerline of track and elevations.
f. No equipment shall operate on NCRA track without a specific access plan approved by an NCRA representative.
g. No equipment shall be left parked nor material placed within 8' – 6" of the track.
h. This permit is being granted with the understanding that all construction shall be complete before regular freight service is restored. See Section 12-08 Public Convenience for additional requirements for working in NCRA right of way.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation 2015, are hereby made a part of these special provisions, and are hereinafter referred to as "Standard Specifications" and "Standard Plans." These special provisions specify the qualitative technical requirements of the project.

Whenever in the Standard Specifications and the Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation - The City Council.

Director of Public Works - The City of Ukiah Director of Public Works/City Engineer..

Engineer - The Engineer, designated by the City Council, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the City of Ukiah and approved by Caltrans to test materials and work involved in the contract.

NCRA – The North Coast Railroad Authority

The Railroad – The NCRA

NWP Co.- Northwestern Pacific Railroad Company, NCRA's Operator

State or Owner - The City of Ukiah or California Department of Transportation (Caltrans)

Other terms appearing in the Standard Specifications and the Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (City) Special Provisions

2. (City) Project Plans

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3. City Standard Plans and Details

4. Standard Plans

5. Standard Specifications

12-07. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-08. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass through the work. In addition, if the NCRA's Operator NWP Co. is conducting railway maintenance work during the duration of the contract, the contractor will be required to have "Roadway Worker Safety" training by the operator and place red cones on the center of the track 500 feet on either ends of the daily work limits.

12-09. Maintaining Traffic. Attention is directed to Section 7-1.03, "Public Convenience," 7-1.04, "Public Safety," 12-1.01, "General," and 12-3,"Temporary Traffiic Control Devices," of the Standard Specifications.

The Work Area shall be open to through vehicular traffic during non-working hours.. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Access to abutting property and driveways shall be maintained during the performance of the work. The Contractor is advised that commercial and residential businesses abut the Project Area. The Contractor shall provide advance written notification of the work and of temporary closures of driveways to the abutting property owners or managers of the businesses at least 2 business days prior to the start of the Work or the temporary closure of the driveway to the respective business property. The format and content of the Notice by the Contractor shall be approved by the Engineer prior to its issuance to the public. The Contractor shall provide trench plates at driveways and left turn pockets after the trench and roadway excavation has been made at those particular locations.

Full costs for "Maintaining Traffic," including "Flagging Costs" and providing and maintaining access to abutting property, shall be considered as included in the lump sum bid items for **Construction Area Signs** and **Traffic Control System** and no additional compensation will be made.

12.10. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

The Contractor's attention is also directed to Section 13, "Water Pollution Control," of the Standard Specifications and to Section 13-3, "Storm Water Pollution Prevention Plan", of the Standard Specifications concerning the requirement for submittal to the Engineer for approval a Storm Water Pollution Prevention Plan (SWPPP) for the control of pollution to adjacent drainage courses during the construction of the project. Said SWPPP shall include the erosion control provisions required by Section 13, "Water Pollution Control", of the Construction Details.

12-11. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one (1) year from the date of final acceptance, except where longer warranties are specified herein. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

12-12. Utilities. No water, sewer or electrical services will be provided by the owner. It is the Contractor's sole responsibility to arrange such services as necessary.

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12-13. Dust Control. Dust control shall conform to the provisions of Section 18 “Dust Palliatives” of the Standard Specifications.

In accordance with the recommendations contained in the certified Project EIR, dust shall be managed all active construction areas by water at least twice daily and more often during hot or windy periods or use of a dust palliative. The active areas adjacent to businesses and residential areas shall be kept damp at all times. Hauling trucks shall be covered or at least a two-foot freeboard shall be maintained.

Unpaved access roads, parking areas for construction equipment and construction employee vehicles, staging areas, and storage areas shall be paved with hot mix asphalt or have a stabilized access in accordance with the details of TC-1, “Stabilized Construction Entrance/Exit,” of the Caltrans Construction Site Best Management Practices Manual or Standard Plan T58. Unpaved construction staging areas shall receive the application of either water twice daily or a dust palliative. All paved access roads, parking areas, staging areas, storage areas, and public roads impacted by the work of the project shall be swept daily with street sweepers equipped with water spray to remove soil materials that have been deposited on these surfaces by reason of the work.

The Contractor shall enclose, cover, or water twice daily or apply non-toxic soil stabilizers or install erosion control blankets to or on exposed stockpiles, embankment slopes, and cut slopes.

Traffic speeds on unpaved surfaces shall be limited to a maximum speed of 15 mph.

12-14. Noise Control. The Contractor’s attention is directed to the provisions of Section 14-8.02, “Noise Control", of the Standard Specifications and Section 9.08, Saturday, Sunday, Holiday, and Night Work, of these General Conditions concerning the control of noise emissions and authorized work hours and days. Between 7:00 a.m. and 7:00 p.m., noise from Contractor’s operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dB at a distance of 50 feet from the noise source.

The Contractor shall notify all residents within a 500-foot radius of the construction site about the proposed construction schedule. The notification shall be in writing and it shall be developed by the Contractor and submitted to the Engineer for approval a minimum of 5 working days prior to the proposed public notification.

The City shall provide a Noise Disturbance Coordinator who shall be responsible for acting on any local complaints concerning the construction noise being generated by reason of the work of the project. The Contractor shall conspicuously post a telephone number for the Noise Disturbance Coordinator at the construction site and he shall include it in the construction schedule notice to be provided to the residents. The Noise Disturbance Coordinator shall investigate the noise complaint allegations and shall require the Contractor to implement reasonable measures to mitigate the noise level in accordance with the requirements of these General Conditions and of the Standard Specifications.

The Contractor shall locate all stationary noise generating construction equipment such as air compressors and generators as far as practical from the nearby residences and other noise sensitive land uses. The noise source shall be acoustically shielded when practical. The Contractor shall prohibit unnecessary idling of internal combustion engines.

12-15. Watering. The application of water shall be performed in accordance with the provisions of Section 10-6, “Watering,” and Section 18, “Dust Palliatives,” of the Standard Specifications except as modified by these Special Provisions. Full compensation for applying water where called for or as directed by the Engineer and for developing the water supply shall be considered as included in the prices paid for the various contract items and no additional compensation will be made therefore. The Contractor is advised that water may be obtained from fire hydrants within the project area under permit with the City’s Public Utilities Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at Public Utilities Department-Water Division Building within the City’s Corporation Yard located at 1320 Airport Road, (707) 463-6200.

12-16. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, work schedule, and among other items, the responsibilities

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and procedures of each of the interested parties including the city, the NCRA, and its agents, to assure that the project will be completed in accordance with the contract documents.

12-17. Progress Schedule. Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.02C, "Level 2 Critical Path Method Schedule," of the Standard Specifications. Critical Path Method (CPM) schedules shall be prepared using Microsoft Project software, or an equivalent software application approved by the Engineer. After baseline schedule is accepted by the Engineer, Contractor shall update and submit CPM schedule to Engineer for review every 2 calendar weeks.

12-18. Progress Meetings. The Engineer shall schedule, arrange and conduct progress meetings. These meetings shall be conducted once per week, or as mutually agreed by Contractor and City, and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, and others, who are active in the execution of the Work. The purpose of these meetings shall be to review the Contractor's CPM schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings and record the meeting minutes.

12-19. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project. In addition, if the NCRA's Operator NWP Co. is conducting railway maintenance work during the duration of the contract, the contractor will be required to have "Roadway Worker Safety" training by the operator and place red cones on the center of the track 500 feet on either ends of the daily work limits.

12-20. Public Notification. The Contractor shall be responsible for all public notification regarding construction work, including detours, lane and street closures, hours of operations, and notification of effected commercial businesses within 1000 feet of the construction. For any business impacted by construction, the Contractor shall provide adequate sized on-site signage indicating that businesses are open during construction. The Contractor shall prepare public noticing via the newspaper, radio announcements, notification of the emergency vehicle agencies, public transit, Ukiah Unified School District, Ukiah Municipal Airport, access off Gobbi Street , Talmage Road, and Commerce Drive will be affected by potential detours and street closures, with recommended alternate routes of travel. Access will be restricted to businesses and residents only during construction closures. Location of Street Closures signage shall be positioned to give motorists the ability to use alternate routes prior to coming to a dead end road closed for construction. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval prior noticing to the public. All public noticing shall be performed a minimum of one week prior to instituting traffic control, and lane or street closures. The tentative construction schedule shall be included in the public noticing, and the use of temporary traffic signalization of intersections shall be noted. **The Contractor shall submit all public notice language to the City Engineer for approval prior to publication of notices. All road closures, detour routes, and traffic control including temporary lane closure plans shall be submitted by the Contractor to the City Engineer for approval prior to public noticing and use.**

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STANDARD PLAN LIST

The following Standard Plans are incorporated by reference:

A3A	A3B	A3C	A10A	A10B	A10C	A10D	A10E	A10F	A10G
A20A	A20B	A20C	A20D	A24A	A24B	A24C	A24E	A62A	A62D
A62F	A73A	A73B	A73C	A85	A85A	A85B	A87A	A88A	A88B
D71	D72B	D74C	D77B	D78A	D89	D97C	H51	T3A	T3B
T13	T14	T51	T52	T53	T54	T55	T56	T57	T58
T59	T61	T62	T63	T64	T65	BO-3	B3-3B	B3-5	B3-6
RS1	RS2	RS3	S95	ES-1A	ES-1B	ES-1C	ES-2B	ES-2C	ES-2D
ES-3A	ES-3C	ES-4A	ES-4B	ES-4C	ES-4D	ES-4E	ES-5A	ES-5B	ES-5C
ES-5D	ES-6A	ES-6B	ES-7A	ES-7B	ES-7D	ES-7E	ES-7M	ES-7N	ES-7Q
ES-7R	ES-8	ES-9A	ES-10	ES-11	ES-13A	ES-13B			

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

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DIVISION I GENERAL PROVISIONS

1 GENERAL

Not Used

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2 BIDDING

Add to section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the *Information Handout*	
Available as specified in the *Standard Specifications*	
Included with the project plans	
Available for inspection at the Transportation Laboratory	
Available for inspection at the District Office Telephone no.: _____	
Available for inspection at: City of Ukiah Public Works Dept. Telephone no.: (707) 463-6755	Logs of test borings

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3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.06:

The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

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4 SCOPE OF WORK

Replace section 4-1.03 with:

The work includes the design and construction of a Class I trail along the North Coast Railroad Authority (NCRA) corridor between Gobbi Street and Commerce Drive in Ukiah, CA. Where the trail intersects road crossings, at Gobbi Street, Talmage Road, and Commerce Drive, there will be intersection improvements that include striping, signage, crosswalks, ramps, pedestrian refuge island, sidewalks, curb & gutters. The work includes clearing and grubbing, demolition, SWPPP implementation, erosion controls and BMPs, excavation, fill, grading, compaction,

retaining wall, curb, gutter, sidewalk, pedestrian ramps, asphalt paving, striping, signing, and related improvements. The work is within the State Right-of-Way and City Right-of-Way.

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5 CONTROL OF WORK

Add to section 5-1.01:

Physical work on the site shall not commence until a "No Fee" encroachment permit is issued by the City of Ukiah and a $1000 fee encroachment permit is issued by the NCRA to the Contractor.

Add to section 5-1.20A:

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

Coincident or Adjacent Contracts

City Contract no.	County–Route–Post Mile	Location	Type of work
17-12	Gobbi Street Talmage Road Commerce Drive	City of Ukiah, North Coast Railroad Authority (NCRA) corridor between Gobbi and Commerce Drive	Intersection improvements, striping, signage, crosswalks, ramps, pedestrian refuge islands, sidewalks, and curb & gutters.

Replace section 5-1.26 with:

Construction surveying including horizontal and vertical control and construction staking shall be the responsibility of the Contractor. Vertical and horizontal control is to be established from the existing Control Points established by the City and shown on the Plans. Vertical Control Points are shown on the Plans. Construction stakes shall be reviewed and approved by the Owner's representative and the NCRA prior to construction.

Prior to the start of excavation work, the Contractor will be required to pothole existing utilities and other underground piping for the purpose of verifying location and depth a minimum of five working days in advance of excavation. The limited utility information indicated on the Plans reflects a baseline sampling of potential utility conflicts identified during the design of the project. The Contractor is responsible for potholing at these locations at a minimum. Additional utility location efforts may be required by the Contractor to positively locate all utilities impacted by the project. As a part of the Work, the Contractor will be responsible for performing all survey and construction layout work and performing testing and quality control work.

Add to section 5-1.36A:

All temporary facilities are the responsibility of the Contractor and the removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the installation and removal of the Contractor's temporary facilities.

The City will not arrange temporary water, sewer or electrical services for construction. It is the Contractor's sole responsibility to arrange such services as necessary with the applicable utility provider(s).

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6 CONTROL OF MATERIALS

Add to section 6-2.01:

6-2.01A General

The Contractor shall be responsible for controlling the quality of the materials incorporated into the work and of the work performed, and shall cooperate with the City of Ukiah for necessary sampling requested by the City for material testing per the City's Quality Assurance Program (QAP).

Contractor shall schedule all tests required by the City's QAP in time to avoid any delay to the progress of the Work. Contractor shall provide timely notice to all necessary parties as specified in the Contract Documents. Owner shall bear the initial cost of testing to be performed by independent testing consultants retained by Owner. However, Contractor shall be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs. Prior to any removal, reconstruction or rework of any work item already incorporated into the project, the Contractor shall first obtain the approval of the City of Arcata as to the Contractor's proposed methods for removal, reconstruction, or rework.

In addition, if any portion of the work, which is subject to testing, is covered or concealed by Contractor prior to testing, Contractor shall bear the cost of making that portion of the Work available for the testing required by the Contract Documents, and any associated repair or remediation costs.

All materials, equipment, and workmanship used in the Work shall be subject to inspection by Owner's Inspector at all times and locations during construction and/or fabrication. All manufacturers' application or installation instructions shall be provided to the Inspector at least ten (10) days prior to the first such application. Contractor shall, at all times, make the Work available for inspection. Any Work that fails to comply with the requirements of the Contract Documents shall be promptly repaired, replaced, or corrected by Contractor, at Contractor's sole expense. In addition, if any portion of the Work is improperly covered or concealed by the Contractor prior to inspection, Contractor shall bear the cost of making that portion of the Work available for inspection, and any associated repair or remediation costs. The Contractor shall be responsible for all material and functional testing required for all electrical, lighting and traffic signal equipment as required by the Standard Specifications.

If required off-site testing and/or inspection must be conducted at a location more than one hundred (100) miles from the Project site, Contractor shall be responsible for the additional travel costs required for testing and/or inspection at such locations. Contractor shall be solely responsible for any delay occasioned by remediation of noncompliant Work.

The frequency of sampling and testing shall be in accordance with the City's approved Quality Assurance Program (QAP), which is available for review upon request.

PRELIMINARY - NOT FOR BIDDING

6-2.01B Measurement and Payment

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

When initial tests indicate non-compliance with the Contact Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the cost thereof shall be paid by the Contactor.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace section 7-1.02K(6)(j)(iii) with:

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of existing earth material

containing lead and existing yellow thermoplastic and yellow painted traffic strip containing lead.

Submit a lead compliance plan not less than 15 days prior to the start of the removal operations.

Lead is present in earth material on the job site. The average lead concentrations are below 1,000 mg/kg total lead and below 5 mg/L soluble lead. The earth material on the job site:

1. Is not a hazardous waste

2. Does not require disposal at a permitted landfill or solid waste disposal facility

Lead is typically found within the top 2 feet of material in unpaved areas of the highway. Reuse all of the excavated material on the right-of-way. Haul and place the excavated material on the right-of-way at locations shown on the Plans.

Handle the material under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA

2. CA RWQCB, Region 1

3. CA Department of Toxic Substances Control

Residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking contains lead chromate. The average lead concentration is greater than or equal to 1000 mg/kg total lead or 5 mg/l soluble lead. When applied to the roadway, the yellow thermoplastic and yellow painted traffic stripe and pavement marking contained as much as 2.6 percent lead. Residue produced from the removal of this yellow thermoplastic and yellow painted traffic stripe and pavement marking contains heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 California Code of Regulations. For bidding purposes, assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq. Yellow thermoplastic and yellow paint may produce toxic fumes when heated.

Lead compliance plan must include the removal, containment, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The plan must include:

1. Objective of the operation.

2. Removal equipment.

3. Type of hazardous waste storage containers.

4. Container storage location and how it will be secured.

5. Hazardous waste sampling protocol and QA/QC requirements and procedures.

6. Qualifications of sampling personnel.

7. Analytical lab that will perform the analyses.

8. CA Department of Toxic Substances Control (DTSC) registration certificate and California Highway Patrol (CHP) Biennial Inspection of Terminals (BIT) Program compliance documentation of the hazardous waste hauler that will transport the hazardous waste.

9. Disposal site that will accept the yellow thermoplastic and paint hazardous waste residue.

PRELIMINARY NOT FOR BIDDING

The yellow thermoplastic and yellow painted traffic stripe and pavement marking material shall not be disposed of on site. When disposing of material:

1. Disclose the lead concentration of the material to the receiving property owner when obtaining authorization for disposal on the property

2. Obtain the receiving property owner's acknowledgment of lead concentration disclosure in the written authorization for disposal

3. You are responsible for any additional sampling and analysis required by the receiving property owner

If you choose to dispose of the yellow thermoplastic and yellow painted traffic stripe and pavement marking material at a commercial landfill:

1. Transport it to a Class III or Class II landfill appropriately permitted to receive the material

2. You are responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill

Add to section 7-1.03:

The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass through the work.

Add to section 7-1.04:

The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

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8 PROSECUTION AND PROGRESS

Add to section 8-1.02C(1):

Level 2 Critical Path Method (CPM) Progress schedule will be required for this contract and shall conform to the provisions in Section 8-1.02C, "Level 2 Critical Path Method Schedule," of the Standard Specifications. After baseline schedule is accepted by the Engineer, Contractor shall update and submit CPM schedule to Engineer for review every 2 calendar weeks. Progress schedule will be paid for as described in Section 13-04.7.

Add to section 8-1.02C(3)(a):

Critical Path Method (CPM) schedules shall be prepared using Microsoft Project software or approved equivalent.

Replace section 8-1.02E with:

The Engineer shall schedule, arrange and conduct progress meetings. These meetings shall be conducted once per week, or as mutually agreed by Contractor, City and Caltrans, and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, and others, who are active in the execution of the Work. The purpose of these meetings shall be to review the Contractor's CPM schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings and record the meeting minutes.

PRELIMINARY - NOT FOR BIDDING

Replace section 8-1.03 with:

A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, work schedule, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents. Engineer will prepare and distribute an agenda for the preconstruction conference.

Add to section 8-1.04B:

The Contractor shall obtain and pay for all permits required to complete this work except the required City of Ukiah encroachment permit for work within the City right-of-way. The Contractor shall obtain an encroachment permit from the City of Ukiah Public Works Department at no cost prior to the start of the Work. The encroachment permit will not be issued until the Contract Agreement and bonds have been executed, submitted, and accepted by the City and all insurance endorsements have been submitted to and accepted by the City's Risk Manager.

Replace "Reserved" in section 8-1.04C with:

Physical work on the site shall not commence until a "No Fee" encroachment permit is issued by the City of Ukiah to the Contractor.

The Contractor shall apply for and obtain an encroachment permit from the California Department of Transportation (Caltrans) to construct improvements within the State Right-of-Way. All costs associated with applying for, obtaining and maintaining said permit shall be borne by the Contractor.

Do not start job site activities until the Department authorizes or accepts your submittal for:

1. SWPPP
2. Traffic Control Plan
3. Lighting equipment
4. Prefabricated Rail Car Bridge
5. Retaining Wall System

Submit these items, submittals for other long lead time items, within 5 days after Notice to Proceed has been issued.

Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. *Notice of Materials To Be Used* form.
2. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
3. Written statement from the vendor that the order for electrical material has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
4. Written statement from the vendor that the order for pre-fabricated rail car bridge has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
5. Written statement from the vendor that the order for keystone walls has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

PRELIMINARY - NOT FOR BIDDING

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9 PAYMENT

Not Used.

^^

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Not Used.

^^^

11 WELDING

Welding shall conform to the provisions in Section 11, "Welding," of the Standard Specifications

^^^

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

Prior to commencing construction which will affect existing traffic, the Contractor shall submit for review by the Engineer, a Traffic Control Plan on 11" x 17" paper which contains only information specifically related to work zone traffic control, including pedestrian traffic control. The plan will show which *California* MUTCD typical application is to be used for each work operation. If the Contractor proposed to use the current edition of the MUTCD in specific work operations, they shall submit in writing for consideration which Typical Application Diagram will be used for each work operation. A Traffic Control Plan or proposal shall be submitted to the Engineer for review at least two weeks prior to implementation.

The Traffic Control Plan shall be prepared by, sealed and signed a California licensed civil or traffic engineer and contain a title block which contains the Contractor's name, address, phone number, project superintendent's name, contract name, dates and hours traffic control will be in effect, and a space for review acknowledgment.

The content of the Traffic Control Plan shall include, but is not limited to, the following:

A. Show location and limits of the work zone.
B. Give dimensions of lanes affected by traffic control that will be open to traffic.
C. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans standard.
D. Dimension location of signs and cone tapers.
E. Identify side streets and driveways affected by construction and show how they will be handled.
F. Show how pedestrian traffic will be handled through the construction site.
G. Show how public transit will be handled through the construction area.
H. Demonstrate how two-way traffic will be maintained.
I. Identify message board locations. A minimum of 2 changeable message boards and 2 arrow boards shall be required.

No work except for installation of project identification signs will be allowed to commence prior to approval of the Work Zone Traffic Control Plan.

PRELIMINARY - NOT FOR BIDDING

Add to section 12-1.02:

In the Standard Plans, Note 10 on Standard Plan T10, Note 9 on Standard Plan T10A, Note 5 on Standard Plan T11, Note 6 on Standard Plan T12, Note 5 on Standard Plan T13, and Note 4 on Standard Plan T14 are revised to read:

"All traffic cones used for night lane closures shall have reflective cone sleeves as specified in the specifications."

The second and third paragraphs of Section 12-3.02, "Traffic Cones," of the Standard Specifications are amended to read:

"The outer section of the portion above the base of the traffic cone must be translucent and fabricated of a highly pigmented, orange, PV compound. The overall height of a traffic cone must be at least 28 inches and the bottom inside diameter of the traffic cone must be at least 10.5 inches."

"During the hours of darkness, a traffic cone must have a retroreflective cone sleeve."

Reflective cone sleeves shall conform to the following:

1. Removable, flexible, retroreflective cone sleeves fabricated from 13-inch-wide retroreflective sheeting with cone the cone sleeves placed a maximum of 3 inches from the top of the cone. Do not use the sleeves during daylight hours.
2. Permanently affixed, semitransparent, retroreflective cone sleeves fabricated from 13-inch-wide, semitransparent, retroreflective sheeting with the cone sleeves placed a maximum of 3 inches from the top of the cone. You may use traffic cones with semitransparent retroreflective cone sleeves during daylight hours.
3. Permanently affixed, double-band, retroreflective cone sleeves consisting of 2 white retroreflective bands. The top band must be 6 inches wide and placed a maximum of 4 inches from the top of the cone. The lower band must be 4 inches wide placed 2 inches below the bottom of the top band. You may use traffic cones with double-band retroreflective cone sleeves during daylight hours.

The type of reflective cone sleeve used shall be at the option of the Contractor. Only one type of reflective cone sleeve shall be used on the project.

Lane closures shall conform to the provisions in the section of these construction details entitled "Traffic Control System for Lane Closure."

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

The Contractor shall notify local authorities of his intent to begin work at least 5 days before work is begun.

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper.

A minimum of one paved traffic lane, not less than 10 feet wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than 2 such lanes shall be open to public traffic.

No work that interferes with public traffic shall be performed between 7 a.m. and 9 a.m. nor between 3 p.m. and 6 p.m. except work required under said Sections 7-1.03 and 7-1.04.

PRELIMINARY - NOT FOR BIDDING

Except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays; and when construction operations are not actively in progress. On Saturdays, Sundays and designated legal holidays, one lane may be closed to public traffic for the sole purpose of maintaining the surface as required in Section 37-2.01C(6), "Finishing," of the Standard Specifications. Lane closures on Saturdays, Sundays and designated legal holidays shall be restricted to daylight hours when public traffic will be least inconvenienced and delayed, as determined by the Engineer.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Replace section 12-1.03 with:

No work shall commence until traffic control signing has been approved by the Engineer.

Exact locations of Project Identification signs and Advance Notice signs (Section 12-4 "Maintaining Traffic") shall be determined in the field by the Engineer.

Except as noted elsewhere, only one lane may be closed at a time and no lanes shall be closed at any other hours unless specifically approved by the Engineer. The Contractor shall maintain vehicle access to adjacent streets, homes, businesses and other properties at all times while work is in progress except when necessary construction precludes such access for reasonable periods of time as determined by the Engineer.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

The Contractor will be required to maintain vehicle access to homes, businesses and other properties within the block where work is in progress.

The Contractor shall maintain 2-way traffic for all work on Gobbi Street, Talmage Road, and Commerce Drive.

The Contractor shall keep the City of Ukiah Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at (707) 463-6261 daily to report any traveled way closure. This requirement applies immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane local streets.

If the Contractor has been given an approved Traffic Control Plan that includes road closures, they will be required to maintain vehicular access to homes and other properties where work is in progress within the closure area.

Existing and regulatory signs are to be temporarily relocated, as directed by the Engineer, until new traffic signals are in place and operable for two-way traffic.

Seventy-two (72) hours prior to construction, the Contractor shall place a notice on each front door, and attempt to notify each owner or tenant verbally that work will be underway within his block between stated hours, and request that cars be parked out of the roadway by 9:00 a.m. Service of notice shall not bar use of cars within the

PRELIMINARY - NOT FOR BIDDING

block; however, as individual plans change and emergencies may arise.

Cross streets will require maintenance of at least one-half (½) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 9:00 a.m. and 3:00 p.m.

Existing traffic signals shall remain in service at all times.

Barricades and flaggers shall be positioned to allow safe turns at intersections.

Replace section 12-1.04:

The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work shall be considered as included in the contract lump sum price paid for “traffic control system” and no additional allowances.

Add to section 12-3.10:

Type III Barricades shall conform to Section 12-3.10 “Barricades”, of the Standard Specifications.

Add to section 12-3.11A(1):

Construction area traffic control signs, equipment and devices shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 7-1.03 and Section 12 of the Standard Specifications, the California Manual on Uniform Traffic Control Devices, and the latest edition (MUTCD), and as directed by the Engineer.

Notify Underground Services Alert (USA) at (800) 227-2600 a minimum of 2 working days prior to installing signposts.

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from these responsibilities.

Add to section 12-3.32C:

Start displaying the message on the portable changeable message signs 15 minutes before closing the lane.

Provide four (4) portable changeable message signs.

Place the portable changeable message signs in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Shoulder closure

For 5 days, starting on the day of signal activation, place 1 portable changeable message sign in each direction of travel and display the following message: "SIGNAL AHEAD -- PREPARE TO STOP."

Add to section 12-4.02A:

The Work Area shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Access to abutting property and driveways shall be maintained during the performance of the work. The Contractor is advised that commercial businesses abut the Project Area. The Contractor shall provide advance written notification of the work and of temporary closures of driveways to the abutting owners or managers of the business at least 5 business days prior to the start of the Work or the temporary closure of the driveway to the respective business property. The format and content of the Notice by the Contractor shall be approved by the Engineer prior to its issuance to the public. The Contractor shall provide trench plates at driveways and left turn pockets after the trench and roadway excavation has been made at those particular locations.

PRELIMINARY - NOT FOR BIDDING

Full costs for "Traffic Control System," including "Flagging Costs" and providing and maintaining access to abutting property, shall be considered as included in the bid item for “Traffic Control System,” and no additional compensation will be made therefor.

Designated holidays are shown in the following table:

Designated Holidays

Holiday	Date observed
New Year's Day	January 1st
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

PRELIMINARY - NOT FOR BIDDING

If a designated holiday falls on a Sunday, the following Monday is a designated holiday. If November 11th falls on a Saturday, the preceding Friday is a designated holiday.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

For all work, if work vehicles or equipment are parked within 6 feet of a traffic lane, close the shoulder area with fluorescent orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Use a W20-1, "Road Work Ahead," W21-5b, "Right/Left Shoulder Closed Ahead," or C24(CA), "Shoulder Work Ahead," sign mounted on a crashworthy, portable sign support with flags. The sign must be 48 by 48 inches and placed as ordered by the Engineer. If a cone or delineator is displaced or overturned, immediately restore the device to its original position or location.

No work shall commence until Contractor’s Traffic Control Plan has been approved by the Engineer.

Exact locations of Project Identification signs and Advance Notice signs shall be determined in the field by the Engineer.

Except as noted elsewhere, only one lane may be closed at a time and no lanes shall be closed at any other hours unless specifically approved by the Engineer. The Contractor shall maintain vehicle access to adjacent streets, homes, businesses and other properties at all times while work is in progress except when necessary construction precludes such access for reasonable periods of time as determined by the Engineer.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 12 feet without written approval from the Engineer.

The Contractor will be required to maintain vehicle access to homes, businesses and other properties within the block where work is in progress.

The Contractor shall keep the City of Ukiah Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at (707) 463-6261 **daily** to report any traveled way closure. This requirement applies immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane local streets.

If the Contractor has been given an approved Traffic Control Plan that includes road closures, they will be required to maintain vehicular access to homes and other properties where work is in progress within the closure area.

Existing and regulatory signs are to be temporarily relocated, as directed by the Engineer, until new traffic signals are in place and operable for two-way traffic.

Seventy-two (72) hours prior to construction, the Contractor shall place a notice on each front door, and attempt to notify each owner or tenant verbally that work will be underway within his block between stated hours, and request that cars be parked out of the roadway by 9:00 a.m. Service of notice shall not bar use of cars within the block; however, as individual plans change and emergencies may arise.

Cross streets will require maintenance of at least one-half (½) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 9:00 a.m. and 3:00 p.m.

Existing traffic signals shall remain in service at all times.

Barricades and flaggers shall be positioned to allow safe turns at intersections.

Replace section 12-4.02A(3)(b) with:

Every Monday by noon, submit a closure schedule request of planned closures for the next week period. The next week period is defined as Friday midnight through the following Friday midnight.

Submit a closure schedule request not less than 25 days and not more than 125 days before the anticipated start of any activity that reduces:

1. Horizontal clearances of traveled ways, including shoulders, to 2 lanes or less due to activities such as temporary barrier placement and paving
2. Vertical clearances of traveled way, including shoulders, due to activities such as pavement overlays, overhead sign installation, falsework, or girder erection

Submit closure schedule amendments, including adding additional closures, by noon at least 3 business days before a planned closure.

Cancel closure requests using Lane Closure System (LCS) at least 48 hours before the start time of the closure.

The contractor will be notified through LCS of unauthorized closures or closures that require coordination with other parties as a condition for authorization.

The Engineer may reschedule a closure cancelled due to unsuitable weather.

If a closure is not opened to traffic by the specified time, suspend work. No further closures are allowed until the Engineer has reviewed and authorized a work plan submitted by you that ensures that future closures will be opened to traffic by the specified time. Allow 2 business days for review of your proposed work plan. The Department does not compensate you for your losses due to the suspension of work resulting from the late opening of closures.

PRELIMINARY - NOT FOR BIDDING

Notify the Engineer of delays in your activities caused by:

1. Your closure schedule request being denied although your requested closures are within the specified time frame allowed for closures. The Department does not compensate you for your losses due to amendments to the closure schedule that are not authorized.
2. Your authorized closure being denied.

If you are directed to remove a closure before the time designated in the authorized closure schedule, you will be compensated for the delay.

Replace section 12-4.02C(3)(f) with:

Lane Closure Restrictions for Designated Holidays

Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
xx	**H** xx									
	xx	**H** xx								
	xx		**H** xx	xx						
	xx			**H** xx						
				xx	**H** xx					
					xx	**H** xx				
						xx	**H** xx	xx		

Legend:

	Refer to lane requirement charts
xx	The full width of the traveled way must be open for use by traffic.
H	Designated holiday

PRELIMINARY - NOT FOR BIDDING

Add to section 12-4.02C(7):

12-4.02C(7)(a) General

Section 12-4.02C(7)(a) includes specifications for closing traffic lanes with stationary lane closures. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes signs.

Each vehicle used to place, maintain, and remove components of a traffic control system on a multilane highway must be equipped with a Type II flashing arrow sign that must be in operation whenever the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with a Type II flashing arrow sign not involved in placing, maintaining, or removing the components if operated within a stationary-type lane closure must display only the caution display mode. The sign must be controllable by the operator of the vehicle while the vehicle is in motion. If a flashing arrow sign is required for a lane closure, the flashing arrow sign must be operational before the lane closure is in place.

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

For a stationary lane closure made only for the work period, remove the components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

Add to section 12-4.04:

The Contractor is directed to Chapter 6D, Pedestrian and Worker Safety, in the *California* MUTCD, the improvement Plans, and these special provisions.

Pedestrians shall be provided with a safe, convenient and accessible path that, at a minimum, replicates the most desirable characteristics of the existing sidewalk, path or footpath.

The Contractor shall construct and maintain temporary pedestrian pathways through the work zone, where required, that shall be in compliance with the requirements of the Americans with Disabilities Act (ADA) and the MUTCD.

Pedestrian routes shall not be impacted for the purposes of any non-construction activities such as parking of vehicles or equipment, or stock piling of materials.

Pedestrians shall not be led into conflicts with work site vehicles, equipment or operations.

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13 WATER POLLUTION CONTROL

Add to section 13-1.01A:

The Contractor shall exercise precaution to limit the muddying or silting of live streams and drainage channels to the maximum extent practicable, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

Add to section 13-3.01A:

The project disturbs more than 1 acre, therefore a SWPPP is required.

The project is risk level 2.

Discharges of stormwater from the project must comply with the permit issued by the North Coast RWQCB for *National Pollutant Discharge Elimination System (NPDES) DWQ Construction General Permit, Permit No. 2009-0009.* The North Coast RWQCB permit governs stormwater and non-stormwater discharges resulting from construction activities in the project area. The North Coast RWQCB permit may be viewed at 5550 Skylane Blvd., Suite A, Santa Rosa, CA 95403.

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14 ENVIRONMENTAL STEWARDSHIP

PRELIMINARY - NOT FOR BIDDING

Add to section 14-1.02:

When the Engineer determines that temporary fence (Type ESA) is no longer required, remove and dispose of it under Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications.

Backfill and repair ground disturbance caused by the installation and removal of temporary fence (Type ESA), including holes and depressions, under Section 5-1.36, " Property and Facility Preservation," of the Standard Specifications.

Replace section 14-2.03A with:

Section 14-2.02 applies if archaeological resources are discovered at the job site. Archaeological resources include chipped or ground stone, historic debris, building foundations and human bone. Do not disturb the resources and immediately:

1. Stop all work within 100 feet of the discovery.
2. Protect the discovery area.
3. Notify the Engineer.

The City of Ukiah will provide a qualified archaeologist to assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with the City and other appropriate agencies.

Replace section 14-4 with:

If human remains of Native American origin are discovered during project construction, it is necessary to comply with state laws relating to the disposition of Native American burials, which fall within the jurisdiction of the Native American Heritage Commission (NAHC) (PRC 5097). If any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:

1. The county coroner has been informed and has determined that no investigation of the cause of death is required; and
2. If the remains are of Native American origin, the descendants of the deceased Native Americans have made a recommendation to the landowner or the person responsible for the excavation work for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provide in the PRC 5097.98.

Or:

3. The NAHC was unable to identify a decedent, or the descendent failed to make a recommendation within 24 hours after being notified by the commission.

If human remains are discovered during any demolition/construction activities, all ground-disturbing activities within a 330 foot radius of the remains shall be halted immediately, and the Mendocino County coroner shall be notified immediately, according to Section 5097.98 of the state Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined by the County coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The City shall consult with the Most Likely Descendant, if any, identified by the NAHC regarding the treatment and disposition of the remains.

Should paleontological resources be identified at any project construction site, the Contractor shall cease operation within a 330 foot radius of the discovery and immediately notify the City. The City will provide a qualified paleontologist to provide an evaluation of the find and to prescribe mitigation measures to reduce impacts to a less-than-significant level. In considering any suggested mitigation proposed by the paleontologist, the City shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the discovery, project design, costs, land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.

PRELIMINARY - NOT FOR BIDDING

Add to section 14-6.03B:

Construction shall not cause nest abandonment of special-status species of birds or destruction of active nests of species protected by the Migratory Bird Treaty Act or Section 3503 of the California Department of Fish and Wildlife (CDFW) Code (protection of nesting passerines). The following measures shall be implemented to avoid disturbing any special status species nesting above ground. Vegetation removal conducted during the nesting period shall require a pre-construction survey for active bird nests, conducted by a qualified biologist. No known active nests shall be disturbed without a permit or other authorization from the U.S. Fish and Wildlife Service (USFWS) and the CDFW.

1. For earth-disturbing activities occurring during the breeding season (March 1 through September 1), a qualified biologist shall conduct pre-construction surveys of all potential nesting habitat for all birds within 500 feet of earth disturbing activities.

2. If active special status bird nests are found during pre-construction surveys:

   a. A 500 foot no-disturbance buffer shall be created around active raptor nests during the breeding season or until it is determined that all young have fledged.

   b. A 250 foot buffer zone will be created around the nests of other special status birds and of all other birds that are protected by CDFW Code 3503. These buffer zones are consistent with CDFW avoidance guidelines; however, they may be modified in coordination with CDFW based on existing conditions at the project site.

3. If preconstruction surveys indicated that nests are inactive or potential habitat is unoccupied during the construction season, no further mitigation is required. Shrubs and trees that have been determined to be occupied by special status birds or that are located 500 feet from active nests may be removed.

4. If vegetation removal activities are delayed or suspended for more than two weeks after the pre-construction survey, the areas shall be resurveyed.

<u>The City of Ukiah will provide a qualified biologist.</u> The Contractor shall coordinate with the City of Ukiah and the biologist and schedule all surveys sufficiently in advance so as to not cause delays in the Work. The Contractor shall anticipate and incorporate such surveys into the construction schedule.

PRELIMINARY NOT FOR BIDDING

Replace the 2nd paragraph of section 14-8.02 with:

The Contractor's attention is directed to the provisions of Section 14-8, "Noise and Vibration", of the Standard Specifications and Section 9.08, Saturday, Sunday, Holiday, and Night Work, of the General Conditions concerning the control of noise emissions and authorized work hours and days.

Do not exceed 86 dBA LMax at 50 feet from the job site activities from 7:00 p.m. to 7:00 a.m. except you may operate equipment within the project limits during these hours to:

1. Service traffic control facilities
2. Service construction equipment

The Contractor shall notify all residents within a 500-foot radius of the construction site about the proposed construction schedule. The notification shall be in writing and it shall be developed by the Contractor and submitted to the Engineer for approval a minimum of 5 working days prior to the proposed public notification.

The City shall provide a Noise Disturbance Coordinator who shall be responsible for acting on any local complaints concerning the construction noise being generated by reason of the work of the project. The Contractor shall conspicuously post a telephone number for the Noise Disturbance Coordinator at the construction site and he shall include it in the construction schedule notice to be provided to the residents. The Noise Disturbance Coordinator shall investigate the noise complaint allegations and shall require the Contractor to implement reasonable measures to mitigate the noise level in accordance with these requirements and of the Standard Specifications.

The Contractor shall locate all stationary noise generating construction equipment such as air compressors and generators as far as practical from the nearby residences and other noise sensitive land uses. The noise source shall be acoustically shielded when practical. The Contractor shall prohibit unnecessary idling of internal combustion engines.

Add to section 14-9.02:

The Contractor shall comply with the Mendocino County Air Quality Management District Rules 1-410 and 4-130.

Add to section 14-11.08E:

Dust control shall conform to the provisions of Section 14-11.08E and Section 18 of the Standard Specifications.

In accordance with the recommendations contained in the certified Project EIR, all active construction areas shall be watered at least twice daily and more often during hot or windy periods. The active areas adjacent to businesses and residential areas shall be kept damp at all times. Hauling trucks shall be covered or at least a two-foot freeboard shall be maintained.

Unpaved access roads, parking areas for construction equipment and construction employee vehicles, staging areas, and storage areas shall be paved with hot mix asphalt or have a stabilized access in accordance with the Plans and referenced details. Unpaved construction staging areas shall receive the application of either water twice daily or non-toxic soil stabilizers. All paved access roads, parking areas, staging areas, storage areas, and public roads impacted by the work of the project shall be swept daily with street sweepers equipped with water spray to remove soil materials that have been deposited on these surfaces by reason of the work.

The Contractor shall enclose, cover, or water twice daily or apply non-toxic soil stabilizers or install erosion control blankets to or on exposed stockpiles, embankment slopes, and cut slopes.

Traffic speeds on unpaved surfaces shall be limited to a maximum speed of 15 mph.

Add to section 14-11.12A:

Submit a lead compliance plan under section 7-1.02K(6)(j)(ii).

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15 EXISTING FACILITIES

Add to section 15-1.01:

Neighboring property owner located at 401 Talmage Road have been notified the property's existing fence encroaches into the NCRA right of way and is to be relocated at the owners expense. Contractor to coordinate with property owner regarding the relocation of the fence. If the existing fence has not been relocated or removed, the contactor shall notify the Engineer for further direction.

The existing asphalt pavement located at 1117 Commerce Drive encroaches into the NCRA right of way and shall be removed up to the property line.

Existing Railroad Gate, foundation and associated electrical cabinetry shall be removed and salvaged to NWP Co. Existing conduits shall be capped and abandoned. Existing concrete foundation for Railroad gate shall be demolished and disposed of outside of NCRA right of way in accordance with these special provisions.

Existing Railroad Cabinet at Gobbi Street shall be relocated to be 4 feet east of the shoulder and existing conductors and conduit extended in kind. Existing concrete foundation shall be demolished and disposed of and cabinet shall be anchored to a concrete slab of the same dimensions and thickness to the existing slab.

The Contractor shall coordinate access and construction work related to demolition, excavation, installation of curb & gutter, sidewalk and conformance paving on the property at 400 Talmage Road.

Traffic stripes and markings shall be removed by any method that does not materially damage the existing

PRELIMINARY NOT FOR BIDDING

pavement. Residue resulting from removal operations shall be removed from pavement surfaces by sweeping or vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters drainage facilities. Traffic stripes shall be removed before any change is made in the traffic pattern.

Asphalt and concrete removal operations shall be performed without damage to any structure or facility that is to remain in place, and the Contractor shall, at his own expense, repair any such damage to the satisfaction of the Engineer.

Asphalt shall be removed along clean, straight lines and may be cut by any method which will not damage existing pavement, base or subgrade to remain in place. Edges of asphalt broken down during the making of subgrade shall be recut and removed before surfacing material or new asphalt pavement is placed, and no additional compensation will be made therefore. Sections of asphalt outside the lines and limits of removal shown on the Plans or established by the Engineer that are removed, broken or damaged by the action of the Contractor, or through his negligence or operations, shall be replaced by the Contractor at his own expense to the satisfaction of the Engineer.

The Contractor shall dispose of all Portland cement concrete and asphalt concrete generated from removal or demolition activities on the project at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantities (in tons) of the material delivered to a material recycler. All other excess materials from the project shall become the property of the Contractor and shall be disposed of offsite of railroad property by him at his expense

Existing improvements such as signs, posts and structures placed for the information, safety, direction and control of traffic, monuments, mailboxes, sprinklers, curb drains and other such obstructions which interfere with construction shall be carefully removed and replaced as shown on the Plans or as directed by the Engineer. The Contractor shall protect existing utilities during the removal of concrete, including shallow drain pipes and curb drains.

Traffic control devices and mailboxes shall remain in service at all times during construction.

All existing improvements, or portions thereof, to be replaced or to remain in place that are damaged or destroyed by the action of the Contractor, or through his negligence or operations, shall be repaired or replaced by the Contractor at his own expense to the satisfaction of the Engineer.

The Contractor shall remove other items, or portions thereof, such as pipe, fences, headers, planters, culverts, rubble, walls, walks, steps and similar facilities where shown on the Plans, or where necessary for new construction or installation indicated on the Plans, and as herein specified. Care shall be taken in the removal operations so as not to damage any structure or facility, or portion thereof, that is to remain in place, and the Contractor shall, at his own expense, repair any such damage to the satisfaction of the Engineer. Where only a portion of a wall or other facility is to be removed, the cut surface of the portion to remain in place shall be finished as necessary in a workmanlike manner satisfactory to the Engineer.

PRELIMINARY - NOT FOR BIDDING

Add to section 15-1.03

Care shall be taken to keep **frames and covers clean**. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items which are visible on the surface and will be covered by his operations. This shall be completed prior the start of operations and approved by the Engineer. Any materials that adhere to the frames and covers shall be removed.

Contractor shall exercise care during the work of lowering and raising covers to avoid any construction debris from entering into the manhole chamber. Any material which enters the manhole or connecting pipes shall be removed at the expense of the Contractor to the satisfaction of the City. In the event that a problem is reported, Contractor shall have on hand the necessary equipment and manpower, including traffic control devices and crew if deemed necessary, to open lids that are requested for review by the Engineer, at no additional cost to the City.

Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities (box and lid or frame and cover) found existing in a damaged condition, and reported to the Engineer before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

Care should be taken to prevent damage to existing water meter, meter stops, piping, and appurtenances prior to removal of the existing water meter box. Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities found existing in damaged condition, and reported to the Engineer before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

The contractor shall raise all water meter boxes in advance of concrete operations

The surface of the adjusted facilities shall be true to the new concrete surface to within one-eighth (1/8") inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall no vary to the high tolerance on one side and the low tolerance on the other (i.e. the total aggregate tolerance on both sides shall be limited to the 1/8" variation).

Prior to removal of an existing **manhole frame**, a platform to prevent debris from entering the sewer, storm drain or communication vault, shall be placed in the manhole above the top of the sewer or storm drain. The platform shall remain in place until all work on the manhole has been completed, the asphalt concrete has been placed around the manhole and all dirt and debris is removed from the platform.

Trimming of manhole cones (tapered section) will not be permitted.

All sections of the manhole grade rings shall be set in cement mortar and all joints smoothly grouted inside and out. The top of the completed manhole shall contain at least one three (3) inch grade adjustment ring. All manhole frames and covers shall be adjusted to grade after placement of the finish course of asphalt concrete.

Existing grade adjustment rings removed in the adjustment of manhole frames shall become the property of the Contractor. If undamaged and thoroughly cleaned of mortar, the grade rings may be reused in the work. If not so used, they shall be disposed of away from the work site at the expense of the Contractor.

The Contractor shall accurately locate and record the location of all manhole covers to be raised to grade. The Contractor shall furnish the Engineer a copy of said record prior to resurfacing the street. Where shown on the Plans and specified in these construction details, utility vaults, manholes and boxes will be adjusted to grade by the utility company that owns the facility. The contractor shall coordinate with utility companies in advance of scheduled work to provide adequate time for determination of work.

Add to section 15-1.03B:

Concrete sidewalk, curb ramp, medians, shoulder and curb and gutter designated on the Plans to be removed shall be removed by the Contractor. The Contractor shall dispose of all Portland cement concrete and asphalt concrete generated from removal or demolition activities on the project at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantities (in tons) of the material delivered to a material recycler. All other excess materials from the project shall become the property of the Contractor and shall be disposed of by him at his expense.

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16 TEMPORARY FACILITIES

Add to section 16-1.01:

All temporary facilities are the responsibility of the Contractor and the removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the installation and removal of the Contractor's temporary facilities.

PRELIMINARY - NOT FOR BIDDING

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DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

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Add to section 17-2.01:

Work by others – California Conservation Corps:

The scope of work as stated below is will be conducted by the California Conservation Corps (CCC) staff. The contractor shall coordinate with CCC to have the following scope of work completed as to not affect the contractors production and schedule.

- clearing and grubbing of the project limits
- planting soil amendment
- place wood mulch
- plant group c (trail trees)
- plant group a (no 1)
- plant group b (no 5)

Soils Testing

Soil Samples: Contractor shall provide a one-quart sample of the native or import topsoil to Soil and Plant Laboratory of Santa Clara, 408.727.0330, or approved equal, for their testing for conformance to this specification. No material shall be delivered to the site, graded on-site, or otherwise modified until the Owner's Representative approves the material. Testing costs for the initial samples and costs for any additional samples due to non-compliance shall be paid for by the Contractor.

Amendment Samples: Contractor shall provide a one-quart sample of each proposed amendment to Soil and Plant Laboratory of Santa Clara, (408) 727-0330, for their testing for conformance to this specification. No material shall be delivered to the site until the Owner's Representative approves the samples. Testing costs shall be paid for by the Contractor.

PRELIMINARY - NOT FOR BIDDING

Add to section 17-2.03A:

This work shall consist of removing all objectionable material within the limits shown on the Plans and as directed by the Engineer. Clearing and grubbing shall be performed in advance of grading operations and in accordance with the requirements of these special provisions.

Special care shall be taken by the Contractor to protect adjacent property, improvements, utilities facilities, lawns, landscape features and landscape irrigation and shrubbery from damage. This also includes existing NCRA property outside of the limits of construction identified in the plans. Any such objects or improvements so damaged shall be replaced or restored in kind by the Contractor, at his own expense, to the satisfaction of the Engineer.

All existing street designation and traffic control signs and posts within the limits of work shall be carefully removed, cleaned of excess earth and debris, and delivered to the State, except those that are required for traffic control as determined by the Engineer or as shown on the Plans to be relocated.

The area to be cleared and grubbed shall be the area shown on the Plans, unless otherwise specified.

All stumps, large roots, and other objectionable materials shall be removed to a depth of 3 feet below finished grade in the area between curbs, and to a depth of 12 inches below finished grade in the area between curb and public utility easement line. The resulting spaces shall be backfilled with suitable fill material placed and

compacted in accordance with the applicable provisions of Section 19-6.03 of the Standard Specifications.

Add to section 17-2.03B:

The locations of trees planned for removal are shown on the Plans.

The Engineer shall be contacted a minimum of 48-hours prior to any tree removal to perform an on-site inspection and clearance. Trees shall be removed in a manner satisfactory to the Engineer.

Tree roots that are identified on the Plans to be removed that are in conflict with new facilities shall be removed in their entirety or to provide the minimum clearances to new facilities as indicated below, regardless of root diameter. No separate compensation will be paid for removing roots identified on the Plans.

Where tree roots that are not identified on the Plans to be removed interfere with the construction or reconstruction of curb, gutter, sidewalk, pavement, utilities, other facilities, the Contractor shall excavate and expose the roots for inspection by the Engineer. Upon approval from the Engineer, the Contractor shall remove tree roots which are four (4) inches or less in diameter to provide a minimum clearance of six inches to any new facility. No separate compensation will be paid for removing roots not identified on the Plans.

Replace section 17-2.04:

All work under this section shall be paid for at the lump sum price bid for landscaping and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in landscaping, and related incidental work.

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18 DUST PALLIATIVE

Add to section 18-1.01A:

The application of water and the developing of a water supply shall be performed in accordance with the provisions of Section 18, “Dust Palliative,” of the Standard Specifications except as modified by these special provisions.

The Contractor is advised that water may be obtained from fire hydrants within the project area under permit with the City’s Public Utilities Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at Public Utilities Department-Water Division Building within the City’s Corporation Yard located at 1320 Airport Road, (707) 463-6200.

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19 EARTHWORK

Add to section 19-1.03B:

Unsuitable material shall be removed and replaced in accordance with the provisions of Section 19-1.03 of the Standard Specifications and these special provisions. Material below the natural ground surface in embankment areas, and basement material below the grading plane in excavation areas that is determined by the Engineer to be unsuitable for the planned use shall be excavated and disposed of as directed or approved by the Engineer.

The removal and disposal of such unsuitable material will be paid for as “roadway or trail excavation” for the quantities involved and no additional allowance will be made therefor.

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. Such suitable material shall be placed and compacted in layers as hereinafter specified for constructing embankments. Replacement of suitable fill material will be paid for as “Class 2 aggregate base” for the quantities involved and no additional allowance will be made therefor.

Removal of existing bituminous pavement and base materials will be paid for as “remove asphalt concrete pavement and base” for the quantities involved and no additional allowance will be made therefor.

PRELIMINARY - NOT FOR BIDDING

Existing utilities exposed during subgrade excavation shall be immediately brought to the attention of the Engineer and the NCRA.

Excess materials from the excavation shall become the property of the Contractor and shall be disposed of by the Contractor at the Contractor's expense.

In the event that the subgrade material is unstable and cannot be made stable by drying the top six inches as determined by the Engineer then the Contractor shall excavate an additional six inches, install subgrade enhancement fabric and install 6 inches of Class 2 aggregate base.

Subgrade enhancement geotextile shall comply with Section 96-1.02O and be installed in accordance with the provisions of Section 19-10 of the Standard Specifications.

Prior to the placement of subgrade enhancement geotextile, the Contractor shall remove all loose dirt as left from excavation activities, scarify the subgrade a minimum depth of 6 inches, and compact to 95% relative compaction.

Fabric shall be installed per manufacturer's recommendations and shall meet or exceed the requirements of Section 96 "Geosynthetics" of the Standard Specifications.

Add to section 19-2.01A:

Roadway excavation and Grading shall conform to the applicable provisions of Section 19 of the Standard Specifications. Roadway excavation and grading, shall include all excavation, embankment construction, miscellaneous grading and preparation, disposal of excess material, and all other work as specified herein.

Trail excavation and grading shall conform to the applicable provisions of Section 19 of the Standard Specifications. Trail excavation and grading shall include all excavation, embankment construction, miscellaneous grading and preparation, disposal of excess material, and all other work as specified herein.

Add to section 19-2.03A:

The exposed subgrade surface shall be reviewed by the Geotechnical Engineer to confirm it is ready to receive improvements. Following Geotechnical Engineer review, the existing subgrade material below the new aggregate base shall be scarified to a depth of 6 inches, moisture conditioned to within 2 percent of optimum moisture content, and compacted to a minimum of 95 percent relative compaction.

Add to section 19-3.03B:

The exposed retaining wall subgrade surface shall be reviewed by the Geotechnical Engineer to confirm it is ready to receive improvements. Following Geotechnical Engineer review, the subgrade shall be scarified to a depth of 6 inches, moisture conditioned to within 2 percent of optimum moisture content and compacted to a minimum of 95 percent relative compaction.

Add to section 19-3.03E:

Placing structure backfill shall conform to the provisions in Section 19-3.03E, "Structure Backfill," of the Standard Specifications.

Add to section 19-6.02A:

Trail embankment shall conform to Section 26 "Aggregate Base" of the Standard Specifications. Trail embankment shall consist of suitable native material meeting the requirements in Table 5.1 of the geotechnical report, and import aggregate base material as required for the construction of trail embankments.

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20 LANDSCAPE

Add to section 20-1.03D:

PRELIMINARY - NOT FOR BIDDING

Organic Amendment and Fertilizer Incorporation: The following recommendation is for bidding purposes only. Refer to the horticultural soils report for actual quantities and fertilizers.

Materials and Rates: Materials determined from the soils test shall be uniformly distributed throughout all irrigated planting areas and incorporated to a homogeneously blended soil depth of six inches. Assume per 1000 square feet:

6 cubic yards Nitrogen Stabilized Organic Amendment
30 pounds Commercial Fertilizer (6-20-20)
10 pounds Iron Sulfate

Note: Iron sulfate should be applied cautiously, avoiding contact with concrete, since permanent staining may result. Any such stained concrete shall be replaced at Contractor's expense.

Plant Material Approvals: Before planting operations commence, all or a representative sampling of plant material shall be reviewed at the site by the Owner's Representative. Defective plants installed without such review shall be removed from the site upon request by the Owner's Representative and an acceptable plant substituted in its place.

Layout: Only those plants to be planted in any single day shall be laid out. Locations of all plants shall be reviewed prior to planting. Plants installed without this review shall be transplanted as directed by the Owner's Representative.

Protection of Plants: Contractor shall maintain all plant material in a healthy growing condition prior to and during planting operations. Contractor shall be responsible for vandalism, theft and damage to plant material until the commencement of the maintenance period.

Root Systems: Contractor shall be responsible for inspection of all root systems on plant materials. Inspection shall include, but not be limited to, checking for rootbound stock, encircling roots at the perimeter of the container, girdling roots at the top surface of the rootball, and other defective root conditions. Such inspections shall include the complete removal of soil from one percent of plant material containers, or at least one plant from each nursery and each plant type. Contractor shall cut defective or potentially defective girdling, rootbound, and encircling roots and spread the root system into the surrounding backfill. Plants with excessively defective root systems shall be rejected by the Contractor.

Pruning: Contractor shall do no pruning without the specific approval of the Owner's Representative. Plants pruned without approval shall be replaced by the Contractor, if required. Pruning includes removing deadwood, suckers, and broken or bruised branches 1 inch or larger in diameter. Prune plants under the latest edition of ANSI A300 part 1, Pruning, published by the Tree Care Industry Association. Do not use tree seal compounds to cover pruning cuts. Dispose of pruned materials.

Basins: Construct basins as necessary to water plants. Remove basins from all plants under a permanent irrigation system prior to final inspection and finish grade the planting area. Basins for plants to be hand-watered shall remain in place. Basin bottoms shall drain to berm away from plant stem.

Staking: All trees shall be staked as drawn with stakes driven securely into existing soil aligned with the trunk and perpendicular to the direction of the prevailing winds. A minimum of two figure-eight wire and rubber tree ties required per stake.

Cleanup: After completion of all operations, Contractor shall remove all trash, excess soil and other debris. All walks and pavement shall be swept and washed clean, leaving the entire area in a neat, orderly condition.

Pesticides: ***Use of pesticides or herbicides are not allowed on this project.***

Maintenance Period Time Limits: The maintenance period shall commence from the date of substantial completion of planting as defined below and extend for a 2-year period thereafter.

PRELIMINARY - NOT FOR BIDDING

Maintenance Period Fertilizer Application: Fertilizer(s) shall be applied per Soil and Plant Laboratory recommendations. For bidding purposes, assume initial application to be four weeks after planting and subsequent applications to be at 45-day intervals.

Basic Requirements: All planting areas shall be kept weed-free at all times during the maintenance period. All pest and disease control shall be the Contractor's responsibility. All planting areas shall be kept at optimum moisture for plant growth. Settlement of soil and plants and soil erosion shall be repaired and areas replanted as required. Dying or deficient plants shall be replaced as soon as they become apparent.

City's Responsibility: Work installed under this contract that is damaged or stolen prior to Substantial Completion shall be repaired or replaced by the Contractor without cost to the City. After Substantial Completion and through the maintenance period, these damages and similar factors such as extensive litter, abuse and defacement shall be the City's responsibility to repair or replace and shall not be a part of this contract. No planting shall be guaranteed beyond the maintenance period, except as to conformance to specified species and variety, and except as to conditions specified under "Root Systems" above.

Substantial Completion: Shall be deemed as the time all major plantings, including groundcover, are installed, and when all other work is satisfactorily completed (with the exception of minor items to be completed as noted upon a checklist compiled by the Owner's Representative). Maintenance period shall not commence until work is deemed substantially complete by the Owner's Representative.

Final Review: Contractor shall request a final review of the project at least five days in advance of the proposed date. Failure to request this notice shall automatically extend the date of completion. The maintenance period will continue until project is deemed complete.

Add to section 20-3.01A(4):

Reviews: The Contractor shall specifically request the following reviews prior to progressing with the work:

1. Plant material approval
2. Plant layout
3. Finish grade
4. Substantial completion
5. Final completion
6. Submittals

Plant Material: Within 30 days after award of contract, Contractor shall submit notice to the Owner's Representative certifying the quantity and species of plant material ordered, the nursery supplying the material, any plant material unavailable at the time, and proposed plant substitutions. No plants shall be ordered or delivered prior to written acceptance by the Owner's Representative.

Water: During the course of construction and maintenance period water shall be paid for by the Contractor.

Plant Quality: Minimum quality of all plant material shall conform to prevailing published specifications of the California Association of Nurserymen and the American Association of Nurserymen's American Standard for Nursery Stock unless otherwise indicated. Additional specifications shall be indicated on the drawings.

Quantities: The quantities shown on the plant list and in labels are for the Owner's Representative's use and are not to be construed as the complete and accurate limits of the contract. Contractor shall furnish and install all plants shown schematically on the drawings. Any unlabeled plants shall be considered as the smaller size shown for that type on the drawings.

Root Systems: All container-grown stock shall be grown in its container for at least six months prior to its planting. Contractor shall allow one percent of the quantity of plants for removal and inspection. Any plant material, within one year following the final acceptance of the project, determined by the Owner's Representative to be defective, restricted, declining or otherwise deficient due to abnormal root growth, shall be replaced by Contractor to the equal condition of adjacent plants at the time of replacement.

PRELIMINARY - NOT FOR BIDDING

Trees: All trees shall have straight trunks of uniform taper, larger at the bottom. Trunks shall be free of damaged bark, with all minor abrasions and cuts showing healing tissue. Sucker basal growth and sucker lateral growth shall be removed and treated to eliminate resprouting. Normal lower side branching shall remain. Trees unable to stand upright without support shall be rejected.

Health: Foliage roots and stems of all plants shall be of vigorous health and normal habit of growth for its species. All plants shall be free of all diseases, insect stages, burns, or disfiguring characteristics.

Untrue Species: All plant material, within two years following the final acceptance of the project, determined by the Owner's Representative to be untrue to the species, clone, and/or variety specified, shall be replaced by the Contractor, to the equal condition of adjacent plants at the time of replacement.

Add to section 20-3.02A:

The location of shrubs, trees, and other plants to be installed are shown in the project Plans.

The Contractor shall furnish, install, establish and maintain all landscaping, including but not necessarily limited to, soil preparation, installation of groundcover, shrubs, trees, and other plantings; to water, to provide pest and disease control, and related construction elements.

Add to section 20-5.03D:

Stabilized Decomposed Granite Pavement

This work consists of installing and stabilizing decomposed granite pavement in the stone boulder seating areas.

Submit the following items for approval:

1. Product Data: A copy of the manufacturer's product sheet together with instructions for installation of filter fabric and solidifying emulsion 5 days before installation.

2. Certificates of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for the following items no more than 5 days before construction:

    a. Filter fabric
    b. Solidifying emulsion

3. Samples: A five-pound sample of proposed stabilized decomposed granite pavement before delivery of materials to the site.

Add to section 20-5.03D(2):

Filter Fabric: Filter fabric must be Class A as specified in Section 96, "Geosynthetics," of the Standard Specifications.

Stabilized Decomposed Granite Pavement: The color of stabilized decomposed granite pavement must be uniform and consist of the color and type of California Gold.

Add to section 20-5.03D(3):

Landscape Architect will field mark extent of Stabilized Decomposed Granite Pavement on site.

Clearing

Prior to beginning stabilized decomposed granite pavement work, areas to receive the stabilized decomposed granite pavement shall be cleared in conformance with the provisions in "Clearing and Grubbing" of these special provisions.

After clearing, excavate areas to receive stabilized decomposed granite pavement. Where stabilized decomposed granite pavement is to be placed adjacent to an existing curb, trail pavement or sidewalk,

PRELIMINARY - NOT FOR BIDDING

excavate so that the finished stabilized decomposed granite pavement elevation adjacent to curb, trail pavement or sidewalk will maintain planned flow lines, slope gradient and contours of the project site. After excavation, grade areas to receive stabilized decomposed granite pavement to a smooth, uniform surface and compact to not less than 90 percent relative compaction.

Aggregate Base Installation

Spreading and compacting aggregate base must conform to Section 26-I.03D, "Spreading," and Section 26-I.03E, "Compacting," of the Standard Specifications.

Filter Fabric Installation

Surfaces to receive filter fabric, immediately prior to placing, shall be free of loose or extraneous material and sharp objects that may damage the filter fabric during installation.

The vertical weed/root barrier on the outside edge of the stabilized decomposed granite pavement soft surface which forms a horizontal barrier (geotextile fabric) in the base of the soft surface is a critical element concerning weed issues. The fabric must be placed to provide a continuous weed barrier between the stabilized decomposed granite pavement and concrete/aggregate base surfaces.

Align and place fabric in a wrinkle-free manner.

Overlap adjacent rolls of the fabric between 12 inches to 18 inches. The preceding roll shall overlap the following roll in the direction the material is being spread. Fasten fabric with staples or stakes flush with the fabric to prevent movement of fabric by placement of stabilized decomposed granite pavement.

Repair or replace fabric damaged during placement of stabilized decomposed granite pavement with sufficient fabric to comply with overlap requirements.

Damage to the fabric resulting from the Contractor's vehicles, equipment or operations shall be replaced or repaired by the Contractor at the Contractor's expense.

Notification of placement of stabilized decomposed granite pavement must be made to the City of Ukiah Parks Department (707) 463-6231 at least 72 hours ahead of installation.

After satisfactory completion of stabilized decomposed granite pavement work, not less than 60 days prior to the completion of work, the stabilized decomposed granite pavement areas shall receive a topcoat of solidifying emulsion at the rate recommended by the manufacturer.

PRELIMINARY - NOT FOR BIDDING

Replace section 20-5.03D(4) with:

Stabilized decomposed granite pavement will be measured by the cubic yard as determined from actual measurements made parallel to the ground slope.

The contract unit price paid per cubic yard for stabilized decomposed granite pavement includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in stabilized decomposed granite pavement complete in place, including site preparation, weed control fabric, solidifying emulsion, and miscellaneous materials necessary to placement and compaction of the stabilized decomposed granite pavement pathway as shown on the plans, as specified in the Standard Specifications and these special provisions.

Replace section 20-5.05 with:

20-5.05A General

The Contractor shall furnish and install all site furnishings, including but not necessarily limited to, benches and trash receptacles as shown on Drawings. Install completely, including footings, fittings and materials, as shown, and as specified.

20-5.05B References

"Standard Specifications" - Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, CALTRANS.

ACI - American Concrete Institute Manual of Concrete Practice

ASTM - American Society for Testing and Materials.

20-5.05C Submittals

Submittals shall be made in accordance with the requirements of the General Conditions and Standard Construction Specifications. Submit shop drawings where required by the technical specifications or on the drawings for:

1. River Rock
2. Stone Boulder Seating
3. Trash/Recycling Receptacles

Shop drawings shall show dimensions, sizes, thicknesses, gauges, finishes, joining, attachments, and relationship of work to adjoining construction. Where concrete, masonry, or other materials must be set to exact locations to receive work, furnish assistance and direction necessary to permit other trades to properly locate their work. Where welded connectors, concrete or masonry inserts are required to receive work, shop drawings shall show exact locations required, and all such drawings shall be furnished to the trades responsible for installing the connectors or inserts. Catalog work sheets showing illustrated cuts of item to be furnished, scale details and dimensions may be submitted for standard manufactured items.

Drawings requiring licensed civil or structural engineers shall include registered stamp from the State of California.

Acceptance: Prior to the purchase of the items and within five days of the award of the contract, the Contractor shall supply the Owner's Representative with samples of the finishes for approval by the City. No materials for this section shall be purchased until such approval is granted.

Certification: Delivery schedules shall be verified and certified in writing to the Owner's Representative within ten days after the project commences.

Delivery, Storage and Handling: Packaging and Labeling: Furnish materials in manufacturer's unopened, original packaging, bearing original labels showing quantity, description and name of manufacturer. Verify that all materials and components are adequately padded and securely bound in such a manner that no damage occurs to the product during delivery and unloading at the site.

Storage: Damaged materials will be rejected. Remove damaged materials from the job site immediately, and pay cost of replacement. Determination of damage shall be the sole authority of the Owner.

Handling: Lift materials using lifting inserts provided by manufacturer.

Sequencing and Handling

Acceptance: Do not install site furnishings prior to acceptance by Owner's Representative of area to receive such materials.

Coordination: Coordinate with the work of other sections to insure the following sequence of construction.

Warranty: Manufacturer to warrant fabrications, mountings and fasteners to be free from defects due to materials and workmanship for a minimum of five years.

20-5.05D Materials

PRELIMINARY - NOT FOR BIDDING

River Rock: Hard, durable smooth river bank stone, 1/2-inch to 1-inch diameter in grey color range, Lin Creek or equal.

Stone Boulder Seating: Shall be 2'x2'x2' roughly squarish boulder. Available through DenBeste Landscape Supplies (707) 485-6232 or approved equal.

Trash/Recycling Receptacles: Shall be the Urban Recycling Receptacle, size/style: 36 gallon, side opening, with recycling attachment or approved equal. Material: stainless steel with spun aluminum top. Pattern: custom solid cylinder with vertical bars. Details: slam lock with approved key. Powder coat finish: black gloss anti-graffiti. Liner: 32-gallon galvanized steel, supplied by others. Mounting: embedment mount. Available through Forms + Surfaces, contact: Matt Laurer: matt.laurer@forms-surfaces.com 971.409.0340. Install per manufacturers recommendations.

Miscellaneous Materials

Fasteners: Use fasteners of same basic metal as fastened signs, unless otherwise indicated. Do not use metals that are corrosive, non-vandal resistant or incompatible with materials joined.

PRELIMINARY - NOT FOR BIDDING

20-5.05D Construction

Performance

All finished products shall consist of marine grade components and shall be: compatible with adjacent materials (i.e. no adverse chemical or galvanic reactions), as well as corrosion and tamper resistant.

Examination

Locations: Verify that all site furnishings can be installed at locations as shown on Drawings.

Conditions: Verify that no defects or errors exist in the work of other sections which would lead to defective installation or latent defects in workmanship and function of items in this section.

Installation

Install at locations shown on drawings. Install as per manufacturer's instructions using qualified personnel and specified equipment. Furnish extra stock and spare parts to Owner. Project owner to be supplied with two sets of wrenches for any specialized hardware.

Set all site furnishings plumb as shown on details.

Protection

Wrappings: Do not remove protective wrappings from furnishings until instructed by Owner's Representative.

20-5.05E Payment

All work under this section shall be included in the lump sum price bid for site furnishings and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in site furnishings, and related incidental work.

^^^

21 EROSION CONTROL

Add to section 21-2.01A:

Permanent erosion control work shall consist of applying seed, jute mesh and fiber rolls as specified in this

section on all ground areas where the existing vegetation has been disturbed during the performance of the work and other areas designated by the Engineer that have been cleared of vegetation by reason of the work. Permanent erosion control shall be applied as the last item of work and it shall be applied prior to October 15. If any areas designated by the Engineer to receive permanent erosion control materials are not ready or completed prior to October 15, then temporary erosion control measures as specified in Section 13 of the Standard Specifications and these special provisions shall be implement to those areas.

Add to section 21-2.02A:

All materials shall conform to Section 21-2.02, “Materials,” of the Standard Specifications.

Add to section 21-2.02R:

Fasteners shall be wood stakes.

Add to section 21-2.03A:

Remove sediment deposits from inside of existing storm drains and culverts as shown on the Plans.

Add to section 21-2.03D:

Hydromulch and Hydroseed

Add to section 21-2.03D(1) General

Furnish and install all hydroseeding and related work, including application of fertilizer, seed, straw, fiber, stabilizing emulsion and water with hydroseeding equipment to areas shown on the drawings and as specified herein.

Related work specified elsewhere: Landscape Soil Preparation

Quality Control

Reviews: The Contractor shall specifically request a review by City’s Representative of finish grade to receive hydroseeding, and site inspection of seed, fiber and fertilizer, prior to starting work. Certificates shall be submitted to City’s Representative prior to review; see following.

Nomenclature: Plant botanical names conform to "Standardized Plant Names", second edition.

Certification:

Seed: Contractor shall furnish the City’s Representative with seed supplier's certificate stating quantity, type composition, weight and origin for all seed within five days after award of contract.

Fiber: Cellulose Fiber for hydroseeding shall be certified for all requirements specified herein. Weight of fiber material specified and shipped shall refer only to air dry weight, containing not more than 10 percent (by weight) water.

Testing: Shall be included in Contractor's cost.

- See section Landscape Soil Preparation, for soil testing requirements.
- Location of soil samples shall be determined by City’s Representative.

Schedule: Hydroseeding schedule shall be submitted to the City’s Representative within fourteen (14) days of the signed contract.

Add to section 21-2.03D(2)

Seed Mix: Seed shall be pre-mixed and packaged by a commercial seed supplier such as Pacific Coast Seed,

PRELIMINARY - NOT FOR BIDDING

Inc. 6144-A Industrial Way, Livermore, CA 94550, (925) 373-4417 (contact David Gilpin) or equal. The seed shall be tagged and labeled in accordance with California Agricultural Code and shall include the following seed proportions.

California Poppy Area:

Species	Per Acre	Minimum Purity/ % Germination
Eschscholzia californica, California Poppy	90 lbs.	95/70

PRELIMINARY - NOT FOR BIDDING

Hydroseed Mix Area:

Species	Per Acre	Minimum Purity/ % Germination
Achillea millefolium, Native White Yarrow	.5 lb.	95/75
Danthonia californica, California Oatgrass	20 lbs.	90/70
Eschscholzia californica, California Poppy	1.5 lbs.	95/70
Festuca californica, California Fescue	20 lbs.	90/70
Festuca idahoensis, Mt Tam, Native Blue Bunch Fescue	20 lbs.	90/70
Festuca occidentalis, Western Fescue	20 lbs.	90/70
Lupinus bicolor, Miniature Lupine	4 lbs.	95/60
Gilia capitata, Blue Field Gilia	.5 lbs.	95/60

Fertilizer: Fertilizer shall be as specified below and shall conform to the applicable state fertilizer laws. It shall be uniform in composition, dry and free flowing and shall be delivered to the site in original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted.

Cellulose Fiber: Fiber shall be colored with a non-toxic, water soluble green dye to provide a visual gauge for metering of material over ground surfaces.

Fiber shall be produced from natural or recycled (pulp) fiber, such as wood chips or similar wood materials or from newsprint, chipboard, corrugated cardboard or a combination of these processed materials, and shall be free of synthetic or plastic materials. Fiber shall not contain more than 7 percent ash as determined by the Technical Association of the Pulp and Paper Industry (TAPPI) Standard T-413, shall contain less than 250 parts per million boron, and shall be otherwise nontoxic to plant or animal life.

Fiber shall have a water holding capacity by weight of not less than 1,200 percent as determined by the procedure used in the Department's Final Report, CA-DOT-TL-2176-1-76-36, "Water-holding Capacity for Hydromulch", available at the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819.

Fiber shall be of such character that the fiber will disperse into a uniform slurry when mixed with water. Water content of the fiber before mixing into slurry shall not exceed 15 percent of the dry weight of the fiber. The percentage of water in the fiber shall be determined by California Test 226. Commercially packaged fiber shall have the moisture content of the fiber marked on the package. Fiber shall be colored to contrast with the area on which the fiber is to be applied and shall not stain concrete or painted surfaces.

A Certificate of compliance for fiber shall be furnished to the City's Representative.

Organic Stabilizer: Stabilizer shall be a biodegradable tacifier, nontoxic to plant or animal life, such as Sentinel or M Binder.

PRELIMINARY - NOT FOR BIDDING

Water: Provided by Contractor.

Add to section 21-2.03D(3)

General: Hydroseeding shall be performed during a windless period using approved equipment and materials. The Contractor shall verify that hydroseeded areas are adequately graded for seed application and free of deleterious material and weeds at the time of planting. Soil shall be left serrated or rough and broken so it can hold seed and retard run-off. **All seeding shall be completed between October 31 and December 15, the approximate beginning of the rainy season. If the project site cannot be seeded during this window, hydroseeding will need to occur the following year between October 31 and December 15 and the 2-year maintenance period for the hydroseeding will begin after that.**

Equipment: Hydraulic equipment shall be reviewed by the City's Representative prior to starting work.

Equipment: Shall have a built-in agitation system and operating capacity sufficient to agitate, suspend and homogeneously mix a slurry of water, fertilizer, fiber, seed and other additives.

Slurry distribution lines: Shall be large enough to prevent clogging and shall be equipped with a set of hydraulic spray nozzles which provide a continuous nonfluctuating discharge and uniform delivery of slurry in prescribed quantities without misses, waste or erosion.

Slurry tank: Shall have a minimum capacity of 1000 gallons and shall be mounted on a traveling unit which may be drawn by a separate or self-propelled unit in order to properly place the slurry tank and spray nozzle for uniform distribution.

Slurry Preparation: All preparation shall occur on site and materials shall be added in such a manner that they are uniformly blended into the mixture. Slurry shall be completely homogenous before application.

Agitation: With agitation system operating at half speed, water shall be added to the tank, and good circulation established. The seed shall be added first then fiber. The mixture shall be agitated at full speed when the tank is half full.

Additives: Fiber shall not be added until the tank is at least one-third filled with water. Fertilizer and seed mix shall be added at the last practical moment. Total time from the addition of seed to seed discharge shall be less than one hour; if more than one hour, the remainder of the load shall be recharged with seed.

Application: The operator shall spray the areas with a uniform, visible coat using the green color of the wood pulp as a guide. The slurry shall be applied in a sweeping motion, so as to allow the fibers to build on each other until a good coat is achieved and the material is spread at the required rate per acre.

Application Rates: The materials shall be mixed and applied in the approximate proportions:

Materials	**Per Acre**
Fiber	1800 lbs.
Seed Mix	See MATERIALS
Organic 16 20 20 (N P K)	350 lbs. *
Organic Stabilizer	80 lbs.
Water As needed for application	

*Amount for bidding purposes only; see QUALITY CONTROL; Contractor shall fertilize per Soil and Plant Laboratory's recommendation.

Limits of Hydroseeding: The limits indicated on the drawings reflect only part of the area required to be hydroseeded. This area, plus all other areas graded and disturbed by the Contractor shall be hydroseeded. Any compacted or otherwise unsuitably prepared areas within these descriptions shall be scarified and rototilled

PRELIMINARY - NOT FOR BIDDING

to prepare the areas for seeding.

Clean-Up: Prior to completion of all operations, Contractor shall remove, wash clean, or otherwise correct any unsightly overspray, trash, excess soil, other debris, or damage. All walks and pavement shall be swept and washed clean, and cleanup operations performed in the general work area as needed to leave the entire area in neat, orderly condition.

Add to section 21-2.03D(4)

All work under this section shall be paid for per square foot for hydroseeding and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in hydroseeding, and related incidental work.

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22 FINISHING ROADWAY

Add to section 22-1.01

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway," of the Standard Specifications.

Add to section 22-1.02

Aggregate base shall be Class 2 Aggregate Base and shall conform to the provisions and grading requirements of Section 26 of the Standard Specifications for 3/4 inch maximum sized aggregate. Aggregate base shall be placed, moisture conditioned, graded, and compacted to the grades or limits shown on the Plans.

Add to section 22-1.03

Construction of the new aggregate base shall conform to Section 26 of the Standard Specifications. Grading shall comply with the requirements of Section 19, “Earthwork,” of the Standard Specifications. During any grading operations, the Contractor is specifically directed to Subsection 5-1.36 “Property and Facility Preservation” The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

The existing subgrade material below the new aggregate base shall be ripped, scarified, moisture conditioned to optimum moisture content, and compacted to a minimum of 95 percent relative compaction.

PRELIMINARY - NOT FOR BIDDING

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DIVISION IV SUBBASES AND BASES

23 GENERAL

Not Used

^^^

24 STABILIZED SOILS

Not Used

^^

25 AGGREGATE SUBBASES

Not Used

^^

26 AGGREGATE BASES

Add to section 26-1.02A:

Aggregate base shall conform to Section 26-1.02B, "Class 2 Aggregate Base," of the standard specifications. The grading shall be to the lines, grades, and thickness where called for in the plans, these Special Provisions or as direct by the Engineer.

Add to section 26-1.02B:

Grading shall comply with the requirements of Section 19, "Earthwork," of the Standard Specifications. During any grading operations, the Contractor is specifically directed to Section 5-1.36, "Property and Facility Preservation". The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

During any grading operations, the Contractor is directed to Section 7, "Legal Relations and Responsibility to the Public." The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

The existing subgrade material below the new aggregate base shall be prepared as described in Section 19 of these special provisions.

Replace section 26-1.04 with:

Measurement and payment for Class 2 Aggregate Base shall be measured and paid for by the cubic yard furnished and compacted in-place, based on the lines and grades shown on the plans. The contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing placement, compaction, and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans.

No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative. Payment for aggregate base for structural asphalt paving sections and trail shoulders shall be paid for as "Class 2 Aggregate Base" and shall conform to Section 26-1.02B of the Standard Specifications and quantities shall be final pay quantities stated in the Bid Schedule.. Aggregate base used for trench backfill, base for concrete pavement and other structures will not be paid directly but will be considered paid under their respective contract items.

PRELIMINARY - NOT FOR BIDDING

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27 CEMENT TREATED BASES

Not Used

^^

28 CONCRETE BASES

Not Used

^^

29 TREATED PERMEABLE BASES

Not Used

^^

30 RECLAIMED PAVEMENT

Not Used

^^

31–35 RESERVED

Not Used

^^

DIVISION V SURFACINGS AND PAVEMENTS

36 GENERAL

Not Used

^^

37 SEAL COATS

Not Used

^^

38 RESERVED

Not Used

^^

39 ASPHALT CONCRETE

Add to section 39-1.01:

All asphalt concrete materials shall be as specified in Section 39-2, “Hot Mix Asphalt,” of the State Standard Specifications; these Special Provisions; and the plans and typical sections.

This work includes producing and placing Hot Mix Asphalt (HMA) using the STANDARD process, in accordance with Section 39-2, “Hot Mix Asphalt” of the Standard Specifications, these Special Provisions, and the plans. Work to be performed under this Section covers all labor, materials, tools, equipment, transportation and incidentals necessary to construct asphalt concrete pavements as specified on the plans.

Replace section 39-2.01B(1) with:

1/2 inch Type A HMA mix shall be used and shall not include crumb rubber unless modified by the City’s Representative.

The asphalt binder grade shall be PG 64-16 conforming to Section 92, “Asphalt Binders,” of the State Standard Specifications.

Tack coat shall be emulsified asphalt Grade RS-1, SS-1, or SS-1h and shall conform to Section 94, “Asphaltic Emulsions”, of the State Standard Specifications.

Contractor Quality Control Testing will be in accordance with the City’s Quality Assurance Plan and these Special Provisions.

Each delivery ticket shall include information on the material type, binder type, oil content, and the mix design number. Material delivered to the project without such annotations shall be subject to rejection.

Add to section 39-2.01C(1) with:

Spread and compact HMA in accordance to Section 39-2, “Hot Mix Asphalt” of the Standard Specifications and these Special Provisions, to the thickness specified on the plans.

HMA pavement shall be installed to maintain or provide positive drainage. The ponding of water in excess of 1/8” will not be allowed. HMA pavement placed that results in the ponding of water in excess of 1/8” shall be removed and replaced at Contractors expense. At City’s request, Contractor shall provide and apply sufficient water to pavement to determine whether pavement provides adequate surface drainage.

Provide tack coat to all vertical surfaces (curbs, gutters, construction joints existing pavements, etc.) against which new HMA paving is placed. Failure to provide tack coat as required may result in a reduction of payment made for HMA.

PRELIMINARY - NOT FOR BIDDING

Replace section 39-2.01D with:

HMA for roadway and trail pavements will be measured by the mass (TON) as determined from certified weigh tickets delivered to and signed by the City's Representative on site. HMA for driveway transitions will be measured and paid on the square foot basis. HMA will be paid for at the contract price for HMA furnished and placed per the lines and grades shown on the plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing HMA, complete in place, and placement of temporary raised pavement markers, as shown on the plans and as specified in the State Standard Specifications and these special provisions, and as directed by the City's Representative and no additional compensation will be allowed therefor. Payment for HMA shall be paid for under the respective payment items for "Hot Mix Asphalt".

No payment will be made for the correction of deficiencies in construction. No payment will be made for over-run quantities unless pre-approved by Owner's Representative. The collection and signing of weight tickets shall not either constitute or construe acceptance or approval of over-run quantities.

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40 CONCRETE PAVEMENT

Not Used

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41 CONCRETE PAVEMENT REPAIR

Not Used

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42 GROOVE AND GRIND CONCRETE

Not Used

^^

43–44 RESERVED

Not Used

PRELIMINARY - NOT FOR BIDDING

^^

DIVISION VI STRUCTURES

45 GENERAL

Not Used

^^

46 GROUND ANCHORS AND SOIL NAILS

Not Used

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47 EARTH RETAINING SYSTEMS

Add to Section 47-2.01C:

Retaining System shall be Lock + Load Retaining Wall System, or approved equal.

47-2.01C(1) Shop Drawings
Submit shop drawings for the facing panel layout for final authorization. Include the following:

1. All information required for construction of the system at each location.
2. Existing ground line at the wall face.
3. Proposed grade line at the wall face.
4. Fence and light pole embedment details.
5. Leveling course material.
6. Reinforcement material.
7. Backfill material.
8. Design parameters, material notes, and wall construction procedures.

Verify existing ground elevations before submitting drawings.

Shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

Allow 30 days for the City Engineer's review.

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48 TEMPORARY STRUCTURES

Not Used

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49 PILING

Not Used

^^

50 PRESTRESSING CONCRETE

Not Used

^^

51 CONCRETE STRUCTURES

Add to section 51-1.01:

General
Concrete Structures shall conform to the provisions of Section 51 "Concrete Structures", Section 52 "Reinforcement", Section 90 "Concrete", all of the Standard Specifications, applicable portions of the most recent version of the City of Eureka Standard Plans & Specifications and these Special Provisions.

Replace section 51-1.01C(1) with:

Submittals shall include the following:
A. Shop Drawings: Indicate pertinent dimensioning, location of construction joints, and pouring sequence. Indicate reinforcement sizes, spacing, locations, and quantities, bending and cutting schedules.
B. Design Data: Submit mix designs per Section 90-1.01C.
C. Product Data: Indicate admixtures, anchors, grout, and epoxy grout.
D. Deck placement plan for concrete bridge deck.

Add to section 51-1.02B:

Concrete Foundations:
A. Concrete shall have a 28-day compressive strength of 4,000 psi and shall be per Section 90.
B. Portland cement shall be type V.
C. Reinforcement shall be conform to ASTM A 615/A 615M, Grade 60, per Section 52.
D. Welded wire shall conform to ASTM A1064 / A1064 M, per Section 52.
E. Structure Backfill material shall conform to the provisions in section 19-3.02B "Structure Backfill" of the Standard Specifications and shall be placed behind the wingwalls and footings as shown on the plans.

PRELIMINARY - NOT FOR BIDDING

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52 REINFORCEMENT

Add to section 52-1.01A:

This work includes furnishing and placing reinforcement for street light pole standard foundations, bridge footings, and other miscellaneous concrete structures.

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53 SHOTCRETE

Not Used

^^

54 WATERPROOFING

Not Used

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55 STEEL STRUCTURES

Add section 55-11

Pre-Engineered Flatbed Railcar Bridge

PRELIMINARY - NOT FOR BIDDING

55-11.01

55-11.01A General

This work consists of designing, furnishing, fabricating, and constructing prefabricated railroad flatcar bridge, including all required materials, hardware, sills, foundations, decking, handrails, guardrails, excavation, backfill, and approach fills as shown on the plans. Work includes all other incidental work necessary to complete the bridge installation. These specifications are for a fully engineered clear span bridge and shall be regarded as minimum standards for design and construction.

A. Design: All engineering design and related detailing of the bridge shall be provided by the supplier. The bridge design engineer shall be an experienced engineer who is licensed in the State of California.

B. Qualified Suppliers: The bridge manufacturer shall have been in the business of design and fabrication of bridges for a minimum of five years and provide a list of five successful bridge projects, of similar construction, each of which has been in service at least three years. List the location, bridge size, owner and contact reference for the bridge.

C. Applicable Codes and Standards: Governing Codes and Standards: Bridge shall be designed in compliance with the LRFD Guide Specifications for Design of Pedestrian Bridges, latest edition, by AASHTO. Calculations shall be in accordance with this document, and formulas shall reference the appropriate sections.

D. Other Reference Codes and Standards for Steel Bridge:
   - AISC, Steel Construction Manual, Thirteenth Edition.
   - American Welding Society, Structural Welding Code, D1.1, Latest Edition.

E. System Type:
   - Repurposed railroad flatcar.

55-11.01B Submittals

A. Fabrication drawings shall be prepared and submitted to the Owner for their review. Submittal drawings

shall be unique drawings, prepared to illustrate the specific portion of the bridge being fabricated. All relative design information such as member size, ASTM material specification, dimension necessary to fabricate and required welding shall be clearly shown on the drawings. Drawings shall have cross referenced details and sheet numbers. All drawings shall be stamped, signed and dated by the Fabricator's Design Engineer who is licensed in accordance with Section 26.1B.

At minimum the following criteria must be included for approval:

- All Relevant Bridge Dimensions
- Bridge Cross sections
- Sufficient Detailing
- Member Cross sections
- General Notes indicating material specifications
- Weld Details
- Detail of Bolted Splices (if applicable)
- Signature and Seal of PE licensed in accordance with this specification
- Camber Details

B. Structural calculations for the design of the bridge superstructure shall be prepared and submitted to the Owner for their review. All analysis and results necessary to determine the structural adequacy of the bridge shall be shown. All calculations shall be stamped, signed and dated by the Fabricator's Design Engineer who is licensed in accordance with Section 26.1B.

At minimum the following criteria must be included for approval:

- Bridge Reactions for all load combinations (I-V) as outlined in section 4
- Expansion and Contraction Requirements and/or induced loads
- Critical weld analysis results
- Bolted Splice Calculations (if applicable)
- Detailed Description of Applied Loads and Conditions for all load combinations
- Member maximum allowables for all load and design conditions
- FEA boundary conditions
- FEA Data Input
- FEA results and supplementary calculations for all Stress & Deflection Analyses
- FEA results for frame stability analysis
- FEA results for frequency analysis

C. One copy of welder certifications and one copy of welding procedures used.

D. Warranty: The bridge manufacturer shall warrant the structural integrity of all materials, design and workmanship for 15 years. This warranty shall not cover defects in the bridge caused by foundation failures, abuse, misuse, overloading, accident, faulty construction or alteration, or other cause not the result of defective materials or workmanship. This warranty shall be limited to the repair or replacement of structural defects, and shall not include liability for consequential or incidental damages.

PRELIMINARY - NOT FOR BIDDING

55-11.01C Quality Assurance

Quality assurance shall conform to the provisions of Section 55-1.01D Quality Assurance.

55-11.02 Materials

A. Pre-Engineer bridge shall be a repurposed flatbed railcar modified to meet the standard specifications and design criteria.

B. Bridge Decking shall be reinforced concrete per section 51.

C. Bearing Pads:

Spans 80 foot and less may have simple steel bearing and setting plates as designed by the bridge manufacturer with the sizes and thicknesses to be the responsibility of the bridge manufacturer.

Pads shall be designed for the temperature differences specified and for the actual rotations occurring at the bearing due to dead and pedestrian live loads.

D. Anchor Rods

Anchor Rod(s) shall be designed at the fixed and expansion end of the bridge for the forces present at that point. Anchor rods conforming to ASTM F1554 Grade 36, 55 or 105 shall be used. J shaped or hooked rods shall not be used if uplift is present under 0.9DL plus any uplift forces. The design shall consider longitudinal, transverse and uplift forces present under the standard AASHTO load cases. If epoxy rods are used the foundation design engineer shall be given the design loads and is responsible for the embedment design and details.

55-11.03 Construction

A. General Features of Design

Span: Bridge span shall be as shown on plans.

Width: Interior clear width of the bridge shall be 10 ft measured from innermost point of rail to innermost point of rail.

System: Bridge shall be fabricated and delivered as continuous and pre-assembled structure.

Bridge shall be designed utilizing a flatbed rail car.

Slope: Bridge shall be designed for abutments and/or piers as indicated on the plans.

Safety & Hand Rails: Bridge shall incorporate a Combination Rail system consisting of vertical pickets, a graspable top rail, and curb bottom rail.

- Top of top rail shall not be less than 54” above the finished deck.
- Clear opening between pickets shall reject the passage of a 4” diameter sphere up to the height specified in this document.
- Clear opening between bottom rail and finished deck shall reject the passage of a 2” diameter sphere.
- Graspable portion of top rail shall be round with a 1 ¼” to 2” OD or equivalent gripping surface.
- Ends of handrails shall be returned smoothly to floor or posts.
- A 1.5” clear distance between wall and top rail must be maintained.
- All geometry is to be smooth with no sharp corners

B. Engineering

Dead Load: The bridge shall be designed considering its own dead load including structure and originally designed decking only. No additional loads shall be considered.

Pedestrian Live Load: Main supporting members, including trusses, primary beams, and arches shall be designed for a uniformly distributed load of 90 pounds per square foot.

Vehicle Load: H20

PRELIMINARY NOT FOR BIDDING

Wind Loads: Shall be per the LRFD Guide Specifications for Design of Pedestrian Bridges, latest edition, by AASHTO.

Deflection: The vertical deflection of the main truss due to any load combination shall not exceed L/800, where L is the length of the unsupported span.

The horizontal deflection of the structure due to any load combination shall not exceed L/500, where L is the length of the unsupported span.

Vibration: The fundamental frequency of the unloaded pedestrian bridge shall be no less than 3.0 Hz to avoid the first harmonic.

Analysis: Full structural analyses for the primary bridge structure shall be completed using a 3-D finite element analysis. All member end conditions are to be considered fixed. Other analysis methods may be used for secondary members. All analysis and results necessary to determine the structural adequacy of the bridge shall be reported.

C. Fabrication

Welding: All aluminum members shall be welded using 5356 aluminum filler wire in accordance with AWS D1.2

Expansion Slots: Slots shall be cut into bridge bearing area to allow for proper expansion and contraction of the bridge.

All welded connections shall be designed for the loads present at the connections. Main member truss splices shall be designed as bolted. Main member connections shall use ASTM A325 bolts to match the material properties of the truss members and shall be designed as slip critical connections. Field installed bolts shall be fully tightened to AASHTO pretensions specified. Flaying surfaces shall not be painted and shall have a Class A contact surfaces. Splice plates, bolt heads, and nuts shall be touch up painted by the erector. Diagonal, vertical and other braces may be spliced with splice plates or through bolts at the option of the fabricator's engineer.

D. Delivery and Erection

Pre-Engineered Bridge shall not be set on the footing or pile cap until it has been verified that the concrete has reached 2000 psi by test cylinder.

Delivery shall be made via truck to a location nearest the site which is accessible to normal overthe-road equipment. All trucks delivering bridge materials will need to be unloaded at the time of arrival. If the erection Contractor needs special delivery or delivery is restricted he shall notify the fabricator prior to bid date.

The fabricator will provide a written procedure for lifting and splicing the bridge. All methods, equipment and sequence of erection are the responsibility of others.

E. Welding

Welding procedures and weld qualification test procedures shall conform to the provisions of AWS D1.1, "Structural Welding Code," latest edition. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification, and shall match the corrosion properties of the base metal.

Welders shall be qualified for each process and position used while fabricating the bridge.

Qualification tests shall be in accordance with AWS D1.1. All weld qualifications and records shall be kept in accordance with the Fabricator's Quality Assurance Manual which has been approved by AISC.

PRELIMINARY - NOT FOR BIDDING

All welds shall be inspected visually for conformance to size, under cut, profile and finish. Welded splices in main truss members shall be magnetic particle tested in accordance with QC Manual procedures.

55-11.04 PAYMENT

Measurement and payment for the Pre-Engineered bridge shall be measured and paid for on a per unit basis as described in this section.

^^

56 OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES

Not Used

^^

57 WOOD AND PLASTIC LUMBER STRUCTURES

Not Used

^^

58 SOUND WALLS

Not Used

^^

59 STRUCTURAL STEEL COATINGS

Not Used

^^

60 EXISTING STRUCTURES

Not Used

PRELIMINARY - NOT FOR BIDDING

^^

DIVISION VII DRAINAGE

61 GENERAL

Not Used

^^

62-63 RESERVED

Not Used

^^

64 PLASTIC PIPE

Add to section 64-2.02C:

Plastic storm drain pipe shall be Type S corrugated high density polyethylene (HDPE).

Add to section 64-2.03A:

Prior to the start of excavation the Contractor shall pothole to determine the exact horizontal and vertical location of all crossing utilities. Potholing shall consist of excavating with hand tools to whatever depth necessary in the proposed trench line for a distance of up to two feet on either side of all apparent utility crossings as indicated by the Plans and by the USA mark-outs until the exact location of all utilities is established. If a marked utility

cannot be located within four feet on either side of the USA mark-out, the Contractor shall immediately contact Underground Service Alert to re-mark the utility and notify the Engineer.

^^

65 CONCRETE PIPE

Not Used

^^

66 CORRUGATED METAL PIPE

Corrugated metal pipe shall meet the requirements of this section.

^^

67 STRUCTURAL PLATE CULVERTS

Not Used

^^

68 SUBSURFACE DRAINS

Add to section 68-2.02F(2):

Permeable material for retaining wall drains shall be Class 2.

^^

69 OVERSIDE DRAINS

Not Used

^^

70 MISCELLANEOUS DRAINAGE FACILITIES

Not Used

^^

71 EXISTING DRAINAGE FACILITIES

Add to section 71-5.03B:

The concrete around all adjusted frames, covers, grates and manholes shall be left one and one-half (1-1/2”) inches lower than the adjacent pavement. The concrete surface shall be tack coated with 0.10 gallons per square yard and paved with ½ inch Type A HMA. Immediately after placement, the surface shall be sand sealed.

The surface adjusted facilities shall be true to the new pavement surface to within one-eighth inch (1/8”) deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary by the high tolerance on one side and the low tolerance on the other (i.e. the total aggregated tolerance on both sides shall be limited to the 1/8” inch variation). This variation shall apply to the adjacent patch paving around the facility as well such that neither the paving nor the facility vary by more than the stated tolerance.

PRELIMINARY - NOT FOR BIDDING

^^

DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

Not Used

^^

73 CONCRETE CURBS AND SIDEWALKS

Replace section 73-1.02B with:

Pedestrian curb ramp detectable warning surface shall consist of raised truncated domes constructed with pedestrian ramps in conformance with the details shown on the Plans and described in these special provisions.

The detectable warning surface shall be Vitrified Polymer Composite (VPC) Cast In Place Detectable/Tactile Warning Surface Tiles, and shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. Detectable warning surface shall be Armor-Tile cast-in-place detectable warning surface or approved equal.

Submit manufacturer's literature describing products, specifications, installation procedures and routine maintenance. Install in strict accordance with manufacturer's written installation procedures.

The color of the detectable warning shall be yellow conforming to Federal Standard 595B, Color No. 33538.

The finish surface of the detectable warning surface shall be free from blemishes. No cutting of the tiles will be allowed. Installation will be per manufacturer's instructions or as directed by the Engineer.

The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is a defect in the dome shape, color, fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon final acceptance of the project.

Add before the 1st paragraph in section 73-3.03:

Before placing concrete, verify that forms and site constraints allow the required dimensioning and slopes shown. Immediately notify the Engineer if you encounter site conditions that will not accommodate the design details. Modifications ordered by the Engineer are change order work.

Add after the last paragraph in section 73-4-02:

Welded wire fabric, of a size and type appropriate for use, shall be placed in conformance to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Curing compound shall be used in conformance to the provisions in Section 90-1.03B(3), "Curing Compound Method," of the Standard Specifications.

PRELIMINARY - NOT FOR BIDDING

^^

74 PUMPING EQUIPMENT AND CONTROLS

Not Used

^^

75 MISCELLANEOUS METAL

Not Used

^^

76 WELLS

Not Used

^^

77 LOCAL INFRASTRUCTURE

Not Used

^^

78 INCIDENTAL CONSTRUCTION

Not Used

^^

79 RESERVED

Not Used

^^

80 FENCES

Add to section 80-3.01:

Chain link fences shall conform to the provisions in Section 80-3, "Chain Link Fences," of the Standard Specification.

^^

DIVISION IX TRAFFIC CONTROL FACILITIES

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

Not Used

^^

82 SIGNS AND MARKERS

Add to section 82-3.01:

This work includes furnishing and installing roadside signs in conformance with Section 82-3 “Roadside Signs” of the Standard Specifications, these construction details, and as shown on the drawings

Add to section 82-9.03A:

In paved areas, the metal post shall be removed, the foundation removed to 4 inches below grade, and the surface repaired. In unpaved areas, metal posts and foundations shall be removed in their entirety and the hole backfilled where the post and foundation has been removed. Relocate roadside signs to locations shown on the Plans.

^^

83 RAILINGS AND BARRIERS

Add to section 83-2.08B:

Submit shop drawings of tubular handrails and handrail anchoring, including details of fabrication, welds and bolting for the prefabricated railcar bridge.

^^

84 MARKINGS

Add to section 84-2.01A:

All pavement legends and traffic striping shall be applied in thermoplastic, unless otherwise noted.

Add to section 84-2.02B:

Thermoplastic material shall be TMT-Pathway “Duraline” hydrocarbon thin mil sprayable thermoplastic traffic marking material (1031TW and 1032TY meets State of California PTH392B), or approved equivalent. Placement shall be performed as directed by the manufacturer and at locations shown on the Plans.

PRELIMINARY - NOT FOR BIDDING

Legends and arrows shall be pre-formed, thermoplastic pavement markings and shall be Premark 20/20 Flex Plus, or approved equivalent. Placement shall be performed as directed by the manufacturer and at locations shown on the Plans.

Add to section 84-2.03A:

The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed fifty square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the Plans. This shall occur no later than two hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than twelve (12') feet apart on curves nor more than twenty-four (24') feet apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure two (2") inches tall by three and one-half (3-1/2") inches wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the Engineer. The Engineer shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Engineer. The Contractor shall allow a minimum of three (3) working days for review of the layout by the Engineer.

Permanent traffic striping and markings including legends and arrows shall be placed within twenty-one (21) days after paving or surfacing, unless otherwise directed by the Engineer.

Temporary yellow marking tape denoting crosswalks shall be placed the same day that the pavement surfacing is placed.

Failure to comply with these requirements shall result in a liquidated damage of $150 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and markings.

Add to section 84-2.03B:

In areas adjacent to the reconstructed surfacing where existing striping must be changed to conform to a revised striping pattern, conflicting striping shall be removed by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer. Removal of existing striping and markings shall not materially damage the underlying pavement.

Existing striping and markings shall be protected from damage in accordance with Section 84-1.03B of the Standard Specifications. The Contractor shall replace all striping which has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street even in the event that the Contractor's work may not extend that far. Both lines of each crosswalk shall be completely repainted even if only a portion of a line has been obliterated.

When the Contractor's work removes or reduces the visual appearance of a lane or center line, the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

PRELIMINARY - NOT FOR BIDDING

Add to section 84-2.03C(2)(a):

No primer or thermoplastic shall be installed within forty-eight (48) hours from the last measurable rain report as provided by the Engineer.

Replace the 2nd paragraph in section 84-2.03C(2)(b) with:

Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.34 lb/ft of 4-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.100 inch thick.

Replace the 2nd and 3rd paragraphs in section 84-2.03C(2)(c) with:

Apply sprayable thermoplastic at a rate of at least 0.34 lb/ft of 4-inch wide solid stripe.

The applied sprayable thermoplastic material must be at least 0.100 inch thick.

^^

85 RESERVED

Not Used

^^

DIVISION X ELECTRICAL WORK

86 GENERAL

Add to section 86-1.02B:

The conduit in a foundation and between a foundation and the nearest pull box shall be Type 1.

All primary electrical conduit shall be Type 3 for all conduit and fittings. All elbows and sweeps shall be a minimum 36” radius. Long Line Couplings shall be used. Flex adapters or PVC Flexible Couplings shall not be used.

All street light conduit shall be Type 3 for all conduit and fittings. All elbows and sweeps shall be minimum 24” radius. Existing street light conduit may require splice with Type 3 conduit, with elbows and sweeps to be a minimum 24” radius.

Add to section 86-1.02C:

All existing pull boxes to receive new conductors and/or conduits shall be cleaned out, all existing grout removed, and the bottoms re-grouted with a drain hole or the boxes replaced to meet current State Standards.

All street light pull boxes / junction boxes shall be No. 5 (17”x30”x18”) with penta head coil nuts and bolts. All street light pull box / junction box covers shall be labeled “Electric.”

Pull boxes (including box, lid, custom bolts, bolt key and collar) shall be as specified on the plans and shall conform to the provisions in Section 86-1.02C, “Pull Boxes”, of the Standard Specifications and these construction details. Pull box covers shall be marked as “Service”.

Add to section 86-1.02J:

Contractor’s attention is directed to Section 86, “Signals, Lighting, and Electrical Systems,” of the Standard Specifications. All lighting standard materials and installation, including but not limited to, lighting standard and foundation shall conform to the applicable portions of this Section.

Lighting Standard.

Street light standards shall be non-tapered seemless alloy aluminum and meeting the following requirements:

PRELIMINARY - NOT FOR BIDDING

A. Manufacturer and Model #: Valmont Industries Model #100040404S4 with P2 Fixture Mounting (Tenon Top / Mounting) or approved equal.
B. Finish: Black
C. Pole: 10' tall, 4" outer diameter, bolt circle 7.5"
D. Anchor Base Cover: Valmont Industries Nut Cover (Standard) or approved equal, 356 Alloy Aluminum and heat-treated to T6 Temper
E. Anchor Bolts: Galvanized meeting ASTM F1554 Grade 55, Dia = 0.75", Length = 17.0", Hook = 3.0"
F. Foundation: Concrete Per Plans

Add to section 86-1.02K(1) with:

Luminaires shall be Solar Powered LED pedestrian level lighting meeting the following requirements:

A. Manufacturer and Model #: First Light Technologies Series IPL Solar Integrated LED Pathway Light or approved equal.
B. Height
C. Finish: Black
D. Distribution: Type 2
E. LED Color: 4300K
F. Lighting Profile: On at Dusk, Off at Dawn
G. Options: Security Fasteners

^^

87 ELECTRICAL SYSTEMS

Add to section 87-1.03B:

Conduit runs shown on the Plans to be located behind curbs may be installed in the street, within 3 feet of and parallel to the face of the curb, by the trenching in pavement method described in Section 86-2.05C of the Standard Specifications. All pull boxes shall be located behind the curb or at the locations shown on the Plans.

After conductors have been installed, the ends of conduits terminating in pull boxes and in service and controller cabinets shall be sealed with an approved type of sealing compound.

At locations where conduit is required to be installed under pavement and existing underground facilities require special precautions, conduit shall be placed by the "Trenching in Pavement Method."

At other locations where conduit is required to be installed in the traveled way and if delay to any vehicle will not exceed 5 minutes, conduit may be installed by the "Trenching in Pavement Method" as described below:

When the Trenching in Pavement Method is used, the existing asphalt concrete shall be cut with a power driven saw or ground to a depth of not less than 1/15 foot, a minimum of 6 inches beyond either side of the trench, in order to provide a neat and true edge with no shatter outside the removal area. If the trench is within 3 feet of a gutter edge, only one saw cut will be required (on the side of the trench opposite of the gutter) and the asphalt surfacing shall be replaced all the way to the gutter edge. A tack coat shall be applied to the vertical edges just prior to place the asphalt concrete used to cap the trench.

Damage to pavement that is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense.

If the Contractor elects to use Directional Boring, the conduit shall be installed between a minimum depth of 24" and a maximum depth of 60" unless directed otherwise by the Engineer.

PRELIMINARY - NOT FOR BIDDING

Add to section 87-1.03E:

No native material shall be used as trench backfill within paved areas.

All trench spoils shall be removed from the work area by the Contractor as they are generated at the Contractor's expense. Material resulting from trench excavation shall be disposed of in conformance with the provisions in Section 87-1.03E "Excavating and Backfilling for Electrical Systems," In addition, all excess trench excavation spoils shall be removed from NCRA property as they are generated and shall become the property of the Contractor and shall be disposed of by the Contractor at the Contractor's expense.

Where conduit containing conductors of 100 volts or less is installed parallel and adjacent to the existing gutter lip, the trench shall be approximately 2 inches wider than the outside diameter of the conduit and shall not exceed 6 inches in width. Trench depth shall not exceed conduit trade-diameter plus 10 inches, except that at pull boxes the trench may be hand dug to required depth. The conduit shall be placed in the bottom of the trench with the top of the conduit a minimum of 9 inches below finish grade.

When conduit containing conductors of 100 volts or less is not installed adjacent to the lip of gutter it shall be installed with a minimum of 24 inches of cover.

All conduit containing conductors of more than 100 volts shall be installed with a minimum of 24 inches of cover.

Where existing facilities prevent installing conduit with 24 inches of cover, the Contractor shall depress the new conduit under the existing facilities without exception.

The Contractor shall pot-hole and record the depth of all existing utilities which are within the area to be trenched or excavated.

Where excavation occurs within the drip line of any street tree the contractor shall hand dig to protect tree roots as directed by the Engineer. Root pruning shall be done only when directed by the Engineer and shall be accomplished by use of sharp tools appropriate for the size of root to be cut. Each cut shall be clean with no torn bark or splintered wood remaining on the root. At no time shall roots be pulled on by excavating equipment.

Add to section 87-1.03F:

City of Ukiah Electrical Department will install and terminate primary conductors at all transformers, junction pedestals, and primary junction box locations. City of Ukiah Electrical Department will install and terminate all secondary street light conductors at junction box locations for each street light standard.

Add to section 87-1.03L:

City of Ukiah Electric Department will furnish primary junction pedestal. Contractor shall install primary junction pedestal.

Add to section 87-2.03A:

Existing electrical equipment to remain which is damaged by the Contractor, shall be replaced by the Contractor at their expense.

Contractor's attention is directed to Section 15, "Existing Highway Facilities" and Section 86-7.01, "Removing Electrical Equipment" of the Standard Specifications. Removal shall include disconnection from lighting circuit, removal of lighting standard, base and foundation to the depth shown on the Plans.

Protect lighting standard from damage during removal.

Return lighting standard and luminaire to State.

^^

88 RESERVED

PRELIMINARY - NOT FOR BIDDING

Not Used

^^

DIVISION XI MATERIALS

89 AGGREGATE

Not Used

^^

90 CONCRETE

Add to section 90-2:

Minor concrete shall conform to Section 90, “Portland Cement Concrete” of the Standard Specification. Concrete curb and gutters, concrete sidewalks, and concrete curb ramps shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the California Standard Specifications and these construction details.

^^

91 PAINT

Not Used

^^

92 ASPHALT BINDERS

Not Used

^^

93 RESERVED

Not Used

^^

94 ASPHALTIC EMULSIONS

Not Used

^^

95 EPOXY

Not Used

^^

96 GEOSYNTHETICS

Geogrids shall conform to Section 96, “Geosynthetics” of the Standard Specification.

^^

97–98 RESERVED

Not Used

PRELIMINARY - NOT FOR BIDDING

^^

DIVISION XII BUILDING CONSTRUCTION

99 BUILDING CONSTRUCTION

Not Used

PRELIMINARY - NOT FOR BIDDING

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

(1) Section 6-02. Office at the Site

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.

PRELIMINARY - NOT FOR BIDDING

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?

- **Proposal** (Page 93)
  - Unit prices filled out per instruction
  - Extended prices calculated correctly
  - Total bid amount calculated correctly
  - Sign the proposal, and provide complete information
  - CLSB No. and expiration date
  - Department of Industrial Relations Public Works Contractor Registration Number
- **Iran Contracting Act Certification** (Page 101)
  - Filled out completely per instruction
- **Fair Employment Practices Certification** (Page 102)
  - Filled out completely per instruction
- **Worker's Compensation Certificate** (Page 103)
  - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment** (Page 104)
  - Filled out completely per instruction
- **List of Proposed Subcontractors** (Page 105)
  - Include California Contractor License Number for each
  - Include DIR Public Works Contractor Registration Number for each
  - Identify what portion of work to be performed
- **Statement of Experience** (Page 106)
- **Signature of Bidder** (Page 107)
  - Filled out completely per instruction
  - Authorized signature provided
- **Bidder's Bond** (Page 108)

PRELIMINARY - NOT FOR BIDDING

    - Filled out completely per instruction

- **Non-Collusion Affidavit** (Page 109)
    - Filled out completely per instruction
    - Notarized
- **Addenda Issued**
    - Signed and Returned

PRELIMINARY - NOT FOR BIDDING

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

PROPOSAL

FOR

NORTHWESTERN PACIFIC RAIL TRIAL PHASE 2 Specification No. 17-12

The undersigned, as bidder, declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained

   a) to provide all necessary machinery, tools, apparatus and other means of construction;

   b) to furnish all materials;

   c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;

   d) to pay all charges of freight transportation and hauling;

2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and

3) that he or she will accept as full payment therefor the following sums:

PRELIMINARY - NOT FOR BIDDING

BIDDING SCHEDULE

In case of discrepancy between words and figures, the words shall prevail. In any discrepancy between unit prices and extended amounts for a bid item using unit prices (specified unit price multiplied by specified quantity for bid item does not equal the extended amount for the item), the specified unit price will control and will be used by the City to compare bids in selecting the lowest bid and in awarding the contract. If the specified total bid amount does not equal the total of the extended amounts for all bid items, the City will use the total of the extended amounts for each bid item (adjusted, if necessary, so that the extended amount equals the specified unit price multiplied by the specified quantity for that bid item) to compare bids in selecting the lowest bid.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated. Lowest bid will be based on the lowest Base Bid.

BASE BID

Item No.	Description	Quantity	Units	Unit Cost	Total
1	Contruction Area Signs	1	LS		
2	Traffic Control System	1	LS		
3	Prepare Storm Water Pollution Prevention Plan	1	LS		
4	Temporary Storm Water Pollution Control Measures	1	LS		
5	Temporary Drainage Inlet Protection	5	EA		
6	Temporary Concrete Washout	1	LS		
7	Remove Parinted Traffic Stripe	1300	LF		
8	Remove Asphalt Concrete Pavement	2575	SF		
9	Remove Concrete Sidewalk	665	SF		
10	Remove Concrete (Curb and Gutter)	145	LF		
11	Clearing and Grubbing*	1	AC		
12	Roadway Excavation (Trail and Shoulder common earth)	1420	CY		
13	Roadway Excavation (Streets Crossings)	70	CY		
14	Trench Exacavation	35	CY		
15	Structure Excavation (Bridge Footing)	10	CY		
16	Structure Backfill (Headwall)	30	CY		
17	Structure Backfill (Pipe)	35	CY		

PRELIMINARY - NOT FOR BIDDING

18	Embankment (place excavated native to subgrade from trail)	1420	CY		
19	Prepare Tree Pit (Amend Soil)	77	EA		
20	Planting Soil Amendment*	1	LS		
21	Plant Group A (No 1)*	338	EA		
22	Plant Group B (No 5)*	23	EA		
23	Plant Group C (Trail Trees)*	77	EA		
24	Landscape Maintenance (2 years)	1	LS		
25	Stabilized Decomposed Granite Pavement	440	SF		
26	Wood Chip Mulch*	26	CY		
27	Trash Receptacle	2	EA		
28	Stone Block Seating	7	EA		
29	Hydroseed	550	SF		
30	Class II Aggregate Base (Shoulder)	395	CY		
31	Class II Aggregate Base (Trail)	1005	CY		
32	Class II Aggregate Base (Street Crossing)	600	CY		
33	Hot Mix Asphalt (Type A 1/2" Max., 0.25' Min. Thk. Trail)	755	Ton		
34	Hot Mix Asphalt (Type A 1/2" Max., 0.33' Min. Thk. Traffic)	70	Ton		
35	MSE Stabilized Embankment (Includes face panels and geogrid)	2200	SF		
36	Structural Concrete, Bridge Footing	20	CY		
37	Structural Concrete, Headwall	6	CY		
38	8" PVC Pipe	90	LF		
39	48" Corrugated Steel Pipe (Match existing)	10	LF		
40	Catch Basin (Landscape at STA 30+00)	1	EA		
41	Remove Pipe	10	LF		
42	Adjust Inlet	2	EA		
43	Adjust Manhole Frame and Cover to Grade	1	EA		
44	Small Rock Slope Protection (for landscape areas)	250	SF		
45	Rock Slope Protection (1/4T, Method B - at headwall outfall.	3	CY		
46	Detectable Warning Surface (Screw & Glue Truncated Domes at RR Crossing)	115	SF		
47	Detectable Warning Surface (precast in place Truncated Domes at Ramps)	176	SF		
48	Minor Concrete - Mountable Curb, Incl Agg Base	15	LF		

PRELIMINARY - NOT FOR BIDDING

49	Minor Concrete - Curb and Gutter (COU Std Plan), Incl Base	200	LF		
50	Minor Concrete - Driveway (Incl sidewalks 6" thick), Incl Agg Base	860	SF		
51	Minor Concrete - Sidewalks, Incl Agg Base	477	SF		
52	Minor Concrete - Talmage Median, Incl Agg Base	130	SF		
53	Pre-Engineered Flatbed Rail Car Bridge (Bridge, guardrail and Foundation)	1	LS		
54	Lighting (solar powered) includes footing	97	EA		
55	Lighting (3' bollard - solar powered) includes footing	20	EA		
56	Chain Link Fence (42" Tall)	4255	LF		
57	Roadside Sign(s), 1-Post	34	EA		
58	Thermoplastic Pavement Markings (Trail)	140	LF		
59	Thermoplastic Crosswalk and Pavement Markings	360	SF		
60	Paint Traffic Stripe (Trail)	500	LF		
61	Paint Traffic Stripe (Streets)	1580	SF		
62	Remove Existing Railroad Crossing arm, posts and cabinets	1	LS		
63	Mobilization (Mobilization, Demobilization and Final Cleanup)	1	LS		
64	Construction Staking	1	LS		
65	Work Completed by the California Conservation Corps	1	LS		
	* Work to be completed by the California Conservation Corps.				

PRELIMINARY - NOT FOR BIDDING

TOTAL BASE BID AMOUNT IN FIGURES➔	
Total Base Bid amount in words:	**$**_____
_____Dollars	

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number:_____
Signature of bidder or bidders, with business name, address, phone number and fax number:

_____

_____

_____

_____

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

_____

_____

_____

PRELIMINARY - NOT FOR BIDDING

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

Signed_____

Titled_____

Firm_____

Date_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

PRELIMINARY - NOT FOR BIDDING

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO:_____

_____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

NORTHWESTERN PACIFIC RAIL TRIAL PHASE 2

_____

(Signature of Bidder)

Business Mailing Address:

_____

_____

_____

Business Location:

_____

_____

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

PRELIMINARY - NOT FOR BIDDING

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this_____ day of _____, 200____

Signature of Bidder, with Business Address:

_____

_____

_____

_____

PRELIMINARY - NOT FOR BIDDING

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date_____

_____

_____

_____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

PRELIMINARY - NOT FOR BIDDING

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor.(See General Conditions Section 1-09.) *Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number*.

PRELIMINARY - NOT FOR BIDDING

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

PRELIMINARY - NOT FOR BIDDING

SIGNATURE(S) OF BIDDER

Accompanying this proposal is _____

(insert the words "cash ($)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

_____

_____

_____

Licensed in accordance with an act providing for the registration of Contractors:

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

_____

_____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: _____

_____

Place of residence: _____

_____

Dated: _____

PRELIMINARY - NOT FOR BIDDING

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____

_____, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of $_____

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on <<DATE OF BID OPENING>> for NORTHWESTERN PACIFIC RAIL TRAIL PHASE 2 .

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20_____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address: _____

_____

_____

PRELIMINARY - NOT FOR BIDDING

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing NORTHWESTERN PACIFIC RAIL TRAIL PHASE 2 by contract, being duly sworn, deposes and says:

> that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

_____

_____

_____

Signature(s) of Bidder

Business Address:_____

_____

_____

Place of Residence:_____

_____

_____

PRELIMINARY - NOT FOR BIDDING

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

_____

Notary Public in and for the County of_____, State of California.

My Commission Expires _____, 20 ____.

CITY OF UKIAH

Mendocino County, California

AGREEMENT

FOR

NORTHWESTERN PACIFIC RAIL TRIAL PHASE 2

Specification No. 17-12

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

<u>Article 1. Work to be Done and Contract Days Allowed.</u>

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within ONE HUNDRED (100) working days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

PRELIMINARY - NOT FOR BIDDING

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

> "No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

(a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.

(b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.

(c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

PRELIMINARY - NOT FOR BIDDING

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

(e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.

(f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.

(g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

(4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:

a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.

b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.

(5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.

PRELIMINARY - NOT FOR BIDDING

(h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.

(i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

PRELIMINARY - NOT FOR BIDDING

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this _____ day of _____, 20____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____

CITY MANAGER, CITY OF UKIAH

Attest: _____

CITY CLERK, CITY OF UKIAH

By: _____

CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this _____ day of _____, 20 ____.

_____

CITY ATTORNEY, CITY OF UKIAH

PRELIMINARY - NOT FOR BIDDING

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____, by and between the City of Ukiah (Ukiah) and _____ (Contractor).

Contractor is

_____

_____ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification**. Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

PRELIMINARY - NOT FOR BIDDING

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH

Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____,

AS PRINCIPAL, and

_____,

AS SURETY,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City", in the penal sum of

_____dollars ($_____)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____,

a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____,20_____.

PRELIMINARY - NOT FOR BIDDING

In the presence of:

WITNESS:

_____

_____(SEAL)

(Individual Principal)

_____

(Business Address)

_____

(City/State/Zip Code)

WITNESS:

_____

_____(SEAL)

(Corporate Principal)

_____

(Business Address)

_____

(City/State/Zip Code)

ATTEST:

_____

_____

(Corporate Principal)

Affix Corporate Seal

_____

(Business Address)

_____

(City/State/Zip Code)

PRELIMINARY - NOT FOR BIDDING

ATTEST:

_____ _____ Affix

(Corporate Surety) Corporate

Seal

_____

(Business Address)

_____

(City/State/Zip Code)

The rate of premium on this bond is $_____ per thousand.

The total amount of premium charges is $_____.

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I,_____, certify that I am the _____ Secretary of the corporation named as Principal in the foregoing bond; that _____, who signed the said bond on behalf of the Principal, was then _____ of said corporation; that I know his signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

PRELIMINARY - NOT FOR BIDDING

CITY OF UKIAH

Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL**, and

_____

_____, **AS SURETY**,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City" in the penal sum of

_____ dollars ($_____)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____,

a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____,20_____.

PRELIMINARY - NOT FOR BIDDING

In the presence of:

WITNESS:

_____

_____(SEAL)

(Individual Principal)

_____

(Business Address)

_____

(City/State/Zip Code)

WITNESS:

_____

_____(SEAL)

(Corporate Principal)

_____

(Business Address)

_____

(City/State/Zip Code)

ATTEST:

_____

_____

(Corporate Principal)

Affix Corporate

Seal

_____

(Business Address)

_____

(City/State/Zip Code)

PRELIMINARY - NOT FOR BIDDING

ATTEST:

_____ _____ Affix

(Corporate Surety) Corporate

Seal

_____

(Business Address)

_____

(City/State/Zip Code)

The rate of premium on this bond is $_____ per thousand.

The total amount of premium charges is $_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I,_____, certify that I am the _____ Secretary of the corporation named as Principal in the foregoing bond; that _____, who signed the said bond on behalf of the Principal, was then _____ of said corporation; that I know his signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

PRELIMINARY - NOT FOR BIDDING

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.

2. The name of the Principal shall be shown exactly as it appears in the Contract.

3. The penal sum shall not be less than required by the Specifications.

4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.

5. If the Principal is a corporation, the bond shall be executed under its corporate seal.

   If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.

6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.

7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.

8. The date of the bond must not be prior to the date of the Contract.

9. The following information must be placed on the bond by the surety company:

   a. The rate of premium in dollars per thousand; and

   b. The total dollar amount of premium charged.

10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.

11. Type or print the name underneath each signature appearing on the bond.

12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

PRELIMINARY - NOT FOR BIDDING

CITY OF UKIAH

Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as **PRINCIPAL**

and_____

_____, as **SURETY**,

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of
_____

_____($_____),

(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City Of Ukiah
dated_____

for _____

_____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____, _____,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20_____.

_____(Seal)

BY:_____(Seal)

_____(Seal)

Principal
_____(Seal)

BY:_____(Seal)

_____(Seal)

Surety

PRELIMINARY - NOT FOR BIDDING

Agenda Item No.: 12d

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-671-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approve Plans and Specifications for Northwestern Pacific Rail Trail, Phase 3, Specification No. 18-04 and Direct Staff to Advertise for Bids.

DEPARTMENT: Public Works **PREPARED BY:** Andrew Stricklin

ATTACHMENTS:

ATTACHMENT 1 - PLANS AND SPEC 18-04

Summary: Per section 22039 of the Public Contracts Code, staff is requesting Council's approval of plans and specifications number 18-04 for the Northwestern Pacific (NWP) Rail Trail, Phase 3. The engineer's estimate, for construction contract items only, for this project is $958,217.

Background: At the September 5th meeting of 2018, Council awarded design of this project to GHD Inc. to prepare bid documents in the amount of $329,413. This work involves the completion of the design and the preparation of the plans, specification, and estimate for the NWP Rail Trail Phase 3 project.

Discussion: The NWP Rail Trail Phase 3 will extend the existing rail trail from Clara Avenue north to Brush Street, and will include a bridge crossing over Orr Creek. Staff obtained a California Natural Resources Agency grant in the amount of $1,400,067 through the Urban Greening Program for the design and construction of this project. This project completes the Rail Trail to the north boundary of the city limits. This project is categorically

RECOMMENDED ACTION: Approve Plans and Specifications for Northwestern Pacific Rail Trail, Phase 3, Specification No. 18-04 and Direct Staff to Advertise for Bids.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 51124210.80230 PC18070: $0

PROPOSED BUDGET AMOUNT: 51124210.80230 PC 18070: $1,400,067 FY 2019/2020

FINANCING SOURCE: Urban Greening Grant

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Public Works Director/City Engineer; Andrew Stricklin, Public Works Management Analyst

Approved: Sage Sangiacomo, City Manager

exempt from CEQA and proper noticing was recorded with the County. Plans and specifications are available to review as Attachment #1. In addition, plans and specifications are available for public review at the front counter of the Ukiah Civic Center. This bid will be awarded within the 19/20 fiscal year, subject to Council 2019/2020 fiscal year budget approval.

Staff recommends approval of the plans and specifications for Northwestern Pacific Rail Trail, Phase 3, Specification No. 18-04 and direct staff to advertise for bids.

2

CITY OF UKIAH
NORTHWESTERN PACIFIC RAIL TRAIL PROJECT
PHASE 3

SPECIFICATION NO. 18-04
APRIL 2019

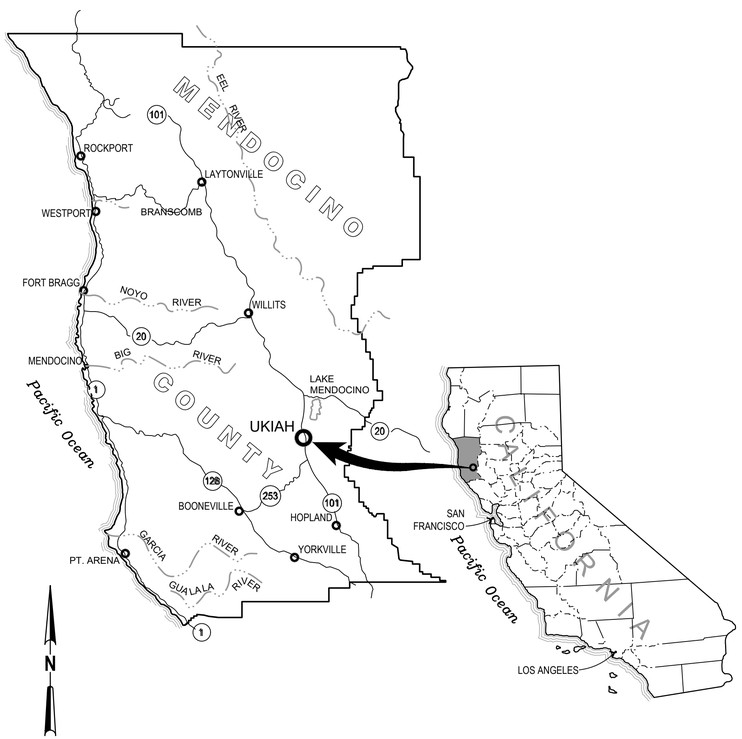
PREPARED BY

GHD

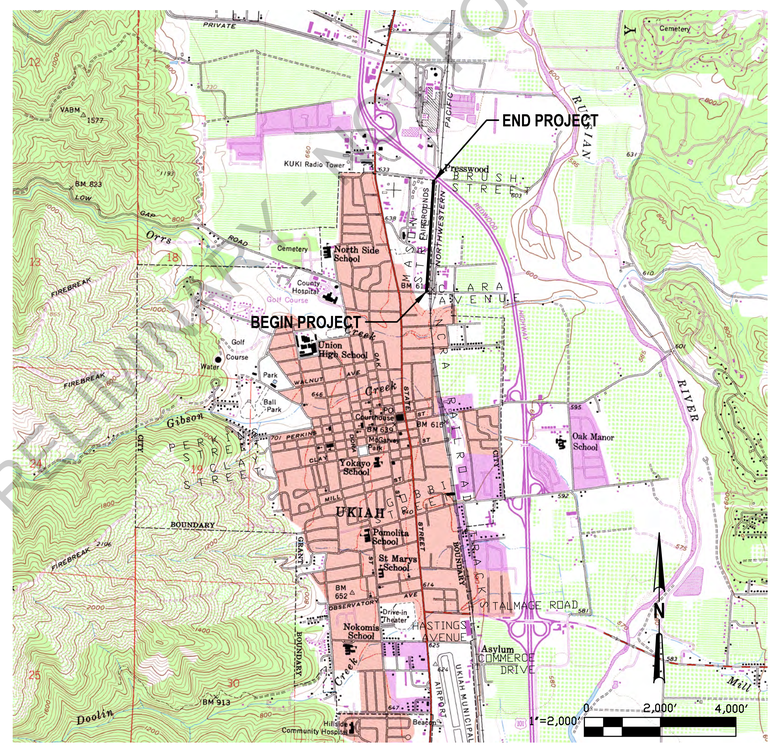
NORTHWESTERN PACIFIC RAIL TRAIL PROJECT PHASE 3

PRELIMINARY - NOT FOR BIDDING

AREA MAP



LOCATION MAP



APPROVALS

CITY OF UKIAH:

DIRECTOR OF PUBLIC WORKS / CITY ENGINEER:

TIM ERIKSEN, PE

APPROVAL _____ SIGNED _____ DATE

CITY PROJECT MANAGER:

ANDREW STRICKLIN

APPROVAL _____ SIGNED _____ DATE

ENGINEER: GHD Inc.:

PROJECT MANAGER:

PATRICK TORTORA, PE

APPROVAL _____ SIGNED _____ DATE

No.	Issue	Drawn	Approved	Date
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Drafting Check	M. KENNEDY	Design Check	M. KENNEDY
Project Manager	P. TORTORA	Date	04/02/2019
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Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title: COVER SHEET
Project No. 11183508
Original Size: ANSI D
Sheet No. G001
Sheet 1 of 31

Plot Date: 2 April 2019 - 1:45 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_G001_COVERSHEET.dwg

SHEET INDEX

SEQUENCE NUMBER	SHEET NUMBER	SHEET TITLE
GENERAL		
1	G001	COVER SHEET
2	G002	SHEET INDEX
3	G003	LEGEND & ABBREVIATIONS
4	G004	CONSTRUCTION NOTES
5	G005	SURVEY CONTROL AND ALIGNMENT
6	G006	TYPICAL CROSS SECTIONS PAGE 1 OF 2
7	G007	TYPICAL CROSS SECTIONS PAGE 2 OF 2
CIVIL		PLAN & PROFILES
8	C101	TRAIL PLAN AND PROFILE STA 0+00 TO STA 5+00
9	C102	TRAIL PLAN AND PROFILE STA 5+00 TO STA 10+00
10	C103	TRAIL PLAN AND PROFILE STA 10+00 TO END
11	C201	MASON STREET CURB DEMOLITION PLAN
12	C202	MASON STREET CURB PLAN AND PROFILE
CIVIL		BIORETENTION POND GRADING AND DRAINAGE PLANS
13	C301	SOUTH POND GRADING AND DRAINAGE PLAN
14	C302	NORTH PONDS GRADING PLAN
15	C303	NORTH PONDS DRAINAGE PLAN
CIVIL		ENLARGED PLANS
16	C401	INTERSECTION IMPROVEMENT PLAN CLARA AVE
17	C402	INTERSECTION IMPROVEMENT PLAN FORD ST
18	C403	INTERSECTION IMPROVEMENT PLAN BRUSH ST
CIVIL		DETAILS
19	C501	CIVIL DETAILS

SEQUENCE NUMBER	SHEET NUMBER	SHEET TITLE
LANDSCAPE		
20	L101	PLANTING PLAN - PAGE 1 OF 3
21	L102	PLANTING PLAN - PAGE 2 OF 3
22	L103	PLANTING PLAN - PAGE 3 OF 3
23	L201	PLANTING DETAILS
STRUCTURAL		
24	S001	STRUCTURAL NOTES
25	S101	PEDESTRIAN BRIDGE - PLAN AND SECTION
26	S102	EAST MSE PLAN AND PROFILE
27	S103	WEST MSE PLAN AND PROFILE
28	S501	STRUCTURAL DETAILS - FOUNDATION
29	S502	RETAINING WALL DETAILS
ELECTRICAL		
30	E101	TRAIL LIGHTING PLAN STA 0+00 TO STA 10+00
31	E102	TRAIL LIGHTING PLAN STA 10+00 TO END
TOTAL SHEET COUNT 31		

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Project Manager	P. TORTORA	Date	04/02/2019
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Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title SHEET INDEX
Project No. 11183508
Original Size ANSI D
Sheet No. G002
Sheet 2 of 31

Plot Date: 2 April 2019 - 1:45 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_G002_DWG INDEX.dwg

LEGEND

GENERAL:

- CENTERLINE
- Ø DIAMETER
- ± APPROXIMATE
- △ DELTA
- INDICATES DIRECTION OR FLOW
- 1 / C501 — LETTER INDICATES SECTION, NUMBER INDICATES DETAIL; SHEET WHERE SECTION OR DETAIL OCCURS

PROFILE LEGEND:

- FG AT DESIGN CL
- EG AT DESIGN CL
- EG AT RIGHT EP
- EG AT LEFT EP

TOPOGRAPHIC:

EXISTING	NEW	
		SURVEY - FOUND MONUMENT
		SURVEY CONTROL POINT - SET
OR		SURVEY CONTROL POINT - FOUND
		PROPERTY LINE (APPROXIMATE)
		RIGHT OF WAY (APPROXIMATE)
		LIMITS OF CONSTRUCTION IN NCRA ROW
		DRAINAGE SWALE, CREEK, OR DITCH
12		CONTOUR LINE
C		LIMITS OF EARTHWORK CUT
F		LIMITS OF EARTHWORK FILL
		STORM DRAIN/CULVERT
X	X	FENCE
		RAILROAD TRACKS
		BUILDING OUTLINE
		PLANTER
		TREE / VEGETATION
		POLE (UTILITY)
		POST
		SIGN (SINGLE POST)
		NEW SIGN PANEL ON EXISTING POST
		FLOW DIRECTION

TOPOGRAPHIC (CONTINUED):

EXISTING	NEW	
		ASPHALT CONCRETE
		DRIVEWAY
		CONCRETE SLAB
		DETECTABLE WARNING
		DRAINAGE DITCH

PAVEMENT STRIPING / MARKING:

EXISTING	NEW	
		(YIELD) "SHARKS TOOTH" MARKING PER CALTRANS STANDARD PLAN A24E
		CROSSWALK STRIPING AS NOTED
	XING ROAD	"ROAD CROSSING" LETTERS

UTILITY:

EXISTING	NEW	
SS	SS	SANITARY SEWER
W	W	WATER
G	G	GAS
OHE		OVERHEAD ELECTRICAL
E		UNDERGROUND ELECTRICAL CONDUIT
UFO	UFO	UNDERGROUND FIBER OPTIC CABLE
		STORM DRAIN MANHOLE
		SANITARY SEWER MANHOLE
		TELECOM MANHOLE
		ELECTRICAL METER
		FIRE HYDRANT
		WATER VALVE
OR	WATER METER	WATER METER
		GAS METER
		GAS VALVE

UTILITY (CONTINUED):

EXISTING	NEW	
DI GRATE		STORM DRAINAGE INLET /CATCH BASIN
		STORM DRAIN INLET MODIFIED TO JUNCITON BOX
		UTILITY POLE
		GUY
		PEDESTRAIN LEVEL LIGHT
		LED COBRA HEAD LIGHT
ELEC. CABINET		UTILITY VAULT / CABINET
UTILITY BOX		UTILITY BOX / PULL BOX
TELEPHONE PEDESTAL		TELEPHONE PEDESTAL
		FIBER OPTIC MARKER
RR SWITCH		RAILROAD SWITCH
RR XING ARM		RAILROAD CROSSING ARM
RR XING POST		RAILROAD CROSSING POST

ABBREVIATIONS

AB	ANCHOR BOLT
AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AGG	AGGREGATE
ARI	AGENCY RETAINED ITEMS
ARV	AIR-VACUUM RELEASE VALVE
ASS'Y.	ASSEMBLY
AVE	AVENUE
AWWA	AMERICAN WATER WORKS ASSOCIATION
@	AT
B-	BORING
BC	BOTTOM OF CURB
BCR	BEGIN CURB RETURN
BFP	BACK FLOW PREVENTER
BM	BENCH MARK
BMP	BEST MANAGEMENT PRACTICE
BLDG	BUILDING
BLVD	BOULEVARD
BO	BLOW OFF
BOT	BOTTOM
BVC	BEGIN VERTICAL CURVE
C	CONDUIT
CI	CAST IRON
C.I.P.	CAST IN PLACE
CL, ℄	CENTERLINE
CLR	CLEAR, CLEARANCE
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT
CONC	CONCRETE
CONT	CONTINUOUS
CONT'D	CONTINUED
COORD	COORDINATE
COR	CORNER
CU	CUBIC
CV	CHECK VALVE
d	PENNY (NAIL SIZE)
DEMO	DEMOLISH
DIA, Ø	DIAMETER
DTL	DETAIL
DI	DROP (DRAINAGE) INLET
DF	DOUGLAS FIR
DR	DRIVE
DW	DOMESTIC WATER LINE
DWG	DRAWING
(E)	EXISTING
E	EAST
EA	EACH
EC	END CURVE
ECR	END CURB RETURN
EF	EACH FACE
EG	EXISTING GRADE
EP	EDGE PAVING
EQ	EQUAL
ER	EDGE ROAD
EL/ELEV	ELEVATION
ELEC	ELECTRIC
ENGR	ENGINEER
ES	EDGE OF SHOULDER
ETW	EDGE OF TRAVELED WAY
EVC	END VERTICAL CURVE
EW	EACH WAY
FIN	FINISH
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL, ℄	FLOW LINE
FLR	FLOOR
FND	FOUND
FP	FIRE PROTECTION
FS	FINISHED SURFACE
FT	FOOT OR FEET
FTG	FOOTING
G	GAS LINE
GAL	GALLON
GALV	GALVANIZED
GB	GRADE BREAK
GR	GRADE
GRD	GROUND
GUT	GUTTER
GV	GATE VALVE
HB	HOSE BIBB
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HMA	HOT MIX ASPHALT
HMA-CO	" " " (COLORIZED OPEN GRADED-WMA)
HORZ	HORIZONTAL
HWY	HIGHWAY
HPGN	HIGH PRECISION GEODETIC NETWORK
HYD	HYDRANT
IE	INVERT ELEVATION
IP	IRON PIPE
INV	INVERT
JCT	JUNCTION
JP	JUNCTION UTILITY POLE
(L)	LEFT
L	LENGTH
LAT	LATERAL
LF	LINEAL FEET
LS	LIFT STATION
LT	LEFT
MAX	MAXIMUM
M	METER
MFR	MANUFACTURER
MH	MAN HOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MG	MILLION GALLON
MPH	MILES PER HOUR
(N)	NEW
N	NORTH
NCRA	NORTH COAST RAILROAD AUTHORITY
NIC	NOT IN CONTRACT
NO	NUMBER
NTS	NOT TO SCALE
NS	NON SHRINK
NWP Co	NORTHWESTERN PACIFIC RAILROAD COMPANY
O.C.	ON CENTER
OG	ORIGINAL GROUND
OHE	OVERHEAD ELECTRICAL
OPNG	OPENING
PC	POINT OF CURVE
PCC	PORTLAND CONCRETE CEMENT
PE	POLYETHYLENE
PL	PLATE
P/L, ℄	PROPERTY LINE
PLCS	PLACES
PLWD	PLYWOOD
PLTR	PLANTER
POC	POINT OF CONNECTION
PP	POWER POLE
PRV	PRESSURE REDUCING VALVE
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TREATED, OR POINT OF TANGENT BEGINNING
PVC	POLYVINYL CHLORIDE
(R)	RIGHT
R, RAD	RADIUS
RC	RELATIVE COMPACTION
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
RDWD	REDWOOD
REQ'D	REQUIRED
REQ'T	REQUIREMENT
ROW	RIGHT OF WAY
RPP	REDUCED PRESSURE PRINCIPAL
RR	RAILROAD
RRSPK	RAILROAD SPIKE
RSP	ROCK SLOPE PROTECTION
RT	RIGHT
RW, or R/W	RIGHT-OF-WAY
S	SLOPE
SAT	SATURATED
SB	SETBACK
SCH, SCHED	SCHEDULE
SD	STORM DRAIN
SDJB	STORM DRAIN JUNCTION BOX
SDMH	STORM DRAIN MANHOLE
SF	SQUARE FEET
SHT	SHEET
SIM	SIMILAR
SO	SOUTH
SQ	SQUARE
SS	SANITARY SEWER
S STL	STAINLESS STEEL
STA	STATION
STD	STANDARD
STL	STEEL
T	TANGENT
T&G	TONGUE AND GROOVE
TC	TOP OF CONCRETE
TOC	TOP OF CURB
T, TEL	TELEPHONE
THK	THICK
TG	TOP GRATE
TP	TEST PIT
TR	TRASH RECEPTACLE
TS	TOP OF SLAB
TW	TOP OF WALK
TW	TOP OF WALK
TWLT	TWO WAY LEFT TURN LANE
TYP	TYPICAL
UBC	UNIFORM BUILDING CODE
UNO	UNLESS OTHERWISE NOTED
V	VOLT(S)
VAR	VARIES
VERT	VERTICAL
W/	WITH
W	WATER
WD	WIDE
WMA	WARM MIX ASPHALT
WQDB	WATER QUALITY DETENTION BASIN
XING	CROSSING
X-WALK	CROSSWALK
YD	YARD

NOTE:
CONTACT ENGINEER FOR ABBREVIATIONS NOT LISTED.

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Project Manager	P. TORTORA	Date	04/02/2019
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Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title: LEGEND & ABBREVIATIONS
Project No. 11183508
Original Size: ANSI D
Sheet No. G003
Sheet 3 of 31

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GENERAL NOTES:

1. THE CONTRACTOR SHALL READ AND MAKE CAREFUL EXAMINATION OF THE PLANS, SPECIFICATIONS, QUANTITIES AND MATERIAL ESTIMATES AND VISIT THE SITE OF THE PROPOSED CONSTRUCTION TO BECOME FAMILIAR WITH THE SITE CONDITIONS AND LIMITATIONS BEFORE MAKING A BID. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL ERRORS RESULTING FROM THE FAILURE TO MAKE SUCH AN EXAMINATION. ANY INFORMATION DERIVED FROM THE MAPS, PLANS, SPECIFICATIONS, PROFILES, DRAWINGS OR FROM THE ENGINEER WILL NOT RELIEVE THE CONTRACTOR FROM ANY RISK OR FROM FULFILLING THE TERMS OF THE CONTRACT.
2. ALL CONSTRUCTION SHALL CONFORM TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION 2015 STANDARD SPECIFICATIONS, CITY OF UKIAH STANDARD DRAWINGS, THE PROJECT PLANS, AND THE PROJECT SPECIAL PROVISIONS UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL PROVIDE, PROCURE AND PAY FOR ALL PERMITS REQUIRED TO CARRY ON AND COMPLETE THE WORK. THESE INCLUDE, BUT ARE NOT LIMITED TO, A CITY OF UKIAH ENCROACHMENT PERMIT (WAIVED), RIGHT OF ENTRY PERMIT BY NCRA, CURRENT BUSINESS LICENSE, VALID AND PROPER CONTRACTOR'S LICENSE. ENCROACHMENT PERMITS MUST BE LOCATED ON THE JOB SITE DURING WHICH TIME CONTRACTOR IS WORKING THERE.
4. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION. DIAL (TOLL FREE) 1-800-642-2444 OR 811.
5. CONSTRUCTION MATERIALS AND EQUIPMENT SHALL BE NEW AND OF A QUALITY EQUAL TO THAT SPECIFIED OR APPROVED. WORK SHALL BE DONE AND COMPLETED IN A THOROUGH AND WORKMANLIKE MANNER.
6. WHENEVER ANY MATERIAL OR EQUIPMENT IS INDICATED OR SPECIFIED BY PATENT OR PROPRIETARY NAME OR BY THE NAME OF THE MANUFACTURER, SUCH SPECIFICATION SHALL BE CONSIDERED AS USED FOR DESCRIBING THE MATERIAL OR EQUIPMENT DESIRED AND SHALL BE CONSIDERED AS FOLLOWED BY THE WORDS "OR APPROVED EQUAL". THE CONTRACTOR MAY OFFER ANY MATERIAL OR EQUIPMENT WHICH SHALL BE EQUAL IN EVERY RESPECT TO THAT SPECIFIED; PROVIDED THAT WRITTEN APPROVAL FIRST IS OBTAINED FROM THE CITY ENGINEER.
7. MATERIALS SHALL BE SO STORED TO ENSURE THE PRESERVATION OF THEIR QUALITY AND FITNESS FOR THE WORK. ALL MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR (UNLESS OTHERWISE NOTED). THEY SHALL BE SO LOCATED AND DISPOSED THAT PROMPT AND PROPER INSPECTION THEREOF MAY BE MADE.
8. THE CITY SHALL HAVE THE RIGHT TO TAKE POSSESSION OF AND USE ANY COMPLETED OR PARTIALLY COMPLETED PORTIONS OF THE WORK, NOT WITHSTANDING THE TIME FOR COMPLETING THE ENTIRE WORK OR SUCH PORTIONS WHICH MAY NOT HAVE EXPIRED; BUT SUCH TAKING OF POSSESSION AND USE SHALL NOT BE DEEMED AN ACCEPTANCE OF ANY WORK NOT COMPLETED IN ACCORDANCE WITH THE PROJECT PLANS AND SPECIFICATIONS. IF SUCH PRIOR USE INCREASES THE COST OF OR DELAYS THE WORK, THE CONTRACTOR SHALL BE ENTITLED TO SUCH COMPENSATION, OR EXTENSION OF TIME OR BOTH, AS THE ENGINEER MAY DETERMINE.
9. PROJECT REQUIRES A CLASS A GENERAL ENGINEERING CONTRACTOR'S LICENSE IN THE STATE OF CALIFORNIA.
10. QUANTITIES OF ITEMS, LENGTH OF PROJECT, AND SITE CONDITIONS SHOWN IN THE PLANS ARE APPROXIMATE.
11. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, GHD INC., THE NCRA, AND THEIR REPRESENTATIVES HARMLESS FROM ANY AND ALL LIABILITY, REAL AND/OR ALLEGED, IN CONJUNCTION WITH THE PERFORMANCE OF THIS PROJECT.
12. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING STRUCTURES, ROADS, AND UTILITIES DURING CONSTRUCTION REGARDLESS WHETHER IN CITY, PRIVATE, OR NCRA PROPERTY. ALL DAMAGE SHALL SHALL BE RESTORED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.
13. CONTRACTOR SHALL VERIFY LOCATIONS, ELEVATIONS, DISTANCES, AND FEATURES THAT MAY AFFECT THE WORK. SHOULD EXISTING CONDITIONS DIFFER FROM THOSE SHOWN OR INDICATED, OR IF IT APPEARS THAT THESE PLANS, STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS DO NOT ADEQUATELY DETAIL THE WORK TO BE DONE, CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONTINUING WITH ANY RELATED WORK. NO ALLOWANCE WILL BE MADE ON HIS BEHALF FOR ANY EXTRA EXPENSE RESULTING FROM FAILURE OR NEGLECT IN DETERMINING THE CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE.
14. A SET OF APPROVED CONSTRUCTION DRAWINGS AND SPECIAL PROVISIONS SHALL BE KEPT AT ALL TIMES AT THE JOB SITE ON WHICH ALL CHANGES OR VARIATIONS IN THE WORK, INCLUDING ALL EXISTING UTILITIES, ARE TO BE RECORDED AND/OR CORRECTED DAILY BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER WHEN THE WORK TO BE DONE IS COMPLETED.
15. CONTRACTOR SHALL PROVIDE AND MAINTAIN SUFFICIENT TEMPORARY BARRIERS TO PROVIDE FOR THE SAFETY OF THE PUBLIC TO THE SATISFACTION OF THE ENGINEER.
16. SHOULD GRADING OPERATIONS ENCOUNTER HAZARDOUS MATERIALS, OR WHAT APPEAR TO BE HAZARDOUS MATERIALS, STOP WORK IN THE AFFECTED AREA IMMEDIATELY AND CONTACT 911 (OR THE APPROPRIATE AGENCY) AND CITY FOR FURTHER INSTRUCTION.
17. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS IN ADVANCE OF COMMENCEMENT OF ANY PART OF THE WORK AND SHALL COORDINATE CONSTRUCTION SCHEDULE WITH CITY OF UKIAH AND NCRA REPRESENTATIVE TO MINIMIZE IMPACT TO RESIDENTS AND ADJACENT LANDOWNERS.
18. UNSUITABLE EXCAVATED MATERIAL SHALL BE REMOVED FROM SITE AND DISPOSED OF IN A MANNER CONSISTENT WITH APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY AND EXPENSE FOR PROPER DISPOSAL OF UNSUITABLE MATERIALS TAKEN FROM SITE AND PROVIDE WRITTEN DOCUMENTATION OF PERMISSION AND ENVIRONMENTAL DOCUMENTATION FOR USE OF ANY DISPOSAL SITE AS REQUESTED BY THE ENGINEER.
19. THE DESIGN FEATURES INCLUDING HORIZONTAL AND VERTICAL ALIGNMENTS, TYPICAL SECTIONS, APPROACHES, AND OTHER DESIGN DETAILS SHOWN ON THESE DESIGN PLANS SHALL NOT BE ALTERED OR MODIFIED IN ANY WAY DURING CONSTRUCTION WITHOUT THE EXPRESSED, WRITTEN DIRECTION AND APPROVAL OF THE ENGINEER AND/OR CONTRACTING OFFICER.
20. NO WORK SHALL BE PERFORMED OUTSIDE OF THE DESIGNATED CONSTRUCTION LIMITS WITHOUT THE APPROVAL OF THE CITY.
21. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPROVED STAGING AREAS WITH THE CITY OF UKIAH CITY ENGINEER AND THE NCRA.
22. NEW STRIPING AND MARKINGS SHALL BE THERMOPLASTIC PER SECTION 84 OF THE 2015 CALTRANS STANDARD SPECIFICATIONS.
23. ALL WORK WITHIN NCRA ROW SHALL CONFORM TO NCRA BMP'S AND NCRA'S RIGHT OF ENTRY PERMIT. NO HEAVY EQUIPMENT SHALL BE OPERATED WITHIN 8 FEET OF THE TRACK END OF TIES.

UTILITY NOTES:

1. THE LOCATION OF UTILITIES SHOWN IN THE PLANS IS APPROXIMATE AND IS ONLY SHOWN TO ASSIST THE CONTRACTOR IN COMPLETING THE WORK. THE CONTRACTOR SHALL VERIFY ALL UTILITIES WITH OWNERS PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES THROUGH THE NEGLIGENCE OF THE CONTRACTOR SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
2. IF ANY WORK IS IN CLOSE PROXIMITY TO EXISTING UTILITIES AND COORDINATION IS REQUESTED BY THE UTILITY COMPANY, THE CONTRACTOR SHALL COORDINATE UTILITY WORK WITH THE RESPONSIBLE UTILITY COMPANY (UTILITY OWNER).
3. THE ACTUAL LOCATION OF EXISTING UTILITIES MAY VARY FROM THAT SHOWN ON THE PLANS. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL POTHOLE AND LOCATE ALL EXISTING UTILITIES VARIATIONS IN LOCATION AND DEPTH SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND CITY IMMEDIATELY SO THAT THE LOCATION OF UTILITIES MAY BE CHECKED WITH THE PROPOSED DESIGN. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION. DIAL (TOLL FREE) 1-800-642-2444 OR 811.
4. ALL EXISTING UTILITIES AND TIE-IN POINTS SHOULD BE CONSIDERED ACTIVE UTILITIES UNLESS OTHERWISE INDICATED.
5. CONSTRUCTION ACTIVITY WILL TAKE PLACE IN THE VICINITY OF OVERHEAD ELECTRIC TRANSMISSION LINES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE AWARE OF, AND OBSERVE, THE MINIMUM CLEARANCES FOR WORKERS AND EQUIPMENT OPERATING NEAR HIGH VOLTAGE ELECTRIC LINES AS SET OUT IN THE HIGH VOLTAGE SAFETY ORDERS OF THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY AS WELL AS OTHER APPLICABLE SAFETY REGULATIONS.

GRADING NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL SURVEY DATA. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING RIGHT-OF-WAY LINES, SLOPE EASEMENTS, AND ALL HORIZONTAL AND VERTICAL CONTROL PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION STAKING AND SHALL ARRANGE FOR STAKING BY A CALIFORNIA LICENSED SURVEYOR. STAKING WILL BE REVIEWED BY ENGINEER FOR CONFORMANCE TO DESIGN PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL CONSTRUCTION. ADEQUATE SHORING BRACING, TIES, AND SUPPORTS SHALL BE USED TO PROVIDE PROPER TEMPORARY INTEGRITY DURING ALL PHASES OF CONSTRUCTION.
4. ALL EXISTING LANDSCAPED AND UNPAVED AREAS WHICH ARE DISTURBED BY CONSTRUCTION OR EARTHWORK OPERATIONS SHALL BE HAND RAKED SMOOTH AND RETURNED TO ORIGINAL EXISTING CONDITIONS.
5. ALL DITCHES, SWALES, GUTTERS, ETC. SHOULD BE CONSIDERED ACTIVE STORM CONVEYANCES UNLESS OTHERWISE INDICATED. CONTRACTOR IS RESPONSIBLE FOR ADDRESSING STORM WATER DRAINAGE AND DEWATERING OF WORK AREAS DURING CONSTRUCTION.

TRAFFIC CONTROL NOTES:

1. ALL PERMANENT AND TEMPORARY ROADSIDE SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). CONTRACTOR SHALL USE THE MUTCD FOR TRAFFIC CONTROL. SEE SPECIAL PROVISIONS FOR OTHER TRAFFIC CONTROL REQUIREMENTS.
2. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING AND SUBMITTING A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE PROJECT PLANS, THE CONTRACTOR'S SEQUENCING PLAN, MUTCD, AND THE PROJECT SPECIAL PROVISIONS.
3. CONTRACTOR TO COORDINATE TEMPORARY TRAFFIC CONTROL WITH THE CITY.
4. CONTRACTOR SHALL PROVIDE TEMPORARY PEDESTRIAN ACCESS DURING CONSTRUCTION.

TEMPORARY PEDESTRIAN ACCESS NOTES:

1. THE CURB RAMP STANDARDS DEPICTED HERE MAY NOT BE APPROPRIATE FOR ALL LOCATIONS. FIELD CONDITIONS AT INDIVIDUAL LOCATIONS MAY REQUIRE SPECIFIC DESIGNS. DESIGNS MUST BE CONSISTENT WITH THE PROVISIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) 2015 STANDARD PLANS AND /OR CITY OF UKIAH STANDARD PLANS TO THE MAXIMUM EXTENT FEASIBLE.
2. SIDEWALK THICKNESS SHALL BE 3.5" MINIMUM, RAMP THICKNESS SHALL BE 3.5" MINIMUM OVER 3" AGGREGATE BASE.
3. TRANSITIONS FROM RAMPS AND LANDINGS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES NOT EXCEEDING 1/4" VERTICAL.
4. MAXIMUM SLOPES OF ADJOINING GUTTERS, THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP OR ACCESSIBLE ROUTE SHALL NOT EXCEED 5% WITHIN 4'-0" OF THE TOP AND BOTTOM OF THE CURB RAMP.
5. C0NTRACTOR TO PROVIDE 0.3' AC EDGE PATCH AROUND CURB AND/OR CURB AND GUTTER LINE, AS REQUIRED IN FIELD
6. A 6" HIGH WARNING CURB IS REQUIRED PER CBC 1133B.8.1 WHENEVER THERE IS AN ABRUPT CHANGE IN GRADE ELEVATION OFF THE EDGE OF A WALKING SURFACE THAT EXCEEDS 4" VERTICAL.
7. CONTRACTOR SHALL PROVIDE CONTINUOUS PATH OF TRAVEL AT ALL TIMES. A CONTINUOUS PATH OF TRAVEL SHALL BE 48 INCHES MINIMUM UNOBSTRUCTED WIDTH WITH RIGID SURFACE MATERIALS AT CROSS SLOPES OF 2% MAXIMUM AND A RUNNING SLOPE OF 5% MAXIMUM IN THE DIRECTION OF TRAVEL OR 8.33% MAXIMUM FOR RAMP. PLASTIC MESH FENCING SHALL BE INSTALLED ADJACENT TO THE TEMPORARY PEDESTRIAN RAMP TO PROVIDE VISUAL WARNING AND CONTROL FOR PEDESTRIANS. THE PLASTIC MESH SHALL BE 4 FOOT HIGH MINIMUM IN SAFETY ORANGE COLOR AND SECURELY WIRE TIED TO TYPE II BARRICADES OR EQUAL BARRICADES SHALL BE PROPERLY SPACED AND ADEQUATELY WEIGHTED WITH SAND BAGS OR APPROVED EQUAL TO ENSURE MESH REMAINS VERTICAL AND AT PROPER HEIGHT AT ALL TIMES.
8. WHEN AN EXISTING PATH OF TRAVEL IS TO BE BLOCKED OR REMOVED, THE CONTRACTOR SHALL SUBMIT AN ACCESS PLAN FOR CITY APPROVAL. NO WORK SHALL COMMENCE UNTIL AN APPROVED ACCESS PLAN HAS BEEN OBTAINED FROM THE CITY. THE ACCESS PLAN SHALL CONSIST OF TEMPORARY RAMPS OR AN APPROVED EQUAL.
9. IF THE CONSTRUCTION WORK AREA IS WITHIN AN EXISTING FACILITY (E.G. BUS STOPS, CROSSWALKS, ETC.), CONTRACTOR SHALL PROVIDE 48 HOURS ADVANCE NOTICE TO OWNERS OF THE FACILITY INDICATING THE AFFECTED LOCATION AND DURATION OF WORK. NO TWO FACILITIES OR PROGRAMS IN SEQUENCE SHALL BE BLOCKED OR CLOSED FOR PUBLIC USE.
10. PAYMENT FOR PROVIDING A CONTINUOUS PATH OF TRAVEL SHALL BE CONSIDERED AS INCLUDED IN VARIOUS ITEMS OF WORK AND NO SEPARATE PAYMENT SHALL BE MADE. PROVISIONS FOR CONTINUOUS PATH OF TRAVEL SHALL INCLUDE INSTALLATION AND MAINTENANCE OF TEMPORARY RAMPS, POTHOLING OF UTILITIES, RESTORATION OF EXISTING STREET IMPROVEMENTS, COORDINATION OF WORK, TRAFFIC CONTROLS AND ALL ASSOCIATED WORK NEEDED TO COMPLETE THIS REQUIREMENT. HOWEVER, THE CONTRACTOR WILL BE ENTITLED FOR ADDITIONAL WORKING DAYS TO THE CONTRACT PERIOD FOR RIGHT-OF-WAY DELAYS AT NO FAULT BY THE CONTRACTOR.

PROJECT SCOPE:

THE SCOPE OF WORK AS STATED BELOW IS FOR DSA PLAN REVIEW PURPOSES ONLY AND DOES NOT CONSTITUTE A DETAILED AND FULL EXPLANATION OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

- CONSTRUCTION AN ACCESSIBLE CALTRANS STANDARD CLASS I MULTI-USE PATH WITHIN THE RAILROAD RIGHT-OF-WAY.
- THE PATH EXTENDS FROM CLARA AVE NORTH TO BRUSH STREET, ALONG THE EAST SIDE OF THE EXISTING RAIL ROAD TRACKS.
- ACCESSIBILITY IMPROVEMENTS INCLUDE NEW ACCESSIBLE RAMPS AT EACH STREET CROSSING, WITH THE APPROPRIATE CROSSWALK MARKINGS.
- INSTALLATION OF A PRE-ENGINEERED FLATBED RAILCAR BRIDGE OVER ORR CREEK.

GOVERNING AGENCIES:

DIVISION OF STATE ARCHITECT
ACCESS COMPLIANCE SECTION (DSA/ACS)
1515 CLAY STREET, SUITE 1201
OAKLAND, CA 94612
(510) 622-3127

CITY OF UKIAH
300 SEMINARY AVE
UKIAH, CA 95482
(707) 463-6200

CALIFORNIA NATURAL RESOURCES AGENCY
1416 NINTH STREET, SUITE 1311
SACRAMENTO, CA 95814

CALIFORNIA DEPT. OF FISH AND WILDLIFE
NORTHERN REGION
619 SECOND STREET
EUREKA, CA 95501
(707) 445-6493

APPLICABLE CODES:

2016 CALIFORNIA BUILDING CODE (CBC)
CALIFORNIA CODE OF REGULATIONS
(CCR) TITLE 24, PART 2

2016 CALIFORNIA ELECTRICAL CODE (CEC)
CALIFORNIA CODE OF REGULATIONS
(CCR) TITLE 24, PART 3

2010 AMERICANS WITH DISABILITIES ACT (ADA)
STANDARDS FOR ACCESSIBLE DESIGN (ADAS)

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Drawn	B. ARTITA	Designer	P. TORTORA
Drafting Check	M. KENNEDY	Design Check	M. KENNEDY
Project Manager	P. TORTORA	Date	04/02/2019
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Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title CONSTRUCTION NOTES
Project No. 11183508
Original Size ANSI D
Sheet No. G004
Sheet 4 of 31

Plot Date: 2 April 2019 - 1:45 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_G004_NOTES.dwg

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS ZONE 2, NAD83(EPOCH 2010.00) AS DETERMINED BY GPS FAST-STATIC TIES TO CORS STATIONS, DN9089(P334), DK6396(P206), DM7530(P059), DN7378(P319), DN7390(P335), DO7031(CASR), DM6171(P188), DN7384(P329), AND DN5651(P339). ALL DISTANCES ARE GROUND DISTANCES; MULTIPLY BY 0.99989086 TO CONVERT TO GRID DISTANCES.

BENCHMARK:

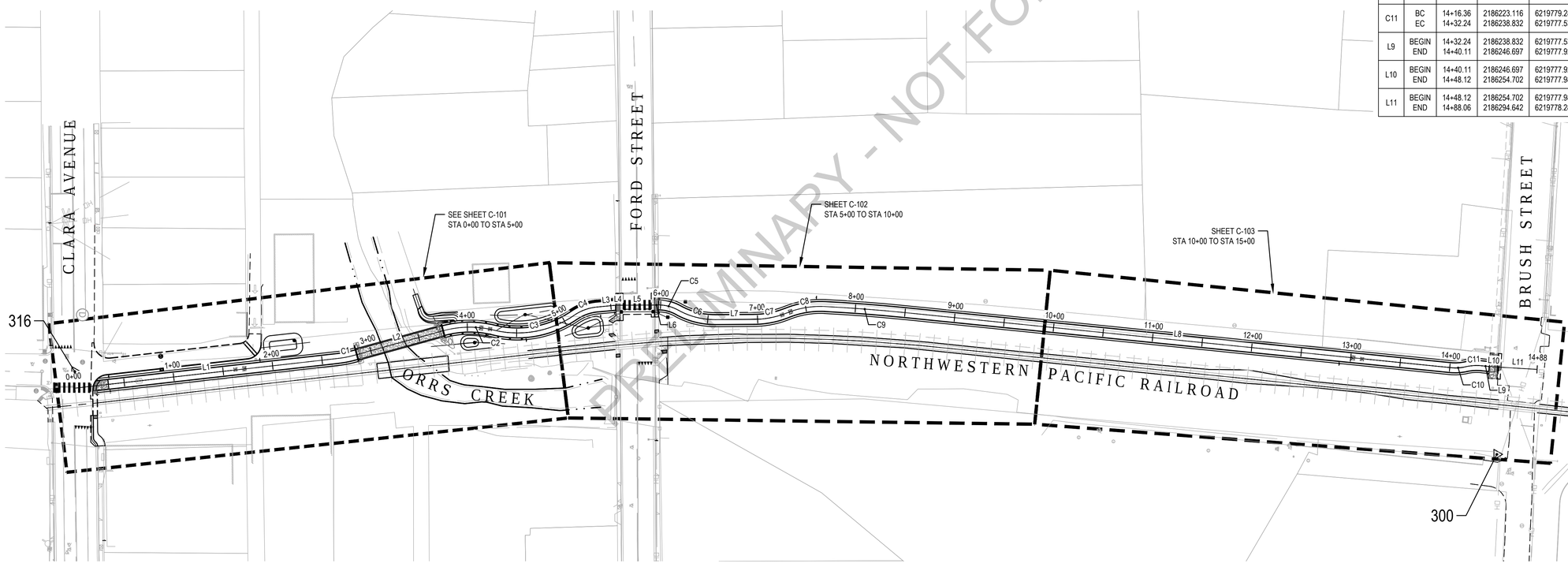
THE VERTICAL DATUM FOR THIS SURVEY IS NAVD 88, DETERMINED BY GPS FAST-STATIC TIES TO THE ABOVE CORS STATIONS.
PROJECT BENCH MARK IS A BRASS DISK IN STANDARD WELL MONUMENT AT THE INTERSECTION OF THE CENTER LINES OF FORD STREET AND MYRON STREET.
ELEVATION = 610.92 (NAVD88).

CONTROL POINT TABLE

POINT NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
316	2184827.721	6219856.861	619.360	MAG
300	2186258.693	6219865.624	613.580	SPK

TRAIL CENTERLINE ALIGNMENT LINE AND CURVE TABLE

TAG		STATION	NORTHING	EASTING	LENGTH	RADIUS	BEARING
L1	BEGIN END	0+00.00 2+66.52	2184828.610 2185091.538	6219873.439 6219829.846	266.52		N09°24'50"W
C1	BC EC	2+66.52 2+82.17	2185091.538 2185106.719	6219829.846 6219826.089	15.655	100.00	N13°53'56"W
L2	BEGIN END	2+82.17 3+75.46	2185106.719 2185195.247	6219826.089 6219796.668	93.29		N18°23'02"W
C3	BC EC	4+26.58 5+10.98	2185245.706 2185325.431	6219793.370 6219774.567	84.395	100.00	N13°16'16"W
C4	BC EC	5+10.98 5+36.40	2185325.431 2185348.602	6219774.567 6219764.788	25.423	50.00	N22°52'56"W
L3	BEGIN END	5+36.40 5+55.11	2185348.602 2185367.113	6219764.788 6219762.082	18.71		N08°18'58"W
L4	BEGIN END	5+55.11 5+59.38	2185367.113 2185371.377	6219762.082 6219761.835	4.27		N03°18'58"W
L5	BEGIN END	5+59.38 5+93.87	2185371.377 2185405.807	6219761.835 6219759.840	34.49		N03°18'58"W
L6	BEGIN END	5+93.87 5+97.87	2185405.807 2185409.803	6219759.840 6219759.608	4.00		N03°18'58"W
C5	BC EC	5+97.87 6+18.53	2185409.803 2185429.824	6219759.608 6219763.674	20.659	40.00	N11°28'47"E
C6	BC EC	6+18.53 6+57.22	2185429.824 2185467.321	6219763.674 6219771.301	38.692	75.00	N11°29'48"E
L7	BEGIN END	6+57.22 6+96.32	2185467.321 2185506.352	6219771.301 6219769.062	39.10		N03°16'57"W
C7	BC EC	6+96.32 7+30.29	2185506.352 2185539.107	6219769.062 6219760.837	33.973	90.00	N14°05'48"W
C8	BC EC	7+30.29 7+69.27	2185539.107 2185576.870	6219760.837 6219752.464	38.984	90.00	N12°30'06"W
C9	BC EC	7+69.27 8+49.36	2185576.870 2185656.925	6219752.464 6219754.338	80.085	1600.00	N01°20'28"E
L8	BEGIN END	8+49.36 14+00.48	2185656.925 2186207.401	6219754.338 6219781.021	551.12		N02°46'30"E
C10	BC EC	14+00.48 14+16.36	2186207.401 2186223.116	6219781.021 6219779.280	15.878	50.00	N06°19'20"W
C11	BC EC	14+16.36 14+32.24	2186223.116 2186238.832	6219779.280 6219777.539	15.878	50.00	N06°19'20"W
L9	BEGIN END	14+32.24 14+40.11	2186238.832 2186246.697	6219777.539 6219777.920	7.88		N02°46'30"E
L10	BEGIN END	14+40.11 14+48.12	2186246.697 2186254.702	6219777.920 6219777.985	8.00		N00°27'47"E
L11	BEGIN END	14+48.12 14+88.06	2186254.702 2186294.642	6219777.985 6219778.283	39.94		N00°25'41"E



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Drafting Check	M. KENNEDY	Design Check	M. KENNEDY
Project Manager	P. TORTORA	Date	04/02/2019
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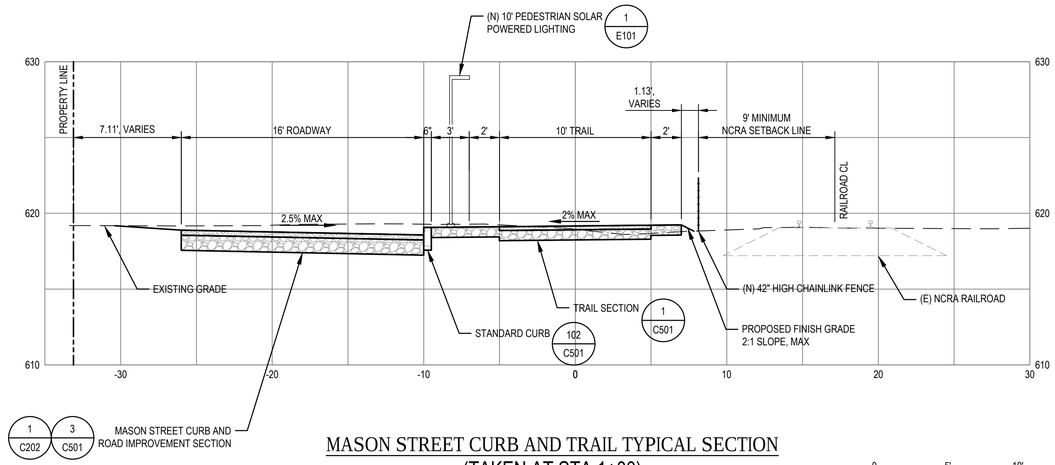
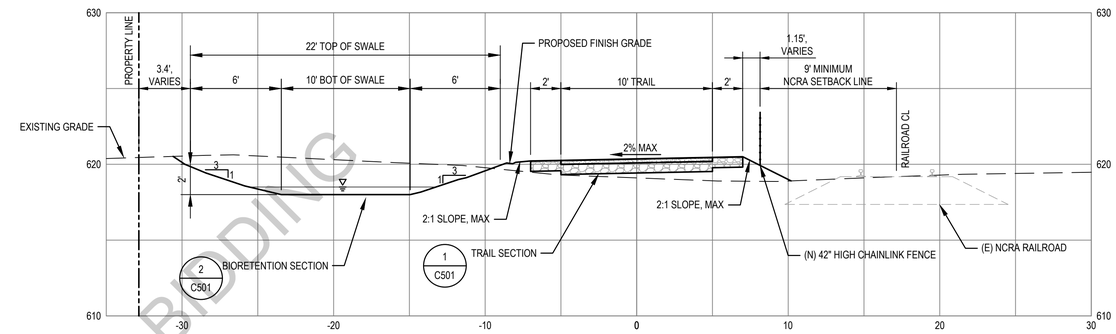
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title SURVEY CONTROL AND ALIGNMENT
Project No. 11183508
Original Size ANSI D
Sheet No. G005
Sheet 5 of 31

Plot Date: 2 April 2019 - 1:46 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_G005_SURVEY.dwg



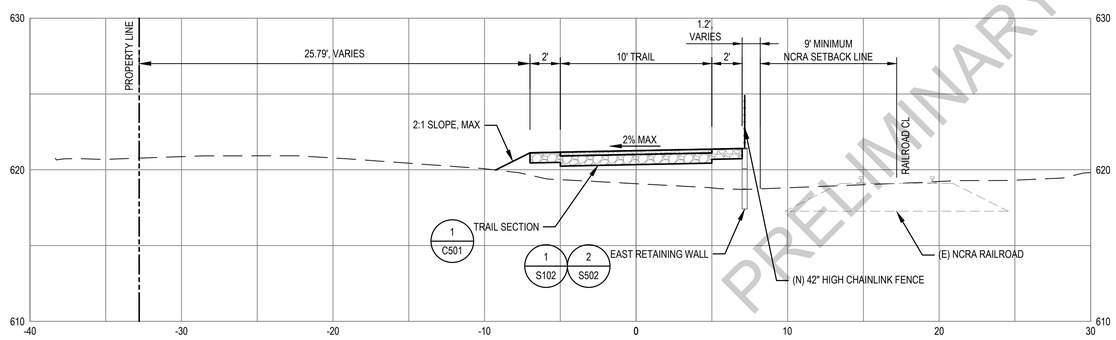
MASON STREET CURB AND TRAIL TYPICAL SECTION
(TAKEN AT STA 1+00)
STA 0+19 TO STA 1+93

0 5' 10'
HORIZONTAL/VERTICAL SCALE



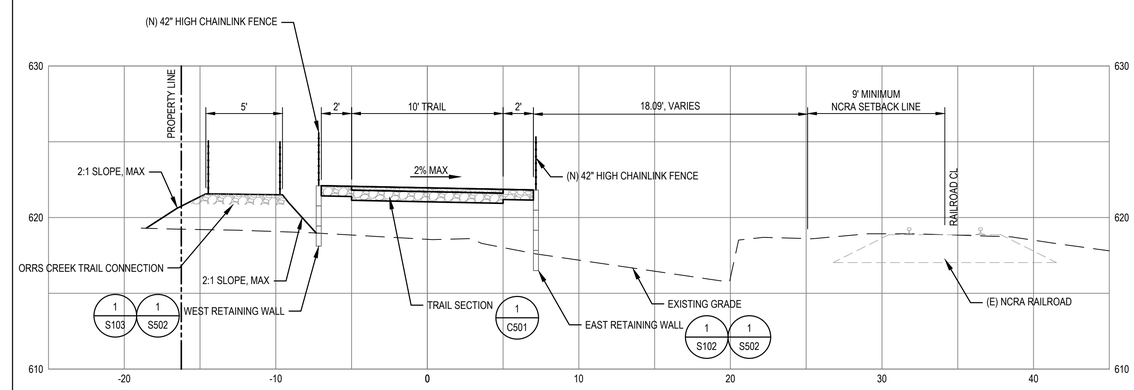
BIORETENTION SWALE AND TRAIL TYPICAL SECTION
(TAKEN AT STA 2+25)
STA 1+93 TO STA 2+32

0 5' 10'
HORIZONTAL/VERTICAL SCALE



SOUTH RETAINING WALL TYPICAL TRAIL SECTION
(TAKEN AT STA 2+50)
STA 2+32 TO STA 2+85

0 5' 10'
HORIZONTAL/VERTICAL SCALE



NORTH RETAINING WALL TYPICAL TRAIL SECTION
(TAKEN AT STA 3+80)
STA 3+75 TO STA 3+91

0 5' 10'
HORIZONTAL/VERTICAL SCALE

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Drafting Check	M. KENNEDY	Design Check	M. KENNEDY
Project Manager	P. TORTORA	Date	04/02/2019
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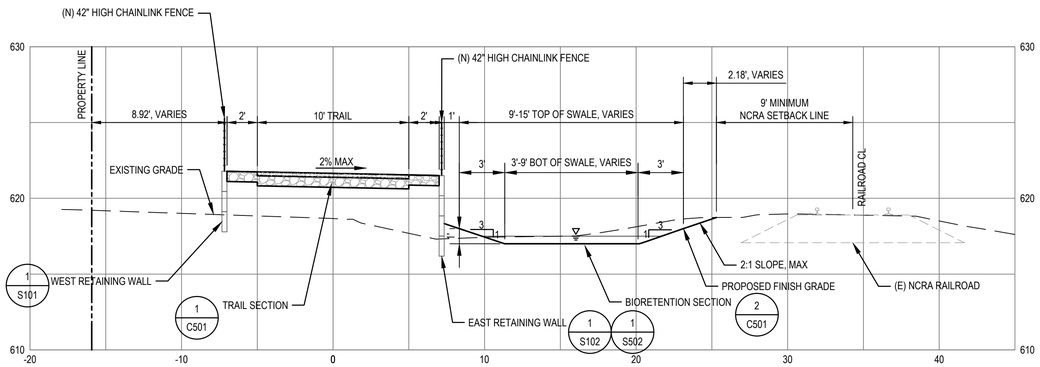
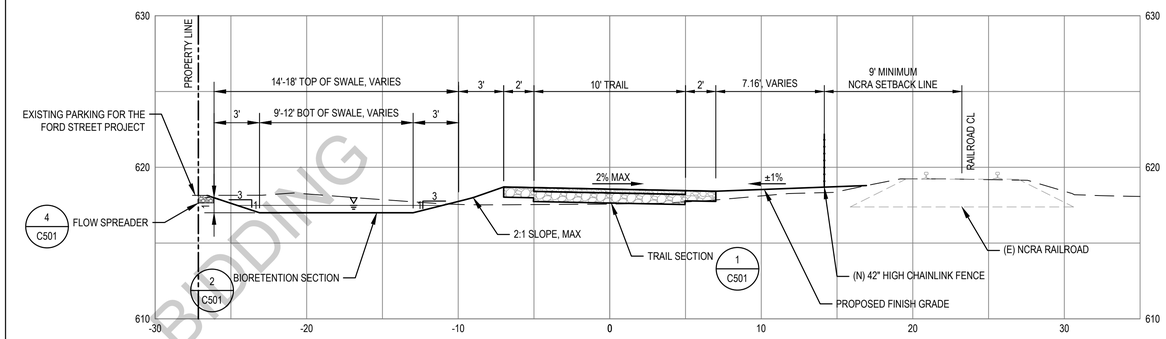
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title TYPICAL CROSS SECTIONS
PAGE 1 OF 2
Project No. 11183508
Original Size ANSI D
Sheet No. G006
Sheet 6 of 31

Plot Date: 2 April 2019 - 1:46 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_G006_CROSS SECTION.dwg



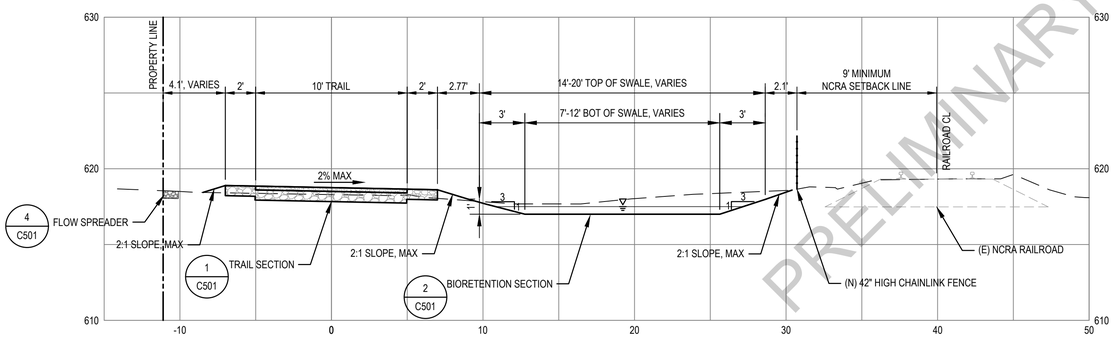
NORTH RETAINING WALL AND BIORETENTION SECTION
(TAKEN AT STA 4+00)
STA 3+91 TO STA 4+30

0 5' 10'
HORIZONTAL/VERTICAL SCALE



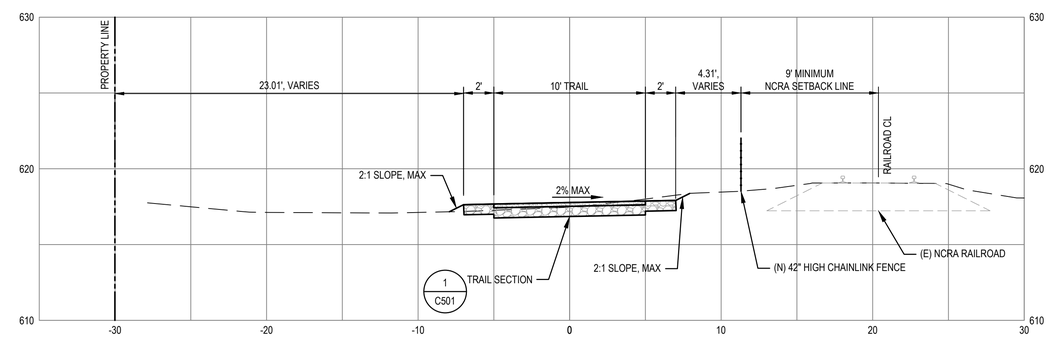
BIORETENTION SWALE AND TRAIL TYPICAL SECTION
(TAKEN AT STA 4+75)
STA 4+30 TO STA 5+00

0 5' 10'
HORIZONTAL/VERTICAL SCALE



BIORETENTION SECTION AND TRAIL TYPICAL SECTION
(TAKEN AT STA 5+25)
STA 5+00 TO STA 5+55

0 5' 10'
HORIZONTAL/VERTICAL SCALE



TYPICAL TRAIL SECTION
(TAKEN AT STA 6+50)
STA 5+58 TO STA 14+41

0 5' 10'
HORIZONTAL/VERTICAL SCALE

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Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title TYPICAL CROSS SECTIONS
PAGE 2 OF 2
Project No. 11183508
Original Size ANSI D
Sheet No. G007
Sheet 7 of 31

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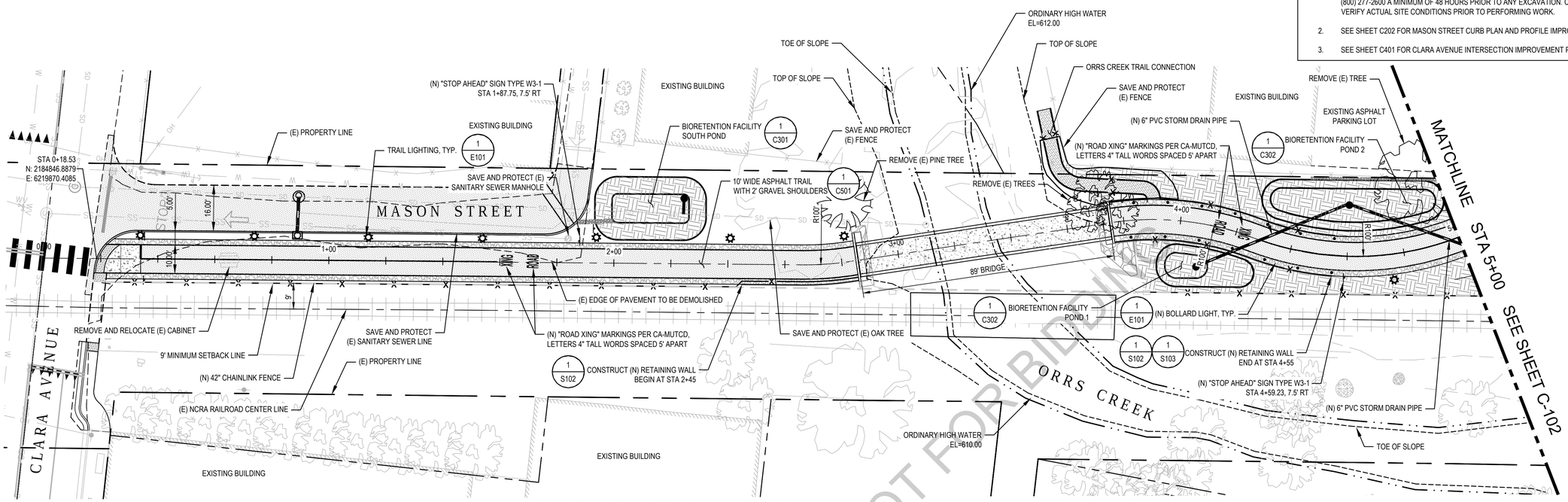
SHEET GENERAL NOTES

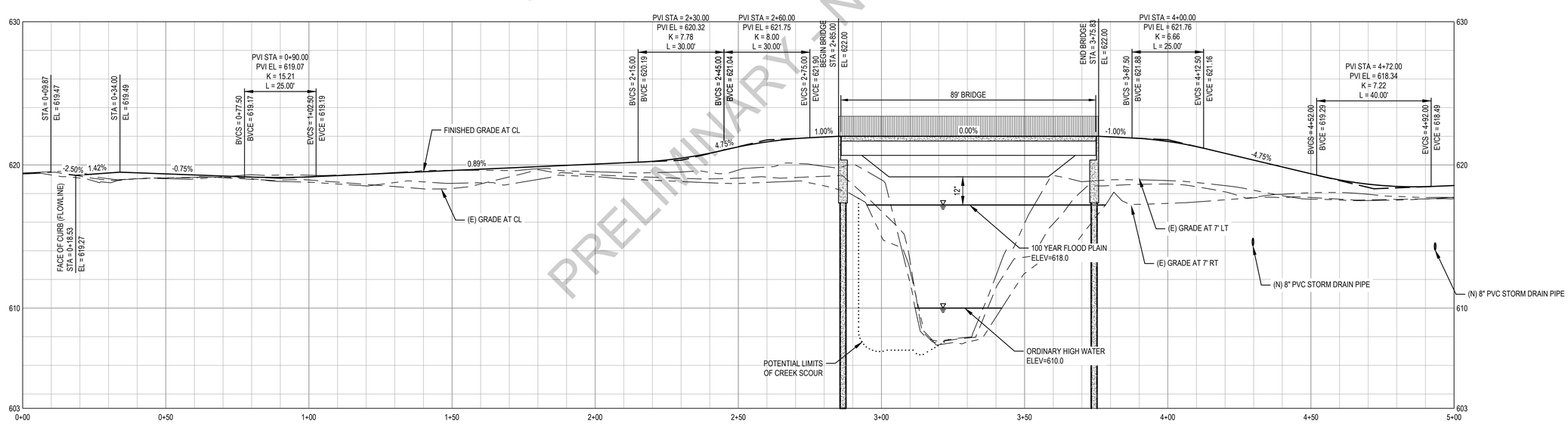
1. LOCATION OF EXISTING UTILITIES AND STRUCTURES ARE FROM INFORMATION AVAILABLE AT THE TIME OF DESIGN. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL NOTIFY THE OWNER AND UNDERGROUND SERVICES ALERT (U.S.A.) (800) 277-2600 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION. CONTRACTOR TO VERIFY ACTUAL SITE CONDITIONS PRIOR TO PERFORMING WORK.
2. SEE SHEET C202 FOR MASON STREET CURB PLAN AND PROFILE IMPROVEMENTS.
3. SEE SHEET C401 FOR CLARA AVENUE INTERSECTION IMPROVEMENT PLAN.

FLOOD PLAIN/HAZARD INFORMATION:

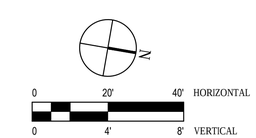
FLOOD ZONE DESIGNATION: FLOODWAY, ZONE AE, ZONE X
FLOOD INSURANCE RATE MAP PANEL: 1512 AND 1514
EFFECTIVE DATE OF FIRM: 6/2/2011
BASE FLOOD ELEVATION: 618
APPLICABLE COMMUNITY ORDINANCE SECTION: CITY OF UKIAH CODE CHAPTER 6 FLOODPLAIN MANAGEMENT



1 TRAIL PLAN STA 0+00 TO STA 5+00



2 TRAIL PROFILE STA 0+00 TO STA 5+00



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Drawn	B. ARTITA	Designer	P. TORTORA
Drafting Check	M. KENNEDY	Design Check	M. KENNEDY
Project Manager	P. TORTORA	Date	04/02/2019
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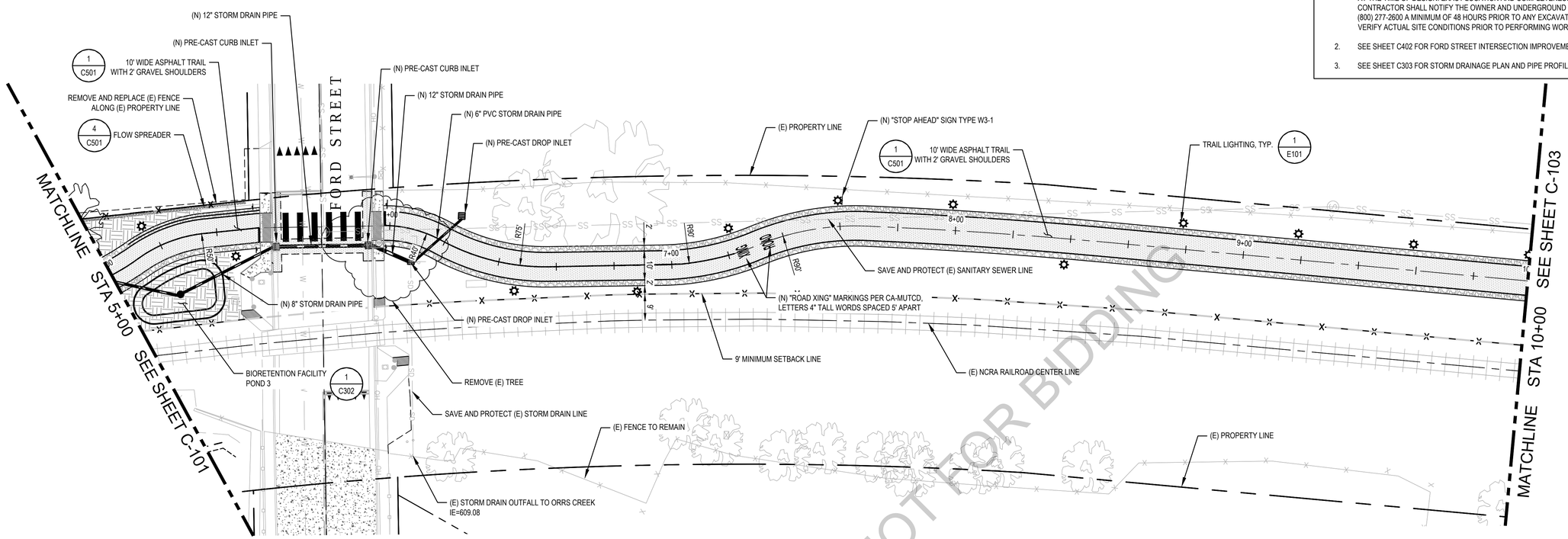
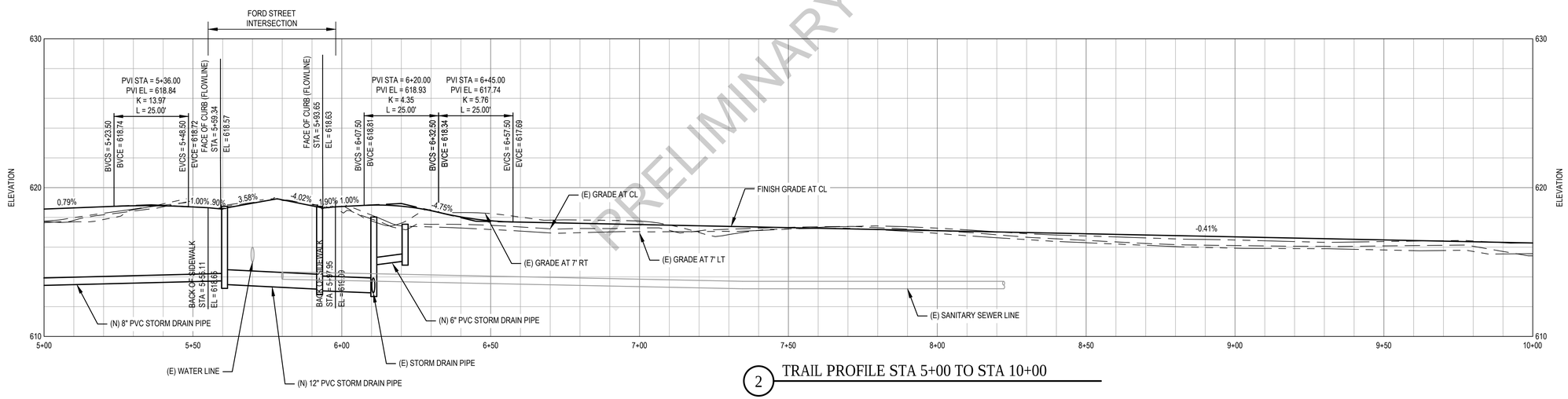
Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title: TRAIL PLAN AND PROFILE STA 0+00 TO STA 5+00
Project No. 11183508
Original Size: ANSI D
Sheet No. C101
Sheet 8 of 31

SHEET GENERAL NOTES

1. LOCATION OF EXISTING UTILITIES AND STRUCTURES ARE FROM INFORMATION AVAILABLE AT THE TIME OF DESIGN. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL NOTIFY THE OWNER AND UNDERGROUND SERVICES ALERT (U.S.A.) (800) 277-2600 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION. CONTRACTOR TO VERIFY ACTUAL SITE CONDITIONS PRIOR TO PERFORMING WORK.
2. SEE SHEET C402 FOR FORD STREET INTERSECTION IMPROVEMENT PLAN.
3. SEE SHEET C303 FOR STORM DRAINAGE PLAN AND PIPE PROFILE DETAILS.



1 TRAIL PLAN STA 5+00 TO STA 10+00



2 TRAIL PROFILE STA 5+00 TO STA 10+00

PRELIMINARY - NOT FOR BIDDING

N

0 20' 40' HORIZONTAL
0 4' 8' VERTICAL

No.	Issue	Drawn	Approved	Date
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Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title: TRAIL PLAN AND PROFILE STA 5+00 TO STA 10+00
Project No. 11183508
Original Size ANSI D
Sheet No. C102
Sheet 9 of 31

Plot Date: 2 April 2019 - 1:47 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_C101_PLAN AND PROFILES.dwg

SHEET GENERAL NOTES

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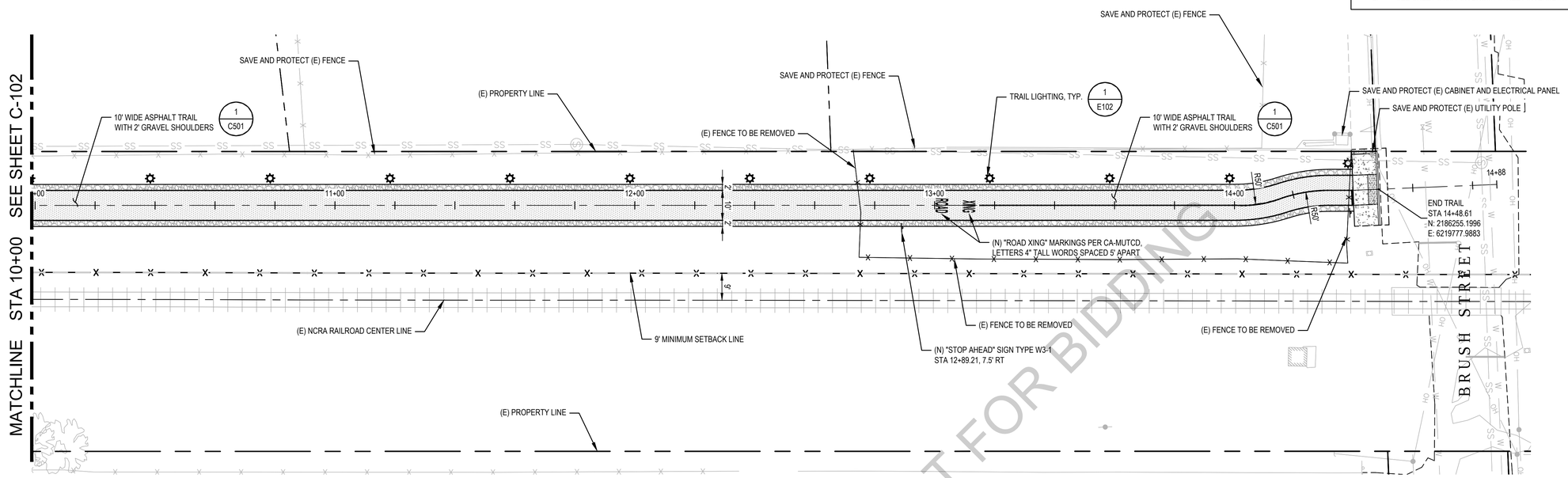
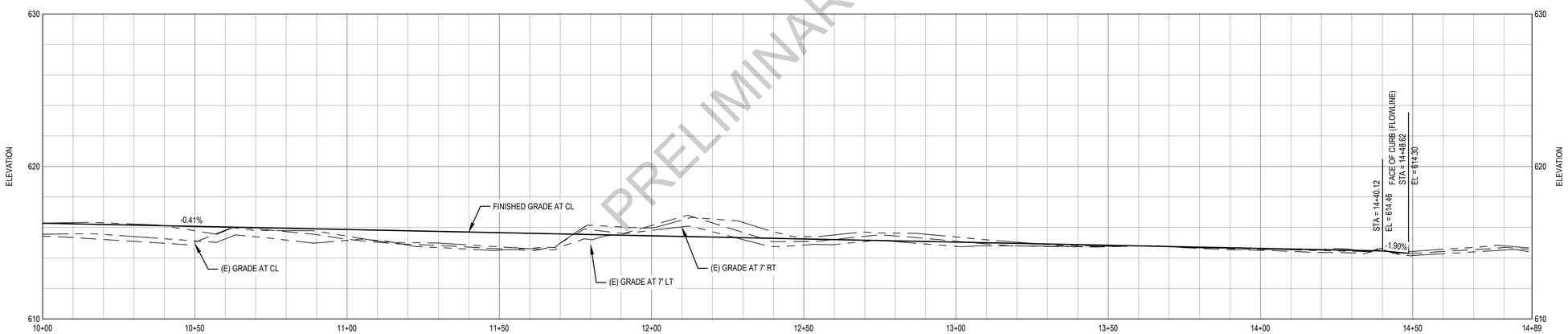
2. SEE SHEET C403 FOR BRUSH STREET INTERSECTION IMPROVEMENT PLAN.



1 TRAIL PLAN STA 5+00 TO STA 15+00



2 TRAIL PROFILE STA 10+00 TO STA 15+00

0 20' 40' HORIZONTAL
0 4' 8' VERTICAL

PRELIMINARY - NOT FOR BIDDING

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Project Manager	P. TORTORA	Date	04/02/2019
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Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title TRAIL PLAN AND PROFILE STA 10+00 TO END
Project No. 11183508
Original Size ANSI D
Sheet No. C103
Sheet 10 of 31

Plot Date: 2 April 2019 - 1:47 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_C101_PLAN AND PROFILES.dwg

SHEET GENERAL NOTES

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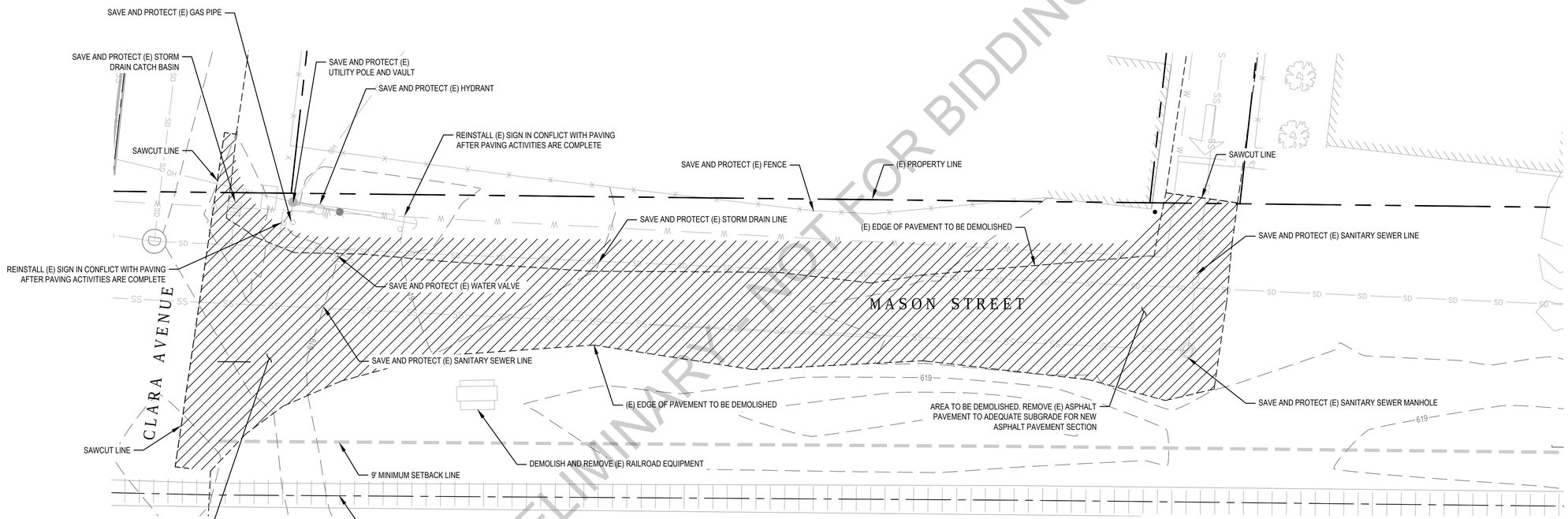
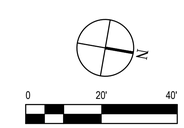
2. SEE SHEET C401 FOR CLARA AVENUE INTERSECTION IMPROVEMENT PLAN.



1 MASON STREET DEMOLITION PLAN



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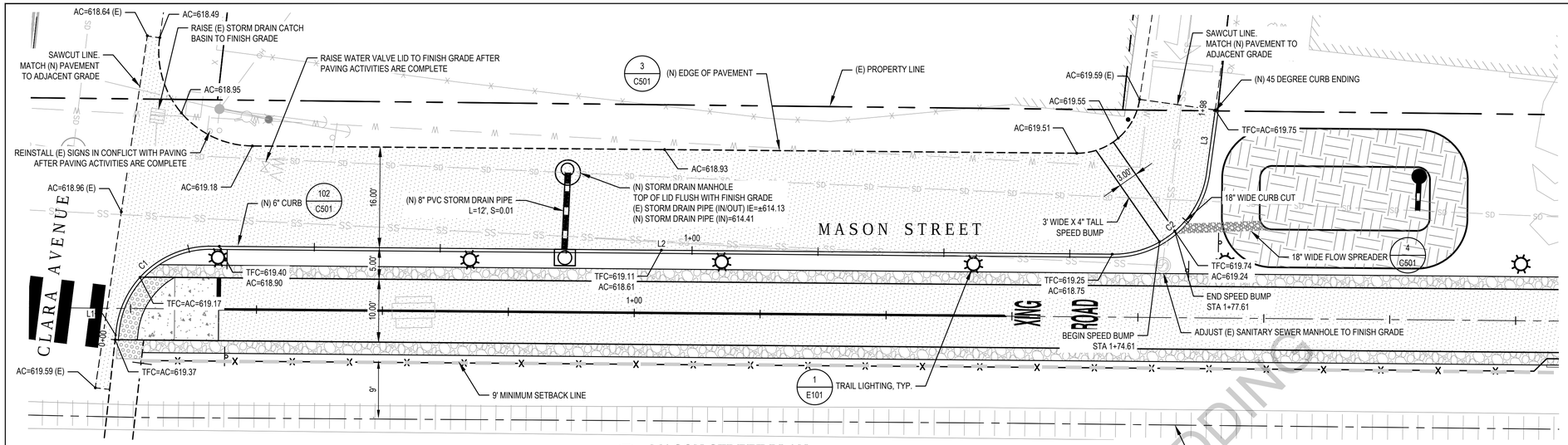
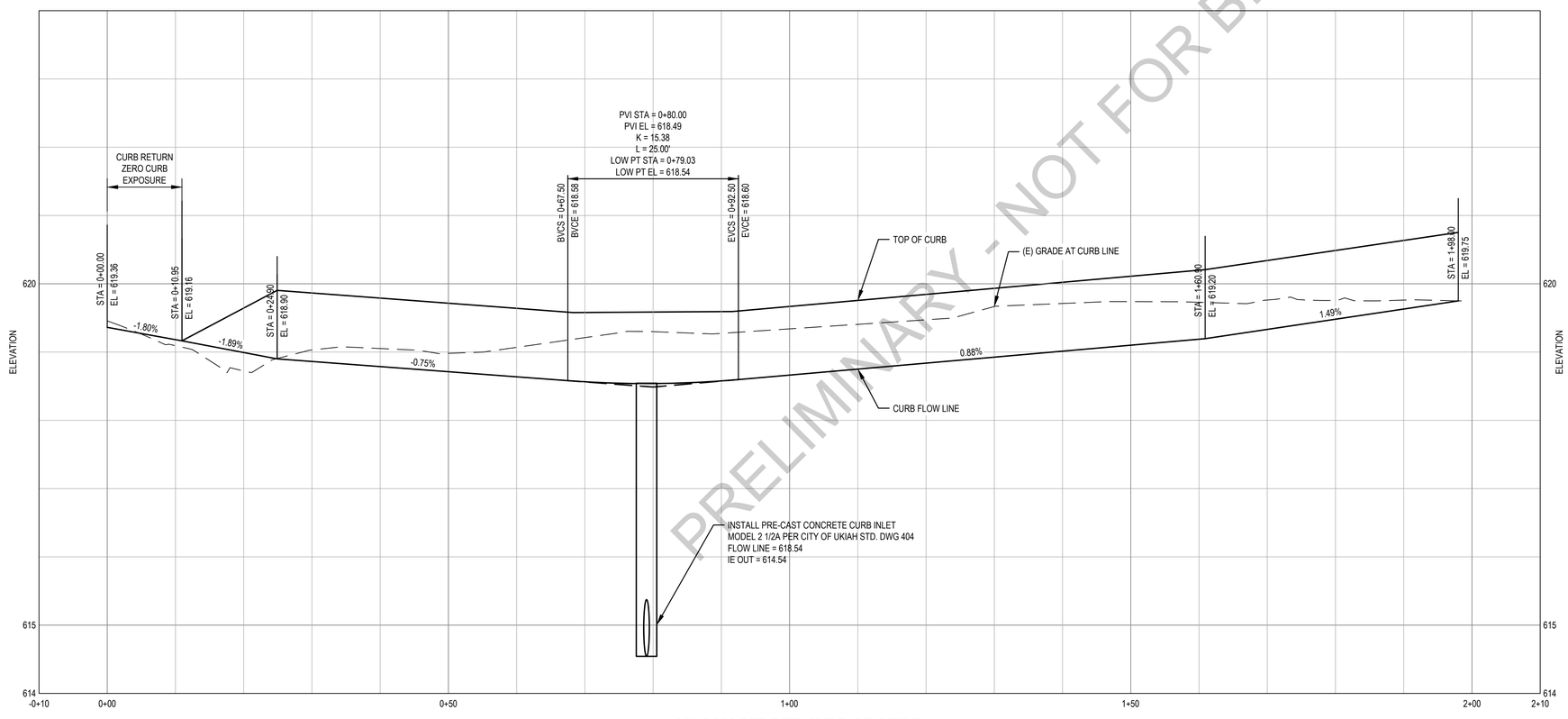
Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title MASON STREET CURB DEMOLITION PLAN
Project No. 11183508
Original Size ANSI D
Sheet No. C201
Sheet 11 of 31

Plot Date: 2 April 2019 - 1:48 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_C201_PLAN AND PROFILE MASON.dwg



1 MASON STREET PLAN



2 MASON STREET CURB PROFILE

PRELIMINARY - NOT FOR BIDDING

SHEET GENERAL NOTES

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2. SEE SHEET E101 FOR STREETLIGHT LOCATION AND DETAILS.
3. SEE SHEET C101 FOR TRAIL DETAILS NOT SHOWN.
4. SEE SHEET C401 FOR CLARA AVENUE INTERSECTION IMPROVEMENT PLAN

MASON STREET CURB LINE AND CURVE TABLE

TAG		STATION	NORTHING	EASTING	LENGTH	RADIUS	BEARING
L1	BEGIN END	0+00.00 0+01.52	2184846.783 2184846.687	6219875.494 6219873.974	1.52		S86°23'05"W
C1	BC EC	0+01.52 0+23.57	2184846.687 2184859.204	6219873.974 6219858.230	22.044	15.00	N51°30'53"W
L2	BEGIN END	0+23.57 1+66.74	2184859.204 2185000.447	6219858.230 6219834.812	143.17		N09°24'50"W
C2	BC EC	1+66.74 1+88.39	2185000.447 2185012.983	6219834.812 6219819.464	21.648	15.00	N50°45'31"W
L3	BEGIN END	1+88.39 1+98.45	2185012.983 2185012.614	6219819.464 6219809.408	10.06		S87°53'49"W

N

0 20' 40' HORIZONTAL
0 2' 4' VERTICAL

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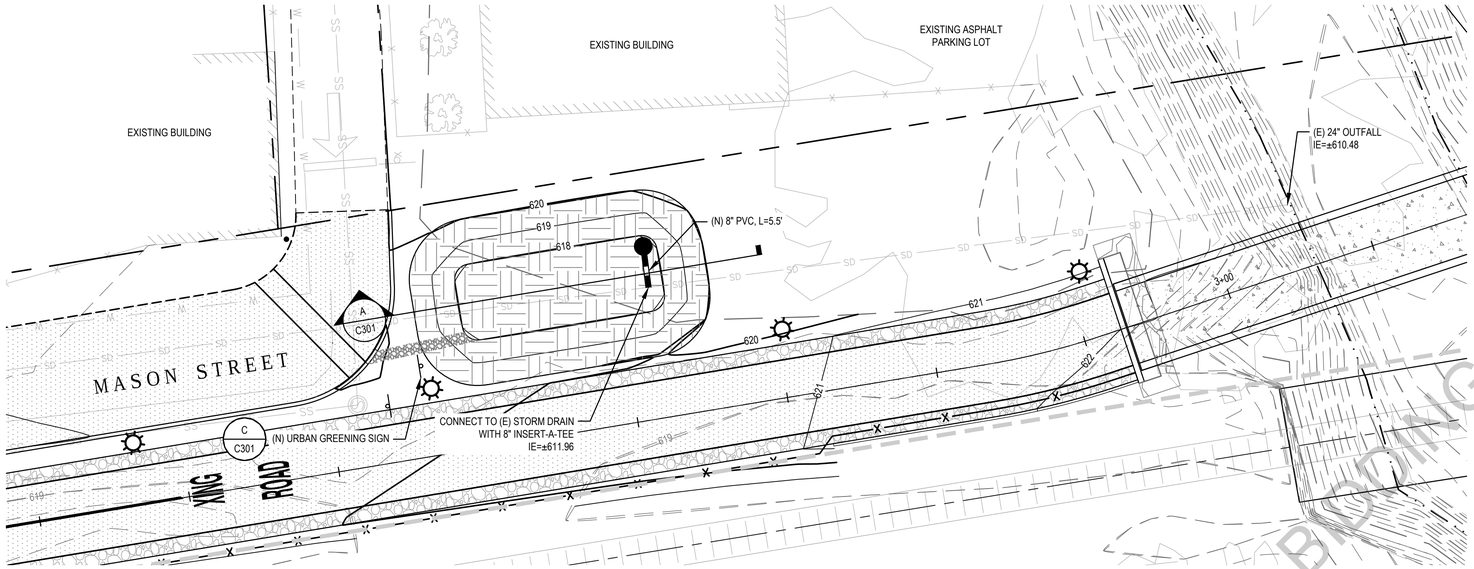
Project Manager	P. TORTORA	Date	04/02/2019
		Scale	AS SHOWN

Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title MASON STREET CURB PLAN AND PROFILE
Project No. 11183508
Original Size ANSI D
Sheet No. C202
Sheet 12 of 31

Plot Date: 2 April 2019 - 1:48 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_C201_PLAN AND PROFILE MASON.dwg



1 SOUTH BIORETENTION POND PLAN

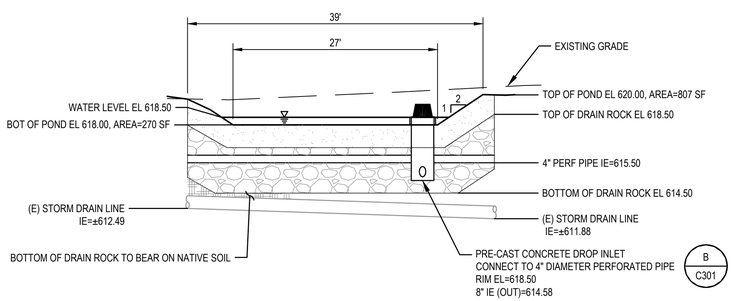
SCALE 1" = 10'-0"

SHEET GENERAL NOTES

1. LOCATION OF EXISTING UTILITIES AND STRUCTURES ARE FROM INFORMATION AVAILABLE AT THE TIME OF DESIGN. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL NOTIFY THE OWNER AND UNDERGROUND SERVICES ALERT (U.S.A.) (800) 277-2600 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION. CONTRACTOR TO VERIFY ACTUAL SITE CONDITIONS PRIOR TO PERFORMING WORK.
2. SEE DETAIL 2 ON SHEET C501 FOR TYPICAL CROSS SECTION DETAIL OF BIORETENTION POND.

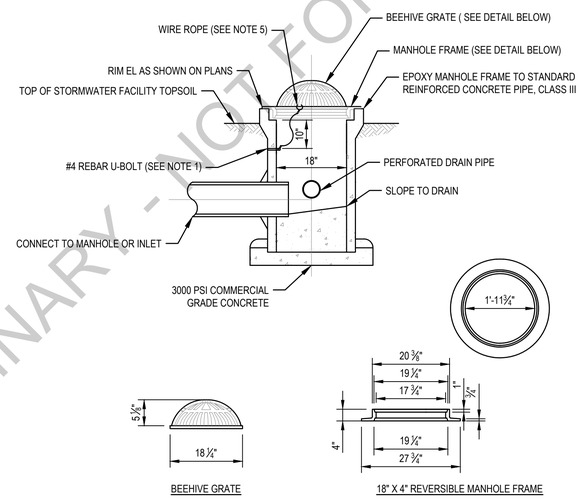
LEGEND

JUTTE MATTING



A SOUTH BIORETENTION POND LONGITUDINAL SECTION

SCALE 1" = 10'-0"



NOTES:

1. SECURE GRATE IN PLACE WITH 54" OF WIRE ROPE. LOOP ENDS OF WIRE ROPE AROUND U-BOLT AND GRATE. CRIMP EACH END OF WIRE ROPE WITH 3" OVERLAP.
2. DRILL 2" DEEP HOLES INTO PIPE AND EPOXY #4 REBAR U-BOLT (2"X4") IN HOLES.
3. GRATE TO BE CAST IRON, ASTM A46 CL30
4. SIZE INLET BASED ON CALCULATED FLOWS AND MANUFACTURER'S RECOMMENDATIONS.
5. WIRE ROPE BETWEEN ⅛" - 3/16" DIAMETER, STAINLESS STEEL, 7 STRANDS OF 19 WIRES.

B PRE-CAST CONCRETE DROP INLET DETAIL

SCALE NTS

Project Title/Description

Another project funded by California Climate Investments through the California Natural Resources Agency's Urban Greening Program

GAVIN NEWSOM, GOVERNOR
Wade Crowfoot, Secretary for Natural Resources

NOTES:

1. SEE PROJECT SPECIFICATIONS FOR MORE INFORMATION.
2. FINAL SIGN LOCATION TO BE APPROVED BY CALIFORNIA NATURAL RESOURCES AGENCY AND THE CITY OF UKIAH .

C URBAN GREENING SIGN DETAIL

SCALE NTS

N

0 10' 20' HORIZONTAL

0 5' 10' VERTICAL

PRELIMINARY - NOT FOR BIDDING

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Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title SOUTH POND GRADING AND DRAINAGE PLAN

Project No. 11183508

Original Size ANSI D | Sheet No. C301 | Sheet 13 of 31

Plot Date: 2 April 2019 - 1:48 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_C301_POND GRADING PLAN.dwg

LEGEND

JUTTE MATTING

SHEET GENERAL NOTES

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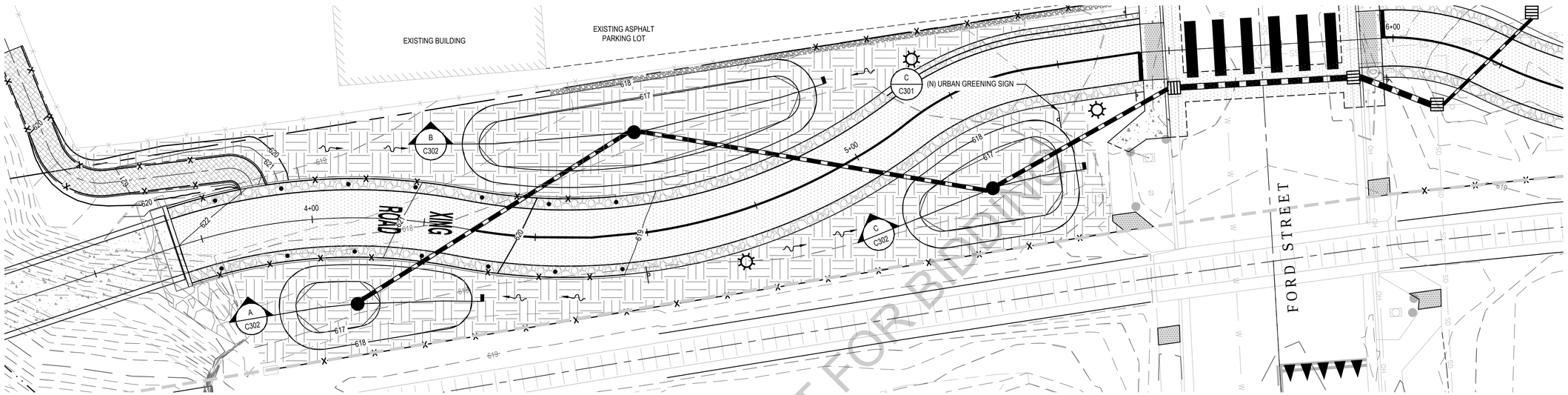
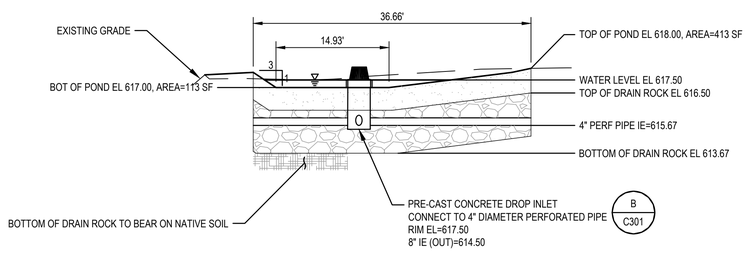
2. SEE DETAIL 2 ON SHEET C501 FOR TYPICAL CROSS SECTION DETAIL OF BIORETENTION POND.
3. SEE SHEET C303 FOR NORTH PONDS STORM DRAINAGE PLAN AND PIPE PROFILE.



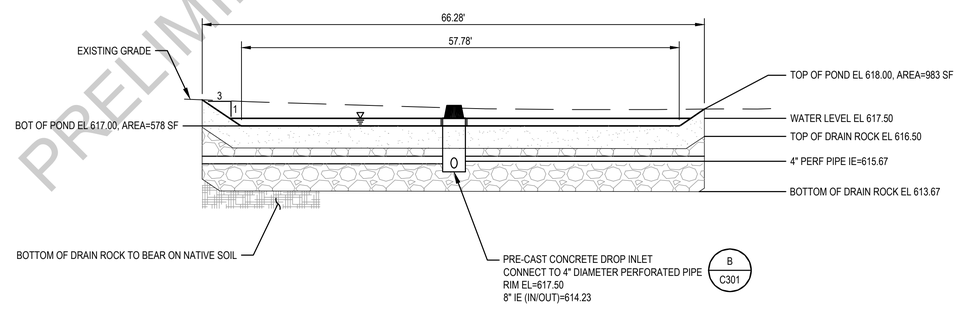
1 NORTH BIORETENTION PONDS PLAN

SCALE 1" = 10'-0"



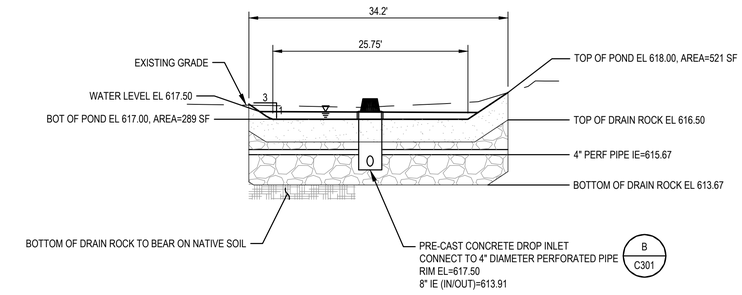
A LONGITUDINAL SECTION OF POND 1

SCALE 1" = 10'-0"



B LONGITUDINAL SECTION OF POND 2

SCALE 1" = 10'-0"



C LONGITUDINAL SECTION OF POND 3

SCALE 1" = 10'-0"

N

0 10' 20' HORIZONTAL

0 5' 10' VERTICAL

PRELIMINARY - NOT FOR BIDDING

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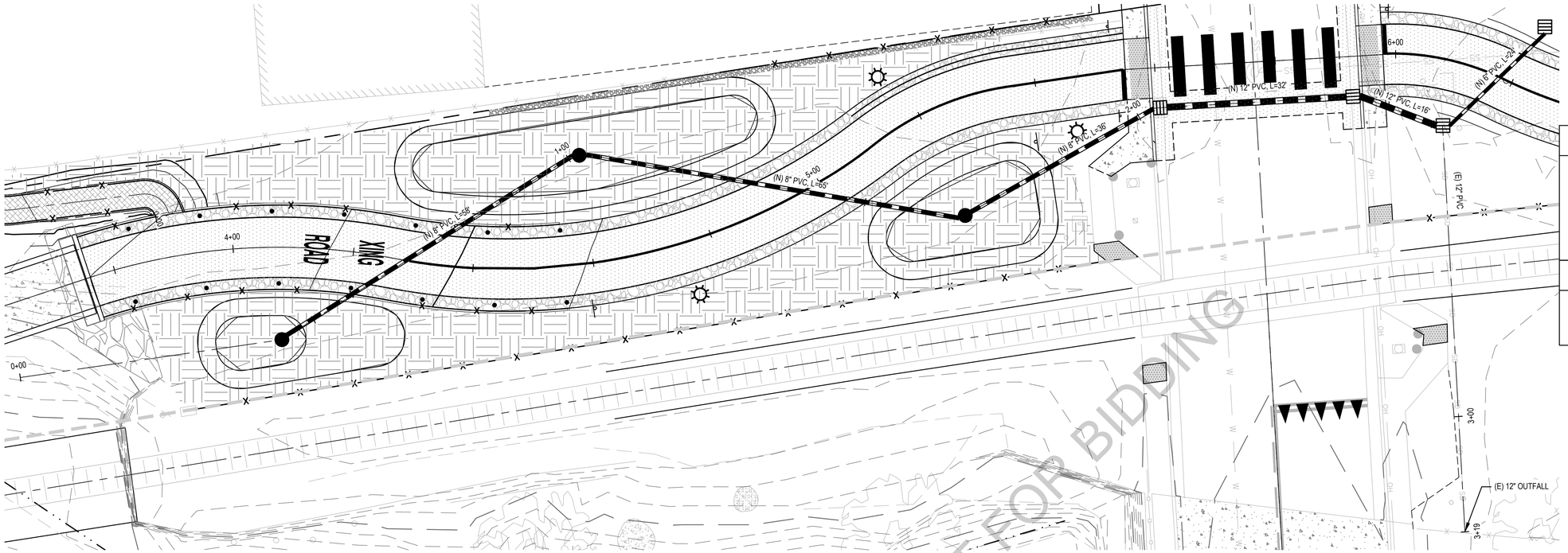
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title NORTH PONDS GRADING PLAN
Project No. 11183508
Original Size ANSI D
Sheet No. C302
Sheet 14 of 33

Plot Date: 2 April 2019 - 1:49 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_C301_POND GRADING PLAN.dwg



1 STORM DRAIN PIPE PLAN

SCALE 1" = 10'-0"

SHEET GENERAL NOTES

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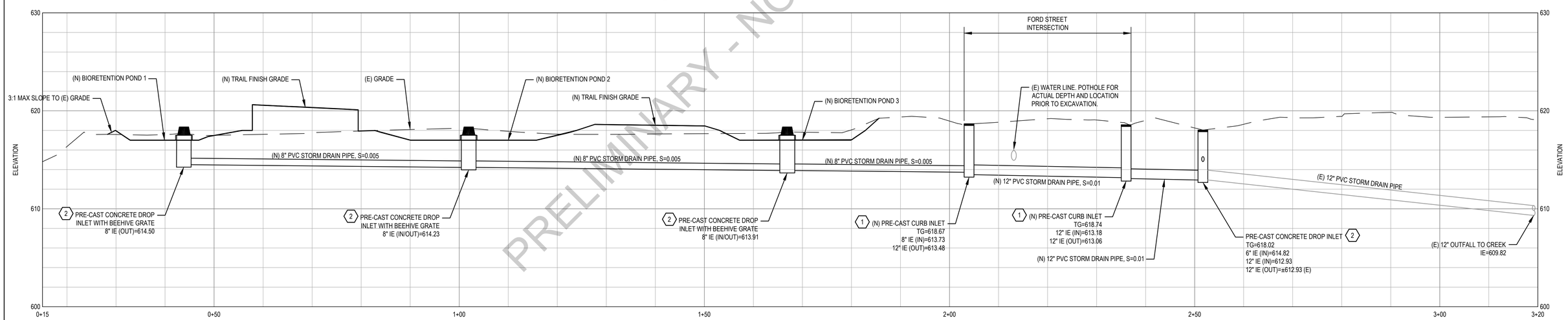
2. SEE SHEET C302 FOR BIORETENTION POND GRADING INFORMATION NOT SHOWN.

SHEET KEYNOTES

1. (N) PRE-CAST CURB INLET PER CITY OF UKIAH STANDARD DETAIL DWG 404.
2. (N) PRE-CAST DROP INLET WITH BEEHIVE GRATE. SEE DETAIL B ON SHEET C301.

PRELIMINARY - NOT FOR BIDDING



1 STORM DRAIN PIPE PROFILE

SCALE 1" = 10'-0"

N

0 10' 20' HORIZONTAL

0 5' 10' VERTICAL

No.	Issue	Drawn	Approved	Date
0	DSA SUBMITTAL	BHA	PRT	04/02/2019

Bar is one inch on original size sheet

0 1"

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Drawn	B. ARTITA	Designer	P. TORTORA
Drafting Check	M. KENNEDY	Design Check	M. KENNEDY
Project Manager	P. TORTORA	Date	04/02/2019
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Client CITY OF UKIAH

Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3

Title NORTH PONDS DRAINAGE PLAN

Project No. 11183508

Original Size ANSI D

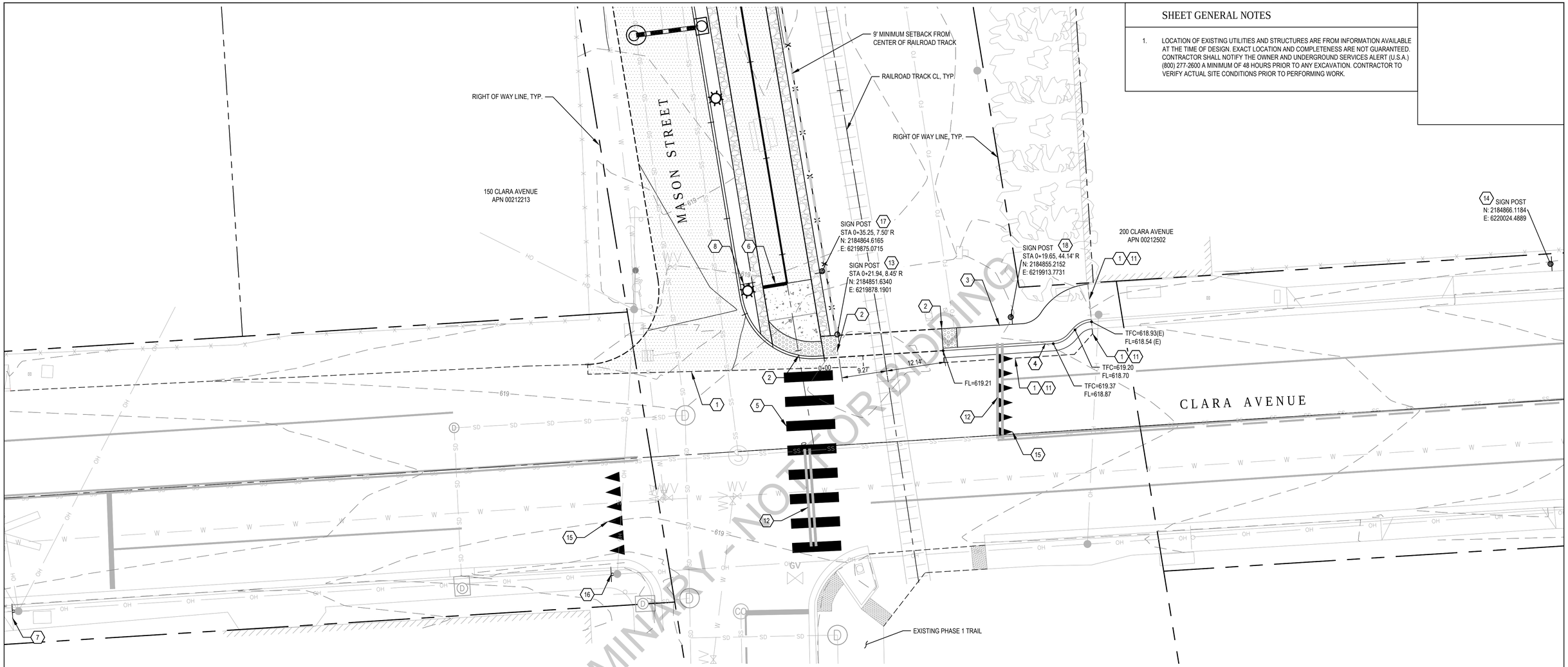
Sheet No. C303

Sheet 15 of 31

Plot Date: 2 April 2019 - 1:49 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_C301_POND GRADING PLAN.dwg

SHEET GENERAL NOTES

1. LOCATION OF EXISTING UTILITIES AND STRUCTURES ARE FROM INFORMATION AVAILABLE AT THE TIME OF DESIGN. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL NOTIFY THE OWNER AND UNDERGROUND SERVICES ALERT (U.S.A.) (800) 277-2600 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION. CONTRACTOR TO VERIFY ACTUAL SITE CONDITIONS PRIOR TO PERFORMING WORK.



1 CLARA AVENUE INTERSECTION IMPROVEMENT PLAN

SCALE 1" = 10'-0"

SHEET KEYNOTES

1. SAWCUT EXISTING SIDEWALK OR ASPHALT PAVEMENT.
2. (N) DETECTABLE WARNING PER CALTRANS STANDARD DRAWING A88A.
3. (N) CONCRETE SIDEWALK PER CITY OF UKIAH STANDARD DRAWING. SEE DETAIL 101 AND 102 ON SHEET C501.
4. (N) TYPE A2-6 CURB AND GUTTER PER CALTRANS STANDARD DRAWING A87A.
5. (N) 24" WIDE X 10' LONG "CONTINENTAL STYLE" CROSSWALK PER REVISED CALTRANS STANDARD PLAN A24F. STRIPING TO AVOID WHEELPATH. FINAL LAYOUT TO BE APPROVED BY THE ENGINEER.
6. LINE LIMIT PER CALTRANS STANDARD PLAN A24E.
7. (N) "BICYCLE & PED CROSSING" SIGN TYPE W11-15 WITH "150 FEET" SIGN TYPE W16-AP UNDERNEATH (FYG COLOR) MOUNTED ON EXISTING WOODEN UTILITY POLE.
8. (N) "STOP" SIGN TYPE R1-1 MOUNTED TO (N) LIGHTPOLE.
9. (N) "BICYCLE & PED CROSSING" SIGN TYPE W11-15 WITH "TRAIL XING" SIGN TYPE 11-15P UNDERNEATH (FYG COLOR). SEE DETAIL 5 ON SHEET C501 FOR SIGN FOUNDATION.
10. (N) 124' LONG X 4" WIDE YELLOW CENTERLINE STRIPE.
11. MATCH ADJACENT FINISHED GRADE.
12. REMOVE (E) STRIPING.
13. (N) "BICYCLE & PED CROSSING" SIGN TYPE W11-15 WITH "TRAIL XING' SIGN TYPE W11-15P UNDERNEATH (FYG COLOR)
14. (N) "BICYCLE & PED CROSSING" SIGN TYPE W11-15 WITH "150 FEET" SIGN TYPE W16-aP UNDERNEATH (FYG COLOR).
15. (N) YIELD LINE "SHARKS TOOTH" PER CALTRANS STANDARD PLAN A24E.
16. (N) "STOP" SIGN TYPE R1-1 MOUNTED TO (E) UTILITY POLE.
17. (N) "NO MOTOR VEHICLES" SIGN TYPE R5-3.
18. (N) "YIELD HERE TO PEDESTRIANS" SIGN TYPE R1-5a.

N

0 10' 20'

No.	Issue	Drawn	Approved	Date
0	DSA SUBMITTAL	BHA	PRT	04/02/2019

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0 1"

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Drawn	B. ARTITA	Designer	P. TORTORA
Drafting Check	M. KENNEDY	Design Check	M. KENNEDY
Project Manager	P. TORTORA	Date	04/02/2019
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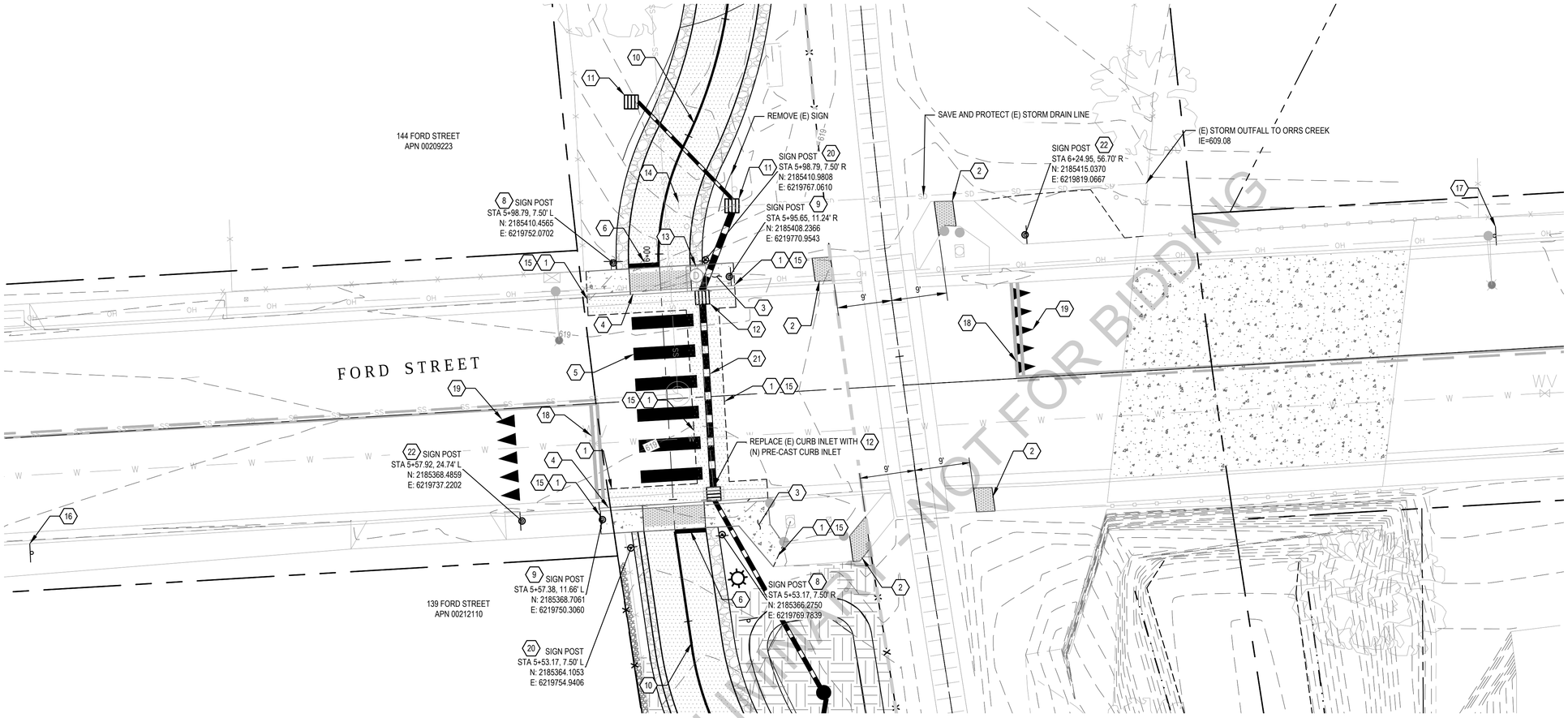
Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title INTERSECTION IMPROVEMENT PLAN
CLARA AVENUE
Project No. 11183508
Original Size ANSI D
Sheet No. C401
Sheet 16 of 31

Plot Date: 2 April 2019 - 3:45 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11183508 Ukiah NWP Rail Trail Phase 3\06-CAD\Sheets\11183508_C401_INTERSECTION IMPROVEMENTS.dwg



2 FORD STREET INTERSECTION IMPROVEMENT PLAN

SCALE 1" = 10'-0"

PRELIMINARY - NOT FOR BIDDING

SHEET GENERAL NOTES

1. LOCATION OF EXISTING UTILITIES AND STRUCTURES ARE FROM INFORMATION AVAILABLE AT THE TIME OF DESIGN. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL NOTIFY THE OWNER AND UNDERGROUND SERVICES ALERT (U.S.A.) (800) 277-2600 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION. CONTRACTOR TO VERIFY ACTUAL SITE CONDITIONS PRIOR TO PERFORMING WORK.

SHEET KEYNOTES

1. SAWCUT EXISTING SIDEWALK OR ASPHALT PAVEMENT.
2. (N) DETECTABLE WARNING PER CALTRANS STANDARD DRAWING A88A.
3. (N) CONCRETE SIDEWALK PER CITY OF UKIAH STANDARD DRAWING. SEE DETAIL 101 AND 102 ON SHEET C501.
4. (N) TYPE A2-6 CURB AND GUTTER PER CALTRANS STANDARD DRAWING A87A.
5. (N) 24" WIDE X 10' LONG "CONTINENTAL STYLE" CROSSWALK PER REVISED CALTRANS STANDARD PLAN A24F. STRIPING TO AVOID WHEELPATH. FINAL LAYOUT TO BE APPROVED BY THE ENGINEER.
6. LINE LIMIT PER CALTRANS STANDARD PLAN A24E.
7. (N) "ROAD XING" MARKINGS PER CA-MUTCD. LETTERS 4' TALL, WORDS SPACED 5' APART.
8. (N) "STOP" SIGN TYPE R1-1. SEE DETAIL 5 ON SHEET C501 FOR SIGN FOUNDATION.
9. (N) "BICYCLE & PED CROSSING" SIGN TYPE W11-15 WITH "TRAIL XING" SIGN TYPE 11-15P UNDERNEATH (FYG COLOR). SEE DETAIL 5 ON SHEET C501 FOR SIGN FOUNDATION.
10. (N) 4" WIDE YELLOW CENTERLINE STRIPE.
11. (N) PRE-CAST DROP INLET. SEE SHEET C303 FOR INLET DETAILS AND INVERT ELEVATIONS.
12. (N) PRE-CAST CURB INLET. SEE SHEET C303 FOR INLET DETAILS AND INVERT ELEVATIONS.
13. DEMOLISH AND REMOVE (E) CURB INLET.
14. DEMOLISH AND REMOVE (E) CONCRETE STORM VAULT.
15. MATCH ADJACENT FINISHED GRADE.
16. (N) "BICYCLE & PED CROSSING" SIGN TYPE W11-15 WITH "150 FEET' SIGN TYPE W16-AP UNDERNEATH (FYG COLOR).
17. (N) "BICYCLE & PED CROSSING" SIGN TYPE W11-15 WITH "150 FEET' SIGN TYPE W16-AP UNDERNEATH (FYG COLOR) MOUNTED TO EXISTING UTILITY POLE.
18. REMOVE (E) STRIPING.
19. (N) YIELD LINE "SHARKS TOOTH" PER CALTRANS STANDARD PLAN A24E.
20. (N) "NO MOTOR VEHICLES" SIGN TYPE R5-3.
21. DEMOLISH AND REMOVE (E) 12" STORM DRAIN LINE. REPLACE WITH (N) 12" PVC STORM DRAIN. SEE SHEET C303 FOR INVERT ELEVATIONS.
22. (N) "YIELD HERE FOR PEDESTRIANS" SIGN TYPE R1-5a.

N

0 10' 20'

No.	Issue	Drawn	Approved	Date
0	DSA SUBMITTAL	BHA	PRT	04/02/2019

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0 1"

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Drafting Check	M. KENNEDY	Design Check	M. KENNEDY
Project Manager	P. TORTORA	Date	04/02/2019
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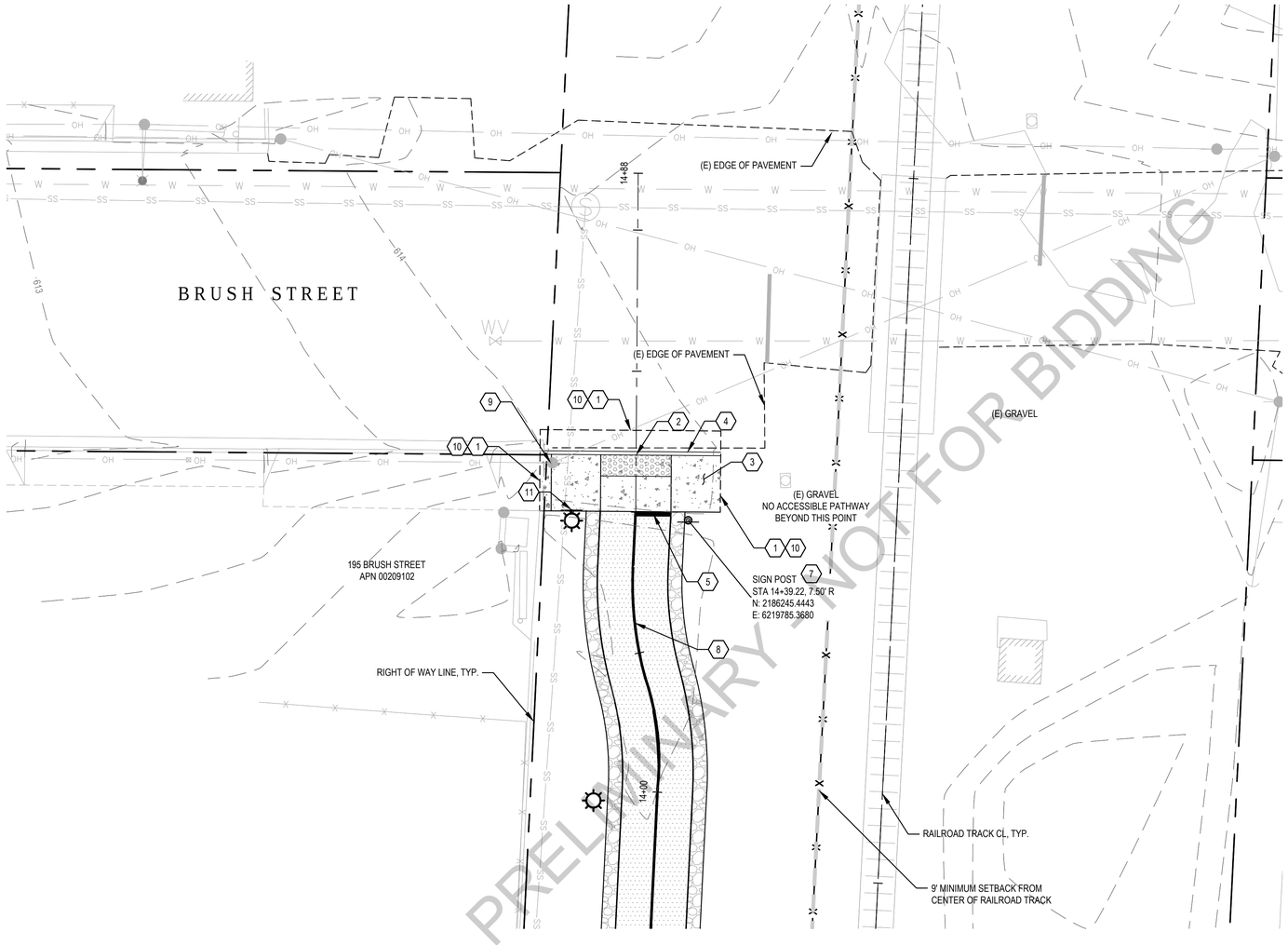
Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title INTERSECTION IMPROVEMENT PLAN
FORD STREET
Project No. 11183508
Original Size ANSI D
Sheet No. C402
Sheet 17 of 31

Plot Date: 2 April 2019 - 3:49 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11183508 Ukiah NWP Rail Trail Phase 3\06-CAD\Sheets\11183508_C401_INTERSECTION IMPROVEMENTS.dwg



1 BRUSH STREET INTERSECTION IMPROVEMENT PLAN

SCALE 1" = 10'-0"

SHEET GENERAL NOTES

1. LOCATION OF EXISTING UTILITIES AND STRUCTURES ARE FROM INFORMATION AVAILABLE AT THE TIME OF DESIGN. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL NOTIFY THE OWNER AND UNDERGROUND SERVICES ALERT (U.S.A.) (800) 277-2600 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION. CONTRACTOR TO VERIFY ACTUAL SITE CONDITIONS PRIOR TO PERFORMING WORK.

SHEET KEYNOTES

1. SAWCUT EXISTING SIDEWALK OR ASPHALT PAVEMENT.
2. (N) DETECTABLE WARNING PER CALTRANS STANDARD DRAWING A88A.
3. (N) CONCRETE SIDEWALK PER CITY OF UKIAH STANDARD DRAWING. SEE DETAIL 101 AND 102 ON SHEET C501.
4. (N) TYPE A2-6 CURB AND GUTTER PER CALTRANS STANDARD DRAWING A87A.
5. LINE LIMIT PER CALTRANS STANDARD PLAN A24E.
6. (N) "ROAD XING" MARKINGS PER CA-MUTCD. LETTERS 4' TALL, WORDS SPACED 5' APART.
7. (N) "STOP" SIGN TYPE R1-1. SEE DETAIL 5 ON SHEET C501 FOR SIGN FOUNDATION.
8. (N) 4" WIDE YELLOW CENTERLINE STRIPE.
9. SAVE AND PROTECT (E) UTILITY POLE.
10. MATCH ADJACENT FINISHED GRADE.
11. (N) "NO MOTOR VEHICLE" SIGN TYPE R5-3.

N

0 10' 20'

No.	Issue	Drawn	Approved	Date
0	DSA SUBMITTAL	BHA	PRT	04/02/2019

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Project Manager	P. TORTORA	Date	04/02/2019
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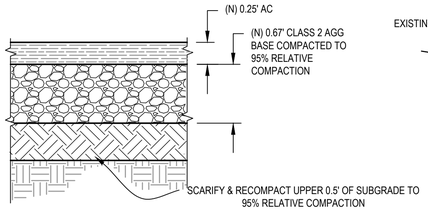
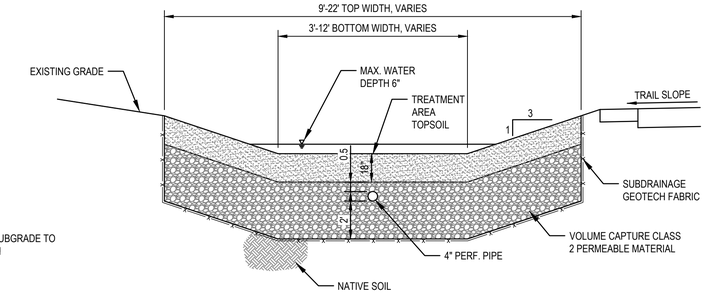
Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title INTERSECTION IMPROVEMENT PLAN
BRUSH STREET
Project No. 11183508
Original Size ANSI D
Sheet No. C403
Sheet 18 of 31

Plot Date: 2 April 2019 - 2:49 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_C401_INTERSECTION IMPROVEMENTS.dwg



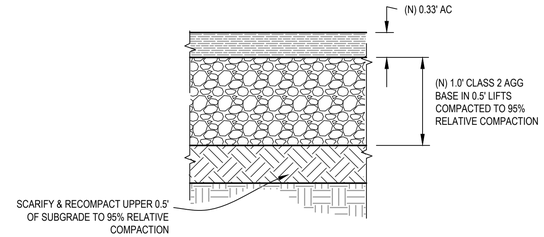
TYPICAL TRAIL PAVEMENT STRUCTURAL SECTION

1 / C501 SCALE: NTS



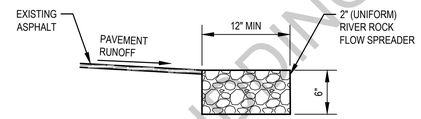
BIORETENTION SECTION

2 / C501 SCALE: NTS



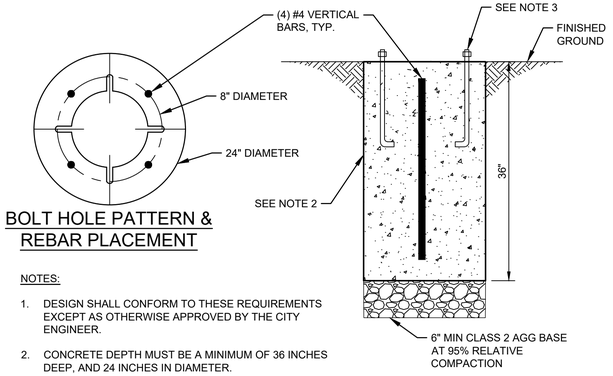
ROADWAY ASPHALT PAVEMENT

3 / C501 SCALE: NTS



FLOW SPREADER

4 / C501 SCALE: NTS

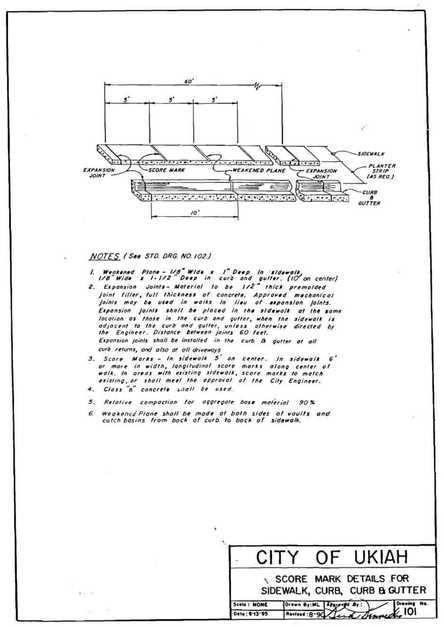


BOLT HOLE PATTERN & REBAR PLACEMENT

NOTES:

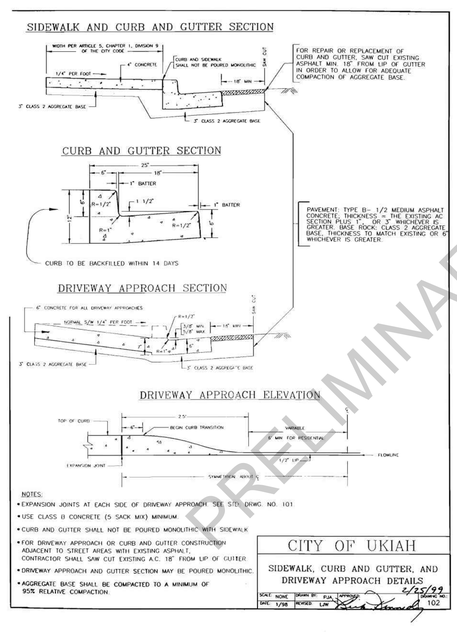
1. DESIGN SHALL CONFORM TO THESE REQUIREMENTS EXCEPT AS OTHERWISE APPROVED BY THE CITY ENGINEER.
2. CONCRETE DEPTH MUST BE A MINIMUM OF 36 INCHES DEEP, AND 24 INCHES IN DIAMETER.
3. 4 EACH - 3/4" DIA X 17" LONG x 3" HOOK STEEL GALVANIZED ANCHOR BOLTS.
4. CONTRACTOR TO VERIFY ANCHOR BOLT PATTERN MATCHES LIGHT POLE BASE BOLT HOLE PATTERN PRIOR TO INSTALLATION.

6 / C501 SCALE: NTS



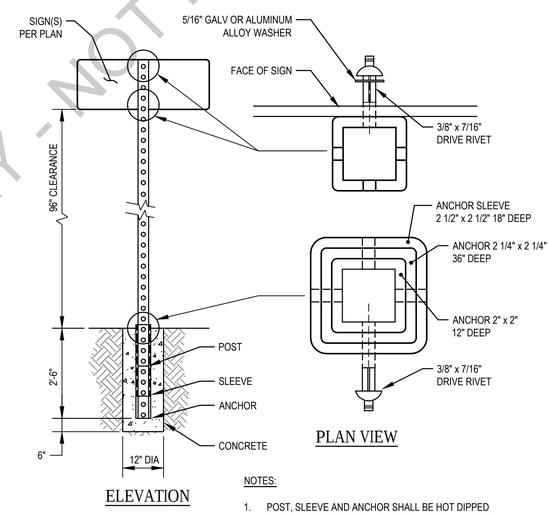
SCORE MARK DETAILS FOR SIDEWALK, CURB, CURB & GUTTER

101 / C501 SCALE: NTS



SIDEWALK, CURB AND GUTTER, AND DRIVEWAY APPROACH DETAILS

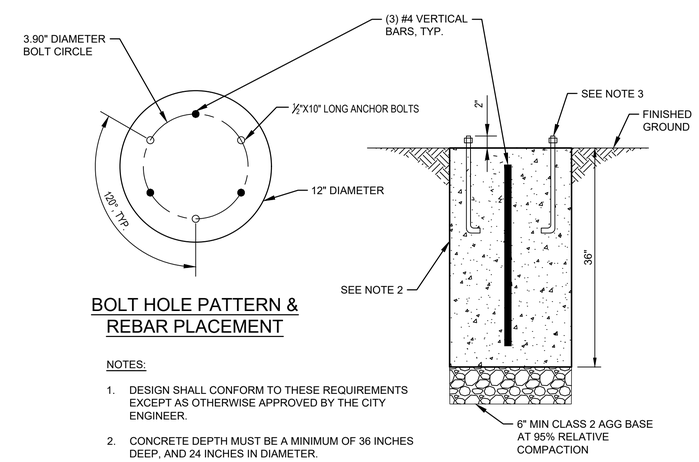
102 / C501 SCALE: NTS



NOTES:

1. POST, SLEEVE AND ANCHOR SHALL BE HOT DIPPED GALVANIZED STEEL CONFORMING TO ASTM A653 DES. G90.
2. PROVIDE 48" CLEAR PATH OF TRAVEL AROUND SIGN POSTS WITH LOCATED IN SIDEWALKS, DRIVEWAYS, OR CURB RAMPS.
3. SIGN PANELS SHALL NOT ENCROACH PAST CURB FACE.

5 / C501 SCALE: NTS



BOLT HOLE PATTERN & REBAR PLACEMENT

NOTES:

1. DESIGN SHALL CONFORM TO THESE REQUIREMENTS EXCEPT AS OTHERWISE APPROVED BY THE CITY ENGINEER.
2. CONCRETE DEPTH MUST BE A MINIMUM OF 36 INCHES DEEP, AND 24 INCHES IN DIAMETER.
3. 3 EACH - 1/2" DIA X 10" LONG ANCHOR BOLTS.
4. CONTRACTOR TO VERIFY ANCHOR BOLT PATTERN MATCHES LIGHT POLE BASE BOLT HOLE PATTERN PRIOR TO INSTALLATION.

7 / C501 SCALE: NTS

PRELIMINARY - NOT FOR BIDDING

No.	Issue	Drawn	Approved	Date
0	DSA SUBMITTAL	BHA	PRT	04/02/2019

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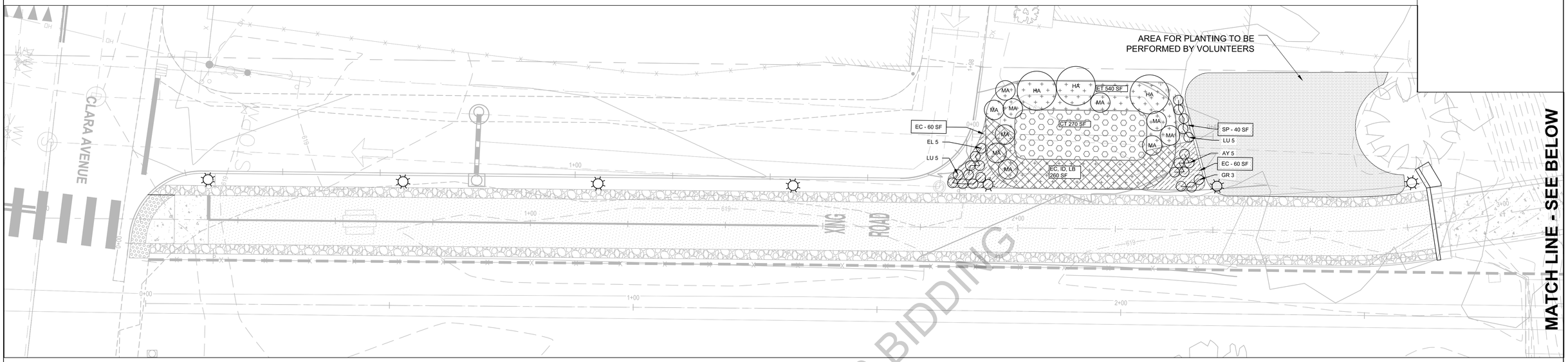
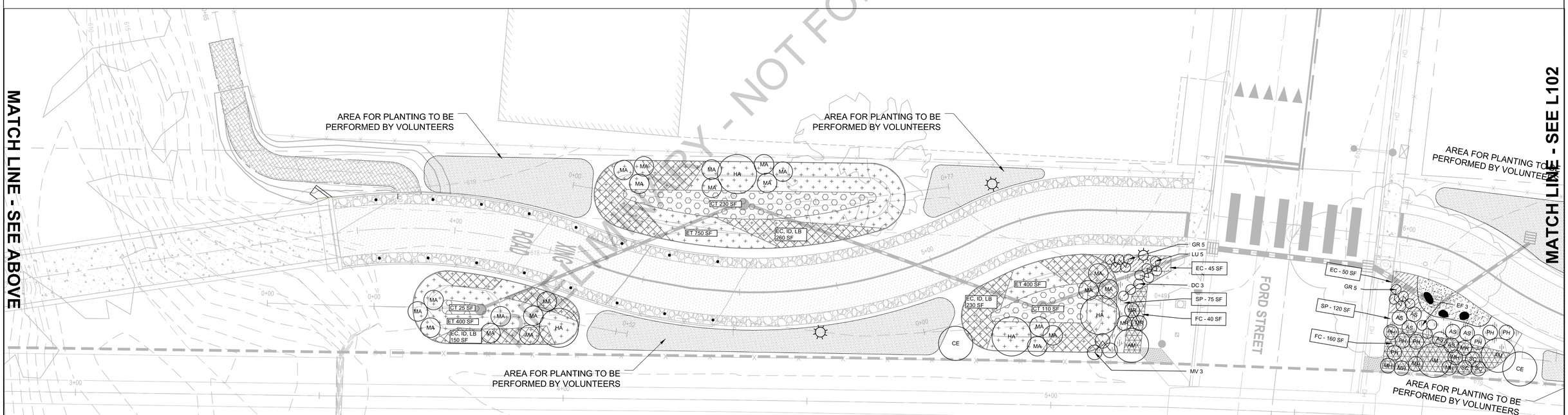
Drafting Check	M. KENNEDY	Design Check	M. KENNEDY
Project Manager	P. TORTORA	Date	04/02/2019
		Scale	AS SHOWN

Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title: CIVIL DETAILS
Project No. 11183508
Original Size: ANSI D
Sheet No. C501
Sheet 19 of 31

Plot Date: 2 April 2019 - 1:49 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_C501_CIVIL DETAILS.dwg





NOT FOR BIDDING - PRELIMINARY

LEGEND

PROPOSED PATH LIGHT

1 EC : 1 ID : 1 LB
SEE PLANT LIST FOR QUANTITIES

0 10' 20'
SCALE: 1" = 10'

No.	Issue	Drawn	Approved	Date
0	DSA SUBMITTAL	RB/BB	MS/BB	04/02/19

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www.altaplanning.com
711 SE Grand Avenue
Portland, OR 97214
503.230.9862

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REGISTERED LANDSCAPE ARCHITECT
LIC. #6173
BRIAN D. BURCHFIELD
11-19-20
RENEWAL DATE
STATE OF CALIFORNIA

GHD Inc.
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Santa Rosa California 95407 USA
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Project Manager	PRT	Date	3/5/2019
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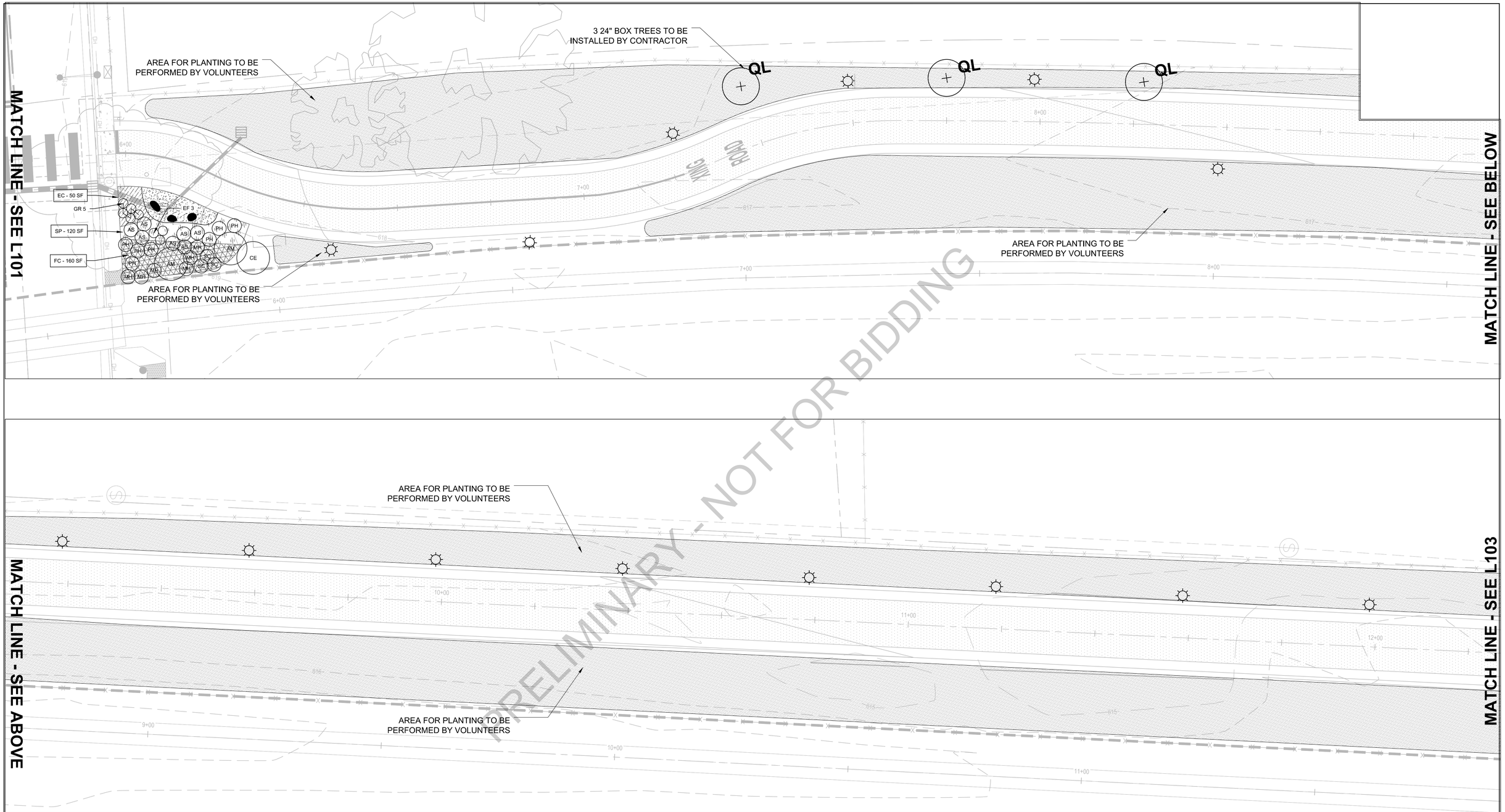
Client: CITY OF UKIAH
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title: PLANTING PLAN 1 OF 3
Project No. 11183508
Original Size: ANSI D
Sheet No. L101
Sheet 20 of 31

4/1/2019 1:33 PM



LEGEND

PROPOSED PATH LIGHT

1 EC : 1 ID : 1 LB
SEE PLANT LIST FOR QUANTITIES

0 10' 20'
SCALE: 1" = 10'

No.	Issue	Drawn	Approved	Date
0	DSA SUBMITTAL	RB/BB	MS/BB	04/02/19

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BRIAN D. BURCHFIELD
11-19-20
RENEWAL DATE
STATE OF CALIFORNIA

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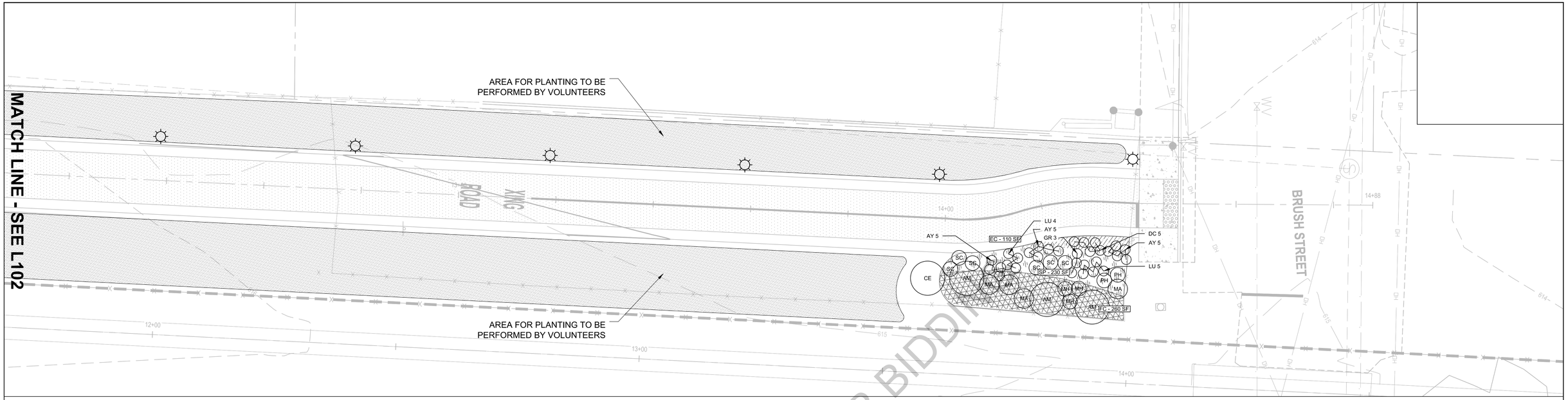
Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title PLANTING PLAN 2 OF 3
Project No. 11183508
Original Size ANSI D
Sheet No. L102
Sheet 21 of 31

Plot Date: 1 April 2019 - 1:44 PM Plotted By: Brian Burchfield Filename: \\EgnyteDrive\altaplanning\Shared\PROJECTS\2018\00-2018-297 Ukiah, CA NW Pacific Rail Trail Phase 3\cad\18_297_L101.dwg



PRELIMINARY - NOT FOR BIDDING

PLANT PALETTE

	SYMBOL	SPECIES	COMMON NAME	QTY	SIZE
PERENNIALS					
	AY	Achillea millefolium	COMMON YARROW	20	1 GAL
	AS	Asclepias sp.	MILK WEED	7	1 GAL
	EC	Eschscholzia californica	CALIFORNIA POPPY	625 SF	SEED
	EF	Eriogonum fasciculatum	CALIFORNIA BUCKWHEAT	3	1 GAL
	EL	Eriophyllum lanatum	OREGON SUNSHINE	5	1 GAL
	GR	Grindelia sp.	GUMWEED	16	1 GAL
	LU	Lupinus sp.	LUPINE	15	1 GAL
	MV	Mondardella villosa	COYOTE MINT	3	1 GAL
	PH	Penstemon heterophyllus	FOOTHILL PENSTEMON	10	1 GAL
	SC	Salvia clevelandii	CLEVELAND SAGE	9	1 GAL
GRASSES					
	DC	Danthonia californica	CALIFORNIA OAT GRASS	8	1 GAL
	FC	Festuca californica	CALIFORNIA FESCUE	450 SF	PLUG
	MR	Muhlenbergia rigens	DEER GRASS	3	1 GAL
	SP	Stipa pulchra	PURPLE NEEDLEGRASS	500 SF	PLUG
SHRUBS					
	AM	Arctostaphylos manzanita	COMMON MANZANITA	6	3 GAL
	CE	Ceanothus sp.	CEANOTHUS	3	3 GAL
	HA	Heteromeles arbutifolia	TOYON	7	3 GAL
MITIGATION TREES					
	QL	Quercus lobata	Valley Oak	3	24" Box

RAIN GARDEN PLANT PALETTE

	SYMBOL	SPECIES	COMMON NAME	QTY	SIZE	SPACING
PERENNIALS						
	AY	Achillea millefolium	COMMON YARROW	20	1 GAL	1.5' O.C.
	ID	Iris douglasiana	DOUGLAS IRIS	75	1 GAL	2' O.C.
	LB	Lupinus bicolor	MINIATURE LUPINE	300 SF	PLUG	1' O.C.
GRASSES						
	CT	Carex tumulicola	FOOTHILL SEDGE	635 SF	PLUG	1.5' O.C.
	ET	Elymus triticoides	CREEPING WILD RYE	2100 SF	PLUG	.5' O.C.
SHRUBS						
	HA	Heteromeles arbutifolia	TOYON	7	3 GAL	8'
	MA	Mimulus aurantiacus	MONKEY FLOWER	36	1 GAL	4'

LEGEND

PROPOSED PATH LIGHT

1 EC : 1 ID : 1 LB
SEE PLANT LIST FOR QUANTITIES

0 10' 20'
SCALE: 1" = 10'

No.	Issue	Drawn	Approved	Date
0	DSA SUBMITTAL	RB/BB	MS/BB	04/02/19

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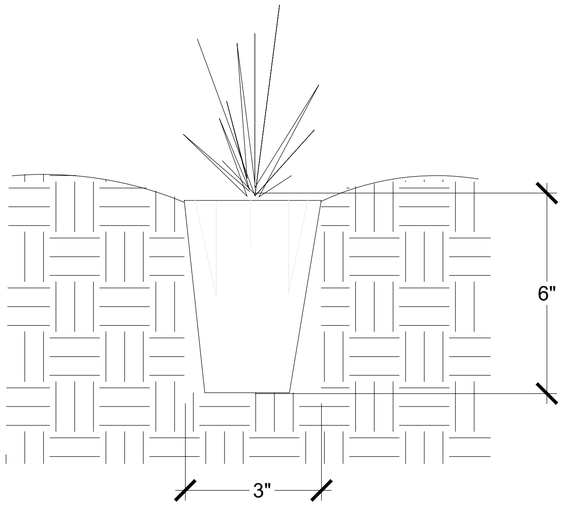
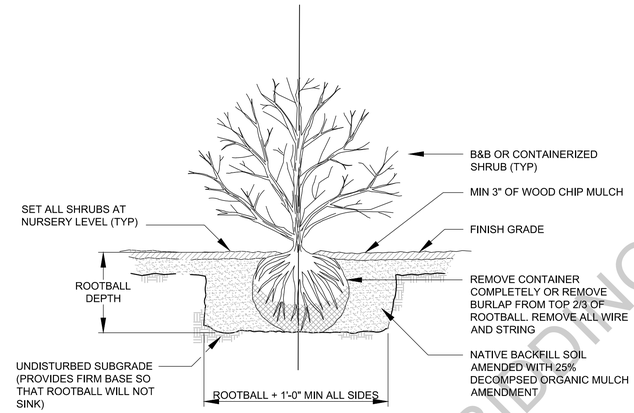
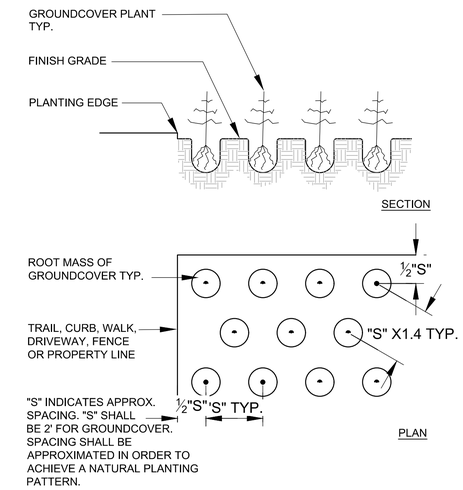
Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title PLANTING PLAN 3 OF 3
Project No. 11183508
Original Size ANSI D
Sheet No. L103
Sheet 22 of 31



1 TYPICAL PLUG PLANTING

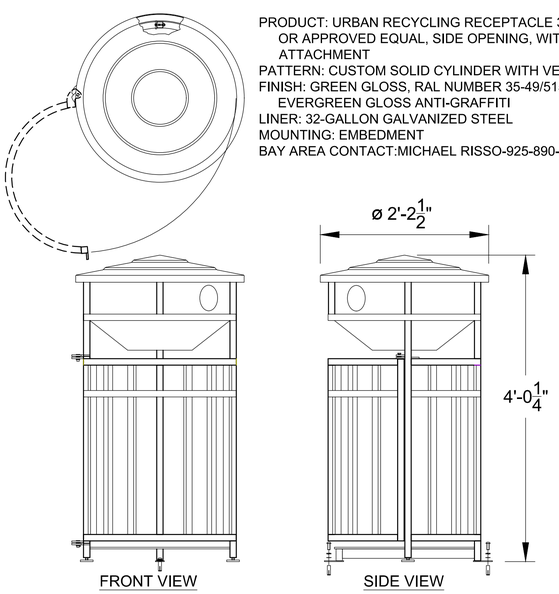


2 TYPICAL SHRUB PLANTING



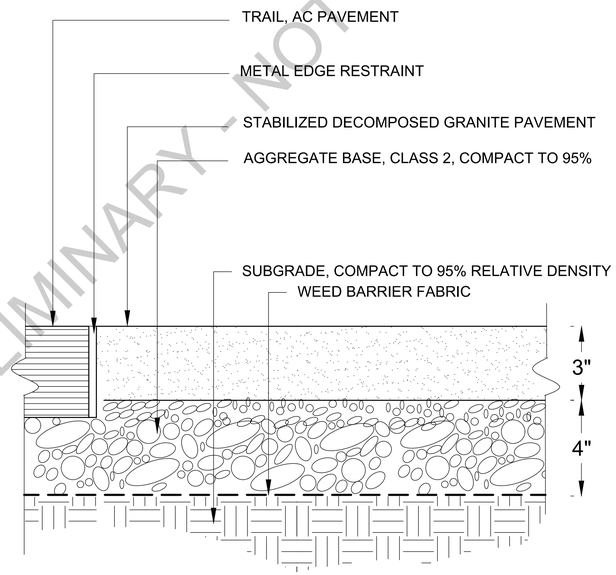
NOTE: PLANTINGS SHALL BE TAGGED FOR DORMANT SEASON IDENTIFICATION AND SHALL REMAIN ON PLANT MATERIAL AFTER PLANTING FOR MONITORING PURPOSES.

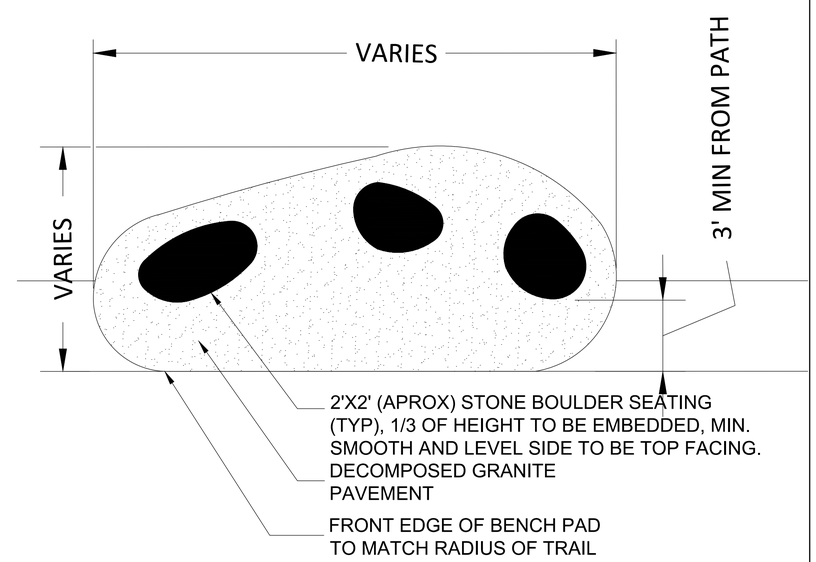
3 GROUNDCOVER LAYOUT



PRODUCT: URBAN RECYCLING RECEPTACLE 36 GALLON OR APPROVED EQUAL, SIDE OPENING, WITH RECYCLING ATTACHMENT
PATTERN: CUSTOM SOLID CYLINDER WITH VERTICAL BARS
FINISH: GREEN GLOSS, RAL NUMBER 35-49/51540-AG EVERGREEN GLOSS ANTI-GRAFFITI
LINER: 32-GALLON GALVANIZED STEEL
MOUNTING: EMBEDMENT
BAY AREA CONTACT:MICHAEL RISSO-925-890-462

4 TRASH/RECYCLING RECEPTACLE





5 DECOMPOSED GRANITE PAD

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Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title **PLANTING DETAILS**
Project No. 11183508
Original Size ANSI D
Sheet No. **L201**

Plot Date: 1 April 2019 - 1:31 PM Plotted By: Brian Burchfield Filename: \\EgryteDrive\altaplanning\Shared\PROJECTS\2018\00-2018-297 Ukiah, CA NW Pacific Rail Trail Phase 3\cad\18_297_DETAILS.dwg

1. DESIGN BASIS

1.1. THIS STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH THE CALTRANS BRIDGE DESIGN SPECIFICATIONS AND GEOTECHNICAL REPORT "NORTHWESTERN PACIFIC RAIL TRAIL PHASE 2 PROJECT, UKIAH, CALIFORNIA" BY GHD, INC. REFER TO THIS REPORT FOR ALL GEOTECHNICAL INFORMATION AND RECOMMENDATIONS.

1.2. SEISMIC DESIGN CRITERIA, REFER TO TABLE 5.3 IN THE REFERENCED GEOTECHNICAL REPORT.

1.3. DESIGN LIVE LOADS: H-20 VEHICLE LOAD

2. GENERAL NOTES

2.1. ALL WORK TO CONFORM TO REQUIREMENTS OF ALL PUBLICATIONS AND NOTES LISTED UNDER "DESIGN BASIS".

2.2. CIVIL DRAWINGS AND ALL OTHER DRAWINGS AS REQUIRED SHALL BE USED IN CONJUNCTION WITH STRUCTURAL DRAWINGS TO DEVELOP DETAILS AND DIMENSIONS FOR SHOP DRAWINGS, FABRICATION, ERECTION AND CONSTRUCTION.

2.3. THE CONTRACTOR IS TO VERIFY ALL EXISTING CONDITIONS AND ALL DIMENSIONS IN FIELD PRIOR TO START OF CONSTRUCTION AND PROTECT AND MAINTAIN ALL EXISTING CONSTRUCTION AND ITS CONTENTS IN FULL.

2.4. THE CONTRACTOR SHALL MAINTAIN A SET OF LATEST REVIEWED SHOP DRAWINGS ON JOB SITE.

2.5. THE STRUCTURE HAS BEEN DESIGNED TO BE STABLE AND SELF SUPPORTING AFTER THE CONSTRUCTION IS COMPLETE. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY FOR THE STRUCTURES STABILITY DURING CONSTRUCTION. THIS RESPONSIBILITY ALSO INCLUDES BUT IS NOT LIMITED TO METHOD AND SEQUENCE OF ERECTION, TEMPORARY SHORING AND TEMPORARY BRACING.

2.6. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO FOLLOW ALL APPLICABLE SAFETY CODES AND REGULATIONS DURING ALL PHASES OF CONSTRUCTION.

2.7. SHOULD ANY INFORMATION ON THE STRUCTURAL DRAWINGS CONFLICT WITH THE SPECIFICATIONS OR ANY OTHER PART OF THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND AN INTERPRETATION WILL BE GIVEN.

2.8. ALL SECTIONS, DETAILS, NOTES, DIMENSIONS AND CONDITIONS ARE APPLICABLE AT ANY OTHER LOCATION WHERE CONDITIONS AND DETAILS ARE SIMILAR BUT ARE NOT SPECIFICALLY NOTED AS SUCH OR ARE NOT SHOWN.

2.9. FOR QUALITY CONTROL INSPECTION AND TESTING REQUIREMENTS DURING CONSTRUCTION, SEE SPECIFICATIONS AND "SCHEDULE OF SPECIAL INSPECTIONS".

3. FOUNDATION NOTES

3.1. SOIL BEARING CAPACITY USED IN THE DESIGN OF FOUNDATIONS:

4000 PSF FOR DEAD PLUS LIVE LOADS AS RECOMMENDED BY THE GEOTECHNICAL REPORT. THE ALLOWABLE BEARING CAPACITY CAN BE INCREASED BY ONE-THIRD FOR WIND AND SEISMIC LOADS.

3.2. ALL FOOTINGS TO BEAR ON NATURAL UNDISTURBED SOIL OR COMPACTED STRUCTURAL FILL HAVING MINIMUM BEARING CAPACITY AS INDICATED.

3.3. ALL COMPACTED STRUCTURAL FILL SHALL CONFORM TO ALL RECOMMENDATIONS CONTAINED IN THE PROJECT GEOTECHNICAL REPORT.

3.4. PLACEMENT OF ALL COMPACTED FILL AND COMPACTION OF SUBGRADE SHALL BE UNDER FULL TIME DIRECTION OF A QUALIFIED GEOTECHNICAL ENGINEER. CONCRETE SLABS AND FOOTINGS SHALL NOT BE PLACED UNTIL FILL AND SUBGRADE HAVE BEEN CHECKED IN PLACE AND APPROVED BY THE GEOTECHNICAL ENGINEER.

4. CONCRETE NOTES

4.1. ALL WORK TO CONFORM TO THE REQUIREMENTS OF THE FOLLOWING PUBLICATIONS:

4.1.1. ACI "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318-LATEST EDITION) AND "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT" (ACI 315-LATEST EDITION).

4.1.2. "SPECIFICATION FOR WELDED STEEL WIRE FABRIC FOR CONCRETE REINFORCEMENT" (LATEST EDITION) BY THE WIRE REINFORCEMENT INSTITUTE, INC.

4.2. MINIMUM COMPRESSIVE STRENGTH OF CONCRETE AT 28 DAYS:

4000 PSI (NORMAL WEIGHT) AT ALL OTHER ELEMENTS

PRIOR TO PLACING CONCRETE, MIX DESIGNS SHALL BE SUBMITTED FOR REVIEW.

4.3. ALL BAR REINFORCING FOR CONCRETE SHALL CONFORM TO ASTM A 615 GRADE 60 (DEFORMED). REINFORCING SHOWN ON DRAWING TO BE WELDED SHALL CONFORM TO ASTM A 706 GRADE 60 (DEFORMED) BARS SPECIALLY FORMULATED TO BE WELDABLE.

4.4. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 1064.

4.5. UNLESS OTHERWISE SHOWN, LOCATE REINFORCING BARS WITH FOLLOWING CLEAR DIMENSION TO FACE OF CONCRETE:

CONCRETE CAST ON GROUND: 3" CLEAR

CONCRETE TOPPING SLAB AT PRE-CAST BRIDGES: 1½" CLEAR

ALL OTHER LOCATIONS: 2" CLEAR, UNO

4.6. CONCRETE ACCESSORIES MUST BE ADEQUATE TO MAINTAIN REINFORCING ACCURATELY IN PLACE AND BE NON-CORROSIVE, NON-STAINING TYPE.

4.7. LAP ALL BAR REINFORCING IN CONCRETE ELEMENTS AS SHOWN IN "REINFORCING CONCRETE LAP SCHEDULE". IN BEAMS, GRADE BEAMS AND GIRDERS, SPLICE TOP BARS AT MIDDLE OF SPAN BETWEEN SUPPORTS AND SPLICE BOTTOM BARS AT SUPPORTS (UNLESS OTHERWISE SHOWN).

4.8. SAW-CUT CONTROL JOINTS IMMEDIATELY AFTER CONCRETE HAS SET SUFFICIENTLY SO THAT CUTTING DOES NOT PRODUCE SHREDDING OF THE CONCRETE, BUT BEFORE CONCRETE HAS HAD A CHANCE TO CRACK DUE TO INITIAL SHRINKAGE. THE CUTTING PERIOD WILL VARY ACCORDING TO THE RATE OF SETTING OF THE CONCRETE. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO CUT THESE JOINTS AT THE PROPER TIME AND USING THE PROPER PROCEDURE TO MINIMIZE SHRINKAGE CRACKING AND TO PRODUCE CLEAN, STRAIGHT JOINTS.

4.9. REFERENCE SPECIFICATIONS FOR CONCRETE CURING AND PROTECTION. BEGIN CONCRETE CURING AS SOON AS FINISHING OPERATIONS ARE COMPLETE (WITHIN TWO HOURS).

4.10. SHORE CONCRETE BEAMS, CANTILEVERS AND SUPPORTED SLABS DIRECTLY TO FIRM BEARING FOR AS LONG AS PRACTICAL (MINIMUM 28 DAYS) TO MINIMIZE CREEP AND DEFLECTION.

4.11. LIQUID MEMBRANE FORMING CURING COMPOUNDS SHALL COMPLY WITH ASTM C 309, TYPE I, CLASS A.

5. STEEL NOTES

5.1. ALL WORK TO CONFORM TO THE REQUIREMENTS OF THE FOLLOWING PUBLICATIONS:

5.1.1. AISC 360-05 "DESIGN SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" (MANUAL OF STEEL CONSTRUCTION - 13TH EDITION)

5.2. ALL STEEL TUBES, ROUND AND SHAPED, SHALL CONFORM TO ASTM A500, GRADE B.

5.3. ALL STEEL PILINGS SHALL CONFORM TO ASTM A252.

5.4. ALL PLATES AND MISCELLANEOUS IRON SHALL CONFORM TO ASTM A36 (EXCEPT AS NOTED).

5.5. ALL BOLTED CONNECTIONS TO USE 3/4" DIAMETER A307 BOLTS UNLESS NOTED OTHERWISE.

5.6. ALL WELDS TO STRUCTURAL STEEL TO CONFORM TO "STRUCTURAL WELDING CODE - STEEL" (AWS D1.1 - LATEST EDITION). ALL WELDS TO COLD-FORMED SHEET STEEL TO CONFORM TO "STRUCTURAL WELDING CODE - SHEET STEEL" (AWS D1.3- LATEST EDITION).

5.7. ALL STEEL EXCEPT PILINGS SHALL BE GALVANIZED AND THEN PAINTED. STEEL PILINGS FILLED WITH CONCRETE SHALL BE PAINTED ABOVE THE MUD LINE.

5.8. GALVANIZING SHALL CONFORM TO ASTM A 123 OR ASTM A 153, AS APPLICABLE.

5.5. FIELD WELDING TO GALVANIZED STEEL: PRIOR TO FIELD WELDING CONNECTION, ZINC COATING AT ALL WELD CONNECTION AREAS SHALL BE REMOVED BY BURNING WITH OXYGEN FUEL GAS TORCH, SHOT BLASTING OR GRINDING TO BARE STEEL. APPLY A MINIMUM OF 2 COATS OF ZINC-RICH PAINT AFTER CLEANING COMPLETED WELD.

6. PRE-MANUFACTURED BRIDGE AND FOUNDATION

6.1. PROVIDE AND INSTALL FULLY FUNCTIONAL PRE-MANUFACTURED BRIDGE PER THE STRUCTURAL DRAWINGS AND SPECIFICATIONS.

6.2. BRIDGES TO BE DESIGNED BY A CALIFORNIA PROFESSIONAL ENGINEER AND CONSTRUCTED IN ACCORDANCE WITH SPECIFICATIONS AND TO SUPPORT OWN WEIGHT, IMPOSED LIVE, WIND, AND SEISMIC LOADS. SEE "DESIGN BASIS" IN STRUCTURAL GENERAL NOTES FOR STRUCTURAL CRITERIA. SUBMIT DESIGN FOR REVIEW PRIOR TO FABRICATION. CONTRACTOR TO INCLUDE MULTIPLE STRUCTURAL REVIEWS IN PROJECT SCHEDULE. ALLOW 2 WEEKS FOR EACH REVIEW.

6.3. THE BRIDGE SHALL BE FLATBED RAIL CAR MODIFIED TO SUPPORT THE DESIGN CRITERIA.

6.4. THE CONTRACTOR SHALL PROVIDE THE FOUNDATION DESIGN TO SUPPORT THE BRIDGE.

CONCRETE REINFORCEMENT
CLASS B LAP SPLICE SCHEDULE (inches)

F'c (psi)	#3	#4	#5	#6	#7	#8	#9	#10
2800	23	31	39	47	68	78	88	99
3000	21	28	36	43	62	71	80	90
4000	18	25	31	37	54	62	70	78
5000	17	22	28	33	48	55	62	70
6000	15	20	25	30	44	50	57	64

BASE FLOOD ELEVATION NOTE:
100 YR FLOOD ELEVATION OF ORR CREEK IS 618, NAVD 88 BASED ON FEMA FLOOD INSURANCE RATE MAP PANEL 06045C1514F DATED 6/2/2011. FOR PURPOSES OF DESIGN THE SOFFIT ELEVATION SHALL BE SET AT ELEVATION 619.

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REGISTERED PROFESSIONAL ENGINEER PATRICK RENO TORTORA No. C80067 CIVIL STATE OF CALIFORNIA

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Drafting Check	M. KENNEDY	Design Check	M. KENNEDY
Project Manager	P. TORTORA	Date	04/02/2019
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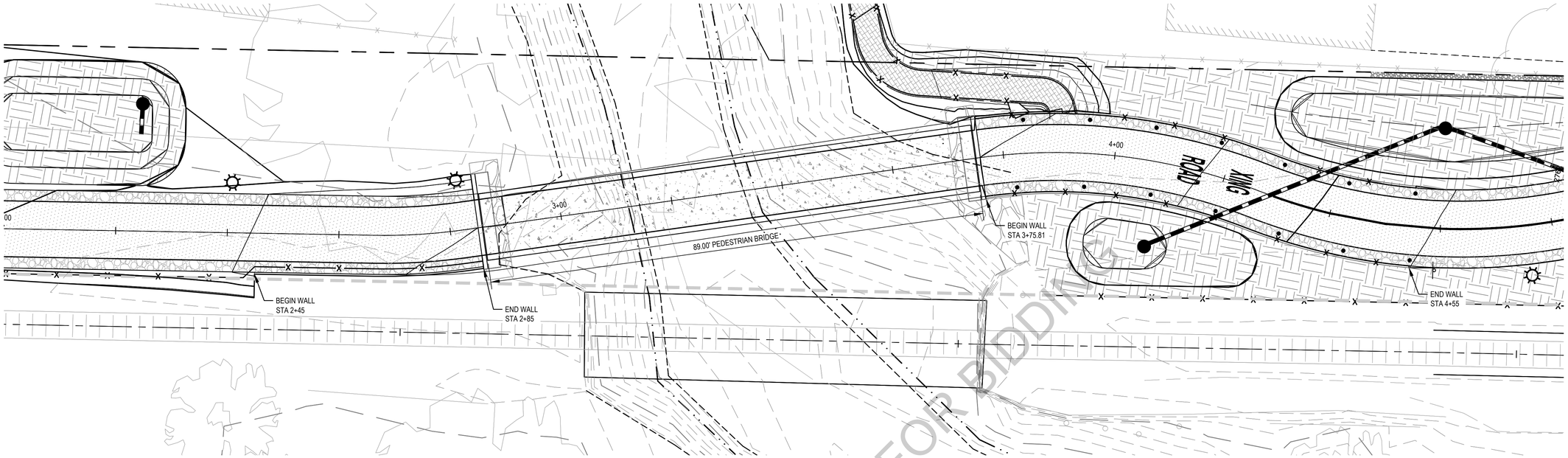
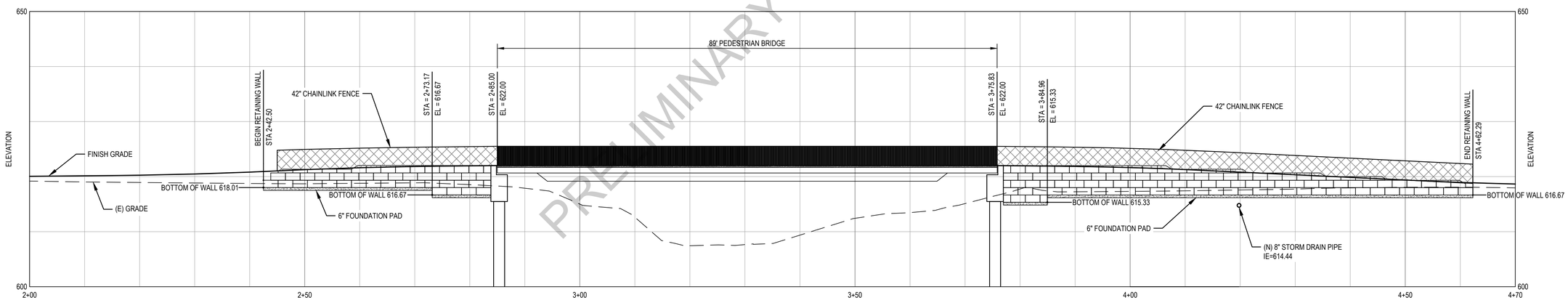
Client CITY OF UKIAH
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title STRUCTURAL NOTES
Project No. 11183508
Original Size ANSI D
Sheet No. S001
Sheet 24 of 31

Plot Date: 2 April 2019 - 1:50 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_S001_STRUCTURAL NOTES.dwg



1 EAST MSE PLAN VIEW



2 EAST MSE PROFILE VIEW - SHOWING FACING PANELS

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SHEET GENERAL NOTES

1. PRE-ENGINEERED LOCK + LOAD RETAINING WALL SYSTEM PLAN AND PROFILE DETAILS ARE PROVIDED FOR INFORMATION ONLY. CONTRACTOR TO PROVIDE SHOP DRAWINGS AND DETAILS SIGNED AND STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA.

N

0 10' 20' HORIZONTAL

0 10' 20' VERTICAL

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Drafting Check	M. KENNEDY	Design Check	M. KENNEDY
Project Manager	P. TORTORA	Date	04/02/2019
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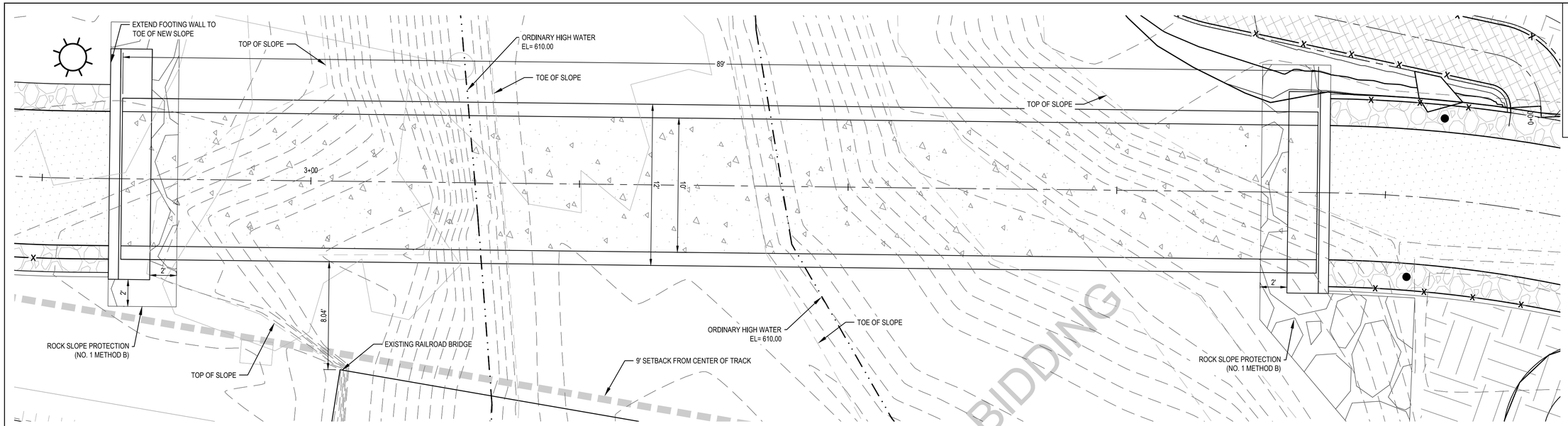
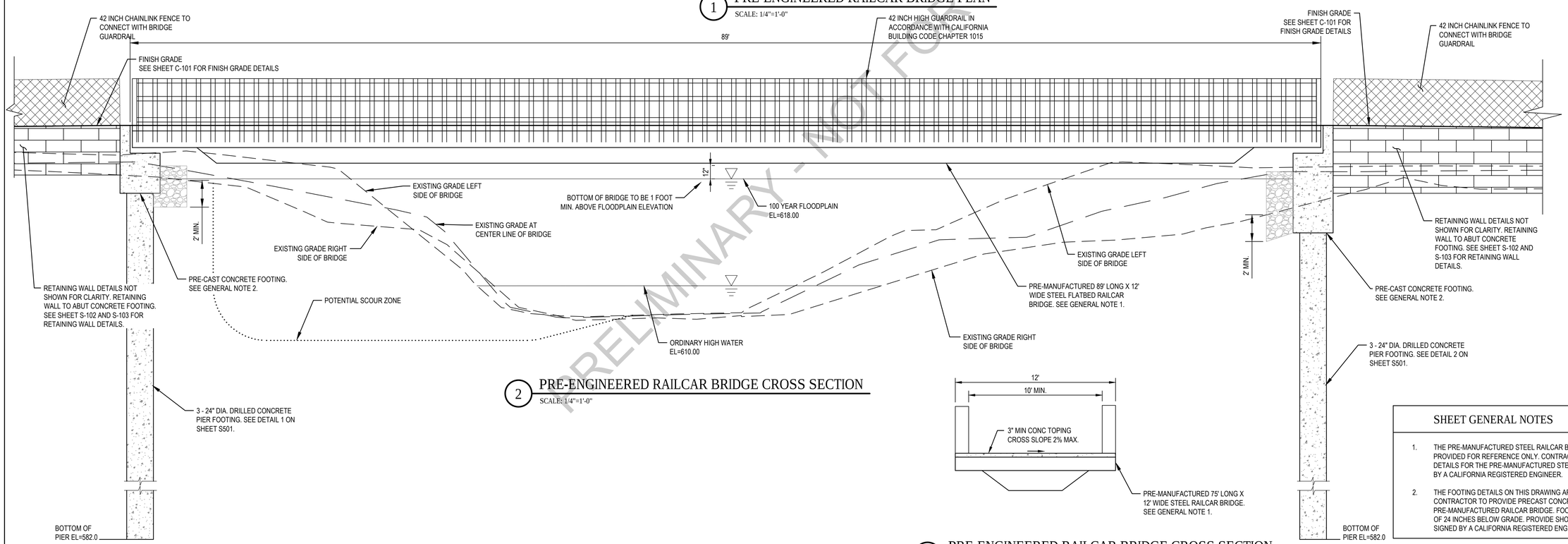
Project NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title EAST MSE PLAN AND PROFILE
Project No. 11183508
Original Size ANSI D
Sheet No. S102
Sheet 26 of 31

Plot Date: 2 April 2019 - 1:51 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_S102_EAST RETAINING WALL PLAN AND PROFILE.dwg



1 PRE-ENGINEERED RAILCAR BRIDGE PLAN

SCALE: 1/4"=1'-0"



2 PRE-ENGINEERED RAILCAR BRIDGE CROSS SECTION

SCALE: 1/4"=1'-0"

A PRE-ENGINEERED RAILCAR BRIDGE CROSS SECTION

SCALE: 1/4"=1'-0"

SHEET GENERAL NOTES

1. THE PRE-MANUFACTURED STEEL RAILCAR BRIDGE DETAILS ON THIS DRAWING ARE PROVIDED FOR REFERENCE ONLY. CONTRACTOR TO PROVIDE SHOP DRAWINGS AND DETAILS FOR THE PRE-MANUFACTURED STEEL RAILCAR BRIDGE STAMPED AND SIGNED BY A CALIFORNIA REGISTERED ENGINEER.
2. THE FOOTING DETAILS ON THIS DRAWING ARE PROVIDED FOR REFERENCE ONLY. CONTRACTOR TO PROVIDE PRECAST CONCRETE FOOTING WITH THE PRE-MANUFACTURED RAILCAR BRIDGE. FOOTING TO BEAR ON NATIVE SOIL A MINIMUM OF 24 INCHES BELOW GRADE. PROVIDE SHOP DRAWINGS AND DETAILS STAMPED AND SIGNED BY A CALIFORNIA REGISTERED ENGINEER.

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Project Manager	P. TORTORA	Date	04/02/2019
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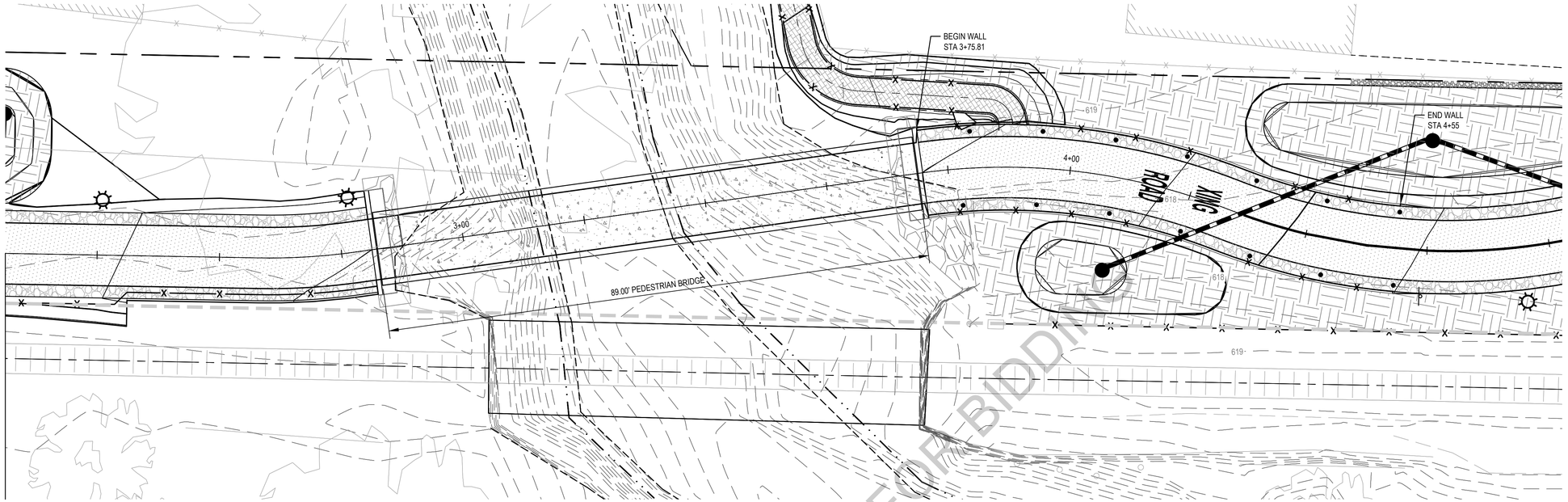
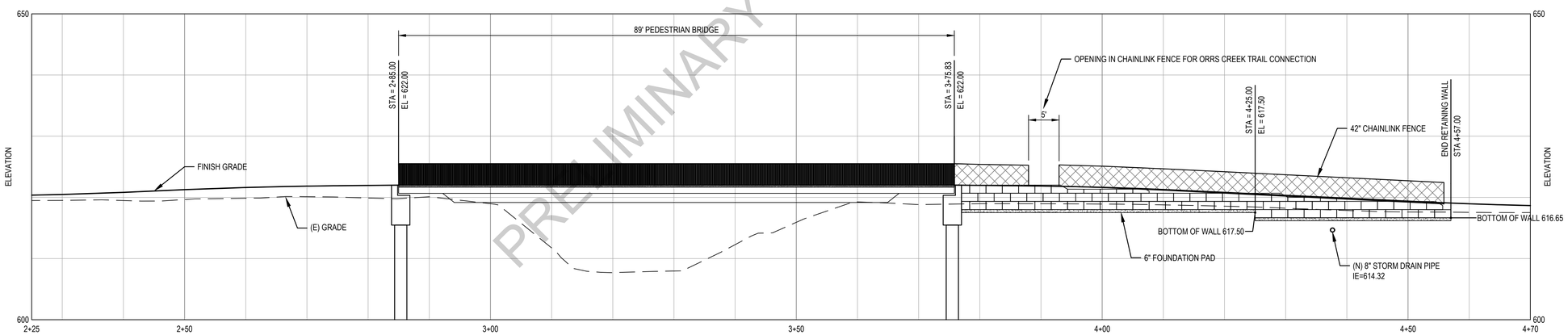
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title: PEDESTRIAN BRIDGE PLAN AND SECTION
Project No. 11183508
Original Size: ANSI D
Sheet No. S101
Sheet 25 of 31

Plot Date: 2 April 2019 - 2:21 PM Plotted By: Briana Artita Filename: N:\US\Portland\Projects\111\11183508 Ukiah NWP Rail Trail Phase 3\06-CAD\Sheets\11183508_S101_BRIDGE PLAN AND PROFILE.dwg



1 WEST MSE PLAN



2 WEST MSE PROFILE - SHOWING FACING PANELS

PRELIMINARY - NOT FOR BIDDING

SHEET GENERAL NOTES

1. PRE-ENGINEERED LOCK + LOAD RETAINING WALL SYSTEM PLAN AND PROFILE DETAILS ARE PROVIDED FOR INFORMATION ONLY. CONTRACTOR TO PROVIDE SHOP DRAWINGS AND DETAILS SIGNED AND STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA.

N

0 10' 20' HORIZONTAL
0 10' 20' VERTICAL

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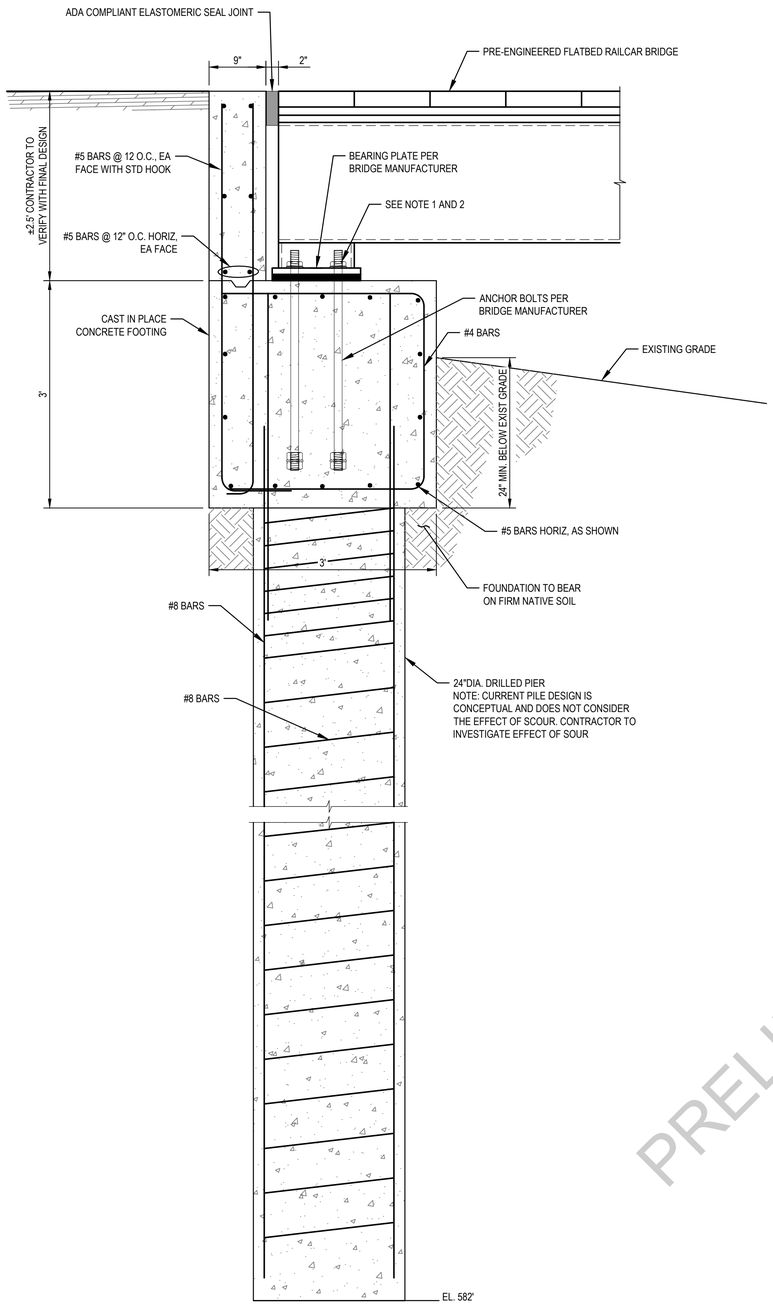
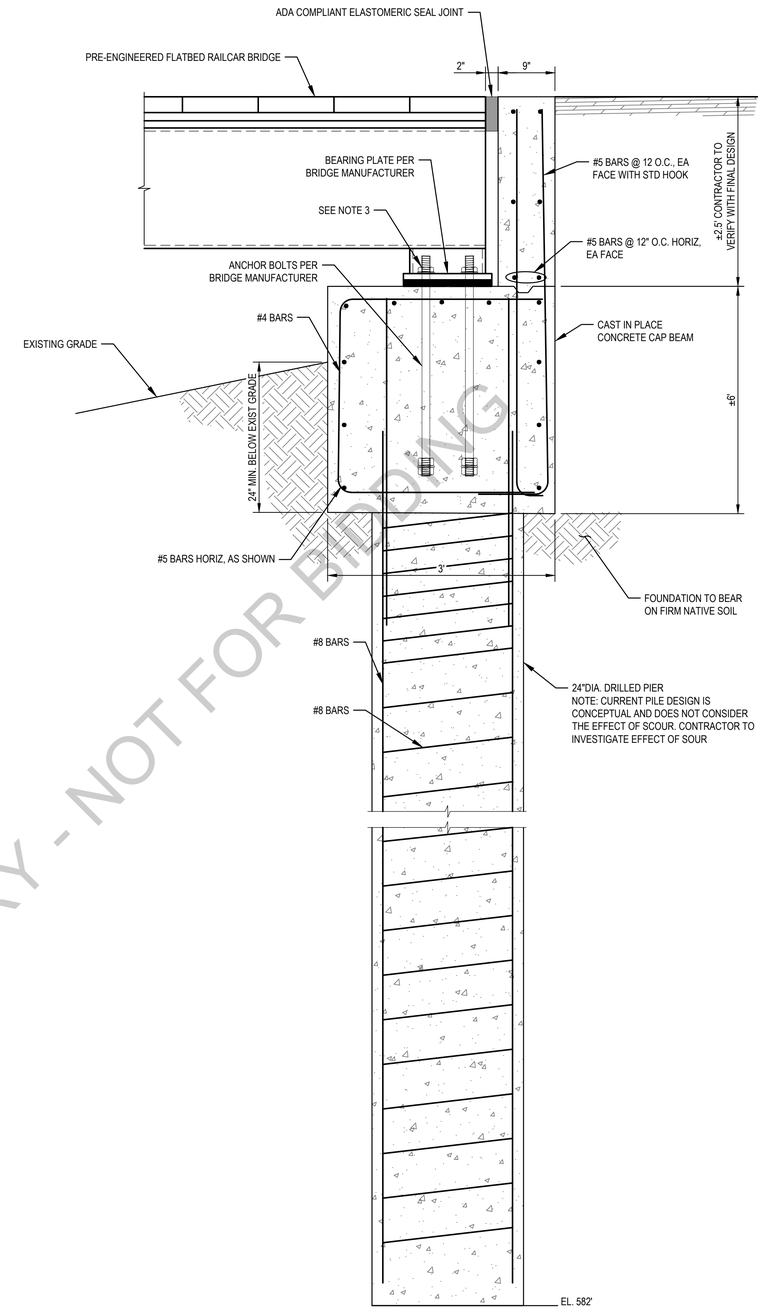
Project No. 11183508
Original Size ANSI D
Sheet No. S103
Sheet 27 of 31

Plot Date: 2 April 2019 - 1:51 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_S103_WEST RETAINING WALL PLAN AND PROFILE.dwg



1 S501 SOUTH BRIDGE FOOTING

SCALE: NTS



2 S501 NORTH BRIDGE FOOTING

SCALE: NTS

SHEET GENERAL NOTES

1. CONNECTIONS AT SOUTH BANK SHALL BE DESIGNED TO ALLOW TO SLIDE IN THE LONGITUDINAL DIRECTION TO ACCOMMODATE MOVEMENT DUE TO THERMAL AND EARTHQUAKE.
2. CONNECTIONS AT SOUTH BANK SHALL BE DESIGNED FOR 50% OF EARTHQUAKE INTERIAL LOAD OF THE ENTIRE DECK IN THE TRANSVERSE DIRECTION.
3. CONNECTIONS AT NORTH BANK SHALL BE DESIGNED FOR 50% OF THE EARTHQUAKE INTERIAL LOAD OF THE ENTIRE DECK IN THE TRANSVERSE DIRECTION AND 100% OF THE EARTHQUAKE INTERIAL LOAD OF THE ENTIRE DECK IN THE LONGITUDINAL DIRECTION.

PRELIMINARY - NOT FOR BIDDING

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Project No. 11183508
Original Size ANSI D
Sheet No. S501
Sheet 28 of 31

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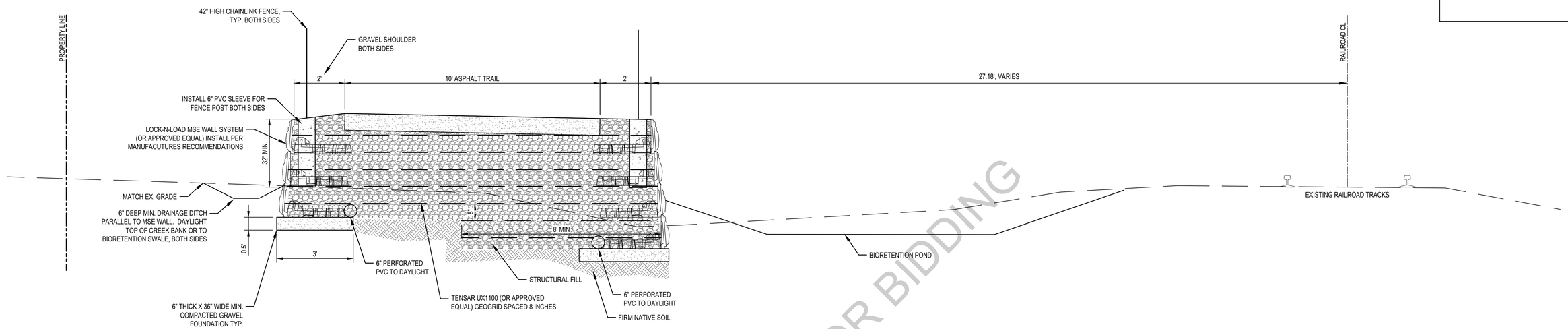
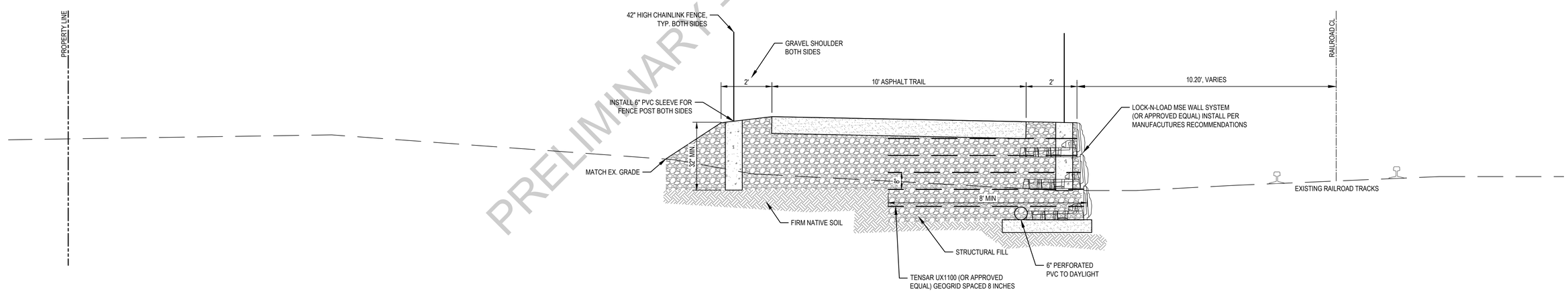


TYPICAL NORTH MSE WALL PANEL CROSS SECTION
TAKEN AT STA 4+00

1 / S502

SCALE: NTS

PRELIMINARY - NOT FOR BIDDING



TYPICAL SOUTH MSE WALL PANEL CROSS SECTION
TAKEN AT STA 2+75

2 / S502

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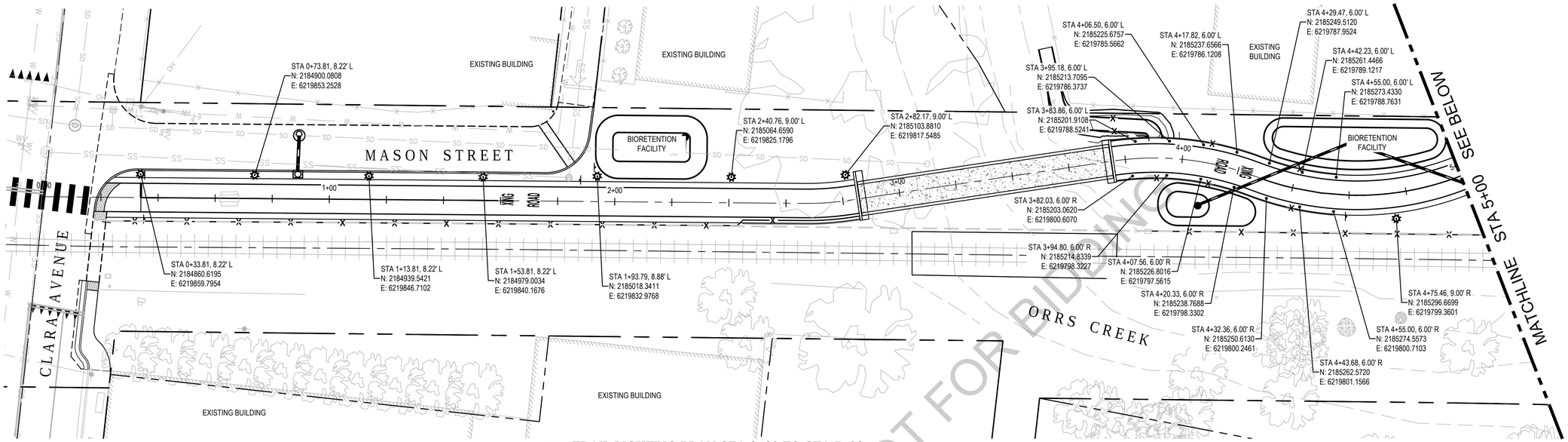
Project: NORTHWESTERN PACIFIC RAIL TRAIL PROJECT - PH 3
Title: RETAINING WALL DETAILS
Project No. 11183508
Original Size: ANSI D
Sheet No. S502
Sheet 29 of 31

Plot Date: 2 April 2019 - 1:51 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_S501_STRUCTURAL DETAILS.dwg

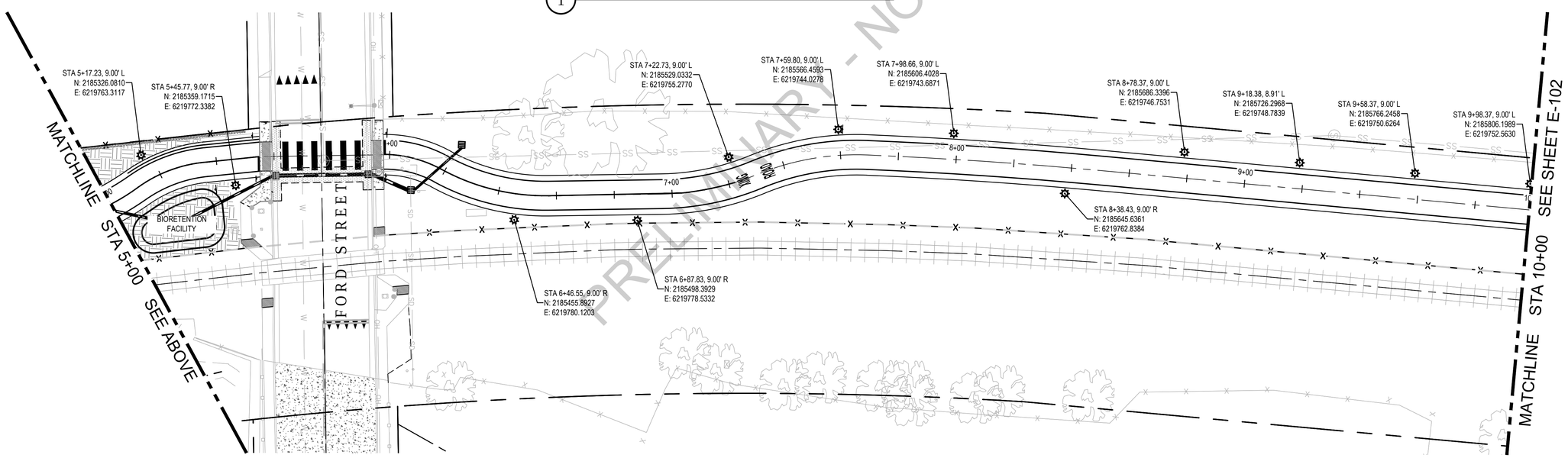
LEGEND	
✡	PEDESTRIAN SOLAR POWERED LIGHTING (10' TALL). SEE PROJECT SPECIFICATIONS FOR MORE INFORMATION. SEE DETAIL 6 ON SHEET C501 FOR FOUNDATION.
•	SOLAR POWERED LED BOLLARD LIGHTING, SPACED 12' O-C. SEE SPECIFICATIONS FOR MORE INFORMATION. SEE DETAIL 7 ON SHEET C501 FOR FOUNDATION.

SHEET GENERAL NOTES

1. LOCATION OF EXISTING UTILITIES AND STRUCTURES ARE FROM INFORMATION AVAILABLE AT THE TIME OF DESIGN. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL NOTIFY THE OWNER AND UNDERGROUND SERVICES ALERT (U.S.A.) (800) 277-2600 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION. CONTRACTOR TO VERIFY ACTUAL SITE CONDITIONS PRIOR TO PERFORMING WORK.



1 TRAIL LIGHTING PLAN STA 0+00 TO STA 5+00



2 TRAIL LIGHTING PLAN STA 5+00 TO STA 10+00

PRELIMINARY - NOT FOR BIDDING

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Title TRAIL LIGHTING PLAN STA 0+00 TO STA 10+00
Project No. 11183508
Original Size ANSI D
Sheet No. E101
Sheet 30 of 31

Plot Date: 2 April 2019 - 1:52 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_E101_ELECTRICAL.dwg

LEGEND	
✡	PEDESTRIAN SOLAR POWERED LIGHTING (10' TALL). SEE PROJECT SPECIFICATIONS FOR MORE INFORMATION. SEE DETAIL 6 ON SHEET C501 FOR FOUNDATION.

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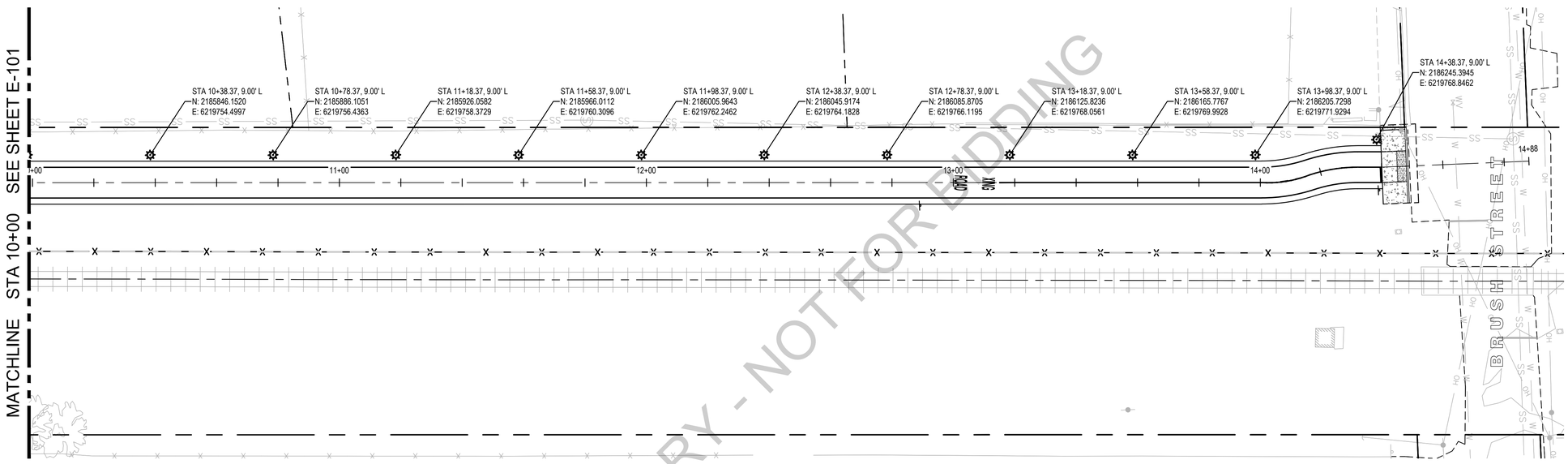

1 TRAIL LIGHTING PLAN STA 10+00 TO STA 15+00

PRELIMINARY - NOT FOR BIDDING

N

0 10' 20' 40'

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Title TRAIL LIGHTING PLAN STA 10+00 TO END
Project No. 11183508
Original Size ANSI D
Sheet No. E102
Sheet 31 of 31

Plot Date: 2 April 2019 - 1:52 PM Plotted By: Briana Artita Filename: n:\US\Portland\Projects\111\11183508 ukiah nwp rail trail phase 3\06-CAD\Sheets\11183508_E101_ELECTRICAL.dwg

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS

FOR

NORTHWESTERN PACIFIC RAIL TRAIL PHASE 3 SPECIFICATION NO. 18-04

PRELIMINARY - NOT FOR BIDDING

CITY OF UKIAH

DEPARTMENT OF PUBLIC WORKS

300 Seminary Avenue

Ukiah, California 95482-5400

Bids Open: _____, _____, _____

2:00 p.m.

Office of City Clerk

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

MAUREEN MULHEREN – MAYOR
DOUGLAS CRANE – VICE MAYOR
STEPHEN G. SCALMANINI – COUNCIL MEMBER
JIM BROWN – COUNCIL MEMBER
JUAN OROZCO – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN – DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – PROCUREMENT MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER – CITY TREASURER

PRELIMINARY - NOT FOR BIDDING

CITY OF UKIAH

DEPARTMENT OF PUBLIC WORKS

APRIL 2019

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PRELIMINARY - NOT FOR BIDDING

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PRELIMINARY - NOT FOR BIDDING

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

NOTICE TO BIDDERS FOR NORTHWESTERN PACIFIC RAIL TRAIL PHASE 3

SPECIFICATION NO. 18-04

NOTICE IS HEREBY GIVEN that sealed standard proposals for NORTHWESTERN PACIFIC RAIL TRAIL PHASE 3 will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on _____, ____, 2019, at which time, or as soon thereafter as possible, they will be publicly opened and read. Bids shall be addressed to the City Clerk and shall be endorsed "NORTHWESTERN PACIFIC RAIL TRAIL PHASE 3." Bids are required for the entire work described herein. No fax bids will be accepted.

ENGINEER'S ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Units
1	Construction Area Signs	1	LS
2	Traffic Control System	1	LS
3	Prepare Storm Water Pollution Prevenetion Plan	1	LS
4	Temporary Water Pollution Control Measures	1	EA
5	Temporary Drainage Inlet Protection	11	EA
6	Temporary Concrete Washout	1	LS
7	Remove Chain Link Fence	350	LF
8	Remove Painted Traffic Stripe	140	LF
9	Remove Roadside Sign	1	EA
10	Remove Asphalt Concrete Pavement	3945	SF
11	Relocate Roadside Sign	2	EA
12	Remove Concrete Sidewalk	220	SY
13	Remove Concrete (Curb and Gutter)	55	LF
14	Clearing and Grubbing	0.75	AC
15	Roadway Excavation (Streets Crossings)	45	CY
16	Roadway Excavation (cut native material to subgrade - Trail & Shoulders)	500	CY
17	Trench Exacavation	150	CY
18	Structure Excavation (Bridge Footing)	55	CY
19	Embankment (place excavated native to subgrade)	500	CY
20	Planting Soil Amendment	1	LS
21	Plant Group A (1 GAL)	233	EA
22	Plant Group B (3 GAL)	23	EA
23	Plant Group C (California Poppy, Hydroseed)	625	SF
24	Plant Group D (PLUG)	3985	SF
25	Landscape Maintennance (2 years)	1	LS
26	Stabilized Decomposed Granite Pavement	80	SF
27	Wood Chip Mulch	26	CY
28	Trash/Recycling Receptacle	1	EA
29	Stone Boulder Seating (2'x2'x2')	3	EA
30	Topsoil (ponds)	225	CY
31	Rolled Erosion Control Product (jute mesh)	4010	SF

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32	Class II Aggregate Base (Trail)	120	CY
33	Class II Aggregate Base (Shoulders)	140	CY
34	Class II Aggregate Base (Street)	45	CY
35	Hot Mix Asphalt (Type A 1/2" Max., 0.25' Min. Thk. Trail)	240	Ton
36	Hot Mix Asphalt (Type A 1/2" Max., 0.33' Min. Thk. Street)	85	Ton
37	MSE Stabilized Embankment	820	SF
38	8" PVC Pipe	200	LF
39	10" PVC Pipe	15	LF
40	12" PVC Pipe	50	LF
41	6" Perforated PVC Pipe Underdrain	165	LF
42	Class 2 Permeable Material (ponds)	265	CY
43	Class 2 Permeable Material (Flow spreader)	3	CY
44	Curb Inlet	2	EA
45	Catch Basin (Landscape North of Ford Street)	1	EA
46	Over Flow Drain (Ponds)	3	EA
47	48" Precast Concrete		LF
48	Remove Pipe	50	LF
49	Remove Inlet	3	EA
50	Adjust Inlet	1	EA
51	Adjust Manhole Frame and Cover to Grade	1	EA
52	Rock Slope Protection (No. 1, Method B)	25	CY
53	Detectable Warning Surface (Truncated Domes at RR Crossing)	75	SF
54	Detectable Warning Surface (Truncated Domes at Ramps)	125	SF
55	Minor Concrete - Curb and Gutter (COU Std Plan), Incl Base	290	LF
56	Minor Concrete - Sidewalks, Incl Agg Base	575	SF
57	Pre-Engineered Flatbed Rail Car Bridge (Bridge, guardrail and Foundation)	1	LS
58	Lighting (10' pole - solar powered) includes footing	31	EA
59	Lighting (3' bollard - solar powered) includes footing	14	EA
60	Chain Link Fence (42" Tall)	1710	LF
61	Roadside Sign - One Post	32	EA
62	Thermoplastic Pavement Markings (Trail)	180	LF
63	Thermoplastic Crosswalk and Pavement Markings	350	SF
64	Paint Traffic Stripe (trail)	500	LF
65	Mobilzation (Mobilization, Demobilization and final Cleanup)	1	LS
66	Construction Staking	1	LS

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Plans and Special Provisions may be inspected and/or copies obtained **for a non refundable fee of $_____**. Plans and Special Provisions may also be downloaded at no charge from the City's website at www.cityofukiah.com. Contact Mary Horger, Procurement Manager, City of Ukiah, 300 Seminary Avenue, Ukiah, California 95482-5400. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger at (707) 463-6233 or at fax phone (707) 313-3621.

The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right to waive any information not material to cost or performance in any proposal or bid.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2014) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes. Copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD/ The prime contractor for the work herein shall possess a current, valid State of California, Class A (General Engineering) Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California.

Dated:_____ _____

Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES:

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INSTRUCTIONS TO BIDDERS

NORTHWESTERN PACIFIC RAIL TRAIL PHASE3 shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

All borrowers that receive I-Bank financing above $2 million, and that are also the entity awarding the construction contract, must pre-qualify contractors bidding on the I-Bank financed project using the model pre-qualification questionnaire approved by the Department of Industrial Relations pursuant to AB 574 (Chapter 972 of the Statutes of 1999). The model questionnaire can be obtained from DIR's website at http://www.dir.ca.gov/prequal.htm.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the City of Ukiah amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said City. Said check shall be forfeited, or said bond shall become payable to said City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with the City and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the City for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within ONE HUNDRED (100) working days. The Contractor will pay to the City the sum of five hundred ($500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

All objections or responses filed not more than 5 days after receipt of the written protest will be presented to the City Council at its next regular meeting occurring not less than 12 calendar days following the bid opening. The City Council will resolve the bid protest at that meeting based on the written protest, any staff recommendation and all timely written objections and responses. In accordance with the Brown Act, any person may address the City Council on this item during the meeting. The City Council action on the protest shall represent a final decision by the City on the protest.

The BIDDER is advised that this is a state funded project, and as such subject to substantial special provisions and requirements. The BIDDER must ensure that all state provisions are read, understood and complied with during the duration of the project, particularly regarding DBE (see definition, below) issues and related Good Faith effort. In the case of discrepancies between City of Ukiah and federal requirements, federal shall prevail.

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Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and Contract Documents. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

Bidder Inquiries and Questions

Inquiries and questions must be submitted in writing via fax or email to the following designated contact person:

Mary Horger, Procurement Manager

Fax: (707) 313-3621

Email: mhorger@cityofukiah.com

The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located in and around North Coast Railroad Authority (NCRA) corridor between Gobbi Street and Commerce Drive.

All bids must be made on the forms of PROPOSAL provided for that purpose and each bid shall be enclosed in a sealed envelope marked:

CITY OF UKIAH
NORTHWESTERN PACIFIC RAIL TRAIL PROJECT PHASE 3
SPECIFICATION NO. 18-04

And addressed to the
City Clerk
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

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GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

1-01. Definitions. Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning given:

a. "City of Ukiah" or "City" shall mean the City of Ukiah, Mendocino County, California, acting through its City Council or any other board, body, official or officials to which or to whom the power belonging to the Council shall by virtue of any act or acts, hereafter pass or be held to appertain.

b. "Engineer" shall mean the Engineer duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.

c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him or her or them.

d. "Contractor" shall mean the party entering into contract with the City of Ukiah for the performance of work covered by this contract and his or her authorized agents or legal representatives.

e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the City or its duly authorized representatives.

f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.

g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.

h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the City, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to the City if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.

i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Engineer is intended unless stated otherwise.

As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permissive.

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefor. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the

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character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, endorsed as specified in the notice to bidders. Bidders are warned against making erasures or alterations of any kind and proposals which contain omissions, erasures, conditions, alterations, additions not called for, additional proposals or irregularities of any kind may be rejected.

1-04. Withdrawal of Bids. Any bid may be withdrawn at any time prior to the hour fixed in the notice to bidders for the openings of bids, provided that a request in writing, executed by the bidder or his or her duly authorized representative, for the withdrawal of such bid is filed with the City. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

1-05. Public Opening of Bids. Bids will be opened and read publicly at the time and place indicated in the notice to bidders. Bidders or their agents are invited to be present.

1-06. Bid Guaranty. Each bid must be accompanied by a certified check, cashier's check or bidder's bond executed by an admitted surety insurer, payable to the order of the City of Ukiah in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

1-07. Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. A statement setting forth this experience and business standing shall be submitted by each bidder on the form provided herewith. It is the intention of the City to award a contract only to a bidder who furnishes satisfactory evidence that he or she has the requisite experience and ability and that he or she has sufficient capital, facilities and equipment to enable him or her to prosecute the work successfully and promptly within the time and in the manner agreed.

In determining the degree of responsibility to be credited to a bidder, the City may weigh evidence that the bidder or his or her personnel charged with the responsibility in the work, has performed satisfactorily other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

1-08. Disqualification of Bidders. More than one bid from an individual business, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is financially interested in more than one bid for the work will cause the rejection of all bids in which he or she is so interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

1-09. Identification of Subcontractors. All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following) and shall set forth:

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(a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

(b) The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.

1-10. Disadvantaged Business Enterprise (DBE)

There is no DBE requirement for this project.

Under 49 CFR 26.13(b):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

DBE Commitment Submittal

Submit Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

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If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor

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purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

Subcontractor and Disadvantaged Business Enterprise Records (CT Stnd Spec 51.13B(1))

Use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1 Notify the Engineer of any changes to its anticipated DBE participation
2 Provide this notification before starting the affected work
3 Maintain records including:
   - Name and business address of each 1st-tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

Performance of Disadvantaged Business Enterprises (CT Stnd Spec 5-1.13B(2))

DBEs must perform work or supply materials as listed in the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form, included in the Bid.

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Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur.

Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form unless it is performed or supplied by the listed DBE or an authorized substitute.

1-11. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 11, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-06 of these Special Provisions.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Award of Contract. Award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within thirty (30) days after opening of the bids. The City reserves the right to reject any and all bids and to waive any irregularity in the proposal not pertaining to cost.

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2-02. Return of Proposal Guaranties. All bid guaranties will be held until the contract has been fully executed, after which they will be returned upon request to the respective bidders whose bids they accompany.

2-03. Execution of Contract. The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the City; one copy shall be filed with the City and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the City.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments. Neither the inspection by the Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the City or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the City, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time. The granting of any extension of time on account of delays which, in the judgement of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

3-03. Extra Work. If extra work orders are given in accordance with provisions of this contract, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

3-04. Assignment of Contract. The contract may be assigned or sublet in whole or in part only upon the written consent of the City acting through its authorized agents. Consent will not be given to any proposed assignment which would relieve the original contractor or its surety of their responsibilities under the contract nor will the Engineer consent to any assignment of a part of the work under the contract.

3-05. Subcontractors. The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract which are applicable to the work of subcontractors.

Nothing contained in this contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the City and no action may be brought by any subcontractor against the City based on this contract.

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections

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9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Liability of City Officials. No city official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

3-08. Dispute Resolution. Claims of $375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

4-02. Material and Labor Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the City in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in an amount not less than 5 percent (5%) of the final contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the City against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

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SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

(WITH CONSTRUCTION RISKS)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Course of Construction insurance covering for “all risks” of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury and property damage.

4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

6. Course of Construction policies shall contain the following provisions:

   a.) The City shall be named as loss payee.

   b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-06. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the City or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site. During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings and any such thing given to the said representatives or delivered at the Contractor's office at the site of work in his or her absence shall be deemed to have been given to the Contractor.

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

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6-05. Protection of Persons and Property. The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of City Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the City, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the City or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property. The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the City nor any of its agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits. The Contractor shall secure and pay for all permits, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License. The City of Ukiah will issue a no fee encroachment permit to the Contractor allowing him or her to perform work within City right of way or within City property after the Contract Documents have been executed and insurance certificates and endorsements have been approved by the City.

6-09. Construction Utilities. The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans. The approval by the Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the City shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Engineer.

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor’s attention is directed to Section 7-03 of these Special Provisions.

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6-14. Assistance to Engineer. At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned material or work may be removed by the City and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions. If the Contractor, in the course of the work, finds any errors or omissions in plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the plans and the physical conditions of the locality, he or she shall immediately inform the Engineer, in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. he or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the City in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Engineer and recover from the City payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Engineer.

(1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.

(2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.

(3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the City and the Engineer, then such right shall lapse until another occasion arises according to this section.

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6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.

2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, $50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.

4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.

5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

6. Travel and Subsistence Payments.

   Contractor shall make travel and subsistence payments to each workman needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

7. Apprentices.

   Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the

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Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty. All work shall be guaranteed for a period of one year from the date of acceptance by the City. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

The City is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the final contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

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SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

7-02. Inspection. The City will provide engineering personnel for the inspection of the work.

The Engineer and his or her representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

If the Special Provisions, the Engineer's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If such work is not in accordance with the contract documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys. Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

7-04. Rights-of-Way. The City will provide all necessary rights-of-way and easements in or beneath which work will be performed by the Contractor under this contract.

7-05. Retention of Imperfect Work. If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he or she shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or $5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

The order of such additions, omissions, corrections, alterations and modifications shall be in writing and signed by the Engineer and, in order, shall then be binding upon the Contractor. The Contractor shall proceed with the work as changed and the value of such change shall be determined as provided for in section 10-07 of these Special Provisions.

Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7-07. Additional Drawings by City. The drawings made a part of this contract at the time of its execution are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the contract drawings and the Contractor shall make his or her work conform to all such drawings.

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7-08. Additional and Emergency Protection. Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the Engineer, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

7-09. Suspension of Work. The City may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor so to do. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the City does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-01. General Quality. Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

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8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Engineer.

8-04. Source of Materials. Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

8-05. Storage of Materials. Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

8-06. Drawings, Samples and Tests. As soon as possible after execution of the contract, the Contractor shall submit to the Engineer, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of these Special Provisions and Drawings. If the information thus submitted indicates the equipment or materials is acceptable, the Engineer will return one copy stamped with his or her approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Engineer.

When requested by the Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by the Engineer. Samples shall be secured and tested whenever necessary to determine the quality of the material.

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SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

9-02. Time of Completion. The Contractor shall promptly begin the work under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

9-04. Unavoidable Delays. Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the City changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the City will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work.

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

9-06. Extension of Time. Should any delays occur which the Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Engineer within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the Engineer within 45 days of the occurrence unless the Engineer specifies in writing a longer period. All claims for a time extension must be approved by the Engineer and incorporated into a written change order.

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient

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temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars ($25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT

10-01. Certification by Engineer. All payments under this contract shall be made upon the presentation of certificates in writing from the Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment.

1. References to the California Department of Transportation Standard Specifications in these Special Provisions and on the Drawings are for technical information and details only and do not modify payment procedures described herein. Payment for the Work will be in accordance with this Section. Indications in the Standard Specifications of payment for any element of the Work by Owner other than as part of a Bid Item are not applicable to this Contract. Indications in the Standard Specifications of additional compensation for any element of the Work other than as described in this Section are not applicable to this Contract.

2. The Contractor shall submit a schedule of values in spreadsheet format compatible with the latest version of Microsoft Excel to the Engineer prior to the first payment and within ten (10) days after Notice to Proceed. The schedule of values, as agreed upon by the Contractor and the Engineer, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a price fairly apportioned to each item.

    (a) Determine the quantities required to complete the work shown on the Contract Drawings.

        i. The Contractor shall be responsible for the accuracy of the quantities and values used in the Schedule of Values submitted for approval.

        ii. The sum of the amounts for the units of work listed in the Schedule of Values shall be equal to the contract lump sum price bid for the work.

        iii. Overhead and profit shall be included in each individual unit listed in the Schedule of Values.

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(b) List bonds and insurance premiums, mobilization, demobilization, preliminary and detailed progress schedule preparation, erosion control measures, equipment testing, facility startup, and contract closeout separately.

i. Break down the cost for mobilization into specific line items that detail costs associated with mobilization (e.g., field offices, temporary infrastructure, temporary utilities, portable sanitary provisions, equipment mobilization).

ii. Failure to detail the costs within mobilization shall result in the line item being rejected and payment of the value of the line item being delayed until final payment.

3. The schedule of values shall, as a minimum, include the following items:

(a) Bonds & Insurance

(b) Mobilization

(c) Demobilization

(d) Progress Schedule

(e) Final Clean-up/Contract Closeout

(f) Temporary Fences

(g) Construction Area Traffic Control Devices

(h) Erosion Control

(i) Construction Surveying

(j) Demolition

i. Remove pavement striping

ii. Remove signs

iii. Remove concrete curb

iv. Remove concrete curb & gutter

v. Remove sidewalk and asphalt

vi. Remove Rail

(k) Utilities

i. Utility conflict allowance

ii. Adjust utility covers to grade

iii. Relocation of existing electrical cabinets

(l) Clearing and Grubbing

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(m) Roadway Excavation

i. General roadway excavation (not CG & S)

ii. Remove unsuitable material

(n) Aggregate Base

(o) Structural Fill

(p) Hot Mix Asphalt

i. Pavement

(q) Structures

i. Railcar flatcar pre-engineered bridge

ii. Earth retaining systems

iii. Concrete foundation

(r) Roadside Signs

(s) Storm Drain

i. Pipe

ii. Drainage swale

iii. Concrete headwall

(t) Permeable Material

(u) Minor Concrete & Associated Grading

i. Curb

ii. Curb & Gutter

iii. Sidewalk

iv. Median Island

v. Curb Ramp

vi. Curb Ramp Detectable Surface

vii. Cobble Stone Median

viii. Driveway

(v) Fences and Gates

i. Chain link fence

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(w) Traffic Striping, Markings, Raised Pavement Markers and Delineators

(x) Signals, Lighting and Electrical Systems

i. Trail Light

ii. Install Lighting Standard

4. The above is a statement of the intent of the Contract Documents to provide a moderate level of detail, acceptable to the Engineer, to allow a fair and reasonable estimate to be made of the value of work installed. The detail of the cost breakdown must be sufficient to provide timely processing of the monthly progress payment request.

5. The cost breakdown will be subject to the approval of the Engineer, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities of work. The cost breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payments. The Engineer shall be the sole judge of the adequacy of the cost breakdown.

6. The cost breakdown shall be solely used to determine progress payments. The cost breakdown shall not be considered in determining payment or credit for additional or deleted work.

7. Application for payment will not be accepted by Engineer until Contractor's Schedule of Values is accepted by Engineer.

8. The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

9. The estimate shall be signed by the Engineer and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Pubic Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.

(c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

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(d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars ($500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.

(h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

(i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

(j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

(k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.

(l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with City or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of City, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by City or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared and executed by City, the Contractor and the escrow agent, which may be City. The escrow agreement shall specify,

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among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow. City shall have no obligation to enter any such Agreement that does not provide the City with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. After the Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified in the final inspection and delivered all required documentation, Contractor may make application for final payment following the procedure for progress payments.

Such final application shall be signed by the Engineer, and after approval, the City shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments. Should any payment due the Contractor or any estimate be delayed, through fault of the City beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the City shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the pay request; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of final payment.

The date of payment of any request shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the Engineer and approved by the City increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

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When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D,"Extra Work", and Section 9-1.03,"Force Account Payment" of the Standard Specifications.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of five hundred dollars ($500.00) per day for each and every calendar day's delay beyond the time prescribed.

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Litigation and Forum Selection. Contractor and City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

The parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and

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remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract.

11-04. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

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TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work.

The work includes the design and construction of a Class I trail along the North Coast Railroad Authority (NCRA) corridor between Gobbi Street and Commerce Drive in Ukiah, CA. Where the trail intersects a road crossing, at Gobbi Street, Talmage Road, and Commerce Drive, there will be intersection improvements that include striping, signage, crosswalks, ramps, pedestrian refuge islands, sidewalks, curb & gutters.

Prior to the start of excavation work, the Contractor will be required to pothole existing utilities and other underground piping for the purpose of verifying location and depth. The limited pothole information indicated on the Plans reflects a baseline sampling of potential utility conflicts identified during the design of the project. The Contractor is responsible for potholing at these locations at a minimum, though additional utility location efforts may be required by the Contractor to positively locate all utilities impacted by the project. As a part of the Work, the Contractor will be responsible for performing all survey and construction layout work and performing testing and quality control work. The Contractor should familiarize himself with the local conditions of the project sites. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Mary Horger at (707) 463-6233.

12-02. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details (Special Provisions)
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. General locations and linear quantities of the work are shown in on the Plans. The Plans consist of thirty-two (32) sheets numbered 1 through 32 and they are hereby made a part of the Contract Documents.

12-04. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-05. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work. The Contractor shall obtain an encroachment permit from the City of Ukiah Public Works Department at no cost prior to the start of the Work. The encroachment permit will not be issued until the Contract Agreement and bonds have been executed, submitted, and accepted by the City and all insurance endorsements have been submitted to and accepted by the City's Risk Manager.

It shall be the responsibility of the Contractor to become familiarized with any requirements necessary for obtaining the Encroachment Permits.

The Contractor must, without additional expense to the City, obtain all licenses, permits and other approvals required for the performance of the Work, including NCRA encroachment permits. *Excluding the actual permit fees payable to the Railroad,* all costs for obtaining the NCRA Encroachment Permit, shall be included in the prices paid to the Contractor for various items of work and no additional compensation.

The draft conditions listed below are the anticipated conditions to be included as part of the NCRA Encroachment

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Permit to Construct within the NCRA right of way. The Contractor shall abide by and comply with all NCRA Encroachment Permit Conditions, including but not limited to the following anticipated conditions:

a. NCRA shall be given written notice two weeks before the start of any work within NCRA right of way
b. A construction work plan shall be submitted including a plan to access work within NCRA right of way
c. NCRA shall be provided detailed botanical information on all new planting within NCRA right of way for final approval
d. During construction NCRA shall be afforded the opportunity to check elevations of all drainage facilities that affect drainage within NCRA right of way.
e. NCRA shall be given the opportunity to verify construction staking and to check horizontal offsets from the centerline of track and elevations.
f. No equipment shall operate on NCRA track without a specific access plan approved by an NCRA representative.
g. No equipment shall be left parked nor material placed within 8' – 6" of the track.
h. This permit is being granted with the understanding that all construction shall be complete before regular freight service is restored. See Section 12-08 Public Convenience for additional requirements for working in NCRA right of way.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation 2015, are hereby made a part of these special provisions, and are hereinafter referred to as "Standard Specifications" and "Standard Plans." These special provisions specify the qualitative technical requirements of the project.

Whenever in the Standard Specifications and the Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation - The City Council.

Director of Public Works - The City of Ukiah Director of Public Works/City Engineer..

Engineer - The Engineer, designated by the City Council, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the City of Ukiah and approved by Caltrans to test materials and work involved in the contract.

NCRA – The North Coast Railroad Authority

The Railroad – The NCRA

NWP Co.- Northwestern Pacific Railroad Company, NCRA's Operator

State or Owner - The City of Ukiah or California Department of Transportation (Caltrans)

Other terms appearing in the Standard Specifications and the Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (City) Special Provisions

2. (City) Project Plans

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3. City Standard Plans and Details

4. Standard Plans

5. Standard Specifications

12-07. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-08. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass through the work. In addition, if the NCRA's Operator NWP Co. is conducting railway maintenance work during the duration of the contract, the contractor will be required to have "Roadway Worker Safety" training by the operator and place red cones on the center of the track 500 feet on either ends of the daily work limits.

12-09. Maintaining Traffic. Attention is directed to Section 7-1.03, "Public Convenience," 7-1.04, "Public Safety," 12-1.01, "General," and 12-3,"Temporary Traffic Control Devices," of the Standard Specifications.

The Work Area shall be open to through vehicular traffic during non-working hours.. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Access to abutting property and driveways shall be maintained during the performance of the work. The Contractor is advised that commercial and residential businesses abut the Project Area. The Contractor shall provide advance written notification of the work and of temporary closures of driveways to the abutting property owners or managers of the businesses at least 2 business days prior to the start of the Work or the temporary closure of the driveway to the respective business property. The format and content of the Notice by the Contractor shall be approved by the Engineer prior to its issuance to the public. The Contractor shall provide trench plates at driveways and left turn pockets after the trench and roadway excavation has been made at those particular locations.

Full costs for "Maintaining Traffic," including "Flagging Costs" and providing and maintaining access to abutting property, shall be considered as included in the lump sum bid items for **Construction Area Signs** and **Traffic Control System** and no additional compensation will be made.

12.10. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

The Contractor's attention is also directed to Section 13, "Water Pollution Control," of the Standard Specifications and to Section 13-3, "Storm Water Pollution Prevention Plan", of the Standard Specifications concerning the requirement for submittal to the Engineer for approval a Storm Water Pollution Prevention Plan (SWPPP) for the control of pollution to adjacent drainage courses during the construction of the project. Said SWPPP shall include the erosion control provisions required by Section 13, "Water Pollution Control", of the Construction Details.

12-11. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one (1) year from the date of final acceptance, except where longer warranties are specified herein. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

12-12. Utilities. No water, sewer or electrical services will be provided by the owner. It is the Contractor's sole responsibility to arrange such services as necessary.

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12-13. Dust Control. Dust control shall conform to the provisions of Section 18 “Dust Palliatives” of the Standard Specifications.

In accordance with the recommendations contained in the certified Project EIR, dust shall be managed all active construction areas by water at least twice daily and more often during hot or windy periods or use of a dust palliative. The active areas adjacent to businesses and residential areas shall be kept damp at all times. Hauling trucks shall be covered or at least a two-foot freeboard shall be maintained.

Unpaved access roads, parking areas for construction equipment and construction employee vehicles, staging areas, and storage areas shall be paved with hot mix asphalt or have a stabilized access in accordance with the details of TC-1, “Stabilized Construction Entrance/Exit,” of the Caltrans Construction Site Best Management Practices Manual or Standard Plan T58. Unpaved construction staging areas shall receive the application of either water twice daily or a dust palliative. All paved access roads, parking areas, staging areas, storage areas, and public roads impacted by the work of the project shall be swept daily with street sweepers equipped with water spray to remove soil materials that have been deposited on these surfaces by reason of the work.

The Contractor shall enclose, cover, or water twice daily or apply non-toxic soil stabilizers or install erosion control blankets to or on exposed stockpiles, embankment slopes, and cut slopes.

Traffic speeds on unpaved surfaces shall be limited to a maximum speed of 15 mph.

12-14. Noise Control. The Contractor’s attention is directed to the provisions of Section 14-8.02, “Noise Control", of the Standard Specifications and Section 9.08, Saturday, Sunday, Holiday, and Night Work, of these General Conditions concerning the control of noise emissions and authorized work hours and days. Between 7:00 a.m. and 7:00 p.m., noise from Contractor’s operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dB at a distance of 50 feet from the noise source.

The Contractor shall notify all residents within a 500-foot radius of the construction site about the proposed construction schedule. The notification shall be in writing and it shall be developed by the Contractor and submitted to the Engineer for approval a minimum of 5 working days prior to the proposed public notification.

The City shall provide a Noise Disturbance Coordinator who shall be responsible for acting on any local complaints concerning the construction noise being generated by reason of the work of the project. The Contractor shall conspicuously post a telephone number for the Noise Disturbance Coordinator at the construction site and he shall include it in the construction schedule notice to be provided to the residents. The Noise Disturbance Coordinator shall investigate the noise complaint allegations and shall require the Contractor to implement reasonable measures to mitigate the noise level in accordance with the requirements of these General Conditions and of the Standard Specifications.

The Contractor shall locate all stationary noise generating construction equipment such as air compressors and generators as far as practical from the nearby residences and other noise sensitive land uses. The noise source shall be acoustically shielded when practical. The Contractor shall prohibit unnecessary idling of internal combustion engines.

12-15. Watering. The application of water shall be performed in accordance with the provisions of Section 10-6, “Watering,” and Section 18, “Dust Palliatives,” of the Standard Specifications except as modified by these Special Provisions. Full compensation for applying water where called for or as directed by the Engineer and for developing the water supply shall be considered as included in the prices paid for the various contract items and no additional compensation will be made therefore. The Contractor is advised that water may be obtained from fire hydrants within the project area under permit with the City’s Public Utilities Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at Public Utilities Department-Water Division Building within the City’s Corporation Yard located at 1320 Airport Road, (707) 463-6200.

12-16. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, work schedule, and among other items, the responsibilities

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and procedures of each of the interested parties including the city, the NCRA, and its agents, to assure that the project will be completed in accordance with the contract documents.

12-17. Progress Schedule. Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.02C, "Level 2 Critical Path Method Schedule," of the Standard Specifications. Critical Path Method (CPM) schedules shall be prepared using Microsoft Project software, or an equivalent software application approved by the Engineer. After baseline schedule is accepted by the Engineer, Contractor shall update and submit CPM schedule to Engineer for review every 2 calendar weeks.

12-18. Progress Meetings. The Engineer shall schedule, arrange and conduct progress meetings. These meetings shall be conducted once per week, or as mutually agreed by Contractor and City, and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, and others, who are active in the execution of the Work. The purpose of these meetings shall be to review the Contractor's CPM schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings and record the meeting minutes.

12-19. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project. In addition, if the NCRA's Operator NWP Co. is conducting railway maintenance work during the duration of the contract, the contractor will be required to have "Roadway Worker Safety" training by the operator and place red cones on the center of the track 500 feet on either ends of the daily work limits.

12-20. Public Notification. The Contractor shall be responsible for all public notification regarding construction work, including detours, lane and street closures, hours of operations, and notification of effected commercial businesses within 1000 feet of the construction. For any business impacted by construction, the Contractor shall provide adequate sized on-site signage indicating that businesses are open during construction. The Contractor shall prepare public noticing via the newspaper, radio announcements, notification of the emergency vehicle agencies, public transit, Ukiah Unified School District, Ukiah Municipal Airport, access off Gobbi Street , Talmage Road, and Commerce Drive will be affected by potential detours and street closures, with recommended alternate routes of travel. Access will be restricted to businesses and residents only during construction closures. Location of Street Closures signage shall be positioned to give motorists the ability to use alternate routes prior to coming to a dead end road closed for construction. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval prior noticing to the public. All public noticing shall be performed a minimum of one week prior to instituting traffic control, and lane or street closures. The tentative construction schedule shall be included in the public noticing, and the use of temporary traffic signalization of intersections shall be noted. **The Contractor shall submit all public notice language to the City Engineer for approval prior to publication of notices. All road closures, detour routes, and traffic control including temporary lane closure plans shall be submitted by the Contractor to the City Engineer for approval prior to public noticing and use.**

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STANDARD PLAN LIST

The following Standard Plans are incorporated by reference:

A3A	A3B	A3C	A10A	A10B	A10C	A10D	A10E	A10F	A10G
A20A	A20B	A20C	A20D	A24A	A24B	A24C	A24D	A24E	A24F
A62A	A62D	A62F	A73A	A73B	A73C	A85	A85A	A85B	A87A
A88A	A88B	D71	D73	D77A	D97A	D97C	D97D	H51	T3A
T3B	T13	T14	T51	T52	T53	T54	T55	T56	T57
T58	T59	T61	T62	T63	T64	T65	ES-1A	ES-1B	ES-1C
ES-2B	ES-2C	ES-2D	ES-3A	ES-3C	ES-4A	ES-4B	ES-4C	ES-4D	ES-4E
ES-5A	ES-5B	ES-5C	ES-5D	ES-6A	ES-6B	ES-7A	ES-7B	ES-7D	ES-7E
ES-7M	ES-7N	ES-7Q	ES-7R	ES-8	ES-9A	ES-10	ES-11	ES-13A	ES-13B

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

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DIVISION I GENERAL PROVISIONS

1 GENERAL

Not Used

^^

2 BIDDING

Add to section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the *Information Handout*	
Available as specified in the *Standard Specifications*	
Included with the project plans	
Available for inspection at the Transportation Laboratory	
Available for inspection at the District Office Telephone no.: _____	
Available for inspection at: City of Ukiah Public Works Dept. Telephone no.: (707) 463-6755	Logs of test borings

PRELIMINARY - NOT FOR BIDDING

^^

3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.06:

The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

^^

4 SCOPE OF WORK

Replace section 4-1.03 with:

The work includes the design and construction of a Class I trail along the North Coast Railroad Authority (NCRA) corridor between Gobbi Street and Commerce Drive in Ukiah, CA. Where the trail intersects road crossings, at Gobbi Street, Talmage Road, and Commerce Drive, there will be intersection improvements that include striping, signage, crosswalks, ramps, pedestrian refuge island, sidewalks, curb & gutters. The work includes clearing and grubbing, demolition, SWPPP implementation, erosion controls and BMPs, excavation, fill, grading, compaction,

retaining wall, curb, gutter, sidewalk, pedestrian ramps, asphalt paving, striping, signing, and related improvements. The work is within the State Right-of-Way and City Right-of-Way.

^^

5 CONTROL OF WORK

Add to section 5-1.01:

Physical work on the site shall not commence until a “No Fee” encroachment permit is issued by the City of Ukiah and the encroachment permit is issued by the NCRA to the Contractor.

Add to section 5-1.20A:

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

Coincident or Adjacent Contracts

City Contract no.	County–Route–Post Mile	Location	Type of work
18-04	Clara Street Ford Avenue Brush Avenue	City of Ukiah, North Coast Railroad Authority (NCRA) corridor between Clara St. and Brush Ave.	Intersection improvements, striping, signage, crosswalks, ramps, pedestrian refuge islands, sidewalks, and curb & gutters.

PRELIMINARY - NOT FOR BIDDING

Replace section 5-1.26 with:

Construction surveying including horizontal and vertical control and construction staking shall be the responsibility of the Contractor. Vertical and horizontal control is to be established from the existing Control Points established by the City and shown on the Plans. Vertical Control Points are shown on the Plans. Construction stakes shall be reviewed and approved by the Owner’s representative and the NCRA prior to construction.

Prior to the start of excavation work, the Contractor will be required to pothole existing utilities and other underground piping for the purpose of verifying location and depth a minimum of five working days in advance of excavation. The limited utility information indicated on the Plans reflects a baseline sampling of potential utility conflicts identified during the design of the project. The Contractor is responsible for potholing at these locations at a minimum. Additional utility location efforts may be required by the Contractor to positively locate all utilities impacted by the project. As a part of the Work, the Contractor will be responsible for performing all survey and construction layout work and performing testing and quality control work.

Add to section 5-1.36A:

All temporary facilities are the responsibility of the Contractor and the removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the installation and removal of the Contractor’s temporary facilities.

The City will not arrange temporary water, sewer or electrical services for construction. It is the Contractor's sole responsibility to arrange such services as necessary with the applicable utility provider(s).

^^

6 CONTROL OF MATERIALS

Add to section 6-2.01:

6-2.01A General

The Contractor shall be responsible for controlling the quality of the materials incorporated into the work and of the work performed, and shall cooperate with the City of Ukiah for necessary sampling requested by the City for material testing per the City's Quality Assurance Program (QAP).

Contractor shall schedule all tests required by the City's QAP in time to avoid any delay to the progress of the Work. Contractor shall provide timely notice to all necessary parties as specified in the Contract Documents. Owner shall bear the initial cost of testing to be performed by independent testing consultants retained by Owner. However, Contractor shall be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs. Prior to any removal, reconstruction or rework of any work item already incorporated into the project, the Contractor shall first obtain the approval of the City of Arcata as to the Contractor's proposed methods for removal, reconstruction, or rework.

In addition, if any portion of the work, which is subject to testing, is covered or concealed by Contractor prior to testing, Contractor shall bear the cost of making that portion of the Work available for the testing required by the Contract Documents, and any associated repair or remediation costs.

All materials, equipment, and workmanship used in the Work shall be subject to inspection by Owner's Inspector at all times and locations during construction and/or fabrication. All manufacturers' application or installation instructions shall be provided to the Inspector at least ten (10) days prior to the first such application. Contractor shall, at all times, make the Work available for inspection. Any Work that fails to comply with the requirements of the Contract Documents shall be promptly repaired, replaced, or corrected by Contractor, at Contractor's sole expense. In addition, if any portion of the Work is improperly covered or concealed by the Contractor prior to inspection, Contractor shall bear the cost of making that portion of the Work available for inspection, and any associated repair or remediation costs. The Contractor shall be responsible for all material and functional testing required for all electrical, lighting and traffic signal equipment as required by the Standard Specifications.

If required off-site testing and/or inspection must be conducted at a location more than one hundred (100) miles from the Project site, Contractor shall be responsible for the additional travel costs required for testing and/or inspection at such locations. Contractor shall be solely responsible for any delay occasioned by remediation of noncompliant Work.

The frequency of sampling and testing shall be in accordance with the City's approved Quality Assurance Program (QAP), which is available for review upon request.

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6-2.01B Measurement and Payment

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

When initial tests indicate non-compliance with the Contact Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the cost thereof shall be paid by the Contactor.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace section 7-1.02K(6)(j)(iii) with:

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of existing earth material

containing lead and existing yellow thermoplastic and yellow painted traffic strip containing lead.

Submit a lead compliance plan not less than 15 days prior to the start of the removal operations.

Lead is present in earth material on the job site. The average lead concentrations are below 1,000 mg/kg total lead and below 5 mg/L soluble lead. The earth material on the job site:

1. Is not a hazardous waste

2. Does not require disposal at a permitted landfill or solid waste disposal facility

Lead is typically found within the top 2 feet of material in unpaved areas of the highway. Reuse all of the excavated material on the right-of-way. Haul and place the excavated material on the right-of-way at locations shown on the Plans.

Handle the material under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA

2. CA RWQCB, Region 1

3. CA Department of Toxic Substances Control

Residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking contains lead chromate. The average lead concentration is greater than or equal to 1000 mg/kg total lead or 5 mg/l soluble lead. When applied to the roadway, the yellow thermoplastic and yellow painted traffic stripe and pavement marking contained as much as 2.6 percent lead. Residue produced from the removal of this yellow thermoplastic and yellow painted traffic stripe and pavement marking contains heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 California Code of Regulations. For bidding purposes, assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq. Yellow thermoplastic and yellow paint may produce toxic fumes when heated.

Lead compliance plan must include the removal, containment, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The plan must include:

1. Objective of the operation.

2. Removal equipment.

3. Type of hazardous waste storage containers.

4. Container storage location and how it will be secured.

5. Hazardous waste sampling protocol and QA/QC requirements and procedures.

6. Qualifications of sampling personnel.

7. Analytical lab that will perform the analyses.

8. CA Department of Toxic Substances Control (DTSC) registration certificate and California Highway Patrol (CHP) Biennial Inspection of Terminals (BIT) Program compliance documentation of the hazardous waste hauler that will transport the hazardous waste.

9. Disposal site that will accept the yellow thermoplastic and paint hazardous waste residue.

PRELIMINARY NOT FOR BIDDING

The yellow thermoplastic and yellow painted traffic stripe and pavement marking material shall not be disposed of on site. When disposing of material:

1. Disclose the lead concentration of the material to the receiving property owner when obtaining authorization for disposal on the property

2. Obtain the receiving property owner's acknowledgment of lead concentration disclosure in the written authorization for disposal

3. You are responsible for any additional sampling and analysis required by the receiving property owner

If you choose to dispose of the yellow thermoplastic and yellow painted traffic stripe and pavement marking material at a commercial landfill:

1. Transport it to a Class III or Class II landfill appropriately permitted to receive the material

2. You are responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill

Add to section 7-1.03:

The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass through the work.

Add to section 7-1.04:

The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

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8 PROSECUTION AND PROGRESS

Add to section 8-1.02C(1):

Level 2 Critical Path Method (CPM) Progress schedule will be required for this contract and shall conform to the provisions in Section 8-1.02C, "Level 2 Critical Path Method Schedule," of the Standard Specifications. After baseline schedule is accepted by the Engineer, Contractor shall update and submit CPM schedule to Engineer for review every 2 calendar weeks. Progress schedule will be paid for as described in Section 13-04.7.

Add to section 8-1.02C(3)(a):

Critical Path Method (CPM) schedules shall be prepared using Microsoft Project software or approved equivalent.

Replace section 8-1.02E with:

The Engineer shall schedule, arrange and conduct progress meetings. These meetings shall be conducted once per week, or as mutually agreed by Contractor, City and Caltrans, and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, and others, who are active in the execution of the Work. The purpose of these meetings shall be to review the Contractor's CPM schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings and record the meeting minutes.

PRELIMINARY - NOT FOR BIDDING

Replace section 8-1.03 with:

A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, work schedule, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents. Engineer will prepare and distribute an agenda for the preconstruction conference.

Add to section 8-1.04B:

The Contractor shall obtain and pay for all permits required to complete this work except the required City of Ukiah encroachment permit for work within the City right-of-way. The Contractor shall obtain an encroachment permit from the City of Ukiah Public Works Department at no cost prior to the start of the Work. The encroachment permit will not be issued until the Contract Agreement and bonds have been executed, submitted, and accepted by the City and all insurance endorsements have been submitted to and accepted by the City's Risk Manager.

Replace "Reserved" in section 8-1.04C with:

Physical work on the site shall not commence until a "No Fee" encroachment permit is issued by the City of Ukiah to the Contractor.

The Contractor shall apply for and obtain an encroachment permit from the California Department of Transportation (Caltrans) to construct improvements within the State Right-of-Way. All costs associated with applying for, obtaining and maintaining said permit shall be borne by the Contractor.

Do not start job site activities until the Department authorizes or accepts your submittal for:

1. SWPPP
2. Traffic Control Plan
3. Lighting equipment
4. Prefabricated Rail Car Bridge
5. Retaining Wall System

Submit these items, submittals for other long lead time items, within 5 days after Notice to Proceed has been issued.

Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. *Notice of Materials To Be Used* form.
2. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
3. Written statement from the vendor that the order for electrical material has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
4. Written statement from the vendor that the order for pre-fabricated rail car bridge has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
5. Written statement from the vendor that the order for keystone walls has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

PRELIMINARY - NOT FOR BIDDING

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9 PAYMENT

Not Used.

^^

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Not Used.

^^^

11 WELDING

Welding shall conform to the provisions in Section 11, "Welding," of the Standard Specifications

^^^

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

Prior to commencing construction which will affect existing traffic, the Contractor shall submit for review by the Engineer, a Traffic Control Plan on 11" x 17" paper which contains only information specifically related to work zone traffic control, including pedestrian traffic control. The plan will show which *California* MUTCD typical application is to be used for each work operation. If the Contractor proposed to use the current edition of the MUTCD in specific work operations, they shall submit in writing for consideration which Typical Application Diagram will be used for each work operation. A Traffic Control Plan or proposal shall be submitted to the Engineer for review at least two weeks prior to implementation.

The Traffic Control Plan shall be prepared by, sealed and signed a California licensed civil or traffic engineer and contain a title block which contains the Contractor's name, address, phone number, project superintendent's name, contract name, dates and hours traffic control will be in effect, and a space for review acknowledgment.

The content of the Traffic Control Plan shall include, but is not limited to, the following:

A. Show location and limits of the work zone.
B. Give dimensions of lanes affected by traffic control that will be open to traffic.
C. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans standard.
D. Dimension location of signs and cone tapers.
E. Identify side streets and driveways affected by construction and show how they will be handled.
F. Show how pedestrian traffic will be handled through the construction site.
G. Show how public transit will be handled through the construction area.
H. Demonstrate how two-way traffic will be maintained.
I. Identify message board locations. A minimum of 2 changeable message boards and 2 arrow boards shall be required.

No work except for installation of project identification signs will be allowed to commence prior to approval of the Work Zone Traffic Control Plan.

PRELIMINARY - NOT FOR BIDDING

Add to section 12-1.02:

In the Standard Plans, Note 10 on Standard Plan T10, Note 9 on Standard Plan T10A, Note 5 on Standard Plan T11, Note 6 on Standard Plan T12, Note 5 on Standard Plan T13, and Note 4 on Standard Plan T14 are revised to read:

"All traffic cones used for night lane closures shall have reflective cone sleeves as specified in the specifications."

The second and third paragraphs of Section 12-3.02, "Traffic Cones," of the Standard Specifications are amended to read:

"The outer section of the portion above the base of the traffic cone must be translucent and fabricated of a highly pigmented, orange, PV compound. The overall height of a traffic cone must be at least 28 inches and the bottom inside diameter of the traffic cone must be at least 10.5 inches."

"During the hours of darkness, a traffic cone must have a retroreflective cone sleeve."

Reflective cone sleeves shall conform to the following:

1. Removable, flexible, retroreflective cone sleeves fabricated from 13-inch-wide retroreflective sheeting with cone the cone sleeves placed a maximum of 3 inches from the top of the cone. Do not use the sleeves during daylight hours.
2. Permanently affixed, semitransparent, retroreflective cone sleeves fabricated from 13-inch-wide, semitransparent, retroreflective sheeting with the cone sleeves placed a maximum of 3 inches from the top of the cone. You may use traffic cones with semitransparent retroreflective cone sleeves during daylight hours.
3. Permanently affixed, double-band, retroreflective cone sleeves consisting of 2 white retroreflective bands. The top band must be 6 inches wide and placed a maximum of 4 inches from the top of the cone. The lower band must be 4 inches wide placed 2 inches below the bottom of the top band. You may use traffic cones with double-band retroreflective cone sleeves during daylight hours.

The type of reflective cone sleeve used shall be at the option of the Contractor. Only one type of reflective cone sleeve shall be used on the project.

Lane closures shall conform to the provisions in the section of these construction details entitled "Traffic Control System for Lane Closure."

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

The Contractor shall notify local authorities of his intent to begin work at least 5 days before work is begun.

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper.

A minimum of one paved traffic lane, not less than 10 feet wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than 2 such lanes shall be open to public traffic.

No work that interferes with public traffic shall be performed between 7 a.m. and 9 a.m. nor between 3 p.m. and 6 p.m. except work required under said Sections 7-1.03 and 7-1.04.

PRELIMINARY - NOT FOR BIDDING

Except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays; and when construction operations are not actively in progress. On Saturdays, Sundays and designated legal holidays, one lane may be closed to public traffic for the sole purpose of maintaining the surface as required in Section 37-2.01C(6), "Finishing," of the Standard Specifications. Lane closures on Saturdays, Sundays and designated legal holidays shall be restricted to daylight hours when public traffic will be least inconvenienced and delayed, as determined by the Engineer.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Replace section 12-1.03 with:

No work shall commence until traffic control signing has been approved by the Engineer.

Exact locations of Project Identification signs and Advance Notice signs (Section 12-4 "Maintaining Traffic") shall be determined in the field by the Engineer.

Except as noted elsewhere, only one lane may be closed at a time and no lanes shall be closed at any other hours unless specifically approved by the Engineer. The Contractor shall maintain vehicle access to adjacent streets, homes, businesses and other properties at all times while work is in progress except when necessary construction precludes such access for reasonable periods of time as determined by the Engineer.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

The Contractor will be required to maintain vehicle access to homes, businesses and other properties within the block where work is in progress.

The Contractor shall maintain 2-way traffic for all work on Gobbi Street, Talmage Road, and Commerce Drive.

The Contractor shall keep the City of Ukiah Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at (707) 463-6261 daily to report any traveled way closure. This requirement applies immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane local streets.

If the Contractor has been given an approved Traffic Control Plan that includes road closures, they will be required to maintain vehicular access to homes and other properties where work is in progress within the closure area.

Existing and regulatory signs are to be temporarily relocated, as directed by the Engineer, until new traffic signals are in place and operable for two-way traffic.

Seventy-two (72) hours prior to construction, the Contractor shall place a notice on each front door, and attempt to notify each owner or tenant verbally that work will be underway within his block between stated hours, and request that cars be parked out of the roadway by 9:00 a.m. Service of notice shall not bar use of cars within the

PRELIMINARY - NOT FOR BIDDING

block; however, as individual plans change and emergencies may arise.

Cross streets will require maintenance of at least one-half (½) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 9:00 a.m. and 3:00 p.m.

Existing traffic signals shall remain in service at all times.

Barricades and flaggers shall be positioned to allow safe turns at intersections.

Replace section 12-1.04:

The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work shall be considered as included in the contract lump sum price paid for “traffic control system” and no additional allowances.

Add to section 12-3.10:

Type III Barricades shall conform to Section 12-3.10 “Barricades”, of the Standard Specifications.

Add to section 12-3.11A(1):

Construction area traffic control signs, equipment and devices shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 7-1.03 and Section 12 of the Standard Specifications, the California Manual on Uniform Traffic Control Devices, and the latest edition (MUTCD), and as directed by the Engineer.

Notify Underground Services Alert (USA) at (800) 227-2600 a minimum of 2 working days prior to installing signposts.

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from these responsibilities.

Add to section 12-3.32C:

Start displaying the message on the portable changeable message signs 15 minutes before closing the lane.

Provide four (4) portable changeable message signs.

Place the portable changeable message signs in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Shoulder closure

For 5 days, starting on the day of signal activation, place 1 portable changeable message sign in each direction of travel and display the following message: "SIGNAL AHEAD -- PREPARE TO STOP."

Add to section 12-4.02A:

The Work Area shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Access to abutting property and driveways shall be maintained during the performance of the work. The Contractor is advised that commercial businesses abut the Project Area. The Contractor shall provide advance written notification of the work and of temporary closures of driveways to the abutting owners or managers of the business at least 5 business days prior to the start of the Work or the temporary closure of the driveway to the respective business property. The format and content of the Notice by the Contractor shall be approved by the Engineer prior to its issuance to the public. The Contractor shall provide trench plates at driveways and left turn pockets after the trench and roadway excavation has been made at those particular locations.

PRELIMINARY - NOT FOR BIDDING

Full costs for "Traffic Control System," including "Flagging Costs" and providing and maintaining access to abutting property, shall be considered as included in the bid item for “Traffic Control System,” and no additional compensation will be made therefor.

Designated holidays are shown in the following table:

Designated Holidays

Holiday	Date observed
New Year's Day	January 1st
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

PRELIMINARY - NOT FOR BIDDING

If a designated holiday falls on a Sunday, the following Monday is a designated holiday. If November 11th falls on a Saturday, the preceding Friday is a designated holiday.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

For all work, if work vehicles or equipment are parked within 6 feet of a traffic lane, close the shoulder area with fluorescent orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Use a W20-1, "Road Work Ahead," W21-5b, "Right/Left Shoulder Closed Ahead," or C24(CA), "Shoulder Work Ahead," sign mounted on a crashworthy, portable sign support with flags. The sign must be 48 by 48 inches and placed as ordered by the Engineer. If a cone or delineator is displaced or overturned, immediately restore the device to its original position or location.

No work shall commence until Contractor’s Traffic Control Plan has been approved by the Engineer.

Exact locations of Project Identification signs and Advance Notice signs shall be determined in the field by the Engineer.

Except as noted elsewhere, only one lane may be closed at a time and no lanes shall be closed at any other hours unless specifically approved by the Engineer. The Contractor shall maintain vehicle access to adjacent streets, homes, businesses and other properties at all times while work is in progress except when necessary construction precludes such access for reasonable periods of time as determined by the Engineer.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 12 feet without written approval from the Engineer.

The Contractor will be required to maintain vehicle access to homes, businesses and other properties within the block where work is in progress.

The Contractor shall keep the City of Ukiah Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at (707) 463-6261 **daily** to report any traveled way closure. This requirement applies immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane local streets.

If the Contractor has been given an approved Traffic Control Plan that includes road closures, they will be required to maintain vehicular access to homes and other properties where work is in progress within the closure area.

Existing and regulatory signs are to be temporarily relocated, as directed by the Engineer, until new traffic signals are in place and operable for two-way traffic.

Seventy-two (72) hours prior to construction, the Contractor shall place a notice on each front door, and attempt to notify each owner or tenant verbally that work will be underway within his block between stated hours, and request that cars be parked out of the roadway by 9:00 a.m. Service of notice shall not bar use of cars within the block; however, as individual plans change and emergencies may arise.

Cross streets will require maintenance of at least one-half (½) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 9:00 a.m. and 3:00 p.m.

Existing traffic signals shall remain in service at all times.

Barricades and flaggers shall be positioned to allow safe turns at intersections.

Replace section 12-4.02A(3)(b) with:

Every Monday by noon, submit a closure schedule request of planned closures for the next week period. The next week period is defined as Friday midnight through the following Friday midnight.

Submit a closure schedule request not less than 25 days and not more than 125 days before the anticipated start of any activity that reduces:

1. Horizontal clearances of traveled ways, including shoulders, to 2 lanes or less due to activities such as temporary barrier placement and paving
2. Vertical clearances of traveled way, including shoulders, due to activities such as pavement overlays, overhead sign installation, falsework, or girder erection

Submit closure schedule amendments, including adding additional closures, by noon at least 3 business days before a planned closure.

Cancel closure requests using Lane Closure System (LCS) at least 48 hours before the start time of the closure.

The contractor will be notified through LCS of unauthorized closures or closures that require coordination with other parties as a condition for authorization.

The Engineer may reschedule a closure cancelled due to unsuitable weather.

If a closure is not opened to traffic by the specified time, suspend work. No further closures are allowed until the Engineer has reviewed and authorized a work plan submitted by you that ensures that future closures will be opened to traffic by the specified time. Allow 2 business days for review of your proposed work plan. The Department does not compensate you for your losses due to the suspension of work resulting from the late opening of closures.

PRELIMINARY - NOT FOR BIDDING

Notify the Engineer of delays in your activities caused by:

1. Your closure schedule request being denied although your requested closures are within the specified time frame allowed for closures. The Department does not compensate you for your losses due to amendments to the closure schedule that are not authorized.
2. Your authorized closure being denied.

If you are directed to remove a closure before the time designated in the authorized closure schedule, you will be compensated for the delay.

Replace section 12-4.02C(3)(f) with:

Lane Closure Restrictions for Designated Holidays

Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
xx	**H** xx									
	xx	**H** xx								
	xx		**H** xx	xx						
	xx			**H** xx						
				xx	**H** xx					
					xx	**H** xx				
						xx	**H** xx	xx		

Legend:

	Refer to lane requirement charts
xx	The full width of the traveled way must be open for use by traffic.
H	Designated holiday

PRELIMINARY - NOT FOR BIDDING

Add to section 12-4.02C(7):

12-4.02C(7)(a) General

Section 12-4.02C(7)(a) includes specifications for closing traffic lanes with stationary lane closures. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes signs.

Each vehicle used to place, maintain, and remove components of a traffic control system on a multilane highway must be equipped with a Type II flashing arrow sign that must be in operation whenever the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with a Type II flashing arrow sign not involved in placing, maintaining, or removing the components if operated within a stationary-type lane closure must display only the caution display mode. The sign must be controllable by the operator of the vehicle while the vehicle is in motion. If a flashing arrow sign is required for a lane closure, the flashing arrow sign must be operational before the lane closure is in place.

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

For a stationary lane closure made only for the work period, remove the components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

Add to section 12-4.04:

The Contractor is directed to Chapter 6D, Pedestrian and Worker Safety, in the *California* MUTCD, the improvement Plans, and these special provisions.

Pedestrians shall be provided with a safe, convenient and accessible path that, at a minimum, replicates the most desirable characteristics of the existing sidewalk, path or footpath.

The Contractor shall construct and maintain temporary pedestrian pathways through the work zone, where required, that shall be in compliance with the requirements of the Americans with Disabilities Act (ADA) and the MUTCD.

Pedestrian routes shall not be impacted for the purposes of any non-construction activities such as parking of vehicles or equipment, or stock piling of materials.

Pedestrians shall not be led into conflicts with work site vehicles, equipment or operations.

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13 WATER POLLUTION CONTROL

Add to section 13-1.01A:

The Contractor shall exercise precaution to limit the muddying or silting of live streams and drainage channels to the maximum extent practicable, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

Add to section 13-3.01A:

The project disturbs less than 1 acre, therefore a SWPPP is not required.

The project is risk level 2.

Discharges of stormwater from the project must comply with the permit issued by the North Coast RWQCB for *National Pollutant Discharge Elimination System (NPDES) DWQ Construction General Permit, Permit No. 2009-0009.* The North Coast RWQCB permit governs stormwater and non-stormwater discharges resulting from construction activities in the project area. The North Coast RWQCB permit may be viewed at 5550 Skylane Blvd., Suite A, Santa Rosa, CA 95403.

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14 ENVIRONMENTAL STEWARDSHIP

PRELIMINARY - NOT FOR BIDDING

Add to section 14-1.02:

When the Engineer determines that temporary fence (Type ESA) is no longer required, remove and dispose of it under Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications.

Backfill and repair ground disturbance caused by the installation and removal of temporary fence (Type ESA), including holes and depressions, under Section 5-1.36, " Property and Facility Preservation," of the Standard Specifications.

Replace section 14-2.03A with:

Section 14-2.02 applies if archaeological resources are discovered at the job site. Archaeological resources include chipped or ground stone, historic debris, building foundations and human bone. Do not disturb the resources and immediately:

1. Stop all work within 100 feet of the discovery.
2. Protect the discovery area.
3. Notify the Engineer.

The City of Ukiah will provide a qualified archaeologist to assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with the City and other appropriate agencies.

Replace section 14-4 with:

If human remains of Native American origin are discovered during project construction, it is necessary to comply with state laws relating to the disposition of Native American burials, which fall within the jurisdiction of the Native American Heritage Commission (NAHC) (PRC 5097). If any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:

1. The county coroner has been informed and has determined that no investigation of the cause of death is required; and
2. If the remains are of Native American origin, the descendants of the deceased Native Americans have made a recommendation to the landowner or the person responsible for the excavation work for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provide in the PRC 5097.98.

Or:

3. The NAHC was unable to identify a decedent, or the descendent failed to make a recommendation within 24 hours after being notified by the commission.

If human remains are discovered during any demolition/construction activities, all ground-disturbing activities within a 330 foot radius of the remains shall be halted immediately, and the Mendocino County coroner shall be notified immediately, according to Section 5097.98 of the state Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined by the County coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The City shall consult with the Most Likely Descendant, if any, identified by the NAHC regarding the treatment and disposition of the remains.

Should paleontological resources be identified at any project construction site, the Contractor shall cease operation within a 330 foot radius of the discovery and immediately notify the City. The City will provide a qualified paleontologist to provide an evaluation of the find and to prescribe mitigation measures to reduce impacts to a less-than-significant level. In considering any suggested mitigation proposed by the paleontologist, the City shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the discovery, project design, costs, land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.

PRELIMINARY, NOT FOR BIDDING

Add to section 14-6.03B:

Construction shall not cause nest abandonment of special-status species of birds or destruction of active nests of species protected by the Migratory Bird Treaty Act or Section 3503 of the California Department of Fish and Wildlife (CDFW) Code (protection of nesting passerines). The following measures shall be implemented to avoid disturbing any special status species nesting above ground. Vegetation removal conducted during the nesting period shall require a pre-construction survey for active bird nests, conducted by a qualified biologist. No known active nests shall be disturbed without a permit or other authorization from the U.S. Fish and Wildlife Service (USFWS) and the CDFW.

1. For earth-disturbing activities occurring during the breeding season (March 1 through September 1), a qualified biologist shall conduct pre-construction surveys of all potential nesting habitat for all birds within 500 feet of earth disturbing activities.

2. If active special status bird nests are found during pre-construction surveys:

   a. A 500 foot no-disturbance buffer shall be created around active raptor nests during the breeding season or until it is determined that all young have fledged.

   b. A 250 foot buffer zone will be created around the nests of other special status birds and of all other birds that are protected by CDFW Code 3503. These buffer zones are consistent with CDFW avoidance guidelines; however, they may be modified in coordination with CDFW based on existing conditions at the project site.

3. If preconstruction surveys indicated that nests are inactive or potential habitat is unoccupied during the construction season, no further mitigation is required. Shrubs and trees that have been determined to be occupied by special status birds or that are located 500 feet from active nests may be removed.

4. If vegetation removal activities are delayed or suspended for more than two weeks after the pre-construction survey, the areas shall be resurveyed.

<u>The City of Ukiah will provide a qualified biologist.</u> The Contractor shall coordinate with the City of Ukiah and the biologist and schedule all surveys sufficiently in advance so as to not cause delays in the Work. The Contractor shall anticipate and incorporate such surveys into the construction schedule.

Replace the 2nd paragraph of section 14-8.02 with:

The Contractor's attention is directed to the provisions of Section 14-8, "Noise and Vibration", of the Standard Specifications and Section 9.08, Saturday, Sunday, Holiday, and Night Work, of the General Conditions concerning the control of noise emissions and authorized work hours and days.

Do not exceed 86 dBA LMax at 50 feet from the job site activities from 7:00 p.m. to 7:00 a.m. except you may operate equipment within the project limits during these hours to:

1. Service traffic control facilities
2. Service construction equipment

The Contractor shall notify all residents within a 500-foot radius of the construction site about the proposed construction schedule. The notification shall be in writing and it shall be developed by the Contractor and submitted to the Engineer for approval a minimum of 5 working days prior to the proposed public notification.

The City shall provide a Noise Disturbance Coordinator who shall be responsible for acting on any local complaints concerning the construction noise being generated by reason of the work of the project. The Contractor shall conspicuously post a telephone number for the Noise Disturbance Coordinator at the construction site and he shall include it in the construction schedule notice to be provided to the residents. The Noise Disturbance Coordinator shall investigate the noise complaint allegations and shall require the Contractor to implement reasonable measures to mitigate the noise level in accordance with these requirements and of the Standard Specifications.

PRELIMINARY NOT FOR BIDDING

The Contractor shall locate all stationary noise generating construction equipment such as air compressors and generators as far as practical from the nearby residences and other noise sensitive land uses. The noise source shall be acoustically shielded when practical. The Contractor shall prohibit unnecessary idling of internal combustion engines.

Add to section 14-9.02:

The Contractor shall comply with the Mendocino County Air Quality Management District Rules 1-410 and 4-130.

Add to section 14-11.08E:

Dust control shall conform to the provisions of Section 14-11.08E and Section 18 of the Standard Specifications.

In accordance with the recommendations contained in the certified Project EIR, all active construction areas shall be watered at least twice daily and more often during hot or windy periods. The active areas adjacent to businesses and residential areas shall be kept damp at all times. Hauling trucks shall be covered or at least a two-foot freeboard shall be maintained.

Unpaved access roads, parking areas for construction equipment and construction employee vehicles, staging areas, and storage areas shall be paved with hot mix asphalt or have a stabilized access in accordance with the Plans and referenced details. Unpaved construction staging areas shall receive the application of either water twice daily or non-toxic soil stabilizers. All paved access roads, parking areas, staging areas, storage areas, and public roads impacted by the work of the project shall be swept daily with street sweepers equipped with water spray to remove soil materials that have been deposited on these surfaces by reason of the work.

The Contractor shall enclose, cover, or water twice daily or apply non-toxic soil stabilizers or install erosion control blankets to or on exposed stockpiles, embankment slopes, and cut slopes.

Traffic speeds on unpaved surfaces shall be limited to a maximum speed of 15 mph.

Add to section 14-11.12A:

Submit a lead compliance plan under section 7-1.02K(6)(j)(ii).

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15 EXISTING FACILITIES

Add to section 15-1.01:

Neighboring property owner located at 401 Talmage Road have been notified the property's existing fence encroaches into the NCRA right of way and is to be relocated at the owners expense. Contractor to coordinate with property owner regarding the relocation of the fence. If the existing fence has not been relocated or removed, the contactor shall notify the Engineer for further direction.

The existing asphalt pavement located at 1117 Commerce Drive encroaches into the NCRA right of way and shall be removed up to the property line.

Existing Railroad Gate, foundation and associated electrical cabinetry shall be removed and salvaged to NWP Co. Existing conduits shall be capped and abandoned. Existing concrete foundation for Railroad gate shall be demolished and disposed of outside of NCRA right of way in accordance with these special provisions.

Existing Railroad Cabinet at Gobbi Street shall be relocated to be 4 feet east of the shoulder and existing conductors and conduit extended in kind. Existing concrete foundation shall be demolished and disposed of and cabinet shall be anchored to a concrete slab of the same dimensions and thickness to the existing slab.

The Contractor shall coordinate access and construction work related to demolition, excavation, installation of curb & gutter, sidewalk and conformance paving on the property at 400 Talmage Road.

Traffic stripes and markings shall be removed by any method that does not materially damage the existing

PRELIMINARY - NOT FOR BIDDING

pavement. Residue resulting from removal operations shall be removed from pavement surfaces by sweeping or vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters drainage facilities. Traffic stripes shall be removed before any change is made in the traffic pattern.

Asphalt and concrete removal operations shall be performed without damage to any structure or facility that is to remain in place, and the Contractor shall, at his own expense, repair any such damage to the satisfaction of the Engineer.

Asphalt shall be removed along clean, straight lines and may be cut by any method which will not damage existing pavement, base or subgrade to remain in place. Edges of asphalt broken down during the making of subgrade shall be recut and removed before surfacing material or new asphalt pavement is placed, and no additional compensation will be made therefore. Sections of asphalt outside the lines and limits of removal shown on the Plans or established by the Engineer that are removed, broken or damaged by the action of the Contractor, or through his negligence or operations, shall be replaced by the Contractor at his own expense to the satisfaction of the Engineer.

The Contractor shall dispose of all Portland cement concrete and asphalt concrete generated from removal or demolition activities on the project at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantities (in tons) of the material delivered to a material recycler. All other excess materials from the project shall become the property of the Contractor and shall be disposed of offsite of railroad property by him at his expense

Existing improvements such as signs, posts and structures placed for the information, safety, direction and control of traffic, monuments, mailboxes, sprinklers, curb drains and other such obstructions which interfere with construction shall be carefully removed and replaced as shown on the Plans or as directed by the Engineer. The Contractor shall protect existing utilities during the removal of concrete, including shallow drain pipes and curb drains.

Traffic control devices and mailboxes shall remain in service at all times during construction.

All existing improvements, or portions thereof, to be replaced or to remain in place that are damaged or destroyed by the action of the Contractor, or through his negligence or operations, shall be repaired or replaced by the Contractor at his own expense to the satisfaction of the Engineer.

The Contractor shall remove other items, or portions thereof, such as pipe, fences, headers, planters, culverts, rubble, walls, walks, steps and similar facilities where shown on the Plans, or where necessary for new construction or installation indicated on the Plans, and as herein specified. Care shall be taken in the removal operations so as not to damage any structure or facility, or portion thereof, that is to remain in place, and the Contractor shall, at his own expense, repair any such damage to the satisfaction of the Engineer. Where only a portion of a wall or other facility is to be removed, the cut surface of the portion to remain in place shall be finished as necessary in a workmanlike manner satisfactory to the Engineer.

PRELIMINARY - NOT FOR BIDDING

Add to section 15-1.03

Care shall be taken to keep **frames and covers clean**. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items which are visible on the surface and will be covered by his operations. This shall be completed prior the start of operations and approved by the Engineer. Any materials that adhere to the frames and covers shall be removed.

Contractor shall exercise care during the work of lowering and raising covers to avoid any construction debris from entering into the manhole chamber. Any material which enters the manhole or connecting pipes shall be removed at the expense of the Contractor to the satisfaction of the City. In the event that a problem is reported, Contractor shall have on hand the necessary equipment and manpower, including traffic control devices and crew if deemed necessary, to open lids that are requested for review by the Engineer, at no additional cost to the City.

Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities (box and lid or frame and cover) found existing in a damaged condition, and reported to the Engineer before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

Care should be taken to prevent damage to existing water meter, meter stops, piping, and appurtenances prior to removal of the existing water meter box. Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities found existing in damaged condition, and reported to the Engineer before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

The contractor shall raise all water meter boxes in advance of concrete operations

The surface of the adjusted facilities shall be true to the new concrete surface to within one-eighth (1/8") inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall no vary to the high tolerance on one side and the low tolerance on the other (i.e. the total aggregate tolerance on both sides shall be limited to the 1/8" variation).

Prior to removal of an existing **manhole frame**, a platform to prevent debris from entering the sewer, storm drain or communication vault, shall be placed in the manhole above the top of the sewer or storm drain. The platform shall remain in place until all work on the manhole has been completed, the asphalt concrete has been placed around the manhole and all dirt and debris is removed from the platform.

Trimming of manhole cones (tapered section) will not be permitted.

All sections of the manhole grade rings shall be set in cement mortar and all joints smoothly grouted inside and out. The top of the completed manhole shall contain at least one three (3) inch grade adjustment ring. All manhole frames and covers shall be adjusted to grade after placement of the finish course of asphalt concrete.

Existing grade adjustment rings removed in the adjustment of manhole frames shall become the property of the Contractor. If undamaged and thoroughly cleaned of mortar, the grade rings may be reused in the work. If not so used, they shall be disposed of away from the work site at the expense of the Contractor.

The Contractor shall accurately locate and record the location of all manhole covers to be raised to grade. The Contractor shall furnish the Engineer a copy of said record prior to resurfacing the street. Where shown on the Plans and specified in these construction details, utility vaults, manholes and boxes will be adjusted to grade by the utility company that owns the facility. The contractor shall coordinate with utility companies in advance of scheduled work to provide adequate time for determination of work.

Add to section 15-1.03B:

Concrete sidewalk, curb ramp, medians, shoulder and curb and gutter designated on the Plans to be removed shall be removed by the Contractor. The Contractor shall dispose of all Portland cement concrete and asphalt concrete generated from removal or demolition activities on the project at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantities (in tons) of the material delivered to a material recycler. All other excess materials from the project shall become the property of the Contractor and shall be disposed of by him at his expense.

PRELIMINARY - NOT FOR BIDDING

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16 TEMPORARY FACILITIES

Add to section 16-1.01:

All temporary facilities are the responsibility of the Contractor and the removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the installation and removal of the Contractor's temporary facilities.

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DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

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Add to section 17-2.01:

Soils Testing

Soil Samples: Contractor shall provide a one-quart sample of the native or import topsoil to Soil and Plant Laboratory of Santa Clara, 408.727.0330, or approved equal, for their testing for conformance to this specification. No material shall be delivered to the site, graded on-site, or otherwise modified until the Owner's Representative approves the material. Testing costs for the initial samples and costs for any additional samples due to non-compliance shall be paid for by the Contractor.

Amendment Samples: Contractor shall provide a one-quart sample of each proposed amendment to Soil and Plant Laboratory of Santa Clara, (408) 727-0330, for their testing for conformance to this specification. No material shall be delivered to the site until the Owner's Representative approves the samples. Testing costs shall be paid for by the Contractor.

Add to section 17-2.03A:

This work shall consist of removing all objectionable material within the limits shown on the Plans and as directed by the Engineer. Clearing and grubbing shall be performed in advance of grading operations and in accordance with the requirements of these special provisions.

Special care shall be taken by the Contractor to protect adjacent property, improvements, utilities facilities, lawns, landscape features and landscape irrigation and shrubbery from damage. This also includes existing NCRA property outside of the limits of construction identified in the plans. Any such objects or improvements so damaged shall be replaced or restored in kind by the Contractor, at his own expense, to the satisfaction of the Engineer.

All existing street designation and traffic control signs and posts within the limits of work shall be carefully removed, cleaned of excess earth and debris, and delivered to the State, except those that are required for traffic control as determined by the Engineer or as shown on the Plans to be relocated.

The area to be cleared and grubbed shall be the area shown on the Plans, unless otherwise specified.

All stumps, large roots, and other objectionable materials shall be removed to a depth of 3 feet below finished grade in the area between curbs, and to a depth of 12 inches below finished grade in the area between curb and public utility easement line. The resulting spaces shall be backfilled with suitable fill material placed and compacted in accordance with the applicable provisions of Section 19-6.03 of the Standard Specifications.

Add to section 17-2.03B:

The locations of trees planned for removal are shown on the Plans.

The Engineer shall be contacted a minimum of 48-hours prior to any tree removal to perform an on-site inspection and clearance. Trees shall be removed in a manner satisfactory to the Engineer.

Tree roots that are identified on the Plans to be removed that are in conflict with new facilities shall be removed in their entirety or to provide the minimum clearances to new facilities as indicated below, regardless of root diameter. No separate compensation will be paid for removing roots identified on the Plans.

Where tree roots that are not identified on the Plans to be removed interfere with the construction or reconstruction of curb, gutter, sidewalk, pavement, utilities, other facilities, the Contractor shall excavate and expose the roots for inspection by the Engineer. Upon approval from the Engineer, the Contractor shall remove

PRELIMINARY - NOT FOR BIDDING

tree roots which are four (4) inches or less in diameter to provide a minimum clearance of six inches to any new facility. No separate compensation will be paid for removing roots not identified on the Plans.

Replace section 17-2.04:

All work under this section shall be paid for at the lump sum price bid for landscaping and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in landscaping, and related incidental work.

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18 DUST PALLIATIVE

Add to section 18-1.01A:

The application of water and the developing of a water supply shall be performed in accordance with the provisions of Section 18, "Dust Palliative," of the Standard Specifications except as modified by these special provisions.

The Contractor is advised that water may be obtained from fire hydrants within the project area under permit with the City's Public Utilities Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at Public Utilities Department-Water Division Building within the City's Corporation Yard located at 1320 Airport Road, (707) 463-6200.

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19 EARTHWORK

Add to section 19-1.03B:

Unsuitable material shall be removed and replaced in accordance with the provisions of Section 19-1.03 of the Standard Specifications and these special provisions. Material below the natural ground surface in embankment areas, and basement material below the grading plane in excavation areas that is determined by the Engineer to be unsuitable for the planned use shall be excavated and disposed of as directed or approved by the Engineer.

The removal and disposal of such unsuitable material will be paid for as "roadway or trail excavation" for the quantities involved and no additional allowance will be made therefor.

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. Such suitable material shall be placed and compacted in layers as hereinafter specified for constructing embankments. Replacement of suitable fill material will be paid for as "Class 2 aggregate base" for the quantities involved and no additional allowance will be made therefor.

Removal of existing bituminous pavement and base materials will be paid for as "remove asphalt concrete pavement and base" for the quantities involved and no additional allowance will be made therefor.

Existing utilities exposed during subgrade excavation shall be immediately brought to the attention of the Engineer and the NCRA.

Excess materials from the excavation shall become the property of the Contractor and shall be disposed of by the Contractor at the Contractor's expense.

In the event that the subgrade material is unstable and cannot be made stable by drying the top six inches as determined by the Engineer then the Contractor shall excavate an additional six inches, install subgrade enhancement fabric and install 6 inches of Class 2 Aggregate Base. The Geotechnical Engineer, or their designee, shall make the final determination for subgrade stabilization in the field during construction. Class 2 Aggregate Base shall comply with Section 26, ¾-inch maximum size.

Subgrade enhancement geotextile shall comply with Section 96-1.02O and be installed in accordance with the provisions of Section 19-10 of the Standard Specifications.

PRELIMINARY - NOT FOR BIDDING

Prior to the placement of subgrade enhancement geotextile, the Contractor shall remove all loose dirt as left from excavation activities, scarify the subgrade a minimum depth of 6 inches, and compact to 95 percent relative compaction.

Fabric shall be installed per manufacturer's recommendations and shall meet or exceed the requirements of Section 96 "Geosynthetics" of the Standard Specifications.

Add to section 19-2.01A:

Roadway excavation and Grading shall conform to the applicable provisions of Section 19 of the Standard Specifications. Roadway excavation and grading, shall include all excavation, embankment construction, miscellaneous grading and preparation, disposal of excess material, and all other work as specified herein.

Trail excavation and grading shall conform to the applicable provisions of Section 19 of the Standard Specifications. Trail excavation and grading shall include all excavation, embankment construction, miscellaneous grading and preparation, disposal of excess material, and all other work as specified herein.

Add to section 19-2.03A:

The exposed subgrade surface shall be reviewed by the Geotechnical Engineer to confirm it is ready to receive improvements. Following Geotechnical Engineer review, the existing subgrade material below the new aggregate base shall be scarified to a depth of 8 inches, moisture conditioned to within 2 percent of optimum moisture content, and compacted to a minimum of 95 percent relative compaction.

Add to section 19-3.03B:

The exposed retaining wall subgrade surface shall be reviewed by the Geotechnical Engineer to confirm it is ready to receive improvements. Following Geotechnical Engineer review, the subgrade shall be scarified to a depth of 6 inches, moisture conditioned to within 2 percent of optimum moisture content and compacted to a minimum of 95 percent relative compaction.

Add to section 19-3.03E:

Placing structure backfill shall conform to the provisions in Section 19-3.03E, "Structure Backfill," of the Standard Specifications.

Add to section 19-6.02A:

Trail embankment shall conform to Section 26 “Aggregate Base” of the Standard Specifications. Trail embankment shall consist of suitable native material meeting the requirements in Table 5.1 of the geotechnical report, and import aggregate base material as required for the construction of trail embankments.

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20 LANDSCAPE

Add to section 20-1.03D:

Organic Amendment and Fertilizer Incorporation: The following recommendation is for bidding purposes only. Refer to the horticultural soils report for actual quantities and fertilizers.

Materials and Rates: Materials determined from the soils test shall be uniformly distributed throughout all irrigated planting areas and incorporated to a homogeneously blended soil depth of six inches. Assume per 1000 square feet:

6 cubic yards Nitrogen Stabilized Organic Amendment

30 pounds Commercial Fertilizer (6-20-20)

10 pounds Iron Sulfate

Note: Iron sulfate should be applied cautiously, avoiding contact with concrete, since permanent staining may result. Any such stained concrete shall be replaced at Contractor’s expense.

PRELIMINARY - NOT FOR BIDDING

Plant Material Approvals: Before planting operations commence, all or a representative sampling of plant material shall be reviewed at the site by the Owner's Representative. Defective plants installed without such review shall be removed from the site upon request by the Owner's Representative and an acceptable plant substituted in its place.

Layout: Only those plants to be planted in any single day shall be laid out. Locations of all plants shall be reviewed prior to planting. Plants installed without this review shall be transplanted as directed by the Owner's Representative.

Protection of Plants: Contractor shall maintain all plant material in a healthy growing condition prior to and during planting operations. Contractor shall be responsible for vandalism, theft and damage to plant material until the commencement of the maintenance period.

Root Systems: Contractor shall be responsible for inspection of all root systems on plant materials. Inspection shall include, but not be limited to, checking for rootbound stock, encircling roots at the perimeter of the container, girdling roots at the top surface of the rootball, and other defective root conditions. Such inspections shall include the complete removal of soil from one percent of plant material containers, or at least one plant from each nursery and each plant type. Contractor shall cut defective or potentially defective girdling, rootbound, and encircling roots and spread the root system into the surrounding backfill. Plants with excessively defective root systems shall be rejected by the Contractor.

Pruning: Contractor shall do no pruning without the specific approval of the Owner's Representative. Plants pruned without approval shall be replaced by the Contractor, if required. Pruning includes removing deadwood, suckers, and broken or bruised branches 1 inch or larger in diameter. Prune plants under the latest edition of ANSI A300 part 1, Pruning, published by the Tree Care Industry Association. Do not use tree seal compounds to cover pruning cuts. Dispose of pruned materials.

Basins: Construct basins as necessary to water plants. Remove basins from all plants under a permanent irrigation system prior to final inspection and finish grade the planting area. Basins for plants to be hand-watered shall remain in place. Basin bottoms shall drain to berm away from plant stem.

Staking: All trees shall be staked as drawn with stakes driven securely into existing soil aligned with the trunk and perpendicular to the direction of the prevailing winds. A minimum of two figure-eight wire and rubber tree ties required per stake.

Cleanup: After completion of all operations, Contractor shall remove all trash, excess soil and other debris. All walks and pavement shall be swept and washed clean, leaving the entire area in a neat, orderly condition.

Pesticides: ***Use of pesticides or herbicides are not allowed on this project.***

Maintenance Period Time Limits: The maintenance period shall commence from the date of substantial completion of planting as defined below and extend for a 3-year period thereafter.

Maintenance Period Fertilizer Application: Fertilizer(s) shall be applied per Soil and Plant Laboratory recommendations. For bidding purposes, assume initial application to be four weeks after planting and subsequent applications to be at 45-day intervals.

Basic Requirements: All planting areas shall be kept weed-free at all times during the maintenance period. All pest and disease control shall be the Contractor's responsibility. All planting areas shall be kept at optimum moisture for plant growth. Settlement of soil and plants and soil erosion shall be repaired and areas replanted as required. Dying or deficient plants shall be replaced as soon as they become apparent.

City's Responsibility: Work installed under this contract that is damaged or stolen prior to Substantial Completion shall be repaired or replaced by the Contractor without cost to the City. After Substantial Completion and through the maintenance period, these damages and similar factors such as extensive litter, abuse and defacement shall be the City's responsibility to repair or replace and shall not be a part of this

PRELIMINARY - NOT FOR BIDDING

contract. No planting shall be guaranteed beyond the maintenance period, except as to conformance to specified species and variety, and except as to conditions specified under "Root Systems" above.

Substantial Completion: Shall be deemed as the time all major plantings, including groundcover, are installed, and when all other work is satisfactorily completed (with the exception of minor items to be completed as noted upon a checklist compiled by the Owner's Representative). Maintenance period shall not commence until work is deemed substantially complete by the Owner's Representative.

Final Review: Contractor shall request a final review of the project at least five days in advance of the proposed date. Failure to request this notice shall automatically extend the date of completion. The maintenance period will continue until project is deemed complete.

Add to section 20-3.01A(4):

Reviews: The Contractor shall specifically request the following reviews prior to progressing with the work:

1. Plant material approval
2. Plant layout
3. Finish grade
4. Substantial completion
5. Final completion
6. Submittals

Plant Material: Within 30 days after award of contract, Contractor shall submit notice to the Owner's Representative certifying the quantity and species of plant material ordered, the nursery supplying the material, any plant material unavailable at the time, and proposed plant substitutions. No plants shall be ordered or delivered prior to written acceptance by the Owner's Representative.

Water: Plants shall be hand-watered during the course of construction and maintenance period. Water shall be supplied and paid for by the Contractor.

Plant Quality: Minimum quality of all plant material shall conform to prevailing published specifications of the California Association of Nurserymen and the American Association of Nurserymen's American Standard for Nursery Stock unless otherwise indicated. Additional specifications shall be indicated on the drawings.

Quantities: The quantities shown on the plant list and in labels are for the Owner's Representative's use and are not to be construed as the complete and accurate limits of the contract. Contractor shall furnish and install all plants shown schematically on the drawings. Any unlabeled plants shall be considered as the smaller size shown for that type on the drawings.

Root Systems: All container-grown stock shall be grown in its container for at least six months prior to its planting. Contractor shall allow one percent of the quantity of plants for removal and inspection. Any plant material, within one year following the final acceptance of the project, determined by the Owner's Representative to be defective, restricted, declining or otherwise deficient due to abnormal root growth, shall be replaced by Contractor to the equal condition of adjacent plants at the time of replacement.

Trees: All trees shall have straight trunks of uniform taper, larger at the bottom. Trunks shall be free of damaged bark, with all minor abrasions and cuts showing healing tissue. Sucker basal growth and sucker lateral growth shall be removed and treated to eliminate resprouting. Normal lower side branching shall remain. Trees unable to stand upright without support shall be rejected.

Health: Foliage roots and stems of all plants shall be of vigorous health and normal habit of growth for its species. All plants shall be free of all diseases, insect stages, burns, or disfiguring characteristics.

Untrue Species: All plant material, within two years following the final acceptance of the project, determined by the Owner's Representative to be untrue to the species, clone, and/or variety specified, shall be replaced by the Contractor, to the equal condition of adjacent plants at the time of replacement.

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Add to section 20-3.02A:

The location of shrubs, trees, and other plants to be installed are shown in the project Plans.

The Contractor shall furnish, install, establish and maintain all landscaping, including but not necessarily limited to, soil preparation, installation of groundcover, shrubs, trees, and other plantings; to water, to provide pest and disease control, and related construction elements.

Add to section 20-5.03D:

Stabilized Decomposed Granite Pavement

This work consists of installing and stabilizing decomposed granite pavement in the stone boulder seating areas.

Submit the following items for approval:

1. Product Data: A copy of the manufacturer's product sheet together with instructions for installation of filter fabric and solidifying emulsion 5 days before installation.

2. Certificates of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for the following items no more than 5 days before construction:

    a. Filter fabric
    b. Solidifying emulsion

3. Samples: A five-pound sample of proposed stabilized decomposed granite pavement before delivery of materials to the site.

Add to section 20-5.03D(2):

Filter Fabric: Filter fabric must be Class A as specified in Section 96, "Geosynthetics," of the Standard Specifications.

Add to section 20-5.03D(3):

Landscape Architect will field mark extent of Stabilized Decomposed Granite Pavement on site.

Clearing

Prior to beginning stabilized decomposed granite pavement work, areas to receive the stabilized decomposed granite pavement shall be cleared in conformance with the provisions in "Clearing and Grubbing" of these special provisions.

After clearing, excavate areas to receive stabilized decomposed granite pavement. Where stabilized decomposed granite pavement is to be placed adjacent to an existing curb, trail pavement or sidewalk, excavate so that the finished stabilized decomposed granite pavement elevation adjacent to curb, trail pavement or sidewalk will maintain planned flow lines, slope gradient and contours of the project site. After excavation, grade areas to receive stabilized decomposed granite pavement to a smooth, uniform surface and compact to not less than 90 percent relative compaction.

Aggregate Base Installation

Spreading and compacting aggregate base must conform to Section 26-I.03D, "Spreading," and Section 26-I.03E, "Compacting," of the Standard Specifications.

Filter Fabric Installation

Surfaces to receive filter fabric, immediately prior to placing, shall be free of loose or extraneous material and sharp objects that may damage the filter fabric during installation.

The vertical weed/root barrier on the outside edge of the stabilized decomposed granite pavement soft surface which forms a horizontal barrier (geotextile fabric) in the base of the soft surface is a critical element

PRELIMINARY - NOT FOR BIDDING

concerning weed issues. The fabric must be placed to provide a continuous weed barrier between the stabilized decomposed granite pavement and concrete/aggregate base surfaces.

Align and place fabric in a wrinkle-free manner.

Overlap adjacent rolls of the fabric between 12 inches to 18 inches. The preceding roll shall overlap the following roll in the direction the material is being spread. Fasten fabric with staples or stakes flush with the fabric to prevent movement of fabric by placement of stabilized decomposed granite pavement.

Repair or replace fabric damaged during placement of stabilized decomposed granite pavement with sufficient fabric to comply with overlap requirements.

Damage to the fabric resulting from the Contractor's vehicles, equipment or operations shall be replaced or repaired by the Contractor at the Contractor's expense.

Notification of placement of stabilized decomposed granite pavement must be made to the City of Ukiah Parks Department (707) 463-6231 at least 72 hours ahead of installation.

After satisfactory completion of stabilized decomposed granite pavement work, not less than 60 days prior to the completion of work, the stabilized decomposed granite pavement areas shall receive a topcoat of solidifying emulsion at the rate recommended by the manufacturer.

Replace section 20-5.03D(4) with:

Stabilized decomposed granite pavement will be measured by the cubic yard as determined from actual measurements made parallel to the ground slope.

The contract unit price paid per cubic yard for stabilized decomposed granite pavement includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in stabilized decomposed granite pavement complete in place, including site preparation, weed control fabric, solidifying emulsion, and miscellaneous materials necessary to placement and compaction of the stabilized decomposed granite pavement pathway as shown on the plans, as specified in the Standard Specifications and these special provisions.

PRELIMINARY, NOT FOR BIDDING

Replace section 20-5.05 with:

20-5.05A General

The Contractor shall furnish and install all site furnishings, including but not necessarily limited to, benches and trash receptacles as shown on Drawings. Install completely, including footings, fittings and materials, as shown, and as specified.

20-5.05B References

"Standard Specifications" - Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, CALTRANS.

ACI - American Concrete Institute Manual of Concrete Practice

ASTM - American Society for Testing and Materials.

20-5.05C Submittals

Submittals shall be made in accordance with the requirements of the General Conditions and Standard Construction Specifications. Submit shop drawings where required by the technical specifications or on the drawings for:

1. Stone Boulder Seating
2. Trash/Recycling Receptacles

Shop drawings shall show dimensions, sizes, thicknesses, gauges, finishes, joining, attachments, and relationship of work to adjoining construction. Where concrete, masonry, or other materials must be set to exact locations to receive work, furnish assistance and direction necessary to permit other trades to properly locate their work. Where welded connectors, concrete or masonry inserts are required to receive work, shop drawings shall show exact locations required, and all such drawings shall be furnished to the trades responsible for installing the connectors or inserts. Catalog work sheets showing illustrated cuts of item to be furnished, scale details and dimensions may be submitted for standard manufactured items.

Drawings requiring licensed civil or structural engineers shall include registered stamp from the State of California.

Acceptance: Prior to the purchase of the items and within five days of the award of the contract, the Contractor shall supply the Owner's Representative with samples of the finishes for approval by the City. No materials for this section shall be purchased until such approval is granted.

Certification: Delivery schedules shall be verified and certified in writing to the Owner's Representative within ten days after the project commences.

Delivery, Storage and Handling: Packaging and Labeling: Furnish materials in manufacturer's unopened, original packaging, bearing original labels showing quantity, description and name of manufacturer. Verify that all materials and components are adequately padded and securely bound in such a manner that no damage occurs to the product during delivery and unloading at the site.

Storage: Damaged materials will be rejected. Remove damaged materials from the job site immediately, and pay cost of replacement. Determination of damage shall be the sole authority of the Owner.

Handling: Lift materials using lifting inserts provided by manufacturer.

Sequencing and Handling

Acceptance: Do not install site furnishings prior to acceptance by Owner's Representative of area to receive such materials.

Coordination: Coordinate with the work of other sections to insure the following sequence of construction.

Warranty: Manufacturer to warrant fabrications, mountings and fasteners to be free from defects due to materials and workmanship for a minimum of five years.

20-5.05D Materials

Stone Boulder Seating: Shall be 2'x2'x2' roughly squarish boulder. Available through DenBeste Landscape Supplies (707) 485-6232 or approved equal.

Trash/Recycling Receptacles: Shall be the Urban Recycling Receptacle, size/style: 36 gallon, side opening, with recycling attachment or approved equal. Material: stainless steel with spun aluminum top. Pattern: custom solid cylinder with vertical bars. Details: slam lock with approved key. Powder coat finish: black gloss anti-graffiti. Liner: 32-gallon galvanized steel (do NOT substitute plastic), supplied by others. Mounting: embedment mount. Available through Forms + Surfaces, contact: Matt Laurer: matt.laurer@forms-surfaces.com 971.409.0340. Install per manufacturers recommendations.

Miscellaneous Materials

Fasteners: Use fasteners of same basic metal as fastened signs, unless otherwise indicated. Do not use metals that are corrosive, non-vandal resistant or incompatible with materials joined.

PRELIMINARY - NOT FOR BIDDING

20-5.05E Construction

Performance

All finished products shall consist of marine grade components and shall be: compatible with adjacent materials (i.e. no adverse chemical or galvanic reactions), as well as corrosion and tamper resistant.

Examination

Locations: Verify that all site furnishings can be installed at locations as shown on Drawings.

Conditions: Verify that no defects or errors exist in the work of other sections which would lead to defective installation or latent defects in workmanship and function of items in this section.

Installation

Install at locations shown on drawings. Install as per manufacturer's instructions using qualified personnel and specified equipment. Furnish extra stock and spare parts to Owner. Project owner to be supplied with two sets of wrenches for any specialized hardware.

Set all site furnishings plumb as shown on details.

Protection

Wrappings: Do not remove protective wrappings from furnishings until instructed by Owner's Representative.

20-5.05F Payment

All work under this section shall be included in the lump sum price bid for site furnishings and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in site furnishings, and related incidental work.

PRELIMINARY - NOT FOR BIDDING

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21 EROSION CONTROL

Add to section 21-2.01A:

Permanent erosion control work shall consist of applying seed, jute mesh and fiber rolls as specified in this section on all ground areas where the existing vegetation has been disturbed during the performance of the work and other areas designated by the Engineer that have been cleared of vegetation by reason of the work. Permanent erosion control shall be applied as the last item of work and it shall be applied prior to October 15. If any areas designated by the Engineer to receive permanent erosion control materials are not ready or completed prior to October 15, then temporary erosion control measures as specified in Section 13 of the Standard Specifications and these special provisions shall be implement to those areas.

Add to section 21-2.02A:

All materials shall conform to Section 21-2.02, "Materials," of the Standard Specifications.

Add to section 21-2.02R:

Fasteners shall be wood stakes.

Add to section 21-2.03A:

Remove sediment deposits from inside of existing storm drains and culverts as shown on the Plans.

Add to section 21-2.03D

All work under this section shall be paid for per square foot for hydroseeding and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in hydroseeding, and related incidental work.

Add to section 21-2.03D(3)

General: Hydroseeding shall be performed during a windless period using approved equipment and materials. The Contractor shall verify that hydroseeded areas are adequately graded for seed application and free of deleterious material and weeds at the time of planting. Soil shall be left serrated or rough and broken so it can hold seed and retard run-off. **All seeding shall be completed between October 31 and December 15, the approximate beginning of the rainy season. If the project site cannot be seeded during this window, hydroseeding will need to occur the following year between October 31 and December 15 and the 3-year maintenance period for the hydroseeding will begin after that.**

Equipment: Hydraulic equipment shall be reviewed by the City's Representative prior to starting work.

Equipment: Shall have a built-in agitation system and operating capacity sufficient to agitate, suspend and homogeneously mix a slurry of water, fertilizer, fiber, seed and other additives.

Slurry distribution lines: Shall be large enough to prevent clogging and shall be equipped with a set of hydraulic spray nozzles which provide a continuous nonfluctuating discharge and uniform delivery of slurry in prescribed quantities without misses, waste or erosion.

Slurry tank: Shall have a minimum capacity of 1,000 gallons and shall be mounted on a traveling unit which may be drawn by a separate or self-propelled unit in order to properly place the slurry tank and spray nozzle for uniform distribution.

Slurry Preparation: All preparation shall occur on site and materials shall be added in such a manner that they are uniformly blended into the mixture. Slurry shall be completely homogenous before application.

Agitation: With agitation system operating at half speed, water shall be added to the tank, and good circulation established. The seed shall be added first then fiber. The mixture shall be agitated at full speed when the tank is half full.

Additives: Fiber shall not be added until the tank is at least one-third filled with water. Fertilizer and seed mix shall be added at the last practical moment. Total time from the addition of seed to seed discharge shall be less than one hour; if more than one hour, the remainder of the load shall be recharged with seed.

Application: The operator shall spray the areas with a uniform, visible coat using the green color of the wood pulp as a guide. The slurry shall be applied in a sweeping motion, so as to allow the fibers to build on each other until a good coat is achieved and the material is spread at the required rate per acre.

Application Rates: The materials shall be mixed and applied in the approximate proportions:

Materials	**Per Acre**
Fiber	1800 lbs.
Seed Mix	See MATERIALS
Organic 16 20 20 (N P K)	350 lbs. *
Organic Stabilizer	80 lbs.
Water As needed for application	

*Amount for bidding purposes only; see QUALITY CONTROL; Contractor shall fertilize per Soil and Plant Laboratory's recommendation.

Limits of Hydroseeding: The limits indicated on the drawings reflect only part of the area required to be

PRELIMINARY - NOT FOR BIDDING

hydroseeded. This area, plus all other areas graded and disturbed by the Contractor shall be hydroseeded. Any compacted or otherwise unsuitably prepared areas within these descriptions shall be scarified and rototilled to prepare the areas for seeding.

Clean-Up: Prior to completion of all operations, Contractor shall remove, wash clean, or otherwise correct any unsightly overspray, trash, excess soil, other debris, or damage. All walks and pavement shall be swept and washed clean, and cleanup operations performed in the general work area as needed to leave the entire area in neat, orderly condition.

Add to section 21-2.03E Dry Seed

Add section 21-2.03E(1) General

Reviews: The Contractor shall specifically request a review by City's Representative of finish grade to receive hydroseeding, and site inspection of seed,and fertilizer, prior to starting work. Certificates shall be submitted to City's Representative prior to review; see following.

Nomenclature: Plant botanical names conform to "Standardized Plant Names", second edition.

Certification:

Seed: Contractor shall furnish the City's Representative with seed supplier's certificate stating quantity, type composition, weight and origin for all seed within five days after award of contract.

Testing: Shall be included in Contractor's cost.

- See section Landscape Soil Preparation, for soil testing requirements.
- Location of soil samples shall be determined by City's Representative.

Schedule: seeding schedule shall be submitted to the City's Representative within fourteen (14) days of the signed contract.

Add section 21-2.03E(2)

Seed Mix: Seed shall packaged by a commercial seed supplier such as Pacific Coast Seed, Inc. 6144-A Industrial Way, Livermore, CA 94550, (925) 373-4417 (contact David Gilpin) or equal. The seed shall be tagged and labeled in accordance with California Agricultural Code and shall include the following seed proportions.

California Poppy Area:

Species	Per Acre	Minimum Purity/ % Germination
Eschscholzia californica, California Poppy	90 lbs.	95/70

Fertilizer: Fertilizer shall be as specified below and shall conform to the applicable state fertilizer laws. It shall be uniform in composition, dry and free flowing and shall be delivered to the site in original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted.

Cellulose Fiber: Fiber shall be colored with a non-toxic, water soluble green dye to provide a visual gauge for metering of material over ground surfaces.

Fiber shall be produced from natural or recycled (pulp) fiber, such as wood chips or similar wood materials or from newsprint, chipboard, corrugated cardboard or a combination of these processed materials, and shall be free of synthetic or plastic materials. Fiber shall not contain more than 7 percent ash as determined by the Technical Association of the Pulp and Paper Industry (TAPPI) Standard T-413, shall contain less than 250 parts

PRELIMINARY - NOT FOR BIDDING

per million boron, and shall be otherwise nontoxic to plant or animal life.

Fiber shall have a water holding capacity by weight of not less than 1,200 percent as determined by the procedure used in the Department's Final Report, CA-DOT-TL-2176-1-76-36, "Water-holding Capacity for Hydromulch", available at the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819.

Fiber shall be of such character that the fiber will disperse into a uniform slurry when mixed with water. Water content of the fiber before mixing into slurry shall not exceed 15 percent of the dry weight of the fiber. The percentage of water in the fiber shall be determined by California Test 226. Commercially packaged fiber shall have the moisture content of the fiber marked on the package. Fiber shall be colored to contrast with the area on which the fiber is to be applied and shall not stain concrete or painted surfaces.

A Certificate of compliance for fiber shall be furnished to the City’s Representative.

Organic Stabilizer: Stabilizer shall be a biodegradable tacifier, nontoxic to plant or animal life, such as Sentinel or M Binder.

Water: Provided by Contractor.

^^^

22 FINISHING ROADWAY

Add to section 22-1.01

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway," of the Standard Specifications.

Add to section 22-1.02

Aggregate base shall be Class 2 Aggregate Base and shall conform to the provisions and grading requirements of Section 26 of the Standard Specifications for 3/4 inch maximum sized aggregate. Aggregate base shall be placed, moisture conditioned, graded, and compacted to the grades or limits shown on the Plans.

Add to section 22-1.03

Construction of the new aggregate base shall conform to Section 26 of the Standard Specifications. Grading shall comply with the requirements of Section 19, “Earthwork,” of the Standard Specifications. During any grading operations, the Contractor is specifically directed to Subsection 5-1.36 “Property and Facility Preservation” The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

The existing subgrade material below the new aggregate base shall be ripped, scarified, moisture conditioned to optimum moisture content, and compacted to a minimum of 95 percent relative compaction.

PRELIMINARY - NOT FOR BIDDING

^^^

DIVISION IV SUBBASES AND BASES

23 GENERAL

Not Used

^^

24 STABILIZED SOILS

Not Used

^^^

25 AGGREGATE SUBBASES

Not Used

^^

26 AGGREGATE BASES

Add to section 26-1.02A:

Aggregate base shall conform to Section 26-1.02B, “Class 2 Aggregate Base,” of the standard specifications. The grading shall be to the lines, grades, and thickness where called for in the plans, these Special Provisions or as direct by the Engineer.

Add to section 26-1.02B:

Grading shall comply with the requirements of Section 19, “Earthwork,” of the Standard Specifications. During any grading operations, the Contractor is specifically directed to Section 5-1.36, “Property and Facility Preservation”. The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

During any grading operations, the Contractor is directed to Section 7, “Legal Relations and Responsibility to the Public.” The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

The existing subgrade material below the new aggregate base shall be prepared as described in Section 19 of these special provisions.

Replace section 26-1.04 with:

Measurement and payment for Class 2 Aggregate Base shall be measured and paid for by the cubic yard furnished and compacted in-place, based on the lines and grades shown on the plans. The contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing placement, compaction, and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans.

No additional allowance will be made unless the dimensions as shown on the plans are changed by the City’s Representative. Payment for aggregate base for structural asphalt paving sections and trail shoulders shall be paid for as “Class 2 Aggregate Base” and shall conform to Section 26-1.02B of the Standard Specifications and quantities shall be final pay quantities stated in the Bid Schedule.. Aggregate base used for trench backfill, base for concrete pavement and other structures will not be paid directly but will be considered paid under their respective contract items.

PRELIMINARY - NOT FOR BIDDING

^^

27 CEMENT TREATED BASES

Not Used

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28 CONCRETE BASES

Not Used

^^

29 TREATED PERMEABLE BASES

Not Used

^^

30 RECLAIMED PAVEMENT

Not Used

^^

31–35 RESERVED

Not Used

^^

DIVISION V SURFACINGS AND PAVEMENTS

36 GENERAL

Not Used

^^

37 SEAL COATS

Not Used

^^

38 RESERVED

Not Used

^^

39 ASPHALT CONCRETE

Add to section 39-1.01:

All asphalt concrete materials shall be as specified in Section 39-2, “Hot Mix Asphalt,” of the State Standard Specifications; these Special Provisions; and the plans and typical sections.

This work includes producing and placing Hot Mix Asphalt (HMA) using the STANDARD process, in accordance with Section 39-2, “Hot Mix Asphalt” of the Standard Specifications, these Special Provisions, and the plans. Work to be performed under this Section covers all labor, materials, tools, equipment, transportation and incidentals necessary to construct asphalt concrete pavements as specified on the plans.

Replace section 39-2.01B(1) with:

1/2 inch Type A HMA mix shall be used and shall not include crumb rubber unless modified by the City’s Representative.

The asphalt binder grade shall be PG 64-16 conforming to Section 92, “Asphalt Binders,” of the State Standard Specifications.

Tack coat shall be emulsified asphalt Grade RS-1, SS-1, or SS-1h and shall conform to Section 94, “Asphaltic Emulsions”, of the State Standard Specifications.

Contractor Quality Control Testing will be in accordance with the City’s Quality Assurance Plan and these Special Provisions.

Each delivery ticket shall include information on the material type, binder type, oil content, and the mix design number. Material delivered to the project without such annotations shall be subject to rejection.

Add to section 39-2.01C(1) with:

Spread and compact HMA in accordance to Section 39-2, “Hot Mix Asphalt” of the Standard Specifications and these Special Provisions, to the thickness specified on the plans.

PRELIMINARY - NOT FOR BIDDING

HMA pavement shall be installed to maintain or provide positive drainage. The ponding of water in excess of 1/8" will not be allowed. HMA pavement placed that results in the ponding of water in excess of 1/8" shall be removed and replaced at Contractors expense. At City's request, Contractor shall provide and apply sufficient water to pavement to determine whether pavement provides adequate surface drainage.

Provide tack coat to all vertical surfaces (curbs, gutters, construction joints existing pavements, etc.) against which new HMA paving is placed. Failure to provide tack coat as required may result in a reduction of payment made for HMA.

Replace section 39-2.01D with:

HMA for roadway and trail pavements will be measured by the mass (TON) as determined from certified weigh tickets delivered to and signed by the City's Representative on site. HMA for driveway transitions will be measured and paid on the square foot basis. HMA will be paid for at the contract price for HMA furnished and placed per the lines and grades shown on the plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing HMA, complete in place, and placement of temporary raised pavement markers, as shown on the plans and as specified in the State Standard Specifications and these special provisions, and as directed by the City's Representative and no additional compensation will be allowed therefor. Payment for HMA shall be paid for under the respective payment items for "Hot Mix Asphalt".

No payment will be made for the correction of deficiencies in construction. No payment will be made for over-run quantities unless pre-approved by Owner's Representative. The collection and signing of weight tickets shall not either constitute or construe acceptance or approval of over-run quantities.

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40 CONCRETE PAVEMENT

Not Used

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41 CONCRETE PAVEMENT REPAIR

Not Used

^^

42 GROOVE AND GRIND CONCRETE

Not Used

^^

43–44 RESERVED

Not Used

PRELIMINARY - NOT FOR BIDDING

^^

DIVISION VI STRUCTURES

45 GENERAL

Not Used

^^

46 GROUND ANCHORS AND SOIL NAILS

Not Used

^^

47 EARTH RETAINING SYSTEMS

Add to Section 47-2.01C:

Retaining System shall be Lock + Load Retaining Wall System, or approved equal.

47-2.01C Shop Drawings
Submit shop drawings for the facing panel layout for final authorization. Include the following:

1. All information required for construction of the system at each location.
2. Existing ground line at the wall face.
3. Proposed grade line at the wall face.
4. Fence and light pole embedment details.
5. Leveling course material.
6. Reinforcement material.
7. Backfill material.
8. Design parameters, material notes, and wall construction procedures.

Verify existing ground elevations before submitting drawings.

Shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

Allow 30 days for the City Engineer's review.

^^

48 TEMPORARY STRUCTURES

Not Used

^^

49 PILING

Not Used

^^

50 PRESTRESSING CONCRETE

Not Used

^^

51 CONCRETE STRUCTURES

Add to section 51-1.01:

General
Concrete Structures shall conform to the provisions of Section 51 "Concrete Structures", Section 52 "Reinforcement", Section 90 "Concrete", all of the Standard Specifications, applicable portions of the most recent version of the City of Eureka Standard Plans & Specifications and these Special Provisions.

Replace section 51-1.01C(1) with:

Submittals shall include the following:

A. Shop Drawings: Indicate pertinent dimensioning, location of construction joints, and pouring sequence. Indicate reinforcement sizes, spacing, locations, and quantities, bending and cutting schedules.
B. Design Data: Submit mix designs per Section 90-1.01C.
C. Product Data: Indicate admixtures, anchors, grout, and epoxy grout.
D. Deck placement plan for concrete bridge deck.

PRELIMINARY - NOT FOR BIDDING

Add to section 51-1.02B:

Concrete Foundations:

A. Concrete shall have a 28-day compressive strength of 4,000 psi and shall be per Section 90.
B. Portland cement shall be type V.
C. Reinforcement shall be conform to ASTM A 615/A 615M, Grade 60, per Section 52.
D. Welded wire shall conform to ASTM A1064 / A1064 M, per Section 52.
E. Structure Backfill material shall conform to the provisions in section 19-3.02B "Structure Backfill" of the Standard Specifications and shall be placed behind the wingwalls and footings as shown on the plans.

^^

52 REINFORCEMENT

Add to section 52-1.01A:

This work includes furnishing and placing reinforcement for street light pole standard foundations, bridge footings, and other miscellaneous concrete structures.

^^

53 SHOTCRETE

Not Used

^^

54 WATERPROOFING

Not Used

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55 STEEL STRUCTURES

Add section 55-11

Pre-Engineered Flatbed Railcar Bridge

55-11.01

55-11.01A General

This work consists of designing, furnishing, fabricating, and constructing prefabricated railroad flatcar bridge, including all required materials, hardware, sills, foundations, decking, handrails, guardrails, excavation, backfill, and approach fills as shown on the plans. Work includes all other incidental work necessary to complete the bridge installation. These specifications are for a fully engineered clear span bridge and shall be regarded as minimum standards for design and construction.

A. Design: All engineering design and related detailing of the bridge shall be provided by the supplier. The bridge design engineer shall be an experienced engineer who is licensed in the State of California.

B. Qualified Suppliers: The bridge manufacturer shall have been in the business of design and fabrication of bridges for a minimum of five years and provide a list of five successful bridge projects, of similar construction, each of which has been in service at least three years. List the location, bridge size, owner and contact reference for the bridge.

C. Applicable Codes and Standards: Governing Codes and Standards: Bridge shall be designed in compliance with the LRFD Guide Specifications for Design of Pedestrian Bridges, latest edition, by AASHTO. Calculations shall be in accordance with this document, and formulas shall reference the appropriate sections.

D. Other Reference Codes and Standards for Steel Bridge:
   - AISC, Steel Construction Manual, Thirteenth Edition.

PRELIMINARY - NOT FOR BIDDING

- American Welding Society, Structural Welding Code, D1.1, Latest Edition.

E. System Type:
   - Repurposed railroad flatcar.

55-11.01B Submittals

A. Fabrication drawings shall be prepared and submitted to the Owner for their review. Submittal drawings shall be unique drawings, prepared to illustrate the specific portion of the bridge being fabricated. All relative design information such as member size, ASTM material specification, dimension necessary to fabricate and required welding shall be clearly shown on the drawings. Drawings shall have cross referenced details and sheet numbers. All drawings shall be stamped, signed and dated by the Fabricator's Design Engineer who is licensed in accordance with Section 26.1B.

   At minimum the following criteria must be included for approval:

   - All Relevant Bridge Dimensions
   - Bridge Cross sections
   - Sufficient Detailing
   - Member Cross sections
   - General Notes indicating material specifications
   - Weld Details
   - Detail of Bolted Splices (if applicable)
   - Signature and Seal of PE licensed in accordance with this specification
   - Camber Details

B. Structural calculations for the design of the bridge superstructure shall be prepared and submitted to the Owner for their review. All analysis and results necessary to determine the structural adequacy of the bridge shall be shown. All calculations shall be stamped, signed and dated by the Fabricator's Design Engineer who is licensed in accordance with Section 26.1B.

   At minimum the following criteria must be included for approval:

   - Bridge Reactions for all load combinations (I-V) as outlined in section 4
   - Expansion and Contraction Requirements and/or induced loads
   - Critical weld analysis results
   - Bolted Splice Calculations (if applicable)
   - Detailed Description of Applied Loads and Conditions for all load combinations
   - Member maximum allowables for all load and design conditions
   - FEA boundary conditions
   - FEA Data Input
   - FEA results and supplementary calculations for all Stress & Deflection Analyses
   - FEA results for frame stability analysis
   - FEA results for frequency analysis

C. One copy of welder certifications and one copy of welding procedures used.

D. Warranty: The bridge manufacturer shall warrant the structural integrity of all materials, design and workmanship for 15 years. This warranty shall not cover defects in the bridge caused by foundation failures, abuse, misuse, overloading, accident, faulty construction or alteration, or other cause not the result of defective materials or workmanship. This warranty shall be limited to the repair or replacement of structural defects, and shall not include liability for consequential or incidental damages.

55-11.01C Quality Assurance

PRELIMINARY - NOT FOR BIDDING

Quality assurance shall conform to the provisions of Section 55-1.01D Quality Assurance.

55-11.02 Materials

A. Pre-Engineer bridge shall be a repurposed flatbed railcar modified to meet the standard specifications and design criteria.

B. Bridge Decking shall be reinforced concrete per section 51.

C. Bearing Pads:

Spans 80 foot and less may have simple steel bearing and setting plates as designed by the bridge manufacturer with the sizes and thicknesses to be the responsibility of the bridge manufacturer.

Pads shall be designed for the temperature differences specified and for the actual rotations occurring at the bearing due to dead and pedestrian live loads.

D. Anchor Rods

Anchor Rod(s) shall be designed at the fixed and expansion end of the bridge for the forces present at that point. Anchor rods conforming to ASTM F1554 Grade 36, 55 or 105 shall be used. J shaped or hooked rods shall not be used if uplift is present under 0.9DL plus any uplift forces. The design shall consider longitudinal, transverse and uplift forces present under the standard AASHTO load cases. If epoxy rods are used the foundation design engineer shall be given the design loads and is responsible for the embedment design and details.

55-11.03 Construction

A. General Features of Design

Span: Bridge span shall be as shown on plans.

Width: Interior clear width of the bridge shall be 10 ft measured from innermost point of rail to innermost point of rail.

System: Bridge shall be fabricated and delivered as continuous and pre-assembled structure.

Bridge shall be designed utilizing a flatbed rail car.

Slope: Bridge shall be designed for abutments and/or piers as indicated on the plans.

Safety & Hand Rails: Bridge shall incorporate a Combination Rail system consisting of vertical pickets, a graspable top rail, and curb bottom rail.

- Top of top rail shall not be less than 54” above the finished deck.
- Clear opening between pickets shall reject the passage of a 4” diameter sphere up to the height specified in this document.
- Clear opening between bottom rail and finished deck shall reject the passage of a 2” diameter sphere.
- Graspable portion of top rail shall be round with a 1 ¼” to 2” OD or equivalent gripping surface.
- Ends of handrails shall be returned smoothly to floor or posts.
- A 1.5” clear distance between wall and top rail must be maintained.
- All geometry is to be smooth with no sharp corners

B. Engineering

PRELIMINARY - NOT FOR BIDDING

Dead Load: The bridge shall be designed considering its own dead load including structure and originally designed decking only. No additional loads shall be considered.

Pedestrian Live Load: Main supporting members, including trusses, primary beams, and arches shall be designed for a uniformly distributed load of 90 pounds per square foot.

Vehicle Load: H20

Wind Loads: Shall be per the LRFD Guide Specifications for Design of Pedestrian Bridges, latest edition, by AASHTO.

Deflection: The vertical deflection of the main truss due to any load combination shall not exceed L/800, where L is the length of the unsupported span.

The horizontal deflection of the structure due to any load combination shall not exceed L/500, where L is the length of the unsupported span.

Vibration: The fundamental frequency of the unloaded pedestrian bridge shall be no less than 3.0 Hz to avoid the first harmonic.

Analysis: Full structural analyses for the primary bridge structure shall be completed using a 3-D finite element analysis. All member end conditions are to be considered fixed. Other analysis methods may be used for secondary members. All analysis and results necessary to determine the structural adequacy of the bridge shall be reported.

C. Fabrication

Welding: All aluminum members shall be welded using 5356 aluminum filler wire in accordance with AWS D1.2

Expansion Slots: Slots shall be cut into bridge bearing area to allow for proper expansion and contraction of the bridge.

All welded connections shall be designed for the loads present at the connections. Main member truss splices shall be designed as bolted. Main member connections shall use ASTM A325 bolts to match the material properties of the truss members and shall be designed as slip critical connections. Field installed bolts shall be fully tightened to AASHTO pretensions specified. Flaying surfaces shall not be painted and shall have a Class A contact surfaces. Splice plates, bolt heads, and nuts shall be touch up painted by the erector. Diagonal, vertical and other braces may be spliced with splice plates or through bolts at the option of the fabricator's engineer.

D. Delivery and Erection

Pre-Engineered Bridge shall not be set on the footing or pile cap until it has been verified that the concrete has reached 2000 psi by test cylinder.

Delivery shall be made via truck to a location nearest the site which is accessible to normal overthe-road equipment. All trucks delivering bridge materials will need to be unloaded at the time of arrival. If the erection Contractor needs special delivery or delivery is restricted he shall notify the fabricator prior to bid date.

The fabricator will provide a written procedure for lifting and splicing the bridge. All methods, equipment and sequence of erection are the responsibility of others.

E. Welding

PRELIMINARY NOT FOR BIDDING

Welding procedures and weld qualification test procedures shall conform to the provisions of AWS D1.1, “Structural Welding Code,” latest edition. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification, and shall match the corrosion properties of the base metal.

Welders shall be qualified for each process and position used while fabricating the bridge.

Qualification tests shall be in accordance with AWS D1.1. All weld qualifications and records shall be kept in accordance with the Fabricator’s Quality Assurance Manual which has been approved by AISC.

All welds shall be inspected visually for conformance to size, under cut, profile and finish. Welded splices in main truss members shall be magnetic particle tested in accordance with QC Manual procedures.

55-11.04 PAYMENT

Measurement and payment for the Pre-Engineered bridge shall be measured and paid for on a per unit basis as described in this section.

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56 OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES

Not Used

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57 WOOD AND PLASTIC LUMBER STRUCTURES

Not Used

^^

58 SOUND WALLS

Not Used

^^

59 STRUCTURAL STEEL COATINGS

Not Used

^^

60 EXISTING STRUCTURES

Not Used

PRELIMINARY - NOT FOR BIDDING

^^

DIVISION VII DRAINAGE

61 GENERAL

Not Used

^^

62-63 RESERVED

Not Used

^^

64 PLASTIC PIPE

Add to section 64-2.02C:

Plastic storm drain pipe shall be Type S corrugated high density polyethylene (HDPE).

Add to section 64-2.03A:

Prior to the start of excavation the Contractor shall pothole to determine the exact horizontal and vertical location of all crossing utilities. Potholing shall consist of excavating with hand tools to whatever depth necessary in the proposed trench line for a distance of up to two feet on either side of all apparent utility crossings as indicated by the Plans and by the USA mark-outs until the exact location of all utilities is established. If a marked utility cannot be located within four feet on either side of the USA mark-out, the Contractor shall immediately contact Underground Service Alert to re-mark the utility and notify the Engineer.

^^

65 CONCRETE PIPE

Not Used

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66 CORRUGATED METAL PIPE

Corrugated metal pipe shall meet the requirements of this section.

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67 STRUCTURAL PLATE CULVERTS

Not Used

^^

68 SUBSURFACE DRAINS

Add to section 68-2.02F(2):

Permeable material for retaining wall drains shall be Class 2.

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69 OVERSIDE DRAINS

Not Used

^^

70 MISCELLANEOUS DRAINAGE FACILITIES

Not Used

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71 EXISTING DRAINAGE FACILITIES

Add to section 71-5.03B:

The concrete around all adjusted frames, covers, grates and manholes shall be left one and one-half (1-1/2”) inches lower than the adjacent pavement. The concrete surface shall be tack coated with 0.10 gallons per square yard and paved with ½ inch Type A HMA. Immediately after placement, the surface shall be sand sealed.

The surface adjusted facilities shall be true to the new pavement surface to within one-eighth inch (1/8”) deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary by the high tolerance on one side and the low tolerance on the other (i.e. the total aggregated tolerance on both sides shall be limited to the 1/8” inch variation). This variation shall apply to the adjacent patch

PRELIMINARY - NOT FOR BIDDING

paving around the facility as well such that neither the paving nor the facility vary by more than the stated tolerance.

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DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

Not Used

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73 CONCRETE CURBS AND SIDEWALKS

Replace section 73-1.02B with:

Pedestrian curb ramp detectable warning surface shall consist of raised truncated domes constructed with pedestrian ramps in conformance with the details shown on the Plans and described in these special provisions.

The detectable warning surface shall be Vitrified Polymer Composite (VPC) Cast In Place Detectable/Tactile Warning Surface Tiles, and shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. Detectable warning surface shall be Armor-Tile cast-in-place detectable warning surface or approved equal.

Submit manufacturer's literature describing products, specifications, installation procedures and routine maintenance. Install in strict accordance with manufacturer's written installation procedures.

The color of the detectable warning shall be yellow conforming to Federal Standard 595B, Color No. 33538.

The finish surface of the detectable warning surface shall be free from blemishes. No cutting of the tiles will be allowed. Installation will be per manufacturer's instructions or as directed by the Engineer.

The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is a defect in the dome shape, color, fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon final acceptance of the project.

Add before the 1st paragraph in section 73-3.03:

Before placing concrete, verify that forms and site constraints allow the required dimensioning and slopes shown. Immediately notify the Engineer if you encounter site conditions that will not accommodate the design details. Modifications ordered by the Engineer are change order work.

Add after the last paragraph in section 73-4-02:

Welded wire fabric, of a size and type appropriate for use, shall be placed in conformance to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Curing compound shall be used in conformance to the provisions in Section 90-1.03B(3), "Curing Compound Method," of the Standard Specifications.

^^

74 PUMPING EQUIPMENT AND CONTROLS

Not Used

^^

75 MISCELLANEOUS METAL

PRELIMINARY - NOT FOR BIDDING

Not Used

^^

76 WELLS

Not Used

^^

77 LOCAL INFRASTRUCTURE

Not Used

^^

78 INCIDENTAL CONSTRUCTION

Not Used

^^

79 RESERVED

Not Used

^^

80 FENCES

Add to section 80-3.01:

Chain link fences shall conform to the provisions in Section 80-3, "Chain Link Fences," of the Standard Specification.

^^

DIVISION IX TRAFFIC CONTROL FACILITIES

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

Not Used

^^

82 SIGNS AND MARKERS

Add to section 82-3.01:

This work includes furnishing and installing roadside signs in conformance with Section 82-3 “Roadside Signs” of the Standard Specifications, these construction details, and as shown on the drawings

Add to section 82-9.03A:

In paved areas, the metal post shall be removed, the foundation removed to 4 inches below grade, and the surface repaired. In unpaved areas, metal posts and foundations shall be removed in their entirety and the hole backfilled where the post and foundation has been removed. Relocate roadside signs to locations shown on the Plans.

^^

83 RAILINGS AND BARRIERS

Add to section 83-2.08B:

Submit shop drawings of tubular handrails and handrail anchoring, including details of fabrication, welds and bolting for the prefabricated railcar bridge.

PRELIMINARY - NOT FOR BIDDING

^^

84 MARKINGS

Add to section 84-2.01A:

All pavement legends and traffic striping shall be applied in thermoplastic, unless otherwise noted.

Add to section 84-2.02B:

Thermoplastic material shall be TMT-Pathway "Duraline" hydrocarbon thin mil sprayable thermoplastic traffic marking material (1031TW and 1032TY meets State of California PTH392B), or approved equivalent. Placement shall be performed as directed by the manufacturer and at locations shown on the Plans.

Legends and arrows shall be pre-formed, thermoplastic pavement markings and shall be Premark 20/20 Flex Plus, or approved equivalent. Placement shall be performed as directed by the manufacturer and at locations shown on the Plans.

Add to section 84-2.03A:

The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed fifty square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the Plans. This shall occur no later than two hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than twelve (12') feet apart on curves nor more than twenty-four (24') feet apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure two (2") inches tall by three and one-half (3-1/2") inches wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the Engineer. The Engineer shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Engineer. The Contractor shall allow a minimum of three (3) working days for review of the layout by the Engineer.

Permanent traffic striping and markings including legends and arrows shall be placed within twenty-one (21) days after paving or surfacing, unless otherwise directed by the Engineer.

Temporary yellow marking tape denoting crosswalks shall be placed the same day that the pavement surfacing is placed.

Failure to comply with these requirements shall result in a liquidated damage of $150 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and markings.

Add to section 84-2.03B:

In areas adjacent to the reconstructed surfacing where existing striping must be changed to conform to a revised striping pattern, conflicting striping shall be removed by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer. Removal of existing striping and markings shall not materially damage the underlying pavement.

PRELIMINARY - NOT FOR BIDDING

Existing striping and markings shall be protected from damage in accordance with Section 84-1.03B of the Standard Specifications. The Contractor shall replace all striping which has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street even in the event that the Contractor's work may not extend that far. Both lines of each crosswalk shall be completely repainted even if only a portion of a line has been obliterated.

When the Contractor's work removes or reduces the visual appearance of a lane or center line, the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

Add to section 84-2.03C(2)(a):

No primer or thermoplastic shall be installed within forty-eight (48) hours from the last measurable rain report as provided by the Engineer.

Replace the 2nd paragraph in section 84-2.03C(2)(b) with:

Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.34 lb/ft of 4-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.100 inch thick.

Replace the 2nd and 3rd paragraphs in section 84-2.03C(2)(c) with:

Apply sprayable thermoplastic at a rate of at least 0.34 lb/ft of 4-inch wide solid stripe.

The applied sprayable thermoplastic material must be at least 0.100 inch thick.

^^

85 RESERVED

Not Used

^^

DIVISION X ELECTRICAL WORK

86 GENERAL

Add to section 86-1.02B:

The conduit in a foundation and between a foundation and the nearest pull box shall be Type 1.

All primary electrical conduit shall be Type 3 for all conduit and fittings. All elbows and sweeps shall be a minimum 36" radius. Long Line Couplings shall be used. Flex adapters or PVC Flexible Couplings shall not be used.

All street light conduit shall be Type 3 for all conduit and fittings. All elbows and sweeps shall be minimum 24" radius. Existing street light conduit may require splice with Type 3 conduit, with elbows and sweeps to be a minimum 24" radius.

Add to section 86-1.02C:

All existing pull boxes to receive new conductors and/or conduits shall be cleaned out, all existing grout removed, and the bottoms re-grouted with a drain hole or the boxes replaced to meet current State Standards.

All street light pull boxes / junction boxes shall be No. 5 (17"x30"x18") with penta head coil nuts and bolts. All street light pull box / junction box covers shall be labeled "Electric."

Pull boxes (including box, lid, custom bolts, bolt key and collar) shall be as specified on the plans and shall

PRELIMINARY - NOT FOR BIDDING

conform to the provisions in Section 86-1.02C, “Pull Boxes”, of the Standard Specifications and these construction details. Pull box covers shall be marked as “Service”.

Add to section 86-1.02J:

Contractor’s attention is directed to Section 86, “Signals, Lighting, and Electrical Systems,” of the Standard Specifications. All lighting standard materials and installation, including but not limited to, lighting standard and foundation shall conform to the applicable portions of this Section.

Lighting Standard.

Street light standards shall be non-tapered seemless alloy aluminum and meeting the following requirements:

A. Manufacturer and Model #: Valmont Industries Model #100040404S4 with P2 Fixture Mounting (Tenon Top / Mounting) or approved equal.
B. Finish: Black
C. Pole: 10’ tall, 4” outer diameter, bolt circle 7.5”
D. Anchor Base Cover: Valmont Industries Nut Cover (Standard) or approved equal, 356 Alloy Aluminum and heat-treated to T6 Temper
E. Anchor Bolts: Galvanized meeting ASTM F1554 Grade 55, Dia = 0.75”, Length = 17.0”, Hook = 3.0”
F. Foundation: Concrete Per Plans

Add to section 86-1.02K(1) with:

Luminaires shall be Solar Powered LED pedestrian level lighting meeting the following requirements:

A. Manufacturer and Model #: First Light Technologies Series IPL Solar Integrated LED Pathway Light or approved equal.
B. Height
C. Finish: Black
D. Distribution: Type 2
E. LED Color: 4300K
F. Lighting Profile: On at Dusk, Off at Dawn
G. Options: Security Fasteners

^^

87 ELECTRICAL SYSTEMS

Add to section 87-1.03B:

Conduit runs shown on the Plans to be located behind curbs may be installed in the street, within 3 feet of and parallel to the face of the curb, by the trenching in pavement method described in Section 86-2.05C of the Standard Specifications. All pull boxes shall be located behind the curb or at the locations shown on the Plans.

After conductors have been installed, the ends of conduits terminating in pull boxes and in service and controller cabinets shall be sealed with an approved type of sealing compound.

At locations where conduit is required to be installed under pavement and existing underground facilities require special precautions, conduit shall be placed by the "Trenching in Pavement Method."

At other locations where conduit is required to be installed in the traveled way and if delay to any vehicle will not exceed 5 minutes, conduit may be installed by the "Trenching in Pavement Method" as described below:

When the Trenching in Pavement Method is used, the existing asphalt concrete shall be cut with a power driven saw or ground to a depth of not less than 1/15 foot, a minimum of 6 inches beyond either side of the trench, in order to provide a neat and true edge with no shatter outside the removal area. If the trench is within 3 feet of a gutter edge, only one saw cut will be required (on the side of the trench opposite of the gutter) and the asphalt

PRELIMINARY - NOT FOR BIDDING

surfacing shall be replaced all the way to the gutter edge. A tack coat shall be applied to the vertical edges just prior to place the asphalt concrete used to cap the trench.

Damage to pavement that is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense.

If the Contractor elects to use Directional Boring, the conduit shall be installed between a minimum depth of 24" and a maximum depth of 60" unless directed otherwise by the Engineer.

Add to section 87-1.03E:

No native material shall be used as trench backfill within paved areas.

All trench spoils shall be removed from the work area by the Contractor as they are generated at the Contractor's expense. Material resulting from trench excavation shall be disposed of in conformance with the provisions in Section 87-1.03E "Excavating and Backfilling for Electrical Systems," In addition, all excess trench excavation spoils shall be removed from NCRA property as they are generated and shall become the property of the Contractor and shall be disposed of by the Contractor at the Contractor's expense.

Where conduit containing conductors of 100 volts or less is installed parallel and adjacent to the existing gutter lip, the trench shall be approximately 2 inches wider than the outside diameter of the conduit and shall not exceed 6 inches in width. Trench depth shall not exceed conduit trade-diameter plus 10 inches, except that at pull boxes the trench may be hand dug to required depth. The conduit shall be placed in the bottom of the trench with the top of the conduit a minimum of 9 inches below finish grade.

When conduit containing conductors of 100 volts or less is not installed adjacent to the lip of gutter it shall be installed with a minimum of 24 inches of cover.

All conduit containing conductors of more than 100 volts shall be installed with a minimum of 24 inches of cover.

Where existing facilities prevent installing conduit with 24 inches of cover, the Contractor shall depress the new conduit under the existing facilities without exception.

The Contractor shall pot-hole and record the depth of all existing utilities which are within the area to be trenched or excavated.

Where excavation occurs within the drip line of any street tree the contractor shall hand dig to protect tree roots as directed by the Engineer. Root pruning shall be done only when directed by the Engineer and shall be accomplished by use of sharp tools appropriate for the size of root to be cut. Each cut shall be clean with no torn bark or splintered wood remaining on the root. At no time shall roots be pulled on by excavating equipment.

PRELIMINARY - NOT FOR BIDDING

Add to section 87-1.03F:

City of Ukiah Electrical Department will install and terminate primary conductors at all transformers, junction pedestals, and primary junction box locations. City of Ukiah Electrical Department will install and terminate all secondary street light conductors at junction box locations for each street light standard.

Add to section 87-1.03L:

City of Ukiah Electric Department will furnish primary junction pedestal. Contractor shall install primary junction pedestal.

Add to section 87-2.03A:

Existing electrical equipment to remain which is damaged by the Contractor, shall be replaced by the Contractor at their expense.

Contractor's attention is directed to Section 15, "Existing Highway Facilities" and Section 86-7.01, "Removing Electrical Equipment" of the Standard Specifications. Removal shall include disconnection from lighting circuit, removal of lighting standard, base and foundation to the depth shown on the Plans.

Protect lighting standard from damage during removal.

Return lighting standard and luminaire to State.

^^

88 RESERVED

Not Used

^^

DIVISION XI MATERIALS

89 AGGREGATE

Not Used

^^

90 CONCRETE

Add to section 90-2:

Minor concrete shall conform to Section 90, "Portland Cement Concrete" of the Standard Specification. Concrete curb and gutters, concrete sidewalks, and concrete curb ramps shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the California Standard Specifications and these construction details.

^^

91 PAINT

Not Used

^^

92 ASPHALT BINDERS

Not Used

^^

93 RESERVED

Not Used

^^

94 ASPHALTIC EMULSIONS

Not Used

^^

95 EPOXY

Not Used

^^

PRELIMINARY - NOT FOR BIDDING

96 GEOSYNTHETICS

Geogrids shall conform to Section 96, “Geosynthetics” of the Standard Specification.

^^

97–98 RESERVED

Not Used

^^

DIVISION XII BUILDING CONSTRUCTION

99 BUILDING CONSTRUCTION

Not Used

PRELIMINARY - NOT FOR BIDDING

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

(1) Section 6-02. Office at the Site

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.

PRELIMINARY - NOT FOR BIDDING

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?

- **Proposal** (Page 93)
  - Unit prices filled out per instruction
  - Extended prices calculated correctly
  - Total bid amount calculated correctly
  - Sign the proposal, and provide complete information
  - CLSB No. and expiration date
  - Department of Industrial Relations Public Works Contractor Registration Number
- **Iran Contracting Act Certification** (Page 101)
  - Filled out completely per instruction
- **Fair Employment Practices Certification** (Page 102)
  - Filled out completely per instruction
- **Worker's Compensation Certificate** (Page 103)
  - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment** (Page 104)
  - Filled out completely per instruction
- **List of Proposed Subcontractors** (Page 105)
  - Include California Contractor License Number for each
  - Include DIR Public Works Contractor Registration Number for each
  - Identify what portion of work to be performed
- **Statement of Experience** (Page 106)
- **Signature of Bidder** (Page 107)
  - Filled out completely per instruction
  - Authorized signature provided
- **Bidder's Bond** (Page 108)

PRELIMINARY - NOT FOR BIDDING

- Filled out completely per instruction

- **Non-Collusion Affidavit** (Page 109)
  - Filled out completely per instruction
  - Notarized
- **Addenda Issued**
  - Signed and Returned

PRELIMINARY - NOT FOR BIDDING

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

PROPOSAL

FOR

NORTHWESTERN PACIFIC RAIL TRIAL PHASE 3 Specification No. 18-04

The undersigned, as bidder, declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained

   a) to provide all necessary machinery, tools, apparatus and other means of construction;

   b) to furnish all materials;

   c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;

   d) to pay all charges of freight transportation and hauling;

2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and

3) that he or she will accept as full payment therefor the following sums:

PRELIMINARY - NOT FOR BIDDING

BIDDING SCHEDULE

In case of discrepancy between words and figures, the words shall prevail. In any discrepancy between unit prices and extended amounts for a bid item using unit prices (specified unit price multiplied by specified quantity for bid item does not equal the extended amount for the item), the specified unit price will control and will be used by the City to compare bids in selecting the lowest bid and in awarding the contract. If the specified total bid amount does not equal the total of the extended amounts for all bid items, the City will use the total of the extended amounts for each bid item (adjusted, if necessary, so that the extended amount equals the specified unit price multiplied by the specified quantity for that bid item) to compare bids in selecting the lowest bid.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated. Lowest bid will be based on the lowest Base Bid.

PRELIMINARY - NOT FOR BIDDING

BASE BID

Item No.	Description	Quantity	Units	Unit Cost	Total
1	Construction Area Signs		LS		
2	Traffic Control System		LS		
3	Prepare Storm Water Pollution Prevenetion Plan		LS		
4	Temporary Water Pollution Control Measures		EA		
5	Temporary Drainage Inlet Protection		EA		
6	Temporary Concrete Washout		LS		
7	Remove Chain Link Fence		LF		
8	Remove Painted Traffic Stripe		LF		
9	Remove Roadside Sign		EA		
10	Remove Asphalt Concrete Pavement		SF		
11	Relocate Roadside Sign		EA		
12	Remove Concrete Sidewalk		SY		
13	Remove Concrete (Curb and Gutter)		LF		
14	Clearing and Grubbing		AC		
15	Roadway Excavation (Streets Crossings)		CY		
16	Roadway Excavation (cut native material to subgrade - Trail & Shoulders)		CY		
17	Trench Exacavation		CY		
18	Structure Excavation (Bridge Footing)		CY		

19	Embankment (place excavated native to subgrade)		CY		
20	Planting Soil Amendment		LS		
21	Plant Group A (1 GAL)		EA		
22	Plant Group B (3 GAL)		EA		
23	Plant Group C (California Poppy, Hydroseed)		SF		
24	Plant Group D (PLUG)		SF		
25	Landscape Maintennance (2 years)		LS		
26	Stabilized Decomposed Granite Pavement		SF		
27	Wood Chip Mulch		CY		
28	Trash/Recycling Receptacle		EA		
29	Stone Boulder Seating (2'x2'x2')		EA		
30	Topsoil (ponds)		CY		
31	Rolled Erosion Control Product (jute mesh)		SF		
32	Class II Aggregate Base (Trail)		CY		
33	Class II Aggregate Base (Shoulders)		CY		
34	Class II Aggregate Base (Street)		CY		
35	Hot Mix Asphalt (Type A 1/2" Max., 0.25' Min. Thk. Trail)		Ton		
36	Hot Mix Asphalt (Type A 1/2" Max., 0.33' Min. Thk. Street)		Ton		
37	MSE Stabilized Embankment		SF		
38	8" PVC Pipe		LF		
39	10" PVC Pipe		LF		
40	12" PVC Pipe		LF		
41	6" Perforated PVC Pipe Underdrain		LF		
42	Class 2 Permeable Material (ponds)		CY		
43	Class 2 Permeable Material (Flow spreader)		CY		
44	Curb Inlet		EA		
45	Catch Basin (Landscape North of Ford Street)		EA		
46	Over Flow Drain (Ponds)		EA		
47	48" Precast Concrete		LF		
48	Remove Pipe		LF		
49	Remove Inlet		EA		
50	Adjust Inlet		EA		
51	Adjust Manhole Frame and Cover to Grade		EA		
52	Rock Slope Protection (No. 1, Method B)		CY		

PRELIMINARY - NOT FOR BIDDING

53	Detectable Warning Surface (Truncated Domes at RR Crossing)		SF		
54	Detectable Warning Surface (Truncated Domes at Ramps)		SF		
55	Minor Concrete - Curb and Gutter (COU Std Plan), Incl Base		LF		
56	Minor Concrete - Sidewalks, Incl Agg Base		SF		
57	Pre-Engineered Flatbed Rail Car Bridge (Bridge, guardrail and Foundation)		LS		
58	Lighting (10' pole - solar powered) includes footing		EA		
59	Lighting (3' bollard - solar powered) includes footing		EA		
60	Chain Link Fence (42" Tall)		LF		
61	Roadside Sign - One Post		EA		
62	Thermoplastic Pavement Markings (Trail)		LF		
63	Thermoplastic Crosswalk and Pavement Markings		SF		
64	Paint Traffic Stripe (trail)		LF		
65	Mobilzation (Mobilization, Demobilization and final Cleanup)		LS		
66	Construction Staking		LS		

PRELIMINARY - NOT FOR BIDDING

TOTAL BASE BID AMOUNT IN FIGURES➔	
Total Base Bid amount in words:	**$_____**
_____Dollars	

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number:_____

Signature of bidder or bidders, with business name, address, phone number and fax number:

_____

_____

_____

_____

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

_____

_____

_____

PRELIMINARY - NOT FOR BIDDING

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

Signed_____

Titled_____

Firm_____

Date_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

PRELIMINARY - NOT FOR BIDDING

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO:_____

_____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

NORTHWESTERN PACIFIC RAIL TRIAL PHASE 3

_____

(Signature of Bidder)

Business Mailing Address:

_____

_____

_____

Business Location:

_____

_____

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

PRELIMINARY - NOT FOR BIDDING

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this_____ day of _____, 200____

Signature of Bidder, with Business Address:

_____

_____

_____

_____

PRELIMINARY - NOT FOR BIDDING

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date_____

_____

_____

_____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

PRELIMINARY - NOT FOR BIDDING

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor.(See General Conditions Section 1-09.) *Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number*.

PRELIMINARY - NOT FOR BIDDING

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

PRELIMINARY - NOT FOR BIDDING

SIGNATURE(S) OF BIDDER

Accompanying this proposal is _____

(insert the words "cash ($)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

_____

_____

_____

Licensed in accordance with an act providing for the registration of Contractors:

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

_____

_____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: _____

_____

Place of residence: _____

_____

Dated: _____

PRELIMINARY - NOT FOR BIDDING

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____

_____, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of $_____

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on <<DATE OF BID OPENING>> for NORTHWESTERN PACIFIC RAIL TRAIL PHASE 3 .

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20_____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address: _____

_____

_____

PRELIMINARY - NOT FOR BIDDING

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing NORTHWESTERN PACIFIC RAIL TRAIL PHASE 3 by contract, being duly sworn, deposes and says:

> that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

_____

_____

_____

Signature(s) of Bidder

Business Address:_____

_____

_____

Place of Residence:_____

_____

_____

PRELIMINARY - NOT FOR BIDDING

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

_____

Notary Public in and for the County of_____, State of California.

My Commission Expires _____, 20 ____.

CITY OF UKIAH

Mendocino County, California

AGREEMENT

FOR

NORTHWESTERN PACIFIC RAIL TRIAL PHASE 3

Specification No. 18-04

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

<u>Article 1. Work to be Done and Contract Days Allowed.</u>

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within ONE HUNDRED (100) working days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

PRELIMINARY - NOT FOR BIDDING

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

> "No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

(a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.

(b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.

(c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

PRELIMINARY - NOT FOR BIDDING

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

(e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.

(f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.

(g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

(4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:

a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.

b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.

(5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.

PRELIMINARY - NOT FOR BIDDING

(h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.

(i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

PRELIMINARY - NOT FOR BIDDING

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this _____ day of _____, 20____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____

CITY MANAGER, CITY OF UKIAH

Attest: _____

CITY CLERK, CITY OF UKIAH

By: _____

CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this _____ day of _____, 20 ____.

_____

CITY ATTORNEY, CITY OF UKIAH

PRELIMINARY - NOT FOR BIDDING

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____, by and between the City of Ukiah (Ukiah) and _____ (Contractor).

Contractor is

_____

_____ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification**. Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

PRELIMINARY - NOT FOR BIDDING

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH

Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____,

AS PRINCIPAL, and

_____,

AS SURETY,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City", in the penal sum of

_____dollars ($_____)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____,

a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____,20_____.

PRELIMINARY - NOT FOR BIDDING

In the presence of:

WITNESS:

_____

_____(SEAL)

(Individual Principal)

_____

(Business Address)

_____

(City/State/Zip Code)

WITNESS:

_____

_____(SEAL)

(Corporate Principal)

_____

(Business Address)

_____

(City/State/Zip Code)

ATTEST:

_____

_____

(Corporate Principal) Affix Corporate Seal

_____

(Business Address)

_____

(City/State/Zip Code)

PRELIMINARY - NOT FOR BIDDING

ATTEST:

_____ _____ Affix

(Corporate Surety) Corporate

Seal

_____

(Business Address)

_____

(City/State/Zip Code)

The rate of premium on this bond is $_____ per thousand.

The total amount of premium charges is $_____.

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I,_____, certify that I am the _____ Secretary of the corporation named as Principal in the foregoing bond; that _____, who signed the said bond on behalf of the Principal, was then _____ of said corporation; that I know his signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

PRELIMINARY - NOT FOR BIDDING

CITY OF UKIAH

Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL**, and

_____

_____, **AS SURETY**,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City" in the penal sum of

_____ dollars ($_____)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____,

a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____,20_____.

PRELIMINARY - NOT FOR BIDDING

In the presence of:

WITNESS:

_____

_____(SEAL)

(Individual Principal)

_____

(Business Address)

_____

(City/State/Zip Code)

WITNESS:

_____

_____(SEAL)

(Corporate Principal)

_____

(Business Address)

_____

(City/State/Zip Code)

ATTEST:

_____

_____

(Corporate Principal)

Affix Corporate Seal

_____

(Business Address)

_____

(City/State/Zip Code)

PRELIMINARY - NOT FOR BIDDING

ATTEST:

_____ _____ Affix

(Corporate Surety) Corporate

Seal

_____

(Business Address)

_____

(City/State/Zip Code)

The rate of premium on this bond is $_____ per thousand.

The total amount of premium charges is $_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I,_____, certify that I am the _____ Secretary of the corporation named as Principal in the foregoing bond; that _____, who signed the said bond on behalf of the Principal, was then _____ of said corporation; that I know his signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

PRELIMINARY - NOT FOR BIDDING

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.

2. The name of the Principal shall be shown exactly as it appears in the Contract.

3. The penal sum shall not be less than required by the Specifications.

4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.

5. If the Principal is a corporation, the bond shall be executed under its corporate seal.

   If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.

6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.

7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.

8. The date of the bond must not be prior to the date of the Contract.

9. The following information must be placed on the bond by the surety company:

   a. The rate of premium in dollars per thousand; and

   b. The total dollar amount of premium charged.

10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.

11. Type or print the name underneath each signature appearing on the bond.

12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

PRELIMINARY - NOT FOR BIDDING

CITY OF UKIAH

Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as **PRINCIPAL**

and_____

_____, as **SURETY**,

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of
_____

_____($_____),

(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City Of Ukiah
dated_____

for _____

_____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____, _____,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20_____.

_____(Seal)

BY:_____(Seal)

_____(Seal)

Principal
_____(Seal)

BY:_____(Seal)

_____(Seal)

Surety

PRELIMINARY - NOT FOR BIDDING

Agenda Item No.: 13a

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-672-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approval of Plans and Specifications for the 2019 Street Rehabilitation Project and Authorize Staff to Issue Bids for Specification No. 19-08.

DEPARTMENT: Public Works **PREPARED BY:** Andrew Stricklin

ATTACHMENTS:

ATTACHMENT 1 - PLANS SPEC 19-08

Summary: Staff is requesting Council's approval of Plans and Specification No. 19-08 for the 2019 Street Rehabilitation Project.

Background: Staff has completed Plans and Specifications for a Street Rehabilitation Project for the Summer of 2019. Staff is requesting Council's approval of Plans and Specifications No. 19-08 for the 2019 Street Rehabilitation Project. The engineer's estimate for the project is $1,044,945.

Discussion: Using the City's Pavement Management Program, staff has identified seven streets to receive a 2" AC overlay as a means of preservation. Paving will include an edge grind of the existing roadway and replacement of existing striping and road markings. In compliance with Title II of the Americans with Disabilities Act (ADA), this project will also include the construction or upgrade of existing curb returns to ADA compliant ramps. Staff has identified and designed 33 curb ramps to be completed with this project as identified in the

RECOMMENDED ACTION: Approve Plans and Specifications for the 2019 Street Rehabilitation Project and authorize Staff to issue bids for Specification No. 19-08.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 12024200.80230 PC 18156: $0

PROPOSED BUDGET AMOUNT: 12024200.80230 PC 18156: $1,044,945 FY 2019/2020

FINANCING SOURCE: Measure Y

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Public Works Director/City Engineer; Andrew Stricklin, Public Works Management Analyst; Mary Horger, Procurement Manager

Approved: Sage Sangiacomo, City Manager

project plans. (See Attachment 1) Plans and Specifications are also available to for viewing to the public at the Civil Center at 300 Seminary Ave. This bid is being funded with Measure Y revenues and is intended to be awarded in July, subject to Council 2019/2020 fiscal year budget approval.

2

2019 STREET REHABILITATION PROJECT

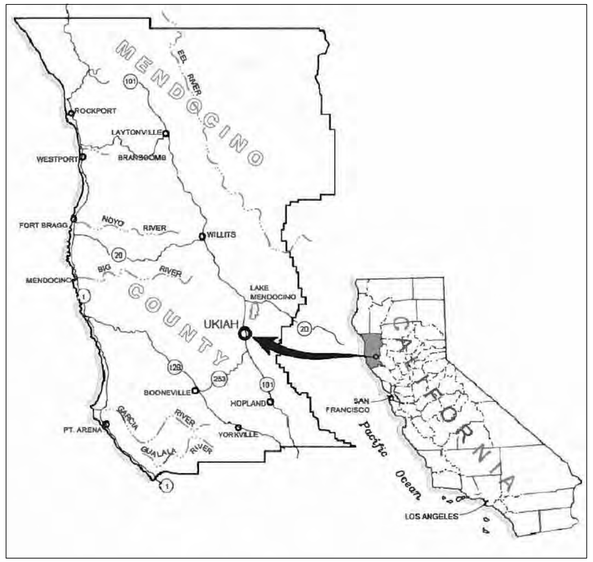
SPECIFICATION NO. 19-08

VARIOUS LOCATIONS WITHIN

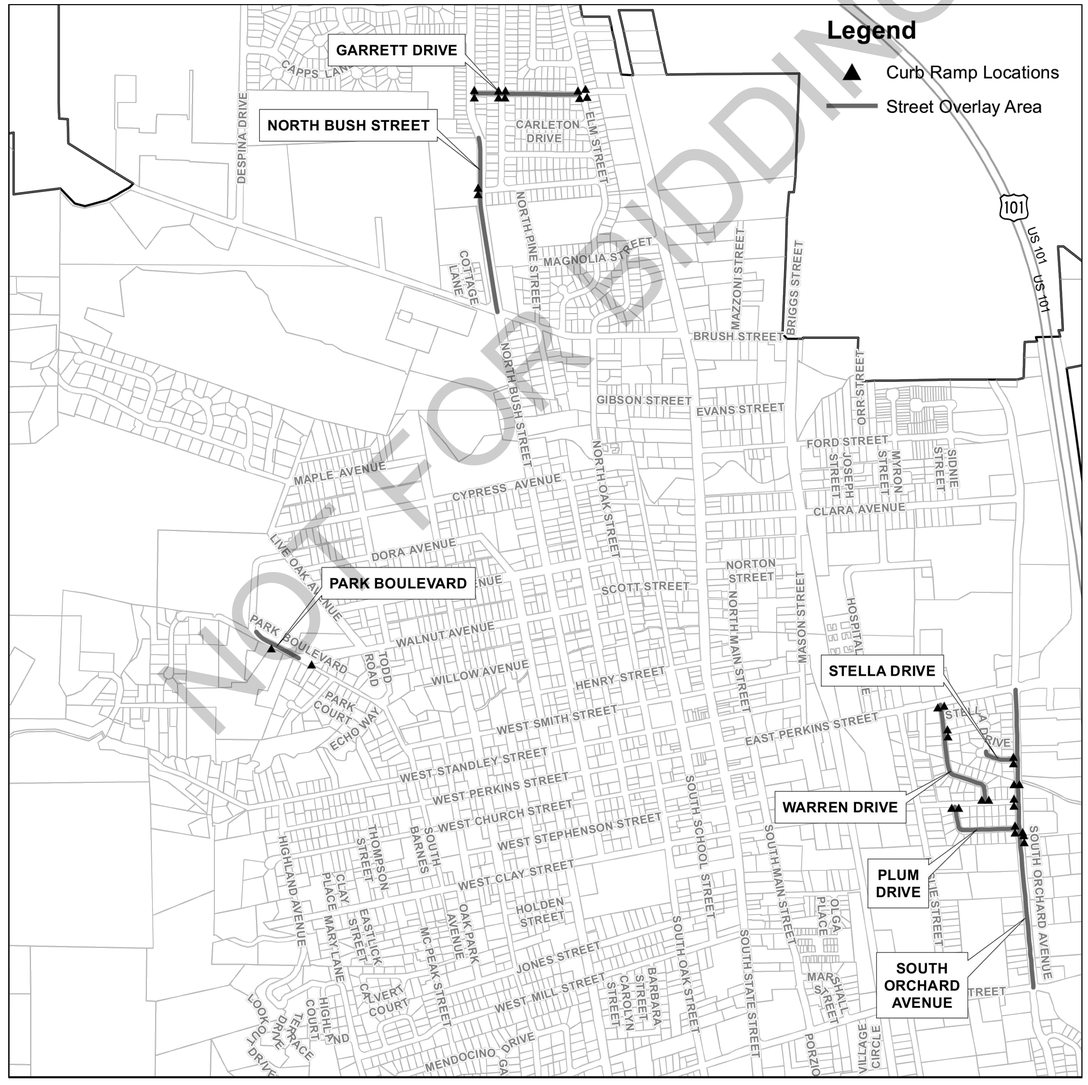
UKIAH, CALIFORNIA

APRIL 2019

VICINITY MAP



LOCATION MAP



NOTES:

1. THE TRANSITION FROM RAMPS TO GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
2. SLOPE OF SIDE FLARE SHALL BE (9%) MAXIMUM.
3. RAMP AND SIDE FLARE AREA SHALL BE CONSTRUCTED WITH A HEAVY BROOM FINISH TRANSVERSE TO THE SLOPE OF THE RAMP.
4. DETECTABLE WARNING SURFACE SHALL CONSIST OF TRUNCATED DOMES ALIGNED IN A SQUARE GRID PATTERN PER CALTRANS STD. A88A.
5. WEAKENED PLANE JOINTS: $\frac{1}{8}$" WIDE X 1-1/2" DEEP.
6. REFER TO CITY STANDARD DRAWING 102 FOR APPLICABLE SIDEWALK, CURB AND GUTTER DETAILS.
7. GUTTER AND ROAD SURFACE ADJACENT TO CURB RAMP SHALL NOT EXCEED 5% SLOPE.
8. 4' X 4' LANDING AREA NOT TO EXCEED 2% SLOPE IN ANY DIRECTION.
9. ALL RAMPS SHALL BE INSTALLED PER CALTRANS STD. PLAN A88A, CITY OF UKIAH STD. DWG.111, AND AS SHOWN ON PLANS.
10. WHERE PUBLIC UTILITY LINES OR EQUIPMENT MUST BE REMOVED OR RELOCATED, OBTAIN THE NECESSARY APPROVALS FROM THE APPROPRIATE DEPARTMENT PRIOR TO STARTING WORK.
11. EXPANSION JOINTS SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF UKIAH STD. DWG. 101, OR AS DIRECTED BY THE CITY ENGINEER.
12. WHENEVER FEASIBLE, CONCRETE TO BE REMOVED AND REPLACED TO CONFORM 4 FT. FROM RAMP OR EXISTING SCORE LINES. DETERMINATION MADE BY CITY ENGINEER.

0' 5' 10'

SCALE: 1" = 5'

APPROVED BY: TIMOTHY E. ERIKSEN, P.E.

DATE:

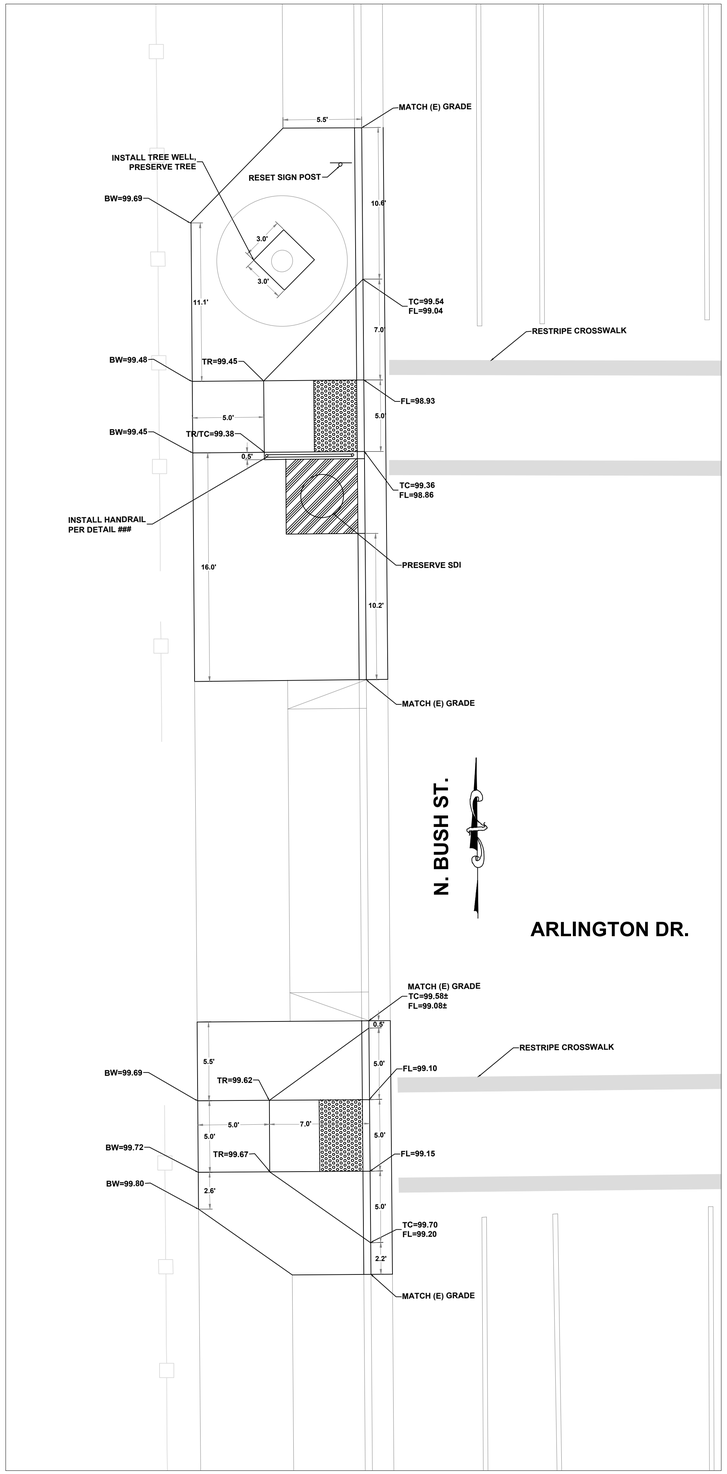
SCALE: AS SHOWN
DATE: APRIL 2019
DRAWING NUMBER: COVER

Location CITY OF UKIAH - VARIOUS LOCATIONS
Project STREET REHABILITATION 2019
Title SPECIFICATION NO.19-08

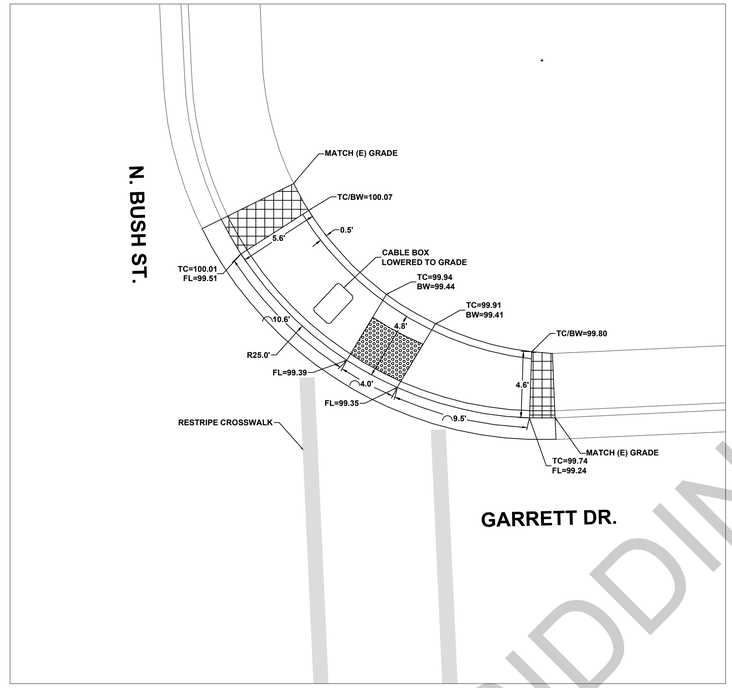
CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

City of Ukiah

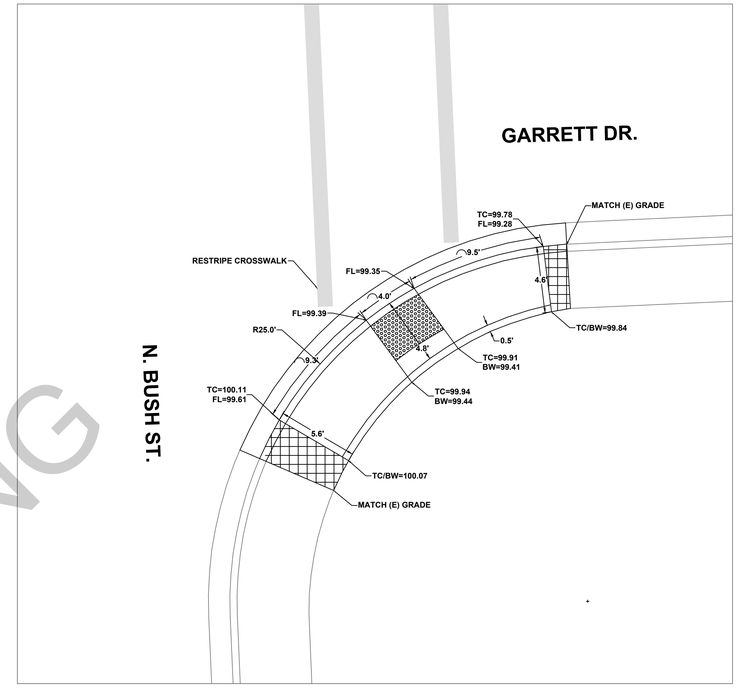
DRAWN: A.R.S.
CHECKED BY: T.E.
JOB NUMBER: SPEC NO.19-08
DRAWING FILE: S:\PUBLIC WORKS\AUTOCAD\CURB RAMP\CURB RAMPS 2019\STREET REHABILITATION PROJECT 2019.DWG



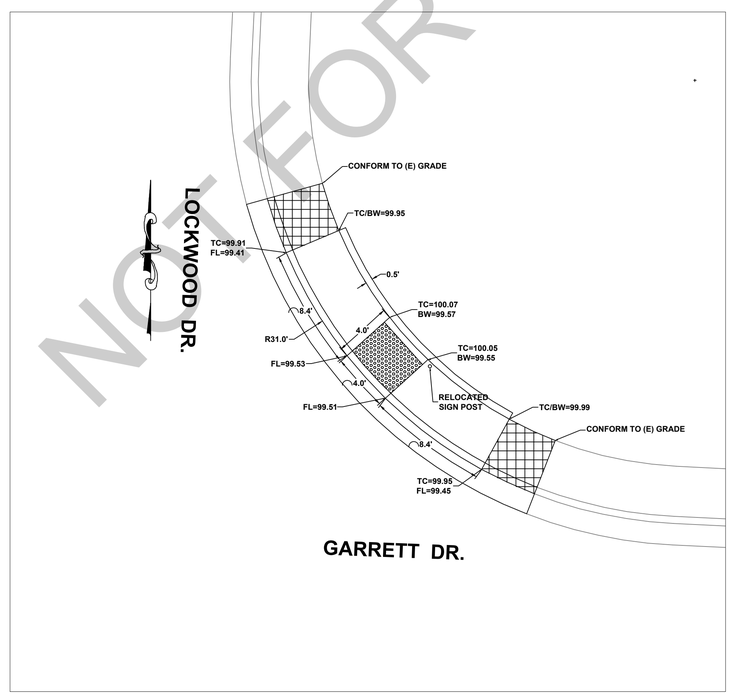
N. BUSH STREET AT ARLINGTON DRIVE
(WESTSIDE)
SCALE 1"=5'



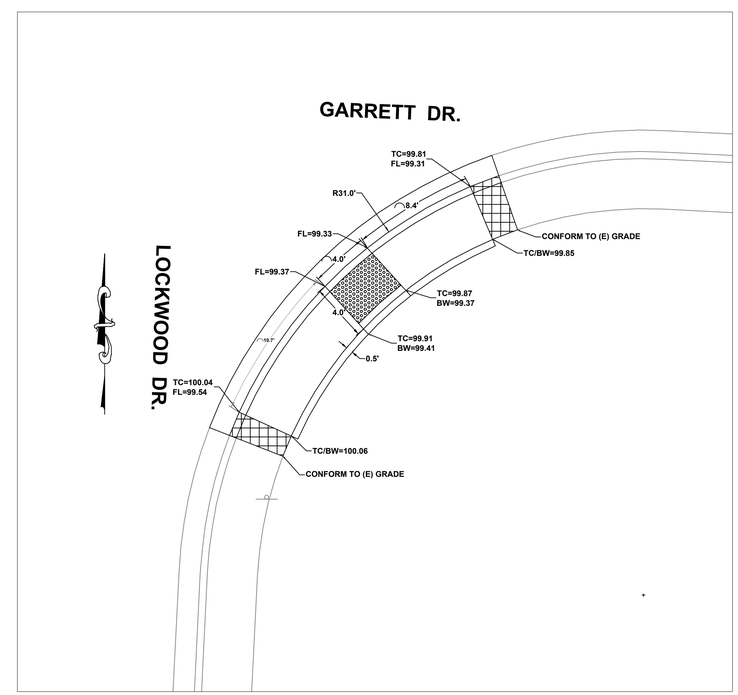
N. BUSH STREET AT GARRETT DRIVE
(NORTHEAST CORNER)
SCALE 1"=5'



N. BUSH STREET AT GARRETT DRIVE
(SOUTHEAST CORNER)
SCALE 1"=5'



GARRETT DRIVE AT LOCKWOOD DRIVE
(NORTHEAST CORNER)
SCALE 1"=5'



GARRETT DRIVE AT LOCKWOOD DRIVE
SOUTHEAST CORNER)
SCALE 1"=5'

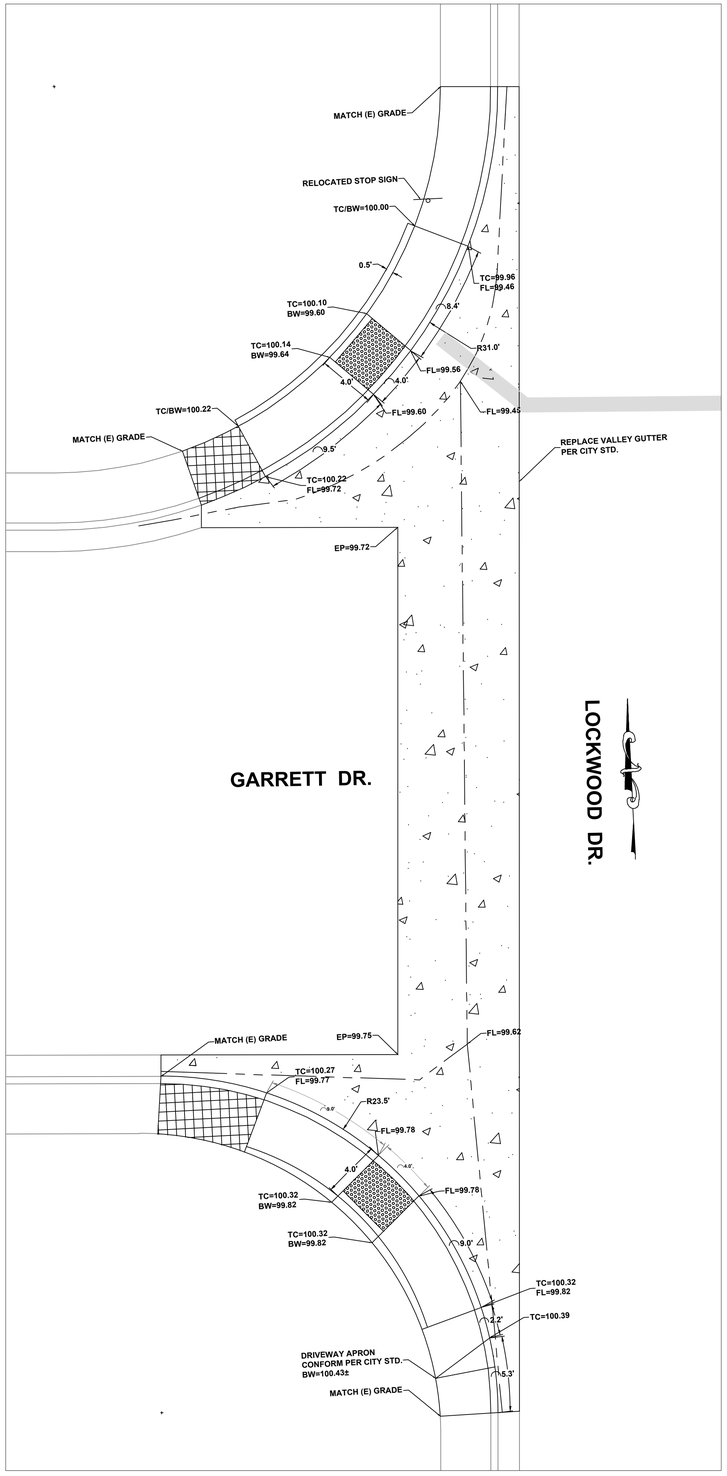
NOT FOR BIDDING

SCALE: AS SHOWN
DATE: APRIL 2019
DRAWING NUMBER: PAGE 1

Location CITY OF UKIAH - VARIOUS LOCATIONS
Project STREET REHABILITATION 2019
Title SPECIFICATION NO.19-08

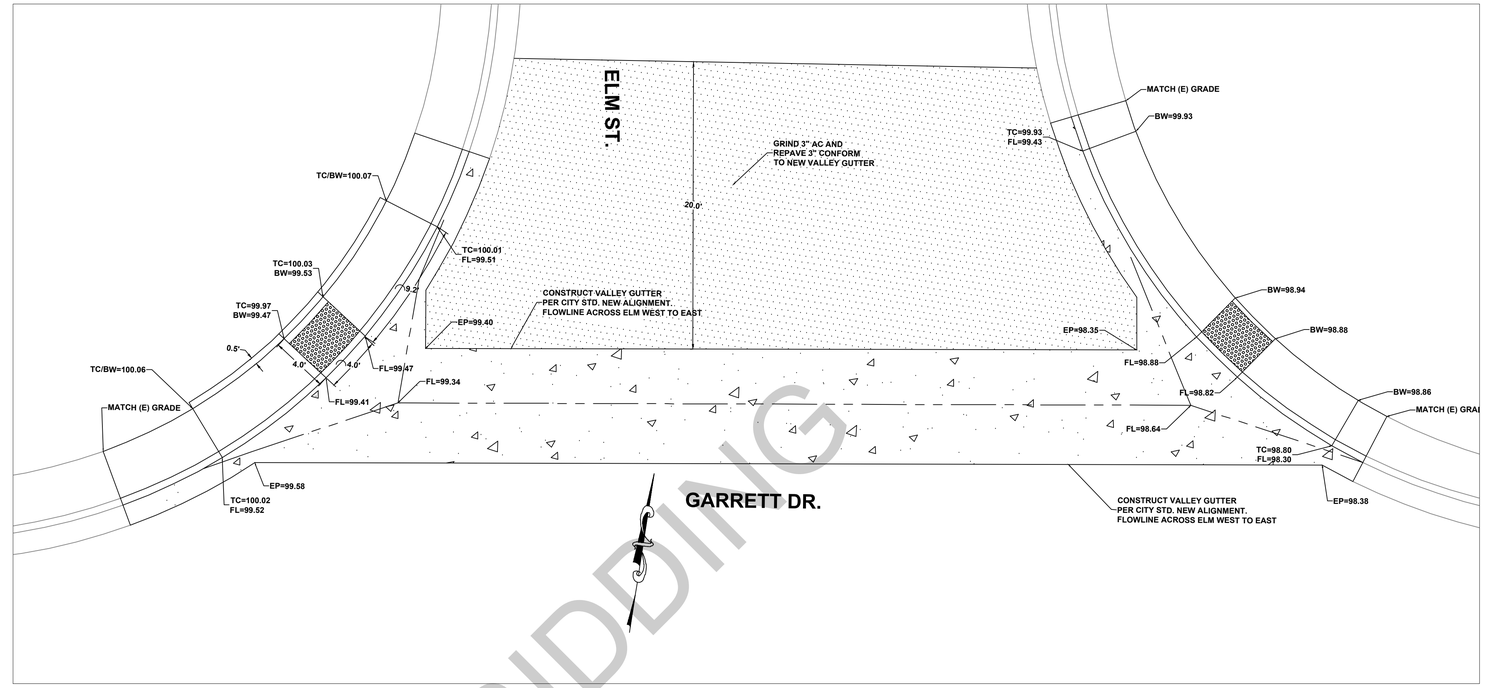
CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

DRAWN: A.R.S.
CHECKED BY: T.E.
JOB NUMBER: SPEC NO.19-08
DRAWING FILE: S:\PUBLIC WORKS\AUTOCAD\CURB RAMP\CURB RAMPS 2019\STREET REHABILITATION PROJECT 2019.DWG



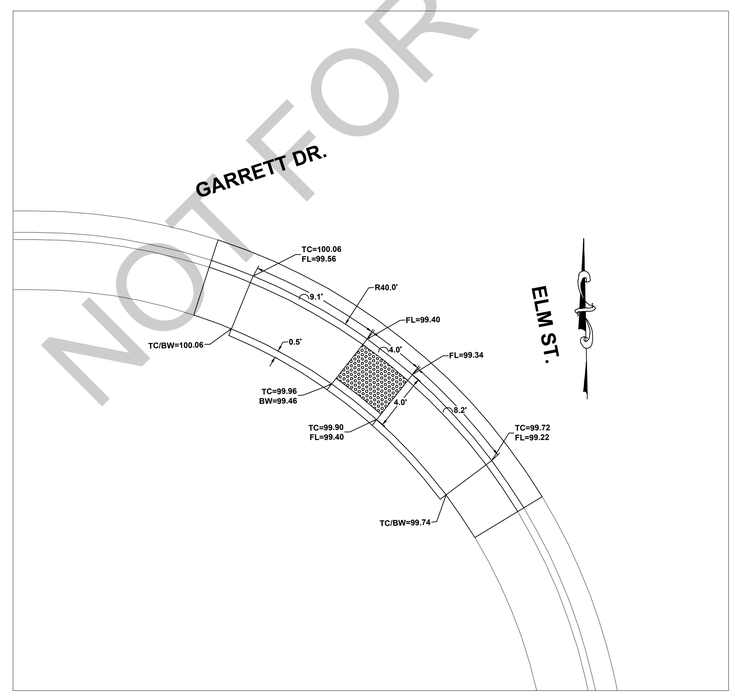
GARRETT DRIVE AT LOCKWOOD DRIVE
(WESTSIDE)

SCALE 1"=5'



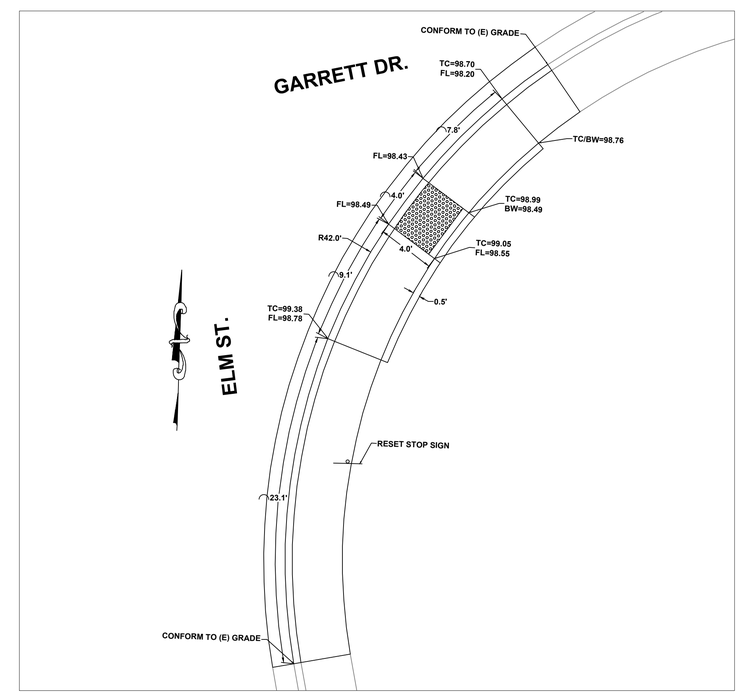
GARRETT DRIVE AT ELM STREET
(NORTHSIDE)

SCALE 1"=5'



GARRETT DRIVE AT ELM STREET
(SOUTHWEST CORNER)

SCALE 1"=5'



GARRETT DRIVE AT ELM STREET
(SOUTHEAST CORNER)

SCALE 1"=5'

NOT FOR BIDDING

SCALE: AS SHOWN
DATE: APRIL 2019
DRAWING NUMBER: PAGE 2

Location CITY OF UKIAH - VARIOUS LOCATIONS

Project STREET REHABILITATION 2019

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CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

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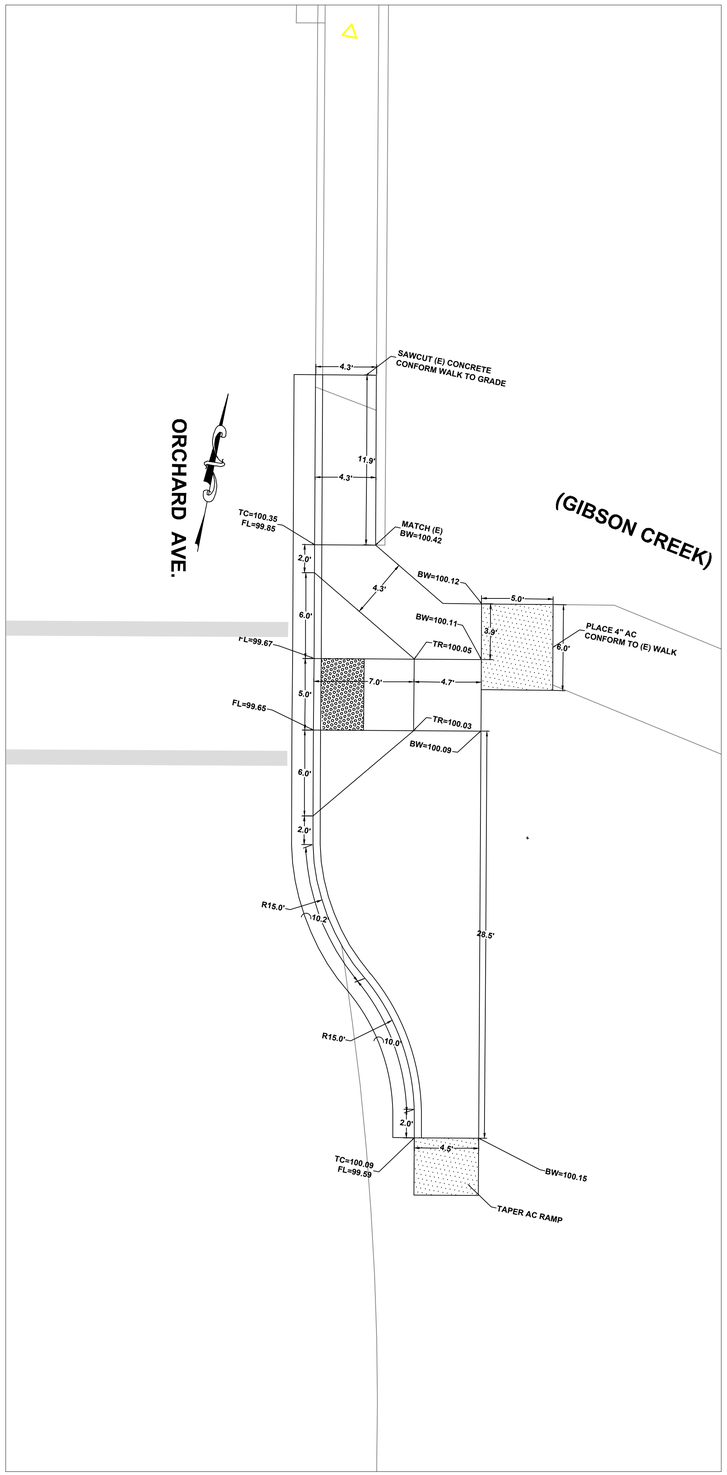
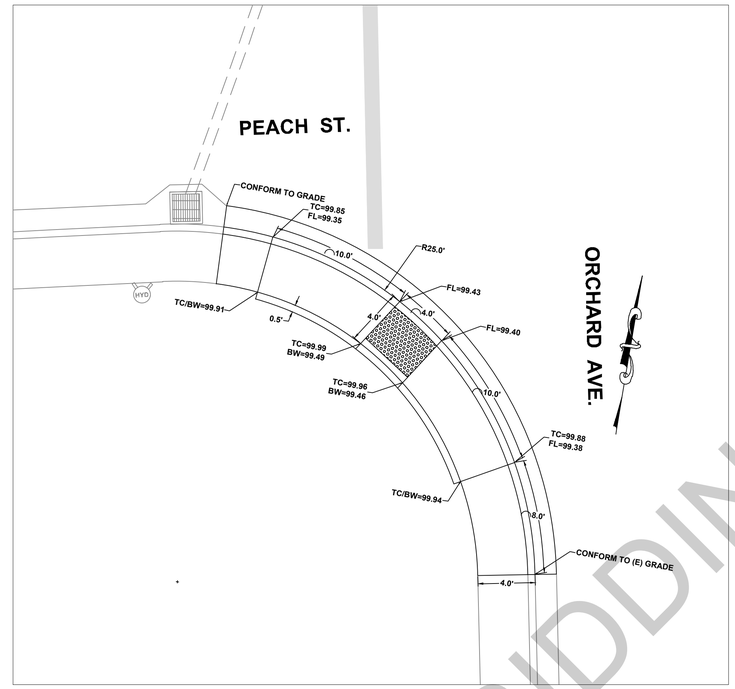
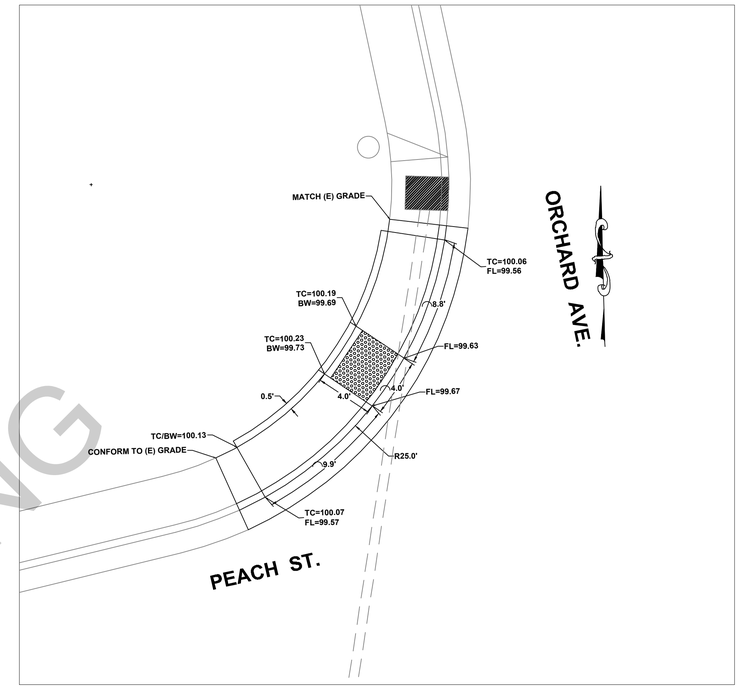


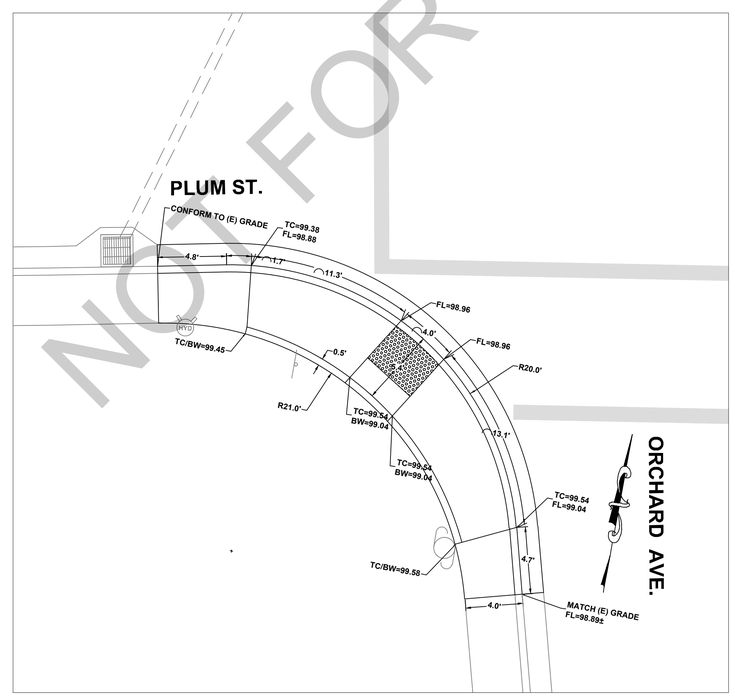
ORCHARD AVENUE AT GIBSON CREEK
(EASTSIDE)
SCALE 1"=5'



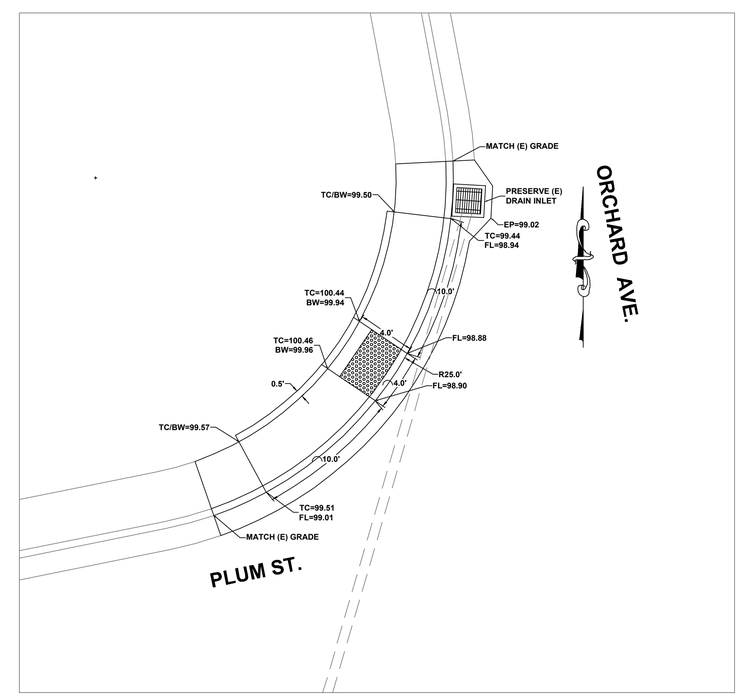
ORCHARD AVENUE AT PEACH STREET
(SOUTHWEST CORNER)
SCALE 1"=5'



ORCHARD AVENUE AT PEACH STREET
(NORTHWEST CORNER)
SCALE 1"=5'



ORCHARD AVENUE AT PLUM STREET
(SOUTHWEST CORNER)
SCALE 1"=5'



ORCHARD AVENUE AT PLUM STREET
(NORTHWEST CORNER)
SCALE 1"=5'

NOT FOR BIDDING

SCALE: AS SHOWN
DATE: APRIL 2019
DRAWING NUMBER: PAGE 3

Location CITY OF UKIAH - VARIOUS LOCATIONS
Project STREET REHABILITATION 2019
Title SPECIFICATION NO.19-08

CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

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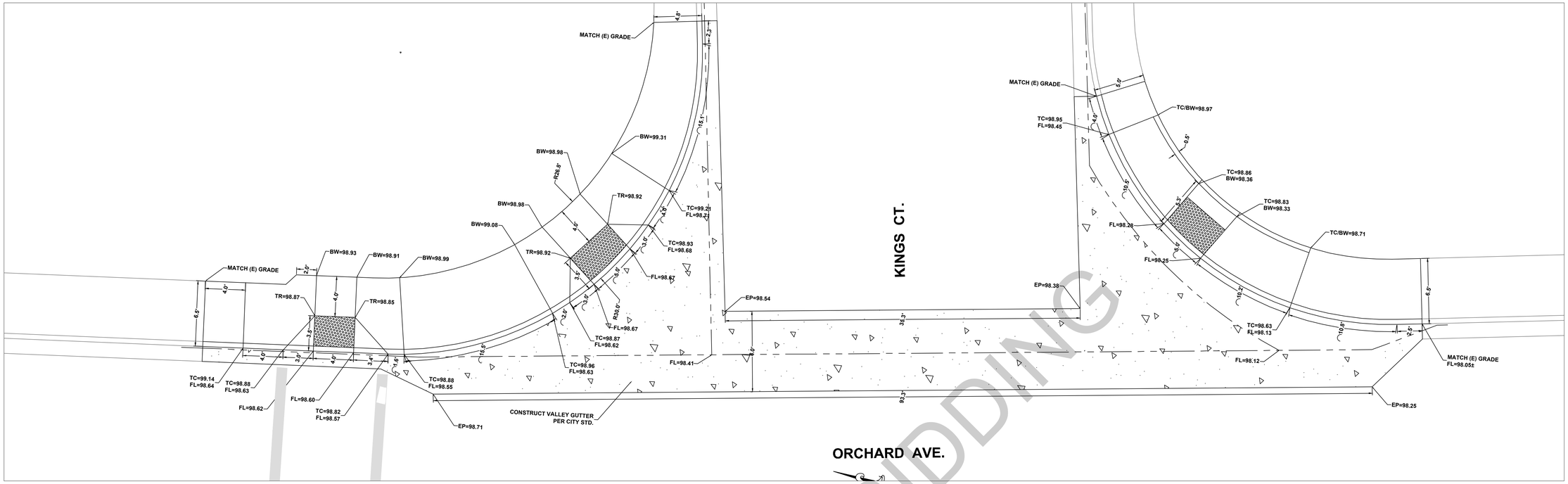
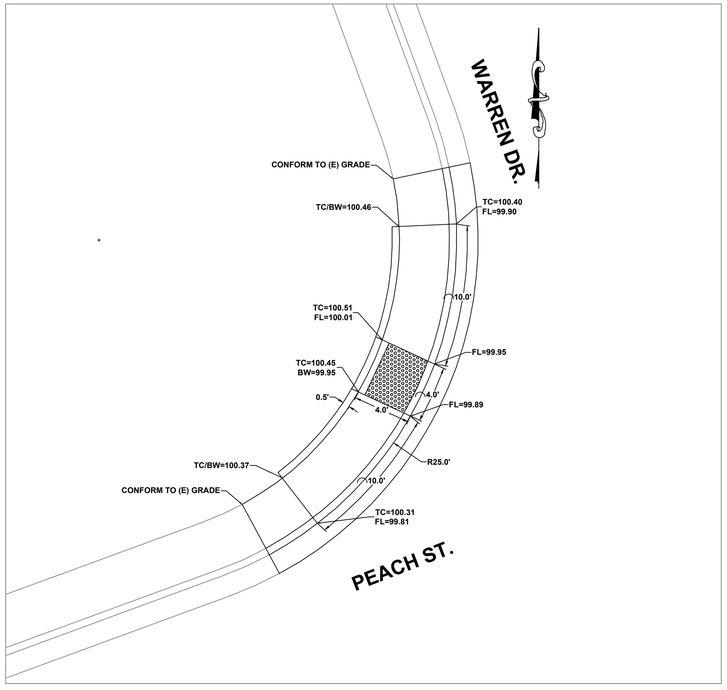
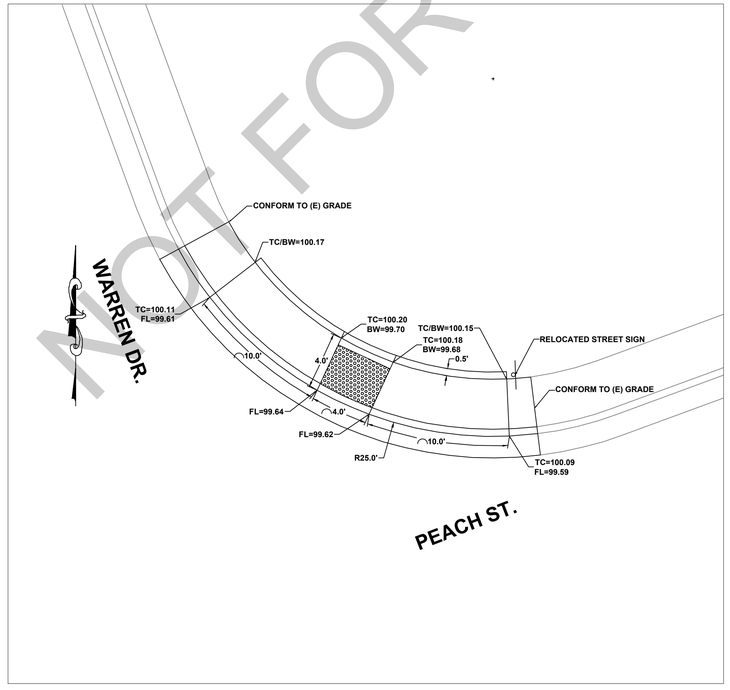
CHECKED BY: T.E.
JOB NUMBER: SPEC NO.19-08
DRAWING FILE: S:\PUBLIC WORKS\AUTOCAD\CURB RAMP\CURB RAMPS 2019\STREET REHABILITATION PROJECT 2019.DWG



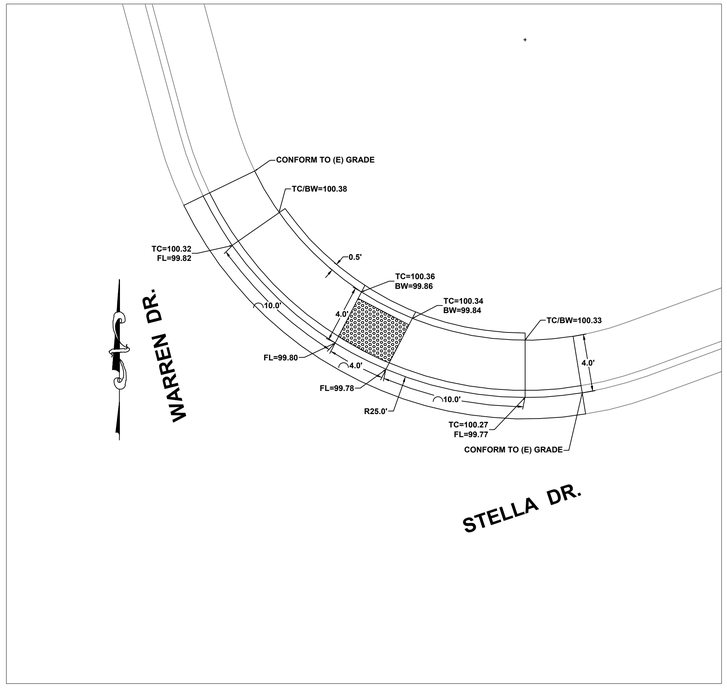
ORCHARD AVENUE KINGS COURT
(EASTSIDE)
SCALE 1"=5'



WARREN DRIVE AT PEACH STREET
(NORTHWEST CORNER)
SCALE 1"=5'



WARREN DRIVE AT PEACH STREET
(NORTHWEST CORNER)
SCALE 1"=5'



WARREN DRIVE AT STELLA DRIVE
(NORTHEAST CORNER)
SCALE 1"=5'

NOT FOR BIDDING

SCALE: AS SHOWN
DATE: APRIL 2019
DRAWING NUMBER: PAGE 4

Location CITY OF UKIAH - VARIOUS LOCATIONS

Project STREET REHABILITATION 2019

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CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

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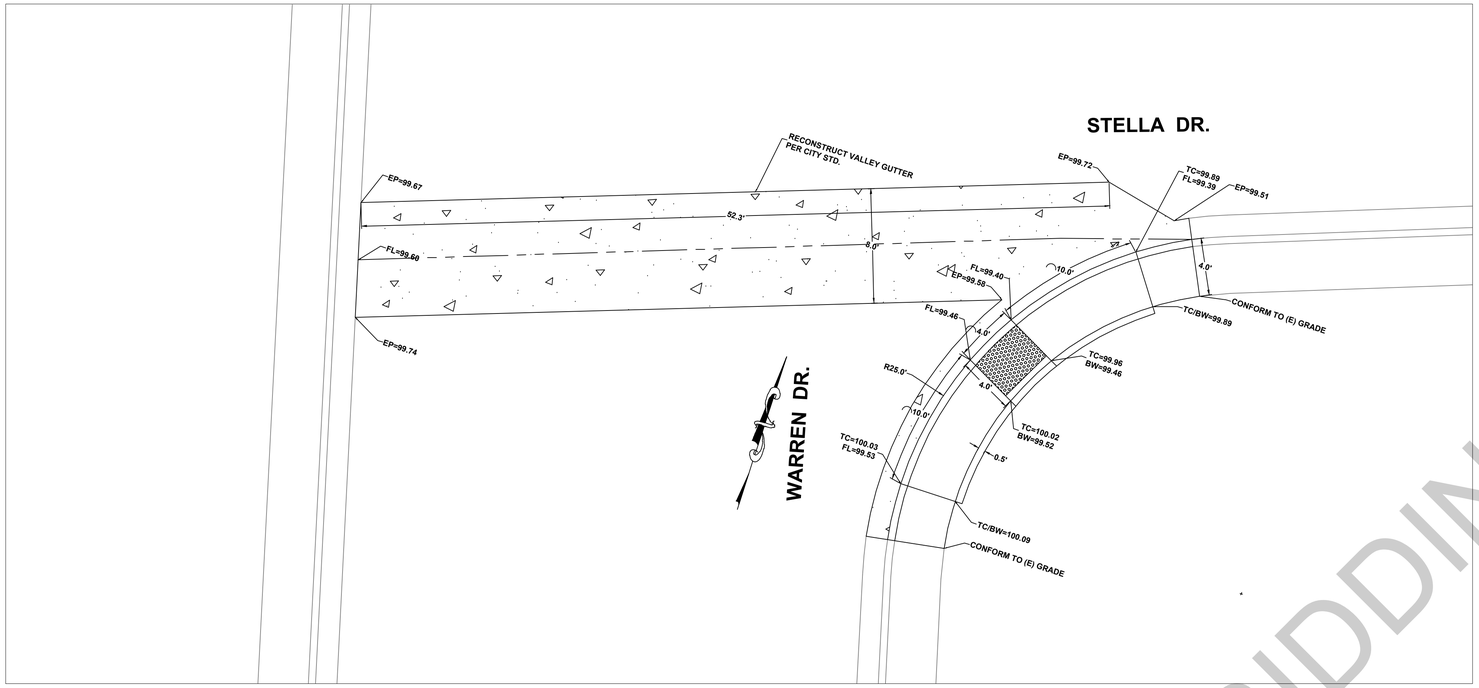
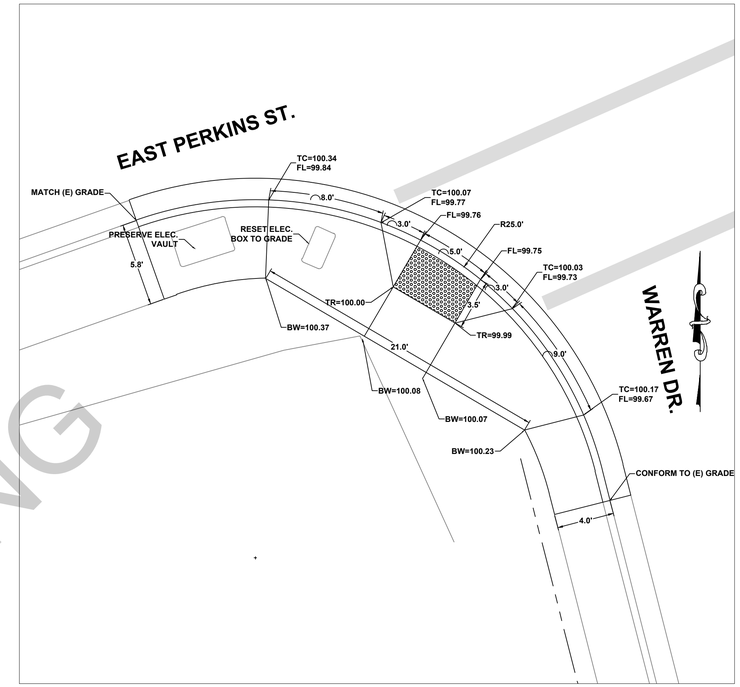
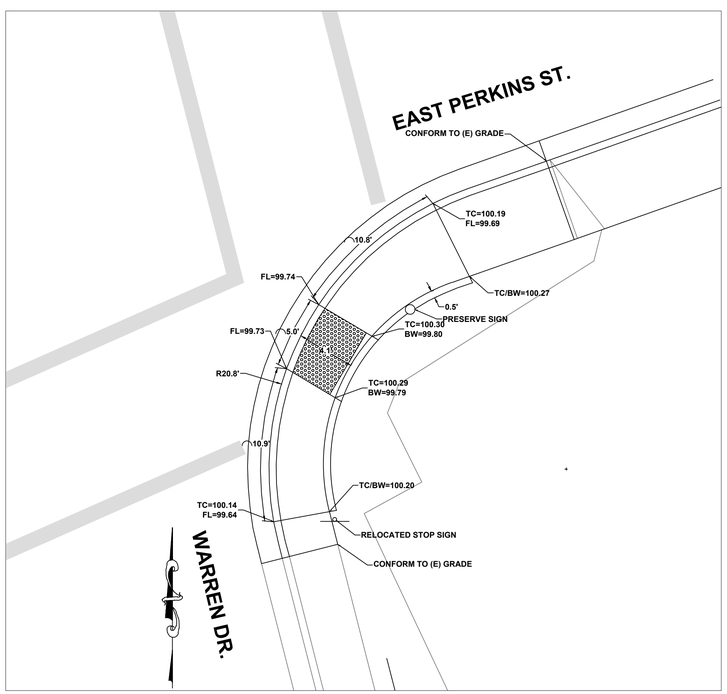
JOB NUMBER: SPEC NO.19-08
DRAWING FILE: S:\PUBLIC WORKS\AUTOCAD\CURB RAMPS\CURB RAMPS 2019\STREET REHABILITATION PROJECT 2019.DWG



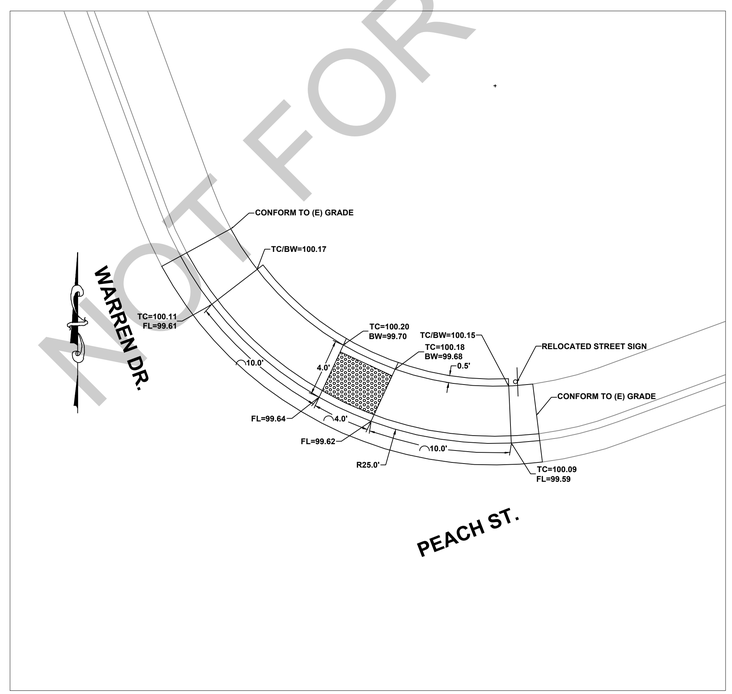
WARREN DRIVE AT STELLA DRIVE
(SOUTHEAST CORNER)
SCALE 1"=5'



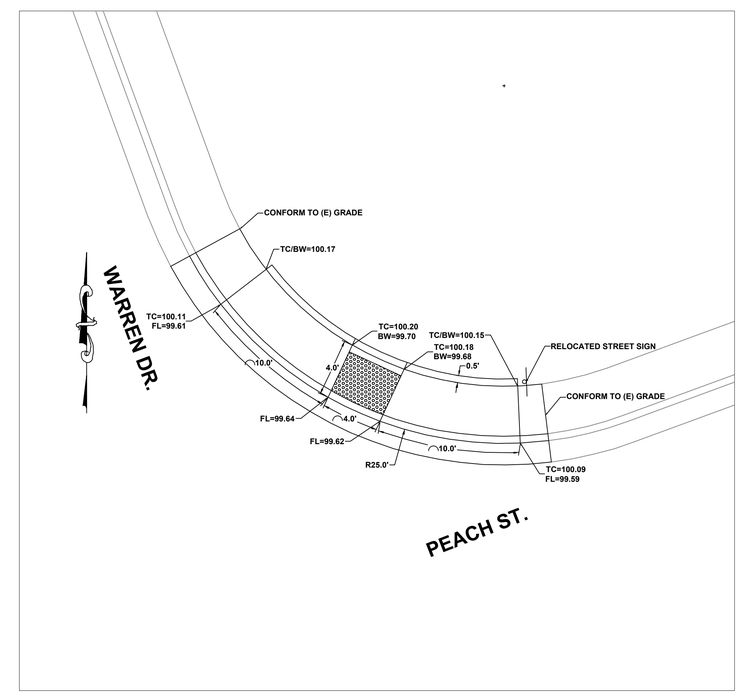
WARREN DRIVE AT E. PERKINS STREET
(SOUTHWEST CORNER)
SCALE 1"=5'



WARREN DRIVE AT E. PERKINS STREET
(SOUTHEAST CORNER)
SCALE 1"=5'



WARREN DRIVE AT PEACH STREET
(NORTHWEST CORNER)
SCALE 1"=5'



WARREN DRIVE AT PEACH STREET
(NORTHWEST CORNER)
SCALE 1"=5'

NOT FOR BIDDING

SCALE: AS SHOWN
DATE: APRIL 2019
DRAWING NUMBER: PAGE 5

Location CITY OF UKIAH - VARIOUS LOCATIONS
Project STREET REHABILITATION 2019
Title SPECIFICATION NO.19-08

CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

DRAWN: A.R.S.
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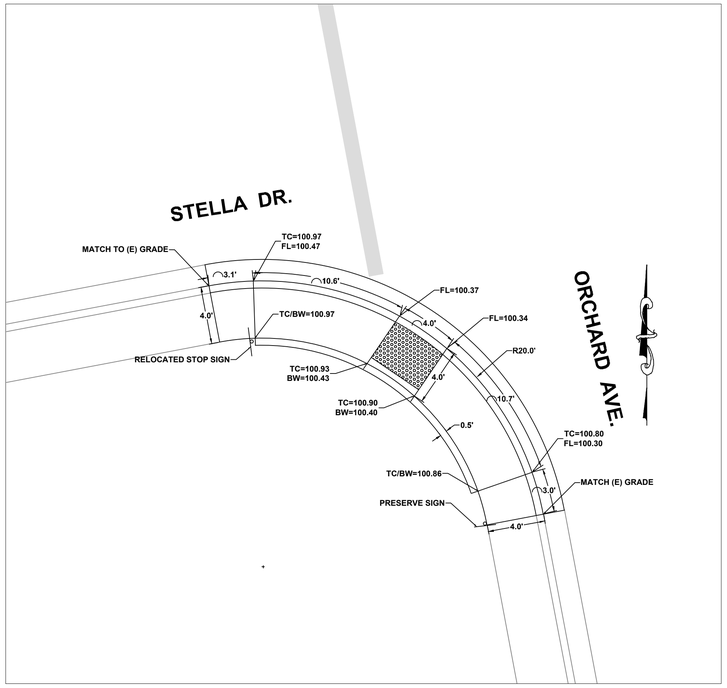
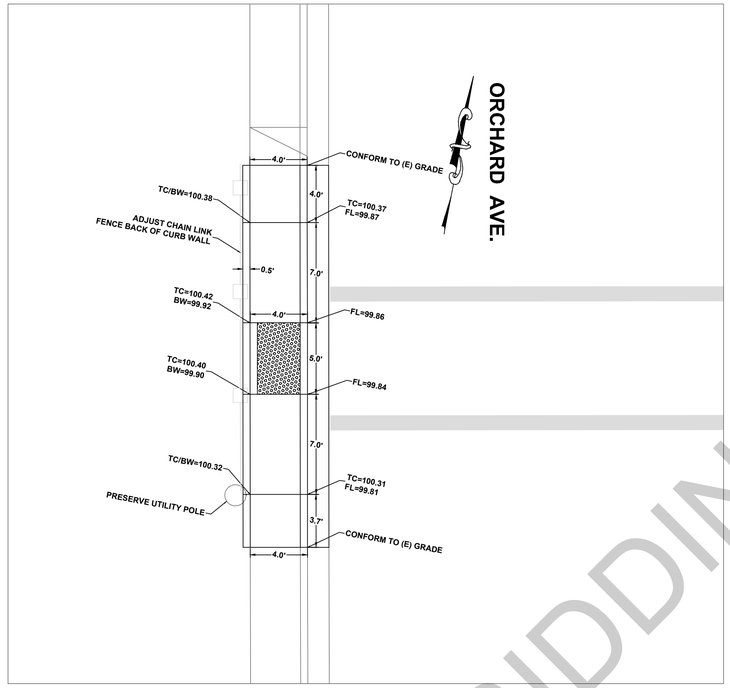
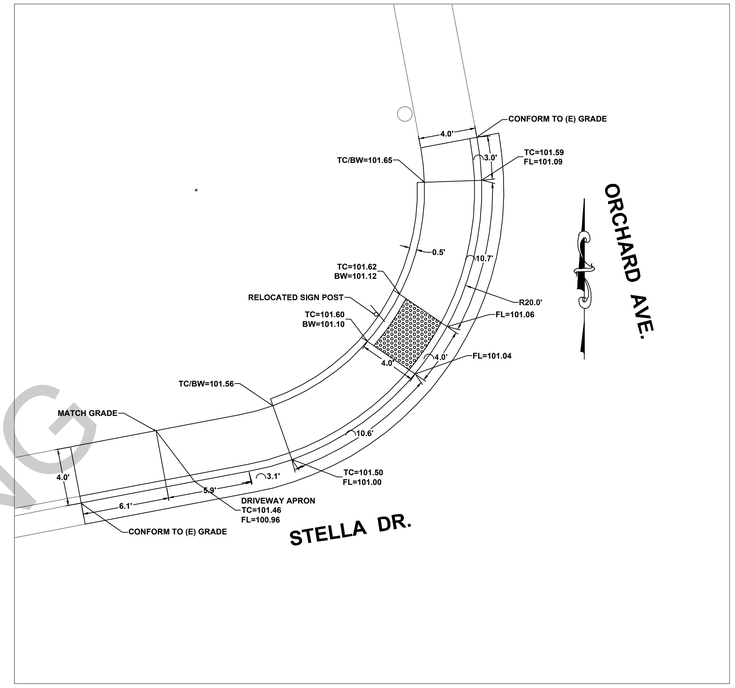


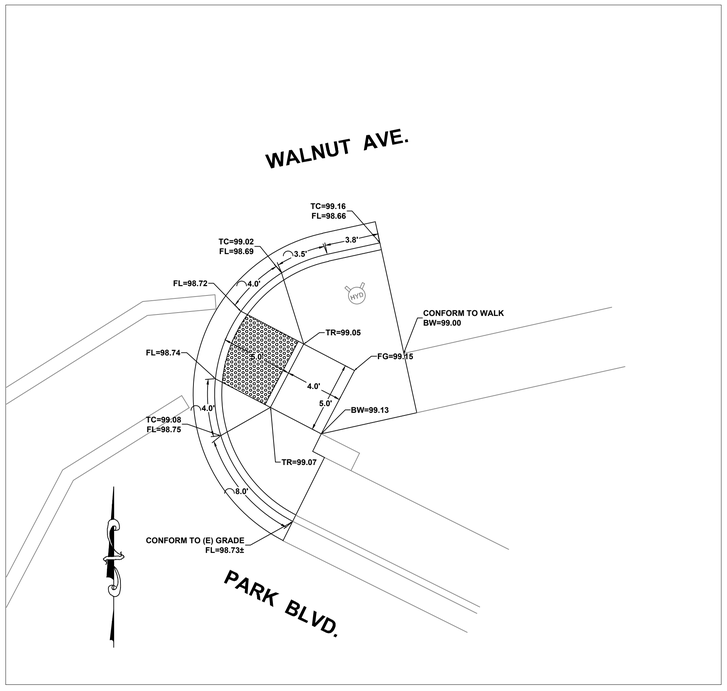
ORCHARD AVENUE AT STELLA DRIVE
(SOUTHWEST CORNER)
SCALE 1"=5'



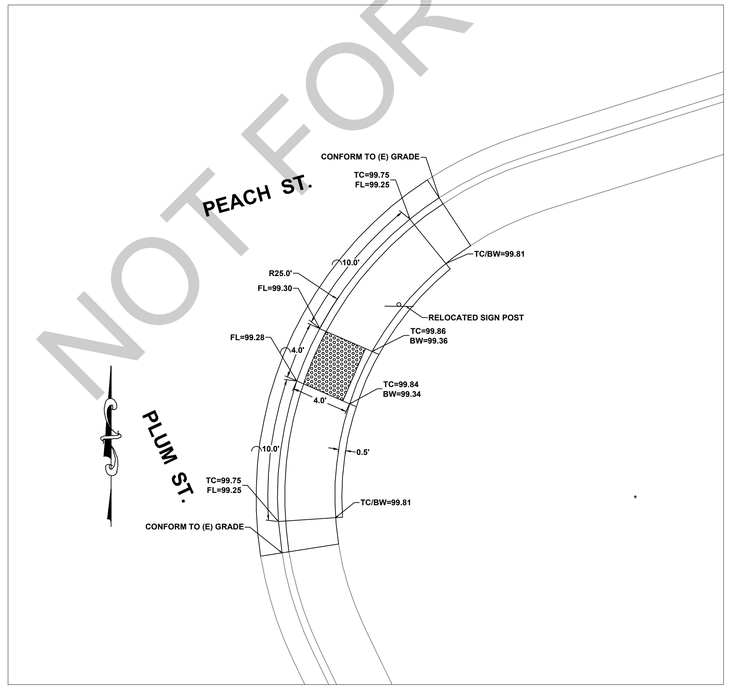
ORCHARD AVENUE AT GIBSON CREEK
(WESTSIDE)
SCALE 1"=5'



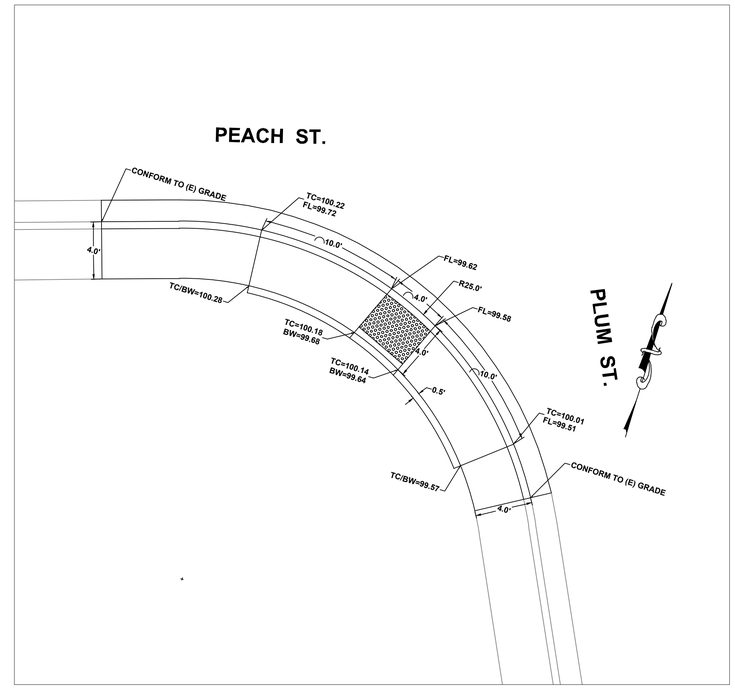
ORCHARD AVENUE AT STELLA DRIVE
(NORTHWEST CORNER)
SCALE 1"=5'



PARK BOULEVARD AT WALNUT AVENUE
(SOUTHEAST CORNER)
SCALE 1"=5'



PEACH STREET AT PLUM STREET
(SOUTHEAST CORNER)
SCALE 1"=5'



PEACH STREET AT PLUM STREET
(SOUTHWEST CORNER)
SCALE 1"=5'

NOT FOR BIDDING

SCALE: AS SHOWN
DATE: APRIL 2019
DRAWING NUMBER: PAGE 6

Location CITY OF UKIAH - VARIOUS LOCATIONS

Project STREET REHABILITATION 2019

Title SPECIFICATION NO.19-08

CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

DRAWN: A.R.S.
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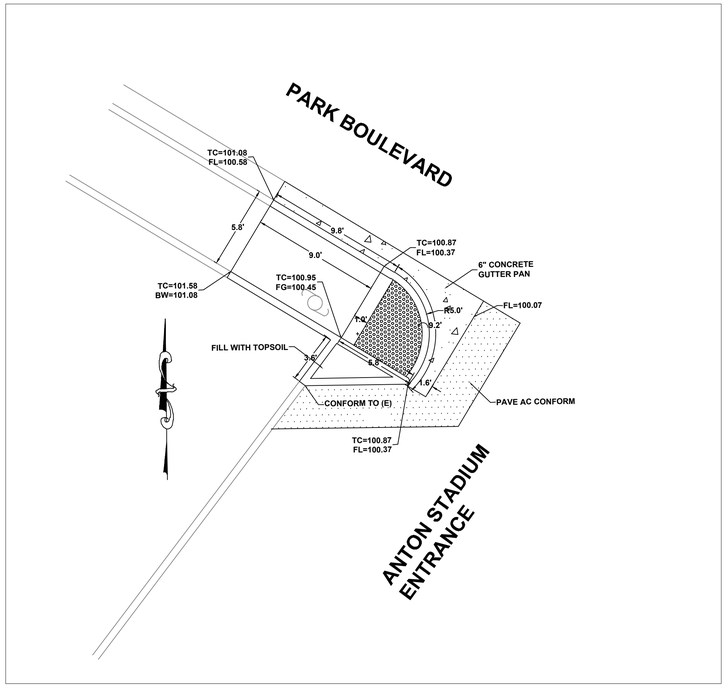

ANTON STADIUM ENTRANCE
(NORTHWEST CORNER)

SCALE 1"=5'

NOT FOR BIDDING

SCALE: AS SHOWN
DATE: APRIL 2019
DRAWING NUMBER: PAGE 7

Location CITY OF UKIAH - VARIOUS LOCATIONS

Project STREET REHABILITATION 2019

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CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

City of Ukiah

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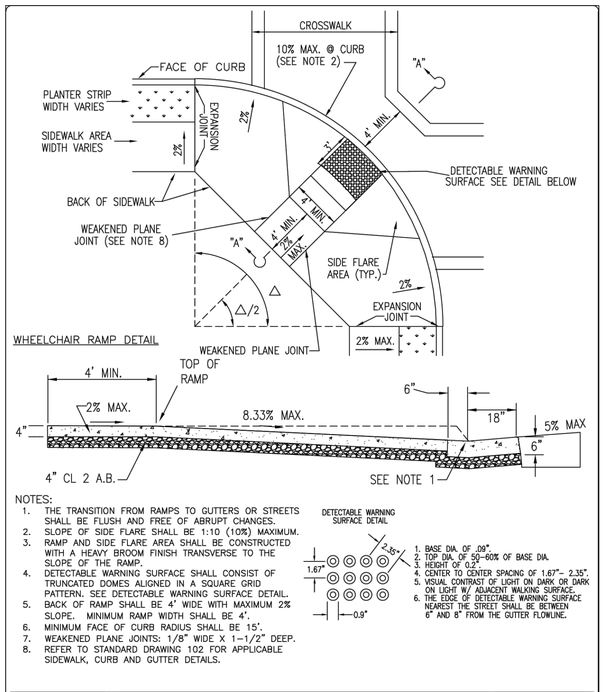


NOTES:
1. THE TRANSITION FROM RAMPS TO GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
2. SLOPE OF SIDE FLARE SHALL BE 1:10 (10%) MAXIMUM.
3. RAMP AND SIDE FLARE AREA SHALL BE CONSTRUCTED WITH A HEAVY BROOM FINISH TRANSVERSE TO THE SLOPE OF THE RAMP.
4. DETECTABLE WARNING SURFACE SHALL CONSIST OF TRUNCATED DOMES ALIGNED IN A SQUARE GRID PATTERN. SEE DETECTABLE WARNING SURFACE DETAIL.
5. BACK OF RAMP SHALL BE 4' WIDE WITH MAXIMUM 2% SLOPE. MINIMUM RAMP WIDTH SHALL BE 4'.
6. MINIMUM FACE OF CURB RADIUS SHALL BE 15'.
7. WEAKENED PLANE JOINTS: 1/8" WIDE X 1-1/2" DEEP.
8. REFER TO STANDARD DRAWING 102 FOR APPLICABLE SIDEWALK, CURB AND GUTTER DETAILS.

1. BASE DIA. OF .08"
2. TOP DIA. OF 50-60% OF BASE DIA.
3. HEIGHT OF 0.2"
4. CENTER TO CENTER SPACING OF 1.67"- 2.35".
5. VISUAL CONTRAST OF LIGHT ON DARK OR DARK ON LIGHT W/ ADJACENT WALKING SURFACE.
6. THE EDGE OF DETECTABLE WARNING SURFACE NEAREST THE STREET SHALL BE BETWEEN 6" AND 8" FROM THE GUTTER FLOWLINE.

City of Ukiah

DESIGN AND CONSTRUCTION STANDARDS

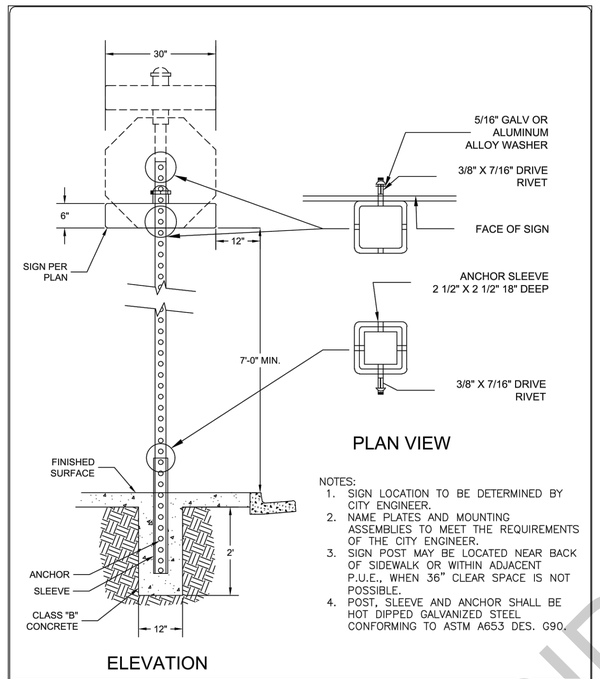
WHEELCHAIR RAMP DETAIL

DRAWING NO. 111

DRAWN BY: A.S.

TIM ERIKSEN, PUBLIC WORKS DIRECTOR / CITY ENGINEER

JAN. 2018 - NTS



NOTES:
1. SIGN LOCATION TO BE DETERMINED BY CITY ENGINEER.
2. NAME PLATES AND MOUNTING ASSEMBLIES TO MEET THE REQUIREMENTS OF THE CITY ENGINEER.
3. SIGN POST MAY BE LOCATED NEAR BACK OF SIDEWALK OR WITHIN ADJACENT P.U.E., WHEN 36" CLEAR SPACE IS NOT POSSIBLE.
4. POST, SLEEVE AND ANCHOR SHALL BE HOT DIPPED GALVANIZED STEEL CONFORMING TO ASTM A653 DES. G90.

City of Ukiah

DESIGN AND CONSTRUCTION STANDARDS

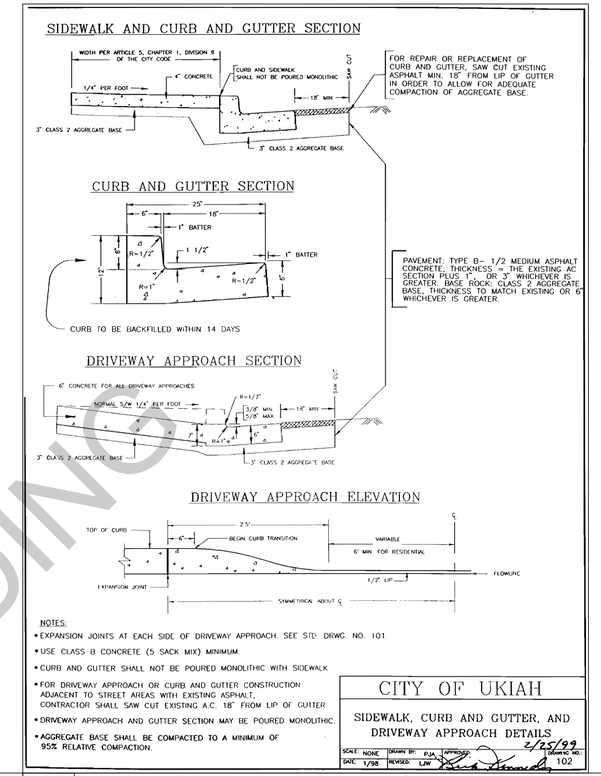
TYPICAL STREET NAME & STOP SIGN, REMOVABLE POST DETAIL

DRAWING NO. 120

DRAWN BY: A.S.

TIM ERIKSEN, PUBLIC WORKS DIRECTOR / CITY ENGINEER

JAN. 2019 - NTS



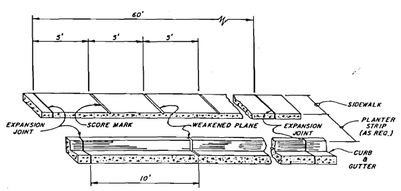
NOTES:
- EXPANSION JOINTS AT EACH SIDE OF DRIVEWAY APPROACH. SEE STD. DRWG. NO. 101.
- USE CLASS B CONCRETE (5 SACK MIX) MINIMUM.
- CURB AND GUTTER SHALL NOT BE POURED MONOLITHIC WITH SIDEWALK
- FOR DRIVEWAY APPROACH OR CURB AND GUTTER CONSTRUCTION ADJACENT TO STREET AREAS WITH EXISTING ASPHALT, CONTRACTOR SHALL SAW CUT EXISTING A.C. 18" FROM LIP OF GUTTER
- DRIVEWAY APPROACH AND GUTTER SECTION MAY BE POURED MONOLITHIC.
- AGGREGATE BASE SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION.

CITY OF UKIAH

SIDEWALK, CURB AND GUTTER, AND DRIVEWAY APPROACH DETAILS

SCALE: NONE	DRAWN BY: PJA	APPROVED: 2/25/99	DRAWING NO.:
DATE: 1/98	REVISED: LJW		102

111	WHEELCHAIR RAMP	NTS	120	STREET NAME & STOP SIGN	NTS
102	SIDEWALK, CURB AND GUTTER, AND DRIVEWAY APPROACH	NTS			



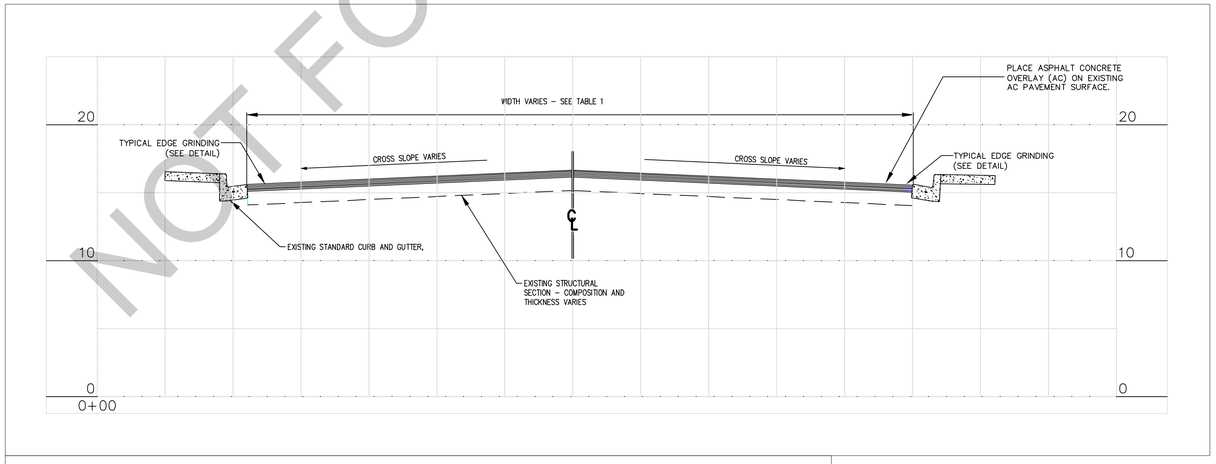
NOTES (See STD. DRG. NO. 102.)

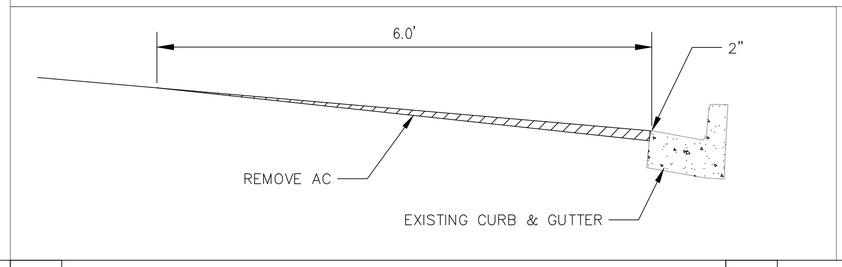
1. Weakened Plane - 1/8" Wide x 1" Deep in sidewalk, (1/8" Wide x 1-1/2" Deep in curb and gutter. (10' on center)
2. Expansion Joints - Material to be 1/2" thick premolded joint filler, full thickness of concrete. Approved mechanical joints may be used in walks in lieu of expansion joints. Expansion joints shall be placed in the sidewalk at the same location as those in the curb and gutter, when the sidewalk is adjacent to the curb and gutter, unless otherwise directed by the Engineer. Distance between joints 60 feet. Expansion joints shall be installed in the curb & gutter at all curb returns, and also at all driveways.
3. Score Marks - In sidewalk 5' on center. In sidewalk 6' or more in width, longitudinal score marks along center of walk. In areas with existing sidewalk, score marks to match existing, or shall meet the approval of the City Engineer.
4. Class "B" concrete shall be used.
5. Relative compaction for aggregate base material 90%
6. Weakened Plane shall be made at both sides of vaults and catch basins from back of curb to back of sidewalk.

CITY OF UKIAH

SCORE MARK DETAILS FOR SIDEWALK, CURB, CURB & GUTTER

Scale: NONE	Drawn By: ML	Approved By:	Drawing No.
Date: 8-13-95	Revised: 8-96		101





101	SCORE MARK FOR SIDEWALK, CURB & GUTTER	NTS	-	2" EDGE GRIND AND OVERLAY PROFILE	NTS

NOT FOR BIDDING

SCALE: AS SHOWN
DATE: APRIL 2019
DRAWING NUMBER: PAGE 8

Location CITY OF UKIAH - VARIOUS LOCATIONS

Project STREET REHABILITATION 2019

Title SPECIFICATION NO.19-08

CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

City of Ukiah

DRAWN: A.R.S.
CHECKED BY: T.E.
JOB NUMBER: SPEC NO.19-08
DRAWING FILE: S:\PUBLIC WORKS\AUTOCAD\CURB RAMP\CURB RAMPS 2019\STREET REHABILITATION PROJECT 2019.DWG

STREET QUANTITIES

STREET NAME	FROM	TO	TYPE	FIELD LENGTH (FT)	WIDTH (FT)	AREA (SF)	ASPHALT CONCRETE (TONS)	EDGE GRINDING (CY)	CONFORM GRINDING (CY)	SEWER CLEAN OUT (EA)	SEWER/STORM MH (EA)	VB & CL MON (EA)	NON-REFLECTIVE WHITE MARKERS (LF)		REFLECTIVE MARKERS - BLUE (EA)
													YELLOW	WHITE	
GARRETT DRIVE	ELM ST.	BUSH ST.	2" OVERLAY	878	36	31,603	403	33.2	11.3	0	2	5	0	0	1
NORTH BUSH STREET	LOW GAP RD.	N/LIMIT FRANK ZEEK	2" OVERLAY	1444	45	64,980	828	54.6	14.2	1	4	12	0	0	3
PARK BOULEVARD	CLUBHOUSE DR.	S/SIDE WALNUT AVE.	2" OVERLAY	413	54	22,310	284	15.6	17.0	0	2	6	0	0	0
PLUM DRIVE	PEACH ST.	ORCHARD AVE.	2" OVERLAY	642	36	23,106	295	24.2	11.3	1	2	4	0	0	2
SOUTH ORCHARD AVENUE	PERKINS ST.	GOBBI ST.	2" OVERLAY	2454	45	110,430	1,408	92.7	14.2	0	19	20	2210	360	6
STELLA DRIVE	ORCHARD AVE.	SOUTH ELBOW	2" OVERLAY	247	36	8,892	113	9.3	11.3	0	3	0	0	0	0
WARREN DRIVE	PERKINS ST.	PEACH ST.	2" OVERLAY	988	36	35,568	453	37.3	11.3	0	3	4	0	0	1
					TOTAL	**296,889**	**3,785**	**267**	**91**	**2**	**35**	**51**	**2,210**	**360**	**13**

STRIPING QUANTITIES

STREET NAME	FROM	TO	BROKEN 4"	SOLID 4"		DOUBLE	SOLID 8"	CROSSWALK THERMOPLASTIC (LF)	CROSSWALK THERMOPLASTIC (LF)	CROSSWALK THERMOPLASTIC (SF)	CROSSWALK THERMOPLASTIC (SF)	STOP BAR THERMOPLASTIC (LF)	PED X-ING	SLOW SCHOOL X-ING	TURN ARROW	STOP MARKING (EA.)	BIKE LANE SYMBOL
													WARNING & DIRECTIONAL				
			YELLOW	YELLOW	WHITE	YELLOW	WHITE	WHITE	YELLOW	WHITE LADDER	YELLOW LADDER	WHITE	WHITE	YELLOW	WHITE	WHITE	WHITE
GARRETT DRIVE	ELM ST.	BUSH ST.	0	0	0	0	0	72	0	0	0	36	0	0	0	3	0
NORTH BUSH STREET	LOW GAP RD.	N/LIMIT FRANK ZEEK	1000	0	4400	280	0	0	90	0	0	0	0	0	1	2	3
PARK BOULEVARD	CLUBHOUSE DR.	S/SIDE WALNUT AVE.	177	45	118	335	0	108	0	540	0	0	4	0	0	1	0
PLUM DRIVE	PEACH ST.	ORCHARD AVE.	0	0	0	75	0	0	0	0	0	18	0	0	0	1	0
SOUTH ORCHARD AVENUE	PERKINS ST.	GOBBI ST.	0	0	56	0	60	270	0	0	360	0	0	2	9	0	0
STELLA DRIVE	ORCHARD AVE.	SOUTH ELBOW	0	0	0	0	0	0	0	0	0	18	0	0	0	1	0
WARREN DRIVE	PERKINS ST.	PEACH ST.	0	0	0	0	0	72	0	0	0	0	0	0	0	1	0
		TOTAL	**1,177**	**45**	**4,574**	**690**	**60**	**522**	**90**	**540**	**360**	**72**	**4**	**2**	**10**	**9**	**3**

NOT FOR BIDDING

SCALE: AS SHOWN
DATE: APRIL 2019
DRAWING NUMBER: PAGE 9

Location CITY OF UKIAH - VARIOUS LOCATIONS
Project STREET REHABILITATION 2019
Title SPECIFICATION NO.19-08

CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

DRAWN: A.R.S.
CHECKED BY: T.E.
JOB NUMBER: SPEC NO.19-08
DRAWING FILE: S:\PUBLIC WORKS\AUTOCAD\CURB RAMP\CURB RAMPS 2019\STREET REHABILITATION PROJECT 2019.DWG

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS

FOR

2019 STREET REHABILITATION PROJECT

SPECIFICATION NO. 19-08

NOT FOR BIDDING

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
300 Seminary Avenue
Ukiah, California 95482-5400

Bids Open: **Wednesday, June 6, 2019**
2:00 p.m.
Office of City Clerk

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

MAUREEN MULHEREN – MAYOR

DOUGLAS CRANE – VICE MAYOR

STEPHEN G. SCALMANINI – COUNCIL MEMBER

JIM BROWN – COUNCIL MEMBER

JUAN OROZCO – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – PROCUREMENT MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

NOT FOR BIDDING

Approved By:

_____

Tim Eriksen,
Director of Public Works/City Engineer

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
MAY 2019

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NOT FOR BIDDING

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR 2019 STREET REHABILITATION PROJECT SPECIFICATION NO. 19-08

NOTICE IS HEREBY GIVEN that sealed standard proposals for 2019 STREET REHABILITATION PROJECT will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on June 6, 2019 at which time, or as soon thereafter as possible, they will be publicly opened and read. Bids shall be addressed to the City Clerk and shall be endorsed 2019 STREET REHABILITATION PROJECT" Bids are required for the entire work described herein. No fax bids will be accepted.

ENGINEER'S ESTIMATE OF QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
1	TRAFFIC CONTROL	LS	1
2	MOBILIZATION	LS	1
3	EDGE GRINDING	CY	358
4	ASPHALT CONCRETE FIBER REINFORCED	TON	3,785
5	RAISING MANHOLE TO GRADE	EA	35
6	RAISING VALVE BOXES & CL MONUMENTS TO GRADE	EA	51
7	RAISE SEWER CLEAN-OUT TO GRADE	EA	2
8	THERMOPLASTIC PAVEMENT MARKING (WARNING & DIRECTIONAL)	LS	1
9	APPLY BLUE/WHITE PAVEMENT MARKERS	LS	1
10	APPLY 12" THERMOPLASTIC STRIPING	LF	684
11	APPLY 12" THERMOPLASTIC STRIPING CROSSWALK	SF	900
12	PCC CURB & GUTTER	LF	1,061
13	PCC CURB RAMP	SF	3,465
14	PCC VALLEY GUTTER	SF	2,352
15	PCC CURB AT SIDES AND BACK OF CURB RAMPS	LF	519
16	CONSTRUCTION STAKING	LS	1

NOT FOR BIDDING

Plans and Special Provisions may be inspected and/or copies obtained **for a non refundable fee of $43.00**. Plans and Special Provisions may also be downloaded at no charge from the City's website at www.cityofukiah.com/purchasing. Contact Mary Horger, Procurement Manager, City of Ukiah, 300 Seminary Avenue, Ukiah, California 95482-5400. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger at (707) 463-6233 or at fax phone (707) 313-3621.

The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid by a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right, but not the obligation, to waive any irregularity or failure to strictly comply with the bidding requirements, that the City determines in the reasonable exercise of its discretion does not provide the bidder with a competitive advantage over other bidders.
No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 except as allowed under Labor Code section 1771.1(a). The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the DIR.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the DIR Director has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes for the City of Ukiah. Copies of the General Prevailing Wage Determination are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD/ The prime contractor for the work herein shall

possess a current, valid State of California, Class A (General Engineering) Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California.

Dated:_____ _____

Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES:

NOT FOR BIDDING

INSTRUCTIONS TO BIDDERS

2019 STREET REHABILITATION PROJECT shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the City of Ukiah amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said City. Said check shall be forfeited, or said bond shall become payable to said City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with the City and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the City for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within sixty (60) calendar days. The Contractor will pay to the City the sum of five hundred ($500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

All objections or responses filed not more than 5 days after receipt of the written protest will be presented to the City Council at its next regular meeting occurring not less than 12 calendar days following the bid opening. The City Council will resolve the bid protest at that meeting based on the written protest, any staff recommendation and all timely written objections and responses. In accordance with the Brown Act, any person may address the City Council on this item during the meeting. The City Council action on the protest shall represent a final decision by the City on the protest.

Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

NOT FOR BIDDING

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings. Any bid shall take into consideration that conditions may exist underground or otherwise that are not known to the City or easily detected during a site inspection that could impact the time or cost of completing the project. The City expects the bids to anticipate such conditions so that it can know for budgeting and other purposes the total cost to complete the project before accepting a bid and undertaking the legal obligation to construct the project. In awarding the contract the City relies on the contractor's representation that its bid anticipates differing site conditions and the additional time or cost that such conditions may necessitate.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and Contract Documents. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

Bidder Inquiries and Questions

Inquiries and questions must be submitted in writing via fax or email to the following designated contact person:

Mary Horger, Procurement Manager
Fax: (707) 313-3621
Email: mhorger@cityofukiah.com

The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

NOT FOR BIDDING

Location of the Work

All of the work to be performed is within the City of Ukiah.

STREET NAME	FROM	TO
GARRETT DRIVE	ELM ST.	BUSH ST.
NORTH BUSH STREET	LOW GAP RD.	N/LIMIT FRANK ZEEK
PARK BOULEVARD	CLUBHOUSE DR.	S/SIDE WALNUT AVE.
PLUM DRIVE	PEACH ST.	ORCHARD AVE.
SOUTH ORCHARD AVENUE	PERKINS ST.	GOBBI ST.
STELLA DRIVE	ORCHARD AVE.	SOUTH ELBOW
WARREN DRIVE	PERKINS ST.	PEACH ST.

Curb ramp constructin locations are at the following locations:

1	PARK BLVD. AT ANTON STADIUM	WEST
2	PARK BLVD AT WALNUT AVE.	SE
3	N. BUSH STREET AT ARLINGTON DRIVE	NW
4	N. BUSH STREET AT ARLINGTON DRIVE	SW
5	GARRETT DRIVE AT BUSH STREET	NE
6	GARRETT DRIVE AT BUSH STREET	SE
7	GARRETT DRIVE AT LOCKWOOD DRIVE	NE
8	GARRETT DRIVE AT LOCKWOOD DRIVE	NW
9	GARRETT DRIVE AT LOCKWOOD DRIVE	SW
10	GARRETT DRIVE AT LOCKWOOD DRIVE	SE
11	GARRETT DRIVE AT ELM STREET	NE
12	GARRETT DRIVE AT ELM STREET	NW
13	GARRETT DRIVE AT ELM STREET	SE
14	GARRETT DRIVE AT ELM STREET	SW
15	WARREN DRIVE AT PERKINS STREET	SW
16	WARREN DRIVE AT PERKINS STREET	SE
17	WARREN DRIVE AT STELLA DRIVE	NE
18	WARREN DRIVE AT STELLA DRIVE	SE
19	WARREN DRIVE AT PEACH STREET	NW
20	WARREN DRIVE AT PEACH STREET	NE
21	ORCHARD AT STELLA DRIVE	NW
22	ORCHARD AT STELLA DRIVE	SW
23	ORCHARD AVE. AT GIBSON CREEK	EAST
24	ORCHARD AVE. AT GIBSON CREEK	WEST
25	ORCHARD AVE. AT PEACH STREET	NW
26	ORCHARD AVE. AT PEACH STREET	SW
27	ORCHARD AVE. AT PLUM STREET	NW
28	ORCHARD AVE. AT PLUM STREET	SW
29	ORCHARD AVE. AT KINGS CT. (2 RAMPS)	NE
30	ORCHARD AVE. AT KINGS CT.	SE
31	PLUM DRIVE AT PEACH STREET	SW
32	PLUM DRIVE AT PEACH STREET	SE

NOT FOR BIDDING

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

1-01. Definitions. Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning given:

a. "City of Ukiah" or "City" shall mean the City of Ukiah, Mendocino County, California, acting through its City Council or any other board, body, official or officials to which or to whom the power belonging to the Council shall by virtue of any act or acts, hereafter pass or be held to appertain.

b. "Engineer" shall mean the Engineer duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.

c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him or her or them.

d. "Contractor" shall mean the party entering into contract with the City of Ukiah for the performance of work covered by this contract and his or her authorized agents or legal representatives.

e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the City or its duly authorized representatives.

f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.

g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.

h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the City, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to the City if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.

i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Engineer is intended unless stated otherwise.

As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permissive.

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefor. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.

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1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, endorsed as specified in the notice to bidders. Bidders are warned against making erasures or alterations of any kind and proposals which contain omissions, erasures, conditions, alterations, additions not called for, additional proposals or irregularities of any kind may be rejected.

1-04. Withdrawal of Bids. Any bid may be withdrawn at any time prior to the hour fixed in the notice to bidders for the openings of bids, provided that a request in writing, executed by the bidder or his or her duly authorized representative, for the withdrawal of such bid is filed with the City. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

1-05. Public Opening of Bids. Bids will be opened and read publicly at the time and place indicated in the notice to bidders. Bidders or their agents are invited to be present.

1-06. Bid Guaranty. Each bid must be accompanied by a certified check, cashier's check or bidder's bond executed by an admitted surety insurer, payable to the order of the City of Ukiah in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

1-07. Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. A statement setting forth this experience and business standing shall be submitted by each bidder on the form provided herewith. It is the intention of the City to award a contract only to a bidder who furnishes satisfactory evidence that he or she has the requisite experience and ability and that he or she has sufficient capital, facilities and equipment to enable him or her to prosecute the work successfully and promptly within the time and in the manner agreed.

In determining the degree of responsibility to be credited to a bidder, the City may weigh evidence that the bidder or his or her personnel charged with the responsibility in the work, has performed satisfactorily other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

1-08. Disqualification of Bidders. More than one bid from an individual business, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is financially interested in more than one bid for the work will cause the rejection of all bids in which he or she is so interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

1-09. Identification of Subcontractors. All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following) and shall set forth:

> (a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

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(b) The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.

1-10. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 11, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-06 of these Special Provisions.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Award of Contract. Award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within thirty (30) days after opening of the bids. The City reserves the right to reject any and all bids and to waive any irregularity in the proposal not pertaining to cost.

2-02. Return of Proposal Guaranties. All bid guaranties will be held until the contract has been fully executed, after which they will be returned upon request to the respective bidders whose bids they accompany.

2-03. Execution of Contract. The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the City; one copy shall be filed with the City and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the City.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments. Neither the inspection by the Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the City or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the City, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time. The granting of any extension of time on account of delays which, in the judgement of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

3-03. Extra Work. If extra work orders are given in accordance with provisions of this contract, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

3-04. Assignment of Contract. The contract may be assigned or sublet in whole or in part only upon the written consent of the City acting through its authorized agents. Consent will not be given to any proposed assignment which would relieve the original contractor or its surety of their responsibilities under the contract nor will the Engineer consent to any assignment of a part of the work under the contract.

3-05. Subcontractors. The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract which are applicable to the work of subcontractors.

Nothing contained in this contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the City and no action may be brought by any subcontractor against the City based on this contract.

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between

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the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Liability of City Officials. No city official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

3-08. Dispute Resolution. Claims of $375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

4-02. Material and Labor Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the City in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in an amount not less than 5 percent (5%) of the final contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the City against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS (WITH CONSTRUCTION RISKS)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

5-01. Minimum Scope of Insurance

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Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for “all risks” of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury and property damage.

4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

6. Course of Construction policies shall contain the following provisions:
   a.) The City shall be named as loss payee.
   b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-06. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the City or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site. During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings and any such thing given to the said representatives or delivered at the Contractor's office at the site of work in his or her absence shall be deemed to have been given to the Contractor.

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or

liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

6-05. Protection of Persons and Property. The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of City Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the City, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention,

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article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the City or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property. The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the City nor any of its agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits. The Contractor shall secure and pay for all permits, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License. The City of Ukiah will issue a no fee encroachment permit to the Contractor allowing him or her to perform work within City right of way or within City property after the Contract Documents have been executed and insurance certificates and endorsements have been approved by the City.

6-09. Construction Utilities. The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans. The approval by the Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the City shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Engineer.

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor’s attention is directed to Section 7-03 of these Special Provisions.

6-14. Assistance to Engineer. At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

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6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned material or work may be removed by the City and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions. If the Contractor, in the course of the work, finds any errors or omissions in plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the plans and the physical conditions of the locality, he or she shall immediately inform the Engineer, in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. he or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the City in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Engineer and recover from the City payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Engineer.

(1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.

(2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.

(3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the City and the Engineer, then such right shall lapse until another occasion arises according to this section.

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

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1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.

2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, $50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.

4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.

5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

6. Travel and Subsistence Payments.

   Contractor shall make travel and subsistence payments to each workman needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

7. Apprentices.

   Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

   Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

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On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty. All work shall be guarantied for a period of one year from the date of acceptance by the City. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

The City is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the final contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

6-24. Public Notification. The contractor shall be responsible for all public notification regarding construction work within the subject intersection, including detours, lane and street closures, hours of operations, and notification of effected commercial businesses within 1000 feet of the construction. For any business impacted by construction, the contractor shall provide adequate sized on-site signage indicating that businesses are open during construction for pedestrian traffic. The contractor shall prepare public noticing via the newspaper, radio announcements, notification of the emergency vehicle agencies, public transit, school buses, County of Mendocino offices, the high school, junior high school, elementary schools effected by potential detours and street closures, with recommended alternate routes of travel. Through street access from will be restricted to businesses and residents only during construction days. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval prior to noticing the public. All public noticing shall be performed a minimum of one week prior to instituting traffic control, and lane or street closures.

The tentative construction schedule shall be included in the public noticing, and the use of temporary traffic signalization of the intersection shall be noted All road closures, detour routes, and traffic control including temporary lane closure plans shall be submitted by the Contractor to the City Engineer for approval prior to public noticing and use.

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SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

7-02. Inspection. The City will provide engineering personnel for the inspection of the work.

The Engineer and his or her representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

If the Special Provisions, the Engineer's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If such work is not in accordance with the contract documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys. Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

7-04. Rights-of-Way. The City will provide all necessary rights-of-way and easements in or beneath which work will be performed by the Contractor under this contract.

7-05. Retention of Imperfect Work. If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he or she shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or $5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

The order of such additions, omissions, corrections, alterations and modifications shall be in writing and signed by the Engineer and, in order, shall then be binding upon the Contractor. The Contractor shall proceed with the work as changed and the value of such change shall be determined as provided for in section 10-07 of these Special Provisions.

Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7-07. Additional Drawings by City. The drawings made a part of this contract at the time of its execution are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the contract drawings and the Contractor shall make his or her work conform to all such drawings.

7-08. Additional and Emergency Protection. Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under

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this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the Engineer, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

7-09. Suspension of Work. The City may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor so to do. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the City does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-01. General Quality. Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship

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obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Engineer.

8-04. Source of Materials. Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

8-05. Storage of Materials. Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

8-06. Drawings, Samples and Tests. As soon as possible after execution of the contract, the Contractor shall submit to the Engineer, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of these Special Provisions and Drawings. If the information thus submitted indicates the equipment or materials is acceptable, the Engineer will return one copy stamped with his or her approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Engineer.

When requested by the Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by the Engineer. Samples shall be secured and tested whenever necessary to determine the quality of the material.

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SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

9-02. Time of Completion. The Contractor shall promptly begin the work under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the

Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

9-04. Unavoidable Delays. Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the City changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the City will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work.

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

9-06. Extension of Time. Should any delays occur which the Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Engineer within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the Engineer within 45 days of the occurrence unless the Engineer specifies in writing a longer period. All claims for a time extension must be approved by the Engineer and incorporated into a written change order.

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by

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the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars ($25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT

10-01. Certification by Engineer. All payments under this contract shall be made upon the presentation of certificates in writing from the Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment. The Engineer shall, within the first seven (7) days of each month, make an estimate of the value of the work performed in accordance with this contract during the previous calendar month.

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

The estimate shall be signed by the Engineer and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Pubic Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.

(c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

(d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central

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Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars ($500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.

(h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

(i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

(j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

(k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.

(l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with City or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of City, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by City or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared and executed by City, the Contractor and the escrow agent, which may be City. The escrow agreement shall specify, among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow. City shall have no obligation to enter any such Agreement that does not provide the City with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the

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actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. The Engineer shall, as soon as practicable after the final acceptance of the work done under this contract, make a final estimate of the amount of work done thereunder and the value thereof.

Such final estimate shall be signed by the Engineer, and after approval, the City shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments. Should any payment due the Contractor or any estimate be delayed, through fault of the City beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the City shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the Engineer and approved by the City increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D,"Extra Work", and Section 9-1.03,"Force Account Payment" of the Standard Specifications.

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This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of five hundred dollars ($500.00) per day for each and every calendar day's delay beyond the time prescribed.

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Claims Procedure Required by Public Contract Code Section 9204. This section shall apply to any claim by the Contractor arising in connection with this project in accordance with Public Contract Code Section 9204.

a. For purposes of this section "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under this contract.

(B) Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

b.

(A) Upon receipt of a claim pursuant to this section, the City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and the contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The Contractor shall furnish reasonable documentation to support the claim.

(C) If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does

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not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph (3) shall apply.

(2)

(A) If the Contractor disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to in writing by the City and the Contractor, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(3) Failure by the City to respond to a claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the Contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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c. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

11-04. Litigation and Forum Selection. Contractor and City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

Except as otherwise expressly provided by law, the parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract. The City disclaims an express or implied warranty that the plans and specifications identify all site conditions that could affect the time or cost to complete the Work.

11-05. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

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TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-02. Arrangement of Plans. The Plans consist of two (9) sheets numbered 1 through 9 and they are hereby made a part of the Contract Documents.

12-03. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-04. Permits. The Contractor shall obtain and pay for all permits required to complete this work except the required encroachment permit. The Contractor shall obtain an encroachment permit from the Public Works Department at no cost prior to the start of the Work. The encroachment permit will not be issued until the Contract Agreement and bonds have been executed, submitted, and accepted by the City and all insurance endorsements have been submitted to and accepted by the City's Risk Manager.

12-05. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, 2010, are hereby made a part of these Technical Specifications, and are hereinafter referred to as "Standard Specifications" and "Standard Plans."
Whenever the following terms are used in the Standard Specifications and the Standard Plans, they shall be understood to mean and refer to the following:
Department or Department of Transportation - The City Council.
Director of Public Works - The City of Ukiah Director of Public Works/City Engineer.
Engineer - The Engineer, designated by the Director of Public Works, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Laboratory - The designated laboratory authorized by the City of Ukiah to test materials and work involved in the contract.
State - The City of Ukiah
Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the California Standard Specifications.
In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (City) Special Provisions (Technical Specifications)
2. (City) Project Plans
3. City Standard Plans and Details
4. California Standard Plans
5. California Standard Specifications

12-06. Temporary Facilities. All temporary facilities are the responsibility of the Contractor and the removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the installation and removal of the Contractor's temporary facilities.

12-07. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass through the work.

The Contractor shall post notice(s) at the job sites a minimum of 72 hours in advance of working at the site, indicating the date and times that street parking will be prohibited. This notice shall be placed in obvious locations and be spaced no further than 250 feet apart along the length of the project site and on each side of the affected street. The Contractor shall also provide and place door hangers at all houses adjacent to working

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area. The door hanger notification shall be in writing and it shall be submitted to the Engineer for approval a minimum of 5 working days prior to the proposed public notification. Full cost for "Public Convenience and Safety" shall be considered as included in the various items of work and no additional compensation will be made.

12-08. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," and 7-1.095, "Flagging Costs," of the California Standard Specifications.
Streets shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.
Full costs for "Maintaining Traffic", including "Flagging Costs", shall be considered as included in the various items of work and no additional compensation will be made.
Street Closures shall conform to the provisions in the section of these Special Provisions entitled "Traffic Control System for Street Closure."

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
The full width of the traveled way shall be opened for use by public traffic on Saturdays, Sundays, and designated City holidays, after 3:00 p.m. Fridays and the day preceding designated City holidays, and when construction operations are not actively in progress.

Designated City holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, the second Monday in November, Thanksgiving Day, the day following Thanksgiving Day, December 24th, December 25th, December 30th, December 31st. When a designated City holiday falls on a Sunday, the following Monday shall be a designated City holiday. When a designated City holiday falls on a Saturday, the preceding Friday shall be a designated City holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.
The fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished and installed by the Contractor, at his expense, to conform to the provisions in said Section 7-1.09, and in addition to any construction area traffic control devices for which payment is provided for elsewhere in the specifications.

At the end of each working day if a difference in excess of 2 inches exists between the elevation of the existing pavement between lines, the contractor shall furnish and place portable delineators along said drop-off. "Do Not Pass" signs shall also be placed at 500 feet intervals when delineators are required. Full compensation for furnishing and placing delineators and signs shall be considered as included in the various items of work and no additional compensation will be allowed.

The fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished and installed by the Contractor, at his expense, to conform to the provisions in said Section 7-1.09, and in addition to any construction area traffic control devices for which payment is provided for elsewhere in the specifications.

Payment. Full costs for "Maintaining Traffic", including "Flagging Costs" shall be considered as part of the lump sum payment for Traffic Control System and no additional compensation will be made.

12-09. Traffic Control System for Street Closure. A traffic control system shall consist of closing streets in accordance with the Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, and provisions under "Maintaining Traffic" elsewhere in these Special Provisions.

The provisions in this section will not relieve the Contractor of their responsibilities that may be necessary to comply with the provisions in Section 12-08, "Public Safety", of the Standard Specifications.

The base material of construction area signs may be plywood in City Right-of-Way, but shall not be plywood in the State Right-of Way.

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The contractor shall develop and submit to the Engineer for approval a Traffic Control Plan a minimum of one week before beginning construction. The Traffic Control Plan shall show the planned method of traffic control during construction.

The following information shall be included in the Traffic Control Plan:

- Sequencing of construction
- Street layout, with street names and direction of flow
- Location and types of construction area signs (including pedestrian notification)
- Locations of barriers or other traffic control devices
- Location of flaggers
- A contingency plan for how to handle emergency vehicles

The Contractor shall not begin construction at the site until the Traffic Control Plan is reviewed and approved by the Engineer. The City reserves the right to delay the contractor's operations until such time that a Traffic Control Plan has been reviewed and approved by the Engineer.

If any component in the traffic control system is damaged, displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When street closures are made for work periods only, at the end of each work period, all components of the traffic control system shall be removed from the traveled way and shoulder. If the contractor so elects, said components may be stored at select central locations, approved by the Engineer, within the limits of the street right-of-way.

Payment. The contract lump sum price paid for traffic control shall include full compensation for furnishing a Traffic Control Plan, furnishing all labor, materials (including signs), tools, equipment, and incidentals and for doing all the work involved in placing, removing, storing, maintaining and moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

12-10. Stream Pollution. The Contractor shall exercise precaution to limit the muddying or silting of live streams and drainage channels to the maximum extent practicable, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.
The Contractor's attention is also directed to Section 7-1.01G, "Water Pollution," of the Standard Specifications and to Section 13, "Water Pollution Control", of the Construction Details Section concerning the requirement for submittal to the Engineer for approval a written program for the control of pollution to adjacent drainage courses during the construction of the project. Said written program shall include the erosion control provisions required by Section 13, "Temporary Erosion Control", of these Construction Details."

12-11. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one year from the date of final acceptance. The Contractor shall replace promptly and at his own expense any materials and/or workmanship that are faulty or defective during this warranty period.

12-12. Utilities. The owner will not arrange water, sewer or electrical services for construction. It is the Contractor's sole responsibility to arrange such services as necessary with the applicable utility provider(s).

12-13. Dust Control. Dust control shall conform to the provisions of Section 10 of the Standard Specifications. Full compensation for dust control shall be considered as included in the prices paid for the various contract items and no additional compensation will be made therefore. This includes the application of water for the purpose of controlling dust caused by public traffic within the project area. The Contractor may at his option use dust palliative in accordance with the provisions of Section 18, "Dust Palliative'" of the Standard Specifications

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except that the full compensation for applying dust palliative shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be made therefore.

All active construction areas shall be watered at least twice daily and more often during hot or windy periods. The active areas adjacent to the apartment complexes shall be kept damp at all times. Hauling trucks shall be covered or at least a two-foot freeboard shall be maintained.

Unpaved access roads, parking areas for construction equipment and construction employee vehicles, staging areas, and storage areas shall be paved or shall receive the application of either water twice daily or non-toxic soil stabilizers. All paved access roads, parking areas, staging areas, storage areas, and public roads impacted by the work of the project shall be swept daily with street sweepers equipped with water spray to remove soil materials that have been deposited on these surfaces by reason of the work.

The Contractor shall enclose, cover, or water twice daily or apply non-toxic soil stabilizers or install erosion control blankets to or on exposed stockpiles, embankment slopes, and cut slopes. Traffic speeds on unpaved surfaces shall be limited to a maximum speed of 15 mph

12-14. Noise Control. The Contractor's attention is directed to the provisions of section 7.1.01I, "Sound Control Requirements", of the Standard Specifications and Section 9.08, Saturday, Sunday, Holiday, and Night Work, of these General Conditions concerning the control of noise emissions and authorized work hours and days. Between 7:00 a.m. and 7:00 p.m., noise from Contractor's operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dB at a distance of 50 feet from the noise source.

The City shall provide a Noise Disturbance Coordinator who shall be responsible for acting on any local complaints concerning the construction noise being generated by reason of the work of the project. The Contractor shall conspicuously post a telephone number for the Noise Disturbance Coordinator at the construction site and he shall include it in the construction schedule notice to be provided to the residents. The Noise Disturbance Coordinator shall investigate the noise complaint allegations and shall require the Contractor to implement reasonable measures to mitigate the noise level in accordance with the requirements of these General Conditions and of the Standard Specifications.

The Contractor shall locate all stationary noise generating construction equipment such as air compressors and generators as far as practical from the nearby residences and other noise sensitive land uses. The noise source shall be acoustically shielded when practical. The Contractor shall prohibit unnecessary idling of internal combustion engines.

12-15. Watering. The application of water and the developing of a water supply shall be performed in accordance with the provisions of Section 17, "Watering," of the Standard Specifications except as modified by these Special Provisions. Full compensation for applying water where called for or as directed by the Engineer and for developing the water supply shall be considered as included in the prices paid for the various contract items and no additional compensation will be made therefore. The Contractor is advised that water may be obtained from fire hydrants within the project area under permit with the City's Public Works Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at the City of Ukiah, 300 Seminary Avenue, phone (707) 463-6228.

12-16. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, work schedule, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12-17. Progress Schedule. Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

12-18. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

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SECTION 13 - CONSTRUCTION DETAILS

13-01. Location and Scope of Work.

The work involves edge grinding and applying 2” AC overlay over existing asphalt concrete pavement:

STREET NAME	FROM	TO
GARRETT DRIVE	ELM ST.	BUSH ST.
NORTH BUSH STREET	LOW GAP RD.	N/LIMIT FRANK ZEEK
PARK BOULEVARD	CLUBHOUSE DR.	S/SIDE WALNUT AVE.
PLUM DRIVE	PEACH ST.	ORCHARD AVE.
SOUTH ORCHARD AVENUE	PERKINS ST.	GOBBI ST.
STELLA DRIVE	ORCHARD AVE.	SOUTH ELBOW
WARREN DRIVE	PERKINS ST.	PEACH ST.

Curb ramp construction locations are at the following locations:

1	PARK BLVD. AT ANTON STADIUM	WEST
2	PARK BLVD AT WALNUT AVE.	SE
3	N. BUSH STREET AT ARLINGTON DRIVE	NW
4	N. BUSH STREET AT ARLINGTON DRIVE	SW
5	GARRETT DRIVE AT BUSH STREET	NE
6	GARRETT DRIVE AT BUSH STREET	SE
7	GARRETT DRIVE AT LOCKWOOD DRIVE	NE
8	GARRETT DRIVE AT LOCKWOOD DRIVE	NW
9	GARRETT DRIVE AT LOCKWOOD DRIVE	SW
10	GARRETT DRIVE AT LOCKWOOD DRIVE	SE
11	GARRETT DRIVE AT ELM STREET	NE
12	GARRETT DRIVE AT ELM STREET	NW
13	GARRETT DRIVE AT ELM STREET	SE
14	GARRETT DRIVE AT ELM STREET	SW
15	WARREN DRIVE AT PERKINS STREET	SW
16	WARREN DRIVE AT PERKINS STREET	SE
17	WARREN DRIVE AT STELLA DRIVE	NE
18	WARREN DRIVE AT STELLA DRIVE	SE
19	WARREN DRIVE AT PEACH STREET	NW
20	WARREN DRIVE AT PEACH STREET	NE
21	ORCHARD AT STELLA DRIVE	NW
22	ORCHARD AT STELLA DRIVE	SW
23	ORCHARD AVE. AT CREEK	EAST
24	ORCHARD AVE. AT CREEK	WEST
25	ORCHARD AVE. AT PEACH STREET	NW
26	ORCHARD AVE. AT PEACH STREET	SW
27	ORCHARD AVE. AT PLUM STREET	NW
28	ORCHARD AVE. AT PLUM STREET	SW
29	ORCHARD AVE. AT KING CT.	NE
30	ORCHARD AVE. AT KING CT.	SE
31	PLUM DRIVE AT PEACH STREET	SW
32	PLUM DRIVE AT PEACH STREET	SE

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The Contractor should familiarize himself with the local conditions of the project site. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Mary Horger at (707) 463-6233.

13-02. Preservation of Property. The contractor shall conform to the provisions of Section 7-1.11, "Preservation of Property" of the Standard Specifications and to these Special Provisions. All costs to the Contractor for protecting, removing, modifying, relocating and restoring existing improvements shall be considered as included in the contract prices paid for the various items of work and no additional allowances will be made therefore.

Payment Full compensation for complying with this section of the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-03. Watering. Developing water supply and applying shall conform to the provisions in Section 17 of the Standard Specifications and these Special Provisions. Water shall not be obtained from any of the nearby property owners without their written permission.

Payment. Full compensation for developing and applying water conforming to the above requirements shall be considered as included in the prices paid for the various contract items of work requiring water, and no additional compensation will be allowed therefore.

13-04. Protection/Replacement of Valve Boxes; Manhole Frames and Covers. Existing valve boxes and storm drain and sanitary sewer manhole frames and covers within the limits of work that will involve asphalt concrete overlays shall be either removed and stored prior to the asphalt concrete overlay work or be protected in place at the option of the Contractor. If the items are removed and stored, the Contractor shall place traffic rated covers over the resulting cavity to protect the remaining valve and manhole and the general public prior to and after the paving operations and until the valve boxes or manhole frames and covers are re-installed where they were originally located. Valve boxes that have been removed and stored shall be reset and adjusted to the new pavement grades pursuant to the requirements shown on the City Standard Drawing 307. Should any box be damaged, stolen, or lost during the removal and storage period or should the Contractor fail to properly protect the boxes in place, they shall be replaced in like manner at the Contractor's expense. Valve boxes protected in place shall be adjusted to the new pavement grades, if necessary. Sanitary sewer and storm drain manhole frames and covers that have been removed and stored shall be reset and adjusted to the new pavement grades pursuant to the requirements of City Standard Drawing 201 and Section 15-2.05A, "Frames, Covers, Grates, and Manholes", of the Standard Specifications as modified by these Special Provisions. Should any frame and /or cover be damaged, stolen, or lost during the removal and storage period or should the Contractor fail to properly protect the frame and/or cover in place, they shall be replaced in like manner at the Contractor's expense. Manhole frames and covers that have been protected in place shall be adjusted to the new pavement grades, if necessary.

Measurement. Each valve box and lid and each manhole frame and cover that are either protected in place and adjusted or removed, stored, replaced, and adjusted to grade shall be counted as one complete unit.

Payment. The contract price paid for each valve box and for each manhole frame and cover that are either protected in place and adjusted to grade or removed, stored, replaced, and adjusted to grade shall be full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to perform either protection in place and adjustment to grade or removal, storage, replacement, and adjustment to grade including, but not limited to, referencing, pavement removal and replacement adjacent to the item, traffic control, barricades, temporary traffic lids, disposal of excess materials, and cleanup and no additional compensation will be made therefore.

13-05. Edge Grinding. Edges of the existing roadway structural section shall be removed by edge grinding to the depths and at the locations indicated on the Plans and as directed by the Engineer. Removal of the existing structural section adjacent to existing utility boxes (Section 13-05) and those areas adjacent to valley gutters may require handwork. Any required handwork will be considered grinding. Disposal of the material removed shall be in accordance with Section 13-02 "Existing Highway Facilities" of these Special Provisions.
After the edge grinding is completed, the existing surface is to be swept of loose material. The exposed

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surface, if other than asphalt concrete, shall be graded and compacted in accordance with Section 26 of the Standard Specifications except as provided herein prior to paving.

Measurement. Edge Grinding shall be measured by the calculated in place cubic yards removed based on the pavement surface area and the depth of pavement removal. Edge Grinding in excess of the depth as shown on the plans or as directed by the Engineer will not be paid for.

Payment. The contract price paid per cubic yard for Edge Grinding shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work necessary, including modifying the depth of grinding as specified above, any required handwork, sweeping and the disposal of the materials to complete this item as specified, and no additional compensation will be allowed therefore.

13-06. Hot Mix Asphalt.

13-06.1 General. HMA shall contain high tensile strength aramid fiber reinforcement. HMA shall be provided in accordance with the Standard HMA construction process and conform to Section 39 of the Standard Specifications and as detailed in this specification.

Fiber reinforced HMA is mixture of hot mix asphalt and a high tensile strength aramid fiber blend that has greater resistance to rutting, thermal cracking, fatigue cracking, and reflective cracking as compared to conventional non-fiber asphalt mixes.

13-06.2 Quality Control Plan. Contractor shall establish, implement and maintain a Quality Control Plan (QCP) to ensure materials and work comply with the specifications and the corrective actions required to control the quality of work. The QCP shall comply with these specifications and Section 39-2.02 “Contractor Quality Control” of the Standard Specifications.

Contractor shall attend a pre-paving conference with the Engineer to discuss methods of performing the production and paving work and how quality control will be performed throughout.

Qualifications of workers: Provide sufficient skilled workers and supervisors who shall be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.

Codes, standards and definitions:

1. Wherever a test method is referenced in this section, it shall be made in accordance with the most current test method in use by Caltrans in the State Standard Specifications, unless otherwise noted in this section.
2. ASTM D2172, Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
3. ASTM D6931, Standard Test Method for Indirect Tensile (IDT) Strength of Bituminous Mixtures.
4. AASHTO T322, Determining the Creep Compliance and Strength of Hot-Mix Asphalt (HMA) Using the Indirect Tensile Test Device.
5. Zeiada, W., Underwood, S., Stempihar, J., “Extraction of Aramid Fibers from Fiber Reinforced Asphalt Concrete – Special Test Method”, Arizona State University, May 11, 2016.
6. Aramid Dispersion State Ratio (ADSR): The mass of aramid in the individual state compared to the total mass of extracted aramid fibers, expressed as a percentage.

13-06.3 Submittals. The Contractor shall provide the Engineer with the following information a minimum of 10 days prior to commencing the Work:

1. Hot mix asphalt job mix formula (JMF) in accordance with Caltrans Standard Specifications.

    a. Proposed JMF on Form CEM-3511: Include percentage of reclaimed asphalt pavement (RAP)
    b. Representative reinforcing fiber product sample.
    c. Reinforcing fiber product data sheet and certification from the Manufacturer that the fiber product supplied meets the requirements of this specification.

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d. Reinforcing fiber manufacturer's instructions and general recommendations.
e. Past performance test results of IDT testing from a minimum of three separate laboratory trials.
f. Past performance test results of ADSR testing from a minimum of two tests.
g. Submit a minimum of five project examples and references where the reinforcing fiber product was used for roadways in the State of California.
h. Mix design documentation, data and aggregate quality on Form CEM-3512 dated within 12 months of submittal.
i. JMF verification on Form CEM-3513, if applicable
j. JMF renewal on Form CEM-3514, if applicable
k. Materials Safety Data Sheets (MSDS) for:
    - Asphalt binder
    - Supplemental fine aggregate except fines from dust collectors
    - Antistrip additives

2. Written confirmation from the supplier that the JMF to be supplied meets all specified requirements.

Performance testing for reinforcing fiber product must be from laboratory trials at a fiber dosage rate equal to the rate proposed for the project. Tests must be performed by an AASHTO accredited laboratory or nationally recognized university testing lab and must be reviewed and approved by the project engineer.

Indirect Tensile (IDT) Strength Tests from a minimum of three (3) separate laboratory trials.

1. Perform indirect tensile tests using the protocol from AASHTO T322 or ASTM D6931
2. Tests results shall include a control and a fiber reinforced mix. FRAC mix shall be identical to control mix except for the inclusion of fibers added at the same dosage as proposed on the project.
3. Indirect tensile test results from fiber specimens shall show an average tensile strength increase of 20 percent over control specimen with no less than 15 percent increase of average tensile strength.

Aramid Dispersion State Ratio (ADSR) Tests from a minimum of two (2) separate laboratory trials.

1. Perform ADSR test based on modified ASTM D2172 procedures as provided in the document entitled "Extraction of Aramid Fibers from Fiber Reinforced Asphalt Concrete – Special Test Method". A copy of the modified extraction methodology can be obtained by making an inquiry to the Pavement and Materials Laboratory at Arizona State University at NCE@asu.edu.
2. To validate ADSR results, average extracted aramid fiber quantity must equal 0.007 percent by total sample weight with no individual result less than 0.005 percent of the total sample weight.
3. All tested fiber mixes must achieve a minimum ADSR of 85%.

Tack Coat: Contractor shall submit asphalt binder tack coat and asphaltic emulsion tack coat.

The Contractor shall develop and submit a Quality Control Plan for the project. This shall, at a minimum, cover the areas or subjects contained in Section 39-2 of the Standard Specifications. The Contractor shall not begin hot mix asphalt production or placement without written approval from the Engineer of the QCP and an approved JMF. Approval of the QCP and JMF by the Engineer does not relieve the contractor of responsibility for quality control or work methods.

13-06.4 Engineer's Acceptance. Quality control sampling and acceptance testing will be performed by the City. The City reserves the right to perform acceptance testing at frequencies that differ from those specified in the Standard Specifications.

A minimum of one sample for Rice Specific Gravity may be taken by each day at the plant during placement of HMA. The Rice Specific Gravity test will be in accordance with ASTM D 2041. Any changes to the JMF requested by the Engineer shall be implemented by the Contractor or a new JMF resubmitted for approval prior to continuing work.

In place density tests per CT 375 Nuclear Gage field test may be performed during HMA operations to verify compaction requirements per Standard Specifications. The frequency of testing may be in accordance with CT 375.

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Should any test specified in Paragraph 13-15.4 of this Section fail to meet density requirements, the City may take density core samples to verify density results and pavement thickness. Contractor shall be responsible for patching the cores with hot mix asphalt at no additional expense to the City.
for patching the cores with hot mix asphalt at no additional expense to the City.

13-06.5 Products. Tack Coat shall be Grade PG 64-16, conforming to the provisions of Sections 39 and 92 of the Standard Specifications and shall be used between layers of each lift of HMA, and on curbs, gutters and construction joints.

Asphalt binder and tack coat shall be Grade PG 64-16, conforming to the provisions of Sections 39 and 92 of the Standard Specifications.

Aggregate shall be clean and free from deleterious substances and shall meet the gradation and quality for 3/4-inch HMA Type A for initial course and 1/2-inch HMA Type A for the final course.

Hot Mix Asphalt shall be 3/4-inch HMA Type A for the first course and 1/2-inch HMA Type A for the final course and conform to Section 39 of the Standard Specifications.

Provide a reinforcing fiber blend of virgin polyolefins and virgin aramids that meets the requirements in the tables below.

Reinforcing Fiber Material Properties			
Property	**Test Method**	**Polyolefin**	**Aramid**
Form	Manufacturer Certification	Serrated	Monofilament
Nominal Specific Gravity	ASTM D276	0.91	1.44
Tensile Strength (psi)	ASTM D7269	NA[1]	400,000
Length (in)	Manufacturer Certification	0.75	0.75

1. Polyolefin fibers will melt or become plastically deformed during production

Reinforcing Fiber Performance Properties		
Performance Test	**Test Method**	**Requirement**
Indirect Tensile Strength (IDT)	AASHTO T322 or ASTM D6931	≥ 20% increase
Aramid Dispersion State Ratio (ADSR)	Modified ASTM D2172	≥ 85%

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Reinforcing fiber blend shall be Forta-Fi®, provided by the Forta Corporation, or approved equivalent. If a different aramid-based fiber blend is proposed, performance test results complying with the requirements of Section 13-15.3 must be submitted at least two weeks prior to bid date for approval by engineer.

HMA batch plant shall be Department-qualified under the Department's Materials Plant Quality Program of the Standard Specifications.

Reclaimed asphalt pavement shall be acceptable in accordance with the Standard Specifications not exceeding 15.0 percent of the aggregate blend.

13-06.6 Construction. During the entire construction period, the Contractor shall take care to protect existing pavement and concrete surfaces. Surfaces scarred by cleanup or equipment shall be repaired in a manner satisfactory to the Engineer. Any and all damage caused by the Contractor's operations to existing roads and streets shall be repaired by the Contractor to at least the original condition and to the satisfaction of the Engineer, at no additional cost to the City.

13-06.6.1 Preparation. If pavement is damaged (excessive loading, grouser marking, scarring/scraping of pavement, etc.) outside the limits of the work, a full lane width grinding and overlay will be required as directed by the Engineer at no additional compensation to the Contractor.

Ensure the area is clean and dry. All material accumulations which would interfere with the adhesion of the tack coat or with the placing and performance of the HMA shall be removed, including dust, loose aggregate, soil, leaves, and pieces or lumps of other foreign material deposited on the surface.

13-06.6.2 Tack Coat. A tack coat shall be applied to existing pavement including planed surfaces, between HMA layers, and to vertical surfaces of curbs, gutters and construction joints at the minimum residual rates specified in Section 39-1.09C "Tack Coat" of the Standard Specifications.

Before placing HMA, a tack coat shall be furnished and applied uniformly to contact surfaces of all cold pavement joints, curbs, gutters, pavement reinforcing fabric and all existing pavement to be surfaced in conformance with Section 39 of the Standard Specifications.

Tack coat shall be applied to any course in advance of spreading the next course unless the surface temperature is at least 140 °F.

Hot mix asphalt shall not be placed until tack coat has cured.

13-06.6.3 Fiber Reinforced HMA Production. Provide manufacturer's technical representative at HMA plant during HMA production.

Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number. Deliver fiber-reinforcement to location where it will be added to each batch or loaded into the mixer. Store materials covered and off the ground. Keep sand and dust out of boxes and do not allow boxes to become wet.

Add aramid and polyolefin reinforcing fiber blends at a dosage rate of one (1) pound fiber per one (1) ton of asphalt.

Add alternative aramid fiber blends at a rate proposed by the manufacturer that achieves the IDT and ADSR results required.

Have a fiber manufacturer's representative on site during mixing and production. This requirement can be waived if fiber manufacturer and asphalt producer can supply evidence of manufacturer's brand of fiber being successfully produced a minimum of three times at the asphalt plant to be used for the project.

Batch Plant. When a batch plant is used, add fiber to the aggregate in the weigh hopper and increase both dry and wet mixing times. Ensure that the fiber is uniformly distributed before the injection of asphalt cement into the mixture.

Drum Plant: Inject fibers through the RAP collar by placing fibers on the RAP belt for by feeding them with a blower tube system. Rate the feeding of fibers with the rate the plant is producing asphalt mix. If there is any evidence of fiber balls at the discharge chute, increase the mixing time and/or temperature or change the angle of the fiber feeder line to increase dry mixing time.

For manual feeding, place fibers on the RAP belt at intervals based on the plant production rate.

When using a blower tube system, add fibers continuously and in a steady uniform manner. Provide automated proportioning devices and control delivery within ±10% of the mass of the fibers required. Perform an equipment calibration to the satisfaction of the fiber manufacturer's representative to show that the fiber is being accurately metered and uniformly distributed into the mix.

Include the following with the blower tube system:

1. Low level indicators
2. No-flow indicators
3. A printout of feed rate status in pounds/minute

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4. A section of transparent pipe in the fiber supply line for observing consistency of flow or feed.
5. Manufacturer's representative's approval of fiber addition system

13-06.6.4 Spreading and Compacting. Compaction test subgrade prior to placing HMA to ensure a firm and stable subgrade. After compaction testing and immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.

HMA surfacing shall conform to the provisions of Section 39 of the Standard Specifications and fiber manufacturer. Placing HMA shall be done under suitable weather conditions for such operations. Rain, snow or other inclement weather will be cause for discontinuing paving Work. Only spread and compact if the atmospheric temperature is at least 55 degrees F and rising and the surface temperature is at least 60 degrees F and rising. The Engineer shall have the authority for determining whether weather conditions are sufficient cause to postpone work.

Spreading and compacting shall be performed in accordance with Section 39-1.10 and Section 39-1.11 of the Standard Specifications.

Visually observe fiber reinforced HMA mix in the back of first three trucks and every tenth truck thereafter to confirm adequate blending of the fiber. Remove any observed fiber balls from placed mixture and adjust operations per the manufacturer's recommendation to eliminate future fiber ball development.

Longitudinal joints in the top layer must match specified lane edges shown on the striping Plans. Longitudinal joints in lower HMA layers shall be offset at least 0.5 feet from each side of the specified lane edges.

Finish rolling shall be completed before pavement surface temperature is below 150 degrees F.

Traffic shall not be allowed on HMA until mid-depth temperature is below 160 degrees F and the pavement surface temperature is below 140 degrees F.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps or irregularities.

Dikes shall be shaped and compacted with equipment capable of shaping and compacting the material to the required cross section.

The exact rate of application of the paint binder will be determined by the Engineer during construction.

13-07 Traffic Striping. This work shall consist of painting traffic striping including applying glass beads as per the Plans and in accordance with Section 84, "Traffic Stripes and Pavement Markings" of the Standard Specifications except as provided herein, the Standard Plans, and these Special Provisions. Contractor shall reference all existing striping prior to any grinding taking place on those streets that have traffic striping.

All pavement legends and traffic striping shall be applied in thermoplastic unless otherwise noted.

Measurement. Painting traffic stripes will be measured by the linear foot, along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe consisting of two 4-inch wide yellow stripes, separated by a 3-inch black stripe, will be measured as one traffic stripe.

Payment. The contract price paid per linear foot for painted traffic stripes shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in painting traffic stripes.

13-08 Pavement Markings. The Contractor shall furnish and apply traffic stripes, characters, arrows, pavement markers, and other delineations and markings. These shall be reapplied in the original pattern on all roads except as shown on the striping plans, as specified herein, or as directed by the Engineer. Contractor shall install traffic striping and markers in accordance with Sections 84, "Traffic Stripes and Pavement Markings" and Section 85 "Pavement Markers" of the Standard Specifications.

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Pavement markings which include crosswalks, stop bars, “STOP” and turn arrows shall be painted and shall have glass beads applied as per the plans in accordance with Section 84, “Traffic Stripes and Pavement Markings” of the Standard Specifications except as provided herein, the Standard Plans, and these Special Provisions. Contractor shall reference all existing pavement markings prior to pavement grinding on those streets that have pavement markings.

Pavement Delineation – Paint. Paint shall be a 2-coat system and comply with Section 84-3 of the Standard Specifications, and shall be used for curbs only. The use of either water or solvent-based paint will be determined by the Engineer according to the time of year and air pollution control requirements. Paint shall be used at its manufactured consistency.

Measurement. Pavement marking shall be measured as a lump sum.

Payment. The lump sum price paid for Pavement Marking shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, referencing the existing pavement marking and doing all the work involved in painting pavement marking as designated by the Plans, and no additional compensation will be allowed therefore.

13-09A Reflective Pavement Markers (Blue). Blue, reflective, pavement markers shall be placed across from city fire hydrants, and conform to the provisions in section 3B-03 of the California Manual on Uniform Traffic Control Devices and the attached figure 3B-102 (CA). All pavement makers shall also conform to the provisions in Section 85 of the California Standard Specifications. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 85 of the California Standard Specifications.

Measurement. Placing pavement markers will be measured as each.

Payment. The contract price paid per each for pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing pavement markers.

13-09B Non-Reflective Pavement Markers (White). Non-Reflective White Markers shall replace those removed from the existing lane markings on N. State Street before placement of the 2” AC overlay. Contractor to follow California MUTCD 2014 Ed. Figure 3A-102 Lane Lines – Multilane Highways, Detail 10.

Measurement. Placing pavement markers will include removal of existing non-reflective markers and replacement after completion of the 2” AC overlay. Contractor responsible for marking existing striping locations to replace in the same locations. Quantity to be measured as lump sum.

Payment. The contract price paid per each for pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing pavement markers.

Schedule. Raised pavement markers shall be placed as specified in Subsection 85-1.03 of the Standard Specifications. When utilizing hot melt bituminous adhesive, pavement markers shall be placed after the surface has been open to traffic for at least seven (7) days. When utilizing epoxy adhesive, pavement markers shall be placed after the surface has been open to traffic for at least fourteen (14) days. Regardless of which adhesive is utilized, the pavement markers shall not be placed more than twenty-one (21) days after paving or surfacing.

Permanent traffic striping and markings including legends and arrows shall be placed within twenty-one (21) days after paving or surfacing, unless otherwise directed by the Engineer.

Temporary yellow marking tape denoting school crosswalks shall be placed the same day that the pavement surfacing is placed.

Failure to comply with these requirements shall result in a liquidated damage of $150 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and

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markings.

13-10. Minor Concrete. This work consists of constructing A1-6 curb, curb and gutter, sidewalks, wheelchair ramps, and valley gutters. All concrete shall be Class B containing not less than 470 pounds of Portland cement per cubic yard of concrete (5 Sack) as specified in Section 90 of the California Standard Specification.

Contractors attention is directed to the requirements of each ramp detail drawing and the following Standard Drawings: No. 101 "Score Mark Details, Sidewalk, Curb and Gutter", and No. 111 "Wheelchair Ramp Detail".

Curb and Gutter. The contractor shall remove existing asphalt concrete to provide forms for the lip of the gutter. Gutter width varies from site to site and Contractor should carefully review the Project Plans. All curb and gutter shall be measured and paid for as if it were standard curb and gutter per Standard Drawing No. 102. Curb and gutter shall not be poured monolithic with the sidewalk unless otherwise approved by the Engineer.

Measurement. Curb and gutter will be measured by the linear foot, in place along the face of curb.

Payment. The contract price paid per linear foot for curb and gutter shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved in constructing curb and gutter as specified including furnishing and placing aggregate base, and preparing subgrade, and no additional compensation will be allowed therefore.

Curb ramps. Curb and gutter may be poured monolithic with the curb ramp.

Curb Ramp Detectable Warning Surface: Pedestrian ramp detectable warning surface shall consist of raised truncated domes constructed with pedestrian ramps in conformance with the details shown on the plans and these special provisions. The detectable warning surface shall be Armor-Tile cast-in-place detectable warning surface or approved equal. The color of the detectable warning shall be yellow conforming to Federal Standard 595B, Color No. 33538.

The finished surfaces of the detectable warning surface shall be free from blemishes. Installation will be per manufacturer's instructions or as directed by the Engineer.

The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is a defect in the dome shape, color, fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon final acceptance of the project.

Full compensation for furnishing, constructing, and installing curb ramp detectable warning surfaces shall be considered as included in the contract price paid for Wheelchair Ramp installation and no additional allowance will be made therefor.

Measurement. Curb ramps will be measured by the square foot in place. Curb and gutter adjacent to curb ramps will be measured and paid for as curb and gutter.

Payment. The contract price paid per square foot of curb ramps shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved in constructing curb ramps as specified including furnishing and placing aggregate base, preparing subgrade, and protecting existing traffic sign poles and foundations, and no additional compensation will be allowed therefore.

Sidewalks. Sidewalks shall be constructed in accordance with City Standard Drawing No. 102. Sidewalks shall not be poured monolithic with the curb and gutter unless otherwise approved by the Engineer.

Measurement. Sidewalks will be measured by the square foot in place. Curb and gutter, or vertical concrete retaining curb adjacent to sidewalks will be measured and paid for as curb and gutter, or retaining curb.

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Payment. The contract price paid per square foot for sidewalks shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved in constructing sidewalks as specified including furnishing and placing aggregate base, preparing subgrade, and protecting existing traffic sign poles and foundations, and no additional compensation will be allowed therefore.

Valley Gutters. Valley gutters shall be poured with a cold joint at the connection to the existing valley gutter. Valley gutters shall be constructed a minimum of eight (8) inches thick at the center and a minimum of nine and one half (9.5) inches thick at the outer edges.

Measurement. Valley gutters will be measured by the square foot in place.

Payment. The contract price paid per square foot for valley gutters shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved in constructing valley gutters as specified, including furnishing and placing aggregate base, and preparing subgrade, and no additional compensation will be allowed therefore.

Saw Cut Concrete. This work shall include saw cutting Portland Cement Concrete (PCC) sidewalks, driveway approaches, curb and gutters, and valley gutters at the locations shown on the Project Plans and at locations as directed by the Engineer. Except where the plans call for a full depth cut, the concrete shall be cut in a neat line to a minimum depth of 0.17 foot with a power driven saw before concrete is removed.

Payment. Full compensation for complying with this section of the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-11. Construction Surveying. Construction surveying including horizontal and vertical control and staking shall be the responsibility of the Contractor. Vertical and horizontal control is to be established from the existing Control Points shown on the Plans. Vertical Control Points are shown on the Plans.

Measurement and Payment. Full compensation for Construction Survey will be measured and paid for at the contract lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for performing all work involved in establishing and maintaining vertical control and horizontal control, staking, and related construction surveying required to perform the Work, and no additional allowances will be made therefor.

13-12.1 Adjust Existing Frames, Covers, Grates and Manholes to Grade. This work shall consist of raising or adjusting existing utility facilities and replacing surface utility facilities, such as sewer and storm drain manhole frames and covers, water valve covers, gas valve covers, water meter boxes and covers, monument covers, sewer cleanouts, and monitoring well covers to the finished grade of the resurfaced asphalt pavement. On roadways to be milled, facilities shall first be lowered prior to cold planing and then adjusted to finish grade after completion of the resurfacing work (refer to Section 13-08 “Cold Plane Asphalt Concrete Pavement” of these Construction Details). At various locations a monument box and cover shall be installed at the finish grade over any unprotected, existing monumentation in the paved roadway.

All such work shall conform to the applicable provisions of the Standard Specifications, these Construction Details, the Plans and typical sections and as directed by the engineer.

Unless specifically allowed by the Engineer, grade rings shall not be used to adjust utility covers. The Contractor shall properly locate and tie all existing facilities to be raised in advance of paving operations.

13-12.2 Construction. Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items which are visible on the surface and will be covered by his operations. This shall be completed prior the start of operations and approved by the Engineer. Any materials that adhere to the frames and covers shall be removed.

Contractor shall exercise care during the work of lowering and raising covers to avoid any construction debris

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from entering into the manhole chamber. Any material which enters the manhole or connecting pipes shall be removed at the expense of the Contractor to the satisfaction of the City. In the event that a problem is reported, Contractor shall have on hand the necessary equipment and manpower, including traffic control devices and crew if deemed necessary, to open lids that are requested for review by the Engineer, at no additional cost to the City.

Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities (box and lid or frame and cover) found existing in a damaged condition, and reported to the Engineer before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

All facilities on active systems shall be accessible at all times to City personnel unless otherwise stated in these Special Provisions or approved by the Engineer.

After placement of the finish course of asphalt concrete the Contractor shall mark all overlaid manholes, valve boxes, mainline cleanouts and monuments, whether new or existing, with white paint by the end of that working day.

All new and existing manholes, valve boxes, mainline cleanouts and monuments shall be adjusted to grade within 48 hours after placement of the finish course of asphalt concrete. Final grade adjustments and installation of concrete collars shall be done on the same working day. Final paving around manholes, valve boxes, mainline cleanouts and monuments shall be completed no later than the following working day. All manhole frames and covers being adjusted to grade, but left with exposed concrete collars shall have steel plate covers with hot mix asphalt tapers maintained until final asphalt concrete paving is placed.

13-12.3 Manholes. Prior to removal of an existing manhole frame, a platform to prevent debris from entering the sewer, storm drain or communication vault, shall be placed in the manhole above the top of the sewer or storm drain. The platform shall remain in place until all work on the manhole has been completed, the asphalt concrete has been placed around the manhole and all dirt and debris is removed from the platform.

The Contractor shall be responsible for the removal of any dirt and debris that falls into the manhole, and any damage to the facility or downstream facilities. Trimming of manhole cones (tapered section) will not be permitted.

All sections of the manhole grade rings shall be set in cement mortar and all joints smoothly grouted inside and out. The top of the completed manhole shall contain at least one three (3) inch grade adjustment ring. All manhole frames and covers shall be adjusted to grade after placement of the finish course of hot mix asphalt.

Existing grade adjustment rings removed in the adjustment of manhole frames shall become the property of the Contractor. If undamaged and thoroughly cleaned of mortar, the grade rings may be reused in the work. If not so used, they shall be disposed of away from the work site at the expense of the Contractor.

Manhole frames shall be reinstalled to align directly over the grade rings. Any frames misaligned by more than ½ inch shall be removed and reinstalled.

All silt and debris shall be removed from finished structures. This shall include all existing silt and debris plus material caused by the Contractor's operation.

All grade rings shall be set in cement mortar the same day they are placed. All joints shall be smoothly plastered inside and out.

The Contractor shall accurately locate and record the location of all manhole covers to be raised to grade. The Contractor shall furnish the Engineer a copy of said record prior to resurfacing the street. Where shown on the Plans and specified in these construction details, utility vaults, manholes and boxes will be adjusted to grade by the utility company that owns the facility. The Contractor shall coordinate with utility companies in advance of scheduled work to provide adequate time for determination of work.

13-12.4 Valve Frame and Cover. Existing water valve frames and covers, gas valve frames and covers, monitoring well covers and hand holes shown on the Plans to be adjusted to grade shall be adjusted to final pavement grade in conformance with the details on the Plans.

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The Contractor shall accurately locate and record the location of all valve covers to be adjusted to grade and shall furnish the Engineer a copy of said record prior to resurfacing.

After a street has been overlaid, all valve boxes shall be marked in white paint before the close of that workday. Within 48 hours of paving, all valve boxes shall be brought to grade, cleaned out and inspected by the Contractor.

13-12.5 Sawcut Pavement. Where no joint exists between concrete or asphalt concrete to be removed and concrete or asphalt concrete to remain in place, the concrete or asphalt concrete shall be cut in a neat line to a minimum depth of 0.25-foot with a power driven saw before the concrete or asphalt concrete is removed.

13-12.6 Reset Survey Monument. Survey monument adjustments shall conform to the provisions in Section 81, "Monuments," of the Standard Specifications, and these Construction Details. This item of work shall consist of resetting cast-in-place Portland cement concrete survey monument at the location shown on the Plans, as directed by the Engineer, and these Construction Details.

The survey marker disk for the survey monument will be furnished by the City at the site of the project. The exact location of the monuments will be established by the Engineer and upon completion, the monuments will be checked and the center point stamped by the Engineer.

Waste materials generated by resetting survey monuments shall be disposed of in accordance with the requirements of Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications. The concrete portion of monuments shall be constructed in accordance with the provisions in Section 51, "Concrete Structures," and Section 90, "Portland Cement Concrete." Concrete shall be minor concrete. A one inch maximum aggregate shall be used.

Any monuments which will or may be disturbed by construction activities or are replaced as part of the project must be tied out and corner record filed prior to construction. The Contractor will not be required to file corner records. The Contractor MUST receive clearance from the Engineer in writing prior to disturbing any monument.

All work associated with resetting survey monuments is the responsibility of the Contractor, including any costs associated with the work.

13-12.7 Tolerances. The concrete around these adjusted facilities shall be left two (2") inches lower than the adjacent pavement. The concrete surface shall be tack coated with 0.10 gallons per square yard and paved with ½ inch Type A HMA.

The surface adjusted facilities shall be true to the new pavement surface to within one-eighth inch (1/8") deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary by the high tolerance on one side and the low tolerance on the other (i.e. the total aggregated tolerance on both sides shall be limited to the 1/8" inch variation). This variation shall apply to the adjacent patch paving around the facility as well such that neither the paving nor the facility vary by more than the stated tolerance.

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SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

(1) Section 6-02. Office at the Site
(2) Section 7-03. Surveys

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.

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BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?...

- **Proposal** (Page 40)
  - Unit prices filled out clearly.
  - Extended prices filled out clearly and calculated correctly
  - Total bid amount filled out clearly and calculated correctly
  - Sign the proposal, and provide complete information
  - CLSB No. and expiration date
  - Department of Industrial Relations Public Works Contractor Registration Number

- **Fair Employment Practices Certification** (Page 44)
  - Filled out completely per instruction

- **Worker's Compensation Certificate** (Page 45)
  - Filled out completely per instruction

- **Certification of Non-Discrimination in Employment** (Page 46)
  - Filled out completely per instruction

- **List of Proposed Subcontractors** (Page 47)
  - Filled out completely per instruction

- **Statement of Experience** (Page 48)

- **Signature of Bidder** (Page 49)
  - Filled out completely per instruction
  - Authorized signature provided

- **Bidder's Bond** (Page 50)
  - Filled out completely per instruction

- **Non-Collusion Affidavit** (Page 51)
  - Filled out completely per instruction
  - Notarized

- **Addenda Issued**
  - Signed and Returned

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CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

PROPOSAL

FOR
2019 STREET REHABILITATION PROJECT

SPECIFICATION NO. 19-08

The undersigned, as bidder, declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained

   a) to provide all necessary machinery, tools, apparatus and other means of construction;

   b) to furnish all materials;

   c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;

   d) to pay all charges of freight transportation and hauling;

2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and

3) that he or she will accept as full payment therefor the following sums:

NOT FOR BIDDING

BIDDING SCHEDULE

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the “Total” column, then the amount set forth in the “Total” column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the “Total” column shall be the unit price;
2. As to unit basis items, the amount set forth in the “Total” column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the items in the “Total” column. In case of discrepancy between the sum of the items in the “Total” column and the amount entered as Total Base Bid, the sum of the “Total” column items shall prevail. The bid comparison will be based on the sum of the items in the “total” column for each bidder.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated.

Lowest bid will be based on the lowest Base Bid.

NOT FOR BIDDING

NAME OF BIDDER: _____
SPEC #: **19-08**
PROJECT NAME: **2019 STREET REHABILITATION PROJECT**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	TRAFFIC CONTROL	LS	1	$_____	$_____
2	MOBILIZATION	LS	1	$_____	$_____
3	EDGE GRINDING	CY	358	$_____	$_____
4	ASPHALT CONCRETE FIBER REINFORCED	TON	3,785	$_____	$_____
5	RAISING MANHOLE TO GRADE	EA	35	$_____	$_____
6	RAISING VALVE BOXES & CL MONUMENTS TO GRADE	EA	51	$_____	$_____
7	RAISE SEWER CLEAN-OUT TO GRADE	EA	2	$_____	$_____
8	THERMOPLASTIC PAVEMENT MARKING (WARNING & DIRECTIONAL)	LS	1	$_____	$_____
9	APPLY BLUE/WHITE PAVEMENT MARKERS	LS	1	$_____	$_____
10	APPLY 12" THERMOPLASTIC STRIPING	LF	684	$_____	$_____
11	APPLY 12" THERMOPLASTIC STRIPING CROSSWALK	SF	900	$_____	$_____
12	PCC CURB & GUTTER	LF	1,061	$_____	$_____
13	PCC CURB RAMP	SF	3,465	$_____	$_____
14	PCC VALLEY GUTTER	SF	2,352	$_____	$_____
15	PCC CURB AT SIDES AND BACK OF CURB RAMPS	LF	519	$_____	$_____
16	CONSTRUCTION STAKING	LS	1	$_____	$_____
				TOTAL BID ===>>	$_____

NOT FOR BIDDING

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number:_____

Signature of bidder or bidders, with business name, address, phone number and fax number:

_____

_____

_____

_____

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

_____

_____

_____

NOT FOR BIDDING

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO:_____

_____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

2019 STREET REHABILITATION PROJECT

_____
(Signature of Bidder)

Business Mailing Address:

_____

_____

_____

Business Location:

_____

_____

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

NOT FOR BIDDING

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this_____ day of _____, 200____

Signature of Bidder, with Business Address:

_____

_____

_____

_____

NOT FOR BIDDING

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date_____

_____

_____

_____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

NOT FOR BIDDING

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor.(See General Conditions Section 1-09.) Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

NOT FOR BIDDING

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

NOT FOR BIDDING

SIGNATURE(S) OF BIDDER

Accompanying this proposal is _____
(insert the words "cash ($)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

_____

_____

_____

Licensed in accordance with an act providing for the registration of Contractors:

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

_____

_____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: _____

_____

Place of residence: _____

_____

Dated: _____

NOT FOR BIDDING

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____

_____, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of $_____

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on June 6, 2019 for 2019 STREET REHABILITATION PROJECT.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20_____.

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

Address: _____

_____

_____

NOT FOR BIDDING

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing 2019 STREET REHABILITATION PROJECT by contract, being duly sworn, deposes and says:

> that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

_____

_____

_____
Signature(s) of Bidder

Business Address:_____

_____

_____

Place of Residence:_____

_____

_____

NOT FOR BIDDING

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

_____

Notary Public in and for the County of_____, State of California.

My Commission Expires _____, 20 ____.

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

2019 STREET REHABILITATION PROJECT

SPECIFICATION NO. 19-08

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

<u>Article 1. Work to be Done and Contract Days Allowed.</u>

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within sixty (60) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

NOT FOR BIDDING

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

> "No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

(a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.

(b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.

(c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

NOT FOR BIDDING

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

(e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.

(f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.

(g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

(4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:

a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.

b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.

(5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.

(h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.

(i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

NOT FOR BIDDING

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this _____ day of _____, 20____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this _____ day of _____, 20 ____.

_____
CITY ATTORNEY, CITY OF UKIAH

NOT FOR BIDDING

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____, by and between the City of Ukiah (Ukiah) and _____ (Contractor).

Contractor is

_____

_____ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification**. Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

NOT FOR BIDDING

CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____,
AS PRINCIPAL, and

_____,
AS SURETY,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City", in the penal sum of

_____dollars ($_____)
for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____,20_____.

In the presence of:

WITNESS:

_____

_____(SEAL)
(Individual Principal)

_____
(Business Address)

_____
(City/State/Zip Code)

NOT FOR BIDDING

WITNESS:

_____

_____(SEAL)
(Corporate Principal)

_____
(Business Address)

_____
(City/State/Zip Code)

ATTEST:

_____

_____
(Corporate Principal) Affix Corporate Seal

_____
(Business Address)

_____
(City/State/Zip Code)

ATTEST:

_____ _____ Affix Corporate Seal
(Corporate Surety)

_____
(Business Address)

_____
(City/State/Zip Code)

NOT FOR BIDDING

The rate of premium on this bond is $_____ per thousand.

The total amount of premium charges is $_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I,_____, certify that I am the _____ Secretary of the corporation named as Principal in the foregoing bond; that _____, who signed the said bond on behalf of the Principal, was then _____ of said corporation; that I know his signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL**, and

_____

_____, **AS SURETY**,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City" in the penal sum of

dollars ($_____)
for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____,
a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____,20_____.

In the presence of:

WITNESS:

_____

_____(SEAL)
(Individual Principal)

_____
(Business Address)

_____

NOT FOR BIDDING

(City/State/Zip Code)

WITNESS:

_____

_____(SEAL)
(Corporate Principal)

_____
(Business Address)

_____
(City/State/Zip Code)

ATTEST:

_____

_____
(Corporate Principal) Affix Corporate Seal

_____
(Business Address)

_____
(City/State/Zip Code)

ATTEST:

_____ _____ Affix Corporate Seal
(Corporate Surety)

_____
(Business Address)

_____
(City/State/Zip Code)

NOT FOR BIDDING

The rate of premium on this bond is $_____ per thousand.

The total amount of premium charges is $_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I,_____, certify that I am the _____ Secretary of the corporation named as Principal in the foregoing bond; that _____, who signed the said bond on behalf of the Principal, was then _____ of said corporation; that I know his signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.

2. The name of the Principal shall be shown exactly as it appears in the Contract.

3. The penal sum shall not be less than required by the Specifications.

4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.

5. If the Principal is a corporation, the bond shall be executed under its corporate seal.
   If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.

6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.

7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.

8. The date of the bond must not be prior to the date of the Contract.

9. The following information must be placed on the bond by the surety company:

   a. The rate of premium in dollars per thousand; and

   b. The total dollar amount of premium charged.

10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.

11. Type or print the name underneath each signature appearing on the bond.

12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

NOT FOR BIDDING

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as **PRINCIPAL**

and_____

_____, as **SURETY**,

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____

_____($_____),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City Of Ukiah
dated_____
for _____
_____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____, _____,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20_____.

_____(Seal)

BY:_____(Seal)

_____(Seal)
Principal

_____(Seal)

BY:_____(Seal)

_____(Seal)
Surety

NOT FOR BIDDING

Agenda Item No.: 13b

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-675-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Supporting Draft Master Plan and Environmental Assessment for Lake Mendocino and Coyote Valley Dam, and Authorization for Mayor to Execute Corresponding Letter to Congressman Huffman.

DEPARTMENT: Economic Development **PREPARED BY:** Traci Boyl

ATTACHMENTS:

Attachment 1 Draft Plan

Attachment 2 Letter to Huffman

Attachment 3 Resolution Lake Mendocino

Summary: The Council will consider adopting a resolution supporting the Draft Master Plan and Environmental Assessment for Lake Mendocino and Coyote Valley Dam, and authorize the Mayor to execute the corresponding letter to Congressman Huffman.

Background: The Draft Lake Mendocino Master Plan (Master Plan), Revised 2019, provides the U.S. Army Corps of Engineers (USACE) a vision and direction to manage Lake Mendocino and its resources (Attachment 1). This revision to the 1977 Master Plan and the associated Environmental Assessment (EA), describe the existing conditions at Lake Mendocino and identify recreational opportunities and measures to preserve and protect natural and cultural resources.

RECOMMENDED ACTION: Adopt resolution supporting the Draft Master Plan and Environmental Assessment for Lake Mendocino and Coyote Valley Dam, and authorize the Mayor to execute the corresponding letter to Congressman Huffman.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

Approved: Sage Sangiacomo, City Manager

The Master Plan makes recommendations for future improvements to Lake Mendocino's facilities based on the land use classifications. It provides guidance to balance recreation opportunities, flood risk management, and the preservation of natural and cultural resources for current and future generations.

Discussion: The City Council on October 4, 2017, prepared a letter to Congressman Huffman and the United States Army Corps of Engineers (USACE) expressing concern regarding the reduction of services and the threat of recreational closures at Lake Mendocino. The Council stated that "Lake Mendocino is an important source of recreation and economic activity, as well as a gathering place for families and a venue for events." The Council also cited the community support through volunteerism to improve, preserve and maintain the recreational facilities at the Lake. The Council, in its letter to Congressman Huffman and the United States Army Corps of Engineers, requested collaboration with USACE and the community to develop a sustainable plan for the management of Lake Mendocino through increased support for USACE of identifying an alternative managing partner.

The Draft Lake Mendocino Master Plan's primary goals are to prescribe an overall land management plan, resource objectives, and associated management concepts that: (1) provide the best possible combination of responses to regional needs, resource capabilities, suitability, as well as public interests consistent with authorized project purposes; (2) contribute to a high degree of recreation diversity within the region; (3) emphasize the particular qualities, characteristics, and potential of the project; and, (4) exhibit consistency and compatibility with national objectives and other state and regional goals and programs.

Staff recommends support of the Draft Master Plan; however, no resources for implementation are identified in the document. Therefore, a draft letter to Congressman Huffman's office urging the dedication of resources for Lake Mendocino is provided as Attachment 2. Staff recommends that Council authorize the Mayor to sign the letter to Congressman Huffman, and approve the attached resolution in support of the Master Plan and dedication of resources (Attachment 3).

2

Attachment 1

US Army Corps of Engineers ®
San Francisco District

Draft Lake Mendocino Master Plan

Mendocino County, California
U.S. Army Corps of Engineers
San Francisco District
Revised 2019

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APPROVAL

I have reviewed this Master Plan and Environmental Assessment for Lake Mendocino and Coyote Valley Dam for the guidance of future development for recreation and environmental stewardship efforts within the Lake Mendocino Project located near the City of Ukiah, Mendocino County, California.

This Master Plan is technically sound, environmentally acceptable, and is in compliance with ER/EP 1130-2-550, Project Operations, Recreation Operations and Maintenance Policies.

Therefore, I approve this Master Plan for the Lake Mendocino and Coyote Valley Dam Project, subject to updates as needed for the benefit of flood risk management, public use, and environmental stewardship.

_____
Date

_____
Travis J. Rayfield
Lieutenant Colonel
Commander, San Francisco District

Executive Summary

The Lake Mendocino Master Plan (Master Plan) provides the U.S. Army Corps of Engineers (USACE) a vision and direction to manage Lake Mendocino and its resources. The original Master Plan for Lake Mendocino was approved in 1959 and last updated in 1977, and serves as the guiding document for USACE responsibilities to preserve, conserve, restore, maintain, manage, and develop these project lands and associated resources. This revision to the 1977 Master Plan and the associated Environmental Assessment (EA) describe the existing conditions at Lake Mendocino and identify recreational opportunities and measures to preserve and protect natural and cultural resources. The Master Plan also outlines developmental needs, analyzes special problems, and provides guidance on public use, water quality, invasive species, natural areas, and historic properties within the USACE project boundaries.

The Master Plan and EA provide a synopsis of the history of the area and recreational development of Lake Mendocino. This Master Plan presents a comprehensive inventory of natural, cultural, and recreational resources; land use classifications to guide future management; modernization of existing park facilities; resource objectives for each management unit; and an evaluation of existing and future needs required to provide a balanced management plan to improve outdoor recreation opportunities and sustain natural resources. The Master Plan makes recommendations for future improvements to Lake Mendocino's facilities based on the land use classifications. It provides guidance to balance recreation opportunities, flood risk management, and the preservation of natural and cultural resources for current and future generations.

Public participation is an important aspect of the development of the Master Plan. Public scoping meetings were held in the City of Ukiah in February 2018 to kick off the Master Plan process. The purpose of the public meetings was to provide information to the public on the USACE master planning process and to identify the changes and improvements the public would desire to see in the future at Lake Mendocino. Coordination with Tribal partners was also part of the Master Plan development process. Following internal USACE reviews, the Master Plan and EA will be made available for a final public review under the National Environmental Policy Act (NEPA), and official NEPA public meetings will be held before the plan is finalized.

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APPENDICES

Appendix A. Pertinent Public Laws
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PERTINENT DATA – COYOTE VALLEY DAM

GENERAL	
Location of Coyote Valley Dam	Lake Mendocino, Ukiah, California
Operating and Managing Agency	USACE San Francisco District (Sonoma Water owns storage space for water conservation)
Purposes	Storage for flood risk management, municipal and industrial water supply, irrigation, recreation, and power
Authorization	1950 Flood Control Act, Section 204
Year Construction Started	July 1956
Year Dam Placed in Operation	January 1959
Drainage Area	105 square miles on the East Fork of the Russian River
Flows at Dam Site:	
Mean annual	221,800 cubic feet per second (cfs)
Maximum of record	46,500 cfs
Standard project peak discharge	24,800 cfs
MAIN DAM	
Type	Earthen dam
Height	160 feet
Crest elevation	784 feet
Crest length	3,500 feet
Crest width	20 feet
Downstream slope	1Vertical:3Horizontal (V:H)
Upstream slope	1V:4H
SPILLWAY	
Type Gate	Fixed crest-channel control
Crest Elevation	764.8 feet
Crest Width	200 feet
Maximum water surface, spillway design flood	779.6 feet
Maximum discharge, spillway design flood	30,200 cfs
LAKE	
Elevation	737.5 feet
Gross Pool	764.8 feet
Spillway design flood pool	779.6 feet
Guide taking line (flowage easement)	806 feet
Surface Area	1,822 acres
Storage Capacity	122,500 acre-feet
Length of spillway at gross pool	6.8 miles
OUTLETS	

Type	Single Conduit
Gates	3 pairs, 5 feet by 9 feet in tandem
Capacity	6,500 cfs
Inlet elevation	637 feet
Conduit diameter	12.5 feet
HYDROELECTRIC POWER PLANT	
Operating and Maintaining Agency	The City of Ukiah operates and maintains the hydroelectric power plant. The power plant began operations in 1986.
Generator Capacity	3.5 megawatts
Turbine/generator units	1,000 kilowatt unit and 2,500 kilowatt unit

ACRONYMS

ARPA	Archaeological Resources Protection Act
CEQA	California Environmental Quality Act
CDFW	CA Department of Fish and Wildlife
cfs	Cubic Feet per Second
CVD	Coyote Valley Dam
CWA	Clean Water Act
EA	Environmental Assessment
EIS	Environmental Impact Statement
EOPs	Environmental Operating Principles
EP	Engineer Pamphlet
ER	Engineer Regulation
ESA	Endangered Species Act
FERC	Federal Energy Regulatory Commission
FY	Fiscal Year
FONSI	Finding of No Significant Impact
HQUSACE	Headquarters, United States Army Corps of Engineers
LMHPP	Lake Mendocino Hydroelectric Power Plant
MU	Management Unit
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NMFS	National Marine Fisheries Service
OHP	Office of Historic Preservation
OMP	Operational Management Plan
ORV	Off-Road Vehicle
SHPO	State Historic Preservation Officer
SCORP	Statewide California Outdoor Recreation Plan
SIP	State Implementation Plan
SW	Sonoma Water
USACE	United States Army Corps of Engineers
USC	U.S. Code
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey
VERS	Visitation Estimation and Reporting System

CHAPTER 1 – INTRODUCTION

1.1 PROJECT AUTHORIZATION

The Lake Mendocino and Coyote Valley Dam (CVD) project was authorized by the Flood Control Act of 1950 as part of the initial state of an adopted comprehensive plan for improvement of the Russian River for the primary purposes of flood risk management and water conservation. Recreational development was added to the project under provisions of Section 4 of the 1944 Flood Control Act and Headquarters, U.S. Army Corps of Engineers (HQUSACE) guidance in letter ENGCW-Y, 5 August 1965, subject: Implementation of the Federal Water Project Recreation Act (Public Law 89-72) in Previously Authorized Projects.

1.2 PROJECT PURPOSE

Flood Risk Management

Lake Mendocino is the reservoir resulting from construction of the CVD and is regulated for water supply and flood risk management. Construction of the CVD began in July 1956 and was completed in January 1959. The project consists of a 160-feet-high earth-filled dam and a reservoir with a storage capacity of 122,500 acre-feet. The concrete spillway structure is located 0.6 miles southeast of the left abutment of the CVD.

Conservation

Sonoma Water (SW) owns storage space in Lake Mendocino for water conservation, see Table 1. The storage allocation is expected to slightly change over time as sediment accumulates in the reservoir.

Table 1. Original Storage Allocation and Current Storage Allocation of Lake Mendocino[1].

	Original Storage Allocation[2] (acre-feet)	Current Storage Allocation (acre-feet)
Flood control	48,000	48,000
Water conservation	70,000	68,400
Sediment reservation	4,500	100
Gross reservoir storage	**122,500**	**116,500**

Hydroelectric Power

Water in the East Fork of the Russian River above the CVD and Lake Mendocino has been diverted for hydroelectric power generation purposes since the early 1900's. The City of Ukiah

[1] Data in this table is based on surveys conducted by Towill, Inc. in April 1994.
[2] Data from Design Memorandum No. 2 Hydrology and Hydraulic Analysis (1954) and the original Water Control Manual (1959).

operates a hydroelectric power plant, the Potter Valley Project, located at the base of the CVD. Operation of the power plant is independent of the CVD operation.

Recreation

Lake Mendocino is a destination for recreational uses such as camping, swimming, hiking, fishing, and boating. The demand for recreational opportunities has increased over the past several decades as the surrounding population has increased. New recreational facilities have been established at Lake Mendocino to support increased interest in recreation, and proposed activities and facilities are recommended in this Master Plan.

1.3 WATERSHED AND PROJECT LOCATION

Lake Mendocino is located on the East Fork of the Russian River, within the Coyote Valley, just outside the City of Ukiah in Mendocino County, California (see Map 1). The drainage area above the CVD is about 105 square miles, and the topography ranges from flat valley land downstream to mountainous areas in the headwater region.

1.4 PURPOSE OF THE MASTER PLAN

Master Plans are utilized at Civil Works projects and other fee-owned lands for which the U.S. Army Corps of Engineers (USACE) has administrative responsibility for management of natural and historic resources. The Master Plan provides a programmatic approach to the management of all of the lands included within the Lake Mendocino boundary. The Master Plan is the basic guiding document outlining the responsibilities of USACE, pursuant to Federal laws to preserve, conserve, restore, maintain, manage, and develop the project lands and associated resources. The Master Plan is a planning document anticipating what could and should happen, with the flexibility to adapt to changing conditions over the life of the plan. Detailed management and administration functions are handled in the Operational Management Plan (OMP), which translates the concepts of the Master Plan into operational terms.

According to Engineer Pamphlet (EP) 1130-2-550, the primary goals of the Master Plan are to prescribe an overall land management plan, resource objectives, and associated management concepts that: (1) Provide the best possible combination of responses to regional needs, resource capabilities, suitability, as well as public interests consistent with authorized project purposes; (2) Contribute to a high degree of recreation diversity within the region; (3) Emphasize the particular qualities, characteristics, and potential of the project; and, (4) Exhibit consistency and compatibility with national objectives and other state and regional goals and programs.

The Master Plan identifies recreational opportunities and measures to preserve and protect natural and cultural resources. The Master Plan also outlines development needs, analyzes special problems, and provides guidance on public use, water quality, invasive species, natural areas, and historic properties within USACE project boundaries. The Master Plan does not address reservoir water levels or operations of the CVD.

The purpose of this Master Plan is to review existing land uses and resources within the Lake Mendocino project area, describe the needs and desires of community stakeholders, prescribe

land use classifications, and identify resource and land use objectives. The Master Plan is the USACE's guide for management of Lake Mendocino's natural resources.
The Master Plan is intended to be a guide for the development and management of all land and water resources of the project area. The existing recreational, ecological, geological, topographic, and water resources have been reevaluated for the purpose of the Master Plan. Recommendations for recreational opportunities and land use, based upon the best possible use of available resources with respect to recreational demand and the relationship to the flood risk management and water supply operation of the dam, are included in the Master Plan.

This Master Plan summarizes existing facility development and will serve as a guide for the recreation and resource management of the total project. The plans for future development will serve as a guide for the preparation of additional detailed plans. A concise review of the Master Plan should be conducted every 5 years to assess the need for possible supplementation or revision to accommodate changing conditions of the project or changing recreational interests of the public.

1.5 MASTER PLAN HISTORY AND REVISION

An initial Master Plan was developed for public recreational development in March 1959, prepared by Mendocino County and later adopted by USACE. At that time, the Federal Government had leased the Lake Mendocino area (approximately 3,000 acres) to Mendocino County, in accordance with the Master Plan. This plan recommended that USACE develop the essential public use facilities and that the development of other non-essential recreational facilities be the responsibility of Mendocino County.

USACE eventually assumed total responsibility from Mendocino County for the development of the recreational facilities proposed in the 1959 Master Plan. Consequently, USACE prepared supplements to the 1959 Master Plan, listed in Table 2, as a basis for preparation of construction plans. The Lake Mendocino Master Plan was last updated in January 1977.

The revision to the 1977 Master Plan provides an updated land management plan and resource objectives. It focuses on the management of land and water surface for recreation purposes and the environmental stewardship of natural and cultural resources. The Master Plan does not make recommendations related to the operation and management of the CVD, and it is independent of the USACE Coyote Valley Dam Restoration Feasibility Study.

Map 1. Lake Mendocino and Coyote Valley Dam Project Area.

Table 2. Supplements to Original Master Plan Dated March 1959 for Purpose of Construction of Recreational Facilities[3].

Supplement	Date Approved	Recreation Area	Initial Facilities	Future Facilities
Supplement A – Part I	April 1960	Chekaka Area (2)	Boat launch ramp and parking area	Expansion of parking area
Supplement A – Part II	July 1961	Bushay Area (5)	Access road from Highway 20 to Bushay Area	N/A
Supplement B – Part I	December 1962	Bushay Area (5)	Picnic and camp area (areas A, B, C)	Camp Area (area D)
Supplement B – Part II	March 1963	Updating of Master Plan for all areas	N/A	N/A
Supplement B – Part III	May 1965	Pomo Day Use Areas (3)	Access road, swimming beach, parking areas, restrooms and picnic shelters in sites A and B	Access roads, parking areas, restroom, and picnic sites in site C
Supplement B – Part IV	November 1968	Kyen Area (4)	Camp areas A and B	Camp area C

[3] A list of prior design memoranda for project facilities, as required by EP 1130-2-550, is not available.

1.6 APPLICABLE LAWS AND POLICY GUIDANCE

The following are a few of the major Federal laws and USACE regulations and guidance pertinent to the Master Plan. For a more comprehensive list, see Appendix A. Public Laws.

The Flood Control Act of 1944, Section 4, as amended (16 U.S.C. 460d) authorizes USACE to construct, maintain and operate public park and recreation amenities at water resource development projects; to permit construction of such amenities by local interests; to permit the operation and maintenance of such amenities by local interests; and to grant leases for public park and recreational purposes on Federally-owned lands controlled by USACE, including structure or amenities thereon. Preference for use is given to Federal, state, or local governmental agencies. The authority to issue licenses is included under this authorization and may be granted without monetary consideration.

The National Environmental Policy Act of 1969 (NEPA), as amended (42 U.S.C. §§ 4321 *et seq.*) provides a framework for Federal agencies to minimize environmental damage and requires Federal agencies to evaluate the potential of environmental impacts of their proposed actions. Under NEPA, a Federal agency prepares an Environmental Assessment (EA) describing the environmental effects of any proposed action and alternatives to that action to determine if there are significant impacts requiring development of an Environmental Impact Statement (EIS) or if a Finding of No Significant Impact (FONSI) is appropriate. The EA must identify measures necessary to avoid or minimize adverse impacts, and all impacts must be reduced to a level below significance in order to rely upon a FONSI.

The Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712) prohibits the taking or harming of any migratory bird, living bird, any part of the bird, or bird eggs without an appropriate Federal permit.

The Federal Water Project Recreation Act of 1965, as amended (16 U.S.C. §§ 460*l*-12 to 460*l*-21), requires that recreation and fish and wildlife enhancement be given full consideration in Federal water development projects. The Act authorizes the use of Federal water resource project funds for land acquisition in order to establish refuges for migratory waterfowl.

The Clean Water Act (CWA), as amended (33 U.S.C. §§ 1251-1387) authorizes water quality programs; requires certification from the state water control agencies that a proposed water resource project is in compliance with established effluent limitations and water quality standards (Section 401); establishes conditions and permitting for discharges of pollutants under the National Pollutant Discharge Elimination System (Section 402); and requires that any non-USACE entity acquire a permit from USACE for any discharges of dredged materials into the waters of the United States, including wetlands (Section 404).

The Clean Air Act, as amended (42 U.S.C. §§ 7401-7671q), establishes Federal standards for seven toxic air pollutants. It also establishes attainment and maintenance of National Ambient Air Quality Standards (Title I), motor vehicles and reformulation (Title II), hazardous air

pollutant (Title III), acid deposition (Title IV), operation permits (Title V), stratospheric ozone protection (Title VI), and enforcement (Title VII).

The Endangered Species Act of 1973 (ESA), as amended (16 U.S.C. §§ 1531 et seq.), protects threatened and endangered species, as listed by the United States Fish and Wildlife Service (USFWS), from unauthorized take, and directs Federal agencies to ensure that their actions do not jeopardize the continued existence of such species. Section 7 of the Act defines Federal agency responsibilities for consultation with the USFWS. The Archaeological and Historic Preservation Act, as amended (16 USC 469), requires that Federal agencies consider the effect of their undertakings, including any Federally-licensed activity or program, on historic American sites, buildings, objects, and antiquities of national significance when taking actions that include, but are not limited to, flooding, the building of access roads, relocation of railroads or highways, and other alterations of the terrain caused by the construction of a dam.

The National Historic Preservation Act of 1966 (NHPA), as amended (16 U.S.C. §§ 470 et seq.), requires that Federal agencies consider the effect of their undertakings, including Federally licensed activities or programs, on properties eligible for the National Register of Historic Places. Under Section 106 of the National Historic Preservation Act, a Federal agency establishes an undertaking and determines whether Section 106 review is needed for the proposed undertaking. If it is determined that Section 106 review is needed for the established undertaking, the Federal agency then works to identify potential historic properties by defining the Area of Potential Effects (APE) and working with the State Historic Preservation Office and interested Native American tribes to survey for any potential cultural resources within the APE. The Federal agency then works to assess whether or not the proposed undertaking will result in any adverse effects to historic properties within the APE. If it is determined that the proposed undertaking will result in adverse effects to historic properties, the Federal agency then works to either avoid or minimize those effects through the development of an agreement document.

The Section 106 process will be followed prior to the authorization of any projects that result from the implementation of the Lake Mendocino Master Plan Revision. This means that future projects will either be designed in such a way that they do not damage or otherwise impact significant cultural resources; or the damage they may cause will be mitigated. Section 110 requires that Federal agencies be good stewards of the cultural resources located on their lands. This includes a responsibility to maintain and preserve any historic structures, to conduct surveys to identify cultural resources on their lands and evaluate the significance of those resources.

Regulatory Framework

Federal Regulations

The NHPA of 1966 and its implementing regulations require projects conducted by a Federal agency, on Federally owned land, or involving Federal permits, grants or loans to evaluate the effects on historic properties including eligibility or listing on the National Register of Historic Places, and afford the Office of Historic Preservation (OHP) an opportunity to comment on these actions.

The National Register of Historic Places lists districts, sites, buildings, structures, and objects 50 years of age or more with significance in American history at the local, state, or national level, that meet one of the following criteria:

- association with events that made a significant contribution to the broad patterns of history;
- associated with the lives of persons significant to our past;
- embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- yielded, or may be likely to yield, information important in prehistory or history.

The Archaeological Resources Protection Act (ARPA) (16 USC 470 et seq.), of 1979 recognizes the importance of the Nation's heritage of archaeological resources on public and Indian lands, and sets forth a process for permitting the excavation or collection of archaeological resources on public or Indian lands and establishes criminal penalties, including fines and incarceration, for the unauthorized excavation or collection of such resources.

The American Indian Religious Freedom Act (AIRFA) (42 USC 1996), of 1978, protects the rights of Native American to exercise their traditional religions by ensuring access to sites, use and possession of sacred objects, and the freedom to worship through ceremonial and traditional rites.

The Native American Graves Protection and Repatriation Act (NAGPRA) (25 USC 3001 et seq.), is a federal law passed in 1990 that provides a process for museums and federal agencies to return certain Native American cultural items – human remains, funerary objects, sacred objects, or objects of cultural patrimony – to lineal descendants, and culturally affiliated Indian tribes and Hawaiian organizations. NAGPRA includes provisions for unclaimed and culturally unidentifiable Native American cultural items, intentional and inadvertent discovery of Native American cultural items on federal and tribal lands, and penalties for noncompliance and illegal trafficking. In addition, NAGPRA authorizes Federal grants to Indian tribes, Native Hawaiian organizations, and museums to assist with the documentation and repatriation of Native American cultural items, and establishes the Native American Graves Protection and Repatriation Review Committee to monitor the NAGPRA process and facilitate the resolution of disputes that may arise concerning repatriation under NAGPRA.

State Regulations

The California Environmental Quality Act (CEQA) requires evaluation and mitigation of the effect of development on historical resources, including eligible or listed historic resources on the National Register of Historic Places, California Register, State Landmarks, Points of Historical Interest, and properties designated under a local preservation ordinance or identified in a local historic resources inventory. An archaeological site may also be considered an historic resource if significant to the history of California, if it meets the criteria for eligibility or listing on the California Register, or if determined to be a "unique archaeological resource."

USACE and other Federal agencies are not required to comply with CEQA; however, if a USACE action requires a permit or funding from a non-Federal agency, that agency may need to comply with CEQA.

Since 1971, CEQA has undergone significant changes affecting the reliability of resource studies. In 2001, the definition of historic era cultural resources was changed, from 100 to 50 years. The definition of cultural resources and archaeological sites also changed. Before the mid-1980s, historic era cultural resources less than 100 years old were not routinely recorded or included in reports. Therefore, as a rule of thumb, it is prudent to consider earlier reports as possibly inadequate in this regard.

The California Historical Resources Information System is the statewide system for managing information on historical resources in California. The Northwest Information Center at California State University, Sonoma is consulted by those with environmental review responsibilities in Mendocino County.

The State's OHP has primary responsibility for the administration of historic preservation programs in California through *California's Comprehensive Statewide Historic Preservation Plan* and other laws and regulations.

The Americans with Disabilities Act of 1990, as amended, (42 U.S.C. §§ 126 et seq.), prohibits public entities, defined as any state or local government, or division thereof, from excluding any individual with a disability from participation in or be denying the benefits of the services, programs, or activities of a public entity, or being subjected to discrimination by any such entity. A "qualified individual with a disability" is an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.

Easements for Rights of Way, as amended (10 U.S.C. §§ 2688), authorizes USACE to issue easements for rights-of-way over, in, and upon Federal land controlled by USACE when such use will not be against the public interest.

Engineer Regulation (ER) 1130-2-550, Recreation Operations and Maintenance Policies, 15 Nov 1996, as amended establishes the policy for management of recreation programs and activities, and for the operation and maintenance of USACE recreation amenities and related structures, at civil works water resource projects. Chapter 3 of this regulation calls for preparation and implementation of project Master Plans and OMPs.

CHAPTER 2 – PROJECT SETTING AND FACTORS INFLUENCING RESOURCE MANAGEMENT AND DEVELOPMENT

2.1 LAKE MENDOCINO ACCESS

Lake Mendocino is readily accessible from U.S. Highway 101, which is located 2 miles to the west. This section of the highway, known as the Redwood Highway, is the major artery connecting the San Francisco metropolitan area with Federal and state redwood parks in Northern California. State Highway 20, which was relocated during the construction of the CVD, skirts the north shore of Lake Mendocino and connects to Highway 101. To the east, State Highway 20 crosses the state through Marysville and connects to U.S. Highway 80, which is a national east-west route.

Public access roads within the Lake Mendocino project boundaries are designed and maintained to provide maximum safety to pedestrians and traffic. The roads accessing the campgrounds and day use areas were intended to provide minimum disturbance to the terrain and provide safe grades, clearance and visibility. Lake Mendocino Drive also has one of the major existing bikeways in Mendocino County[4].

2.2 DESCRIPTION OF THE RESERVOIR

Land Ownership History

A recreation area consisting of 2,992 acres was leased from the Federal Government by the County of Mendocino on 1 July 1959 to be developed in accordance with a Master Plan. The County in turn entered into a concessionaire agreement with a private corporation to accomplish such development. The original lease agreement was amended on 9 February 1960 and on 9 June 1963, reducing the amount of land leased by 300 and 1,534 acres, respectively.

Difficulty in meeting the terms of the agreement resulted in the termination of the lease with Mendocino County in May 1966, and reversing the ownership of the land to the Federal Government. At that time, occupants of the land were given 6 months' notice to remove their property. One sub-concessionaire in the Kyen Recreation Area refused to comply and continued to occupy Federal property for a period of 2 years without a lease from either the county or Federal Government. The Federal Government pursued legal action against the sub-concessionaire and regained possession of the property in June 1968. Mendocino County constructed a boat launching ramp and parking area with funds provided by the State of California Wildlife Conservation Board. Mendocino County relinquished this area to the Federal Government on 13 May 1969.

[4] PMC 2009. The County of Mendocino General Plan.

Since that time, the development and the operation of all facilities at Lake Mendocino have been the responsibility of USACE. Management of the CVD and Lake Mendocino was transferred from the San Francisco District to the Sacramento District in the early 1980's; management was then transferred back to the San Francisco District in the early 1990's. The San Francisco District continues to manage and operate Lake Mendocino and the CVD.

Recreational Facilities Development

Development of recreational facilities at Lake Mendocino began immediately after the completion of CVD. The Federal Government developed an overlook, comfort station, boat launching ramp, parking areas, and fire protection access road. Picnic sites and campsites were programmed several years later when it became known that the county was planning to relinquish its lease to the Federal Government.

Reservoir

The Lake Mendocino reservoir comprises approximately 1,956 acres in Coyote Valley, with a gross pool capacity of 122,500 acre-feet. The East Fork of the Russian River, which originates in the Eel River watershed, flows into Lake Mendocino. A majority of the inflow into Lake Mendocino is regulated by the Potter Valley powerhouse diversion tunnel. Future reductions in this diversion could significantly impact the lake level. The reservoir is owned in fee by USACE.[5]

Embankment

The CVD is a compacted, impervious, earth filled embankment that was constructed in zones, comprising impervious clay and silt materials. The earthen embankment is 160 feet high and has a crest length of 3,500 feet.

Spillway

The spillway for CVD is located 0.6 miles upstream from the left abutment of the dam embankment. There is an approach channel, an un-gated concrete ogee spillway control section, and a discharge channel. The spillway is approximately 1,300 feet long and 200 feet wide. [6]

Outlet Works

The outlet works for Lake Mendocino comprise an approach channel, intake tower, conduit, outlet chute, and an outlet channel. The approach channel extends from the East Fork of the Russian River to the concrete intake structure. The reinforced concrete intake tower is located immediately upstream from the CVD, and is accessible via the dam crest. The tower contains a machinery room, shaft, and a control house. There are three 5 feet by 9 feet hydraulic slide

[5] Source: USACE 2012. Water Control Manual Coyote Valley Dam and Lake Mendocino, Exhibit E: Coyote Valley Dam and Lake Mendocino Operational Requirements for Pre-Food and Periodic Inspections and Maintenance Activities. San Francisco, California.

[6] Source: USACE 1962. Operation and Maintenance Manual for Coyote Dam and Lake Mendocino, Russian River Project, Mendocino and Sonoma Counties, California.

gates located in the control tower. The outlet chute includes a drop structure and stilling basin, and the outlet channel is about 50 feet wide and protected by riprap.[7]

Hydropower

The Lake Mendocino Hydroelectric Power Plant (LMHPP), Federal Energy Regulatory Commission (FERC) Project No. 2841, was completed in December 1986. The FERC issued a license to the City of Ukiah in 1982 to generate hydroelectric power through the CVD. The LMHPP is owned and operated by the City of Ukiah, and is an external facility at the base of the CVD. The City of Ukiah has a 50-year FERC license, issued in 1982, for project operation.

Operation of the LMHPP stalled in 1998 due to the minimum flow requirements for the protection of several fish species downstream, as required by the National Marine Fisheries Service (NMFS). NMFS required that minimum flows be maintained on the river to protect certain fish species, resulting in an inoperable hydroelectric plant based on its design. The City of Ukiah made alterations to the design of the LMHPP and operations of the power plant were resumed in January 2007.[8] The hydroelectric facility was designed to produce three megawatts of power during times of acceptable water flows, which comprises about 10% of the City of Ukiah's overall power production.[9]

2.3 HYDROLOGY (SURFACE WATER, GROUND WATER)

The Lake Mendocino project regulates the natural water runoff from approximately 105 square miles of Coast Range Mountains and from water diversions on the Eel River that are operated by Pacific Gas and Electric Company's Potter Valley Project No. 77, which is located in the Eel River Watershed.

2.4 WATER QUALITY

USACE Water Quality Management Program.

The USACE Water Quality Management Program for Civil Works Projects is described by ER 1110-2-8154, "Water Quality." ER 1110-2-8154 was updated in 2018 and encourages a holistic, ecosystem approach to water quality management. As stewards of a significant percentage of the nation's aquatic environment, USACE has a responsibility to preserve, protect, and, where necessary, restore water quality altered by USACE projects. This requires a comprehensive understanding of the interactions of uses and users of the resource.

[7] Source: USACE 1962. Operation and Maintenance Manual for Coyote Dam and Lake Mendocino, Russian River Project, Mendocino and Sonoma Counties, California.

[8] Source: National Marine Fisheries Service. 2008. Biological Opinion for Water Supply, Flood Control Operations, and Channel Maintenance conducted by the U.S. Army Corps of Engineers, Sonoma Water, and the Mendocino County Russian River Flood Control and Water Conservation Improvement District in the Russian River Watershed.

[9] Source: PMC 2009. The County of Mendocino General Plan.

Lake Mendocino Water Quality

Flow releases from Lake Mendocino are limited to the low-level flood risk management outlet conduit, where water in the tunnel through the dam can cause hydrogen sulfide related odor issues. Flows can also be released from the power plant and the spillway if the reservoir level exceeds the spillway crest. Aside from odor problems, turbidity is a water quality issue facing Lake Mendocino. Turbidity is typically increased during the first heavy runoff of the year and persists for several months, due to the large amount of fine sediment that is transported through the water diversion on the Eel River. [10] Sampling stations to determine water quality are located at the inlet and outlet of Lake Mendocino and one station is located within the Lake.[11] SW does water testing for temperature and dissolved oxygen during the spring and summer. NMFS monitors the water temperature within the lake and conducts monitoring downstream of the lake.

Lake Mendocino provides drinking water to the Cities of Ukiah, Healdsburg, Cloverdale, and Hopland and is subject to a water right permit under the Russian River Flood Control and Water Conservation Improvement District. This water right permit allows up to 8,000 acre-feet of water to be used for consumption annually[12]. SW is the local cost-sharing partner for Lake Mendocino. Working together to manage the lake levels, SW determines water releases when the water level remains in the water supply pool, while USACE is responsible for managing the releases when the water level rises to the flood control pool of the Lake to ensure flood risk management[13].

2.5 TOPOGRAPHY, GEOLOGY, SOILS, AND SEISMICITY

Topography

The hills to the east of Lake Mendocino are very rugged and continue for many miles. To the west and northwest, the hills are more rounded with benches that were once planted with vineyards. In general, the terrain is in its natural state and the recreational areas are developed on the benches above Lake Mendocino. Most of the western shore of Lake Mendocino is steep and not suitable for development, while the north and northeast shores are mostly flat and have a higher concentration of recreational development (see Map 2). The eastern and southern shores are undeveloped and located within the Wildlife Management Area (see Map 24).

Throughout the California north coast mountain ranges, the dominant structural features are the northwest trending faults and folds, which control the course of the middle and upper Russian River and much of the major drainage and ridge patterns within Mendocino County. Metamorphic rocks of the Franciscan Formation underlie almost all of the area. This formation is characterized by rocks which are fractured and contain numerous faults and local zones of intense shearing.

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[10] Source: USACE, 1986. Coyote Valley Dam and Lake Mendocino Russian River, CA Water Control Manual. Sacramento District, California.

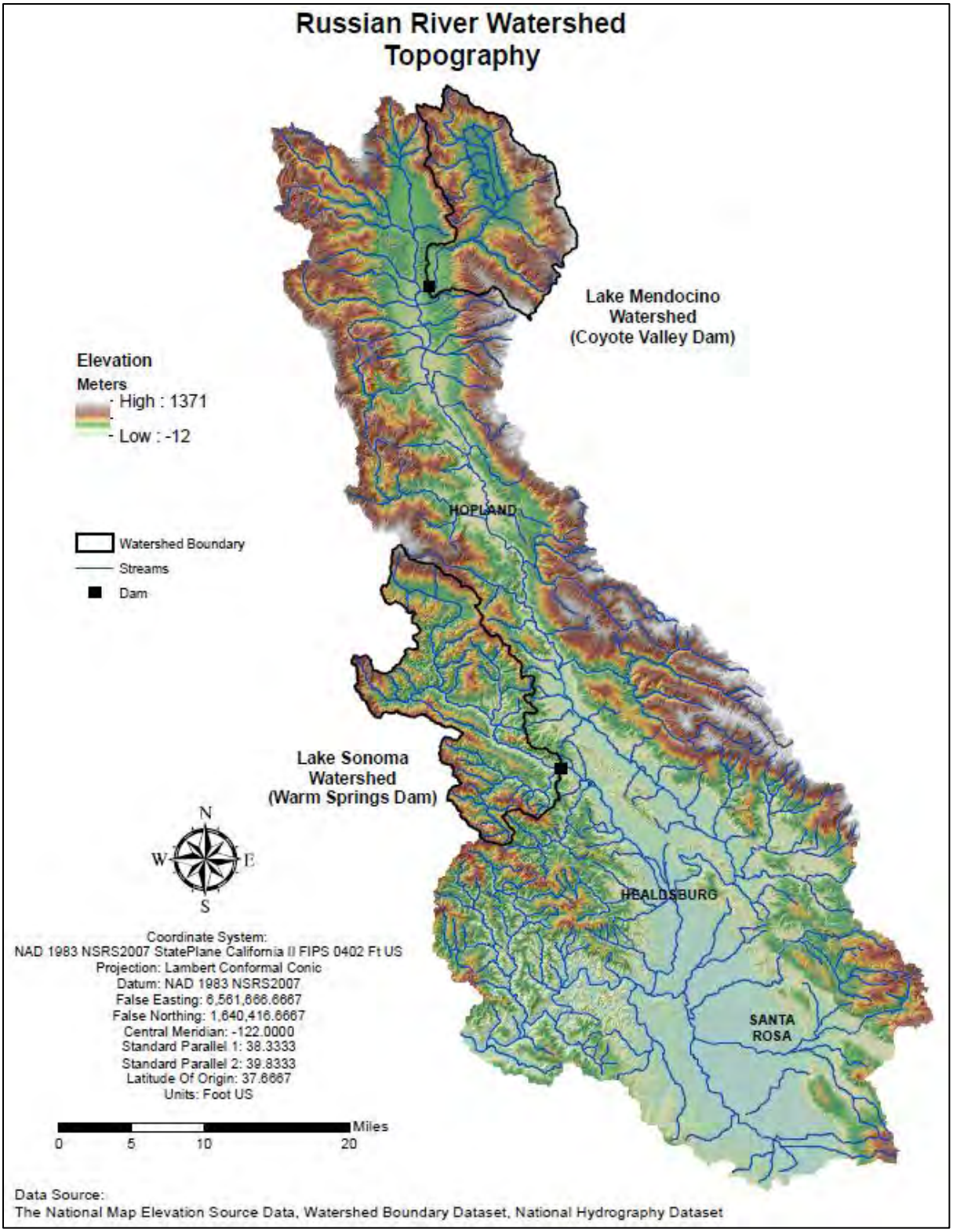
[11] ibid

[12] Source: Mendocino County, 2011. Ukiah Valley Area Plan. Accessed 28 June 2018.

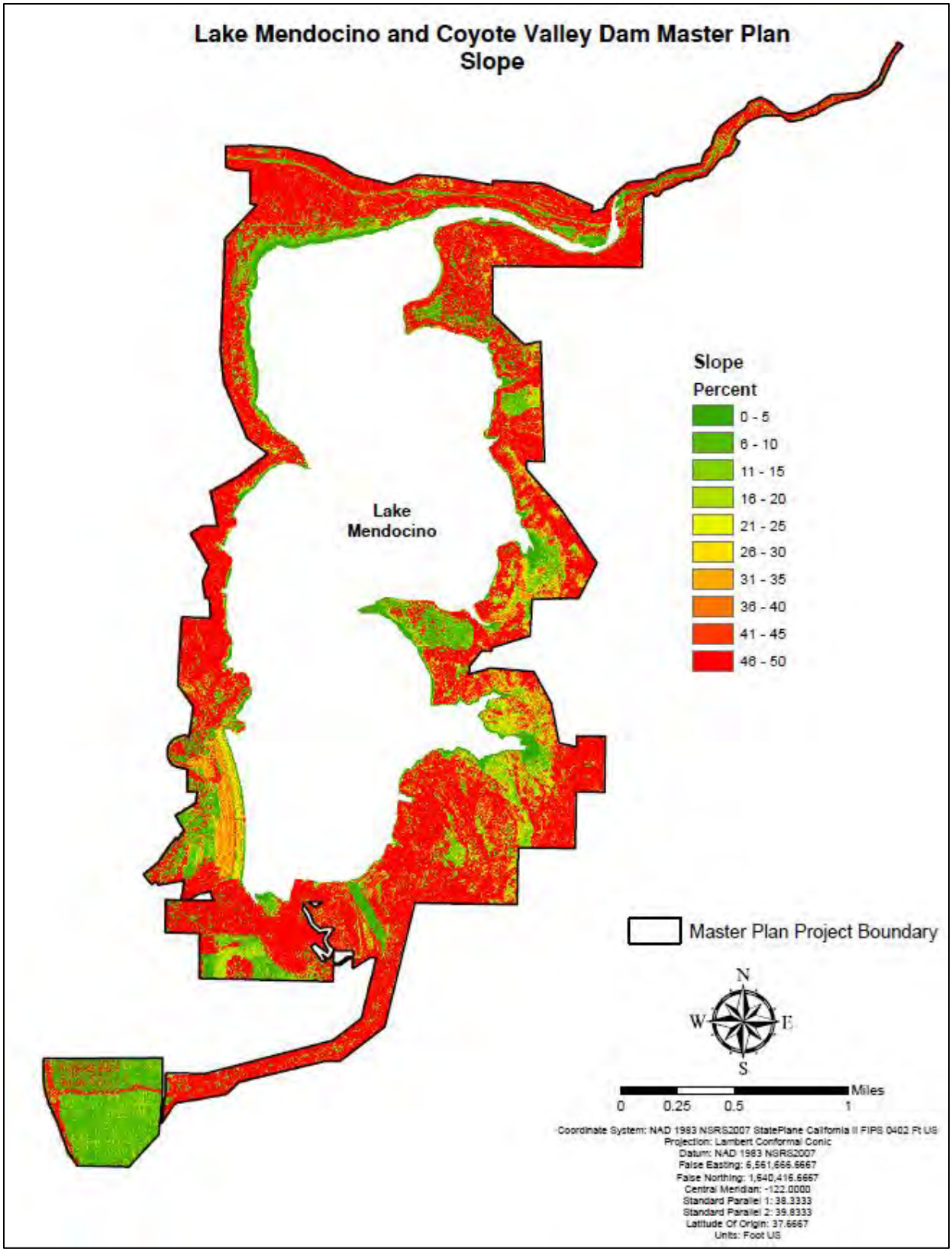
[13] Sonoma Water, 2018. "Reservoir Operations", available at: http://www.scwa.ca.gov/reservoir-operations/. Accessed on 28 June 2018.

The region surrounding Coyote Valley is of moderate relief. Elevations above mean sea level range from about 600 feet in the valleys near Ukiah to about 3,975 feet on top of Cow Mountain, which is east of Lake Mendocino. The lower ridges and hills that divide Coyote Valley from the adjacent valleys are somewhat rounded, but their shape is modified locally by the presence of old terraces. The East Fork Russian River enters Coyote Valley from the northeast through the canyon. Numerous terraces are present on the flanks of the ridges, reflecting earlier erosion and deposition levels of the river (see Map 3 and Map 4Map 4).

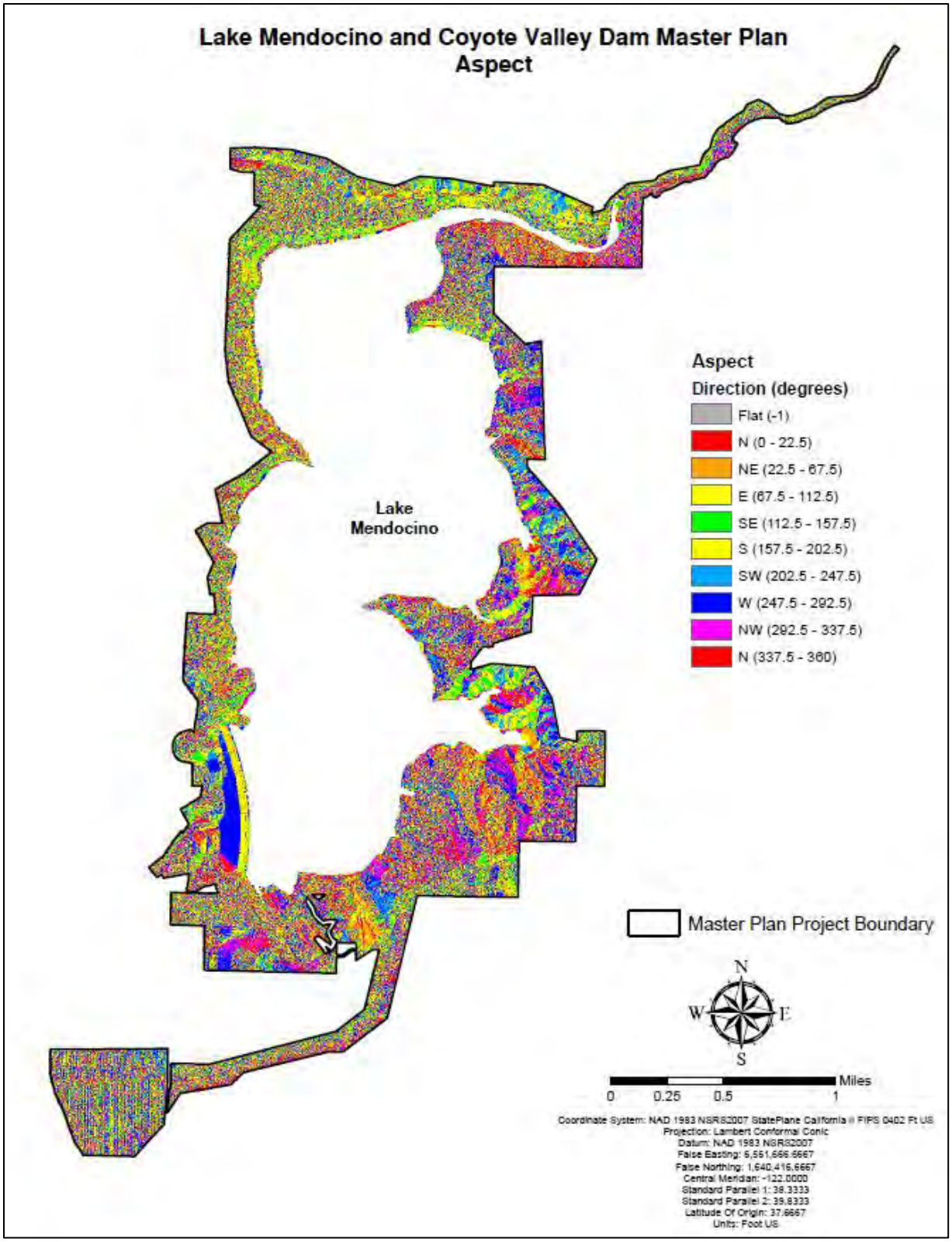
Coyote Valley is a southerly trending valley that is about 1 to 1.5 miles wide by 3 miles long, and lies about a mile east of the Redwood and main Ukiah Valleys. It is flanked by rolling hills that rise 400 feet about the valley floor to the west of Lake Mendocino and abuts against the steeper Franciscan bedrock hills to the east. The upstream end of the reservoir extends north-eastward up the gorge of the East Fork toward the mouth of Cold Creek.



Map 2. Topography of the Russian River Watershed, in which Lake Mendocino is located.



Map 3. Variety of Slopes that are Present at Lake Mendocino.



Map 4. Aspect of Lake Mendocino's Surrounding Lands.

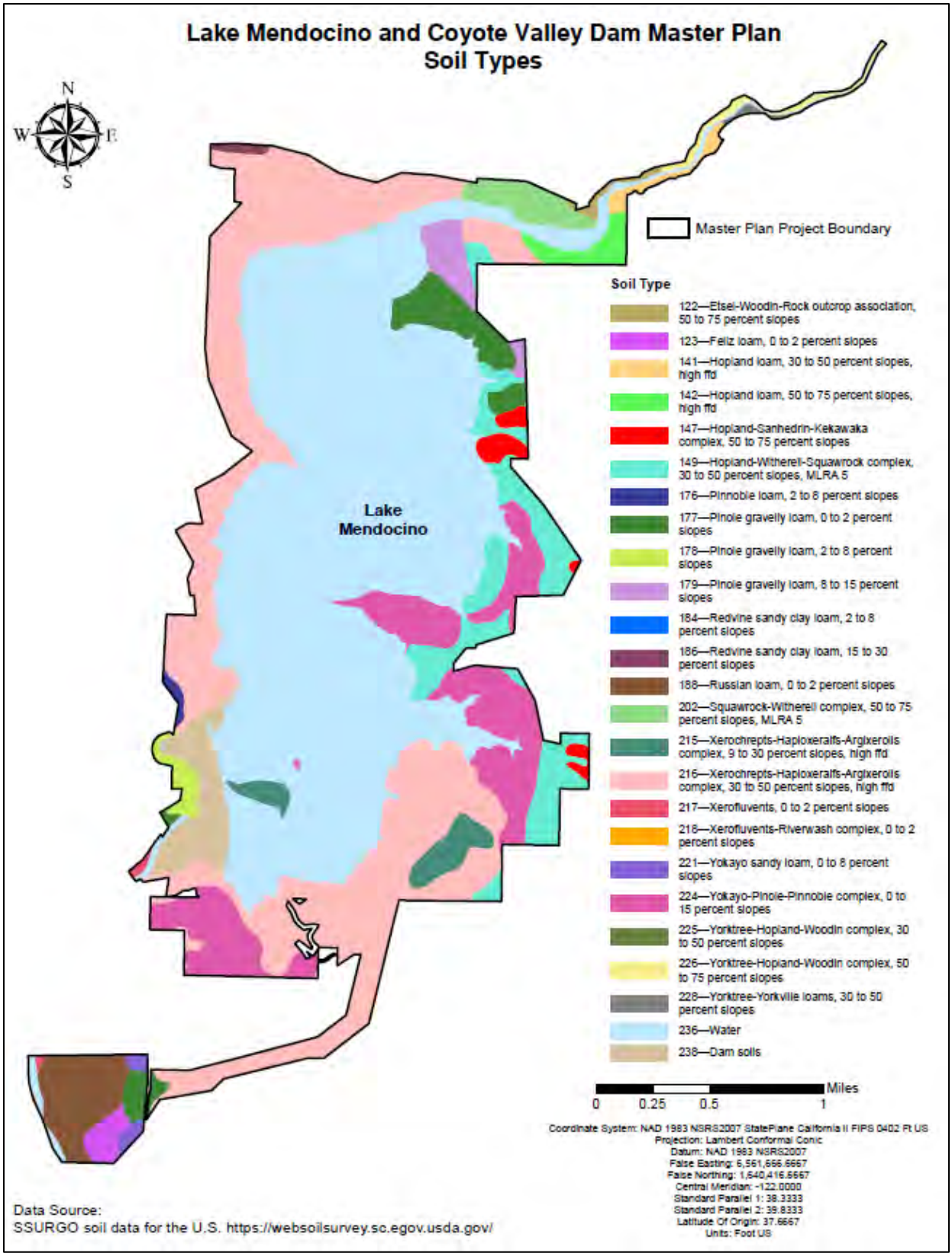
Geology, Soils, and Seismicity

Coyote Valley is underlain primarily by metamorphic rocks from the Franciscan formation. Most of the recreation areas located within the Lake Mendocino boundary have 6 to 12 inches of silt, or sandy silt, overlying the gravelly phase, Older Alluvium. The Older Alluvium is a highly consolidated formation of alluvium deposits consisting of variable mixtures of clay, silt, sand, gravel, and cobbles.

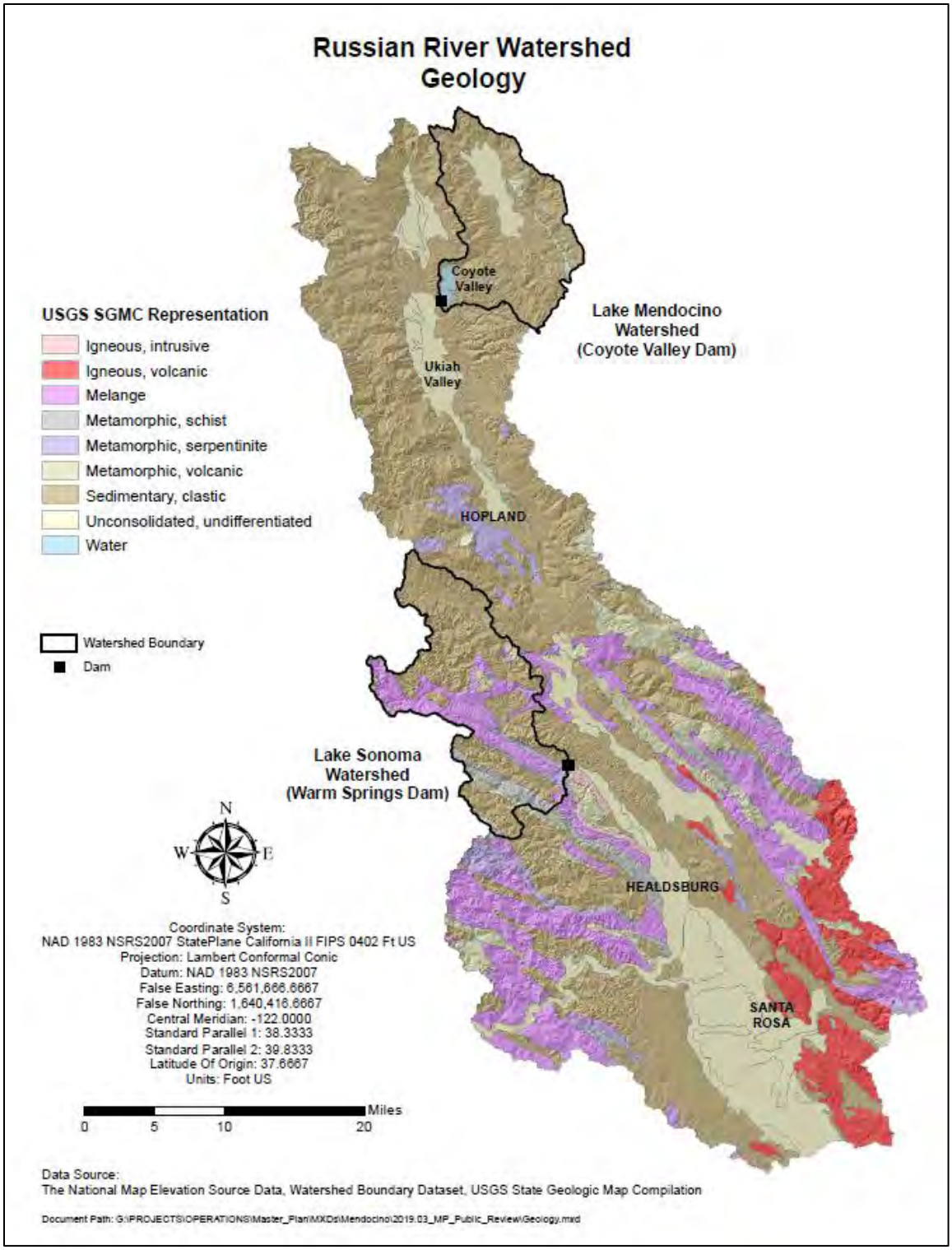
Because of the well-graded composition of the alluvial materials, soils within the recreation areas are well suited for planting turf, trees, shrubs, or ground cover. Soil preparation is required in areas of mowed turf or ground cover. Soil amendments are provided around tree and shrub planting sites as required. Most soils in the project areas are susceptible to heavy erosion (see Map 5).

The geology of the Ukiah Valley is comprised of gravel to sandy sediments that are primarily clayey and sandy gravels that have the characteristic structure of stream deposition (see Map 6). The San Andreas Fault is located about 40 miles west of the Russian River, in addition to two other recognized faults located in the Ukiah region.[14]

[14] Source: USACE, 1986. Coyote Valley Dam and Lake Mendocino Russian River, CA Water Control Manual. Sacramento District, California.



Map 5. Soil Types at Lake Mendocino.



Map 6. Geology of the Russian River Watershed.

2.6 CLIMATE

The climate of the Russian River watershed is mild, experiencing warm, dry summers and cool, wet winters. The close proximity to the Pacific Ocean helps regulate the climate experienced at Lake Mendocino. The temperatures in Ukiah typically range from an annual high temperature of 72.4 degrees Fahrenheit to an annual low temperature of 45.6 degrees Fahrenheit, with an average temperature of 59 degrees Fahrenheit. The average annual precipitation for Ukiah is 40 inches. Precipitation normally occurs between November and April, with winter storms originating from the Pacific Ocean.[15] See Map 7 and Map 8 for the average annual precipitation and the average annual mean temperature for the Russian River Watershed between the years 1981-2010.

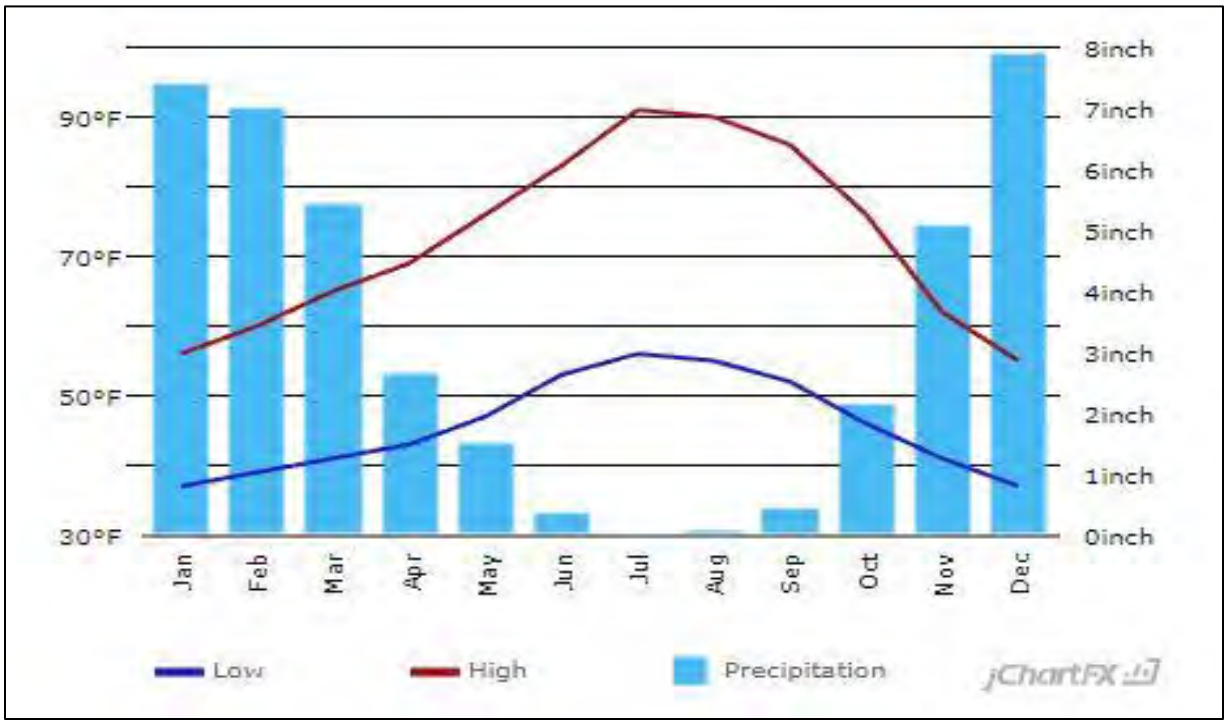
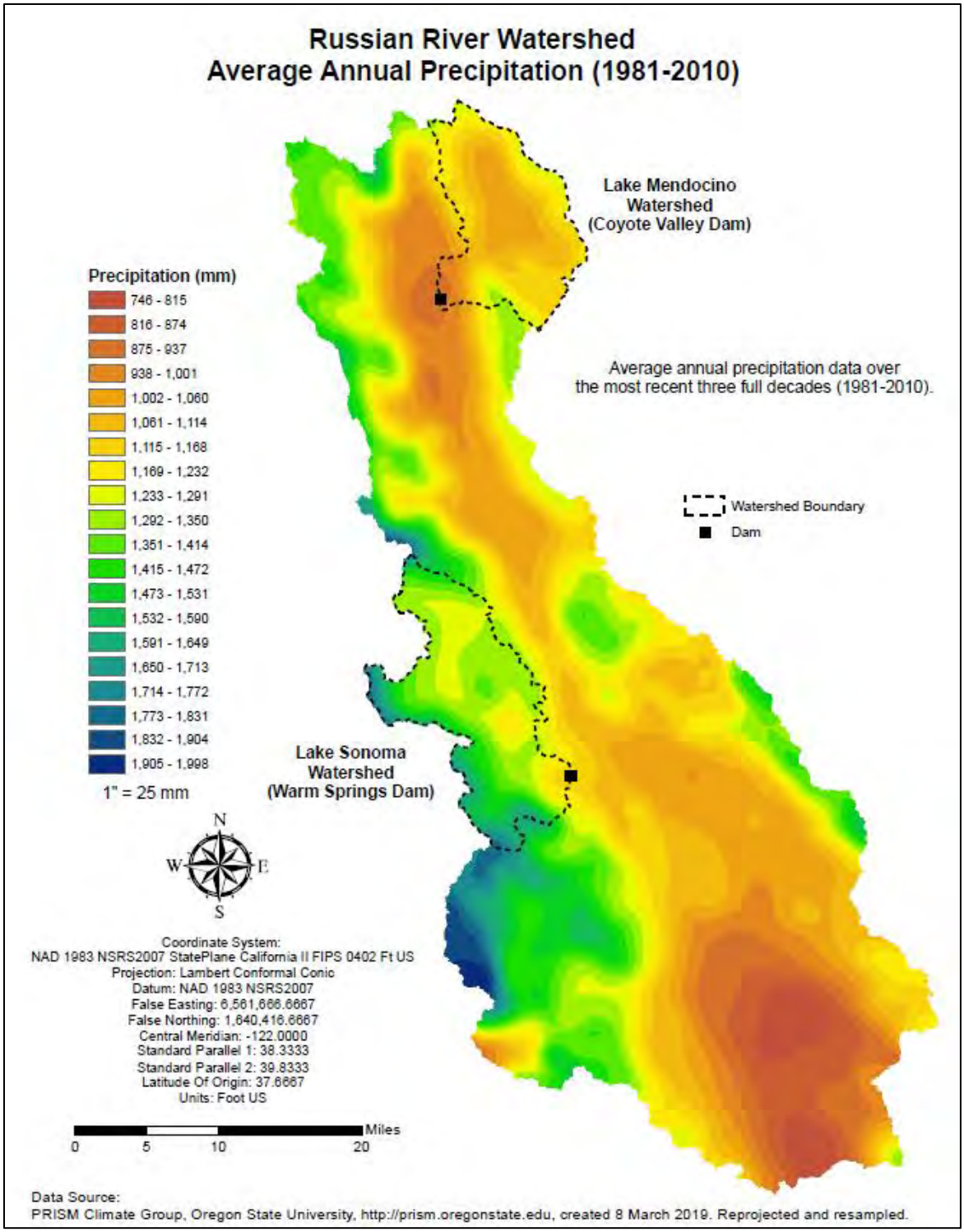
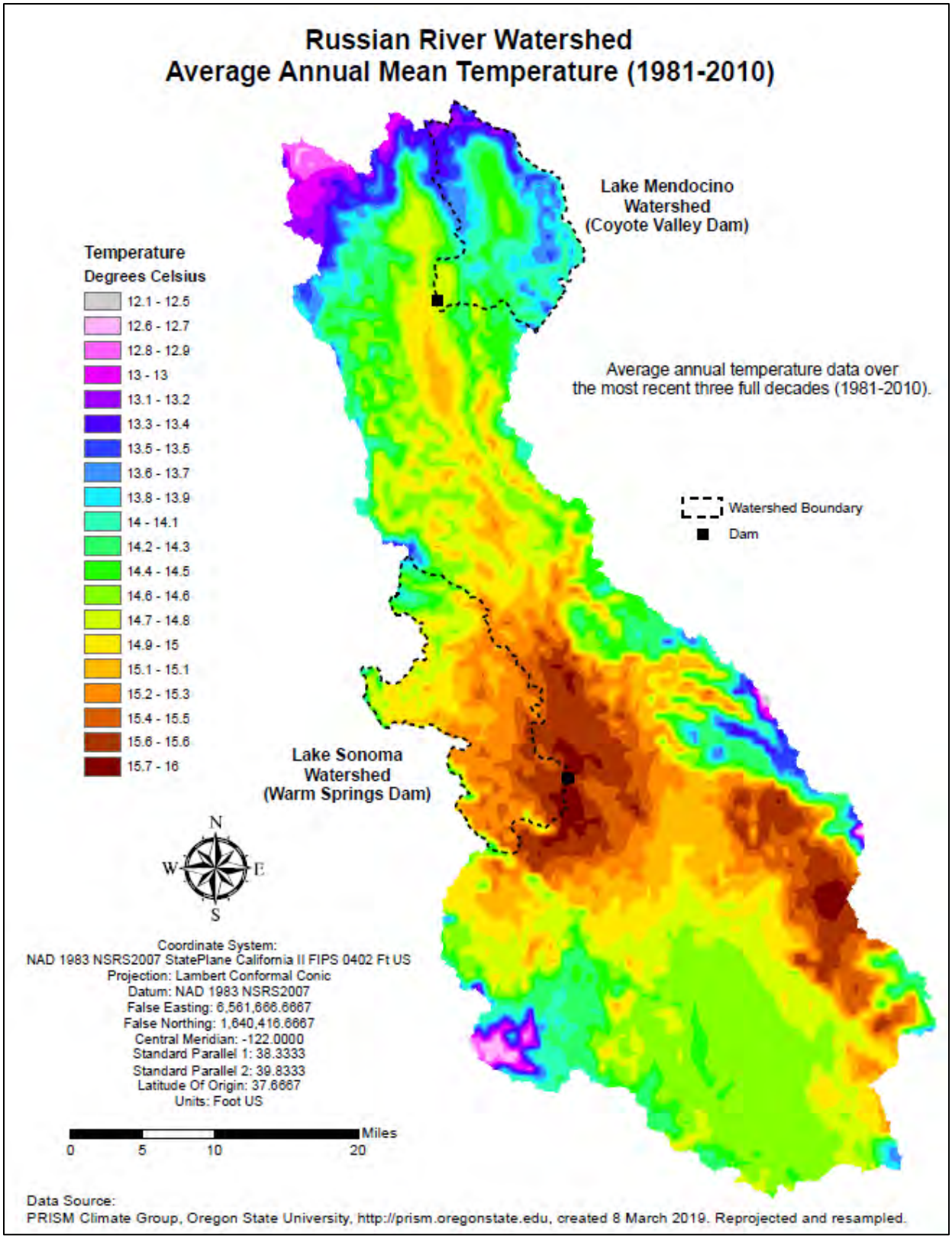


Figure 1. This figure shows average monthly climate data for the City of Ukiah, CA.[16]

[15] Source: U.S. Climate Data-Ukiah, California. https://www.usclimatedata.com/climate/ukiah/california/united-states/usca1176, date accessed May 4, 2018.
[16] Ukiah Weather by Month/Weather Averages. https://en.climate-data.org/north-america/united-states-of-america/california/ukiah-15737/#climate-graph



Map 7. Average Annual Precipitation for the Russian River Watershed from 1981-2010.



Map 8. The Average Annual Mean Temperature for the Russian River Watershed from 1981-2010.

2.7 FISH AND WILDLIFE RESOURCES

Fisheries

Native fish species that currently inhabit, or that have historically inhabited the East Fork of the Russian River, include Steelhead (*Oncorhynchus mykiss*), California Coast fall chinook salmon (*Oncorhynchus tshawytscha*), the Central Coast coho salmon (*Oncorhynchus kisutch*), coastal rainbow trout (*oncorhynchus mykiss irideus*), hardhead (*Mylopharodon conocephalus*), Pacific lamprey (*Entosphenus tridentata*), Sacramento pikeminnow (*Ptychocheilus grandis*), Sacramento sucker (*Catostomas occidentalis occidentalis*), and the Russian River tule perch (*Hysterocarpus traskii pomo*).

Numerous non-native species also inhabit this fork including bluegill (*Lepomis macrochirus*), brown bullhead (*Ameiurus nebulosis*), common carp (*Cyprinus carpio*), golden shiner (*Notemigonus crysoleucas*), green sunfish (*Lepomis cyanellus*), largemouth bass (*Micropterus salmoides*), redear sunfish (*Lepomis microlophus*), smallmouth bass (*Micropterus dolomieu*), and western mosquitofish (*Gambusia affinis*)[17].

Construction of the CVD created a barrier to upstream migration for anadromous salmonids resulting in the loss of spawning habitat above the dam. The Don Clausen Fish Hatchery at Lake Sonoma along with the imprinting ponds and egg collection facility below CVD provide for the release of 40,000 steelhead smelt annually. These releases are to mitigate for the loss of upstream spawning habitat on the East Fork of the Russian River[18].

Fish habitat in the area inundated by the dam has been significantly altered. Summertime temperatures raise the surface water temperature and oxygen is drawn from the cooler deep water, resulting in lowered dissolved oxygen throughout the lake. Water temperatures and oxygen levels no longer support cold water species such as rainbow trout. In addition, reservoir management normally causes 20 feet of annual variation in water levels. This prevents the establishment of emergent and submerged vegetation around the lake perimeter. The resulting lack of cover and food sources has created challenges for fisheries management at the lake. Various methods of providing cover along the shore have been employed in coordination with the California Department of Fish and Wildlife (CDFW), including the placement of brush structures, Christmas trees and concrete tiles.

Common species in Lake Mendocino now include largemouth bass, smallmouth bass, striped bass (*Morone saxatilis*), bluegill, black crappie (*Pomoxis nigromaculatus*), white crappie (*Pomoxis annularis*), channel catfish (*Ictalurus punctatus*), white catfish (*Ictalurus catus*), brown bullhead (*Ameiurus nebulosis*) and a variety of non-game species. Rainbow trout

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[17] University of California Davis. 2018. California Fish Website. http://calfish.ucdavis.edu/location/?ds=698&reportnumber=1293&catcol=4712&categorysearch=%27Burright%20Creek-East%20Fork%20Russian%20River-180101100101%27

[18] Lake Mendocino Operational Management Plan, U.S. Army Corps of Engineers, San Francisco District. June 2013. 430pp.

stocked in the river above the lake occasionally migrate downstream for brief periods in the spring and fall, when dissolved oxygen levels in the lake are higher.

Fish Stocking Practices
The CDFW, through their Inland Fisheries Division, has the overall responsibility for the fishery program at Lake Mendocino. The fish management program is supervised by professionally trained fisheries biologists stationed in Ukiah and Redding, California. The goal of the State's fisheries program is to produce the best fishing possible for the maximum number of people. The fisheries management program is geared to test, evaluate and provide a greater variety of fishing opportunities by using techniques to primarily favor native species. USACE policy is to cooperate with and support studies and subsequent fisheries management recommendations of the reservoir fishery biologist where mutually beneficial and consistent with established goals[19].

Lake Mendocino is stocked with largemouth and smallmouth bass, white and black crappie, bluegill, and 3 species of catfish. Striped bass are stocked in years when the local Striped Bass Club has the funding to conduct the stocking.

Wildlife
Federally Listed Wildlife
No Federally listed endangered or threatened species are known to occur at Lake Mendocino other than the steelhead that occur at the fish imprinting facility below the dam.

Habitat around Lake Mendocino supports a variety of wildlife that has shown little significant decrease as a result of recreational development. Although the total area of habitat available to wildlife has been reduced by the lake and its improvements, habitat quality is generally good. The land and its plant associations support populations of Black-tailed deer, predatory and small game species, and a variety of non-game mammals, birds, reptiles, amphibians and insects[20].

<u>Large Mammals</u>
Black-tailed deer are the most prevalent large mammal, with 80 to 140 deer per square mile observed in a CDFW helicopter survey of the wildlife area and adjoining private lands. Deer are most abundant in the oak woodlands within the wildlife area on the east and south sides of the lake. This area is shown in Map 9. Forbs, annual grasses, acorns and palatable shrubs provide ample food.

Irrigated lawns in Bushay Campground are grazed daily by deer. The west side of the lake supports a smaller deer population, limited by private development and thick stands of brush. The north end is sandwiched between highway and lake, and is heavily developed, thus supporting few deer.

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[19] ibid
[20] ibid

Many predatory mammals inhabit the interspersed chaparral/oak woodland/grassland plant communities. See Map 9 for the location of the vegetation communities at Lake Mendocino. Occasionally observed are gray fox, coyotes, bobcats, skunks, raccoons and weasels, preying upon abundant small mammal and bird populations. There have been rare sightings of mountain lions and bears, usually on the east side of the lake. Feral domestic cats are prevalent in all the recreation areas, and are trapped and removed as time permits. In fall 1990, a family of river otters was observed in the river inlet and marina area at the north-east end of the lake. The family, consisting of five animals, was seen in Perry Creek Cove in the fall of 1995. One pup was spotted on the Inlet in 2002, and another otter was observed in 2006 just off Jet Ski Beach.

Small Mammals

Many species of rodents are common to all areas of the project. The brushier areas are inhabited by brush rabbits, blacktailed jackrabbits, California Ground squirrels, dusky-footed woodrats, deer mice and opossums. Western gray squirrels, Sonoma chipmunks, brush rabbits, house mice and western harvest mice are frequently observed in the wooded camping areas. Grasslands support pocket gophers, moles, shrews, California voles and the various mice, rats and ground squirrels associated with meadow habitat. Many species of bats are common, preying on the insects attracted by the lake environment. From 1997 to 1998, about a dozen bat boxes were installed, and 10 years later almost all of these are still utilized by bats[21].

Avian Fauna

The project supports varied and abundant avian fauna throughout all seasons of the year. As of 2003, a total of 194 species were sighted at least once.

In the fall and winter months, the lake serves as habitat for migratory waterfowl, such as western and eared grebes, American coots, buffleheads, wood duck, Canada geese, brown pelicans, cormorants, and many other ducks and geese. Feral domestic ducks and geese reside year-round at the north and south-east ends of the lake. These birds pose a management problem as they compete with native species for resources, and may transmit disease and parasites to them.

Great blue herons are year-long residents, while common egrets appear in the winter, summer and fall. Green herons nest in willow groves along the river inlet and outlet.

Osprey fish the lake coves and inlet. As many as six osprey were seen in the summer of 1990. However, today they are not consistently seen. There are no known nesting sites at the lake. Nesting platforms were installed in fall 1990 and to-date the platforms have not been used[22].

In the open grasslands, towhees, Brewer's blackbird, cowbirds, robins, sparrows, goldfinches, meadowlarks, phoebes, king birds, juncos, thrush, kinglets, larks and warblers are all abundant during the various seasons.

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[21] ibid
[22] ibid

Ninety bird boxes were installed between 1996 and 1997. About 12 wood duck boxes were also installed at that time. Most of the bird boxes were cleaned out and/or repaired in 2006. The wood duck boxes were utilized more by screech owls than wood ducks[23].

Turkeys inhabit the upland oak woodlands/grasslands, and feed on mast and other seeds from annual and perennial grasses and forbs. Turkeys (*Meleagris gallopavo*) were introduced to the Ukiah area several years ago by the CDFW, and have since become an important game species in the wildlife area. The CDFW by-drawing-only hunts are held in the fall and spring. Fall turkey hunts are less successful as the turkeys cannot be called as easily.

Chaparral-covered hills provide habitat for quail, several hummingbird species, wrentits, wrens, and northern mocking birds.

Oak woodlands support the greatest abundance of predatory birds. Red-tailed hawks, bald and golden eagles, barn owls, screech and great-horned owls feed on larger rodents and rabbits, while sparrow hawks and kites feed on smaller rodents and insects. The oaks provide food and cover for the acorn woodpecker, red-shafted flicker, titmouse, nuthatch and scrub jay. In proximity to intensive use camping areas, starlings, blackbirds, ravens, crows and house finches are more numerous than in other habitats.

Amphibians and Reptiles

Western pond turtles occupy the shallow lake and river areas along with bullfrogs and foothill yellow-legged frogs. Exotic red-eared pond sliders share similar habitat with western pond turtles, and have the potential to displace them. Pacific tree frogs are common on shrubs close to streams or the lake's edge, and during the rainy season salamanders can be found under decaying logs and leaf litter. Western toads live among the vegetation, while newt inhabit the streambeds.

The western fence lizard is the most common reptile seen, and occupies rocky areas along with the western skink. Alligator lizards prefer wooded areas.

Both gopher snakes and the northern pacific rattlesnakes depend heavily on the high rodent population. Rattlesnakes are most common in the primitive areas of the project, but can been seen in other locations as well. The common and mountain kingsnakes feed on small mammals and other snakes. Garter snakes, racers, rubber boas, ringnecked snakes and sharp-tailed snakes are also seen in the park.

2.8 VEGETATION

Vegetation communities identified during the 2011 floristic survey conducted by SC Environmental Inc., as seen in Map 9, include: Ruderal (64.96 acres), Non-Native Grassland (286.43 acres), Native Grassland (2.77 acres), Northern Hardpan Vernal Pool (0.02 acres), Coastal and Valley Freshwater Marsh (0.35 acres), Northern Coyote Bush Scrub (9.42 acres),

[23] ibid

Chamise Chaparral (18.69 acres), Urban Mix (94.82 acres), California Bay Forest (11.39 acres), Interior Live Oak Woodland (532.53 acres), Black Oak Woodland (6.51 acres), Oregon Oak Woodland (20.86 acres), Blue Oak Woodland (189.56 acres), and Upland Douglas Fir Forest (1.08 acres). [24]

Sensitive Communities
Sensitive communities are those of special concern to resource agencies because of their rarity and/or value as wildlife habitat, or those that are afforded specific consideration under Section 404 of the CWA, such as riverine, riparian, marsh, and seasonal wetland habitats, and other applicable regulations. This concern may be caused by the locally or regionally declining status of such habitat, or because they are important habitat to common and special-status species. Many of these communities are tracked in the CDFW Natural Diversity Database, an inventory of the locations and conditions of the state's rarest plant and animal taxa and vegetation types.

A total of five sensitive communities were observed within the study area: Native Grassland, Northern Hardpan Vernal Pool, Coastal and Valley Freshwater Marsh, California Bay Forest, and Oregon Oak Woodland[25]

As recognized by Sawyer *et al*. (2009)[26] Native Grasslands on-site are expressed as the *Danthonia californica* Herbaceous Alliance, California Bay Forest as *Umbellularia californica* Herbaceous Alliance, and Oregon Oak Woodland as *Quercus garryana* Woodland Alliance. These alliances are considered of high inventory priority as they have a Subnational Conservation Status Rank of S3[27]. A rank of S3 indicates a vegetation alliance or association as "Vulnerable", meaning it is at moderate risk of extinction or elimination due to a restricted range, relatively few populations, recent and widespread declines, or other factors.

Northern Hardpan Vernal Pools are represented on site by the Burke's goldfield area located below the dam. Sawyer *et al*. (2009) has not described vegetation alliances dominated by *Lasthenia burkei* and it has not been assigned a Heritage Rank. However, Northern Hardpan Vernal Pool was assigned Heritage Rank or Subnational Conservation Status Rank of S1. A rank of S1 indicates a vegetation alliance or association as "Critically Imperiled" because of extreme rarity or because of some factor(s) such as very steep declines making it especially vulnerable to extirpation from the jurisdiction.

Coastal and Valley Freshwater Marsh are considered of high inventory priority as they have Subnational Conservation Status Ranks of S2. A rank of S2 indicates a vegetation alliance or association as "Imperiled" because of rarity due to very restricted range, very few populations, steep declines, or other factors making it very vulnerable to extirpation from jurisdiction.

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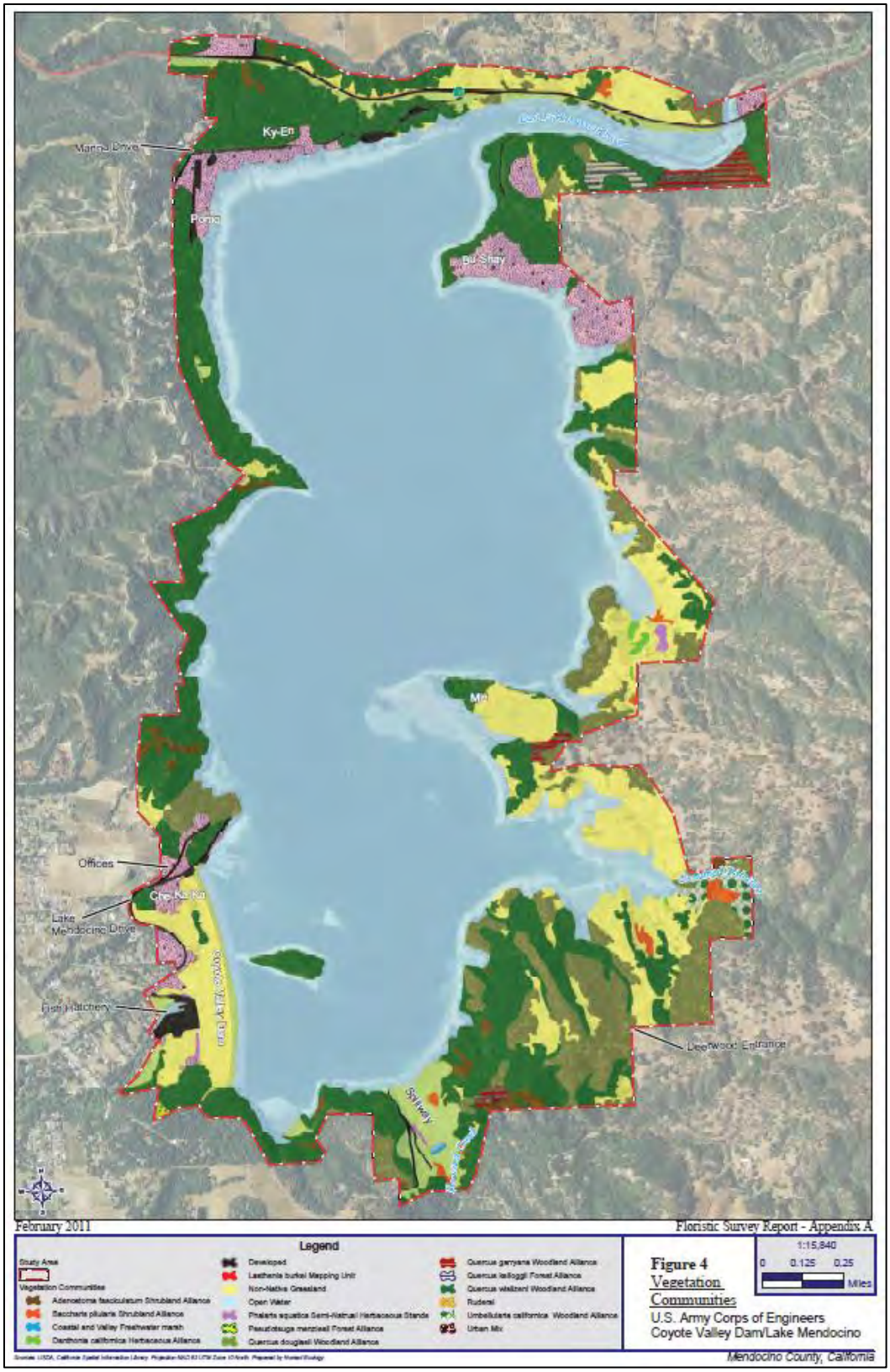
[24] Draft Floristic Survey Report, Coyote Valley Dam/Lake Mendocino, Mendocino County, California. SC Environmental Inc. Feb 2011. 119 pp.
[25] ibid
[26] Sawyer, J.O., T. Keeler-Wolf, and J.M. Evans, 2009. A Manual of California Vegetation. Second Edition. California Native Plant Society, Sacramento, California. 1300pp
[27] California Department of Fish and Game. 2010. List of California Vegetation Alliances. The Vegetation Classification and Mapping Program. Wildlife and Habitat Data Analysis Branch.

The East Fork Russian River, Lake Mendocino, Howard Creek, and the unnamed tributaries lie within the study area. These hydrologic features exhibit ordinary high water marks and evidence of scour. As potentially jurisdictional waters under Section 404 of the CWA, they are treated as sensitive natural communities[28].

A grazing program at Lake Mendocino would help reduce the hazard of wildfire by directly reducing the amount of vegetation. The program, through work-in-lieu-of rent, can be used to reduce maintenance costs of vegetation management, control invasive plant species (such as yellow star thistle and cocklebur), can be used to increase diversity of plant and animal species, control erosion from water runoff for improved water quality, improve vegetation along stream banks and provide opportunities to improve infrastructure. As part of Lake Mendocino's vegetation management program, it can be managed so that there are no conflicts with the recreation and public use of the project.

[28] Draft Floristic Survey Report, Coyote Valley Dam/Lake Mendocino, Mendocino County, California. SC Environmental Inc. Feb 2011. 119 pp.



Map 9. Vegetation Communities at Lake Mendocino.

Special Status Plant Species
A floristic survey conducted in 2011[29] found the potential for only one Federally listed species, the Burke's goldfields (*Lasthenia burkeri*), to occur within the project boundaries. Burke's goldfields is Federally and state listed as endangered and is designated a CNPS List 1B.1 species indicating it is rare and seriously endangered in California[30]. This species is an annual of the sunflower (*Asteraceae*) family.

This taxon is a small, slender annual herb that produces opposite leaves. Both the ray and disc flower of Burke's goldfields are bright yellow, while the pappus of the species usually consists of one long bristle and several short bristles. In similar members of the genus, the pappus is usually absent or consists of two or more long bristles. It is differentiated from other species in the genus by having greater than six free phyllaries, pinnately lobed leaves, lacking glands, and short fruits. It blooms from April to June.

Burke's goldfields occupy mesic meadows and seeps and vernal pools[31]. It has been recorded as occurring in Lake, Mendocino, Napa, and Sonoma Counties between 49 to 1,968 feet (15 to 600 meters) in elevation[32].

Management Unit # 4 Unique Wildflower Area (see Map 24) consists of three small areas that were designated as Unique Wildflower Areas due to the current or past presence of Burke's goldfields. This designation is designed for the protection of this species (see Chapter 4 for more information).

The 2011 survey detected Burke's goldfields in the Unique Wildflower Area located below the CVD. An approximate total of 1,200 individuals were included in three small depressions at the time of this survey. This occurrence represents the northernmost station for this taxon throughout its range. Currently these depressions do not contain invasive weed species and are generally dominated by Burke's goldfields.
The survey also determined that suitable habitat is present at Lake Mendocino for 11 State species of concern including watershield (*Brasenia schreberi*), bristly sedge (*Carex comosa*), Koch's cord moss (*Enosthodon kochii*), minute pocket moss (*Fissidens pauperculus*), small groundcone (*Kopsiopsis hookeri*), Hall's bush mallow (*Malacothamnus hallii*), Baker's navarretia (*Navarretia leucocephala* subsp. *bakeri*), Lobb's aquatic buttercup (*Ranunculus lobbii*), beaked tracyina (*Tracyina rostrata*), and western viburnum (*Viburnum ellipticum*). Of

[29] Draft Floristic Survey Report, Coyote Valley Dam/Lake Mendocino, Mendocino County, California. SC Environmental Inc. Feb 2011. 119 pp.
[30] 2011. Inventory of Rare and Endangered Plants (online edition, v7-06a). California Native Plant Society. Sacramento, CA. Accessed from http://www.cnps.org/inventory
[31] California Native Plant Society (CNPS). 2001a. Inventory of Rare and Endangered Plants of California. 6th Edition. Rare Plant Scientific Advisory Committee, David P. Tibor, Convening Editor. Sacramento, California. 388 pp.
[32] 2011. Inventory of Rare and Endangered Plants (online edition, v7-06a). California Native Plant Society. Sacramento, CA. Accessed from http://www.cnps.org/inventory

these potential species only Baker's navarretia and Lobb's aquatic buttercup were identified during the survey[33]. The special status species and invasives can be seen in Map 10.

[33] Draft Floristic Survey Report, Coyote Valley Dam/Lake Mendocino, Mendocino County, California. SC Environmental Inc. Feb 2011. 119 pp.

Map 10. Special Status Species and Invasive Species Found at Lake Mendocino.

Critical habitat
There is no critical habitat for any Federally listed species of flora or fauna within the Lake Mendocino project boundary. A list of trust resources was obtained from the USFWS and is appended to the Environmental Assessment in Appendix B.

Invasive Species.
Exotic and invasive plant species are a part of the existing ecosystem at Lake Mendocino. These invasive species have the ability to rapidly disrupt land and water resources if not aggressively managed. Over time, native species can be replaced and the ecology altered. Additionally, the interdependence and connectivity between the flora and fauna will be out of balance, and the fauna may relocate to find habitat required for preferred food, shelter, or habitat structure. Invasive species not only have tremendous consequences on altering ecosystem compositions, but also economically high costs stem from labor, materials, and equipment to control.

The 2011 floristic Survey detected a number of non-indigenous species in the project area. These include: false brome (*Brachypodium distachyon*), yellow star thistle (*Centaurea solstitialis*), poison hemlock (*Conium maculatum*), orchard grass (*Dactylis glomerata*), oblong spurge (Euphorbia oblongata), fennel (*Foeniculum vulgare*), French broom (*Genista monspessulana*), Klamath weed (*Hypercium perforatum*), Harding grass (*Phalaris aquatica*), Himalayan blackberry (Rubus armeniacus), medusahead (*Taeniatherum caput-medusae*), and periwinkle (*Vinca major*).

Executive Order (EO) 13112 provides direction and asks Federal agencies to identify and reduce actions that introduce or spread invasive species. All Federal land and water management agencies within the Department of Interior (DOI), National Oceanic and Atmospheric Administration (NOAA), and Department of Defense (DOD) have authority to control and manage invasive species as well as restore affected areas on their lands and waters. This authority arises from the various agency regulations and other statutes that govern management, uses, and planning on the lands and waters under their jurisdiction. The level of effort and budgetary resources for management, control, and restoration vary with each Department. None of them has the resources to control every invasive species present on Federal lands and waters. Departments and their agencies also work in partnership with states and private landowners to control invasive species on public lands.

Control of non-native grasses are accomplished at Lake Mendocino through mowing and spraying along road shoulders shorelines, and in the recreation areas. Yellow star thistle and cocklebur are pulled by hand.

Poison Oak, while a native, is also controlled in the Bushay and Kyen campgrounds, along the Shakota Trail and in the Frisbee golf courses.

2.9 CULTURAL RESOURCES

The cultural resources present at Lake Mendocino (prehistoric, ethnographic, and historic) play an important role in the future management of the Lake and surrounding lands. In the late summer of 2010, using funding provided under the American Recovery and Reinvestment Act

of 2009, a comprehensive inventory, evaluation, and condition assessment of archaeological and historical sites located above lake level at Lake Mendocino was conducted by Statistical Research Inc., under contract to the Corps. An outline of the historical context of the lake, from early Native American settlement through the recent historical period and dam construction, is available in the resulting publication titled *American Recovery and Reinvestment Act 2009 Section 110 Compliance Report for the U.S. Army Corps of Engineers, San Francisco District: Section 110 Survey and Condition Assessment of 15 Sites at Lake Mendocino, Mendocino County, California* (2011)[34]. Digital copies are available to the public by request from the San Francisco District.

Archaeological Work at Lake Mendocino

In the late 1940s, with plans underway for the construction of the dam, the first organized archaeological surveys of the Lake Mendocino area were undertaken by Franklin Fenenga for the Smithsonian Institution. Fenenga identified three Native American sites in the footprint of the then-proposed reservoir. In 1957, Adan Treganza conducted excavation work on one of the sites Fenenga identified, and documented 16 additional sites. Years after dam construction, in the 1970s, several additional studies were undertaken to assess the impacts of dam construction. Including these early efforts, at least 15 archaeological surveys and at least 31 sites have been identified within the footprint of Lake Mendocino. A more detailed description of the archaeological work at the lake, and the specific results, is provided in the 2011 Section 110 report.

Native American and Euro-American Historical Resources at Lake Mendocino

At least 14 Native American village sites are known to exist at the lake, as well as at least four other pre-contact Native American sites. Two historic period Rancheria sites have been identified, as well as more recent remains of ranching and farming operations. One historic winery, the Garzini Winery (MEN-1138H) was documented extensively by a graduate student in the 1997 and has been recommended eligible for inclusion in the National Register of Historic Places.

Best Practices for Cultural Resources Management

The Section 106 review process must be undertaken for all projects and undertakings conducted at the lake, either by, or with the approval of, the San Francisco District. To maximize the effectiveness of the process, and to minimize unexpected impacts, the process should begin during the very earliest phases of project planning. Work should be planned to avoid impacts to cultural resources whenever possible. The locations of archaeological and historical resources known to exist in the Lake Mendocino area should be taken into account, as well as professional

[34] Source: Seetha N. Reddy, 2011. Am*erican Recovery and Reinvestment Act 2009 Section 110 Compliance Report for the U.S. Army Corps of Engineers, San Francisco District: Section 110 Survey and Condition Assessment of 15 Sites at Lake Mendocino, Mendocino County, California*. Copies on file at the Northwest Information Center, Sonoma State University, Rohnert Park, California.

assessments of the potential for sites to exist underground. The 2011 Section 110 report includes an assessment of geoarchaeological sensitivity that should be taken into account. In addition to direct effects, it is imperative to consider the indirect results of an undertaking, such as induced recreational traffic through a sensitive area.

Locations of archaeological sites and any historical resources, especially in situations where visitation cannot be controlled and supervised, should not be unnecessarily disclosed to the general public. In the worst case, such disclosure may invite vandalism or looting. Additionally, many Native American tribes feel that the nature and location of archaeological sites associated with their history is private information that they would prefer not be widely known. That said, the variety of cultural resources at Lake Mendocino are an asset to the Corps and the region. They are irreplaceable physical reminders of the history of the area should be protected, but the story they tell should not remain a secret. Interpretive signage and programs are encouraged, and can provide a more well-rounded and enjoyable experience to visitors to the lake, to the extent that these activities do not threaten the resources.

Cultural resources within the Lake Mendocino property are afforded protection under the ARPA, NHPA, and NAGPRA. These laws govern the process for how we identify, assess, treat, and protect cultural and archaeological resources on public or Indian lands.

2.10 DEMOGRAPHICS AND ECONOMICS

As of the 2010 Census, the City of Ukiah had a total population of 16,075 people[35]. The annual population estimate for 2017 was 16,036[36]. In 2010, the median age was 35.9 years and the average household size was 2.48 persons[37]. The median household income in 2016 was $38,686[38]. The majority of residents in Mendocino County identified as white, with Hispanic being the largest minority group in 2010[39]. Table 3 compares the population in 2017 for several counties, including Mendocino County, to their corresponding growth rates between 2010 and 2017. Mendocino County experienced nominal population growth in this period. A forecast of population growth by county done by the California Department of Finance shows that the population of Mendocino County will have grown by about 2,500 between 2010 and 2020[40]. The projected population for Mendocino County by 2060 is just over 96,000[41].

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[35] Source: U.S. Census Bureau. 2010. Demographic Profile.
[36] ibid
[37] ibid
[38] ibid
[39] ibid
[40] Source: California Department of Finance. 2007. *Population Projections for California and its Counties 2000-2050, by Age, Gender and Race/Ethnicity,* Sacramento, California.
[41] ibid

Table 3. Current Population by County and Average Growth Rate.[42]

County	2017 Population	Average Growth Rate (2010 to 2017)
Mendocino	88,018	0.2%
Sonoma	483,870	4.2%
Napa	136,530	3.3%
Butte	220,002	4.2%
Solano	413,344	7.8%

The great majority of the population that utilizes Lake Mendocino resides in or near the City of Ukiah. The average income in Ukiah is $64,014[43]. Table 4 shows additional statistics on the distribution of income ranges. Table 5 shows that the population of Ukiah increased slightly from 2000 to 2010, resulting in an increase in housing units but also two times the number of vacant housing units.

Table 4. Income Distribution in 2016[44]

Income Range	Households	Percent
Less than $25,000	1,958	31.9%
$25,000 to $34,999	812	13.2%
$35,000 to $49,999	753	12.3%
$50,000 to $74,999	1,100	17.9%
$75,000 to $99,999	594	9.7%
$100,000 to $149,999	631	10.3%
$150,000 to $199,999	136	2.2%
$200,000 or more	150	2.4%
Total	6,134	100%

Table 5. Population and Housing

Year	Population	Total Housing Units	Occupied Housing Units	Percent Vacant	Persons Per Household
2000[45]	15,497	6,137	5,985	2.5%	2.47
2010[46]	16,075	6,488	6,158	5.1%	2.48
2016[47]	15,884	6,521	6,134	5.9%	2.61

[42] Source: U.S. Census Bureau Quick Facts. Population Estimates, July 1, 2017.
[43] Source: ACS 5-Year Estimates
https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk
[44] Source: ACS 5-Year Estimates
https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk
[58] Source: 2000 U.S. Census Bureau
https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF
[46] Source: 2010 Census Benchmark
https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF
[47] Source: ACS Demographic and Housing Estimates 2012-2016 5-year estimates

An economic and demographic profile of Mendocino County was done in 2011 by the Center for Economic Development at California State University, Chico[48]. The study revealed that the utilities sector experienced the most growth in Mendocino County and farming jobs decreased significantly. Government jobs comprised the highest percentage of overall jobs in 2008 for Mendocino County, followed by retail and health care/social assistance jobs. Few opportunities for jobs in the arts, entertainment, and recreation fields existed in 2008 as compared to the other industries shown in Figure 2. In 2009, the City of Ukiah had the largest labor force of any other city or town within Mendocino County.

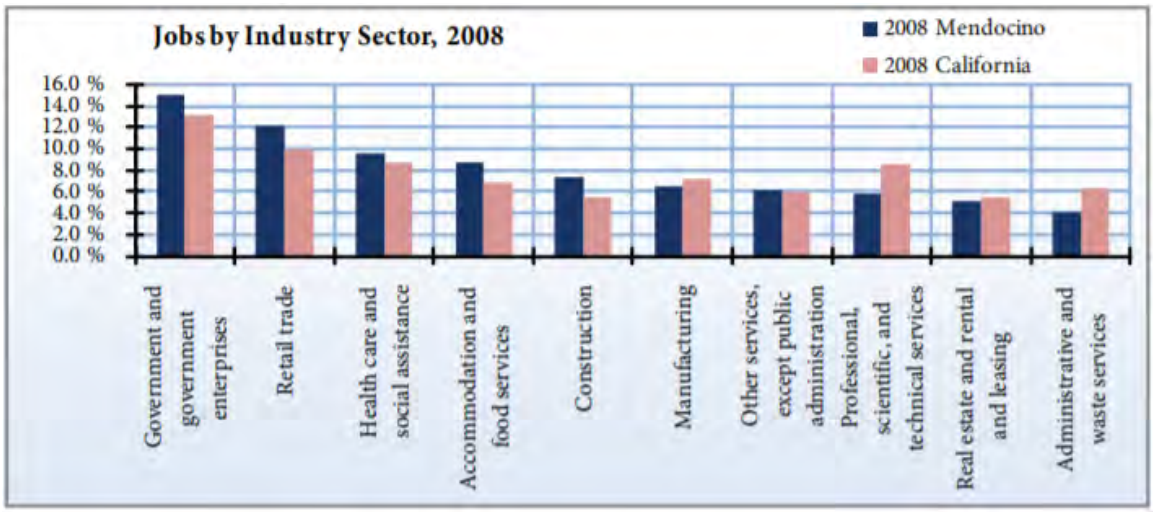

Figure 2. Distribution of jobs by industry in Mendocino County as compared to the State of California[49].

Travel related spending greatly influences the economy of Mendocino County. In 2016, a total of $386.1 million was spent directly on travel. In comparison, the North Coast Region, in which Mendocino County lies, experienced a total of $1.92 billion spent directly on travel, and the State of California had $126.3 billion spent directly on travel. Accommodations and food services comprised the majority of the travel expenditures in Mendocino County. The majority of lodging expenses related to travel were spent on hotels, with campgrounds generating the third highest visitor spending for lodging type. The recreation industry, which is grouped with arts and entertainment, generated $31.3 million in 2016[50].

[48] Source: California State University Chico Center for Economic Development. 2011. Mendocino County 2010-2011 Economic and Demographic Profile.
[49] Source: California State University Chico Center for Economic Development. 2011. Mendocino County 2010-2011 Economic and Demographic Profile.
[50] Source: Dean Runyan Associates. 2017. California Travel Impacts by County, 1992-2016p.

2.10 RECREATION FACILITIES, ACTIVITIES, AND NEEDS

Recreation Activities Available at Lake Mendocino

The Russian River Watershed is one of the most prominent and important recreational areas in northern California. Visitors to Lake Mendocino can enjoy an assortment of recreational activities on and around the lake. There are four campgrounds, several day use areas that support activities such as picnicking and disc golf, miles of trails, the Pomo Cultural Center, and a wildlife area (see Map 1). Further details on the variety of recreational opportunities offered at Lake Mendocino are provided in Chapter 5. Resource Plan.

The public use of the Lake Mendocino and CVD is subject to the Rules of Title 36- Parks, Forests and Public Property, Code of Federal Regulations (C.F.R.), Part 327 - Rules and Regulations Governing Public Use of Water Resource Development Projects administered by the Chief of Engineers. Title 36 allows USACE to manage the natural, cultural, and developed resources of each project while providing recreational opportunities and natural resource enhancement. Except as otherwise provided in Title 36 or by Federal law or regulation, state and local laws and ordinances shall apply on project lands and waters. The applicable parts of Title 36 can be found in Appendix A. Public Law.

Visitation to Lake Mendocino

Visitation data through the USACE Visitation Estimation and Reporting System (VERS) was available for the fiscal years (FY) 14-16 (October 1-September 30). At the time of this Master Plan the data for FY 17 and 18 was not yet released. Data for the total visitors to Lake Mendocino's recreational facilities for both day and night use is shown in *Visitation to Lake Mendocino*
. Several fields of VERS data are missing, likely due to the limited USACE staff available to record visitation regularly throughout the year. The day use areas and campgrounds generally saw an increase in use between FY 14 and 16. Visitation to the Coyote Dam Steelhead Facility decreased by more than half during that period. Overall, the data shows that between FY14 and FY16 the visitation to Lake Mendocino nearly tripled.

Table 6. Visitation to Lake Mendocino from FY14 to FY16. The data accounts for both day use visitors and overnight visitors.

	FY14 Total Visitors	% Change FY14 to FY15	FY15 Total Visitors	% Change FY15 to FY16	FY16 Total Visitors
Bushay Campground	0	0%	0	0%	0
Chekaka Campground	72,697	+80.77%	131,426	+ 54.08%	202,495
Coyote Dam Steelhead Facility	20,975	-41.85%	12,197	- 47.99%	6,344
Inlet Road	34,711	+ 39.80%	48,525	+ 113.67%	103,683
Kawayo Horse Staging Area	638	+1589.82%	10,781	- 94.68%	574
Kyen Campground	34,711	- 68.16%	11,052	+ 248.36%	38,501
Mesa Day-Use Area	2,999	-100%	0	--	0
Miti Boat-In Campground	0	--	642	+ 130.22%	1,478
North Boat Ramp	20,036	-18.42%	16,345	+ 126.08%	36,953
North Overlook Scenic Viewing Area	19,154	0%	19,154	0%	19,154
Oak Grove Day-Use Area	35,912	- 32.69%	24,180	- 50.73%	11,914
Overlook Day-Use Area	21,797	+ 63.79%	35,701	+ 114.69%	76,645
Pomo A Day-Use Area	15,514	+ 6.91%	16,586	+ 50.64%	24,985
Pomo B Day-Use Area	11,328	+ 382.52%	54,667	+ 67.87%	91,771
Pomo C Day-Use Area	11,328	+ 382.52%	54,667	+ 67.87%	91,771
Pomo Visitor Center	11,328	+ 382.52%	54,667	+ 67.87%	91,771
Total	300,909	+ 67.93%	505,315	+ 37.60%	809,764

Related Recreational Areas

The Russian River Watershed contains a wide range of natural environments that meet a variety of recreational purposes for all seasons. In addition, the region has a long and rich history of human activity. Many of these natural and historic areas were conserved and made available for public use through State parks, trust lands, historic monuments, national forests, wilderness areas, or other public recreation areas.

USACE also operates Lake Sonoma, located in Sonoma County, about 60 miles south of Lake Mendocino. The 2,700-acre lake with 50 miles of shoreline offers similar activities to Lake Mendocino and attracts visitors from the San Francisco Bay area. There is overlap in visitation to both lakes due to their proximity and similar available activities. Additional recreation areas that are located in close proximity to Lake Mendocino include the Mendocino National Forest, which is located about 40 miles west of Lake Mendocino and comprises over 900,000 acres. Clear Lake, the largest natural freshwater lake located entirely within California, is also located about 40 miles southeast of Lake Mendocino and offers an abundance of outdoor recreational opportunities.

Regional Recreation Analysis

The California State Parks' Planning Division develops the Statewide California Outdoor Recreation Plan (SCORP), the statewide master plan for parks, outdoor recreation, and open

space for California. The SCORP provides policy guidance to all outdoor recreation providers, including Federal, state, local, and special district agencies that provide outdoor recreational lands, facilities and services throughout California. The SCORP is also the primary tool for prioritizing Land and Water Conservation Fund grant allocations to local governments. At the time of this Master Plan, two elements within the SCORP are applicable, the 2012 *Survey of Public Opinions and Attitudes on Outdoor Recreation* and the 2013 *Outdoor Recreation in California Regions*[51].

Regional Trends and Challenges

Meeting the park and recreation needs for all current and future residents should be a goal of all park and recreation providers in California. Towards that end, it is essential that all park and recreation stakeholders have a basic understanding of both the State of California's demographics and the trends that are likely to influence the demand for outdoor recreation now and in the future. One of the greatest challenges affecting park and recreation providers is the enormous increase in the number of new Californians. Most of California's growth has been in its major metropolitan areas such as Los Angeles, San Diego, and the San Francisco Bay Area.

Lake Mendocino is within the Northern California region identified in the SCORP. Of all of California's regions it has the most acres of protected lands per resident, 96% of which is Federal land. However, it has one of the lowest accessibility rates for resident access to protected land, with only 26% of the region's population living within ¼ mile of protected lands. Planning for the future, the SCORP also identifies the top actions related to recreation for each region. The outdoor recreation activities offered at Lake Mendocino help fulfill these priority actions for the region. The following actions were identified for the Northern California region:

1. Fund outdoor recreation opportunities that target retirees.
2. Fund projects that provide low-cost or no-cost outdoor recreation opportunities.
3. Fund recreation facilities in incorporated areas proportionate to the area's population.
4. Fund walkable parks in urban areas.

The 2012 *Survey of Public Opinions and Attitudes on Outdoor Recreation* by the California State Parks Agency telephone surveyed over 4,000 individuals and completed a mail survey for over 1,000 individuals across California. The purpose of the surveys and subsequent report was to understand California residents' opinions and attitudes towards outdoor recreation and self-reported levels of physical activity that takes place in recreation areas. Below is a sample of some of the survey findings across California:

1. 91% of survey respondents visited a park within the past year, the majority of whom had also visited a park within the past month.
2. The most important facilities were wilderness areas, environmental/outdoor education facilities, picnic sites, and other recreation facilities at lakes/rivers/reservoirs.
3. The majority of outdoor recreation activities in the past year included picnicking, walking, beach activities, and swimming.

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[51] Sources: California State Parks. 2014. Survey on Public Opinions and Attitudes on Outdoor Recreation in California. Sacramento, CA.
California State Parks, 2013. Outdoor Recreation in California Regions 2013. Sacramento, CA.

4. About one-third of respondents used an unpaved trail for hiking, biking or horseback riding at least one to two times per month.
5. The majority of respondents agreed that fees collected should also be spent in that recreation area.

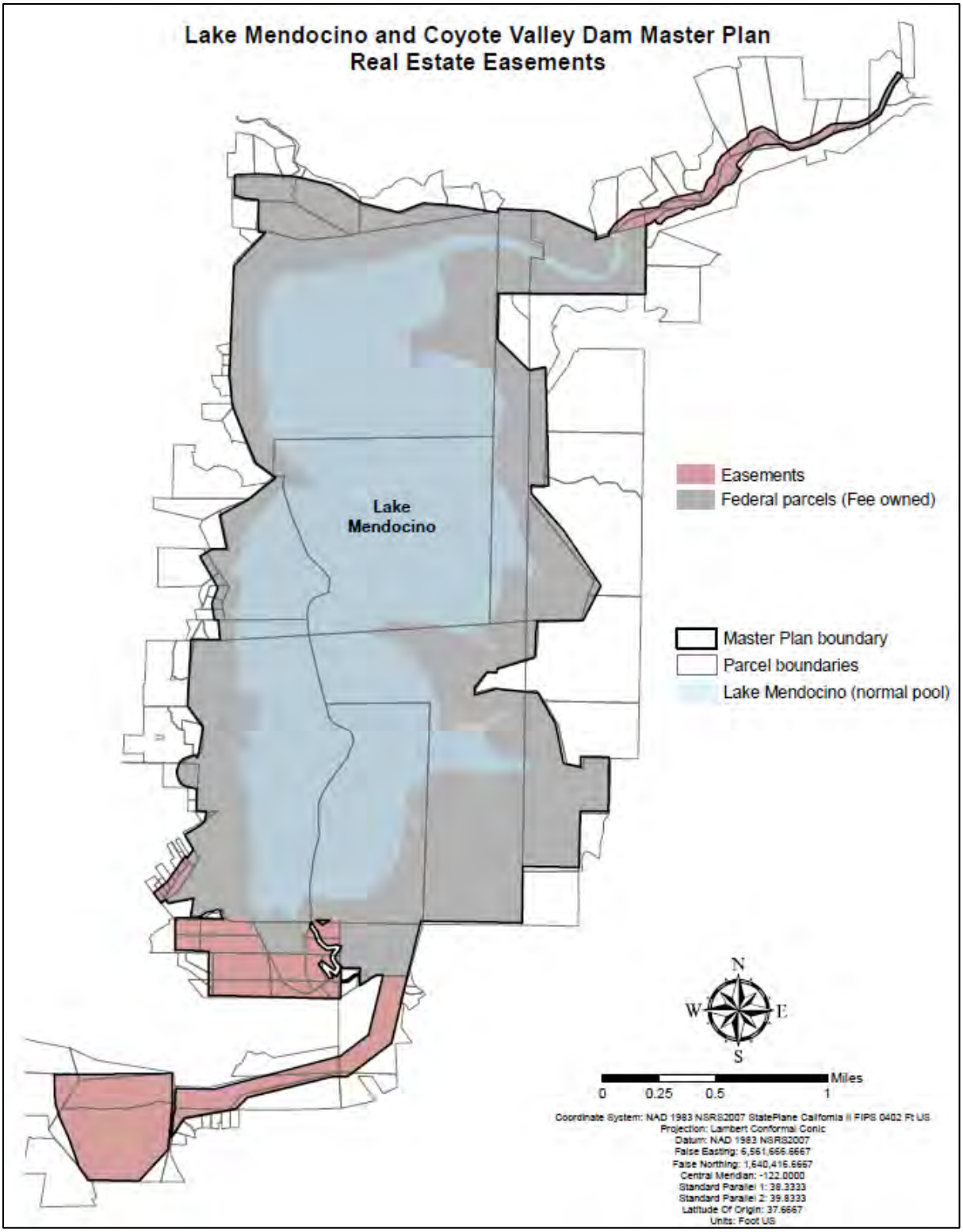
2.11 REAL ESTATE

Real Estate Acquisition Policy
Under the Flood Control Act of 1950, Congress authorized the Federal Government to acquire lands for the primary purposes of flood risk management and water conservation. Recreational development was subsequently authorized in accordance with the Federal Water Project Recreation Act of 1965. Over the life of the CVD and Lake Mendocino project, USACE analyzed lands for its needs in relation to the project. The Federal Government currently owns 3,209 fee acres within the project boundary, and has easement rights on 326 acres (see Map 11). USACE has management rights and responsibilities on these Federal lands. This master plan does not make any recommendations for acquiring additional real estate.

Real Estate Management
Periodic boundary inspections detect encroachments and trespasses. These are resolved at the lowest level possible. Unmarked monument boundaries and fence monument boundaries are surveyed where feasible. Project lands are made available to public agencies and individual interests under lease, permit, license, or easement agreement for industrial/commercial, public utility, scientific, or recreational purposes. The length of these agreements ranges between 5 and 50 years depending upon the type of real estate instrument and purpose involved.

At the time of this Master Plan, there are 28 agreements to use CVD and Lake Mendocino lands. All requests for real estate related actions are made to the Lake Mendocino Park Manager, who makes a recommendation through the USACE San Francisco District Chief, Operations and Readiness Division to the USACE Sacramento District Chief, Real Estate Division. The Sacramento District Real Estate Division maintains all current information on real estate agreements. Other management activities include creating Geospatial products and data for Civil Works property land tracts accountable or managed by USACE to include fee, easement, licensed and disposed tracts. The real estate products and data support the USACE CorpsMap system.

Encroachments
Encroachments on USACE-managed Federal lands directly conflict with the purpose for which the CVD and Lake Mendocino were established. USACE is, therefore, committed to resolving encroachments by the most expedient and effective means available. It is the intent of the USACE Sacramento District Real Estate Division to recapture use of encroached upon public lands for Federal project operating purposes and general use and enjoyment of the public. The general policy is to require removal of encroachments, restore the premises, and collect appropriate administrative costs and fair market value for the term of unauthorized use.



Map 11. Location of Easement Lands and Federally Owned Parcels (fee title) within the Lake Mendocino Project Boundary.

CHAPTER 3 – RESOURCE OBJECTIVES

3.1 GOALS AND OBJECTIVES

The terms "goal" and "objective" are often defined as synonymous, but in the context of this Master Plan, goals express the overall desired end state of the Master Plan whereas objectives are the specific task-oriented actions necessary to achieve the overall Master Plan goals.

The following are the goals for the Lake Mendocino Master Plan based on EP 1130-2-550, Chapter 3:

GOAL A. Provide the best management practices to respond to regional needs, resource capabilities and suitability, and expressed public interests consistent with authorized project purposes.

GOAL B. Protect and manage project natural and cultural resources through sustainable environmental stewardship programs.

GOAL C. Provide public outdoor recreation opportunities that support project purposes and public demands created by the project itself, while also sustaining project natural resources.

GOAL D. Recognize the particular qualities, characteristics, and potentials of the project.

GOAL E. Provide consistency and compatibility with national objectives and other Federal, state, and local laws and regulations.

Objectives are clearly written statements that respond to identified issues and that specify measurable and attainable activities for resource development and/or management of the lands and waters under the jurisdiction of the San Francisco District Lake Mendocino Project Office. The objectives stated support the goals of the Master Plan, Environmental Operating Principles (EOPs), and applicable national performance measures.

The resource objectives are consistent with authorized project purposes, Federal laws and directives, regional needs, resource capabilities, and take public input into consideration. Recreational and natural resources carrying capacities are also accounted for during development of the objectives found in this Master Plan. The objectives in this Master Plan, to the best extent possible, aim to maximize project benefits, meet public needs, and foster environmental sustainability for Lake Mendocino. The objectives were reviewed and screened by the Master Plan Project Delivery Team, including USACE staff located at Lake Mendocino.

Table 7 below outlines the five main categories of resource objectives: recreational, natural resource management, environmental compliance, general management, and cultural resources. The table shows how the five Master Plan goals are fulfilled by each of the resource objectives using the grey highlighting. The shaded areas in the table indicate that the objective meets the goal.

Table 7. Goals and Objectives for Lake Mendocino Master Plan.

Recreational Objectives	**GOAL A.** Provide best management practices	**GOAL B.** Protect natural and cultural resources	**GOAL C.** Provide recreation opportunities	**GOAL D.** Utilize qualities, characteristics, and potentials of the project	**GOAL E.** Provide consistency with and enforcement of laws and regulations
Evaluate need for improved recreation facilities (i.e. camp sites, picnic facilities,) and increased public access on USACE-managed public lands and water for recreational activities (i.e. camping, etc.)					
Optimize recreational development within project boundary while maintaining or improving environmental sustainability of resources					
Regularly monitor resources to ensure recreational experience, environmental quality, and public safety are maintained					
Follow EOPs associated with recreational use of waterways for all water-based management activities and plans					
Increase accessible facilities, including ADA accessibility					
Evaluate need for commercial facilities					
Evaluate flooding to address potential impact to recreational facilities (i.e. campsites, etc.). Note that water level management is not within scope of this Master Plan					
Ensure consistency with USACE Recreation Strategic Plan and seek out partnership opportunities					

Table 7 (Cont'd). Goals and Objectives for Lake Mendocino Master Plan.

Natural Resource Management Objectives	**GOAL A.** Provide best management practices	**GOAL B.** Protect natural and cultural resources	**GOAL C.** Provide recreation opportunities	**GOAL D.** Utilize qualities, characteristics, and potentials of the project	**GOAL E.** Provide consistency with and enforcement of laws and regulations
Evaluate flood/conservation pool[52] levels to optimize habitat conditions, consistent with flood risk management and water supply purposes[53]					
Actively manage and conserve fish and wildlife resources, with an emphasis on special status species, by implementing ecosystem management principles					
Use watershed approach during decision-making process					
Optimize resources, labor, funds, and partnerships for protection and restoration of fish and wildlife habitats					
Optimize resources, labor, funds, and partnerships for prevention of invasive species in Lake Mendocino					
Minimize activities that disturb scenic beauty of lake					
Implement erosion reduction measures, such as planting vegetation whenever practical					
Identify and protect unique or sensitive habitat areas					
Increase visitor awareness of impacts caused by misuse of natural resources through improved public participation programs, media information programs, and interpretive activities					

[52] Refers to water supply and addresses the balance between water levels and subsequent impacts to natural resources (eg. trees, habitat, etc.).
[53] Note that water level management is not within the scope of the Master Plan.

Table 7 (Cont'd). Goals and Objectives for Lake Mendocino Master Plan.

Natural Resource Management Objectives	**GOAL A.** Provide best management practices	**GOAL B.** Protect natural and cultural resources	**GOAL C.** Provide recreation opportunities	**GOAL D.** Utilize qualities, characteristics, and potentials of the project	**GOAL E.** Provide consistency with and enforcement of laws and regulations
Stop unauthorized uses of public lands such as unpermitted structures, clearing of vegetation, control of animals, unauthorized roadways, off-road vehicle (ORV) use, trash dumping, and/or poaching that create negative environmental impacts					
Employ professionals in fields of recreation, biology, forestry, landscape architecture, ecology, and related sciences to implement and monitor resource management programs					
Maintain scenic overlook areas for public use and clear overgrown vegetation					
Improve environmental conditions for wildlife, fisheries, recreation, aesthetics, woodland, and grassland to promote compatible multiple uses in the park					

Table 7 (Cont'd). Goals and Objectives for Lake Mendocino Master Plan.

Environmental Compliance Objectives	**GOAL A.** Provide best management practices	**GOAL B.** Protect natural and cultural resources.	**GOAL C.** Provide recreation opportunities	**GOAL D.** Utilize qualities, characteristics, and potentials of the project	**GOAL E.** Provide consistency with and enforcement of laws and regulations
Ensure compliance with ER 200-2-2, Environmental Compliance Policies for Lake Mendocino.					
Comply with the USACE sustainability requirements.					
Improve the lake's water quality to sustain healthy fish and wildlife populations, habitat conditions, recreation opportunities, and avoid negative effects to public water supply, ensuring public health and safety.					
Include both point and non-point sources of water quality problems during decision-making.					
Improve coordination, communication, and cooperation between regulating agencies and non-governmental organizations to resolve and/or mitigate environmental problems.					

Table 7 (Cont'd). Goals and Objectives for Lake Mendocino Master Plan.

Visitor Information, Education, and Outreach Objectives	**GOAL A.** Provide best management practices	**GOAL B.** Protect natural and cultural resources.	**GOAL C.** Provide recreation opportunities	**GOAL D.** Utilize qualities, characteristics, and potentials of the project	**GOAL E.** Provide consistency with and enforcement of laws and regulations
Provide additional opportunities (i.e. town hall meetings) for collaboration between agencies, special interest groups, Tribes and general public					
Implement additional educational and outreach programs at lake. Topics may include: water quality, history, cultural resources, water safety, recreation, nature, and ecology					
Establish a network among local, state, and Federal agencies concerning the exchange of lake policy and regulation-related information for public education and management purposes					
Increase public awareness of special activities at facility					
Promote USACE water safety messaging					
Educate visitors and volunteers on laws, regulations, and policies regarding, vegetation modification, earth moving activities, and control of animals (e.g. trail maintenance, erosion control, facility improvements, and leash laws)					

Table 7 (Cont'd). Goals and Objectives for Lake Mendocino Master Plan.

Economic Impacts Objectives	**GOAL A.** Provide best management practices	**GOAL B.** Protect natural and cultural resources	**GOAL C.** Provide recreation opportunities	**GOAL D.** Utilize qualities, characteristics, and potentials of the project	**GOAL E.** Provide consistency with and enforcement of laws and regulations.
Balance economic and environmental interests involving Lake Mendocino					
Manage additional commercial development compatible with national USACE policy on both recreation and non-recreational outgrants on public lands classified for High Density Recreation					
Work with local communities to promote tourism and recreation use of lake to positively affect socioeconomic conditions surrounding lake					

Table 7 (Cont'd). Goals and Objectives for Lake Mendocino Master Plan.

General Management Objectives	**GOAL A.** Provide best management practices	**GOAL B.** Protect natural and cultural resources.	**GOAL C.** Provide recreation opportunities	**GOAL D.** Utilize qualities, characteristics, and potentials of the project.	**GOAL E.** Provide consistency with and enforcement of laws and regulations.
Survey and mark project boundaries to ensure they are clearly recognized in all areas					
Develop year-round access to remote park lands in order to better manage park resources during all seasons					
Establish agreements with neighboring communities for their access gates into Lake Mendocino					
Maintain consistency with USACE Campaign Plan (national level), IPlan (regional level), OPlan (District level)					
Ensure consistency with Executive Orders 13423 and 13514, to guarantee compliance with Leadership in Energy and Environmental Design criteria for government facilities					
Manage non-recreation outgrants, such as utility easements, in accordance with national guidance set forth in ER 1130-2-550					
Ensure compliance with 36 C.F.R. Part 327					
Seek out partnership opportunities and establish a Friends Group or other non-profit for Lake Mendocino					

Table 7 (Cont'd). Goals and Objectives for Lake Mendocino Master Plan.

Cultural Resources Management Objectives	**GOAL A.** Provide best management practices	**GOAL B.** Protect natural and cultural resources.	**GOAL C.** Provide recreation opportunities	**GOAL D.** Utilize qualities, characteristics, and potentials of the project.	**GOAL E.** Provide consistency with and enforcement of laws and regulations.
Increase public awareness of regional history					
Maintain full compliance with Section 106 and 110 of the NHPA; ARPA; and Native American Graves Protection and Repatriation Act on public lands surrounding lake					
Work with Tribes to develop public outreach to educate public regarding traditional cultural landscapes and Native American interests at Lake Mendocino					
Work with Pomo Tribe to determine usage goals for existing Pomo Cultural Center					

CHAPTER 4 – LAND ALLOCATION, LAND CLASSIFICATION, WATER SURFACE, AND PROJECT EASEMENT LANDS

4.1 LAND ALLOCATION.

Lands are allocated by their congressionally authorized purposes for which the project lands were acquired. According to EP 1130-2-550, there are four land allocation categories applicable to USACE projects, which determine the land use classification.

1. *Operations*. These are the lands acquired for the congressionally authorized purpose of constructing and operating the project. Lands in this allocation can only be given a land classification of "Project Operations".

2. *Recreation*. These lands were acquired specifically for the congressionally authorized purpose of recreation. These lands are referred to as separable recreation lands. Lands in this allocation can only be given a land classification of "Recreation".

3. *Fish and Wildlife*. These lands were acquired specifically for the congressionally authorized purpose of fish and wildlife management. These lands are referred to as separable fish and wildlife lands. Lands in this allocation can only be given a land classification of "Wildlife Management".

4. *Mitigation*. These lands were acquired specifically for the congressionally authorized purpose of offsetting losses associated with development of the project. These lands are referred to as separable mitigation lands. Lands in this allocation can only be given a land classification of "Mitigation".

The land acquired by USACE for the Lake Mendocino and CVD project were originally acquired for the purposes of flood risk management and water conservation. The land allocation for the project is operations, as the lands were acquired for the purpose of constructing and operating the CVD and Lake Mendocino. Recreation was later added as a purpose for the project.

4.2 LAND CLASSIFICATION.

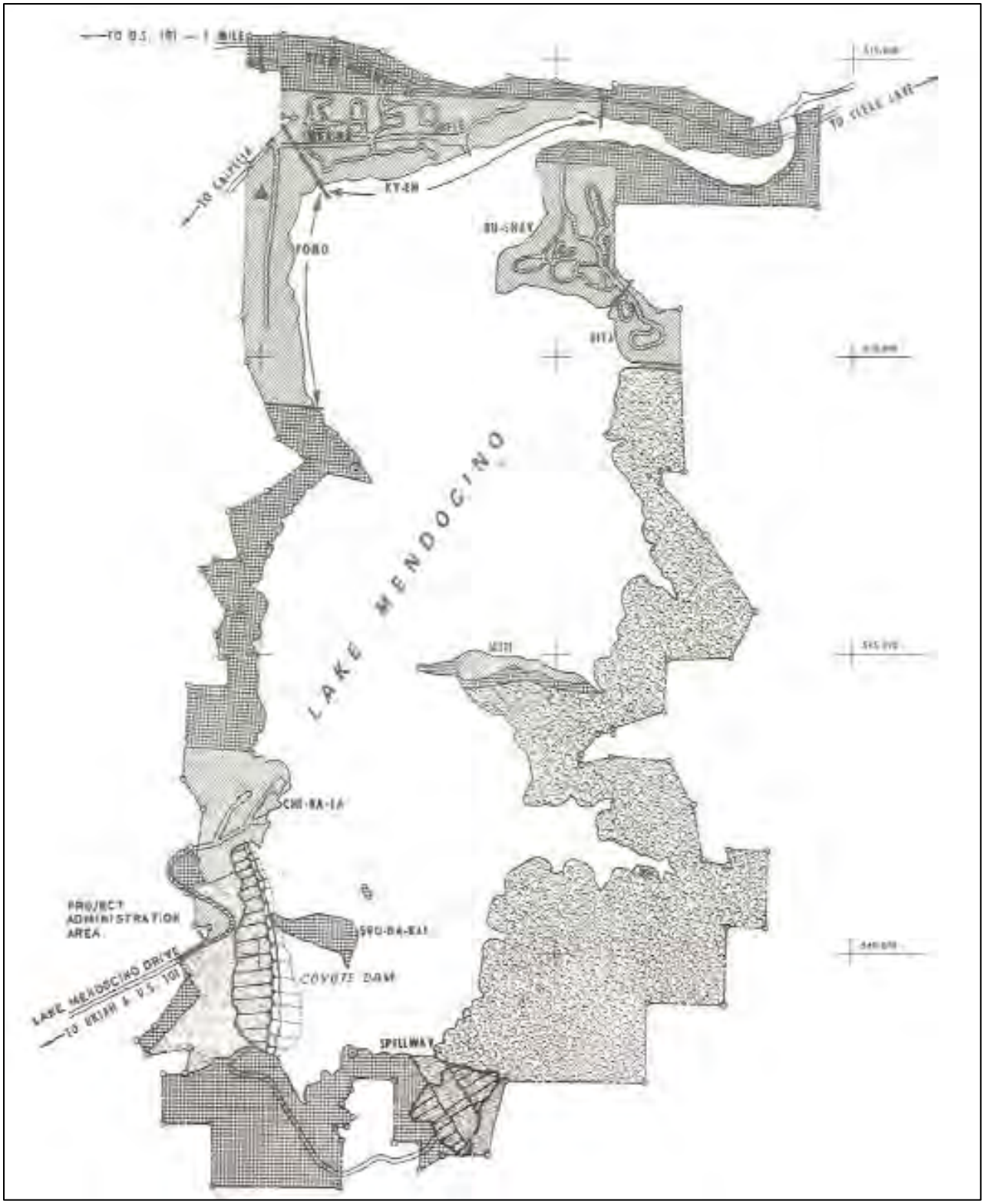
Land classification designates the primary use for which project lands are managed. Project lands are zoned for development and resource management consistent with authorized project purposes and the provisions of the NEPA and other Federal laws. In order to update the Master Plan and meet the current land classification definitions (per EP 1130-2-550), maps included in the 1977 Master Plan were reviewed and translated to the new definitions. Below are the definitions for the land use classifications that were used in the 1977 Master Plan. The land

uses were translated into the land use classifications used for the management units (MUs) outlined in this Master Plan.

The land classifications presented in this Master Plan, as well as the recommended future uses, are consistent with the land classifications and policies included in the 1977 Master Plan. The intent of the land classification process is to fully utilize project lands in accordance with authorized project purposes, consideration of public desires, and regional and project specific resource requirements and capabilities. For many MUs, the land classification was changed since the 1977 Master Plan to reflect the land classifications identified in current USACE Master Planning guidance (EP 1130-2-550). While the terminology has changed, the overall intent of how a specific MU is to be used and managed has remained the same. An overview of the land classifications for the Lake Mendocino Project is shown in Map 13.

Land use classifications from 1977 Lake Mendocino Master Plan:

- Class I: High density recreation areas
- Class II: General outdoor recreation areas, including lands reserved for visitor accommodations, administrative facilities, campgrounds, and water surface areas
- Class III: Natural environment areas that provide a transition between general outdoor recreation areas to primitive wilderness areas, such as trails, outlooks, and picnic sites
- Class IV: Outstanding natural or scientific areas that represent the most fragile natural areas
- Class V: Wildlife management areas
- Class VI: Historic or cultural areas including historic structures of historic or cultural significance
- Class VII: Nonpublic use project areas that can be altered from their natural conditions for project use, such as control towers, the spillway and the dam



Map 12. Land Use Classification Map from the Original 1977 Master Plan.

Land use classifications for the current Lake Mendocino Master Plan:

1. *Project Operations*. This category includes those lands required for the dam, spillway, offices, maintenance facilities, and other areas that are used solely for the operation of the project.

2. *High Density Recreation.* This category includes lands developed for intensive recreational activities for the visiting public including day use areas and/or campgrounds. These could include areas for concessions (marinas, comprehensive resorts, etc.), and quasi-public development.

3. *Mitigation*. This classification will only be used for lands with an allocation of mitigation and that were acquired specifically for the purposes of offsetting losses associated with development of the project.

4. *Environmentally Sensitive Areas*. These are areas where scientific, ecological, cultural or aesthetic features were identified. Designation of these lands is not limited to just lands that are otherwise protected by laws such as the ESA, the NHPA or applicable state statues. Typically, limited or no development of public use is allowed on these lands. No agricultural or grazing uses are permitted on these lands unless necessary for a specific resource management benefit, such as prairie restoration. These areas are typically distinct parcels located within another, and perhaps larger, land classification area.

5. *Multiple Resource Management Lands*. This classification allows for the designation of a predominant use as described below, with the understanding that other compatible uses described below may also occur on these lands (e.g. a trail through an area designated as wildlife management.). Land classification maps must reflect the predominant sub-classification, rather than just multiple resource management.

(a) *Low Density Recreation*. These lands are designated for dispersed and/or low impact recreation use. Development of facilities on these lands is limited. Emphasis is on providing opportunities for non-motorized activities such as hiking, biking, fishing, sight-seeing, or nature study. Some limited facilities are permitted, including trails, parking areas and vehicle controls, as well as primitive camping and picnic facilities.

(b) *Wildlife Management*. These lands are designated specifically for wildlife management, although all project lands are managed for fish and wildlife enhancement in conjunction with other land uses. Wildlife management lands are actively managed or enhanced to create valuable habitat suitable for game and/or non-game species. These activities are conducted as identified by the managing agency's forest and wildlife management plans. The Wildlife Management Plan for Lake Mendocino can be found in the Appendices to the Operational Management Plan.

Wildlife lands are available for dispersed uses such as sightseeing, wildlife viewing, and nature study, hiking, and biking. Consumptive uses of wildlife, such as fishing are encouraged when compatible with the wildlife objectives for a given area and with Federal and state fish and wildlife management regulations.

(c) *Herbaceous Management:* Management activities in these areas focus on the protection and enhancement of forest resources and vegetative cover. USACE conducts active vegetation management activities, protect water quality, improve aesthetics, and enhance wildlife habitat.

(d) *Proposed Recreation:* This sub-classification consists of lands for which recreation areas are either currently in the planning stages, are held in an interim status for future recreation possibilities, or lands that contain existing recreation areas that were temporarily closed. The lands are managed for multiple purposes including wildlife and vegetation management and low density recreation until if and when they are developed as recreation areas.

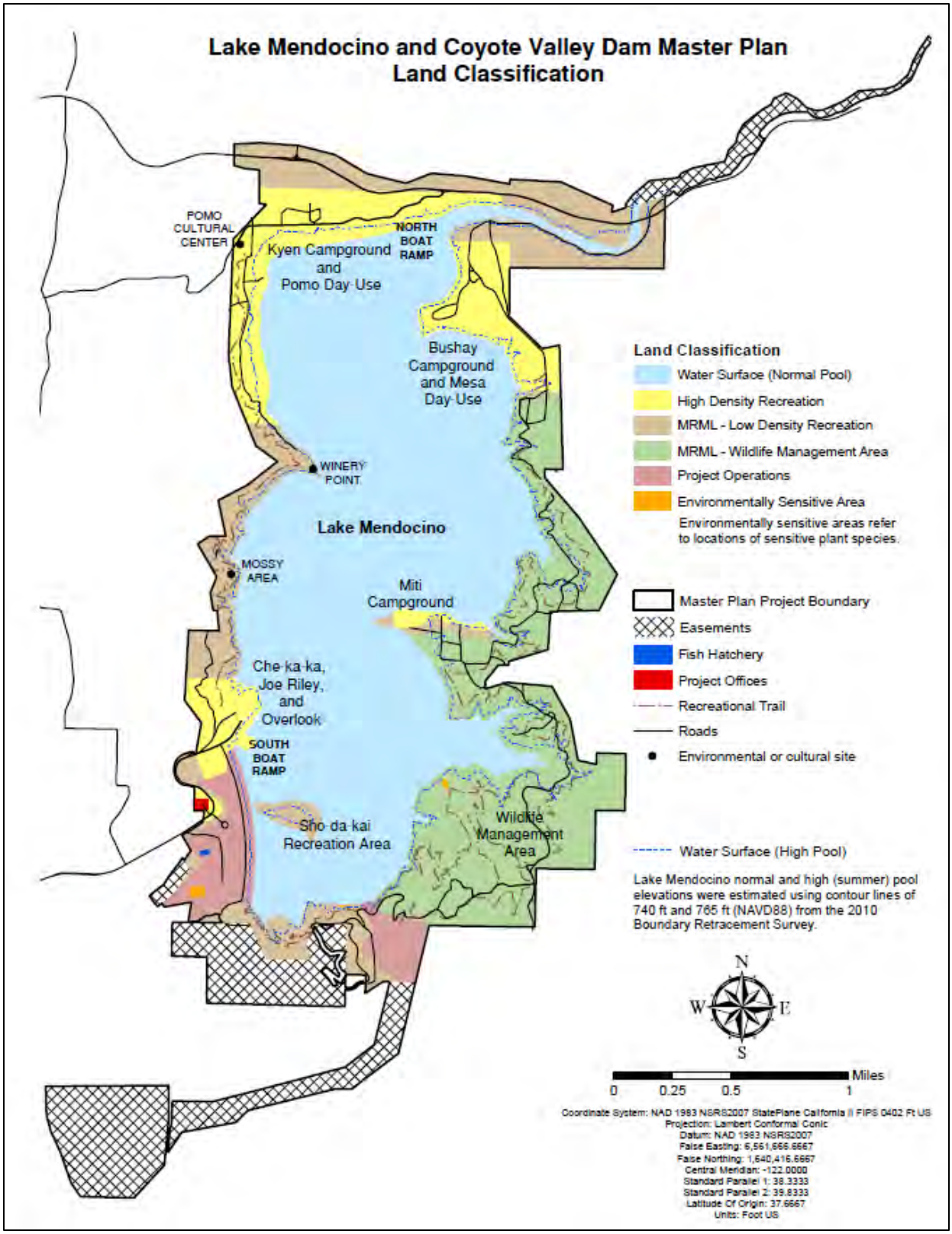
6. *Water Surface*. If the project administers a surface water zoning program, then it should be included in the Master Plan.

(a) *Restricted*. Water areas restricted for project operations, safety, and security purposes.

(b*) Designated No-Wake*. To protect environmentally sensitive shoreline areas, recreational water access areas from disturbance, and for public safety.

(c*) Fish and Wildlife Sanctuary*. Annual or seasonal restrictions on areas to protect fish and wildlife species during periods of migration, resting, feeding, nesting, and/or spawning.

(d) *Open Recreation.* Those waters available for year-round or seasonal water-based recreational use.



Map 13. Overview of Existing Land Use Classifications at Lake Mendocino.

CHAPTER 5 – RESOURCE PLAN

5.0 RESOURCE PLAN

This chapter describes in broad terms how project lands and resources will be managed. For Lake Mendocino, the management by area approach, as set forth in EP 1130-2-550, was chosen as the method for developing the resource plan for the Lake Mendocino Master Plan. This approach divides all USACE owned lands and waters within the Lake Mendocino project area into MUs and includes more detailed information that would typically be found in an OMP. The management by area approach was chosen due to the high level of stakeholder interest in Lake Mendocino and the master planning process, in addition to a variety of special topics and considerations that could influence management of the Lake Mendocino project (see Chapter 6). The following sections describe how project lands and resources are currently managed and recommendations for future management of Lake Mendocino and surrounding project lands.

A wide variety of factors must be considered when developing the Lake Mendocino project lands and resources. These factors include physical characteristics, land and lake access, compatibility with adjacent land uses, existing and projected visitation levels and visitor-use pattern, the economics of operation and maintenance, and Federal, state and local initiatives. It is vital that any future recreation development not destroy the features of the Lake Mendocino project that visitors come to enjoy. Therefore, the overall objective in development at the Lake Mendocino project is to maximize the recreation benefits while preserving the natural resources and scenic qualities.

The purpose of the Master Plan is to provide a long-range view of the project area development. As such, it is important to (1) examine the various segments of the project and their potential for development and (2) determine how each MU can be developed to fit with the overall goals of the CVD and Lake Mendocino project.

This chapter identifies the MUs and resource objectives established for Lake Mendocino. The resource objectives for each MU reflect site-specific application of the lake-wide resource objectives established in the previous chapter. Implementation of these objectives will help to satisfy identified regional needs and desires of other agencies and the public within the limits and capabilities of the lake resource base.

The recreational areas at Lake Mendocino have been given names in the Pomo Indian language. The discussion of each USACE-owned MU contains the following components. The location of the MUs is shown in Map 4, above.

Management Unit Name: The name of the MU is derived from the primary facility/recreation area being managed.

Land Use Classification: This is the land use identified in the original 1977 Lake Mendocino Master Plan.

Recommended Future Land Use and Rationale: The land classification is how the project land will be managed and updates the use to the current terminology. This provides a brief description of how the land classification was determined based on resources, required use, and constraints.

Location: This provides a brief description of the location of the MU, including access to the area.

Description: This section provides a brief description of the MU, including information on facilities, recreational opportunities, current conditions of the MU, and important historical information relevant to the MU.

Resource Objectives: This section provides a brief list of the objectives for each MU. Each unit has more than one resource objective, and these objectives are not prioritized. In some areas, the resource objectives may not be implemented for some time.

Development Needs: This section provides a summary description of the techniques that can or should be undertaken to implement the area resource objectives. The concepts discussed under this component are not all-inclusive; rather, they convey an understanding of the range of development and management strategies that could be used to implement the resource objectives. The development needs will be further refined and detailed in subsequent planning and design documents, including OMPs and future Design Memorandums. The ultimate decisions regarding the methods that are actually implemented will result from coordination between USACE, state, local agencies, non-governmental organizations, and the public where appropriate and as opportunities arise. Any applicable environmental compliance associated with these decisions would be carried out at the time of consideration for implementing any development activities.

Special Conditions: This optional component is used when there are very specific issues that apply to the MU that may affect the overall management outcome.

MANAGEMENT UNITS

5.1 MANAGEMENT UNIT #1 – LAKE MENDOCINO

Land Use Classification: Class II General Outdoor Recreation.

Recommended Future Land Use and Rationale: *Project Operations/Water Surface*. Lands in this MU were purchased for the creation of Lake Mendocino and were acquired for project operation purposes and are allocated for use as developed public areas. The terminology of the land use was updated since the original Master Plan, but the use has not changed.

Figure 3. Recreational Activities Such as Boating are Popular at Lake Mendocino.

Location: Lake Mendocino is a 1,822-acre reservoir located on the East Fork of the Russian River, just outside the City of Ukiah in Mendocino County, California. This MU covers the reservoir itself, up to the high water mark.

Description: Lake Mendocino provides an abundance of outdoor recreation opportunities ranging from camping to fishing to disc golf. The area has a rich Tribal heritage and ongoing presence of the Pomo Indian Tribe, which has a cultural center at Lake Mendocino.

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1. Natural Resource Management:
    a. Evaluate flood/conservation pool levels to optimize habitat conditions, as long as there is no interference with the Project's other authorized purposes, i.e., flood risk management and water supply.
    b. Optimize resources, labor, funds, and partnerships for the prevention of invasive species in Lake Sonoma.
    c. Minimize activities that disturb the scenic beauty of the lake.
    d. Implement erosion reduction measures, such as planting vegetation whenever practical.
2. Environmental Compliance:
    a. Improve the lake's water quality to sustain healthy fish and wildlife populations, habitat conditions, recreation opportunities, and to avoid negative effects to public water supply, ensuring public health and safety.
    b. Include both point and non-point sources of water quality problems during decision-making.
3. Economic Impacts:

a. Work with local communities to promote tourism and recreation at the lake to positively affect socioeconomic conditions surrounding the lake.

Development Needs:

1. Implement additional "No Wake" zones on the lake. Zones are already delineated around the boat ramps. Add additional signage and information on the regulations regarding these zones so visitors are aware of the restrictions.
    a. "No Wake" zone for Miti Campground. Boats are parked along the shore due to an absence of a boat ramp, and can, therefore, flood from wave activity. Specifically add a "No Wake" zone to this area and adequate signage.
2. Implement a program to more intensively manage the invasive Quagga and Zebra mussels. It is recommended that USACE partner with stakeholder groups to develop a mussel management plan at Lake Mendocino that would minimize the potential for the introduction of these species and to respond rapidly if they are detected on-site.

5.2 MANAGEMENT UNIT #2 – DAM OPERATIONS, DAM, CONTROL TOWER, SPILLWAY

Land Use Classification: Class VII Nonpublic Use Project Area.

Recommended Future Land Use and Rationale: *Project Operations*. These are the lands acquired for the congressionally authorized purpose of constructing and operating the project. Project operations cover the dam operations and facilities. The terminology of the land use was updated since the original Master Plan, but the use has not changed.

Location: The CVD, control tower (see Map 14), and spillway (see Map 15) are located at the southwestern end of Lake Mendocino.

Figure 4. Paved pathway along the top of the CVD.

Description: Operation of the CVD began in 1959. The earth-filled dam is 160 feet high and the concrete spillway structure is located to the left of the dam embankment. The dam crest is flat and paved in an area accessible to the public, which is in good condition. The dam embankment is steep and there are several drainages in the area. Wildlife commonly observed near the dam include frogs, mice, and snakes. The publicly accessible area includes a vault toilet, comfort station, handicap accessibility, and recreational opportunities such as bird watching. This MU includes two unique wildflower areas: one of the two original sites that is located just west of the spillway, and a more recently identified site that is located just south of the egg collection facility and below the dam.

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1. Recreational Objectives:
    a. Evaluate flooding to address potential impact to recreational facilities (i.e. campsites, etc.).
2. Natural Resource Management:
    a. Evaluate flood/conservation pool levels to optimize habitat conditions, as long as there is no interference with the Project's other authorized purposes, i.e. flood risk management and water supply.
    b. Increase visitor awareness of impacts caused by misuse of natural resources through improved public participation programs, media information programs, and interpretive activities.
3. Environmental Compliance:
    a. Improve coordination, communication, and cooperation between regulating agencies and non-governmental organizations to resolve and/or mitigate environmental problems.

b. Improve the lake's water quality to sustain healthy fish and wildlife populations, habitat conditions, recreation opportunities, and avoid negative effects to public water supply, ensuring public health and safety.

4. Visitor Information, Education and Outreach:
    a. Improve the lake's water quality to sustain healthy fish and wildlife populations, habitat conditions, recreation opportunities, and avoid negative effects to public water supply, ensuring public health and safety.
    b. Promote USACE water safety messaging.
    c. Establish a network among local, state, and Federal agencies concerning the exchange of lake policy and regulation related information for public education and management purposes.
5. Economic Impacts:
    a. Balance economic and environmental interests involving Lake Mendocino.
    b. Work with local communities to promote tourism and recreation use of the lake to positively affect socioeconomic conditions surrounding the lake.

Development Needs:

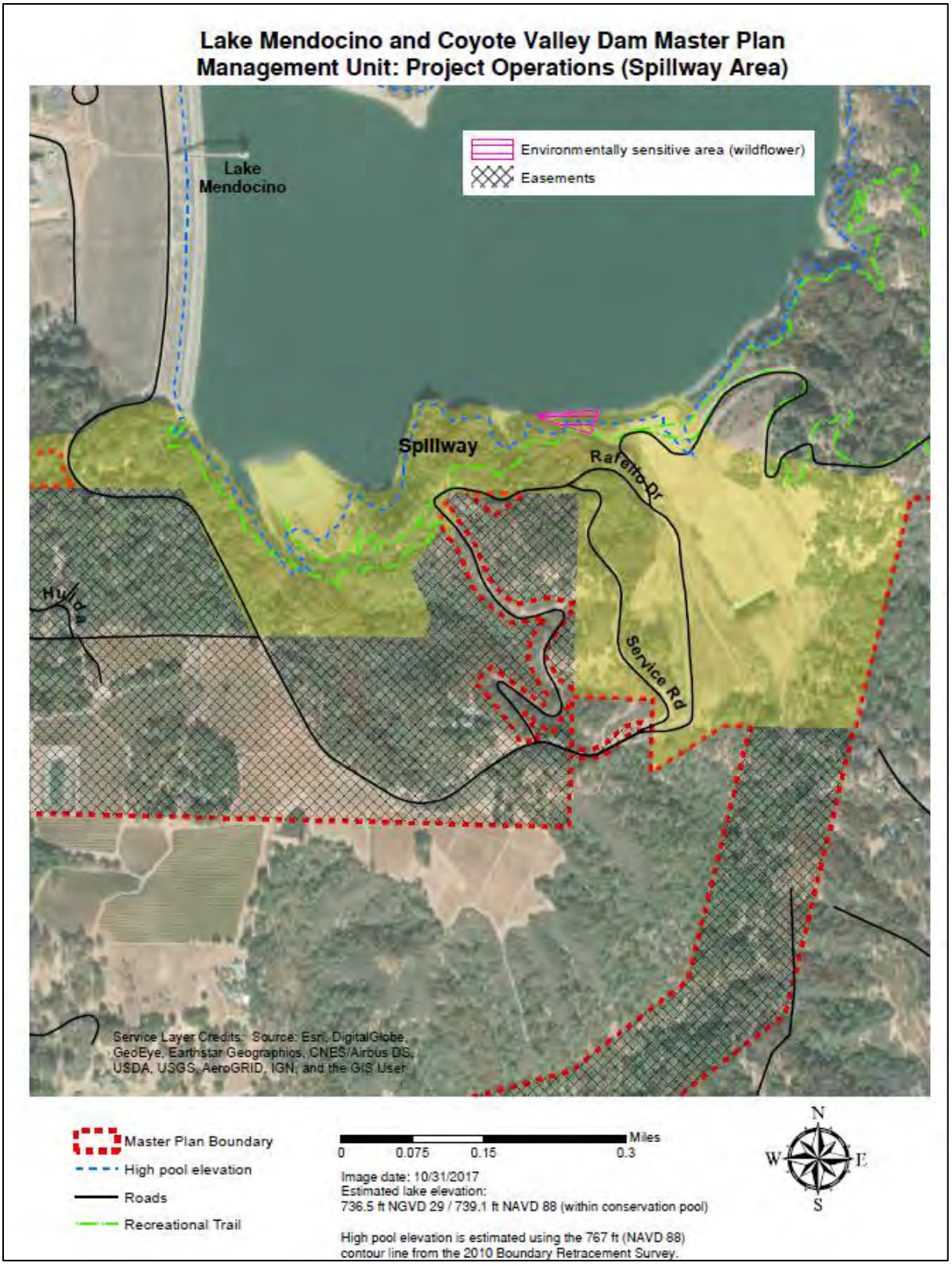
1. Manage the erosion and slope stabilization issues impacting the hillside adjacent to the spillway access road. The hillside experiences frequent erosion and mudslides that cut off access to the spillway. This is the biggest erosion issue facing the Lake Mendocino project. USACE patched the erosion in the past, but a detailed engineering study is required to evaluate and develop potential alternatives to permanently resolve the issue. The 2016 corrective action items report, which is part of the annual dam safety inspection, requested the following to address this issue. At the time of this master plan these corrective actions had been submitted for consideration but not yet implemented.
    a. Engineering study to focus on slope design to prevent future failure - $250,000 estimate
    b. Construction to stabilize the hillside - $5 million estimate
2. Improve existing interpretive signage and develop additional signage near the public entrance to CVD.
3.
4. Design and construct a drainage system at the downstream end of the dam. The 2016 pre-flood recommendation estimate is $155,000 for this effort, which has been requested but not funded at the time of this master plan.
5. Improvements to the access bridge that connects the control tower to the dam are needed. Specifically, the bridge is currently painted with lead-based paint that needs to be removed and re-painted. According to the 2016 pre-flood recommendation estimate, repainting the bridge would cost approximately $400,000, which includes tenting the bridge. This request was submitted, but not funded, at the time of this master plan.

6. Sandblast and repaint the slide gates in the outlet works control tower, which was done approximately 20 years ago. This is estimated to cost $275,000. This request has been submitted but funding had not yet been received at the time of this master plan.

Figure 5. Control tower at the CVD.

Figure 6. Spillway for CVD.

Map 14. Project Operations including USACE Project Offices, Dam, Outlet Works, and Control Tower.



Map 15. Project Operations including the Spillway Area.

5.3 MANAGEMENT UNIT #3 – POMO CULTURAL CENTER

Land Use Classification: Class I High Density Recreation (within Class II General Outdoor Recreation Area)

Recommended Future Land Use and Rationale: *High Density Recreation*. The Pomo Cultural Center (center) is surrounded by a high density recreation land use comprising the Pomo Day Use Areas.

Location: The center is located within the Pomo Day Use Area, in the northwestern corner of Lake Mendocino. The building is accessible via Marina Drive. See Map 22 for location.

Figure 7. Pomo Cultural Center.

Description: The center is operated by the Coyote Valley Band of Pomo Indians and USACE oversees management and maintenance of the building. The construction of the center was proposed in the 1977 Master Plan, which included a conceptual design that was mutually agreed upon by USACE and the Mendo-Lake Pomo Council.

The building itself is a 7,000 square foot structure modeled after a traditional Pomo roundhouse (Figure 7) and features an outdoor amphitheater intended to display and demonstrate traditional Pomo cultural activities such as dancing, basketry, and hunting (**Error! Reference source not**

Figure 8. Tribal decorations and display cases within the Pomo Cultural Center and outdoor amphitheater.
found.).

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1. Recreational Objectives:
    a. Evaluate the need for improved recreation and increased public access on USACE-managed public lands and water for recreational activities.
2. Visitor Information, Education, and Outreach:
    a. Implement additional educational and outreach programs at the lake. Topics may include: water quality, history, cultural resources, water safety, recreation, nature, and ecology.
    b. Increase public awareness of special activities at the facility.
3. Economic Impacts:
    a. Work with local communities to promote tourism and recreation use of the lake to positively affect socioeconomic conditions surrounding the lake.
4. Cultural Resources:
    a. Increase public awareness of regional history.
    b. Work with the Tribes to develop public outreach to educate the public regarding the traditional cultural landscapes and Native American interests at Lake Mendocino.
    c. Work with the Pomo Tribe to determine usage goals for existing Pomo Cultural Center.

Development Needs:
Due to operational challenges and necessary renovations, the center has been closed to the public since 2011. This closure has resulted in degradation of the site, and the influx of bats, birds, snakes, and mice within the vacant building. Thorough cleaning and inspection of the building and grounds is necessary to re-open the center.

1. Renovate/repair the building and grounds so the center can be used for interpretive services for the public. The building has not been used in several years, but has the potential to be a main attraction for visitors to Lake Mendocino. The building is in good condition, but repairs and renovations are needed before opening to the public. Renovations needed include, but are not limited to:

a. Bat removal – USACE could potentially partner with the USFWS or another local agency or organization to oversee the removal/relocation of bats and other animals currently living in and around the building.
b. Cleaning – The building has not been used in several years. Deep cleaning is required before opening it to the public.
c. Signage – USACE could update existing interpretive signs and displays, as needed.

Figure 9. Main sign for the Pomo Cultural Center.

2. Re-establish the lease agreement with the Coyote Valley Band of Pomo Indians, and develop a management plan to maintain and operate the center for interpretive use.

Considerations for the future management plan of the Pomo Cultural Center include:

a. Explore future opportunities between USACE, the Tribe and other local partners (e.g. trails groups, schools, libraries, etc.) who have expressed interest in working through the center to provide interpretive services for visitors.
b. As the lake does not currently have a public-facing Visitor Center, the center could double as a ranger station, providing important information on Lake Mendocino and the USACE missions to the public.
c. In order to keep the center open to the public, USACE would need volunteer assistance to operate the center during visiting hours. The center could be operated by a combination of USACE, Tribal, and other partner organization staff. The center could be open part-time, depending upon the availability of staff to operate it.
d. The center is located within a high traffic day use area near the Kyen campground. A concessionaire would greatly benefit this area of Lake Mendocino, and the Tribe has expressed interest in working with local concessionaires to reinvigorate the areas adjacent to the center.

Special Considerations: USACE will work with the Coyote Valley Band of Pomo Indians to determine a sustainable management plan for the center. A new lease will need to be developed between USACE and the Tribe and any organization(s) that may wish to operate the center in the future.

5.4 MANAGEMENT UNIT #4 – UNIQUE WILDFLOWER AREA

Land Use Classification: Class IV Outstanding Natural or Scientific Area/Class VII Non-public Use Project Area

Recommended Future Land Use and Rationale:
Environmentally Sensitive Area. The three unique wildflower areas are located within larger land use areas. The terminology of the land use was updated since the original Master Plan, but the use has not changed. Two of the three sites were originally identified in the 1977 Master Plan, and one additional site has since been identified.

Figure 10. Burke's Goldfields.
(Source: CDFW)

Location: The two original sites are located in the Wildlife Management Area (site #1) and in an area next to the spillway (site #2). The newest site is located in an area below the dam (site #3). The original land use classification for sites 1 and 2 is being changed from Class IV Outstanding Natural or Scientific Area to Environmentally Sensitive Area. Site 3 is being changed from Class VII Non-public Use Project Area to Environmentally Sensitive Area.

Description: The topography of the unique wildflower areas is largely flat, with areas of wetlands, vernal pools, and dense riparian habitat. The endangered plant Burke's Goldfields (*Lasthenia burkei*) grows in the unique wildflower areas (Figure 10). A variety of animals can be found in these areas, including: song birds, waterfowl, wild turkeys, frogs, snakes, foxes, coyotes, raccoons, rabbits, and skinks.

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1. Recreational Objectives:
    a. Optimize recreational development on the land resources within the project boundary while maintaining or improving the environmentally sustainable resources.
2. Natural Resources Management:
    a. Minimize activities that disturb the scenic beauty of the lake.
    b. Identify and protect unique or sensitive habitat areas.
    c. Increase visitor awareness of impacts caused by misuse of natural resources through improved public participation programs, media information programs, and interpretive activities
    d. Stop unauthorized uses of public lands such as unpermitted structures, clearing of vegetation, control of animals, unauthorized roadways, ORV use, trash dumping, and poaching that create negative environmental impacts.

e. Improve, enhance, restore or rehabilitate vegetation and other environmental conditions, including existing structures and features, for wildlife, fisheries, recreation, aesthetics, woodland, and grassland to promote compatible multiple uses in the park.

3. Environmental Compliance:
    a. Improve the lake's water quality to sustain healthy fish and wildlife populations, habitat conditions, recreation opportunities, and avoid negative effects to public water supply, ensuring public health and safety.
4. Visitor Information, Education and Outreach:
    a. Implement additional educational and outreach programs at the lake. Topics may include: water quality, history, cultural resources, water safety, recreation, nature, and ecology.

Development Needs: It is recommended that USACE continue with the current management practices for these unique wildflower areas in order to maintain and protect the Burke's Goldfields. Interpretive signage that alerts the public to the endangered status of the Burke's Goldfields in appropriate publicly accessible areas is recommended as a protection measure.

Additional management considerations should be focused on annual monitoring that includes an assessment of Burke's goldfields population health and the potential of invasive weed species intrusion, which could do harm to the population by outcompeting this taxon or by changing the ecological conditions of this micro-habitat and potentially cause extirpation. There should also be a focus on minimizing invasive species spread and introductions into the area surrounding Burke's goldfields. Another floristic survey is recommended for each site to further confirm the presence of the Burke's goldfields.

Site #1 Wildlife Management Area: USACE last confirmed the presence of the Burke's Goldfields at this site in 2010. In January 2019, habitat supporting the flower, including two vernal pools, was identified in the Wildlife Management Area, as seen in

Figure 11 and Map 16. This location is in the same general area as identified in the original Master Plan, as seen in . . The site is located in an isolated area away from trails. No improvements are recommended for this site.

Figure 11. Burke's Goldfields site located in the Wildlife Management Area.

Map 16. Location of the Wildflower Area Located within the Wildlife Management Area.

Site #2 Spillway: This site was originally identified in the Master Plan as being located just east of the spillway, close to the shore. USACE staff visited the area in January 2019 to identify the general area where the flower might exist. No such area that had conditions related to the Burke's Goldfields was observed. It is believed that this unique wildflower area has since been eroded or washed away. A future floristic survey is recommended to confirm the presence of the Burke's Goldfields in this location.

Map 17. Wildflower Area Located Near the Spillway.

Site # 3 Below the CVD: This site, located below the CVD and just south of the egg collection facility, was first identified in a 2011 floristic survey (see Map 18). A site visit in January 2019 confirmed the presence of vernal pools, an indicator of Burke's Goldfields habitat (). This area is closed to public access. Development in this area is not recommended due to the presence of the flower and the possibilities to expand its range in the area. USACE should consult with the USFWS on improving the surrounding habitat and potential for spreading the flower.

Figure 12. Burke's Goldfields site identified below the CVD and south of the egg collection facility.

Map 18. Wildflower Area Located Below the CVD.

Special Considerations: USACE should continue with the careful management of the endangered Burke's Goldfields.

Figure 13. The map above is from the 1977 Master Plan and shows the location of 2 Wildflower Areas, as noted by the red circles.

5.5 MANAGEMENT UNIT #5 – WINERY POINT/OTHER AREAS

Land Use Classification: Class VI Historical Area (winery point) and Class IV Outstanding Natural Area (previously developed spring/mossy area) are located within an area classified as Class III Natural Environment Area.

Figure 14. Garzini Winery.

Recommended Future Land Use and Rationale: *Multiple resource use.* This MU includes open land that is not designated as a specific area, although the Shakota Trail runs through the area. It is also comprised of Winery Point, which is recommended to be classified as an *Environmentally Sensitive Area.* Winery point is a historic feature located within a larger land classification area. Although the Shakota Trail provides access to this site, the historical site itself is classified as an environmentally sensitive area due to the cultural significance of the site.

The 1977 Master Plan also identified a previously developed spring and mossy area located as a single point within the larger MU. This area is recommended to be classified as an *Environmentally Sensitive Area*. The terminology of the land uses have been updated since the original Master Plan, but the uses have not changed.

Location: The multiple resource use area, which includes the Winery Point and spring/mossy area sites, is located along the western edge of Lake Mendocino.

Description: The Garzini Winery is located at Winery Point, on the western side of Lake Mendocino. The Garzini family lived at this site and operated the winery from 1911 to 1936. Most of the structures associated with the winery are now underwater, however several concrete structures are still standing. This site has not been designated as a historic site. There have been small-scale excavations of the area that resulted in finding domestic artifacts and building debris[54].

Figure 15. Garzini Winery.

The area where the Garzini Winery and mossy/spring area are located is heavily

[54] Source: Newland, Michael, 1997. *The Garzini Winery 1911–1936: Prohibition and Patron-Client Relations in Coyote Valley, California.*

overgrown, mostly by oak and pine trees, with an abundance of poison oak. Deer and snakes are typically found in the area. The area is accessible to the public via the Shakota Trail.

The site is at risk of erosion and the cliff is deteriorating, posing many safety hazards. There are several unofficial trails to the site suggesting visitors walk through the area, and vandalism is an issue. There is a barbed wire fence around the area to deter visitors from walking near the cliff.

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1. Recreational Objectives:
    a. Regularly monitor recreational resources to ensure the recreational experience, environmental quality, and public safety are maintained.
2. Natural Resource Management:
    a. Minimize activities which disturb the scenic beauty of the lake.
    b. Implement erosion reduction measures, such as planting vegetation whenever practical.
    c. Increase visitor awareness of impacts caused by misuse of natural resources through improved public participation programs, media information programs, and interpretive activities.
    d. Stop unauthorized uses of public lands such as unpermitted structures, clearing of vegetation, control of animals, unauthorized roadways, ORV use, trash dumping, and poaching that create negative environmental impacts.
3. Cultural Resources:
    a. Increase public awareness of regional history.
    b. Maintain full compliance with Section 106 and 110 of the NHPA; the Archeological Resources Protection Act; and the Native American Graves Protection and Repatriation Act on public lands surrounding the lake.

Development Needs:

1. The remnant buildings of the Garzini Winery attract vandalism and criminal activity, are a nuisance, and pose safety risks, especially as USACE does not routinely patrol the area due to its remote location. It is recommended that the structures be demolished and removed from the site. The area should be allowed to return to its natural state.
2. Implement a "no wake zone" in this area to prevent further cliff-side erosion (Figure 16).

Figure 16. Cliffside erosion at Winery Point.

3. Until the buildings are torn down and removed, or a decision is made to keep them, it is recommended that better fencing be installed around the area to prevent access to the structures and deter vandalism.
4. In order to preserve the history of the Garzini Winery, the tractor artifact still located at the site could potentially be moved to a local offsite museum, which would require further investigation. (Figure 17).

Figure 17. Tractor artifact at the Garzini Winery site.

Special Considerations: USACE cultural staff did a visual assessment of the site in July 2018 and a literature search, and have determined that the site is not of cultural or historical significance.

Map 19. Location of Winery Point along the Western Edge of Lake Mendocino.

5.6 MANAGEMENT UNIT #6 – SHO-DA-KAI RECREATION AREA

Land Use Classification: Class III Natural Environment Area

Recommended Future Land Use and Rationale: *Low Density Recreation.* While this area is largely undisturbed, there are limited recreational opportunities. The terminology of the land use was updated since the original Master Plan, but the use has not changed.

Location: Sho-da-kai Recreation Area is on Rattlesnake Island, an approximately 3-acre island just east of CVD. The area is generally accessible only by boat; however, sometimes during the summer when the lake level is low enough, it is possible to reach the island on a sand bar that extends from the CVD to the island.

Figure 18. Sho-da-kai/Rattlesnake Island on the right, as seen from the dam facing north.

Description: There are no developed facilities on the island and public use is limited to day use activities such as fishing and picnicking. The terrain on the island is rough, with cut banks and is moderately wooded. Animals such as raptors, shore birds, wild turkeys, snakes, and squirrels can be spotted on the island.

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1. Recreational Objectives:
    a. Regularly monitor recreational resources to ensure the recreational experience, environmental quality, and public safety are maintained.
2. Natural Resource Management:
    a. Minimize activities that disturb the scenic beauty of the lake.
3. General Management:
    a. Develop year-round access to remote park lands in order to better manage all of the park resources during all seasons.

Development Needs: Not applicable. It is recommended that the current management for this area be continued. No additional recreation facilities are recommended as USACE staff do not regularly patrol the island.

Map 20. Location of Sho-da-kai Recreation Area on Rattlesnake Island.

5.7 MANAGEMENT UNIT #7 – CHEKAKA RECREATION AREA

Land Use Classification: Class II General Outdoor Recreation

Recommended Future Land Use and Rationale: *High density recreation*. There are paved roads, a 24 unit campground, an overlook area, restroom facilities, parking lots, the south disc golf course, and trails. There is also a boat ramp, picnic tables, and shelters. The terminology of the land use was updated since the original Master Plan, but the use has not changed.

Location: The Chekaka Campground, South Boat Ramp, Overlook, and Joe Riley Recreation Area are located at the base of the CVD near the USACE administrative buildings. Together they comprise the Chekaka Recreation Area. The area is accessible via Lake Mendocino Drive.

Description:

Campground
The 10-acre Chekaka Campground is not currently in use and has been closed since 2013 due to a lack of USACE resources to operate the campground. This campground is the closest to the City of Ukiah and, therefore, attracts a regular homeless population. This area includes the Kaweyo horse staging area and the trailhead for the Shakota trail. It offers handicap accessible paths and a paved road providing public access to CVD.

This area has not experienced a fire since the lake boundary was established, resulting in a heavy buildup of vegetative fuel. There is management concern about potential wildfires occurring in this area, especially considering the area's close proximity to outside housing developments. There are areas within the Chekaka Campground that are heavily wooded and there is also heavy wildlife use.

Figure 19. South Boat Ramp and Jet Ski Beach.

South Boat Ramp
Located adjacent to Chekaka Campground is the South Boat Ramp, which was constructed in the 1970's, and associated parking lot (Figure 19). An unofficial beach area, commonly referred to as "jet ski beach" (Figure 20), is located next to the boat ramp.

Figure 20. Jet Ski Beach, located below Joe Riley Recreation Area.

Joe Riley Recreation Area
Up the hill behind "jet ski beach" and the boat ramp is Joe Riley Recreation Area, which has several picnic tables, shelters, a restroom, and a parking lot.

Overlook
This is a popular overlook area, located north of Chekaka Campground and Joe Riley Recreation Area, and is frequently used by visitors because it offers a panoramic view of the lake. The vegetation in the area was overgrown and blocked the view in the past; however, vegetation removal and clearing was done in the summer of 2018. The main types of vegetation in the overlook include: manzanita, oak trees, and poison oak. Snakes, mice, and coyotes can be seen in this area. Within the overlook area are picnic tables and shelters, restrooms, and a paved parking lot.

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1. Recreational Objectives:
    a. Evaluate the need for improved recreation facilities (i.e. campsites, picnic facilities, viewing areas, trails, dog off-leash area, courtesy docks, interpretive signs/exhibits, and parking lots) and increased public access on USACE-managed public lands and water for recreational activities (i.e. camping, walking, hiking, biking, fishing, wildlife viewing, etc.)
    b. Optimize recreational development on the land resources within the project boundary, while maintaining or improving the environmentally sustainable resources.
    c. Regularly monitor recreational resources to ensure the recreational experience, environmental quality, and public safety are maintained.
    d. Follow the EOPs associated with recreational use of waterways for all water-based management activities and plans.
    e. Minimize activities that disturb the scenic beauty of the lake.
    f. Increase universally accessible facilities on Lake Mendocino, including ADA.
    g. Evaluate the need for commercial facilities, including concessionaires, on public lands and waters.
2. Natural Resource Management:
    a. Use a watershed approach during the decision-making process.

b. Increase visitor awareness of impacts caused by misuse of natural resources through improved public participation programs, media information programs, and interpretive activities.
c. Stop unauthorized uses of public lands, such as unpermitted structures, clearing of vegetation, control of animals, unauthorized roadways, ORV use, trash dumping, and poaching that create negative environmental impacts.
d. Maintain scenic overlook areas for public use and clear overgrown vegetation.

3. Environmental Compliance:
   a. Include both point and non-point sources of water quality problems during decision-making.
4. Visitor Information, Education, and Outreach:
   a. Promote USACE water safety messaging.
5. Economic Impacts:
   a. Balance economic and environmental interests involving Lake Mendocino.
   b. Manage additional commercial development compatible with national USACE policy on both recreation and non-recreational outgrants on public lands classified for High Density Recreation.
   c. Work with local communities to promote tourism and recreation use of the lake to positively affect socioeconomic conditions surrounding the lake.

Development Needs:

Campground

The Chekaka Campground, in addition to Bushay Campground, are potential sites for the construction of non-camping lodging facilities, such as a small hotel, cabins or yurts. Lake Mendocino would benefit from offering alternative sleeping arrangements in addition to camping. A resort or cabin would attract visitors who do not want to camp, but would want to stay at the Lake, rather than in town, and might attract more long distance visitors. Lake Sonoma introduced a successful pilot cabin (Figure 16) for visitor lodging. The cabin, which cost about $8,000 to construct, can be rented online similarly to the campsites. Since implemented, the cabin has been occupied every weekend during the summer. USACE is looking to construct additional cabins for visitor use in the future. Cabins or similar sleeping structures might also deter homeless persons from squatting in the Chekaka Campground, which is currently closed to the public.

Figure 21. Cabin at Lake Sonoma.

The Chekaka Campground could also be the potential site of a new parking lot, as is described in the following section.

South Boat Ramp
Construction of a new parking area for the South Boat Ramp facility is needed. The *Lake Mendocino South Ramp Boat Launching Facility Feasibility Report*[55] and associated preliminary site plans were developed in 2013. The report proposes a $1.4 million grant be considered by the Boating and Waterways Commission to USACE for the construction of a new parking lot that would provide 63 additional parking spaces. The project is justified due to the annual flooding of the existing parking lot since 2010, when the SWCA raised the normal pool elevation of Lake Mendocino. The inundation of the parking lot resulted in an increase in users to the north boat ramp, which often gets overcrowded with boats.

As there is a documented need for a new parking lot for the South Boat Ramp, and given that there are no dam safety implications, this Master Plan recommends the new parking lot be constructed to accommodate visitors to the area. For additional details on the site layouts and the feasibility report, see Appendix C.

Joe Riley Recreation Area
Develop a marina near the Joe Riley Recreation Area. The Chekaka Recreation Area is a popular destination for boaters and other day use visitors. The area would greatly benefit from a marina, which could provide fuel for boats, bait and tackle for fishing, and concessions. The marina could be built on piers or pilings, and access from Joe Riley Recreation Area would need to be established.

Overlook
1. Conduct regular maintenance of overgrown vegetation that obstructs the view. This site offers one of the best views of Lake Mendocino and should be maintained in order to meet the purpose of this overlook area (Figure 22).

Figure 22. Before and after images of vegetation clearing at the overlook.

[55] Boating and Waterways Commission. 2013. Lake Mendocino South Ramp Boat Launching Facility Feasibility Report, March 20, 2013.

2. Because the overlook is a focal point for visitors to Lake Mendocino, an observation deck or shelter should be constructed for this site. The original 1977 Master Plan recommended an overlook kiosk that was never constructed. The site and building plan for the kiosk are shown in Figure 23. The original recommendation stated:

> "A canopied kiosk will be developed as an interpretive feature at the eastern end of the overlook parking area in Chekaka Recreation Area. The concept of the kiosk is shown on Plate 14 and will incorporate benches, bulletin boards and maps of the lake. The structure will be sighted to provide direct visitor access and a panoramic view of the lake and adjacent land areas."

Nearby Lake Sonoma, which is owned and operated by USACE, has an overlook structure and several shelters with interpretive signs that could be used as a model for the Lake Mendocino overlook (Figure 24). The overlook should incorporate interpretive signage to educate visitors on the natural and cultural features of Lake Mendocino and the area. While a large structure like the one at Lake Sonoma might not be necessary at the Lake Mendocino overlook, it provides an example for what USACE has implemented at other lakes and could be used to further justify the development of the overlook area at Lake Mendocino.

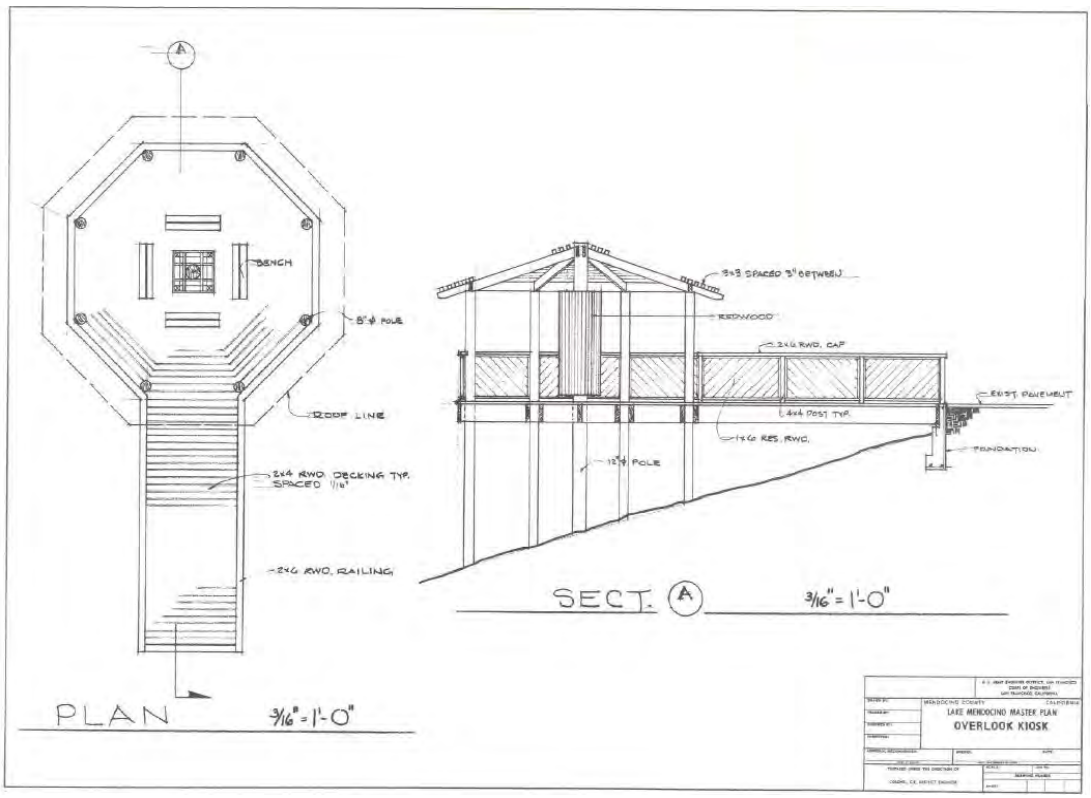


Figure 23. Site and building plan for overlook kiosk from original 1977 Master Plan.

Figure 24. Shelters with interpretive signage (left) and a large wooden overlook structure (right) are the main features of the overlook area at nearby Lake Sonoma.

3. The pavement for the main overlook area parking lot is cracking and needs to be resurfaced. This parking lot experiences high visitor use and parking and should be maintained to accommodate the large number of visitors using the area (Figure 25).

Figure 25. Parking lot at the overlook.

Figure 26. Illegal activity, such as graffiti on the plaque, occurs at the overlook area.

4. Illegal activity occurs at the overlook area. This includes graffiti and vandalism, which have marred the plaque adorning the main overlook feature (Figure 26). To deter future vandalism, it is recommended that security cameras be installed in the area. The cameras would likely need to be installed once a new feature, such as a shelter or overlook structure is developed since there is currently no permanent structure on which the cameras could be mounted.

5. In the past, there was a native plant garden near the pathway that leads to the restroom at the overlook area. The native plant garden should be resurrected and maintained by USACE. The garden will serve as an important interpretive site to discuss the plants and vegetation that exist at Lake Mendocino.

Special Considerations: The homeless population that frequently visits Lake Mendocino is a unique social issue that USACE must manage. The presence of homeless persons within the USACE park boundary poses safety risks to both USACE staff and recreational visitors to the Lake. USACE does not currently have the ability to address this issue and patrol the areas attracting this population. Future partnerships with outside law enforcement entities should be revisited as a means of deterring illegal activity on USACE-owned property. The recommendations provided above for improvements to the Chekaka Recreation Area will hopefully help deter illegal activity in this area.

Additionally, this area has not experienced a fire since the lake boundary was established, resulting in a heavy buildup of vegetative fuel. There is concern about potential wildfires occurring in this area, especially considering the area's close proximity to outside housing developments.

Map 21. The Chekaka Recreation Area, including the Campground, South Boat Ramp, Overlook, and Joe Riley Recreation Area.

5.8 MANAGEMENT UNIT #8 – POMO RECREATION AREA

Land Use Classification: Class II General Outdoor Recreation

Recommended Future Land Use and Rationale: *High density recreation*. The day use areas have restrooms, picnic shelters, and parking lots. The Shakota trail runs through the area. The terminology of the land use was updated since the original Master Plan, but the use has not changed.

Location: The Pomo Recreation Area, which includes the Pomo A, B, and C Day Use Areas, is located in the northwest corner of Lake Mendocino, adjacent to the Kyen Campground. The area is accessible via Marina Drive.

Description: The recreation area consists of the main swimming beach for Lake Mendocino, three separate day use areas (Pomo A, B, C), and the Pomo Cultural Center. The Pomo Cultural Center is identified as a separate MU, see Section 5.3 above. There are restroom and picnic facilities, a parking lot, and the north disc golf course in this recreation area. The area is generally flat and moderately wooded with oak trees, manzanitas, and poison oak. Waterfowl and Canada geese, which are nuisance animals, can typically be found in the area.

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1. Recreational Objectives:
    a. Evaluate the need for improved recreation facilities (i.e. campsites, picnic facilities, viewing areas, trails, dog off-leash area, courtesy docks, interpretive signs/exhibits, and parking lots) and increased public access on USACE-managed public lands and water for recreational activities (i.e. camping, walking, hiking, biking, fishing, wildlife viewing, etc.)
    b. Optimize recreational development on land resources within the project boundary, while maintaining or improving the environmentally sustainable resources.
    c. Regularly monitor recreational resources to ensure the recreational experience, environmental quality, and public safety are maintained.
    d. Follow the EOPs associated with recreational use of waterways for all water-based management activities and plans.
    e. Minimize activities that disturb the scenic beauty of the lake.
    f. Increase universally accessible facilities on Lake Mendocino, including ADA.
    g. Evaluate the need for commercial facilities, including concessionaires, on public lands and waters.
2. Natural Resource Management:
    a. Use a watershed approach during the decision-making process.
    b. Increase visitor awareness of impacts caused by misuse of natural resources through improved public participation programs, media information programs, and interpretive activities.

c. Stop unauthorized uses of public lands, such as unpermitted structures, clearing of vegetation, control of animals, unauthorized roadways, ORV use, trash dumping, and poaching that create negative environmental impacts.

3. Environmental Compliance:
    a. Include both point and non-point sources of water quality problems during decision-making.
4. Visitor Information, Education, and Outreach:
    a. Promote USACE water safety messaging.
    b. Implement additional educational and outreach programs at the lake. Topics may include: water quality, history, cultural resources, water safety, recreation, nature, and ecology.
5. Economic Impacts:
    a. Balance economic and environmental interests involving Lake Mendocino.
    b. Manage additional commercial development compatible with national USACE policy on both recreation and non-recreation outgrants on public lands classified for High Density Recreation.
    c. Work with local communities to promote tourism and recreation use of the lake to positively affect socioeconomic conditions surrounding the lake.

Development Needs:

1. Continue to update and repair shelters as needed.
2. The designated swimming beach located between Pomo A Day Use Area and Pomo B Day Use Area does not currently meet USACE standards for a recreational beach. It is recommended that a beach nourishment plan be developed as the first step to replenishing the beach, which will level the slope of the beach. An evaluation of designated swimming area standards and how it applies to this area should be included in the beach nourishment plan. This beach is heavily used and the visitor experience would greatly benefit from improvements.
3. Future improvements to the infrastructure in this area should consider changes in water level and be resistant to inundation. This area has flooded in the past, resulting in total inundation of the picnic tables and shelters. Any future development proposed for this area should take this into consideration.
4. It is recommended that USACE pursue a partnership with the Mendocino Transit Authority to provide shuttle or bus service to Lake Mendocino. A permanent or temporary bus stop during the peak summer season could be added in the Pomo Recreation Area since it is located just off Highway 20. This would hopefully increase visitation and provide access for visitors who would otherwise be unable to get to Lake Mendocino. A bus stop could also be added in the Chekaka Recreation Area.

Special Considerations: Flood inundation of infrastructure and resulting environmental and safety implications.

Map 22. Pomo Recreation Area, including Pomo A, B, and C Day Use Areas and Pomo Cultural Center.

5.9 MANAGEMENT UNIT # 9 – KYEN CAMPGROUND/OAK GROVE DAY USE AREA/NORTH BOAT RAMP

Land Use Classification: Class II General Outdoor Recreation

Recommended Future Land Use and Rationale: *High Density Recreation*. There are paved roads, over 103 campground sites, parking lots, restroom facilities, an amphitheater and day use areas within the campground area. The terminology of the land use was updated since the original Master Plan, but the use has not changed.

Location: The Kyen Campground is located on the northern edge of Lake Mendocino, immediately south of Highway 20, and is accessible via Marina Drive. It is adjacent to the Pomo Day Use Areas and the Pomo Cultural Center. See Map 22 for the location.

Description: The Kyen Campground consists of 103 campsites. The campsites on the south side of Marina Drive and the shoreline day use area typically flood during the winter. The majority of the campsites are located on the north side of Marina Drive, further away from the lake. The area along the Russian River inlet into Lake Mendocino is very steep with little natural cover, resulting in high erosion potential. The MU has exposed shorelines and is moderately wooded with oak trees, manzanita, poison oak, and blackberry bushes. Feral cats also frequent the area.

The area between the North Boat Ramp and the Highway 20 Bridge, located east of the campground, was largely altered due to previous road construction. The Oak Grove Day Use area is also included in this MU.

The North Boat Ramp is located at the northern end of Lake Mendocino, directly to the east of Kyen Campground and is accessible via Highway 20 and Marina Drive. The Highway 20 turnout area is located directly off of the Highway, about 1,000 feet from the North Boat Ramp. The land for the Highway 20 turnout area is owned by USACE, but Caltrans has an easement for the road. In the past, there was a marina and concessionaire located at the North Boat Ramp (same owner as the marina at nearby Lake Sonoma). There is currently no concessionaire operating in the area. USACE rangers direct heavy parking lot traffic during peak times.

The Kyen campground was opened in February 2018 to hold up to 29 temporary housing units to accommodate Mendocino County residents who were displaced by the wildfires in October 2017. The FEMA disaster program is typically 18 months in length; however, it is possible that the program will be extended for a longer duration at Lake Mendocino.

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1. Recreational Objectives:
    a. Evaluate the need for improved recreation facilities (i.e. campsites, picnic facilities, viewing areas, trails, dog off-leash area, courtesy docks, interpretive

signs/exhibits, and parking lots) and increased public access on USACE-managed public lands and water for recreational activities (i.e. camping, walking, hiking, biking, fishing, wildlife viewing, etc.).

b. Optimize recreational development on the land resources within the project boundary, while maintaining or improving the environmentally sustainable resources.
c. Regularly monitor recreational resources to ensure the recreational experience, environmental quality, and public safety are maintained.
d. Follow the EOPs associated with recreational use of waterways for all water-based management activities and plans.
e. Minimize activities that disturb the scenic beauty of the lake.
f. Increase universally accessible facilities on Lake Mendocino, including ADA.
g. Evaluate the need for commercial facilities, including concessionaires, on public lands and waters.

2. Natural Resource Management:
    a. Use a watershed approach during the decision-making process.
    b. Increase visitor awareness of impacts caused by misuse of natural resources through improved public participation programs, media information programs, and interpretive activities.
    c. Stop unauthorized uses of public lands such as unpermitted structures, clearing of vegetation, control of animals, unauthorized roadways, ORV use, trash dumping, and poaching that create negative environmental impacts.
3. Environmental Compliance:
    a. Include both point and non-point sources of water quality problems during decision-making.
4. Visitor Information, Education, and Outreach:
    a. Promote USACE water safety messaging.
    b. Implement additional educational and outreach programs at the lake. Topics may include: water quality, history, cultural resources, water safety, recreation, nature, and ecology.
5. Economic Impacts:
    a. Balance economic and environmental interests involving Lake Mendocino.
    b. Manage additional commercial development compatible with national USACE policy on both recreation and non-recreational outgrants on public lands classified for High Density Recreation.
    c. Work with local communities to promote tourism and recreation use of the lake to positively affect socioeconomic conditions surrounding the lake.

Development Needs:

Kyen Campground

1. The existing fee booth located at the entrance to the campground is inadequate to support USACE ranger duties. When stationed inside the booth, rangers have poor visibility outside the booth, posing safety risks to them. Theft of the fees is a recurring issue. This Master Plan proposes two options for improvement of the fee booth:
        a. Renovate the fee booth to improve visibility for rangers. Continue to have rangers staff the booth and collect fees. Construct exclusion gates at

the entrance to prevent cars from entering the campground after hours in order to reduce theft from the fee booth.

b. Replace the existing fee booth with an automated, hardened booth. A brick structure enclosing the payment station could help deter theft. Construction of an automated booth would remove the need for rangers on-site, allowing them to patrol other areas of the Lake. Implementing an automated pay station would allow visitors to pay with a credit card, reducing cash and theft. USACE should purchase automated fee booths for Kyen and other campgrounds. The Ventech system or a similar system could be used for this effort. Under this option, exclusion gates should also be constructed at the entrance to prevent cars from entering the campground after hours and reduce theft from the fee booth.

2. Each campsite should be equipped with full utility hookups, including electric, sewer, and water. Recreation vehicle hookups and dump stations should also be added at several campsites.
3. Upgrades are needed to campground Loops A, B, and D. This includes renovations for the bathrooms, picnic tables and repaving/repainting the roads throughout the campground. Campground Loop C should be left as a primitive campground since it gets inundated regularly. Invasive species management is needed in Loop C.
4. An underutilized amphitheater is located within the Kyen campground. It is recommended that USACE implement an interpretive program that can use the amphitheater for events and outreach. USACE should pursue partnerships with the Student Conservation Association, Water Safety Council, and others to provide interpretive services at the campground.

North Boat Ramp

1. This Master Plan recommends constructing a marina and concessionaire near the boat ramp and Oak Grove Day Use Area. In the past, there was a marina and the public has expressed interest in bringing it back. There is existing infrastructure for a potential concessionaire, which would be beneficial for both the day use visitors and overnight campers using this area. The previous concessionaire was shut down due to contamination in the area, which was remediated in 2014.
2. The bathroom at the boat ramp is in disrepair and must be torn down and reconstructed.

Invasive Species Management

1. Construct exclusion gates at both ends of Marina Drive to prevent the spread of aquatic invasive species on boats. This measure would limit the number of vehicles entering the area and would allow USACE rangers to inspect the vehicles as needed. The gates would block the road during overnight hours and be open during the day.
2. Management of poison oak and Himalayan blackberry is needed throughout all campgrounds and day use areas. In the past, there was a pest management contract, which USACE should bring back.

Special Considerations: Floods can inundate the infrastructure, resulting in environmental and safety implications.

5.10 MANAGEMENT UNIT # 10 – MITI RECREATION AREA

Land Use Classification: Class II-general outdoor recreation

Recommended Future Land Use and Rationale: *Low Density Recreation.* The Miti Recreation Area/Boat-In Campground is low density due to the boat-in nature of the campground and limited access. The terminology of the land use was updated since the original Master Plan, but the use has not changed.

Location: The area is located on an eastern peninsula that juts out into Lake Mendocino. It is located adjacent to the wildlife management area.

Description: The Miti Recreation Area/Boat-In Campground includes a primitive campground with 18 campsites. Other than the campsites, there are no major improvements and the area is accessible only by foot or boat. The area is heavily wooded.

Figure 27. Beach used to park boats at Miti Campground.

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1. Recreational Objectives:
    a. Evaluate the need for improved recreation facilities (i.e. campsites, picnic facilities, viewing areas, trails, dog off-leash area, courtesy docks, interpretive signs/exhibits, and parking lots) and increased public access on USACE-managed public lands and water for recreational activities (i.e. camping, walking, hiking, biking, fishing, wildlife viewing, etc.).
    b. Optimize recreational development on land resources within the project boundary, while maintaining or improving the environmentally sustainable resources.
    c. Regularly monitor recreational resources to ensure the recreational experience, environmental quality, and public safety are maintained.
    d. Follow the EOPs associated with recreational use of waterways for all water-based management activities and plans.
    e. Minimize activities that disturb the scenic beauty of the lake.
2. Natural Resource Management:
    a. Use a watershed approach during the decision-making process.
    b. Increase visitor awareness of impacts caused by misuse of natural resources through improved public participation programs, media information programs, and interpretive activities.
    c. Stop unauthorized uses of public lands such as unpermitted structures, clearing of vegetation, control of animals, unauthorized roadways, ORV use, trash dumping, and poaching that create negative environmental impacts.

3. Environmental Compliance:
    a. Include both point and non-point sources of water quality problems during decision-making.
4. Visitor Information, Education, and Outreach:
    a. Promote USACE water safety messaging.
5. Economic Impacts:
    a. Balance economic and environmental interests involving Lake Mendocino.

Development Needs:

1. The campsite facilities at the Miti Campground need to be upgraded or replaced. Many of the picnic tables and fire pits are in poor condition (see Figure 23).
2. Remove an old fence in the campground through a debris removal project.
3. A horse staging area should be developed just north of the campground since the eastern side of the lake attracts horseback riders.
4. The campground is in need of bear-proof garbage receptacles.

Figure 28. Deteriorating campsite facilities at Miti Campground.

Map 23. Miti Recreation Area on the Eastern Edge of Lake Mendocino.

5.11 MANAGEMENT UNIT # 11 – WILDLIFE MANAGEMENT AREA

Land Use Classification: Class V Wildlife Management Area

Recommended Future Land Use and Rationale: *Wildlife Management.* This area's primary purpose is wildlife management, and it is only accessible via boat and hiking trails.

Location: The wildlife management area is a narrow strip of land located along the southeastern side of Lake Mendocino. The area is located just south of the Bushay Recreation Area to the spillway and runs adjacent to the Miti Campground Area. The wildlife management area does not include Miti Peninsula or the campground.

Description: Small game hunting has historically been permitted in the wildlife management area, but has recently been prohibited by USACE rangers for safety reasons. The area is accessible by hiking trails and by boat. Popular activities that take place within the area include hiking, photography, and bird watching.

The area is partly located within the floodplain, has areas of exposed shoreline, and is moderately wooded with oak trees, manzanita, and poison oak. A variety of wildlife can be found in the wildlife management area, including: raptors, song birds, waterfowl, wild turkey, frogs, snakes, deer, fox, coyote, rabbits, raccoons, and mice.

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1. Recreational Objectives:
    a. Evaluate the need for improved recreation facilities (i.e. campsites, picnic facilities, viewing areas, trails, dog off-leash area, courtesy docks, interpretive signs/exhibits, and parking lots) and increased public access on USACE-managed public lands and water for recreational activities (i.e. camping, walking, hiking, biking, fishing, wildlife viewing, etc.).
2. Natural Resource Management:
    a. Regularly monitor recreational resources to ensure the recreational experience, environmental quality, and public safety are maintained.
    b. Actively manage and conserve fish and wildlife resources, with an emphasis on special status species, by implementing ecosystem management principles.
    c. Minimize activities that disturb the scenic beauty of the lake.
    d. Optimize resources, labor, funds, and partnerships for protection and restoration of fish and wildlife habitats.
    e. Identify and protect unique or sensitive habitat areas.
    f. Increase visitor awareness of impacts caused by misuse of natural resources through improved public participation programs, media information programs, and interpretive activities
    g. Improve, enhance, restore or rehabilitate vegetation and other environmental conditions, including existing structures and features, for wildlife, fisheries,

recreation, aesthetics, woodland, and grassland to promote compatible multiple uses in the park.

3. Environmental Compliance:
    a. Improve coordination, communication, and cooperation between regulating agencies and non-governmental organizations to resolve and/or mitigate environmental problems.
    b. Educate visitors and volunteers on laws, regulations, and policies regarding, vegetation modification, earth moving activities, and control of animals (e.g. trail maintenance, erosion control, facility improvements, and leash laws).

Development Needs:

1. The Kaweyo trail runs through the wildlife management area and is in need of enhancements that could be accomplished through regular trail maintenance.
2. The connection of the Kaweyo trail to the Shakota trail in order to create a loop trail around Lake Mendocino is recommended and should be explored. Cultural resources would need to be considered for this proposal.
3. USACE should pursue options for managing the feral pigs that can be found in the wildlife management area. The pigs cause extensive damage to habitat and vegetation and are a nuisance. A managed pig hunt or other depredation technique should be implemented to control and reduce the damage.

Special Considerations: Any development of a loop trail connecting the Kaweyo and Shakota trails should consider the current land use classification as a wildlife management area, and any development plans should explicitly limit future expansion of the trail beyond low-density recreation use. In order to complete a loop trail managed by USACE, any property held in an easement where the trail would be located would need to be acquired in fee title for recreational purposes.

Map 24. The Wildlife Management Area along the Eastern Edge of Lake Mendocino.

5.12 MANAGEMENT UNIT # 12 – BUSHAY CAMPGROUND/MESA DAY USE AREA

Land Use Classification: Class II-general outdoor recreation

Recommended Future Land Use and Rationale: *High density recreation.* Bushay Campground/Mesa Day Use Area is a heavily used recreational area. The terminology of the land use was updated since the original Master Plan, but the use has not changed.

Location: Bushay Campground and Mesa Day Use Area are located at the northeastern corner of the lake. The road to the area, Inlet Road, which follows the East Fork of the Russian River, is accessible via Highway 20.

Description: Inlet Road is approximately 13 feet above the river, and therefore the road regularly floods. Therefore, the campground is closed during the winter, even though the campsites are elevated high enough so they do not flood. There are paved roads, over 160 campground sites, restroom and picnic facilities, and trails to access the lake, including the Kaweyo trail. The campground includes the Mesa Day Use Area.

The topography of the Bushay Campground and Mesa Day Use Area is mostly flat and moderately wooded with oak trees, manzanita, and poison oak. Deer, wild turkeys, and squirrels can be spotted in the area.

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1. Recreational Objectives:
    a. Evaluate the need for improved recreation facilities (i.e. campsites, picnic facilities, viewing areas, trails, dog off-leash area, courtesy docks, interpretive signs/exhibits, and parking lots) and increased public access on USACE-managed public lands and water for recreational activities (i.e. camping, walking, hiking, biking, fishing, wildlife viewing, etc.).
    b. Optimize recreational development on the land resources within the project boundary, while maintaining or improving the environmentally sustainable resources.
    c. Regularly monitor recreational resources to ensure the recreational experience, environmental quality, and public safety are maintained.
    d. Follow the EOPs associated with recreational use of waterways for all water-based management activities and plans.
    e. Minimize activities that disturb the scenic beauty of the lake.
    f. Increase universally accessible facilities on Lake Mendocino, including ADA.
    g. Evaluate the need for commercial facilities, including concessionaires, on public lands and waters.
2. Natural Resource Management:
    a. Use a watershed approach during the decision-making process.

b. Increase visitor awareness of impacts caused by misuse of natural resources through improved public participation programs, media information programs, and interpretive activities.

3. Environmental Compliance:
   a. Include both point and non-point sources of water quality problems during decision-making.
4. Visitor Information, Education, and Outreach:
   a. Promote USACE water safety messaging.
   b. Implement additional education and outreach programs at the lake. Topics may include: water quality, history, cultural resources, water safety, recreation, nature, and ecology.
5. Economic Impacts:
   a. Balance economic and environmental interests involving Lake Mendocino.
   b. Manage additional commercial development compatible with the national USACE policy on both recreation and non-recreational outgrants on public lands classified for High Density Recreation.
   c. Work with local communities to promote tourism and recreation use of the lake to positively affect socioeconomic conditions surrounding the lake.
6. General Management:
   a. Develop year-round access to remote park lands in order to better manage all of the park resources during all seasons.

Development Needs:

Inlet Road

1. Inlet Road, the only vehicle access route to Bushay Campground and Mesa Day Use Area for the public, suffers frequent inundation, causing closure to the popular campground. It is recommended that Inlet Road be raised in order to ensure year-round access for the public. The frequent inundation of Inlet Road causes additional environmental concerns, especially as the porta-potties and picnic tables are carried into the Lake by the flooding. USACE was given permission from the adjacent landowner in the past to access the campground via the private property in emergency situations; however, such access is dependent upon the landowner's agreement and is not open to the public.

Figure 29. View of Inlet Road leading to Bushay Campground.

2. Inlet Road should be widened in order to create designated parking areas for lake access.

Bushay Campground

1. It is recommended that the existing fee booth be renovated or replaced to provide better ranger safety and automated fee collection to prevent theft. See further details for this

recommendation under the "Development Needs" (Section 5.9) for the Kyen Campground MU.

2. Each campsite should be equipped with full utility hookups, including electric, sewer, and water. This would include upgrading the Campground Host's vault toilet to septic. There is currently no sewer hookup and therefore vault toilets are used instead, which require regular maintenance by park rangers. Septic is used elsewhere in the park, including the showers in Kyen Campground, and should be implemented in Bushay Campground.
3. Restroom #8 in the Fig Loop needs to be upgraded. All other restrooms were upgraded in the recent past.
3. Construct a horse staging parking lot near the Kaweyo trailhead/horse trail and pave the road that leads to the trailhead.
4. An underutilized amphitheater is located within Bushay Campground. It is recommended that USACE implement an interpretive program that can use the amphitheater for events and outreach. USACE should pursue partnerships with the Student Conservation Association, Water Safety Council, and others to provide interpretive services at the campground.
5. Bushay Campground is another prime location, in addition to Chekaka Campground, to offer a non-camping lodging option such as a small resort or cabins. Such development would require the above mentioned improvements for Inlet Road. The resort or cabins would be best located in either the Little Bear or Fig Loops of the campground. For additional details, refer to "Development Needs" (Section 5.7) under the Chekaka Recreation Area MU.

Special Considerations: Improvements to Inlet Road to alleviate the recurring flooding will allow for future development in Bushay Campground.

Map 25. Bushay Campground Located on Northeastern Corner of Lake Mendocino, Including the Mesa Day Use Area.

5.13 MANAGEMENT UNIT # 13 – BILL TOWNSEND FISH HATCHERY

Land Use Classification: Class VII: Nonpublic use project area. This includes areas that can be altered from their natural conditions for project use, such as control towers, the spillway and the dam.

Recommended Future Land Use and Rationale: *Project Operations.* This includes lands required for the dam, spillway, offices, maintenance facilities, and other areas that are used solely for the operation of the project. The terminology of the land use was updated since the original Master Plan, but the use has not changed.

Figure 30. Bill Townsend Fish Hatchery as Seen From the Top of the CVD.

Location: The hatchery is located at the base of the CVD.

Description: The Bill Townsend Fish Hatchery at Lake Mendocino is a collection facility for Steelhead Trout eggs. The eggs are fertilized at the hatchery and are then transported to the fish hatchery at Lake Sonoma, where they are raised. The Steelhead Trout are then returned to Lake Mendocino for 30 days then released into the Russian River. USACE has a contract with the CDFW, which operates the hatchery and oversees the fish collection. The Ukiah Rod and Gun Club, located adjacent to the fish hatchery building, assists with the release of the Steelhead Trout eggs. See Project Operations Map 14 for the location of the hatchery.

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1) Natural Resource Management
   a) Actively manage and conserve fish and wildlife resources, with an emphasis on special status species, by implementing ecosystem management principles.
2) Environmental Compliance
   a) Improve coordination, communication, and cooperation between regulating agencies and non-governmental organizations to resolve and/or mitigate environmental problems.
3) Visitor Information, Education, and Outreach

a) Implement additional education and outreach programs at the lake. Topics may include: water quality, history, cultural resources, fisheries, water safety, recreation, nature, and ecology.
b) Increase public awareness of special activities at the facility.

Development Needs:
The main objective for this MU is to maintain the integrity of the structures and infrastructure that support this important facility. As of July 2018, there were several maintenance issues that needed correction at the facility, which were expressed in a letter dated 11 July 2018 from the CDFW to USACE. It is recommended in this Master Plan that the necessary repairs be made to support a fully functioning fish hatchery. The repairs needed at the time included, but are not limited to, the following:

- Replacement of alarm and backup battery in the event of a power outage
- Construction of a permanent roof over the hatchery rearing ponds to provide shade and protection
- Replacement and repair of office windows and flooring

Additional overall upgrades are needed to the interpretive displays and signage at the facility.

Special Considerations: Maintain partnerships with the CDFW and the Ukiah Rod and Gun Club.

5.14 MANAGEMENT UNIT # 14 – DISC GOLF COURSE

Land Use Classification: Class II General Outdoor Recreation

Recommended Future Land Use and Rationale: *High density recreation.* The north and south disc golf courses are part of the Kyen Campground and the Chekaka Campground; however, they were given their own MU due to the unique nature of the activity and recommendations.

Location: The north disc golf course is adjacent to the parking lot in the Pomo A Recreation Area and Kyen Campground. The south disc golf course is located at the overlook day use area near the south boat ramp and Chekaka Campground.

Description: The disc golf course was established in the 1990's. The course length spans over 4,000 feet and is divided into the north course and south course. The south disc golf course consists of 18 holes, each with an alternate location. The tees are cement or rubber matting and most holes have light to moderate amounts of trees. The north disc golf course consists of 9 holes, each with an alternate location. The tees are rubber matting and the holes are mostly medium to heavily wooded.

Figure 31. Disc golf basket.

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1. Recreational Objectives
    a. Evaluate the need for improved recreation facilities and increased public access on USACE-managed public lands and water for recreational activities.
    b. Regularly monitor recreational resources to ensure the recreational experience, environmental quality, and public safety are maintained.
2. Natural Resource Management
    a. Minimize activities that disturb the scenic beauty of the lake.
3. Environmental Compliance
    a. Improve coordination, communication, and cooperation between regulating agencies and non-governmental organizations to resolve and/or mitigate environmental problems.
4. Visitor Information, Education, and Outreach
    a. Increase public awareness of special activities at the facility.

Development Needs:

1. It is recommended that a second alternate hole be added to both the north and south disc golf courses. This desire was expressed by the local visitors who regularly use the course. Additionally, it is recommended that the course be upgraded with moveable foundations. This will allow the baskets to be moved and the course to be modified more often, providing variety to the course.

2. USACE should support and promote disc golf tournaments at Lake Mendocino. This would be a fairly low effort way to attract more visitors to the lake for this free activity.

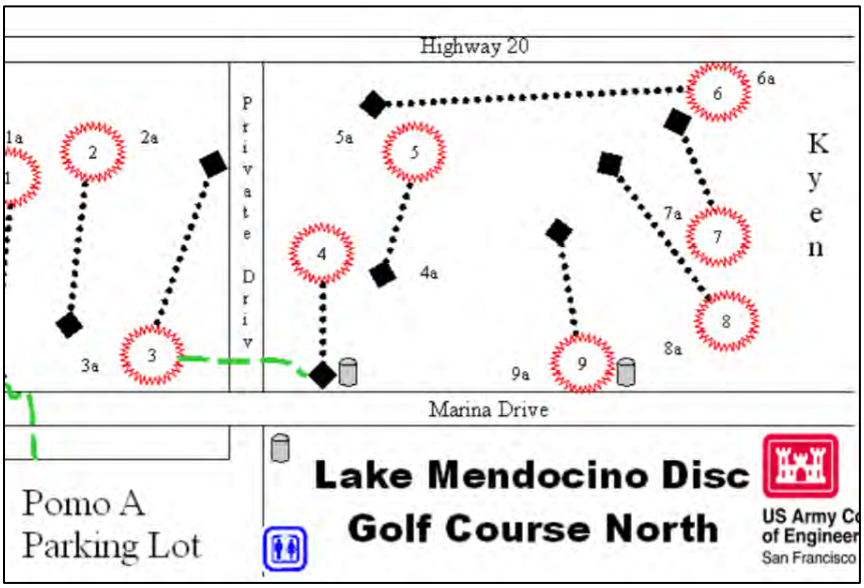


Figure 32. Map for the north disc golf course.

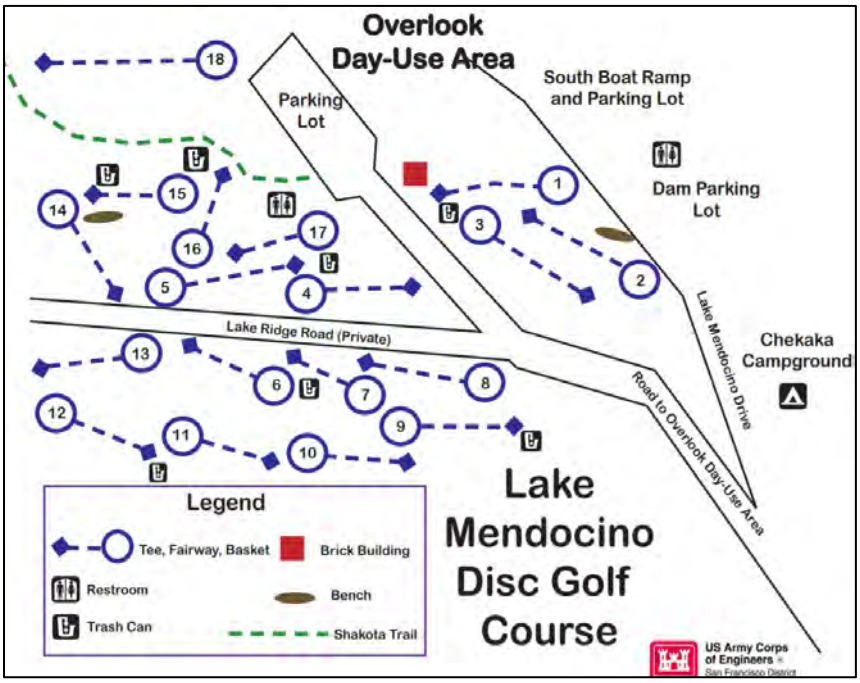


Figure 33. Map for the south disc golf course.

5.15 MANAGEMENT UNIT # 15 – PROJECT ADMINISTRATIVE BUILDINGS

Land Use Classification: Class II General Outdoor Recreation Area.

Recommended Future Land Use and Rationale: *Project Operations.* This includes lands required for the dam, spillway, offices, maintenance facilities, and other areas that are used solely for the operation of the project. The terminology of the land use was updated since the original Master Plan, but the use has not changed.

Location: USACE administrative buildings for Lake Mendocino are located at the base of the CVD on Lake Mendocino Drive, south of the Chekaka Recreation Area.

Description: Lake Mendocino has several project buildings operated by USACE that support the administrative functions. The area is gated and generally closed to public access. Animals that can be found near the offices include snakes, mule deer, and mice. See Project Operations Map 14 for the location of the USACE administrative buildings.

Resource Objectives:
This MU meets the following resource objectives for the Lake Mendocino Master Plan:

1. Recreational Objectives
    a. Evaluate the need for improved recreation facilities and increased public access on USACE-managed public lands and water for recreational activities.
    b. Regularly monitor recreational resources to ensure the recreational experience, environmental quality, and public safety are maintained.
2. Natural Resource Management
    a. Minimize activities that disturb the scenic beauty of the lake.
3. Environmental Compliance
    a. Comply with USACE sustainability requirements.

Development Needs:

1. Upgrades are needed to multiple buildings with the project administration area:
    a. The bathrooms in building #1 are very old and use water inefficiently, and are in need of renovation.
    b. The wood shed needs to be modernized.
    c. An alarm system for the buildings is necessary to ensure the safety of USACE staff and contractors. This is especially justified given the illegal activities that occur regularly within the Lake Mendocino project boundary, and given the project administration area's close proximity to Chekaka Campground where homeless persons often frequent.
2. Build housing for multiple rangers to use, in accordance with USACE policies.

Special Considerations: Not applicable

CHAPTER 6 – SPECIAL TOPICS/ISSUES/CONSIDERATIONS

This chapter discusses the special topics, issues, and considerations that will be critical to the future management of Lake Mendocino, as identified by USACE staff and through public involvement. Special topics, issues, and considerations are defined in this context as any problems, concerns, and/or needs that could affect or are affecting the stewardship and management potential of the lands and waters under the jurisdiction of the San Francisco District, Lake Mendocino Project Office Area of Responsibility. For simplicity, the topics are discussed below under generalized headings.

Public Safety

- Lake Mendocino experiences a variety of illegal activities ranging from graffiti and drug use to occupancy of campgrounds by homeless persons. Safety concerns for the USACE staff and the public will be considered in the future management of Lake Mendocino.

Partnership

- USACE will seek out future partnerships and collaboration with other Federal, Tribal, state and local agencies to support the management and operation of Lake Mendocino, as needed.
- USACE will continue with its existing partnerships that aid in the operation of various facilities at Lake Mendocino.

Public Outreach

- Educate the public on invasive species, unauthorized trails, water safety, etc. Discuss the effects that these issues have on ecosystem health and public safety.
- Educate the public regarding cultural and historic landscapes.

Tribal Coordination

- Continue coordination with local Tribes and plan for the future of the Pomo Cultural Center.

CHAPTER 7 – AGENCY AND PUBLIC COORDINATION

In 2017, USACE began revising the Lake Mendocino Master Plan, which was last updated in 1977. In February 2018, USACE held a public meeting to kick off the master planning process. The purpose of this meeting was to seek public input regarding (1) the long-range goals for the Lake Mendocino Master Plan and (2) the management and development of project lands and water. Additional coordination with Tribal and other agency representatives was done during the planning process.

Draft Master Plan/Draft EA

The Draft Master Plan and EA will be released for a 30-day public review period in early 2019. Additional public meetings will be held at that time. The Final Master Plan and EA will take into consideration public input and comments received during the review period.

Figure 34. A kick off meeting was held for the public in Ukiah in February 2018.

Summary of Public Comments

Below are the main topics of interest and recommendations from the initial kickoff public meetings in February 2018. A total of 23 comments were received. Based on two comments received requesting separate Tribal coordination, USACE gave a presentation on the master planning effort to the Mendocino, Lake Sonoma Tribal Environmental Program in March 2018. Another meeting to discuss culturally sensitive topics with the Tribe took place in November 2018. A third meeting with the Tribe is expected in spring 2019, in advance of public review release of the draft Master Plan. A more in-depth summary of public comments following the formal public review period for this draft Master Plan will be included in the Final Lake Mendocino Master Plan.

<u>Recreation:</u>

1. Keep campgrounds open for public use and add a store for campers to use.
2. Build longer boat ramps to allow lake access during lower water level conditions and re-institute boat ramp fees, which will provide additional revenue for maintenance of the lake.
3. Add a paved walking trail and exercise stations/outdoor gym around the lake.
4. Establish a “trail around the lake” by closing trail gaps on the north and north-east sides of the lake.
5. Import sand to build a better beach at Pomo B and Oak Grove Day Use Areas.
6. Add signage for trails.
7. Have boat, kayak, canoe, and stand-up paddleboard rentals at the north side of the lake.

8. Continue to allow horseback riding as there are limited public lands open for horseback riding in Mendocino County. Keep Bushay Campground open to horses and add dedicated horse trailer parking spots.
9. Make campsites dog friendly and add a fenced off-leash dog park.
10. Public use areas are not well maintained by USACE and staffing at the lake is limited.
11. Projects such as expanding campgrounds, roads, boat launches and septic systems should consider the current proposal to raise the dam.
12. Passive, non-motorized use should be prioritized.
13. Trails should continue as exclusively passive (non-motorized).
14. All efforts to budget staff time to support the maintenance and development of trails should be pursued.
15. "Quiet days" should be established with trolling motors only during the winter months and select "quiet days" two to three days a week year-round.
16. Lake Mendocino has a number of redundant roads that should be decommissioned or converted to trails.
17. Continue the practice of having a specific ranger act as liaison with groups like the Ukiah Valley Trail Group and establish a protocol to ensure a seamless transition when new staff assignments are made.
18. Expedite approval of trail projects with a specific goal for making decisions.

Water Management:

1. The release of water from the CVD creates a foul odor that impacts nearby residents. USACE should provide residents with a schedule for releases, and air quality testing would be useful.
2. Serious consideration should be given to "fixing" the spillway.

Safety:

1. Need consistent law enforcement, including speed control for cars. Additional signage may help prevent speeding and entrance fees might reduce dumping, drug use, and other illegal activities. Establish ranger patrols of the lake with citations issued for boater speeding and loud stereos.
2. Need rangers or Sheriffs patrolling the lake in boats and patrolling the area at night. The crime and drug problems increased significantly over the past 15 years.
3. A functioning and proper warning system for the dam needs to become a high priority for the protection of the community.

Environmental Management:

1. Mendocino and Sonoma Counties are urging USACE to partner with them on a program to prevent the quagga mussel from being introduced to the lakes by watercraft.
2. Clear out brush to reduce the tick problem.

Other:

1. There is a large homeless problem, with many homeless people choosing to stay in campgrounds at Lake Mendocino. Recommend designating a free camping area for the homeless.
2. Do not let the public land surround Lake Mendocino be privately developed.

3. Lack of resources to manage the lake are negatively impacting the user experience. Usage is down to the point that it is negatively affecting the local economy that depends on their visits.

CHAPTER 8 – SUMMARY AND RECOMMENDATIONS

8.1 SUMMARY OVERVIEW

The proposals made in previous chapters of this Master Plan are for the courses of action necessary to manage Lake Mendocino. Actions set forth in this plan can promote the future health and sustainability of Lake Mendocino's natural resources while still allowing for continued use and development. The factors considered cover a broad spectrum of issues including, but not limited to, public use, the environment, socioeconomic considerations, and staffing levels. Information on each topic was thoroughly researched and discussed by the Project Delivery Team before any proposals were made.

This Master Plan is a living document that establishes the basic direction for development and management of Lake Mendocino consistent with the capacity of the resources present and public needs. The Master Plan is also flexible in that supplements may be achieved through a formal process to address unforeseen needs, and evaluations of future actions can tier off and utilize the information in the Master Plan NEPA document (a draft EA is included with this draft Master Plan) as needed. The Master Plan will be periodically reviewed to facilitate the evaluation and utilization of new information as it becomes available, subject to funding.

The overall Master Plan provides guidelines for land use activities, improvement of environmental quality, and protection of cultural resources. Additionally, the Master Plan provides management with critical information necessary to determine funding levels for operations, maintenance, and staffing needs.

8.2 LAND CLASSIFICATIONS

As described in detail in Chapter 5, the project delivery team strived to achieve a 'balanced' approach in making the land classification decisions. The team took environmental constraints, regulations, ordinances, opportunities, and public concerns into consideration when determining land classification for this revision to the Lake Mendocino Master Plan, which included but were not limited to:

- How lands were previously classified in the original Master Plan
- Land allocations
- Environmental and cultural considerations
- Existing Federal, state, and local laws and regulations
- Development or land management adjacent to USACE-managed property
- Activities adjacent to USACE-managed property
- Recreational and visitation trends
- Public and agency input
- Funding and staffing constraints

8.3 RECOMMENDATION

This Master Plan shall be followed in managing the resources at Lake Mendocino. The policies and objectives within this Master Plan are consistent with authorized project purposes, land allocations, resource capabilities, and accommodate Federal, state, local and Tribal needs. These policies and objectives represent sound stewardship of resources and increase opportunities for public enjoyment of outdoor recreation activities. It is recommended that this Master Plan be approved as the basis for future development and management of Lake Mendocino's land and water resources.

Table 8 Summary of Development Recommendations for the Lake Mendocino Management Units.

Management Unit	Recommended Land Use	Recommendations
1. Lake Mendocino	Project Operations/Water Surface	1. Implement additional "No Wake" zones on the lake, including "No Wake" signage at Miti Campground. 2. Implement a program to more intensively manage the invasive Quagga and Zebra mussels. It is recommended that USACE partner with stakeholder groups to develop a mussel management plan at Lake Mendocino that would minimize the potential for the introduction of these species and to respond rapidly if they are detected on-site.
2. Dam Operations, Dam, Control Tower, Spillway	Project Operations	1. Manage the erosion and slope stabilization issues impacting the hillside adjacent to the spillway access road, including an engineering study and construction to stabilize the hillside. 2. Improve existing interpretive signage and develop additional signage near the public entrance to CVD. 3. Design and construct a drainage system at the downstream end of the dam. 4. Improvements to the access bridge that connects the control tower to the dam are needed. Specifically, the bridge is currently painted with lead-based paint that needs to be removed and re-painted. 5. Sandblast and repaint the slide gates in the outlet works control tower, which was done approximately 20 years ago.
3. Pomo Cultural Center	High Density Recreation	1. Renovate the Pomo Cultural Center so it can be utilized for interpretive services for the public, including bat removal, cleaning, and updated signage. 2. Partner with Tribe or other organization(s) to maintain and operate the Pomo Cultural Center for interpretive use. Renewal of leases with the Tribe and other agreements would be required for defining the terms of the partnerships.
4. Unique Wildflower Area	Environmentally Sensitive Area	1. It is recommended that USACE continue with the current management practices for these unique wildflower areas in order to maintain and protect the Burke's Goldfields. Interpretive signage that alerts the public to the endangered status of the Burke's Goldfields in appropriate publicly accessible areas is recommended as a protection measure.

5. Winery Point	Environmentally Sensitive Area	1. It is recommended that the structures be demolished and removed from the site due to the vandalism they attract. The area should be allowed to return to its natural state. 2. Implement a "no wake zone" in this area to prevent further cliff-side erosion. 3. Until the buildings are torn down and removed, or a decision is made to keep them, it is recommended that better fencing be installed around the area to prevent access to the structures and deter vandalism. 4. In order to preserve the cultural history of the Garzini Winery, the tractor artifact located at the current site could be moved to an area appropriate for interpretation.
6. Sho-da-kai Recreation Area	Low Density Recreation	1. It is recommended that the current management for this area be continued. No additional recreation facilities are recommended as USACE staff do not regularly patrol the island.
7. Chekaka Recreation Area	High Density Recreation	1. Chekaka Campground: The Chekaka Campground, in addition to Bushay Campground, are potential sites for the construction of non-camping lodging facilities, such as a small hotel, cabins or yurts. Lake Mendocino would benefit from offering alternative sleeping arrangements in addition to camping. A resort or cabin would attract visitors who do not want to camp, but would want to stay at the Lake, rather than in town, and might attract more long distance visitors. 2. South Boat Ramp: Construction of a new parking area for the South Boat Ramp facility is needed. 3. Joe Riley Recreation Area: Develop a marina near the Joe Riley Recreation Area. The area would greatly benefit from a marina, which could provide fuel for boats, bait and tackle for fishing, and concessions. The marina could be built on piers or pilings, and access to the marina from Joe Riley Recreation Area would need to be established. 4. Overlook: Conduct regular maintenance of overgrown vegetation that obstructs the view. 5. Overlook: Because the overlook is a focal point for visitors to Lake Mendocino, an observation deck or shelter should be constructed for this site. Nearby Lake Sonoma, which is owned and operated by the USACE, has an overlook structure and several shelters with interpretive signs that could serve as a model for the Lake Mendocino overlook. 6. Overlook: The pavement for the main overlook area parking lot is cracking and needs to be resurfaced. 7. Overlook: Illegal activity occurs at the overlook area. This includes graffiti and vandalism, which have marred the plaque adorning the main overlook feature. To deter future vandalism, it is recommended that security cameras be installed in the area. 8. Overlook: In the past, there was a native plant garden near the pathway that leads to the restroom at the overlook area. USACE staff should re-establish and maintain the native plant garden.

8. Pomo Recreation Area	High Density Recreation	1. Continue to update and repair shelters as needed. 2. The designated swimming beach located between Pomo A Day Use Area and Pomo B Day Use Area does not currently meet the USACE standards for a recreational beach. It is recommended that a beach nourishment plan be developed as the first step to replenishing the beach, which will level the slope of the beach. An evaluation of the USACE designated swimming area standards and how it applies to this area should be included in the beach nourishment plan. 3. Future improvements to the infrastructure in this area should consider changes in water level and be resistant to inundation. 4. It is recommended that the USACE pursue a partnership with the Mendocino Transit Authority to provide shuttle or bus service to Lake Mendocino. A permanent or temporary bus stop during the peak summer season could be added in the Pomo Recreation Area since it is located just off Highway 20.
9. Kyen Campground/Oak Grove Day Use Area/North Boat Ramp	High Density Recreation	1. Kyen Campground: The existing fee booth located at the entrance to the campground is inadequate to support USACE ranger duties. The fee booth should either be renovated to improve visibility or replaced with an automated hardened booth. 2. Kyen Campground: Each campsite should be equipped with full utility hookups, including electric, sewer, and water. Recreation vehicle hookups and dump stations should also be added at several campsites. 3. Kyen Campground: Campground Loops A, B, and D are in need of upgrades. This includes renovation of the bathrooms, picnic tables, and repaving/repainting the roads throughout the campground. Campground Loop C should remain a primitive campground since it is flooded regularly. Invasive species management is needed in Loop C. 4. Kyen Campground: An underutilized amphitheater is located within the Kyen campground. It is recommended that the USACE implement an interpretive program that can use the amphitheater for events and outreach. 5. North Boat Ramp: It is recommended to construct a marina and concessionaire near the boat ramp and Oak Grove Day Use Area. In the past, there was a marina and the public has expressed interest in bringing it back. There is existing infrastructure for a potential concessionaire, which would be beneficial for both the day use visitors and overnight campers using this area. 6. North Boat Ramp: The bathroom at the boat ramp is in disrepair and must be torn down and reconstructed. 7. Invasive species management is recommended. It is recommended to construct exclusion gates at both ends of Marina Drive as a method for preventing the spread of aquatic invasive species on boats. Management of poison oak and Himalayan blackberry is needed throughout all campgrounds and day use areas.

10. Miti Recreation Area	Low Density Recreation	1. The campsite facilities at the Miti Campground need to be upgraded or replaced. Many of the picnic tables and fire pits are in poor condition. 2. Remove an old fence in the campground through a debris removal project. 3. A horse staging area should be developed just north of the campground since the eastern side of the lake attracts horseback riders. 4. The campground is in need of bear-proof garbage receptacles. 5. Add interpretive signage to denote the unique wildflower area and protection measures as necessary, such as fencing, to protect the area from human activity.
11. Wildlife Management Area	Wildlife Management	1. The Kaweyo trail runs through the wildlife management area and is in need of enhancements that can be accomplished through regular trail maintenance. 2. The connection of the Kaweyo trail to the Shakota trail to create a loop trail around Lake Mendocino is recommended and should be explored. Cultural resources would need to be considered for this proposal. 3. The USACE should pursue options for managing the feral pigs found in the wildlife management area. The pigs cause extensive damage to habitat and vegetation and are a nuisance. A managed pig hunt or other depredation technique should be implemented to control and reduce the damage.
12. Bushay Campground/Mesa Day Use Area	High Density Recreation	1. Inlet Road: Inlet Road, the only vehicle access route to Bushay Campground and Mesa Day Use Area for the public, suffers frequent inundation and subsequent closure of a popular campground. It is recommended that Inlet Road be raised in order to ensure year-round access for the public. 2. Inlet Road: Inlet Road should be widened to create designated parking areas for lake access. 3. Bushay Campground: It is recommended that the existing fee booth be renovated or replaced to provide better ranger safety and automated fee collection to prevent theft. 4. Bushay Campground: Each campsite should be equipped with full utility hookups, including electric, sewer, and water. This would include upgrading the Campground Host's vault toilet to septic. 5. Bushay Campground: Restroom #8 in the Fig Loop needs to be upgraded. All other restrooms were upgraded in the recent past. 6. Bushay Campground: Construct a horse staging parking lot near the Kaweyo trailhead/horse trail and pave the road that leads to the trailhead. 7. Bushay Campground: An underutilized amphitheater is located within Bushay Campground. It is recommended that USACE implement an interpretive program that can use the amphitheater for events and outreach. 8. Bushay Campground: Bushay Campground is another prime location, in addition to Chekaka Campground, to offer a non-camping lodging option such as a small resort or cabins. Such development would require the above mentioned improvements for Inlet Road. The resort or cabins would be best located in either the Little Bear or Fig Loops of the campground.

13. Bill Townsend Fish Hatchery	Project Operations	It is recommended in this Master Plan that the necessary repairs be made to support a fully functioning fish hatchery, including the following: 1. Replacement of alarm and backup battery in the event of a power outage. 2. Construction of a permanent roof over the hatchery rearing ponds to provide shade and protection. 3. Replacement and repair of office windows and flooring.
14. Disc Golf Course	High Density Recreation	1. It is recommended that a second alternate hole be added to both the north and south disc golf courses. This desire was expressed by the local visitors who regularly use the course. Additionally, it is recommended that the course be upgraded with moveable foundations. This will allow the baskets to be moved and the course to be modified more often, providing variety to the course. 2. USACE should support and promote disc golf tournaments at Lake Mendocino.
15. Project Administrative Buildings	Project Operations	1. Upgrades are needed to multiple buildings with the project administration area. a. The bathrooms in building #1 need renovating. b. The wood shed needs to be modernized. c. An alarm system for the buildings is necessary to ensure USACE staff and contractor safety. 2. Build housing for multiple rangers to utilize, in accordance with USACE policies.

8.4 USING THE MASTER PLAN

This Master Plan serves two primary purposes that are equal in importance. First, it is the primary management document for the project and provides direction for many of the other plans that guide the management of Lake Mendocino. This Master Plan sets the stage for the update of many of the USACE resource management plans. The Resource Objectives contained in this Master Plan can serve as a basis for developing plans to manage resources within the project boundary. The Resource Objectives approved in this plan can serve as a basis for developing more specific management plans at the project. The accompanying EA includes additional information on the environmental effects of the recommended Master Plan update including the land use and management unit classifications. Regular supplements or updates to the Master Plan will allow the project to maintain updated resource management plans, as needed.

The document also serves as a land use tool, since this Master Plan provides USACE, other management partners, and the public with the Land Allocations and the current Land Classifications, Recommended Future Use, and Resource Objectives applied to project lands. The current classification of project lands allows USACE, other management partners, and the public to visually evaluate the distribution of uses for project lands. Supplementing and/or updating the Master Plan will allow USACE to respond effectively to development plans made internally or by outside parties.

8.5 UPDATING THE MASTER PLAN

This policy-based Master Plan, along with the accompanying draft EA, provides USACE, other management partners, and the public with a "living" management document. This living document sets goals and objectives but does not establish detailed development plans. Stand-alone NEPA documents will be developed when projects, presented as Development Recommendations in this Master Plan or otherwise identified, are determined required, funded, and feasible to develop or execute.

Maintaining a current and updated Master Plan is accomplished through the following steps:

- Regular review of project needs and priorities
- Regular review of updates to the reports used to inform this plan
- Regular consultation and coordination with local, State, and Federal agencies and Tribes, as well as groups with regulatory purview or interest in the management of Lake Mendocino
- Review of annual visitation statistics. Sites with spikes in visitation or regular high levels of use would likely hold high priority in actions taken to achieve important Resource Objectives
- Review objectives yearly to ensure that they are still appropriate.

The annual reviews will help prepare for a general revision or significant update to the Master Plan. Any revision or update will include appropriate NEPA documentation. The five-year revision may be as simple as updating the Resource Objectives; however, it may be as complex as changing Land Classifications presented in this Master Plan. The process through which the plan is updated should follow standard USACE approval protocols.

The information obtained during regular revisions of this Master Plan also benefit other activities at the project. Data may be used to update a specific resource management plan, improve educational programs, or inform project staff about relevant issues.

A review of the Master Plan should include the following:

- Identify resource conditions that have changed and require documentation in Section 2.0
- Review the issues described in Section 3.0 and note changes in the manner in which these issues are addressed or other issues that have arisen over the last year
- Review the Resource Objectives and Development Needs to identify priorities or changes in management strategy.

8.6 INCLUDING OTHERS IN THE MASTER PLANNING PROCESS

This Master Plan emphasizes the need for consultation and coordination with regulatory agencies prior to implementing elements of the Master Plan. Coordination also may occur in updating the Master Plan and obtaining additional data sources to inform the plan.

In some cases, coordination with other government agencies is required by regulation. In all cases, coordination with the appropriate groups and agencies prior to implementing an action

will ensure a well-informed plan that avoids unnecessary impacts to project resources. Such an approach also streamlines the review and approval process with regulatory agencies. The accompanying EA to this Master Plan lists the Federal and state agencies that would be included in the consultation process for a proposed project at Lake Mendocino. It should be noted that similar agencies and groups exist at the local level and should be included in the planning process. Further agency consultation and coordination is critical to the success of this policy-based, programmatic document and associated EA.

CHAPTER 9 – BIBLIOGRAPHY

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Appendix A. Pertinent Public Laws

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APPENDIX A. PERTINENT PUBLIC LAWS

Development and management of federal reservoirs are regulated by a number of statutes and guided by USACE documents. The following sections provide a summary of the relevant policies and federal statutes.

USACE Authority.

Rules and regulations governing public use of water resources development projects administered by the USACE are contained in Title 36, Part 327 of the Code of Federal Regulations. As stated in Title 36, Section 327.0 Applicability *"…All other federal, state and local laws and regulations are in full force and effect where applicable to water resources development projects".* Section 327.1 (a) Policy states, *"It is the Policy of the Secretary of the Army, acting through the Chief of Engineers, to manage the natural, cultural, and developed resources of each project in the public interest, providing the public with safe and healthful recreational opportunities while protecting and enhancing these resources."* Section 327.1 (c) Policy also states, *"The term project or water resources development project refers to the water areas of any water resources development project administered by the Chief of Engineers, without regard to ownership of underlying land, to all lands owned in fee by the Federal Government and to all facilities therein or thereon of any such water resources development project".*

Persons designated by the District Commander have the authority to issue citations for violations of rules and regulations governing public use of the USACE water resources development projects. If a citation is issued, the person charged with the violation may be required to appear before a U.S. Magistrate. 33 C.F.R. § 327.25.

Civil Authority.

Except as otherwise provided in Title 36 or by federal law or regulation, state and local laws and ordinances shall apply on project lands and waters. Enforcement of state and local laws, and ordinances will be handled by the appropriate state and local law enforcement agencies. These include, but are not limited to, the following:

- Operation and use of motor vehicles, vessels, and aircraft;
- Hunting, fishing, and trapping;
- Display or use of firearms or other weapons;
- Camping, starting or tending fires, and use of fireworks;
- Civil disobedience and criminal acts;
- Littering, sanitation, and pollution
- Control of animals

Federal Authority.

The following federal public laws, Executive Orders, and cooperative agreements pertain to authorization of the project, present and future development, and operation of project lands and waters.

Public Law 534, 78th Congress (58 Stat. 887), 22 December 1944. Flood Control Act of 1944, as amended. This act authorizes the construction of certain public works on rivers and harbors for flood control and other purposes. Section 4 authorizes providing facilities at reservoir areas for public use, including recreation and fish and wildlife conservation. As amended in 1962 by Section 207 of Public Law 87-874, the act authorizes the USACE to develop and maintain park and recreation facilities at all water resources projects controlled by the Secretary of the Army.

Public Law 1928, 84th Congress (70A Stat. 150), 10 August 1956. Section 2667 of this law authorizes the Secretary of a military department to lease non-excess land when it is advantageous to the United States. Grazing leases are also authorized under this provision. Sections 2668 and 2669 authorize the granting of easements and rights-of-way for many purposes, including transmission lines and gas, water, and sewer pipelines.

Public Law 90-483 (82 Stat. 731), 13 August 1968, Flood Control Act of 1968, as amended. Section 210 of this Act restricts the collection of entrance fees at the USACE lakes and reservoirs after 31 March 1970 to users of highly developed facilities requiring the continuous presence of personnel.

Rivers and Harbors Act of 1899 (30 Stat. 1151), 3 March 1899.
Because the USACE will be conducting any projects under the updated Master Plan, no authorization is required as the law specifically exempts the USACE from regulation under Section 10. However, activities by non-USACE entities in waters of the U.S. at Lake Mendocino are regulated under Section 10. Work such as a boat dock installation or water intake line requires a Section 10 permit application; for work that includes placing fill, a joint Section 404/10 permit application can be made.

Executive Order 11644, 8 February 1972, Use of Off-Road Vehicles on Public Lands; amended by Executive Order 11989, 24 May 1977, Off-Road Vehicles on Public Lands. This Executive Order establishes a uniform federal policy regarding the use of vehicles such as trail bikes, snowmobiles, dune buggies, and other ORV on public lands. Section 3 provides guidance for establishing zones of use for such vehicles. This order was amended by Executive Order 11989. Currently the USACE restricts ORV use on project lands.

Public Law 99-662 (100 Stat. 4082), 17 November 1986, Water Resources Development Act of 1986. This legislation sets forth non-federal cost-sharing requirements for all water resources projects. Section 906 of this act supplements the responsibility and authority of the

Secretary of the Army pursuant to the Fish and Wildlife Coordination Act. This section requires any mitigation for fish and wildlife losses to be undertaken or acquired before any construction of the project commences, or shall be undertaken or acquired concurrently with lands and interests in lands for project purposes. The USACE will coordinate with the USFWS when constructing any projects under the Master Plan and will address any fish and wildlife mitigation that is required before the construction of any project commences.

Public Law 65-128 (40 Stat. 755), 13 July 1918, Migratory Bird Treaty Act (MBTA), as amended. The MBTA of 1918 is the domestic law that affirms, or implements, the United States' commitment to four international conventions with Canada, Japan, Mexico and Russia for the protection of shared migratory bird resources. The MBTA governs the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts and nests. All migratory birds are governed by the MBTA's regulation of taking migratory birds for educational, scientific, and recreational purposes and requiring harvest to be limited to levels that prevent overutilization. Executive Order 13186 (2001) directs executive agencies to take certain actions to implement the act. When development proposed in the Master Plan is scheduled to occur, compliance with the MBTA will be considered along with environmental compliance for the specific activities.

Public Law 76-567 (54 Stat. 250), 8 June 1940, Bald Eagle Protection Act of 1940, as amended. This act prohibits anyone, without a permit issued by the Secretary of the Interior, from taking bald eagles, including their parts, nests, or eggs. The act provides criminal penalties for persons who take, possess, sell, purchase, barter, offer to sell, transport, export or import, at any time or any manner, any bald eagle ... [or any golden eagle], alive or dead, or any part, nest, or egg thereof. The act defines take as pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb. Individual projects proposed as a result of the Master Plan will adhere to the management guidelines developed by the USFWS to avoid disturbing bald eagles.

Public Law 85-624 (72 Stat. 563), 12 August 1958, Fish and Wildlife Coordination Act. This law amends and renames the Fish and Wildlife Coordination Act of 10 March 1934. The 1958 act requires that: (1) fish and wildlife conservation receive equal consideration with other features of water resources development programs; (2) proposals for work affecting any body of water be coordinated with the USFWS and state wildlife agency; (3) recommendations of the USFWS and state wildlife agency be given full consideration; and (4) justifiable means and measures for wildlife purposes, including mitigation measures, be adopted. It also required that adequate provisions be made for the use of project lands and waters for the conservation, maintenance, and management of wildlife resources, including their development and improvement. The act provides that the use of project lands primarily for wildlife management by others be in accordance with a General Plan approved jointly by the Department of the Army, Department of the Interior, and state wildlife agencies. When site-specific proposals are made under the Master Plan, the USACE will coordinate with the USFWS and CDFW.

Public Law 86-717 (74 Stat. 817), 6 September 1960, Conservation of Forest Lands in Reservoir Areas. This law provides for the development and maintenance of forest resources on the USACE managed lands and the establishment and management of vegetative cover so as to encourage future resources of readily available timber and to increase the value of such areas for conservation.

Public Law 87-88 (75 Stat. 204), 20 July 1961, Federal Water Pollution Control Act Amendments of 1961, as amended. Section 2(b)(1) of this act gives the USACE responsibility for water quality management of the USACE reservoirs. This law was amended by the Federal Water Pollution Control Act Amendment of 1972, Public Law 92-500.

Public Law 89-80 (79 Stat. 244), 22 July 1965, Water Resources Planning Act. This act is a congressional statement of policy to meet rapidly expanding demands for water throughout the Nation. The purpose is to encourage the conservation, development, and use of water-related land resources on a comprehensive and coordinated basis by the federal, state, and local governments; individuals; corporations; business enterprises; and others concerned. The Master Plan is in accordance with this Public Law by providing a comprehensive evaluation of the existing water-related land resources at Lake Mendocino and making recommendations for future management of such resources.

Public Law 90-583 (82 Stat. 1146), 17 October 1968, Noxious Plant Control. This law provides for a control of noxious weeds on land under the control of the Federal Government. Resource objectives and development needs for management units include the control of noxious weeds.

Public Law 91-190 (83 Stat. 852), 1 January 1970, National Environmental Policy Act of 1969 (NEPA). Section 101 of this act establishes a national environmental policy. Section 102 requires that all federal agencies shall, to the fullest extent possible, (1) use a systematic, interdisciplinary approach that integrates natural and social sciences and environmental design arts in planning and decision making; (2) study, develop, and describe appropriate alternatives to recommend courses of action in any proposal that involves unresolved conflicts concerning alternative uses of available resources; and (3) include an Environmental Impact Statement (EIS) in every recommendation or report on proposals for major federal actions significantly affecting the quality of the human environment. The Environmental Assessment attached to this Master Plan serves to ensure the Project's compliance with NEPA. Should specific or additional development be proposed, additional NEPA analysis may be required.

Public Law 91-224 (84 Stat. 114), 3 April 1970, Environmental Quality Improvement Act of 1970. This act assures that each federal department or agency conducting or supporting public works activities that affect the environment shall implement the policies established under existing law. The USACE ensures that activities at Lake Mendocino are in compliance with existing laws.

Public Law 91-604 (84 Stat. 1676), 31 December 1970, Clean Air Amendments of 1970, as amended. The purpose of this act is to protect public health and welfare by the control of air pollution at its source, and to set forth primary and secondary National Ambient Air Quality Standards (NAAQS) to establish criteria for states to attain, or maintain. Some temporary emission releases may occur during construction activities that are recommended under the Master Plan; however, air quality is not expected to be impacted to any measurable degree.

Public Law 92-500 (86 Stat. 816), 18 October 1972, The Federal Water Pollution Control Act Amendments of 1972, as amended. This law amends the Federal Water Pollution Control Act and establishes a national goal of eliminating pollutant discharges into waters of the United States. Section 404 authorizes a permit program for the disposal of dredged or fill material in the Nation's waters that is to be administered by the Secretary of the Army acting through the Chief of Engineers. This law was later amended by the Clean Water Act of 1977, Public Law 95-217, to provide additional authorization to restore the Nation's water. The project is in compliance with this law. If any non-USACE construction activities involve the temporary or permanent placement of dredged or fill material into any water body or wetland area at Lake Mendocino, a permit pursuant to Section 404 is required.

Public Law 92-574 (86 Stat. 1234), 27 October 1972, Noise Control Act, as amended. This act establishes a national policy to promote an environment for all Americans free from noise that jeopardizes their health and welfare. Federal agencies are required to limit noise emissions to within compliance levels. Noise emission levels at sites where development was proposed in the updated Lake Mendocino Master Plan would increase above current levels temporarily during periods of construction; however, appropriate measures will be taken to keep the noise level within the compliance levels.

Public Law 93-205 (87 Stat. 884), 28 December 1973, Endangered Species Act of 1973, as amended. This law supersedes the earlier Endangered Species Conservation Act of 1969. It also directs all federal departments/agencies to carry out programs to conserve endangered and threatened species of fish, wildlife, and plants and to preserve the habitat of these species in consultation with the Secretary of the Interior. This act establishes a procedure for coordination, assessment, and consultation. This act was amended by Public Law 96-159. The USACE management and construction activities proposed by the Master Plan would have no effects on federal or state listed or candidate threatened and endangered species known to exist in Lake Mendocino areas for which the USACE is responsible.

Public Law 93-523 (88 Stat. 1660), 16 December 1974, Safe Drinking Water Act, as amended. This act amends the Public Health Service Water Act to assure that the public is provided with safe drinking water. This law states that all potable water at civil works projects will meet or exceed the minimum standards required by law. This act was amended by the Safe Drinking Water Act Amendments of 1986, Public Law 99-339, and Public Law 104-182. The

Master Plan includes information related to management of the drinking water supply, which is management by Sonoma Water.

Public Law 93-629, (88 Stat. 2148), 3 January 1975, Federal Noxious Weed Act of 1974, as amended. Section 15, added to the Act in 1990, Public Law 101-624, requires noxious weed control management on federal lands and sets forth the process by which it is to be accomplished. Resource objectives and development needs for management units in the Master Plan include the control of noxious weeds.

Executive Order 11988, 24 May 1977, Floodplain Management. This Order outlines the responsibilities of federal agencies in the role of floodplain management. Each agency shall evaluate the potential effects of actions on floodplains and should not undertake actions that directly or indirectly induce growth in the floodplain, unless there is no practical alternative. Agency regulations and operating procedures for licenses and permits should include provisions for evaluation and consideration of flood hazards. Construction of structures and facilities on floodplains must incorporate flood proofing and other accepted flood protection measures. Agencies shall attach appropriate use restrictions to property proposed for lease, easement, right-of-way, or disposal to non-federal public or private parties.

Any development proposed in the Master Plan must be in compliance with South Pacific Division (SPD) Regulation 1110-2-5, Land Development Guidance at USACE Reservoir Projects, dated April 30, 2004. This regulation establishes SPD guidance for evaluating land development proposals within the USACE reservoir projects with authorized flood storage allocations. The USACE has responsibility to assure that the authorized project purposes are not compromised, that the public is not endangered, and that natural and cultural resources associated with project lands are not harmed, in accordance with applicable federal and state regulations. The criteria and procedures for evaluation of development proposals in this regulation are to assist in meeting these responsibilities and complying with applicable laws and directives. Existing structures are exempted from this policy. However, significant modifications and/or replacement of existing structures are subject to this policy.

Executive Order 11990, 24 May 1977, Protection of Wetlands. This Order directs federal agencies to provide leadership in minimizing the destruction, loss, or degradation of wetlands. Section 2 states that agencies shall avoid undertaking or assisting in new construction located in wetlands unless there is no practical alternative. Prior to construction of any facilities proposed in the Lake Mendocino Master Plan, a site-specific NEPA analysis, including an assessment of potential impacts to wetlands, would be coordinated with federal and state agencies and Tribes. If a Section 404 permit is required, coordination regarding compliance with E.O. 11990 would be accomplished prior to permit issuance.

Public Law 95-217 (91 Stat. 1566), 27 December 1977, Clean Water Act of 1977, as amended. This act amends the Federal Water Pollution Control Act of 1970 and extends the

appropriations authorization. The Clean Water Act is a comprehensive federal water pollution control program that has as its primary goal the reduction and control of the discharge of pollutants into the Nation's navigable waters. The Clean Water Act of 1977 has been amended by the Water Quality Act of 1987, Public Law 100-4. Any action involving placement of fill in waters of the U.S. at Lake Mendocino by the USACE, a non-USACE entity, or any individual, with the exception of certain minor activities as discussed in 33 C.F.R Part 323.4, would require a Section 404 authorization and Section 401 water quality certification.

Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards. The purpose of this Order is to ensure federal compliance with applicable pollution control standards. Section 1-4, Pollution Control Plan, in which each agency was required to submit an annual plan for the control of environmental pollution to the Office of Management and Budget, was revoked by Executive Order 13148.

Public Law 95-632 (92 Stat. 3751), 10 November 1978, Endangered Species Act Amendments of 1978. This law amends the Endangered Species Act Amendments of 1973. Section 7 directs agencies to conduct a biological assessment to identify threatened or endangered species that may be present in the area of any proposed project. This assessment is conducted as part of a federal agency's compliance with the requirements of Section 102 of the NEPA. The USACE would conduct biological assessments on proposed projects when necessary.

Public Law 96-159 (93 Stat. 122), 28 December 1979, Endangered Species Act of 1973, as amended. This amendment expanded the act to protect endangered plants. This amendment requires the publishing of a summary and map when proposing land as critical habitat and requires federal agencies to ensure projects "are not likely" to jeopardize an endangered species. In addition, it authorizes all those seeking exemptions from the act to get permanent exemptions for a project unless a biological study indicates the project would result in the extinction of a species. The USACE would ensure that any development or management activities proposed in the Master Plan are not likely to jeopardize an endangered species.

Public Law 96-366 (94 Stat. 1322), 29 September 1980, Fish and Wildlife Conservation Act of 1980. This law enables states to obtain funds to conduct inventories and conservation plans for nongame wildlife. It also encourages federal departments and agencies to use their statutory and administrative authority to conserve and promote conservation in accordance with this act. The Master Plan promotes conservation at Lake Mendocino by including resource objectives and development needs that protect and enhanced wildlife habitat and reduce erosion.

Public Law 96-510 (94 Stat. 2767), 11 December 1980, Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Typically CERCLA is triggered by (1) the release or substantial threat of a release of a hazardous substance into the environment; or (2) the release or substantial threat of a release of any pollutant or contaminant into the

environment that presents an imminent threat to the public health and welfare. To the extent such knowledge is available, 40 C.F.R Part 373 requires notification of CERCLA hazardous substances in a land transfer. Compliance with this act is required on a case-by-case basis for real estate activities such as easements, grants, etc.

Public Law 99-339 (100 Stat. 642), 19 June 1986, Safe Drinking Water Act Amendments of 1986. These amendments provide further regulation regarding national primary drinking water, enforcement of these regulations, and variances and exemptions to the act. These amendments also provide for the protection of underground sources of drinking water and provide grants to Tribes in addition to contract assistance to carry out the function of these amendments. The Master Plan includes information related to management of the drinking water supply, which is managed by Sonoma Water.

Public Law 100-4 (101 Stat. 7), 4 February 1987, Water Quality Act of 1987. This Act amends the Federal Water Pollution Control Act to not only provide for renewal of the quality of the Nation's waters but also provide construction grant amendments, standards, enforcement, permits, and licenses. This act includes more provisions for monitoring non-point source pollution (contaminants that come from many different sources). The USACE has included water quality management within several environmental compliance objectives.

Public Law 101-233 (103 Stat. 1968), 13 December 1989, North American Wetlands Conservation Act. This act establishes the North American Wetlands Conservation Council (NAWCC, 16 U.S.C. § 4403) to recommend wetlands conservation projects to the Migratory Bird Conservation Commission (MBCC). Section 9 of the act addresses the restoration, management, and protection of wetlands and habitat for migratory birds on federal lands. Federal agencies acquiring, managing, or disposing of federal lands and waters are to cooperate with the USFWS to restore, protect, and enhance wetland ecosystems and other habitats for migratory birds, fish and wildlife on their lands, to the extent consistent with their missions and statutory authorities. Prior to construction of any facilities proposed in the Master Plan, a site-specific NEPA analysis, including an assessment of potential impacts to wetlands, would be coordinated with federal and state agencies and tribes.

Executive Order 12962, 7 June 1995, Recreational Fisheries. This Executive Order mandates that Federal agencies, to the extent permitted by law and where practicable, improve the quality, function, and sustainable productivity and distribution of U.S. aquatic resources for increased recreational fishing opportunities. The USACE will continue to cooperate with USFWS and DFG to manage fisheries Lake Mendocino.

Public Law 104-182 (110 Stat. 1613), 6 August 1996, Safe Drinking Water Act Amendments of 1996. These amendments strengthen protections on tap water, improve public access to tap water contaminant information, strengthen standards to protect public health from the most significant threats to safe drinking water, and provide money that communities need to

upgrade drinking water systems. The Master Plan includes information related to management of the drinking water supply, which is managed by Sonoma Water.

Executive Order 13112, 3 February 1999, Invasive Species. This Executive Order directs federal agencies to act to prevent the introduction of, or to monitor and control, invasive (non-native) species; to provide for restoration of native species; to conduct research; to promote educational activities; and to exercise care in taking actions that could promote the introduction or spread of invasive species. Amended by Executive Order 13751, 5 December 2016. Recommendations regarding the management and prevention of invasive species are included in the Master Plan.

Executive Order 13195, 18 January 2001, Trails for America in the 21st Century. This Executive Order requires federal agencies to protect, connect, promote, and assists trails of all types throughout the United States. Several trails are proposed as part of the Master Plan.

Executive Order 13443, 16 Aug 2007, Facilitation of Hunting Heritage and Wildlife Conservation. The purpose of this Order is to direct federal agencies that have programs and activities that have a measurable effect on public land management, outdoor recreation, and wildlife management, including the Department of the Interior and the Department of Agriculture, to facilitate the expansion and enhancement of hunting opportunities and the management of game species and their habitat. Currently, USACE prohibits hunting at Lake Mendocino for safety purposes.

Public Law 59-209, 59th Congress (34 Stat. 225), 8 June 1906, The Antiquities Act. This act makes it a federal offense to appropriate, excavate, injure, or destroy any antiquity, historic ruin, monument, or object of scientific interest located on lands owned or controlled by the United States without having permission from the Secretary of the department having jurisdiction thereof. Paleontological resources are regulated under this Act. The Master Plan includes recommendations for the management of historical and cultural sites and artifacts.

Public Law 86-523 (74 Stat. 220), 27 June 1960, Reservoir Salvage Act, as amended. This act provides for (1) the preservation of historical and archaeological data that might otherwise be lost or destroyed as the result of flooding or any alteration of the terrain caused as a result of any federal reservoir construction projects; (2) coordination with the Secretary of the Interior whenever activities may cause loss of scientific, prehistorical, or archaeological data; and (3) expenditure of funds for recovery, protection, and data preservation. This act was amended by Public Law 93-291. Any construction proposed at the Lake Mendocino Project connected to operation and maintenance of the facility is reviewed in advance by the USACE Sacramento District cultural resources staff. In all cases, avoidance of historic properties is the preferred alternative. When such disturbance is unavoidable, suitable protection or data recovery will be implemented as required by the Act.

Public Law 89-665 (80 Stat. 915), 15 October 1966, Historic Preservation Act, as amended. This act states a policy of preserving, restoring, and maintaining cultural resources and requires that federal agencies (1) take into account the effect of any undertaking on any site on or eligible for the NRHP; (2) afford the Advisory Council on Historic Preservation the opportunity to comment on such undertaking; (3) nominate eligible properties to the NRHP; (4) exercise caution in the disposal and care of federal property that might qualify for the NRHP; and (5) provide for the maintenance of federally owned sites on the NRHP. All ground-disturbing activities proposed on Lake Mendocino Project lands are coordinated in advance with the State Historic Preservation Officer (SHPO), ACHP, THPO, and any other interested parties under Section 106 of the Act.

Executive Order 11593, 13 May 1971, Protection and Enhancement of the Cultural Environment. Section 2 of the Order outlines the responsibilities of federal agencies in accordance with the NEPA, the National Historic Preservation Act of 1966, the Historic Sites Act of 1935, and the Antiquities Act of 1906. Section 3 outlines specific responsibilities of the Secretary of the Interior including review and comment upon federal agency procedures submitted under this Order. The Lake Mendocino Cultural Resources Management Plan describes the USACE procedures for inventorying, managing, and protecting cultural resources at the Lake Mendocino project.

Public Law 93-291 (88 Stat. 174), 24 May 1974 Preservation of Historical and Archeological Data. This Act amends the Reservoir Salvage Act, to provide for the preservation of historical and archaeological data (including relics and specimens), which might otherwise be lost as the result of the construction of a dam. Section 3(a) requires any federal agency to notify the Secretary of the Interior in writing when the agency finds, or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal construction project or federally licensed project, activity, or program may cause irreparable loss or destruction of significant scientific, prehistorical or archeological data. Section 7(a) requires any federal agency responsible for a construction project to assist/transfer to the Secretary of the Interior such funds as may be agreed upon, but not more than 1 percent of the total appropriated project costs. The costs of survey, recovery, analysis, and publication shall be considered non-reimbursable project costs. The USACE will notify the Secretary of the Interior in writing if a USACE activity may destroy significant scientific, prehistoric, or archeological data.

Public Law 95-341 (92 Stat. 469), 11 August 1978, American Indian Religious Freedom Act (AIRFA) of 1978. AIRFA protects the rights of Native Americans to exercise their traditional religions by ensuring access to sites, use and possession of sacred objects, and the freedom to worship through ceremonials and traditional rites. No proposals in the updated Master Plan would adversely affect the protections offered by this act.

Public Law 96-95 (93 Stat. 721), 31 October 1979, Archaeological Resources Protection Act (ARPA) of 1979. This act protects archaeological resources and sites that are on public and Tribal lands, and fosters increased cooperation and exchange of information between governmental authorities, the professional archaeological community, and private individuals. It also establishes requirements for issuance of permits by the federal land managers to excavate or remove any archaeological resource located on public or Native American lands. All persons proposing to engage in archeological excavation on Lake Mendocino Project lands are required to coordinate with the USACE.

Public Law 101-601 (104 Stat. 3048), 16 November 1990, Native American Graves Protection and Repatriation Act (NAGPRA). This Act provides for the protection of Native American and Native Hawaiian cultural items. It establishes a process for the authorized removal of human remains, funerary, sacred, and other objects of cultural patrimony from sites located on land owned or controlled by the Federal Government. NAGPRA requires federal agencies and federally assisted museums to return specified Native American cultural items to the federally recognized tribes or Native Hawaiian groups with which they are associated. Notification of all inadvertent discoveries of such items covered by the act is reported to the appropriate affiliated descendant or Tribe in order of precedence as set by the act. Any claims to such items are reviewed and the procedures to repatriate within the act are followed.

Executive Order 12898, 11 February 1994, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations. Federal agencies shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations in the United States. Development and management activities proposed in the Master Plan are not anticipated to disproportionately impact minority or low-income populations.

Executive Order 13006, 21 May 1996, Locating Federal Facilities on Historic Properties. This Executive Order requires federal facilities, wherever operationally appropriate and economically prudent, to be located in historic properties and districts, especially those located in our central business areas. No activities under the Master Plan involve the development of federal facilities located in historic properties.

Executive Order 13007, 24 May 1996, Indian Sacred Sites. This Executive Order requires that agencies avoid damage to sacred sites on federal land, and avoid blocking access to such sites for traditional religious practitioners. The Federal Government gives Tribes notice when an impact to a sacred site occurs. The USACE will coordinate with Tribes regarding future actions that may impact tribal sites at Lake Mendocino.

Executive Order 13175, 6 November 2000, Consultation and Coordination with Indian Tribal Governments. This Executive Order requires regular and meaningful consultation and

collaboration with tribal officials in the development of Federal policies that have tribal implications, to strengthen the United States government-to-government relationships with tribes, and to reduce the imposition of unfunded mandates upon tribes. Section 3 establishes policymaking criteria when formulating and implementing policies that have tribal implications. Section 5(a) says each agency shall have an accountable process to ensure meaningful and timely input by tribal officials in the development of regulatory policies that have tribal implications. Tribal coordination and Section 106 Consultation was done during the Master Plan process, allowing Tribes multiple opportunities to provide input into the Master Plan.

Executive Order 13287, 3 March 2003, Preserve America. This Executive Order encourages federal agencies to recognize and manage the historic properties in their ownership as assets that can support department and agency missions while contributing to the vitality and economic well-being of the Nation's communities. This Executive Order also encourages federal agencies to seek partnerships with state, tribal, and local governments, and the private sector in order to make more efficient and informed use of historic, prehistoric, and other cultural resources for economic development and recognized public benefits. The USACE has an ongoing relationship with the Coyote Valley Band of Pomo Indians at Lake Mendocino. The Master Plan makes recommendations for continuing this relationship through the operation of the Pomo Cultural Center.

LAKE MENDOCINO MASTER PLAN

MENDOCINO COUNTY, CALIFORNIA

APPENDIX B

ENVIRONMENTAL ASSESSMENT

1.0. Introduction

This Environmental Assessment (EA) has been prepared in conjunction with the updated Master Plan for the Coyote Valley Dam and Lake Mendocino located in Mendocino County, California. This EA has been prepared in accordance with the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended (42 USC 4321 et seq), Council on Environmental Quality (CEQ) regulations published in 42 Code of Federal Regulations (CFR) part 1500, and the U.S. Army Corps of Engineers (USACE) *Implementing NEPA,* Engineering Regulation ER-200-2-2. The purpose of this EA is to provide sufficient information on potential environmental effects of adopting the proposed update to the Lake Mendocino Master Plan and alternative in order to determine whether to prepare an Environmental Impact Statement (EIS) or a Finding of No Significant Impact (FONSI). The Master Plan is intended to guide the orderly and coordinated use, development, and management of resources at Lake Mendocino consistent with USACE regulations laws and policies. In general, the primary goals of a Master Plan are to prescribe an overall land and water management plan, resource objectives, and land use classifications.

1.1 Project Location and Setting. Lake Mendocino is located on the East Fork of the Russian River, just outside the City of Ukiah in Mendocino County, California. The drainage area above the dam is about 105 square miles of the East Fork Russian River watershed, and the topography ranges from flat valley land downstream to mountainous areas in the headwater region. Figure EA-2 Shows the location of Lake Mendocino in the watershed.

The Lake Mendocino and Coyote Valley Dam (CVD) project was authorized by the Flood Control Act of 1950 as part of the initial state of an adopted comprehensive plan of improvement of the Russian River for flood control, water conservation, and related purposes. Recreational development was added to the project under provisions of Section 4 of the 1944 Flood Control Act and Office of the Chief of Engineers (OCE) guidance in letter ENGCW-Y, 5 August 1965, subject: Implementation of the Federal Water Project Recreation Act (Public Law 89-72) in previously authorized projects.

1.2 Purpose and Need for Action. Master Plans are required for civil works projects and other fee-owned lands for which the USACE has administrative responsibility for management of natural and historic resources. The purpose of the Lake Mendocino Master Plan is to provide a programmatic approach to the management of all of the lands included within the Lake Mendocino perimeter boundary (Figure EA-1). The Master Plan is the basic guiding document outlining the responsibilities of the USACE, pursuant to Federal laws to preserve, conserve, restore, maintain, manage, and develop the project lands and associated resources. The Master Plan is a planning document anticipating what could

and should happen, with the flexibility to adapt to changing conditions over the life of the plan. Detailed management and administration functions are handled in the Operational Management Plan (OMP), which translates the concepts of the Master Plan into operational terms. The OMP is the working tool to be used in the overall management of the project. OMP's are to be updated every five years with funding, staffing and equipment needs being updated annually as needed. The OMP for Lake Mendocino was last updated in June of 2013 and should be updated once this Master Plan update has been finalized.

Over the last 30 years, many of the construction projects included in the original master plan have either been completed or have been found to not be the best use of project resources. Over that time, the USACE has also updated its policies directing the development and implementation of Master Plans. This includes updating the categories of Land Classifications used to define project lands. In order to meet these new directives and comply with USACE policy requiring regular updates to a Master Plan, there is a need to revise the existing Master Plan for Lake Mendocino.

The primary goals of the Master Plan are to prescribe an overall land management plan, resource objectives, and associated management concepts, which (1) Provide the best possible combination of responses to regional needs, resource capabilities, suitability, as well as expressed public interests or desires consistent with authorized project purposes; (2) Contribute towards providing a high degree of recreation diversity within the region; (3) Emphasize the particular qualities, characteristics, and potentials of the project; and, (4) Exhibit consistency and compatibility with national objectives and other state and regional goals and programs.

The Master Plan identifies recreational opportunities and measures to preserve and protect natural and cultural resources. The Plan also outlines development needs, analyzes special problems, and recommends management actions for public use, water quality, invasive species, natural areas, and historic properties within the USACE project boundaries. The Master Plan does not address reservoir water levels and should not be confused with the on-going Dam Safety Modification Project or the Water Control Manual.

Figure *EA- 1.* Lake Mendocino Boundary and facilities.

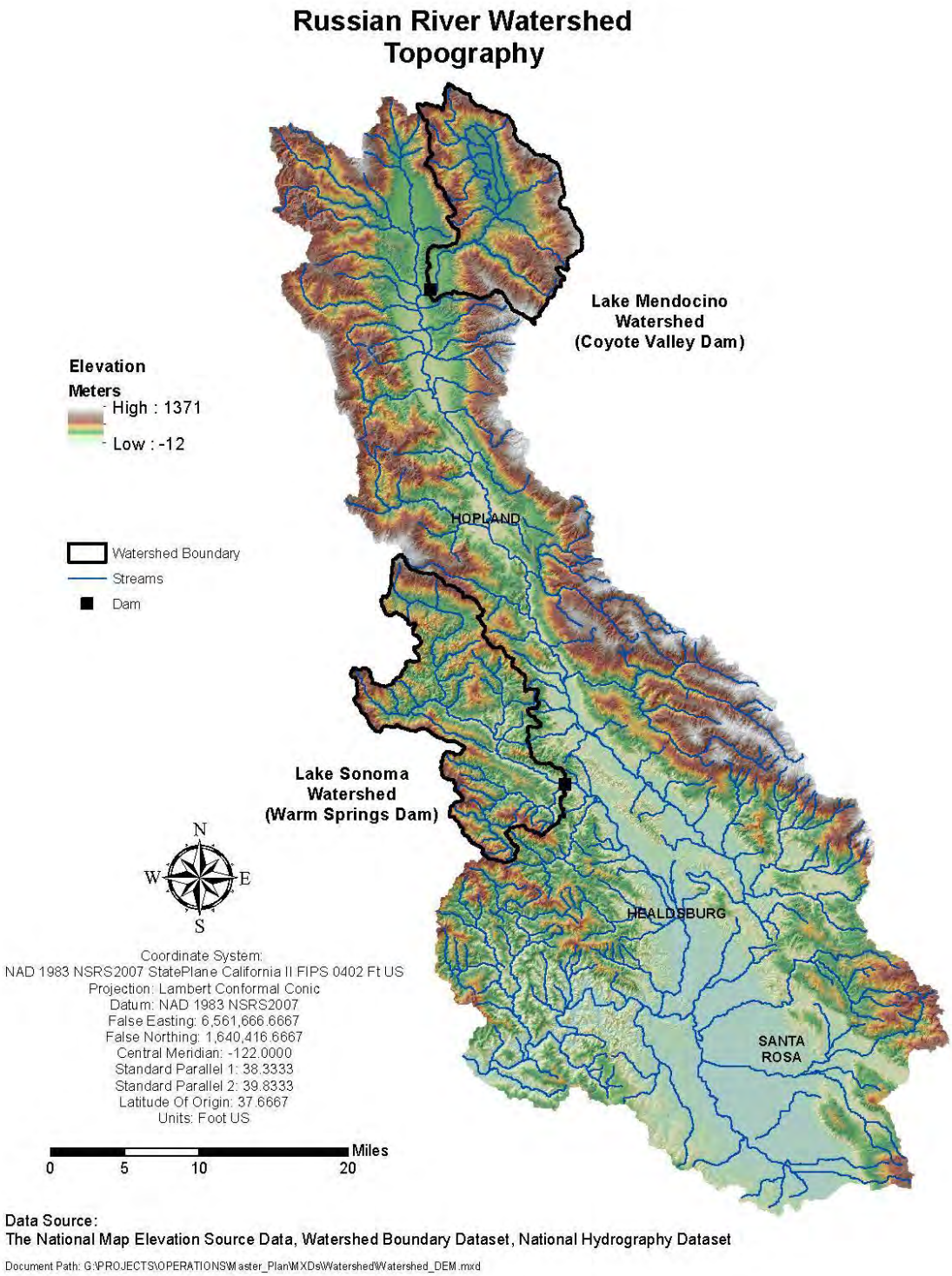


Figure EA- 2. Lake Mendocino Watershed.

1.3 Scope of the Action. ER-1130-2-550 establishes policy for the preparation of master plans and OMPs. Master plans should be reviewed on a periodic basis, generally every five years, and should be revised as required. An initial master plan was developed for public recreational development in March 1959 and it was last updated in 1977. The proposed action would revise the 1977 Lake Mendocino Master Plan providing an updated land management plan and resource objectives for Lake Mendocino. It is focused on the management of land and water surface related to the project's purposes of flood risk management, conservation, hydroelectric power generation and recreation. The Master Plan presents existing conditions, anticipated recreational use, type of facilities needed to service the anticipated use, and an estimate of future needs. The scope of the Master Plan does not include recommendations related to the operation of Coyote Valley Dam.

This EA addresses the proposed adoption and implementation of the revised Master Plan for Lake Mendocino. The intention of the Master Plan is to classify land uses and describe objectives that will guide the sustainable development of resources within the Lake Mendocino Project. This EA analyzes the potential impact that adopting and implementing the Master Plan update would have on the natural, cultural, and human environment. This EA relies on the attached Lake Mendocino Master Plan for cross reference.

The Master Plan also presents future development needs and recommendations for each management unit (see recommended future management actions in Table EA-2 below). It is not feasible to define the exact nature of potential impacts for all future management actions recommended in the Master Plan prior to the decision to carry out those actions and develop more specific project proposals. Therefore, environmental consequences may be less than or may, in fact, exceed what is described in this EA. To ensure potential environmental consequences of such future actions are identified and documented in accordance with NEPA and other applicable environmental laws and regulations, additional NEPA and environmental coordination will be conducted, as appropriate, for future projects that are carried out in association with this proposed Master Plan.

2.0. PROPOSED ACTION AND ALTERNATIVES

This EA examines two alternatives: the proposed action (Agency-preferred Alternative) of adopting the Master Plan update and a No Action Alternative in which the 1977 Master Plan would remain the management guidance document. The Agency-preferred Alternative updates existing inventories, land use classifications, management objectives, and development needs to provide a programmatic approach to the future management of the USACE Lake Mendocino Project.

During the past year, the District and other management partners have worked to develop options for classifying project lands and identifying Resource Objectives (Master Plan, Chapter 3) for these lands. A public meeting was held in Ukiah in February of 2018 to solicit comment form the interested public and stakeholder groups. Several meetings with the Pomo tribe have also occurred to discuss sensitive issues. The data collection, public comments, and findings of the planning team revealed that there was only one action alternative that would meet the purpose, need, and objectives of the master planning process. This alternative is the Agency-preferred Alternative and is discussed in detail in Section 2.2 of this EA.

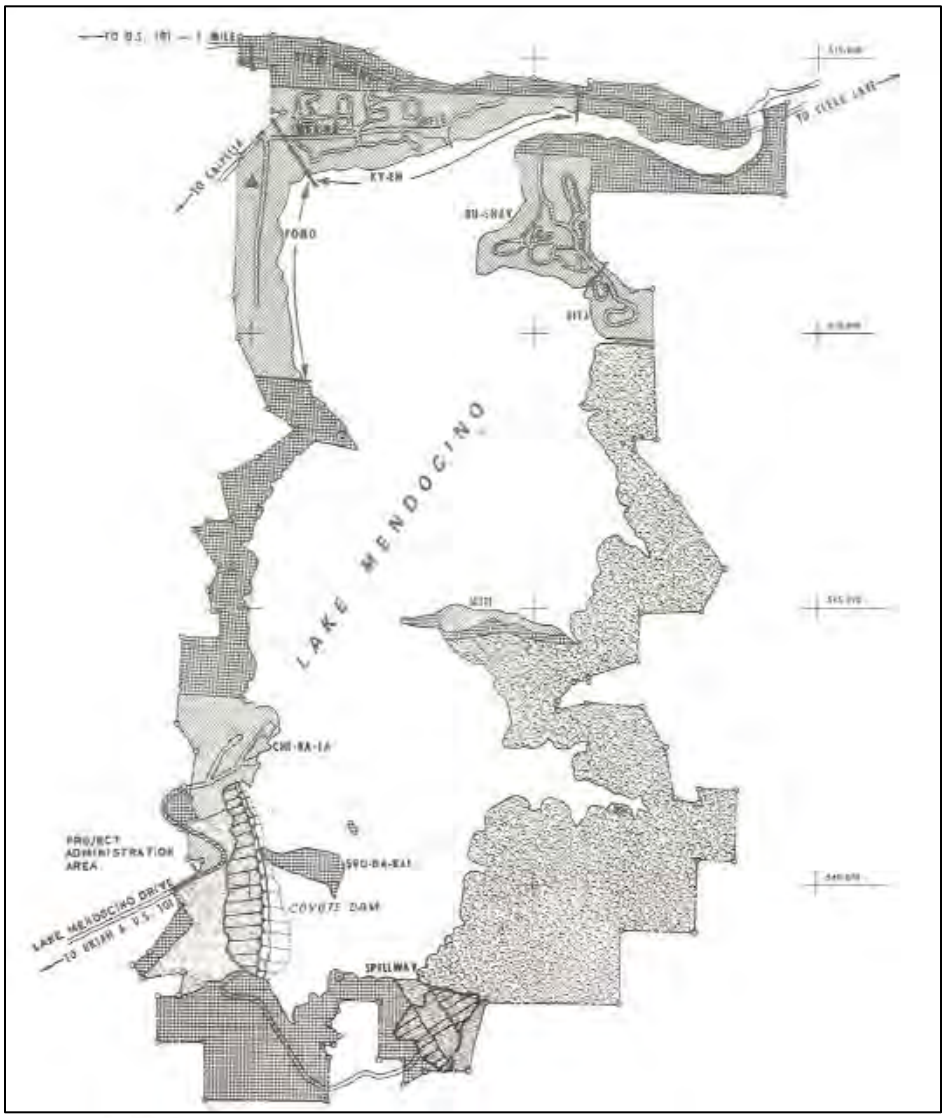
2.1. No Action. Inclusion of the No Action Alternative is prescribed by CEQ regulations and serves as the benchmark against which Federal actions can be evaluated. Under the No Action Alternative, the District would not approve the adoption or implementation of the revised Lake Mendocino

Master Plan and would not meet current regulations or the objective of regularly updating a master planning document. The 1977 Master Plan would continue to provide the only source of comprehensive management guidance and philosophy. Information provided in the 1977 plan is out of date and no longer adequately addresses the needs of the District, other management partners, or users of Lake Mendocino. Furthermore, the 1977 Master Plan does not include the revised Land Classifications contained in ER 1130-2-550. Future major developments or resource management policies would require approval on a case-by-case basis without the benefit of evaluation in the context of an overall plan.

2.2. Adopt the Proposed Update to the Lake Mendocino Master Plan (Agency-preferred Alternative). The proposed update to the Master Plan is the USACE's preferred alternative. Under the Agency-preferred Alternative, the USACE would adopt and implement the revised Lake Mendocino Master Plan described in the main body of this text (to which this EA is an appendix). The proposed updated Master Plan seeks to replace the 1977 Master Plan and provide a balanced, up-to-date management plan that follows current Federal laws and regulations while sustaining Lake Mendocino's natural resources and providing outdoor recreational experiences. The proposed revised plan would update the land use classification of Lake Mendocino's Management Units (MU) from the 1977 system to be compliant with current USACE policy guidelines. The revised plan also lays out future recommendations for management of both recreation and natural resources.

The primary element of the Agency-preferred Alternative is new land use classifications that would be applied to all project lands. The proposed land classifications would be applied to each management unit and resource objectives recommending future management actions would be developed in light of these classifications. Most of the current land classifications will be carried forward, such as an existing recreation or operations site. Resource Objectives (Master Plan, Chapter 3) identify how the District would like to see project lands managed including goals for future uses of these lands.

The land classifications presented in the proposed Master Plan revision, as well as the recommended future uses, are consistent with the land classifications and policies included in the 1977 Master Plan. The intent of the land classification process is to fully utilize project lands in accordance with authorized project purposes, consideration of public desires, and regional and project specific resource requirements and capabilities. For many MUs, the land classification has been changed since the 1977 Master Plan to reflect the land classifications identified in current USACE Master Planning guidance (ER-1130-2-550). While the terminology has changed, the overall intent of how a specific MU is to be used and managed has remained the same. Land Classification definitions can be found in Chapter 4 of the Master Plan. Table EA-1 shows how the 1977 Land Classifications have been converted into the revised land classifications.



LEGEND

- ▲ CLASS I HIGH DENSITY RECREATION AREA
- CLASS II GENERAL OUTDOOR RECREATION AREA
- CLASS III NATURAL ENVIRONMENT AREA
- CLASS IV OUTSTANDING NATURAL AREA
- CLASS V WILDLIFE MANAGEMENT AREA
- CLASS VI HISTORICAL AREA
- CLASS VII NON PUBLIC USE AREA

ALL ROADS AND WATER AREAS ARE DESIGNATED CLASS II

Figure EA-3. Land Use Classification Map from 1977 Master Plan.

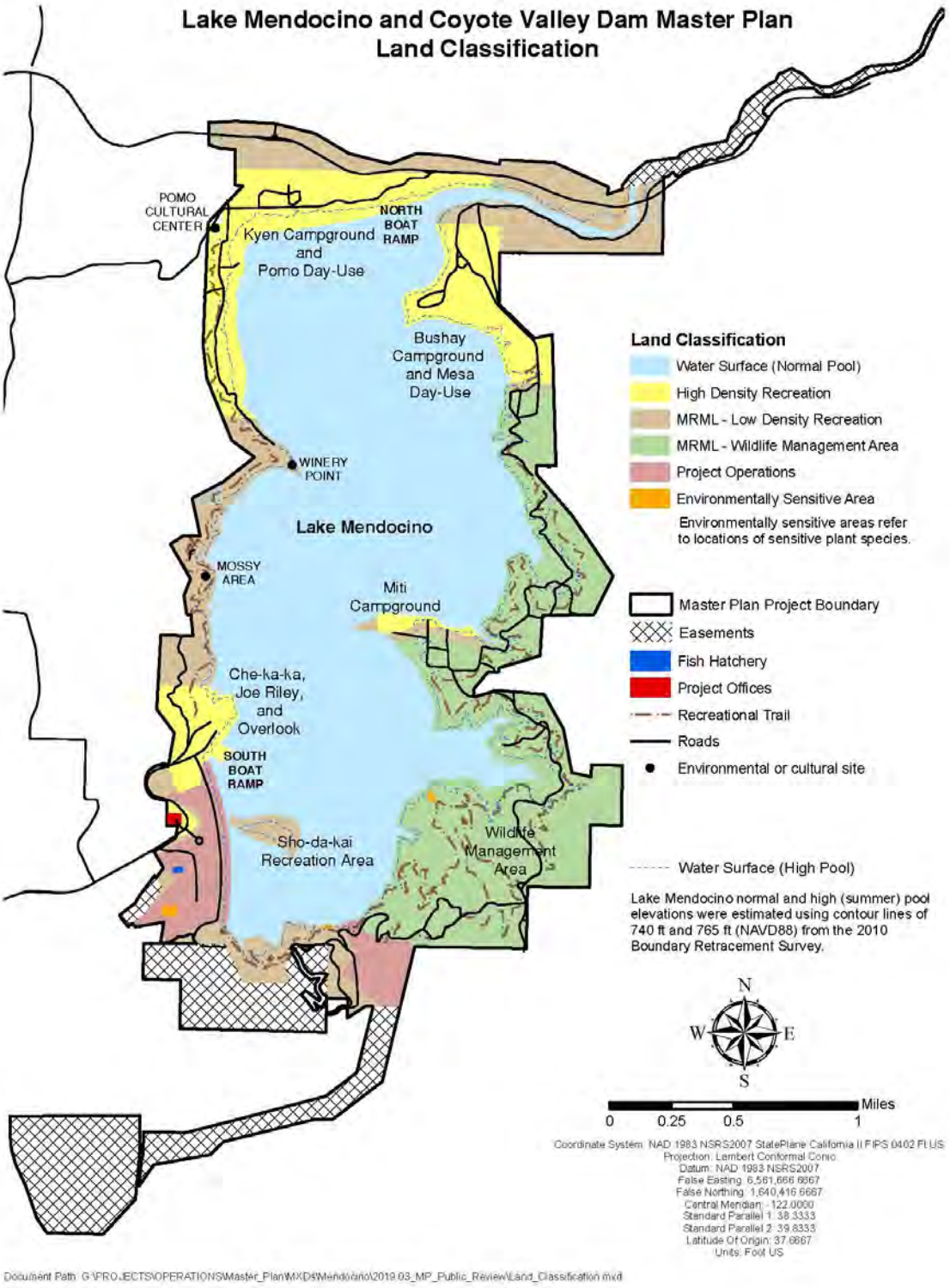


Figure EA-4. Overview of Land Use Classifications in Revised Master Plan.

Table EA-1. Land Classification Systems in the 1977 Master Plan and Proposed 2019 Master Plan

1977 Master Plan	Proposed 2019 Master Plan
Class I – High density recreation areas.	**Project Operations** - lands required for the dam, spillway, offices, maintenance facilities, and other areas that are used solely for the operation of the project. **High Density Recreation** - Lands developed for intensive recreational activities for the visiting public including day use areas and/or campgrounds. These could include areas for concessions (marinas, comprehensive resorts, etc.), and quasi-public development.
Class II – General outdoor recreation areas, including lands reserved for visitor accommodations, administrative facilities, campgrounds and water surface areas.	**Multiple Resource Management –** **A) Low Density Recreation** - These lands are designated for dispersed and/or low impact recreation use. Development of facilities on these lands is limited. Emphasis is on providing opportunities for non-motorized activities such as hiking, biking, fishing, sight-seeing, or nature study. Some limited facilities are permitted, including trails, parking areas and vehicle controls, as well as primitive camping and picnic facilities.
Class III – Natural environmental areas that provide a transition between general outdoor recreation areas to primitive wilderness areas, such as trails, outlooks and picnic sites.	**B) Wildlife Management** - These lands are designated specifically for wildlife management, although all project lands are managed for fish and wildlife enhancement in conjunction with other land uses. Wildlife management lands are actively managed or enhanced to create valuable habitat suitable for game and/or non-game species. These activities are conducted as identified by the managing agency's forest and wildlife management plans.
Class IV – Outstanding natural or scientific areas that represent the most fragile natural areas.	**C) Vegetative Management** - Management activities in these areas focus on the protection and enhancement of forest resources and vegetative cover. The USACE conducts active vegetation management activities, protect water quality, improve aesthetics, and enhance wildlife habitat.
Class V – Wildlife Management Areas	**D) Proposed Recreation** - This sub-classification consists of lands for which recreation areas are either currently in the planning stages, are held in an interim status for future recreation possibilities, or lands that contain existing recreation areas that have been temporarily closed. The lands are managed for multiple purposes including wildlife and vegetation management and low density recreation until if and when they are developed as recreation areas.

Class VI – Historical or cultural areas including structures of historical or cultural significance. **Class VII –** Nonpublic use project areas that can be altered from their natural conditions for project use, such as control towers, the spillway and the dam	**Environmentally Sensitive Areas** - These are areas where scientific, ecological, cultural or aesthetic features have been identified. Designation of these lands is not limited to just lands that are otherwise protected by laws such as the ESA, the NHPA or applicable state statues. These areas must be considered by management to ensure they are not adversely impacted. Typically, limited or no development of public use is allowed on these lands. No agricultural or grazing uses are permitted on these lands unless necessary for a specific resource management benefit, such as prairie restoration. These areas are typically distinct parcels located within another, and perhaps larger, land classification, area. **Mitigation** - This classification will only be used for lands with an allocation of mitigation and that were acquired specifically for the purposes of offsetting losses associated with development of the project. **Water Surface** - If the project administers a surface water zoning program, then it should be included in the Master Plan. **A) Restricted** - Water areas restricted for project operations, safety, and security purposes. **B) Designated No-Wake**- To protect environmentally sensitive shoreline areas, recreational water access areas from disturbance, and for public safety. **C) Fish and Wildlife Sanctuary** - Annual or seasonal restrictions on areas to protect fish and wildlife species during periods of migration, resting, feeding, nesting, and/or spawning. **D) Open Recreation** - Those waters available for year round or seasonal water-based recreational use.

The Agency-preferred Alternative would revise the Master Plan using the new proposed land use classifications as described and illustrated in Chapters 4 and 5 of the main text (to which this EA is an appendix). Later updates, also referred to as supplements, could document completed actions and refocus the management of any given site. These updates could be made by Lake Mendocino staff, as they are most involved in the day-to-day management of the project. Updates or supplements could also include changes in land classifications; however, a change of this magnitude would involve further NEPA consideration and coordination within USACE and external stakeholders as applicable.

Development Recommendations for Management Actions (Improvements). The proposed Master Plan update makes development recommendations for the various MUs. These improvements would be dependent on funding and seek to maximize public access, within the constraints of budgets, staffing, safety considerations and other management concerns. Table EA-2 shows the proposed update in land use classification, a listing of future development need recommendations contained in the updated Resource Plan (Chapter 5) by MU. The USACE compiled these recommendations from comments received at scoping meetings, public input, and discussions with Lake Mendocino resource managers. Resource manager recommendations are shown in the recommendations column of Table EA-2 and public comment is summarized in chapter 5 of this document.

Table EA-2. Future Recommendations of Management Actions by Management Unit

Management Unit	Land Use Classification Name Change	Recommendations
Management unit I – Lake Mendocino	From Class II General Outdoor Recreation to Water Surface and Project Operations.	Implement additional No-Wake Zones on the lake. Zones are already delineated around the boat ramps. This is especially needed adjacent to the Miti Campground, where boats land directly on shore due to lack of a boat ramp. Install additional signage and information on regulations regarding these zones to increase visitor awareness. Partner with stakeholder groups to develop a quagga and zebra mussel management plan at the lake that would minimize the potential for the introduction of these species and to respond rapidly if they are detected on site.
Management Unit 2 – Dam Operations, Dam Control Tower and Spillway	From Class VII Nonpublic Use Project Area to Project Operations.	Manage the erosion and slope stabilization issues impacting the hillside adjacent to the spillway access road. This would require an engineering study focusing on the slope design. Improve existing interpretive signage and develop additional signage near the public entrance. Manage the Burke's goldfields area and investigate options to improve surrounding habitat to encourage expansion of this population. Design and construct a drainage system at the downstream end of the dam. Remove lead based paint from the access bridge to the control tower and resurface with an acceptable paint.

		Sandblast and repaint the slide gates in the outlet works control tower.
Management Unit 3 – Pomo Cultural Center	From Class I High Density Recreation to High Density Recreation.	Renovate the Pomo Cultural Center so it can be used for interpretive services for the public to include repair, cleaning, bat removal and updating interpretive signage Re-establish the lease agreement with the Coyote Valley Band of Pomo Indians, and develop a management plan to maintain and operate the center for interpretive use.
Management Unit 4 – Unique Wildflower Areas	From class IV Outstanding Natural or Scientific Area to Environmentally Sensitive Area. (Site #1 and Site #2). From Class VII Nonpublic Use Project Area to Environmentally Sensitive Area. (Site #3)	Continue with current management practices for the two areas that contain or have contained Burke's goldfields in the past. A survey should be conducted to determine the presence of Burke's goldfields at Site #2. Site #3 is reclassified as an Environmentally Sensitive Area and is included in this new management unit. Look into opportunities in partnership with USFWS to improve the area around Site #3 to encourage the existing plants to spread. Interpretive signage should be installed alerting the public to the presence and status of Burke's goldfields. Any new populations that are found should be added to Management unit 4
Management Unit 5 – Winery Point	From Class VI Historical Area to Multiple Resource Use and Environmentally Sensitive Area.	The remnant buildings of the Garzini Winery attract vandalism and criminal activity, are a nuisance, and pose safety risks, especially as the USACE does not routinely patrol the area due to its remote location. It is recommended that the structures be demolished and removed from the site. The area should be allowed to return to its natural state. Implement a "no wake zone" on the lake in this area to prevent further cliffside erosion Fencing should be improved around the area to prevent access to the eroding bluff, structures and to deter vandalism.

		The tractor artifact and other winery equipment still located at the site could be moved to the Pomo Cultural Center in the future.
Management Unit 6 – Sho-Da-Kai Recreation Area	From Class III Natural Recreation Area to Low Density Recreation.	No additional recreation facilities are recommended as USACE staff do not regularly patrol the island.
Management Unit 7 – Che-Ka-Ka Recreation Area	From Class II General Outdoor Recreation to High Density Recreation.	**Campground** - Develop a non-camping lodging facility such as a small hotel, cabins, or yurts. Need to clear vegetation that is creating a fire hazard in and around the closed campground. Create a parking lot providing 63 spaces where the campground now stands to address crowding issues at the South Boat Ramp (see Appendix 3 in main report). **South Boat Ramp** – Construct a new parking area providing 63 additional parking spaces. **Joe Riley Day Use Area** – Develop a marina on the shore of the day use area. Access across the day use area would have to be established. **Overlook** – Vegetation at the overlook should be maintained regularly to prevent this signature view from being obscured. An observation structure with kiosk should be constructed as proposed in the 1977 Master Plan. Resurface the main parking lot. Installation of a security camera system to deter vandalism which is rampant at the lake. Reestablish and maintain the native plant garden at the overlook area and manage it as an interpretive site. Explore future partnerships with local law enforcement agencies to address the homeless issue and deter illegal activity.
Management Unit 8 – Pomo Recreation Area.	From Class II General Outdoor Recreation to High Density Recreation.	Continue to repair and update the picnic structures as needed. Develop a beach nourishment plan with the goal of meeting the USACE standards for a recreational beach and swimming area. This area floods when lake levels are high. Any plans for improvements should be designed with this in mind. Pursue a partnership with the Mendocino Transit Authority to provide a shuttle service to Lake

		Mendocino. Stops could be added at the Pomo and Che-Ka-Ka recreation areas.
Management Unit 9 – Ky-En Campgound/Oak Grove Day Use Area/North Boat Ramp.	From Class II General Outdoor Recreation to High Density Recreation.	**Ky-En Campground** - Either renovate fee booth to improve visibility for rangers and install exclusion gates to be closed after hours or replace existing fee booth with a self-automated station. The station would have to be designed to be theft resistant. Equip camp sites with full utility hookups, including electric, sewer and water. Renovate bathrooms and picnic facilities in loops A, B and D. Resurface and paint the roads throughout the campground. Pursue partnerships with stakeholder groups to provide interpretive services at the campground and the currently under-utilized amphitheater. **North Boat Ramp** – Construct a marina and concessionaire to restore the one that existed in the past. Demolish and rebuild the bathroom at the boat ramp **Entire Unit** – Construct exclusion gates at both ends of Marina Drive which would be closed in the evening hours, when no rangers are present, primarily to prevent recreational vessels from introducing invasive mussels. Pursue a contract for Management of poison Oak and Himalayan Blackberry throughout all campgrounds and day-use areas as was done in the past.
Management Unit 10 – Miti Recreation Area	From Class II General Outdoor Recreation to Low Density Recreation.	Upgrade or replace picnic tables and fire pits and add bear-proof garbage bins. Remove old fence in campground Develop a horse staging area just north of the campground to service riders on the eastern side of the lake.
Management unit 11 – Wildlife Management Area	From Class V Wildlife Management Area to Wildlife Management.	Enhance and regularly maintain the Kaweyo trail. Connect the Kaweyo Trail to the Shakota trail to create a lake loop trail. Management of feral pigs should be exercised on this side of the lake.
Management Unit 12 – Bushay Campground/	From Class II General Outdoor Recreation to High Density Recreation.	Raise the inlet road in order to provide year-round access to public and prevent flooding of porta-potties.

Mesa Day Use Area		Widen the inlet road to allow for designated parking for lake access. Renovate fee booth to improve ranger safety or replace existing fee booth with a self-automated station. The station would have to be designed to be theft resistant. Equip camp sites with utility hookups including electric, sewer and water. Upgrade the Campground Host vault toilet to a septic system Upgrade Restroom 8 in Fig loop Construct a horse staging area and parking lot near the Kaweyo trailhead. Pave the road leading to the trailhead. Pursue partnerships with stakeholder groups to provide interpretive services at the campground and the currently under-utilized amphitheater. Consider the development of a non-camping lodging facility such as a small hotel, cabins, or yurts.in either fig loop or Little Bear loop.
Management unit 13 – Bill Townsend Fish Hatchery	From Class VII Nonpublic Use Project Area to Project Operations.	Replacement of alarm and backup battery in the event of a power outage Construction of a permanent roof over the hatchery rearing ponds to provide shade and protection Replacement and repair of office windows and flooring
Management Unit 14 – Disc Golf Course	From Class II General Outdoor Recreation to High Density Recreation	A second alternate basket location should be developed for each hole on the North and South courses to provide a more diverse arrangement for the many repeat visitors Support and promote disc golf tournaments at the lakes courses.
Management Unit 15 – Project Administration Buildings.	From Class II General Outdoor Recreation to Project Operations	Renovate bathrooms in Building #1. Modernize the wood shed. Install a security alarm system for employee safety Build housing for multiple rangers to utilize, in accordance with USACE policies.

3.0 AFFECTED ENVIRONMENT

This section describes the baseline environmental conditions potentially affected by the proposed revisions to the Master Plan for Lake Mendocino (Agency-preferred Alternative) or the No Action Alternative. The USACE considered all possible environmental factors potentially influenced by the alternatives.

3.1. Physical Environment

3.1.1 Geology, Topography, Soils, and Seismicity. The hills to the east of Lake Mendocino are very rugged and continue for many miles. To the west and northwest, the hills are more rounded with benches that were once planted with vineyards. See Maps 2-6 in the Master Plan for geologic and topographic details. In general, the terrain is in its natural state and the recreational areas are developed on the benches above Lake Mendocino. Most of the western shore of Lake Mendocino is steep and not suitable for development, while the north and northeast shores are mostly flat and have a higher concentration of recreational development. The eastern and southern shores are undeveloped and located within the Wildlife Management Area.

Throughout the California north coast mountain ranges, the dominant structural features are the northwest trending faults and folds, which control the course of the middle and upper Russian River and much of the major drainage and ridge patterns within Mendocino County. Metamorphic rocks of the Franciscan Formation underlie almost all of the area. This formation is characterized by rocks which are fractured and contain numerous faults and local zones of intense shearing.

The region surrounding Coyote Valley is of moderate relief. Elevations above mean sea level range from about 600 feet in the valleys near Ukiah to about 3,975 feet on top of Cow Mountain, which is east of Lake Mendocino. The lower ridges and hills that divide Coyote Valley from the adjacent valleys are somewhat rounded, but their shape is modified locally by the presence of old terraces. The East Fork Russian River enters Coyote Valley from the northeast through the canyon. Numerous terraces are present on the flanks of the ridges, reflecting earlier erosion and deposition levels of the river.

Coyote Valley is a southerly trending valley that is about 1-1.5 miles wide by 3 miles long, and lies about a mile east of the Redwood and main Ukiah Valleys. It is flanked by rolling hills that rise 400 feet about the valley floor to the west of Lake Mendocino and abuts against the steeper Franciscan bedrock hills to the east. The upstream end of the reservoir extends north eastward up the gorge of the East Fork toward the mouth of Cold Creek.

Coyote Valley is underlain primarily by metamorphic rocks from the Franciscan formation. Most of the recreation areas located within the Lake Mendocino boundary have 6 to 12 inches of silt, or sandy silt, overlying the gravelly phase, Older Alluvium. The Older Alluvium is a highly consolidated formation of alluvium deposits consisting of variable mixtures of clay, silt, sand, gravel, and cobbles.

Because of the well-graded composition of the alluvial materials, soils within the recreation areas are well suited for planting turf, trees, shrubs, or ground cover. Soil preparation is required in areas of mowed turd or ground cover. Soil amendments are provided around tree and shrub planting sites as required. Most soils in the project areas are susceptible to heavy erosion.

The geology of the Ukiah Valley is comprised of gravel to sandy sediments that are primarily clayey and sandy gravels that have the characteristic structure of stream deposition. The San Andreas Fault is located about 40 miles west of the Russian River, in addition to two other recognized faults located in the Ukiah region (USACE 1986).

3.1.2 Water Resources. The Lake Mendocino project regulates the natural water runoff from approximately 105 square miles of coastal mountains and from water diversions on the Eel River that are operated by Pacific Gas and Electric Company's Potter Valley Project No. 77.

Lake Mendocino is regulated for water supply and flood control. The total joint-use storage of 70,000

acre feet is between elevations 737.5 and 765 feet. Until recent years, water surface in the summer was raised to a maximum elevation of about 744 feet. The maximum encroachment has been raised to 748.8 feet which has increased the acre-feet storage capacity by 20,000. Approximately 90% of the natural runoff in the basin occurs from November through April. Runoff during the months of July through October is negligible. Diversion of water from the Eel River through the Potter Valley Powerhouse maintains the flow in the East Fork and the Russian River below Lake Mendocino during the summer months.

Lake Mendocino is typical of Northern California reservoirs thermally, becoming isothermal in the winter months and developing strong stratification in the low inflow summer months. Oxygen levels generally follow the same pattern with anoxic conditions developing near the bottom of the reservoir in the late summer. The anoxic conditions that persist in the reservoir in the late summer have had little effect on the quality of reservoir.

Since there is no multi-level outlet capability at the dam all releases are made through the low-level flood control outlet. Low flows released through the conduit re-generate in the tunnel and in the stilling basin. Odors related to hydrogen sulfide formation do occur, but are confined to the stilling basin area. The release of colder bottom waters during the summer has created a good summer habitat area for cold water fish.

Turbidity has traditionally been the main water quality problem associated with Lake Mendocino. The lake generally becomes turbid with the first heavy runoff of the year and remains turbid until early summer. The persistent turbidity problem associated with the project is the result of water diverted from the Eel River. This water transports a high percentage of very fine sediment that settles out of the water column very slowly. Since Lake Mendocino has a relatively short residence time much of this material never settles out in the reservoir. At present, there is a water-quality monitoring program at Lake Mendocino that consists of sampling stations at the inlet to and outlet from the reservoir and one station within the reservoir. Samples are collected according to the following schedule:

1. USACE personnel monitors pH, conductivity, temperature, dissolved oxygen and turbidity twice per month at the East Fork Russian River near Ukiah and East Fork Russian River near Calpella stream-gauging stations. These data are published by the U.S. Geological Survey (USGS). Twice-a-year monitoring is also done for trace elements, general chemical, and nutrients at these stations. Additionally, the Calpella station is monitored for biocides, herbicides, and PCB's.

2. At the Lake Mendocino monitoring station, two vertical profiles are taken by USACE during each fiscal year for dissolved oxygen, ph, temperature, conductivity and turbidity. While the profiles are being taken, water samples are collected at depths of 5 feet and from near the lake bottom. The samples from the lake are analyzed for trace elements, general chemicals, and nutrients.

Overall, the water quality at Lake Mendocino can be characterized as good, except for brief periods of degraded quality. The water is suitable for all municipal, industrial and agricultural use.

Lake Mendocino provides drinking water to the Cities of Ukiah, Healdsburg, Cloverdale, and Hopland and is subject to a water right permit under the Russian River Flood Control and Water Conservation Improvement District. The permit allows up to 8,000 acre-feet of water to be used for consumption annually (City of Ukiah 2014). The Sonoma County Water Agency (Sonoma Water) is the local cost-sharing partner for Lake Mendocino. Working together to manage the lake levels, Sonoma Water determines water releases when the water level remains in the water supply pool, while USACE is responsible for managing the releases when the water level rises the flood control pool of the Lake to

ensure flood risk management.

3.1.3 Air Quality. Mendocino County is located within the North Coast Air Basin. The North Coast Air Basin is comprised of the counties of Del Norte, Trinity, Humboldt, Mendocino, and that region of Sonoma County designated as the Northern Sonoma County Air Pollution Control District. For the purposes of regulating and monitoring air quality, Lake Mendocino and Mendocino County are under the jurisdiction of the Mendocino County Air Quality Management District, whose boundaries are the same as the existing boundaries of Mendocino County. The District is in attainment for all Federal criteria air pollutants and is also in attainment for all state standards except Particulate Matter less then 10 microns in size (PM10).

The Lake Mendocino Hydroelectric Plant at Coyote Valley Dam is operated and maintained by the City of Ukiah Electric Utility Department. The facility has a capacity of 3.5 MW (City of Ukiah 2014) and an annual production of 3,000 to 10,000 megawatt hours (MWh) per year, depending on the water year. The hydroelectric operations at the Coyote Valley Dam are a significant element in the City of Ukiah's attainment of air quality and climate change objectives in the North Coast Air Basin.

3.1.4 Climate. The climate of the Russian River watershed is mild, experiencing warm dry summers and cool wet winters. The close proximity to the Pacific Ocean helps regulate the climate experienced at Lake Mendocino. The temperatures in Ukiah typically range from an annual high temperature of 72.4 degrees Fahrenheit to an annual low temperature of 45.6 degrees Fahrenheit, with an average temperature of 59 degrees Fahrenheit. The annual precipitation for Ukiah is 40 inches. Precipitation normally occurs in the area between November and April, with winter storms originating from the Pacific Ocean (US Climate Data, 2018).

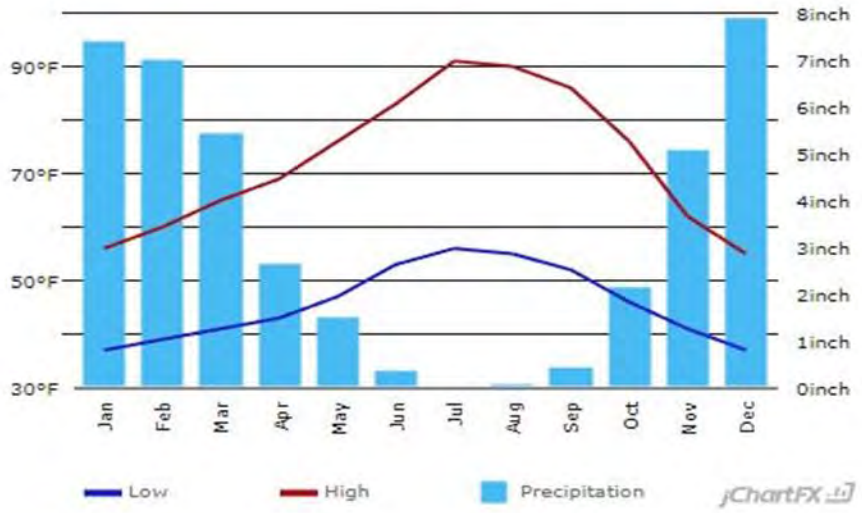


Figure 1, This figure shows average monthly climate data for the City of Ukiah, CA (1981-2010) (US Climate Data 2019).

3.1.5 Noise. Major noise sources in Mendocino County consist of highway and local traffic, railroad operations, airports, commercial and industrial uses, and recreational and community facilities. Highways with traffic that generate significant noise include U.S. Highway 101 and State routes 1, 20, 128, 162 175, and 253. The only active railroad operation in Mendocino County is the Skunk Train passenger line, which runs between the cities of Fort Bragg and Willits. Public use airports are located

in or near Ukiah, Willits, Covelo, Boonville, Gualala, and Little River. Major industrial noise sources are primarily lumber mills and timber products facilities (Mendocino County 2011). Sources of noise at the lake include that from recreational boat traffic, occasional construction, and the occasional public event.

3.1.6 Hazardous Materials. There are two above ground 500 gallon capacity fuel tanks; two propane tanks; a petroleum, oil and lubricant (POL) shed; paint storage building; a maintenance shop with compressed gas cylinders (acetylene, oxygen, argon and helium) within a flammable storage cabinet; and a wood shop with flammable storage cabinet in the vicinity of Lake Mendocino. A storage barrel for used sorbents and a barrel for used oil filters are located at the south end of the POL shed. These waste materials are picked up and disposed of under contract. No used oil, brake fluid, anti-freeze, chlorinated solvents or any other waste materials are collected or stored on site.

The designation of hazardous substances, to include unlisted hazardous waste, is identified in of 40 CFR Section 302.4. Hazardous substances stored at Lake Mendocino are not maintained in reportable quantities as listed in Table 302.4 of the CAR. Lake Mendocino is identified and authorized as a small quantity generator of hazardous waste through EPA permit number CAL 000 0510452 - Notification of Regulated Waste Activity. The California Health and Safety Code Section 25122.6 defines a small quantity waste generator of hazardous waste as one that produces less than 1,000 kilograms (270 gallons) in any month.

More detail on management of Hazardous materials is located in the Lake Mendocino Operational Management Plan (USACE 2013a).

3.1.7 Recreation and Aesthetic Resources. The Russian River Watershed is one of the most prominent and important recreational areas in northern California. Visitors to Lake Mendocino can enjoy an assortment of recreational activities on and around the lake. There are four campgrounds, several day use areas that support activities such as picnicking and disc golf, miles of trails used by hikers and equestrians, the Pomo Cultural Center, and a wildlife area. Further details on the variety of recreational opportunities offered at Lake Mendocino are provided in chapter 2.10 of the Master Plan.

Some portions of the recreational areas can be inundated during periods of higher water levels. This includes the access road to Bushay campground, the parking lot at the south boat ramp, and picnic structures at the Pomo day-use area. This leads to extended closures of project areas that would otherwise be open to recreation.

The aesthetic value of the lake area is a function of the lake itself, the shoreline, and the adjacent uplands. The area offers a wide variety of natural habitats ranging from forested areas to open grassland. Due to normal lake level fluctuation it is difficult to grow vegetation along areas of shoreline which at times may be less aesthetically pleasing.

3.2 NATURAL RESOURCES

3.2.1 Vegetation Communities. Vegetation communities identified during the 2011 floristic survey conducted by SC Environmental Inc. include Ruderal (64.96 acres), Non-Native Grassland (286.43 acres), Native Grassland (2.77 acres), Northern Hardpan Vernal Pool (0.02 acres), Coastal and Valley Freshwater Marsh (0.35 acres), Northern Coyote Bush Scrub (9.42 acres), Chamise Chaparral (18.69 acres), Urban Mix (94.82 acres), California Bay Forest (11.39 acres), Interior Live Oak Woodland (532.53 acres), Black Oak Woodland (6.51 acres), Oregon Oak Woodland (20.86 acres), Blue Oak Woodland (189.56 acres), and Upland Douglas Fir Forest (1.08 acres) (SC Environmental Inc. 2011).

A map of the vegetation communities at Lake Mendocino is shown in Figure EA-5.

3.2.2 Sensitive Communities. Sensitive communities are those of special concern to resource agencies because of their rarity and/or value as wildlife habitat, or those that are afforded specific consideration under Section 404 of the Clean Water Act (CWA), such as riverine, riparian, marsh, and seasonal wetland habitats, and other applicable regulations. This concern may be caused by the locally or regionally declining status of such habitat, or because they are important habitat to common and special-status species. Many of these communities are tracked in the California Department of Fish and Wildlife's (CDFW) Natural Diversity Database, an inventory of the locations and conditions of the state's rarest plant and animal taxa and vegetation types (ibid).

A total of five sensitive communities were observed within the study area: Native Grassland, Northern Hardpan Vernal Pool, Coastal and Valley Freshwater Marsh, California Bay Forest, and Oregon Oak Woodland (ibid).

As recognized by (Sawyer *et al*. 2009) Native Grasslands on site are expressed as the *Danthonia californica* Herbaceous Alliance, California Bay Forest as *Umbellularia californica* Herbaceous Alliance, and Oregon Oak Woodland as *Quercus garryana* Woodland Alliance. These alliances are considered of high inventory priority as they have a Subnational Conservation Status Rank of S3 (CDFG 2010). A rank of S3 indicates a vegetation alliance or association as "Vulnerable" meaning it is at moderate risk of extinction or elimination due to a restricted range, relatively few populations, recent and widespread declines, or other factors.

Northern Hardpan Vernal Pools are represented on site by the Burke's goldfield area located below the dam. Although Sawyer *et al*. 2009 has not described vegetation alliances dominated by *Lasthenia burkei* therefore it has not been assigned a Heritage Rank. However, Northern Hardpan Vernal Pool has been assigned Heritage Rank or Subnational Conservation Status Rank of S1 (CDFG 2010). A rank of S1 indicates a vegetation alliance or association as "Critically Imperiled" because of extreme rarity or because of some factor(s) such as very steep declines making it especially vulnerable to extirpation from the jurisdiction.

Coastal and Valley Freshwater Marsh is considered of high inventory priority as it has a Subnational Conservation Status Rank of S2 (CDFG 2010). A rank of S2 indicates a vegetation alliance or association as "Imperiled" because of rarity due to very restricted range, very few populations, steep declines, or other factors making it very vulnerable to extirpation from jurisdiction.

East Fork Russian River, Lake Mendocino, Howard Creek, and the unnamed tributaries lie within the study area. These hydrologic features exhibit ordinary high water marks and evidence of scour. As potentially jurisdictional waters under Section 404 of the CWA, they are treated as sensitive natural communities. (SC Environmental Inc. 2011)

3.2.3 Fisheries. Native fish species that currently inhabit , or that have historically inhabited the East Fork of the Russian River include Steelhead (*Oncorhynchus mykiss*), California Coast fall chinook salmon (*Oncorhynchus tshawytscha*), the Central Coast coho salmon (*Oncorhynchus kisutch*), coastal rainbow trout (*oncorhynchus mykiss irideus*), hardhead (*Mylopharodon conocephalus*), Pacific lamprey (*Entosphenus tridentata*), Sacramento pikeminnow (*Ptychocheilus grandis*), Sacramento sucker (*Catostomas occidentalis occidentalis*), and the Russian River tule perch (*Hysterocarpus traskii pomo*).

(UC Davis)

Numerous non-native species also inhabit this fork including bluegill (*Lepomis macrochirus*), brown bullhead (*Ameiurus nebulosis*), common carp (*Cyprinus carpio*), golden shiner (*Notemigonus crysoleucas*), green sunfish (*Lepomis cyanellus*), largemouth bass (*Micropterus salmoides*), redear sunfish (*Lepomis microlophus*), smallmouth bass (*Micropterus dolomieu*), and western mosquitofish (*Gambusia affinis*). (UC Davis)

Construction of the dam created a barrier to upstream migration for anadromous salmonids resulting in the loss of spawning habitat above the dam. The Don Clausen Fish Hatchery at Lake Sonoma along with the imprinting ponds and egg collection facility below Coyote Dam provides for the release of 40,000 steelhead smolt annually. These releases are to mitigate for the loss of upstream spawning habitat on the East Fork of the Russian River. (USACE 2013a)

Fish habitat in the area inundated by the dam has been significantly altered. Summertime temperatures raise the surface water temperature and oxygen is drawn from the cooler deep water resulting in lowered dissolved oxygen throughout the lake. Water temperatures and oxygen levels no longer support cold water species such as rainbow trout. In addition, reservoir management normally causes a 20ft annual variation in water levels. This prevents the establishment of emergent and submerged vegetation around the lake perimeter. The resulting lack of cover and food source has created challenges for fisheries management at the lake. Various methods of providing cover along the shore have been employed in coordination with the California Department of Fish and Wildlife, including the placement of brush structures, Christmas trees and concrete tiles.

Common species in Lake Mendocino now include largemouth bass, smallmouth bass, striped bass (*Morone saxatilis*), bluegill, black crappie (*Pomoxis nigromaculatus*), white crappie (*Pomoxis annularis*), channel catfish (*Ictalurus punctatus*), white catfish (*Ictalurus catus*), brown bullhead (*Ameiurus nebulosis*) and a variety of non-game species. Rainbow trout stocked in the river above the lake occasionally migrate downstream for brief periods in the spring and fall, when dissolved oxygen levels in the lake are higher.

Fish Stocking Practices

The California Department of Fish and Wildlife through their Inland Fisheries Division, has the overall responsibility for the fishery program at Lake Mendocino. The fish management program is supervised by professionally trained fisheries biologists stationed at Ukiah and Redding, California. The goal of the State's fisheries program is to produce the best fishing possible for the maximum number of people. The fisheries management program is geared to test, evaluate and provide a greater variety of fishing opportunity by using techniques to primarily favor native species. USACE policy is to cooperate with and support studies and subsequent fisheries management recommendations of the reservoir fishery biologist where mutually beneficial and consistent with established goals. (USACE 2013a)

Lake Mendocino is stocked with largemouth and smallmouth bass, white and black crappie, bluegill, and 3 species of catfish. Striped bass are stocked in years when the local Striped Bass Club has the funding.

3.2.4 Wildlife. Habitat around Lake Mendocino supports a variety of wildlife that has shown little significant decrease as a result of recreational development. Although the total area of habitat available to wildlife has been reduced by the lake and its improvements, habitat quality is generally good. The land and its plant associations support populations of Black-tailed deer, predatory and small game species, and a variety of non-game mammals, birds, reptiles, amphibians and insects. (USACE 2013a)

Large Mammals.
Black-tailed deer are the most prevalent large mammal, with 80-140 deer per square mile observed in a CDFW helicopter survey of the wildlife area and adjoining private lands as cited by the OMP. Deer are most abundant in the oak woodlands within the wildlife area on the east and south sides of the lake. This area is shown in Figure EA-4. Forbs, annual grasses, acorns and palatable shrubs provide ample food.

Irrigated lawns in Bushay Campground are grazed daily by deer. The west side of the lake supports a smaller deer population, limited by private development and thick stands of brush. The north end is sandwiched between highway and lake, and is heavily developed, thus supporting few deer.

Many predatory mammals occur in the interspersed chaparral/oak woodland/grassland plant communities. A map of the vegetation communities is shown in Figure EA-5. Occasionally observed are gray fox, coyotes, bobcats, skunks, raccoons and weasels, preying upon abundant small mammal and bird populations. There have been rare sightings of mountain lions and bears, usually on the east side of the lake. Feral domestic cats are prevalent in all the recreation areas, and are trapped and removed as time permits. In fall 1990, a family of river otters was observed in the river inlet and marina area at the north-east end of the lake. The family, consisting of five animals, was seen in Perry Creek Cove in the fall of 1995. One pup was spotted on the Inlet in 2002, and another otter was observed in 2006 just off Jet Ski Beach.

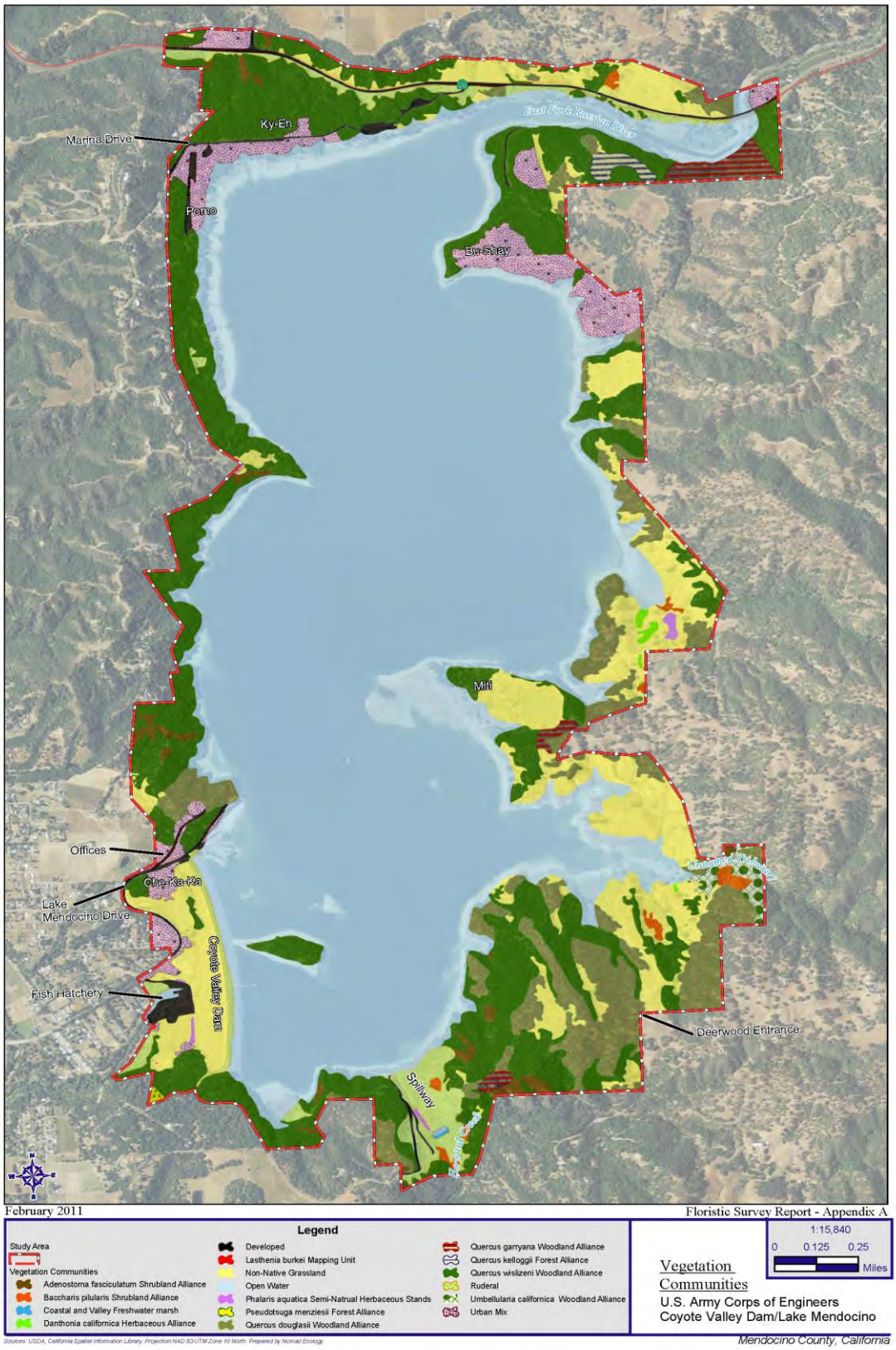


Figure EA-5. Vegetation Communities.

Small Mammals.
Many species of rodents are common to all areas of the park. The brushier areas are inhabited by brush rabbits, blacktailed jackrabbits, California Ground squirrels, dusky-footed woodrats, deer mice and opossums. Western gray squirrels, Sonoma chipmunks, brush rabbits, house mice and western harvest mice are frequently observed in the wooded camping areas. Grasslands support pocket gophers, moles, shrews, California voles and the various mice, rats and ground squirrels associated with meadow habitat. Many species of bats are common, preying on the insects attracted by the lake environment. In 1997-1998, about a dozen bat boxes were installed, and 10 years later almost all of these are still utilized by bats. (USACE 2013a)

Avian Fauna.
The park supports a varied and abundant avian fauna throughout all seasons of the year. As of 2003, a total of 194 species have been sighted at least one time at the park. A list of migratory bird species provided by the U.S. Fish and Wildlife Service is located in Appendix EA-1.

In the fall and winter months the lake serves as habitat for migratory waterfowl, such as western and eared grebes, American coots, buffleheads, wood duck, Canada geese, brown pelicans, cormorants, and many other ducks and geese. Feral domestic ducks and geese reside year around at the north and south-east ends of the lake. These birds pose a management problem as they compete with native species for resources, and may transmit disease and parasites to them.

Great blue herons are year-long residents, while common egrets appear in the winter, summer and fall. Green herons nest in willow groves along the river inlet and outlet.

Osprey fish the lake coves and inlet. As many as six osprey were seen in the summer of 1990. However, today they are not consistently seen. There are no known nesting sites at the lake. Nesting platforms were installed at the lake in fall 1990. To date the platforms have not been used. (USACE 2013a)

In the open grasslands, towhees, Brewer's blackbird, cowbirds, robins, sparrows, goldfinches, meadowlarks, phoebes, king birds, juncos, thrush, kinglets, larks and warblers are all abundant during the various seasons.

Ninety bird boxes were installed in 1996-1997. About 12 wood duck boxes were also installed at that time. Most of the bird boxes were cleaned out and/or repaired in 2006. The wood duck boxes were utilized more by screech owls than wood ducks. (USACE 2013a)

Turkeys inhabit the upland oak woodlands/grasslands, and feed on mast and other seeds from annual and perennial grasses and forbs. Turkeys (Meleagris gallopavo) were introduced to the Ukiah area several years ago by DFG, and have since become an important game species in the wildlife area. DFG by-drawing-only hunts are held in the fall and spring. In the spring 2007 hunt, 25 adults and 10 juniors draw for hunts on seven days. Of those, 12 of 26 hunters (46%) bagged a turkey. Fall turkey hunts are less successful as the turkeys cannot be called as easily. (USACE 2013a)

Chaparral-covered hills provide habitat for quail, several hummingbird species, wrentits, wrens, and northern mocking birds.

Oak woodlands support the greatest abundance of predatory birds. Red-tailed hawks, bald and golden eagles, barn owls, screech and great-horned owls feed on larger rodents and rabbits, while sparrow hawks and kites feed on smaller rodents and insects. The oaks provide food and cover for the acorn

woodpecker, red-shafted flicker, titmouse, nuthatch and scrub jay. In proximity to intensive use camping areas, starlings, blackbirds, ravens, crows and house finches are more numerous than in other habitats.

Amphibians and Reptiles.
Western pond turtles occupy the shallow lake and river areas along with bullfrogs and foothill yellow-legged frogs. Exotic red-eared pond sliders share similar habitat with western pond turtles, and have the potential to displace them. Pacific tree frogs are common on shrubs close to streams or the lake's edge, and during the rainy season, salamanders can be found under decaying logs and leaf litter. Western toads live among the vegetation, while newt inhabit the streambeds.

The western fence lizard is the most common reptile seen, and occupies rocky areas along with the western skink. Alligator lizards prefer wooded areas.

Both gopher snakes and the northern pacific rattlesnake depend heavily on the high rodent population. Rattlesnakes are most in common in the primitive areas of the park, but can been seen in other park locations as well. The common and mountain kingsnakes feed on small mammals and other snakes. Garter snakes, racers, rubber boas, ringnecked snakes and sharp-tailed snakes are also seen in the park.

3.2.5 Threatened and Endangered Species. USACE requested a list of species and critical habitat under U.S. Fish and Wildlife Service jurisdiction that are known or expected to be in or near the project area. This list is included as Appendix EA-1. The list includes federally endangered and threatened species, critical habitat and migratory bird species.

Federally Listed Wildlife

No federally listed species are known to occur at Lake Mendocino other than the steelhead that occur at the fish imprinting facility below the dam.

Special Status Plant Species

A floristic survey conducted in 2011 found the potential for only one federally listed species, the Burke's goldfields (*Lasthenia burkei*) to occur within project boundaries (SC Environmental 2011). Burke's goldfields is federally and state listed as Endangered and is designated a CNPS List 1B.1 species indicating it is rare and seriously endangered in California (CNPS 2011). This species is an annual of the sunflower (Asteraceae) family.

This taxon is a small, slender annual herb that produces opposite leaves. Both the ray and disc flower of Burke's goldfields are bright yellow, while the pappus of the species usually consists of one long bristle and several short bristles. In similar members of the genus, the pappus is usually absent or consists of two or more long bristles. It is differentiated from other species in the genus by having greater than six free phyllaries, pinnately lobed leaves, lacking glands, and short fruits. It blooms from April to June (CNPS 2011).

Burke's goldfields occupy mesic meadows and seeps and vernal pools (CNPS 2010). It has been recorded as occurring in Lake, Mendocino, Napa, and Sonoma counties between 49 to 1,968 feet (15 to 600 meters) in elevation (CNPS 2011).

Management Unit # 4 consists of three small areas that have been designated as Unique Wildflower Areas due to the current or past presence of Burke's goldfields. This designation is intended for the

protection of this species (See Chapter 4 of the Management Plan).

Two of these areas were identified in the 1977 Master Plan.

Site #1 Wildlife Management Area: USACE last confirmed the presence of the Burke's Goldfields at this site in 2010. In January 2019, habitat supporting the flower, including two vernal pools, was identified in the Wildlife Management Area. This location is in the same general area as identified in the original Master Plan. The site is located in an isolated area away from trails. No improvements are recommended for this site.

Site #2 Spillway: This site was originally identified in the Master Plan as being located just east of the spillway, close to the shore. USACE staff visited the area in January 2019 to identify the general area where the flower might exist. No such area that had conditions related to the Burke's Goldfields was observed. It is believed that this unique wildflower area has since been eroded or washed away. A future floristic survey is recommended to confirm the presence of the Burke's Goldfields in this location.

The 2011 survey by SC Environmental Inc. detected Burke's goldfields in the Operations Area located below the dam. An approximate total of 1,200 individuals are included in three small depressions. This occurrence represents the northernmost station for this taxon throughout its range. This site is also included in Management Unit 4 as Site #3.

Site # 3 Below the CVD: This site is located below the CVD and just south of the egg collection facility. A site visit in January 2019 confirmed the presence of vernal pools, an indicator of Burke's Goldfields habitat. This area is closed to public access. Development in this area is not recommended due to the presence of the flower and the possibilities to expand its range in the area. USACE should consult with the USFWS on improving the surrounding habitat and potential for spreading the flower.

Currently these depressions do not contain invasive weed species and are generally dominated by Burke's goldfields. The 2011 Survey report recommended that management considerations for this taxon should be focused on annual monitoring that includes an assessment of Burke's goldfields population health and the potential of invasive weed species intrusion, which could do harm to the population by outcompeting this taxon or by changing the ecological conditions of this micro habitat and potentially cause extirpation. There should also be a focus on minimizing invasive species spread and introductions into the area surrounding Burke's goldfields.

The survey also determined that suitable habitat is present at Lake Mendocino for 11 State species of concern including watershield (*Brasenia schreberi*), bristly sedge (*Carex comosa*), Koch's cord moss (*Enosthodon kochii*), minute pocket moss (*Fissidens pauperculus*), small groundcone (*Kopsiopsis hookeri*), Hall's bush mallow (*Malacothamnus hallii*), Baker's navarretia (*Navarretia leucocephala* subsp. *bakeri*), Lobb's aquatic buttercup (Ranunculus lobbii), beaked tracyina (Tracyina rostrata), and western viburnum (Viburnum ellipticum). Of these potential species only Baker's navarretia and Lobb's aquatic buttercup were identified during the survey.

Critical habitat.

There is no critical habitat for any federally listed species of flora or fauna within the Lake Mendocino project boundary.

3.2.6 Wetlands. The 2011 floristic survey identified two wetland types in the project area: Northern Hardpan Vernal Pools (0.02 acres) and Coastal and Valley Freshwater Marsh (0.35 acres). These areas are shown in figure EA-6.

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Figure EA-6. Special Status Resources and Invasive Weeds

Depressions in the Unique Wildflower Area below the dam were classified as Northern Hardpan Vernal Pools. This community is a low, amphibious, herbaceous community dominated by annual herbs and grasses. Germination and growth begin with winter rains, often continuing even when inundated. Rising spring temperatures evaporate the pools, leaving concentric bands of vegetation that encircle the drying pool. Keeley and Zedler (1998) describe vernal pools as precipitation-filled seasonal wetlands inundated during periods when temperature is sufficient for plant growth, followed by a brief waterlogged-terrestrial stage and culminating in extreme desiccated soil conditions of extended duration. Keeley and Zedler (1998) further state that an important characteristic of the vernal pool flora is that it comprises two elements: widespread cosmopolitan aquatic taxa and specialized Californian endemics.

Coastal and Valley Freshwater Marsh is dominated by perennial, emergent monocots, 1-15 feet (0.40-4.5 meters) tall, adapted to growing in conditions of prolonged inundation (Holland 1986). It typically occurs on sites that lack a significant current that are permanently flooded by freshwater along the edges of water bodies, dune swales, slough terrace edges, banks, channels and mouth margins of rivers, bottomlands, ditch margins, lagoons, ponds, reservoir margins and along geologic faults. This community is most extensive in the upper portion of the Sacramento-San Joaquin River Delta. In the project area this community is typically located near the inundation zone of the lake where slopes are gentle and interface with non-native grasslands. Soils at these locations are saturated for prolonged periods of time. The only mapped polygon of this community is located on the spillway which is dominated by spike rush (*Eleocharis macrostachya*). However there are a few small colonies of this community along the southeastern edge of the lake which support a dominance of brown sedge (*Carex subfusca*), fox sedge (*Carex vulpinoidea*), and pennyroyal, in part. (SC Environmental Inc. 2011)

3.2.7 Invasive Species. Exotic and invasive plant species are a part of the existing ecosystem at Lake Mendocino. These invasive species have the ability to rapidly disrupt land and water resources if not aggressively managed. Over time, native species can be replaced and the ecology altered. Additionally, the interdependence and connectivity between the flora and fauna will be out of balance, and the fauna may relocate to find habitat required for preferred food, shelter, or habitat structure. Invasive species not only have tremendous consequences on altering ecosystem compositions, but also economically high costs stem from labor, materials, and equipment to control.

The 2011 floristic Survey detected a number of non-indigenous species in the project area. These include: false brome (*Brachypodium distachyon*), yellow star thistle (*Centaurea solstitialis*), poison hemlock (*Conium maculatum*), orchard grass (*Dactylis glomerata*), oblong spurge (Euphorbia oblongata), fennel (*Foeniculum vulgare*), French broom (*Genista monspessulana*), Klamath weed (*Hypercium perforatum*), Harding grass (*Phalaris aquatica*), Himalayan blackberry (Rubus armeniacus), medusahead (*Taeniatherum caput-medusae*), and periwinkle (*Vinca major*).

Executive Order (EO) 13112 provides direction and asks Federal agencies to identify and reduce actions that introduce or spread invasive species. All Federal land and water management agencies within the Department of Interior (DOI), National Oceanic and Atmospheric Administration (NOAA), and Department of Defense (DOD) have authority to control and manage invasive species as well as restore affected areas on their lands and waters. This authority arises from the various agency regulations and other statutes that govern management, uses, and planning on the lands and waters under their jurisdiction. The level of effort and budgetary resources for management, control, and restoration vary with each Department. None of them has the resources to control every invasive species present on Federal lands and waters. Departments and their agencies also work in partnership with states and private

landowners to control invasive species on public lands.

Control of non-native grasses are accomplished at Lake Mendocino through mowing and spraying along road shoulders shorelines, and in the recreation areas. Yellow star thistle and cocklebur are pulled by hand.

Poison Oak, while a native, is also controlled in the Bushay and Kyen campgrounds, along the Shakota Trail and in the Frisbee golf courses.

Feral pigs are also a problem on the east side of the lake. Their rooting causes erosion on the steep topography. Consumption of acorns by pigs can greatly reduce oak recruitment. Lake staff, in coordination with local agencies needs to develop a management plan for feral pigs.

Quagga and zebra mussels are a problem in many reservoirs. They are introduced by recreational vessels that have not been properly cleaned. Neither of these mussels have been introduced to Lake Mendocino yet. Lake staff are coordinating with stakeholder agencies to obtain funding for and implementation of a comprehensive program to prevent any introductions.

A grazing program at Lake Mendocino would help reduce the hazard of wildfire by directly reducing the amount of vegetation. The program, through work-in-lieu-of rent, can be used to reduce maintenance costs of vegetation management, control invasive plant species (such as yellow star thistle and cocklebur), can be used to increase diversity of plant and animal species, control erosion from water runoff for improved water quality, improve vegetation along stream banks and provide opportunities to improve infrastructure. As part of Lake Mendocino's vegetation management program, it can be managed so that there are no conflicts with the recreation and public use of the project.

3.3 SOCIONOMIC CHARACTERISTICS

3.3.1 Population and Economy. As of the 2010 Census, the City of Ukiah had a total population of 16,075 people. The annual population estimate for 2017 was 16,036. In 2010 the median age was 35.9 years and there was a household average size of 2.48 persons. The median household income in 2016 was $38,686. Additionally, the majority of residents in Mendocino County identified as white, with Hispanic being the second largest minority group in 2010 (U.S. Census Bureau 2010). Table EA-3 compares the population in 2017 for several counties, including Mendocino County, to the average growth rate over the time period of 2010-2017. Mendocino County experienced nominal population growth. A forecast of population growth by county done by the California Department of Finance shows that the population of Mendocino County will have grown by about 2,500 between 2010-2020. The projected population for Mendocino County by 2060 is just over 96,000. (CDF 2007)

Table EA-3. Current Population by County and Average Growth Rate. (US Census Bureau 2010)

County	2017 Population	Percentage Average Growth Rate (2010–2017)
Mendocino	88,018	0.2%
Sonoma	483,870	4.2%
Napa	136,530	3.3%
Butte	220,002	4.2%
Solano	413,344	7.8%

The great majority of the population that utilizes Lake Mendocino resides in or near the City of Ukiah. The average income in Ukiah is $64,014. Table EA-4 shows additional statistics on the distribution of income ranges. Table EA-5 shows that the population of Ukiah has increased slightly, resulting in an increase in housing units but also two times the number of vacant housing units.

Table EA-4. Income Distribution in 2016

Income Range	Households	Percent
Less than $25,000	1,958	31.9%
$25,000 to $34,999	812	13.2%
$35,000 to $49,999	753	12.3%
$50,000 to $74,999	1,100	17.9%
$75,000 to $99,999	594	9.7%
$100,000 to $149,999	631	10.3%
$150,000 to $199,999	136	2.2%
$200,000 or more	150	2.4%
Total	6,134	100%

Table EA-5. Population and Housing

Year	Population	Total Housing Units	Occupied Housing Units	Percent Vacant	Persons Per Household
2000	15,497	6,137	5,985	2.5%	2.47
2010	16,075	6,488	6,158	5.1%	2.48

An economic and demographic profile of Mendocino County was done in 2011 by the Center for Economic Development at California State University, Chico (CSU Chico 2011). The study revealed that the utilities sector had experienced the most growth in Mendocino County and farming jobs had decreased significantly. Government jobs comprised the highest percentage of overall jobs in 2008 for Mendocino County, followed by retail and health care/social assistance jobs. In 2009 the City of Ukiah had the largest labor force of any other city or town within Mendocino County.

Table EA-6. Pertinent Population Data (Source: 2010 U.S. Census Bureau)

Locality	Population (2010)	2013 Population Estimate	Median Household Income (2008-2012)	Population Below Poverty Level (2008-2012)
Polk County	430,640	451,677	$58,096	11.3%
Dallas County	66,135	74,641	$71,878	7.0%
Boone County	23,306	26,364	$51,284	9.0%
Madison County	15,679	15,448	$56,765	9.2%
Warren County	46,225	47,336	$62,778	7.3%
Story County	89,542	92,406	$49,683	20%

3.3 2 Transportation. Lake Mendocino can be accessed either from the west on U.S. Highway 101 and across Ukiah surface streets or directly from State Highway 20 from the north. There is no direct access by bus to the lake but the Mendocino Transit Authority has service to Lake Mendocino Drive and Seiji Way, which is a 30-minute walk to the lake.

Access to specific locations within the project is provided by a network of two lane local roads. Within the project boundary, a mix of paved and unpaved roads, parking lots, and trails provide access to different recreation areas. Internal access also is provided by regional trails, such as the Kaweyo and Shakota Trails. Transportation within the project also is facilitated by the existing marina and numerous boat ramps.

Developed roads and parking lots exist on lands classified for project operations and intensive use in the 1977 Master Plan. These roads and parking lots are confined to areas that support developed recreational sites. The undeveloped portions of the project have limited transportation infrastructure. Trails run throughout the project and provide access to certain portions of these lands. Land Classification definitions are discussed in greater detail in Chapter 4 of this Master Plan.

3.3.3 Safety. The USACE works to ensure a safe and enjoyable experience for all visitors at Lake Mendocino. Safety at the lake is maintained through a variety of different mechanisms. The Project Safety Plan, can be found as an appendix to the Lake Mendocino Operational Management Plan (USACE 2013a). The Project Safety Plan identifies safety concerns, responsibilities, accountable individuals and management techniques for different environments at the project. To promote general visitor safety, bulletin boards are posted throughout the different recreation sites with information on water safety, trail use, and natural hazards. Some of the educational programs provided also are

focused on safety, with a special emphasis on water safety. Safety within project lands is a responsibility of USACE with the assistance of local emergency services.

3.3.4 Cultural Resources. The term cultural resources is broadly defined as the buildings, structures, objects, sites, districts, and archeological resources associated with historic or prehistoric human activity. Cultural resources that are listed in, or eligible for listing in, the National Register of Historic Places (NRHP) are referred to as "historic properties." Such properties may be significant for their historic, architectural, scientific, or other cultural values and may be of national, state, or local significance.

Cultural resources are representative of broad patterns, themes, events and people in prehistory and history. Previous pre and post construction archaeological studies have been completed at the dam and lake location between the late 1940s and late 1970s. These past studies have determined that the s environment was favorable during the prehistoric period with riparian and other inland resources accessible along the Russian River and other water sources flowing through the region. Based on these past studies, it appears that Native American occupation in the area extend 5,000–8,000 years into the past, but also likely predates this. Studies suggest that prehistoric populations increased over time with a shift from a hunter-gather regimen to more permanent settlements with the development of stable and predictable subsistence procurement and food storage. The sites types identified, indicate that loci attributed to Native American occupation were sought for proximity to available resources, accessibility, and protection from seasonal flooding in the area. The types of sites in the area are made up of lithic scatters, tool material procurement, habitation sites, rock art sites, and subsistence processing sites including bedrock mortars or other milling feature.

The most recent archaeological study of the area was completed in 2011. The study was completed as a Section 110 of the National Historic Preservation Act (Section 110). Under Section 110, USACE is required to take responsibility for historic properties by establishing a program to identify, evaluate, and nominate (if appropriate) these sites to the National Register of Historic Places (NRHP). Identification and evaluation of these properties are to be performed by individuals qualified under the *Secretary of the Interior's Standards for Archaeology and Historic Preservation* (36 CFR 61 Appendix A). To comply with Section 110, a survey of USACE fee-title lands around Coyote Valley Dam and Lake Mendocino Reservoir was completed (Reddy 2011). As part of this undertaking, a records search was completed for the project, which determined that 31 cultural resources had been identified in the project area over a 50 to 60 year period. Moreover, fifteen archaeological surveys, three historical overviews, three testing programs, two survey and testing investigations, two lake inundation studies, one ethnohistorical study, and one planning study have been conducted for USACE-managed lands at the dam and lake. Many of these previous sites are now submerged within the lake.

Recent archaeological studies in the region that have resulted in the development of cultural and chronological interpretations of the study area are not presented here. The interested reader is referred to the most relevant of these outlining Native American prehistoric and historic-period occupation of the dam and lake area, Jones and Klar (2007) and Reddy (2011). The lake area has also seen a long and rich period of historic occupation, which is also well defined and presented in Reddy (2011).

Section 106 of the National Historic Preservation Act (Section 106) requires Federal agencies to take into account the effects of a proposed undertaking on properties that have been determined to be eligible for listing in, or are listed in, the National Register of Historic Places. The development and possible change of these land use classification changes are a type of undertaking with the potential to effect historic properties. Once land use changes are adopted through the lake management plan consultation with the SHPO and tribes will be required and completed.

4.0. ENVIRONMENTAL CONSEQUENCES

This section of the EA describes the environmental consequences associated with the alternatives presented in Section 3.0. NEPA requires consideration of context, intensity, and duration of adverse and beneficial impacts (direct, indirect, and cumulative) and measures to mitigate for impacts. These elements are considered in the following impact analysis.

Adoption of the proposed Master Plan revision would help define the approval process for future actions affecting project lands, depending on whether the actions are 1) specifically included in the revised Master Plan, 2) not included in the revised Master Plan, but consistent with the Plan, or 3) not included and not consistent with the recommendations, objectives and policies stated in USACE regulations (USACE, 2009). For actions that are identified in the revised Master Plan, the approval process would still require adequate NEPA consideration prior to initiating construction.

It is important to note that this EA assesses the impacts of adopting the land classifications included in the proposed Master Plan but not the specific recommended future management actions and opportunities mentioned in Table EA-2, of this document. These recommendations will be part of the Operational Management Plan and identified as tasks which will be reviewed and completed at a later date. Because of the wide variety of possible future management recommendations or tasks that could be proposed, an additional evaluation to determine consistency with the stated site objectives and further NEPA consideration on a project-by project basis would be required as these tasks are undertaken.

The implementation of the revised Master Plan would not result in any irreversible environmental conditions. Environmental impacts of the No Action and Agency-preferred Alternative (adopt and implement Master Plan) are displayed in table EA-7. When future recommendations are ready for implementation, additional site specific analysis and review for NEPA compliance will be undertaken. Only resources that have either a beneficial or possible adverse impact will be discussed further in Section 4.1. Potential impacts of the proposed Master Plan are shown in table EA-7.

Table EA-7. Environmental Impacts

	NO ACTION IMPACTS			PREFERRED ALTERNATIVE		
Resource	**No Impact[1]**	**Beneficial**	**Adverse**	**No Impact**	**Beneficial**	**Adverse**
Physical Environment						
Geology, Topography, Soils	X			X		
Water Resources	X			X		
Air Quality	X			X		
Climate	X			X		
Noise				X		
Hazardous Materials	X			X		
Recreation and Aesthetics				X	X	
Natural Resources						
Vegetation				X	X	
Fish and Wildlife				X	X	
Threatened and Endangered	X			X		
Wetlands	X			X		
Invasive Species				X	X	
Socioeconomics						
Community Growth	X			X		
Community Cohesion	X			X		
Displacement of People	X			X		
Environmental Justice	X			X		
Property Value/Tax Base	X			X		
Public Facilities & Services	X			X		
Employment	X			X		
Business Growth	X			X		
Farm Displacement	X			X		
Transportation	X			X		
Safety	X			X		
Cultural Resources	X			X		

[1] No Adverse Impacts Anticipated

4.1 Effects on Water Resources. Implementation of the No Action Alternative would not result in impacts to water quality since the Master Plan would remain unchanged.

The land reclassifications and updated resource objectives to be implemented by the Agency-Preferred Plan would allow land management and land uses to be compatible with the goals of good stewardship of water resources. Therefore there would be no significant adverse impacts to water resources.

4.2 Effects on Air Quality. Implementation of the No Action plan would not result in impacts to air quality since the Master Plan would remain unchanged.

Existing operation and management of Lake Mendocino is compliant with the Clean Air Act and this would not change with the implementation of the proposed Master Plan revision. Therefore there would be no significant adverse impacts to air quality.

4.3 Effects on Climate. Implementation of the No Action Alternative would not result in impacts to climate since the Master Plan would remain unchanged.

Implementation of the Agency-Preferred Plan would not have a negative effect on climate. Ongoing research by the USACE Institute for Water Resources on carbon sequestration potential of USACE-owned land and water demonstrates a potential to capture and store greenhouse gases in vegetation and in reservoir sinks. This could be a beneficial climate change mitigation opportunity in the future were it to be pursued.

4.4 Effects on Noise. Implementation of the No Action Alternative would not result in impacts to noise levels since the Master Plan would remain unchanged.

The Agency-Preferred Plan would have no effect on noise levels at Lake Mendocino. Lands currently classified for intensive use or operations have the greatest potential to create noise within the project boundary, but there will be no expansion of high density recreation areas with the updated Master Plan. Areas within the project have limited noise sources mainly coming from recreational boat traffic with occasional short-term impacts from construction actions.

4.5 Effects on Recreation and Aesthetic Resources. Implementation of the No Action Alternative would not result in impacts to recreation and aesthetic resources since the Master Plan would remain unchanged.

The Proposed Alternative would change land use classification in the recreation areas. This does not change the activities allowed in these areas or how they will be managed. However, recommendations presented in the Resource Plan would improve the recreational experience at the lake. Renovation and manning of the Visitor Center, raising the Bushay access road and the parking lot at the south boat ramp, improvements to the disc golf courses, upgrading of some campsites, and flood proofing structures at the Pomo day use area would substantially improve the experience visitors have. Therefore the Agency-Preferred Plan would have a beneficial effect on recreation. Any action taken on these recommendations would be evaluated as appropriate under NEPA prior to implementation.

4.6 Effects on Vegetation. Implementation of the No Action Alternative would not result in impacts to vegetation since the Master Plan would remain unchanged.

Under the Proposed Alternative the District would continue to manage the adjacent and nearby habitat for wildlife following the current operating management plans using best management practices and guidance for Environmental Stewardship. With implementation of the Master Plan, vegetative resources

would be better accommodated through analyzing natural resources based on current conditions, resource suitability, and trends occurring on the landscape. Following goals and objectives found in Chapter 3 of the Master Plan would benefit natural resources by improving the health of local habitats which in turn encourages wildlife diversity.

4.7 Effects on Fish and Wildlife. Implementation of the No Action Alternative would not result in impacts to fish and wildlife resources since the Master Plan would remain unchanged.

The Proposed Alternative does not directly change the way fish and wildlife are managed at the lake. There are no additional management measures for fish and wildlife recommended in the Resource Plan. The proposed Master Plan would update the goals and objectives underlying the management of fish and wildlife resources of the lake. Following these goals and objectives found in Chapter 3 of the Master Plan would benefit fish and wildlife by improving the health of local habitats and, in turn, encourages wildlife diversity. Therefore implementation of the Proposed Alternative could beneficially effect fish and wildlife resources.

4.8 Effects on Threatened and Endangered Species. Implementation of the No Action Alternative would not result in impacts to federally listed species since the Master Plan would remain unchanged.

The only federally listed species occurring at Lake Mendocino is Burke's goldfields. It has been present in three areas that are currently designated as Unique Wildflower Area. The Agency-Preferred Plan would change the land use class of this Management Unit to Environmentally Sensitive Area, with no change in how the unit is managed. Site #3 will be added to Management Unit 4 and reclassified from Operations to Environmentally Sensitive Area. Therefore implementation of the Proposed Alternative would have no effect on threatened and endangered species.

4.9 Effects on Wetlands. Implementation of the No Action Alternative would not result in impacts to wetlands since the Master Plan would remain unchanged.

The Agency-Preferred Plan does not change the management of wetland areas at Lake Mendocino. The two wetland areas of note both occur in the restricted area below the dam. The Environmentally Sensitive Area containing Burke's goldfield contains 0.02 acres of Northern Hardpan Vernal Pool and there is .35 acres of Coastal and Valley Freshwater Marsh located at the bottom of the spillway. There would be no significant adverse impacts to wetland habitat due to the implementation of the Agency-Preferred Plan.

4.10 Effects on Invasive Species. Implementation of the No Action Alternative would not result in impacts to invasive species since the Master Plan would remain unchanged.

The District would continue to implement the existing invasive species control measures under the Proposed Alternative. In addition the updated Resource Plan recommends action to control the feral pigs in the Wildlife Management Area and to coordinate with stakeholder agencies to develop a plan to prevent the introduction of quagga and zebra mussels. These actions would be beneficial in the control of invasive species.

4.11 Effects on Socioeconomics. Implementation of the No Action Alternative would not result in impacts to low income or minority populations or children since the Master Plan would remain unchanged. Visitors would continue to come to Lake Mendocino from surrounding areas. Many visitors purchase goods such as groceries, fuel, fishing and camping supplies, locally, eat in local restaurants, stay in local hotels, and shop in local retail establishments. These beneficial effects would continue.

The Agency-Preferred Plan would not change the beneficial effects mentioned in the No Action alternative. If the Resource Plan measures for improvement of the recreation areas were implemented, increased attendance at the lake could enhance these beneficial effects. There would be no adverse impacts on the economy in the area and no disproportionately high or adverse impacts on minority or low income populations or children as a result of the Agency-Preferred Plan.

4.12 Effects on Transportation. Implementation of the No Action Alternative would not result in impacts to transportation since the Master Plan would remain unchanged.

The Proposed Alternative would include upgrades to boat ramps, parking lots and other areas of congestion. Increased traffic from construction could result in minor temporary local impacts on traffic and transportation, but impacts would likely be negligible. The updated Resource Plan recommends the expansion and reconfiguration of entrance station areas, parking areas and boat ramps at various recreation areas and would have long-term beneficial impacts on in-park vehicular traffic flow, likely reducing congestion. The proposed alternative would have no adverse impact on regional transportation.

4.13 Effects on Safety. Implementation of the No Action Alternative would not result in impacts to safety since the Master Plan would remain unchanged.

The Proposed Alternative would continue the existing safety plan in use at Lake Mendocino. The updated Resource Plan recommends augmenting the existing signage around the lake to increase visitor exposure to safety information with regard to water safety and awareness of wild land dangers such as poison oak, rattlesnakes, and large predators. These measures could have a beneficial effect on visitor safety at the lake.

4.14. Effects on Cultural Resources. Any adverse effects on cultural resources that are listed or eligible for listing in the NRHP are considered to be significant. Cultural resources listed or eligible for listing in the NRHP are considered "historic properties" and must undergo particular evaluation of effects in order to determine if an undertaking, pursuant to 36 CFR 800.16 (y), is adverse. An undertaking would be considered to have an adverse effect on historic properties if it diminishes the integrity of the resource's location, design, setting, materials, workmanship, feeling, or association. Types of effects include:

- Physical destruction, damage, or alteration of all or part of the historic property;
- Isolation of the historic property from or alteration of the character of the historic property's setting when that character contributes to the historic property's qualifications for the NRHP;
- Introduction of visual, audible, or atmospheric elements that are out of the character with the historic property or alter setting;
- Neglect of a historic property, resulting in its deterioration or destruction; and,

  Transfer, lease, or sale of the historic property.

Cultural Resources within the Lake Mendocino property are afforded protection under three main laws: *Archaeological Resources Protection Act of 1979 (ARPA)*, the *National Historic Preservation Act of 1966 (NHPA), and the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA)*.

ARPA sets forth a process for permitting the excavation or collection of archaeological resources on public or Indian lands and establishes criminal penalties, including fines and incarceration, for the unauthorized excavation or collection of such resources.

Section 106 of the NHPA requires federal agencies to consider impacts to significant cultural resources (historic properties) incurred in the course of undertakings funded or permitted by the government. This requires federal agencies to identify and evaluate cultural resources for significance; to consult with the State Historic Preservation Officer, Native Americans, and the public; and to provide mitigation for any adverse effects their projects might have on significant resources.

NAGPRA requires federal agencies and institutions that receive federal funding to return Native American "cultural items" to lineal descendants and culturally affiliated Indian tribes and Native Hawaiian organizations. Cultural items include human remains, funerary objects, sacred objects, and objects of cultural patrimony. The act also establishes procedures for the inadvertent discovery or planned excavation of Native American cultural items on federal or tribal lands. Moreover, the act makes it a criminal offense to traffic in Native American human remains without right of possession or in Native American cultural items obtained in violation of the Act.

Any adverse effects on cultural resources that are listed or eligible for listing in the NRHP (i.e., historic properties) are considered to be significant. Effects are considered to be adverse if they alter, directly or indirectly, any of the characteristics of a cultural resource that qualify that resource for the NRHP so that the integrity of the resource's location, design, setting, materials, workmanship, feeling, or association is diminished.

Land use classification changes are a type of undertaking with the potential to effect historic properties. Due to the potential for land use classification changes to occur as a result of the implementation of the revised Master Plan, potential effects to historic properties must be taken into consideration and consultation with the State Historic Preservation Officer and interested Native American Tribes must take place in order to determine whether or not the proposed Master Plan Revision would have an effect on cultural resources.

4.15. Probable Adverse Effects Which Cannot Be Avoided. Implementation of the Preferred Alternative should not result in unavoidable adverse impacts to any of the resources analyzed in this EA. The Resource Objectives and direction on agency coordination would help the District avoid, offset, and mitigate for any unforeseen impacts. Any anticipated impact is considered minor and localized and would not have significant long-term adverse impacts to project resources.

4.16. Relationship Between Short-Term Use and Long-Term Productivity. The Master Plan is a land use planning document which will benefit productivity of Lake Mendocino lands and waters in the long term. While any future maintenance and construction activities may temporarily disrupt wildlife and human use in project areas, negative long-term impacts are expected to be minimal or non-existent on all ecosystems associated with this Master Plan.

4.17. Irreversible or Irretrievable Commitment of Resources if the Project Is Implemented. The commitment of man-hours required to write, coordinate and review the proposed Master Plan are irretrievable. Other than the aforementioned, none of the proposed actions are considered irreversible.

4.18. Relationship of the Proposed Project to Land-Use Plans. Implementation of the Master Plan is a proposed land-use planning change. The Land-Use changes, which the Corps refers to as Land Classifications, are being changed to reflect current conditions and meet current regulations.

The Master Plan is consistent with other State and regional goals and programs. If implemented, the District does not expect the Agency-Preferred Plan to alter or conflict with other authorized civil works projects.

4.19. Indirect and Cumulative Impacts of the Preferred Alternative. The CEQ regulations that implement NEPA require assessment of cumulative impacts in the decision-making process for Federal projects. Cumulative impacts are defined as impacts which result when the impact of the Preferred Alternative is added to the impacts of other present and reasonably foreseeable future actions, regardless of what agency (Federal or non-Federal) or person undertakes such other actions (40 CFR 1508.7). The cumulative impacts associated with the Preferred Alternative and the No Action Alternative are described below.

Past, present, and reasonably foreseeable future actions have and continue to contribute to the cumulative impacts of activities in and around Lake Mendocino. Past actions include the construction and operation of the reservoir, the recreation sites surrounding the reservoir, as well as residential, commercial, and industrial facilities throughout the region. All of these developments have had varying levels of adverse impacts on the physical and natural resources in the region. Many of these developments, however, have had beneficial impacts on the region's socioeconomic resources. In addition, many of the historic impacts have been offset throughout the years by the resource stewardship efforts of the District, California Department of Fish and Wildlife, Sonoma Water and other management partners.

The most significant past action was the construction and development of the Lake Mendocino Reservoir. This change created new natural and physical conditions, which, through careful management by the District, and other management partners, have created new and successful habitats and other natural resource conditions. The District and the other management partners have also brought a wide variety of high-quality recreational opportunities to the reservoir.

Existing and future actions also contribute to the cumulative impacts in and around the reservoir. Existing and future actions include the operation of project facilities, and upgrades and maintenance of recreation sites. Continued project operations would result in the sustained maintenance and development of recreational facilities. These facilities would enhance the recreational offerings made by the District and other management partners. Such improvements would result in varying levels of impacts to the surrounding resources. Similarly, surrounding residential, commercial, and industrial development could result in varying levels of adverse impacts to many resources. Within the project boundary, adverse impacts would be offset through resource stewardship efforts. The programmatic approach to project management, included in this EA and attached Master Plan, would allow for future development plans and mitigation responses to be adapted to address any adverse actions. This would allow the District and other management partners at Lake Mendocino to continue to reduce the contribution of its activities to regional cumulative impacts through proactive actions and adaptive resource management strategies.

The Preferred Alternative would contribute minor increments to the overall impacts that past, present, and future projects have on the region, mainly through the implementation of the Land Classifications and Resource Objectives outlined in the proposed Master Plan.

4.1. Compliance With Environmental Quality Statutes. See table EA-8.

Table EA-8. Compliance with Environmental Protection Statutes and Other Environmental Requirements

Federal Policies	Compliance[1]
Archaeological and Historic Preservation Act, 16 U.S.C. 469, et seq.	Full compliance
Clean Air Act, as amended, 42 U.S.C. 1857h-7, et seq.	Full compliance
Clean Water Act, 33 U.S.C. 1857h-7, et seq.	Full compliance
Endangered Species Act, 16 U.S.C. 1531, et seq.	Full compliance
Federal Water Project Recreation Act, 16 U.S.C. 460-1(12), et seq.	Full compliance
Land and Water Conservation Fund Act, 16 U.S.C. 460/-460/-11, et seq.	Not applicable
National Environmental Policy Act, 42 U.S.C. 4321, et seq.	Full compliance
National Historic Preservation Act, 16 U.S.C. 470a, et seq.	Partial compliance
River and Harbors Act, 33 U.S.C. 403, et seq.	Full compliance
Watershed Protection and Flood Prevention Act, 16 U.S.C. 1001, et seq.	Not applicable
Wild and Scenic Rivers Act, 16 U.S.C. 1271, et seq.	Full compliance
Flood Plain Management (EO11988)	Full compliance
Protection of Wetlands (EO11990)	Full compliance
Farmland Protection Act	Full compliance
Corps of Engineers Planning Guidance Handbook (ER 1105-2-100)	Full compliance
EO13112 Invasive Species	Full compliance

[1]Full compliance - Having met all requirements of the statute for the current stage of planning. Not applicable - No requirements for the statute apply.

5.0. COORDINATION AND PUBLIC INVOLVEMENT

5.1 Scoping and Significant Issues.

In 2017, the USACE began the process of revising the Lake Mendocino Master Plan, which was last approved in 1977. On February 21, 2018, a public meeting was held to kick off the master planning process. The purpose of this meeting was to seek public input regarding (1) the long-range goals for the Lake Mendocino Master Plan Revision and (2) the management and development of project lands and water. Additional coordination with Tribal and other agency representatives was done during the planning process.

Issues/Concerns That Arose During Agency and Public Scoping

- Keep campgrounds open for public use and add a store for campers to use.
- Build longer boat ramps to allow lake access during lower water level conditions and re-institute boat ramp fees, which will provide additional revenue for maintenance of the Lake.
- Add a paved walking trail and exercise stations/outdoor gym around the lake.
- Import sand to build a better beach at Pomo B and Oak Grove Day Use Areas.
- Add signage for trails.
- Have boat, kayak, canoe, and stand-up paddleboard rentals at the north side of the lake.
- Continue to allow horseback riding as there are limited public lands open for horseback riding in Mendocino County. Keep Bushay Campground open to horses and add dedicated horse trailer parking spots.
- Make campsites dog friendly and add a fenced off-leash dog park.

- Public use areas are not well maintained by USACE and there is limited staffing at the Lake.
- The release of water from Coyote Valley Dam creates a foul odor that impacts nearby residents. USACE should provide residents with a schedule for releases, and air quality testing would be useful.
- Need consistent law enforcement, including speed control for cars. Additional signage may help prevent speeding and entrance fees might reduce dumping, drug use, and other illegal activities.
- Need rangers or Sheriffs patrolling the Lake in boats and patrolling the area at night. The crime and drug problems have increased significantly over the past 15 years.
- There is a large homeless problem, with many homeless people choosing to stay in campgrounds at Lake Mendocino. Recommend designating a free camping area for the homeless.
- Do not let the public land surrounding Lake Mendocino be privately developed.
- Clear out brush to reduce the tick problem.
- A functioning and proper warning system for the dam needs to become a high priority for the protection of the community.
- Mendocino and Sonoma Counties are urging the District to partner with them on a program to prevent the quagga mussel from being introduced to the lakes by watercraft.
- Projects such as expanding campgrounds, roads, boat launches and septic systems should consider the current proposal to raise the dam.
- Serious consideration should be given to "fixing" the spillway.
- Lack of resources to manage the lake are negatively impacting the user experience. Usership is down to the point that it is negatively affecting the local economy that depends on their visits.
- Passive, non-motorized use should be prioritized.
- Trails should continue as exclusively passive (non-motorized).
- All efforts to budget staff time to support the maintenance and development of trails should be pursued.
- "quiet days" should be established with trolling motors only during the winter months and select "quiet days" two to three days a week year round.
- Establish Ranger patrols of the lake with citations issued for boater speeding and loud stereos.
- Lake Mendocino has a number of redundant roads that should be decommisioned or converted to trails.
- Establish a "trail around the lake" through closing trail gaps on the north and north east sides of the lake.
- Continue practice of having a specific ranger act as liaison with groups like the Ukiah Valley Trail Group and establish a protocol to ensure a seamless transition when new staff assignments are made.
- Expedite approval of trail projects with a specific goal for making decisions.

The list is not in order of importance. The list is also not exhaustive, but focuses on the issues that were mentioned the most during scoping and/or were specifically addressed in the Master Plan and this EA.

The master planning team used its experience and expertise to work through the issues that arose during public scoping and discussions with Lake Mendocino staff. Responses from the public were received

and taken into consideration when considering management options. The USACE invited comments on this decision-making process from several Federal and State agencies as well. The USACE will endeavor to balance the needs of all user groups to the greatest extent possible within the constraints of the primary missions of flood risk management, recreation, and contractual agreements for water supply. The proposed solutions to issues and concerns are covered more extensively in the Master Plan.

The Draft Master Plan and Environmental Assessment will be provided to the public and resource agencies for review and comment. A 30-day review period is planned for spring 2019. Additional public meetings will be held prior to the end of this comment period to explain and present the draft documents. All comments will be considered and the documents will be revised accordingly as appropriate prior to finalization.

6.0. LIST OF PREPARERS

District Personnel	Area of Expertise
Chris Schooley	Operations Project Manager
Eric Jolliffe	NEPA Documentation
Margaret Engesser	Master Planning
Wyndell Merritt	Master Planning
Kathleen Ungvarsky	Cultural Resources
Stefanie Adams	Cultural Resources
Rachael Marzion	GIS

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APPENDIX EA1

USFWS SPECIES LIST

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Mendocino County, California

Local office

Arcata Fish And Wildlife Office

(707) 822-7201
(707) 822-8411

1655 Heindon Road
Arcata, CA 95521-4573

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service.

1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information.

The following species are potentially affected by activities in this location:

NOT FOR CONSULTATION

Birds

NAME	STATUS
Marbled Murrelet Brachyramphus marmoratus There is **final** critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/4467	Threatened
Northern Spotted Owl Strix occidentalis caurina There is **final** critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/1123	Threatened
Western Snowy Plover Charadrius alexandrinus nivosus There is **final** critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/8035	Threatened
Yellow-billed Cuckoo Coccyzus americanus There is **proposed** critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/3911	Threatened

Amphibians

NAME	STATUS
California Red-legged Frog Rana draytonii There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/2891	Threatened

Flowering Plants

NAME	STATUS
Burke's Goldfields Lasthenia burkei No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/4338	Endangered

Contra Costa Goldfields Lasthenia conjugens There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/7058	Endangered
Showy Indian Clover Trifolium amoenum No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6459	Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php
- Measures for avoiding and minimizing impacts to birds http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php
- Nationwide conservation measures for birds http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see maps of where birders and the general public have sighted birds in and around your project area, visit E-bird tools such as the E-bird data mapping tool (search for the name of a bird on your list to see specific locations where that bird has been reported to occur within your project area over a certain timeframe) and the E-bird Explore Data Tool (perform a query to see a list of all birds sighted in your county or region and within a certain timeframe). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)
Allen's Hummingbird Selasphorus sasin This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9637	Breeds Feb 1 to Jul 15
Ashy Storm-petrel Oceanodroma homochroa This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/7237	Breeds May 1 to Jan 15

NOT FOR CONSULTATION

Bald Eagle Haliaeetus leucocephalus — **Breeds Jan 1 to Aug 31**
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/1626

Black Oystercatcher Haematopus bachmani — **Breeds Apr 15 to Oct 31**
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9591

Black Skimmer Rynchops niger — **Breeds May 20 to Sep 15**
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/5234

Black Swift Cypseloides niger — **Breeds Jun 15 to Sep 10**
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/8878

Black Turnstone Arenaria melanocephala — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Black-chinned Sparrow Spizella atrogularis — Breeds Apr 15 to Jul 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9447

Burrowing Owl Athene cunicularia — Breeds Mar 15 to Aug 31
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/9737

California Thrasher Toxostoma redivivum — Breeds Jan 1 to Jul 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Clark's Grebe Aechmophorus clarkii — Breeds Jan 1 to Dec 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Costa's Hummingbird Calypte costae — Breeds Jan 15 to Jun 10
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/9470

Golden Eagle Aquila chrysaetos — Breeds Jan 1 to Aug 31
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/1680

Lawrence's Goldfinch Carduelis lawrencei — Breeds Mar 20 to Sep 20
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9464

Lewis's Woodpecker Melanerpes lewis — **Breeds Apr 20 to Sep 30**
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9408

Long-billed Curlew Numenius americanus — **Breeds elsewhere**
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/5511

Marbled Godwit Limosa fedoa — **Breeds elsewhere**
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9481

NOT FOR CONSULTATION

Nuttall's Woodpecker Picoides nuttallii This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9410	Breeds Apr 1 to Jul 20
Oak Titmouse Baeolophus inornatus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9656	Breeds Mar 15 to Jul 15
Rufous Hummingbird selasphorus rufus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8002	Breeds elsewhere
Short-billed Dowitcher Limnodromus griseus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere
Tricolored Blackbird Agelaius tricolor This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3910	Breeds Mar 15 to Aug 10
Whimbrel Numenius phaeopus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9483	Breeds elsewhere
White Headed Woodpecker Picoides albolarvatus This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9411	Breeds May 1 to Aug 15
Willet Tringa semipalmata This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Wrentit Chamaea fasciata This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 15 to Aug 10
Yellow-billed Magpie Pica nuttalli This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9726	Breeds Apr 1 to Jul 31

NOT FOR CONSULTATION

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds.

Probability of Presence ( )

Each green bar represents the bird's relative probability of presence in your project's counties during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season ( )

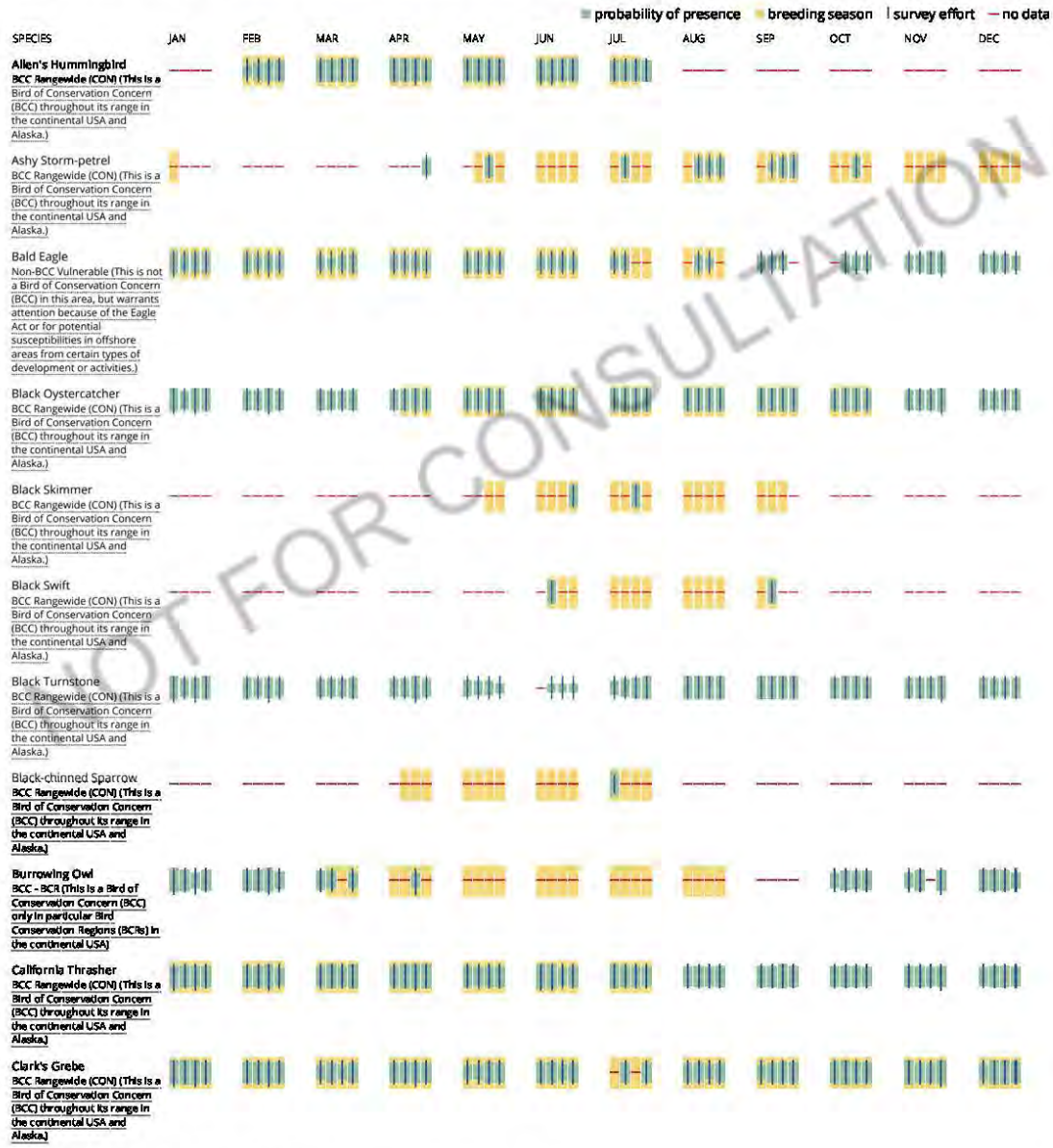
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the counties of your project area. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

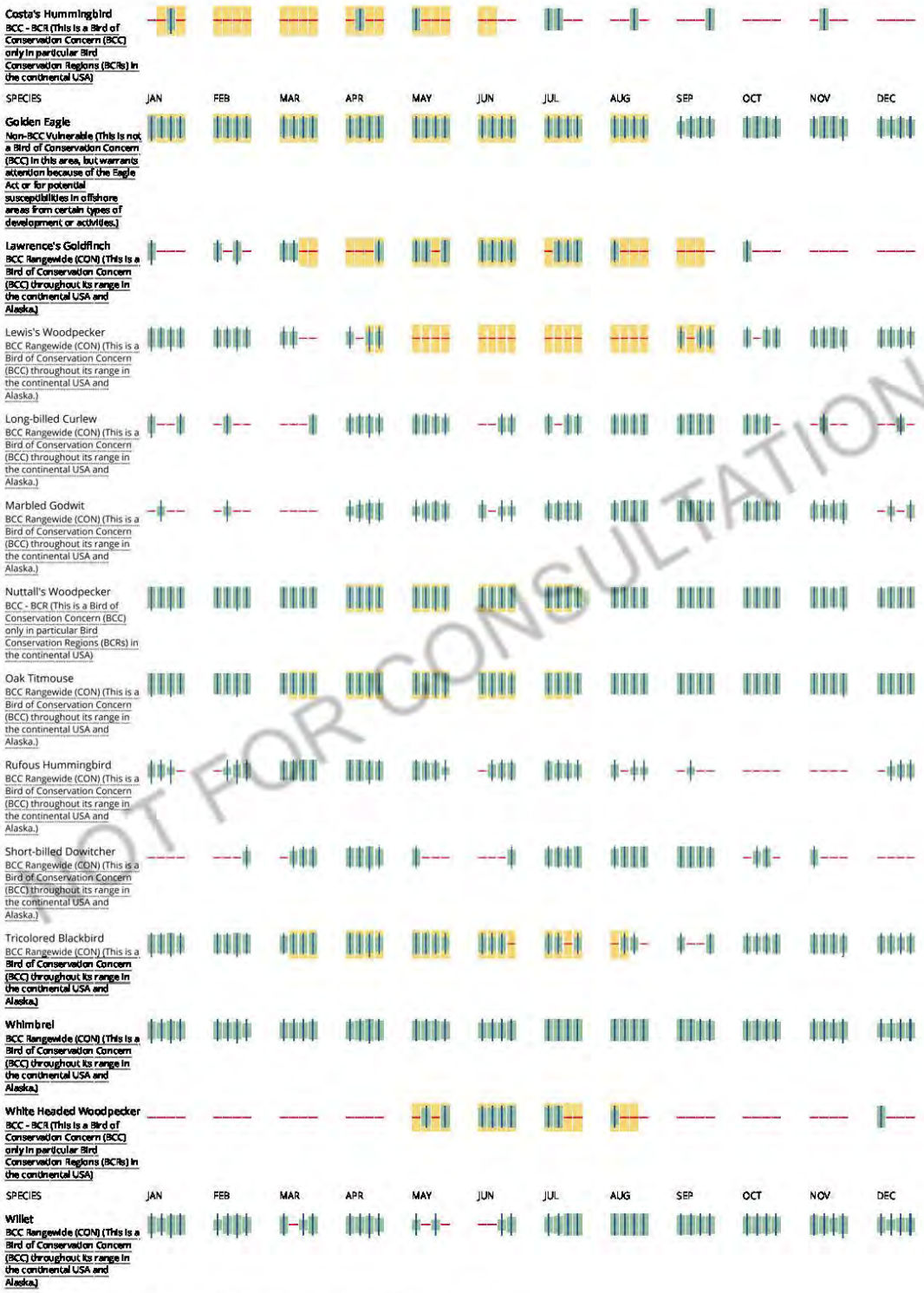
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information.



NOT FOR CONSULTATION



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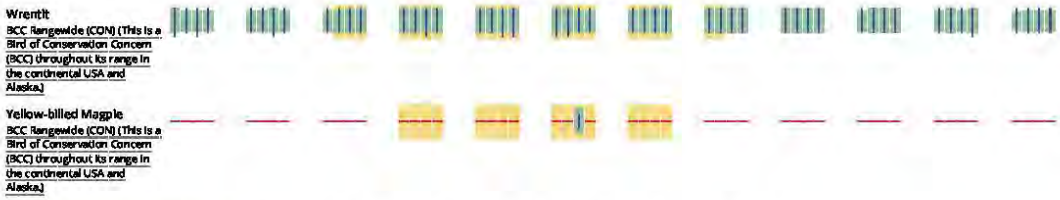

Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures and/or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the counties which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the E-bird Explore Data Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets .

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The The Cornell Lab of Ornithology All About Birds Bird Guide, or (if you are unsuccessful in locating the bird of interest there), the Cornell Lab of Ornithology Neotropical Birds guide. If a bird entry on your migratory bird species list indicates a breeding season, it is probable that the bird breeds in your project's counties at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize **migratory bird impacts and requirements for eagles, please see the FAQs for these topics.**

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the BGEPA should such impacts occur.

NOT FOR CONSULTATION

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

This location overlaps the following wetlands:

FRESHWATER POND
- PUSK

LAKE
- L1UBK
- L2USK
- L2USKx

RIVERINE
- R3USC

A full description for each wetland code can be found at the National Wetlands Inventory website: https://ecos.fws.gov/ipac/wetlands/decoder

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

NOT FOR CONSULTATION

APPENDIX EA-2

DRAFT FINDING OF NO SIGNIFICANT IMPACT

DRAFT FINDING OF NO SIGNIFICANT IMPACT

LAKE MENDOCINO MASTER PLAN
MENDOCINO COUNTY, CALIFORNIA

The U.S. Army Corps of Engineers, San Francisco District (Corps) has conducted an environmental analysis in accordance with the National Environmental Policy Act of 1969, as amended. The final Master Plan and Environmental Assessment (MP/EA) dated **(date to be added when finalized)**, for Lake Mendocino addresses updates to the existing master plan in Mendocino County, California.

The Final MP/EA, incorporated herein by reference, evaluated an action alternative that updates the land use classification system used in the master plan and make recommendations for future improvements to Lake Mendocino's facilities based on the updated land use classifications. The recommended plan is the proposed action, which includes:

- Adoption and implementation of the revised Lake Mendocino Master Plan. The proposed plan revises the 1977 plan currently in use by updating the land use classification system to be compliant with the master planning guidance in ER-1130-2-550.
- Updating existing inventories, management objectives, and development needs in light of the updated land use classification to provide a programmatic approach to the future management of Lake Mendocino.

In addition to a "no action" plan, one alternative (the proposed action) was evaluated. The alternative development process included the input of resource agencies, the public, local tribes and Lake Staff to update the management objectives and identify development needs for managing Lake Mendocino in the future.

For both alternatives, the potential effects were evaluated, as appropriate. A summary assessment of the potential effects of the recommended plan are listed in Table 1:

Table 1: Summary of Potential Effects of the Recommended Plan

	Insignificant effects	Insignificant effects as a result of mitigation*	Resource unaffected by action
Recreation and Aesthetics	☒	☐	☐
Air quality	☐	☐	☒
Aquatic resources/wetlands	☐	☐	☒
Invasive species	☒	☐	☐
Fish and wildlife habitat	☒	☐	☐
Threatened/Endangered species/critical habitat	☐	☐	☒
Historic properties	☐	☐	☒
Other cultural resources	☐	☐	☒
Floodplains	☐	☐	☒
Hazardous, toxic & radioactive waste	☐	☐	☒
Hydrology	☐	☐	☒
Land use	☐	☐	☒
Navigation	☐	☐	☒
Noise levels	☐	☐	☒
Public infrastructure	☐	☐	☒
Socio-economics	☐	☐	☒
Environmental justice	☐	☐	☒
Geology, Topography, Soils	☐	☐	☒
Tribal trust resources	☐	☐	☒
Water quality	☐	☐	☒
Climate change	☐	☐	☒
Transportation	☐	☐	☒
Safety	☒	☐	☐

All practicable and appropriate means to avoid or minimize adverse environmental effects were analyzed and incorporated into the recommended plan.

No compensatory mitigation is required as part of the recommended plan.

Public review of the draft MP/EA and FONSI was completed on **(date review period ended to be added)**. All comments submitted during the public review period were responded to in the Final MP/EA and FONSI. A 30-day state and agency review of the MP/EA was completed on **(date review period ended to be added)**

Pursuant to section 7 of the Endangered Species Act of 1973, as amended, the Corps of Engineers determined that the recommended plan will have no effect on federally listed species or their designated critical habitat.

Pursuant to section 106 of the National Historic Preservation Act of 1966, as amended, the U.S. Army Corps of Engineers determined that historic properties would not be adversely affected by the recommended plan. The SHPO concurred with the determination on **(Date of concurrence letter to be added)**.

All applicable environmental laws have been considered and coordination with appropriate agencies and officials has been completed.

All applicable laws, executive orders, regulations, and local government plans were considered in evaluation of alternatives. Based on this report, the reviews by other Federal, State and local agencies, Tribes, input of the public, and the review by my staff, it is my determination that the recommended plan would not cause significant adverse effects on the quality of the human environment; therefore, preparation of an Environmental Impact Statement is not required.

_____	_____
Date	Travis J. Rayfield LTC, EN, Corps of Engineers District Commander

Appendix C. South Boat Ramp Parking Lot Proposal

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LAKE MENDOCINO SOUTH RAMP BOAT LAUNCHING FACILITY FEASIBILITY REPORT

Existing Parking Area

Inundated Parking Area

United States Army Corps of Engineers
$1,400,000 Grant

SUMMARY

The Boating and Waterways Commission is being asked to consider a $1,400,000 (Harbors and Watercraft Revolving Fund) Boat Launching Facility (BLF) planning, design, and construction grant to the United States Army Corps of Engineers (Corps) to construct a new parking area that will provide 63 additional parking spaces for the Lake Mendocino South Ramp BLF.

Staff recommends that the Boating and Waterways Commission consent to the $1,400,000 Harbors and Watercraft Revolving Fund BLF planning, design, and construction grant ***with conditions*** to the United States Army Corps of Engineers for the project described in this March, 20, 2013 feasibility report.

GRANT APPLICANT AND PREVIOUS COMMISSION ACTION

Grant Applicant

The grant applicant for this project is the United States Army Corps of Engineers which owns and operates the Lake Mendocino South BLF.

Commission Site Visit

On Wednesday, February 13, 2013, Commissioner Banuelos of the California Boating and Waterways Commission visited the Lake Mendocino South BLF. The tour was hosted by Joshua Burkhead, Ranger; Carlos Hernandez, Civil Engineer; David Serafini, Maintenance Supervisor; and Marvin Horton, Mechanical Engineer. A DBW manager also participated in the site visit.

Previous Commission Action

Since 1973, the Boating and Waterways Commission has approved grants totaling $638,000 for the Lake Mendocino BLF's.

In FY 1973/74 the Commission approved a $150,000 grant to improve Lake Mendocino's North and South BLF's.

In FY 1990/91 the Commission approved a $338,000 grant to add another boat launching lane and construct restrooms at the North BLF.

In FY2010/11 the Commission approved a $200,000 grant to replace boarding floats at both the North and South BLF's. These boarding floats are scheduled to be installed by June 1, 2013.

GENERAL LOCATION AND AREA

Location

Lake Mendocino is located approximately five miles northeast of Ukiah, California in the middle of Mendocino County. From Ukiah, travel north on U.S. Highway 101, take the Lake Mendocino Drive exit and turn right on West Lake Mendocino Drive. Turn left at the stop light on North State Street, then turn right at the next stop light onto Lake Mendocino Drive which ends at the South BLF.

Area

Lake Mendocino is two hours north of the San Francisco Bay Area near the Gateway to the Redwoods. Approximately 30 miles from the Pacific Ocean, the topography is mountainous with dense vegetation. The closest alternate public boat launching facility to Lake Mendocino is over 30 miles away at Clear Lake.

History

In 1958, the Coyote Valley Dam, along the East Fork of the Russian River, was completed. The dam stopped the Russian River, flooding the Coyote Valley, creating Lake Mendocino. The Lake and Dam provide flood control, water conservation, hydroelectric power, and recreational facilities.

Uses

Lake Mendocino is a heavily used and very popular recreational area. Annual visitation is over 500,000, mainly from San Francisco, Marin, Sonoma, Mendocino, and Lake Counties. The Lake has many amenities including: day use areas, over 300 campsites (including several boat-in locations), disc golf, hiking, water-skiing, kayaking, sailing, jet-skiing, windsurfing, fishing, and swimming. The South Ramp BLF is one of two BLF's on Lake Mendocino.

Existing Conditions

The existing South BLF was originally constructed in the 1970's, and includes a three-lane boat launching ramp, boarding float, restroom, and parking area. The parking area was constructed lower in elevation than the top of the boat launching ramp.

In 2010, as a result of increased water demands, the Sonoma County Water Agency chose to raise the normal pool elevation of the Lake. This has caused inundation of the parking area each year during the summer recreation season as well as during high rain and water run-off events during the winter.

During these high water events, the Corps is forced to close the South BLF, leaving the North BLF the only public access to the Lake. Due to the Lakes popularity, the North BLF has experienced overuse and the high quantity of boats at the single location has led to unsafe conditions for boat launching and retrieval.

Lake Mendocino South BLF *(source: Google Earth)*

PROJECT DESCRIPTION

Scope

The project proposed for Commission consent is itemized below. A preliminary site plan is included on page 7 of this report.

Parking Area Construction Excavation, grading, and drainage to create parking areas for 48 vehicle-trailer parking spaces (including 3 accessible) and 10 single-vehicle spaces (including 2 accessible), application of asphalt base to the new proposed parking area, and paving and striping as funding allows.

Overhead Utilities Underground existing overhead power and dry utility lines as necessary.

Accessible Walkways and Curbing Construct accessible walkways from the accessible parking spaces to the top of the existing launch ramp and restroom.

Restroom Code Upgrade Improve the existing restroom to meet current accessibility and building code requirements.

Signage Add new parking area signage, including a concrete project credit sign giving credit to the Department of Boating and Waterways for funding the project and the United States Army Corps of Engineers for operating and maintaining the facility.

Cost Estimate

The total estimated project construction cost as currently proposed is $1,400,000. The design and construction of this project will be fully funded through this proposed DBW grant. See Table 1 for the project cost estimate. This estimate includes a construction contingency of 10% for any unforeseen overages that may occur during the construction process affecting the Commission approved scope items noted above.

Table 1: Lake Mendocino BLF Project Cost Estimate		
CONSTRUCTION COSTS		
Mobilization / Demobilization	$	37,625
Demolition		119,925
Parking Area Construction		813,500
Overhead Utilities		62,500
Accessible Walkways and Curbing		3,875
Restroom Code Upgrades		15,000
Signage		8,000
Construction Subtotal	**$**	**1,060,425**
NON-CONSTRUCTION COSTS		
Escalation 5%	$	53,260
Engineering 12%		127,251
Contingency 10%		106,043
Inspection 5%		53,021
Permits 3%		-
Non-Construction Subtotal	**$**	**339,575**
TOTAL ESTIMATED PROJECT COSTS	**$**	**1,400,000**

Project Status

A preliminary site plan and cost estimate have been prepared.

Timeline

If approved, the Corps estimates construction will be complete by May 1, 2015.

Engineering Feasibility

There are no particularly difficult or unusual problems associated with the proposed project.

Environmental Impact and Permits

A NEPA (National Environmental Policy Act) or CEQA (California Environmental Quality Act) document has not been completed. The Corps believes the project may also require an EIR. If so, it estimates completion within six months of approval of this grant request. Per the Corps, construction it does on its own Federal land will not require acquisition of permits. DBW grant funds are not eligible for reimbursement of costs associated with completion of CEQA/NEPA or EIR requirements.

Staff recommends that project approval be contingent on the Corps' completion of all necessary environmental requirements EIR/CEQA/NEPA by May 1, 2014 and that no funds be advanced to the Corps until this requirement is met.

PROJECT METRICS

Annual Launches

Current. Based on the Corps' estimates, there are currently 5,172 launches a year at the South BLF.

Future. The Corps estimates that the annual number of boat launchings at the improved facility will be approximately 6,200 an increase of 20 percent.

Annual User Days

Current. Based on the California Boating Needs Assessment study published in 2002, the Lake Mendocino average for number of users per boat is 3.87, therefore the current estimated annual number of user days is approximately 20,000 (current annual launches * user per boat).

Future. DBW estimates that the annual user days for this facility this will increase by 20 percent to approximately 24,000 annual user days.

User Day Value

Current. The Boating Needs Assessment Study estimated a base user day value. This value, adjusted for CPI is currently $23.83 per user. The total current annual user day value for this facility is approximately $477,000 (user day value * annual user days).

Future. DBW estimates that the total annual user day value will increase after the improvements are constructed by $95,000, or 20 percent, to $572,000 ($23.34 * annual user days).

Benefit-Cost Ratio

A common method in the analysis of investments is to establish net present value of the benefits and costs associated with a project. If the Benefit/Cost ratio exceeds "1" then the investment, weighed against available investment alternatives, is worthy of consideration from a financial perspective. The results of this analysis are as follows:

Benefit. The Net Present Value of the total annual user day value for the 20 year agreement period is estimated to be $1,669,000 million.

Cost. Total project grant amount proposed is $1,400,000. The current annual facility cost is $17,000, and the projected cost is $20,200. The Net Present Value of the grant and the accumulated annual difference in facility cost between making the improvement versus not making the improvement is $1,476,000.

Ratio. The Benefit-Cost Ratio is 1.13.

User Fees. There is a $3.00 boat launching fee.

CONCLUSION

The Department's analysis indicates that this project, as proposed, makes needed improvements, is feasible from an engineering perspective, is cost effective, and increases public access.

RECOMMENDATION

Staff recommends that the Boating and Waterways Commission consent to a $1,400,000 (Harbors and Watercraft Revolving Fund) planning, design, and construction grant ***with conditions*** to the United States Army Corps of Engineers for improvements *described in this March 20, 2013 Feasibility Report*.

Conditions:

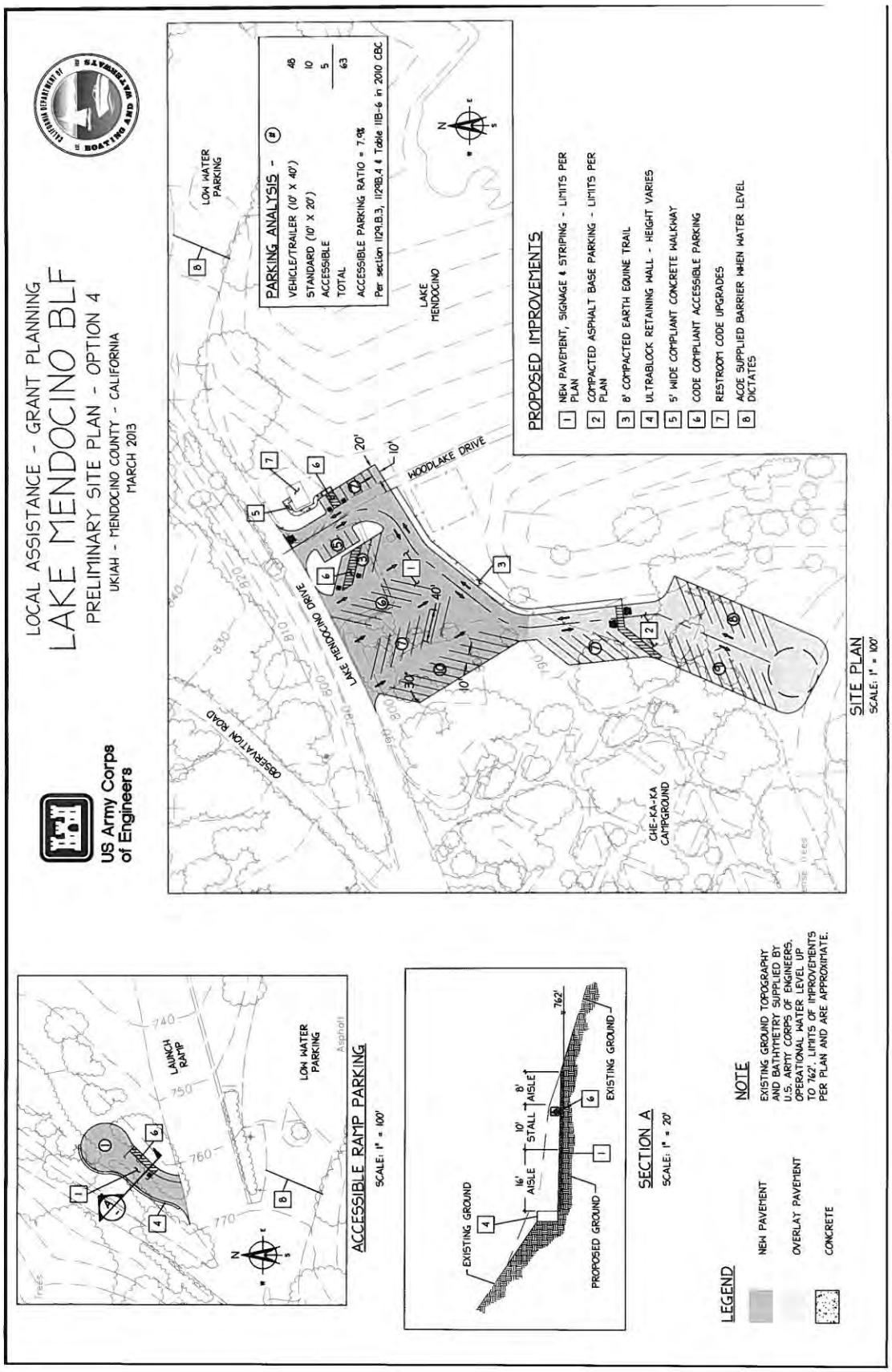
Prior to disbursement of any grant funds, the Corps must complete CEQA/NEPA.

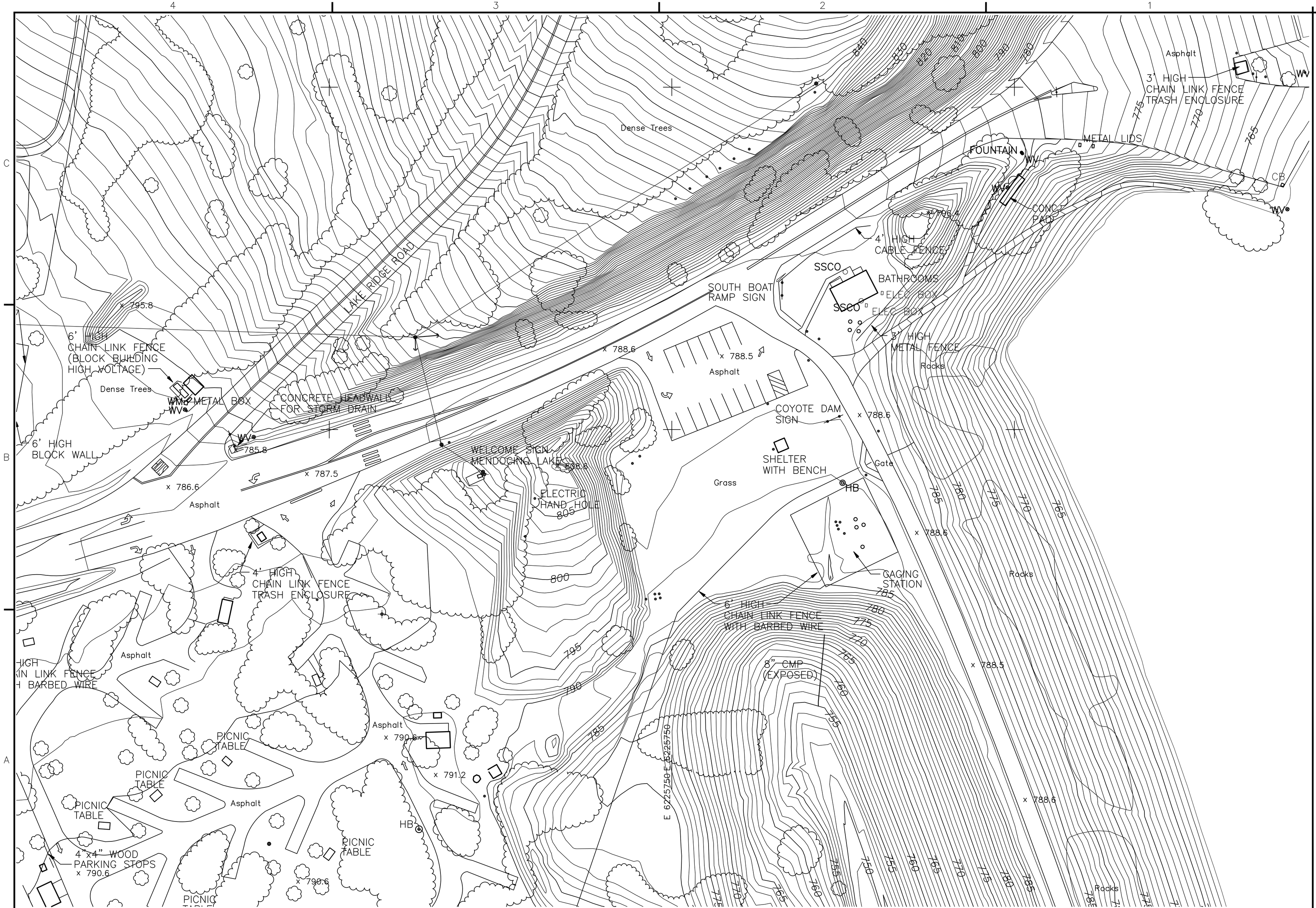
Prior to disbursement of any grant funds, the Corps must complete the DBW grant project funded in FY2010/11 and receive acceptance of the project as complete by DBW.

If the above conditions are not met by May 1, 2014, funds for this project shall revert to the Harbors and Watercraft Revolving Fund.

PROPOSED MOTION

The Commission approves the $1.4 million grant with conditions to the United States Army Corps of Engineers for the *proposed project described in this March 20, 2013 Feasibility Report.*


LOCAL ASSISTANCE - GRANT PLANNING
LAKE MENDOCINO BLF
PRELIMINARY SITE PLAN - OPTION 4
UKIAH - MENDOCINO COUNTY - CALIFORNIA
MARCH 2013
US Army Corps of Engineers
PARKING ANALYSIS - (#)
VEHICLE/TRAILER (10' X 40') 48
STANDARD (10' X 20') 10
ACCESSIBLE 5
TOTAL 63
ACCESSIBLE PARKING RATIO = 7.9%
Per section 1129.B.3, 1129B.4 & Table 11B-6 in 2010 CBC
PROPOSED IMPROVEMENTS
1 NEW PAVEMENT, SIGNAGE & STRIPING - LIMITS PER PLAN
2 COMPACTED ASPHALT BASE PARKING - LIMITS PER PLAN
3 8' COMPACTED EARTH EQUINE TRAIL
4 ULTRABLOCK RETAINING WALL - HEIGHT VARIES
5 5' WIDE COMPLIANT CONCRETE WALKWAY
6 CODE COMPLIANT ACCESSIBLE PARKING
7 RESTROOM CODE UPGRADES
8 ACOE SUPPLIED BARRIER WHEN WATER LEVEL DICTATES
LOW WATER PARKING
LAKE MENDOCINO
WOODLAKE DRIVE
LAKE MENDOCINO DRIVE
OBSERVATION ROAD
CHE-KA-KA CAMPGROUND
SITE PLAN
SCALE: 1" = 100'
LAUNCH RAMP
LOW WATER PARKING
ACCESSIBLE RAMP PARKING
SCALE: 1" = 100'
EXISTING GROUND
16' AISLE
10' STALL
8' AISLE
762'
PROPOSED GROUND
SECTION A
SCALE: 1" = 20'
NOTE
EXISTING GROUND TOPOGRAPHY AND BATHYMETRY SUPPLIED BY U.S. ARMY CORPS OF ENGINEERS, OPERATIONAL WATER LEVEL UP TO 762', LIMITS OF IMPROVEMENTS PER PLAN AND ARE APPROXIMATE.
LEGEND
NEW PAVEMENT
OVERLAY PAVEMENT
CONCRETE



C:\Users\L3ET9ZWT\Desktop\Lake Meno South Boat Ramp Parking Lot\AutoCAD\Survey Data\Aerial - CAD\ CVD South Boat Ramp Parking_Survey Contours.dwg 27 Feb 2015 - 10:52am

US Army Corps of Engineers
San Francisco District
1455 Market Street
San Francisco, CA 94103

USACE DESIGN

Mark	Description	Date	Appr.

DESIGNED BY: | CHECKED BY: | DRAWN BY:
DATE: | SHEET NO. | DRAWING NO. | XXX
PHOTOGRAMMETRY SUMMER 2010 | OF

PREPARED UNDER THE DIRECTION OF
JOHN MORROW
LT. COLONEL, U.S.A.C.E., DISTRICT COMMANDER

SUBMITTED:
JOHN MAY
707-431-4566
Chief, Operations Technical Support Office
APPROVAL RECOMMENDED:
CHRISTOPHER R. ROSNACK, P.E.
707-431-4550,
christopher.r.rosnack@usace.army.mil
Chief, Engineering Branch
APPROVED:
MICHAEL A. DILLABOUGH
415-503-6770

MENDOCINO COUNTY CALIFORNIA

CVD SOUTH BOAT RAMP PARKING
LAKE MENDOCINO, CA

Sheet reference number

US Army Corps of Engineers

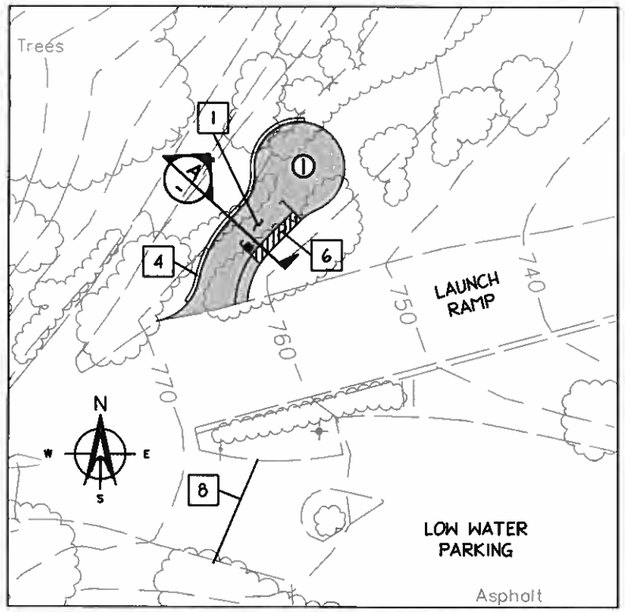
LOCAL ASSISTANCE - GRANT PLANNING

LAKE MENDOCINO BLF

PRELIMINARY SITE PLAN - OPTION 4

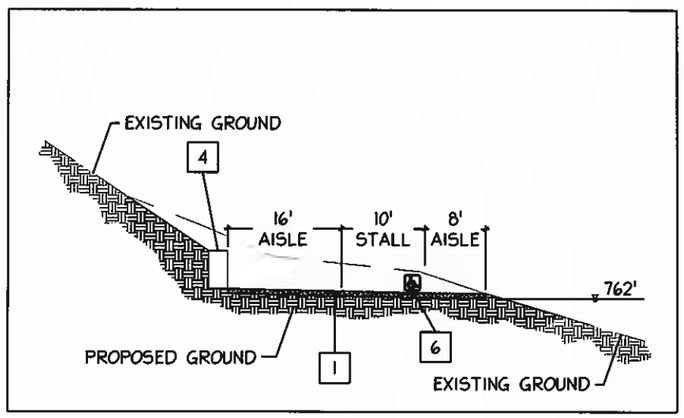
UKIAH - MENDOCINO COUNTY - CALIFORNIA

MARCH 2013



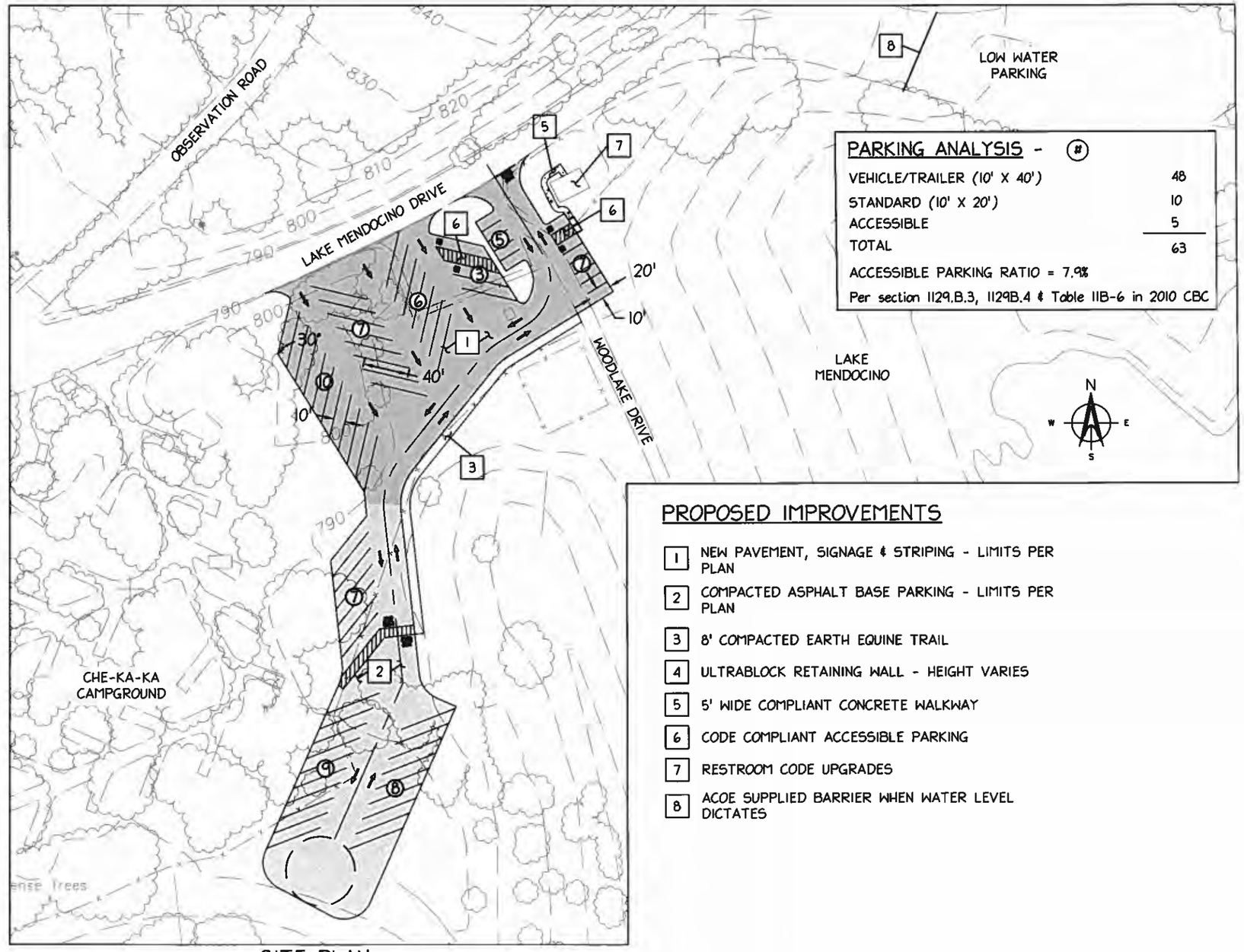
ACCESSIBLE RAMP PARKING

SCALE: 1" = 100'



SECTION A

SCALE: 1" = 20'



SITE PLAN

SCALE: 1" = 100'

PARKING ANALYSIS - (#)

VEHICLE/TRAILER (10' X 40')	48
STANDARD (10' X 20')	10
ACCESSIBLE	5
TOTAL	63

ACCESSIBLE PARKING RATIO = 7.9%

Per section 1129.B.3, 1129B.4 & Table 11B-6 in 2010 CBC

PROPOSED IMPROVEMENTS

1. NEW PAVEMENT, SIGNAGE & STRIPING - LIMITS PER PLAN
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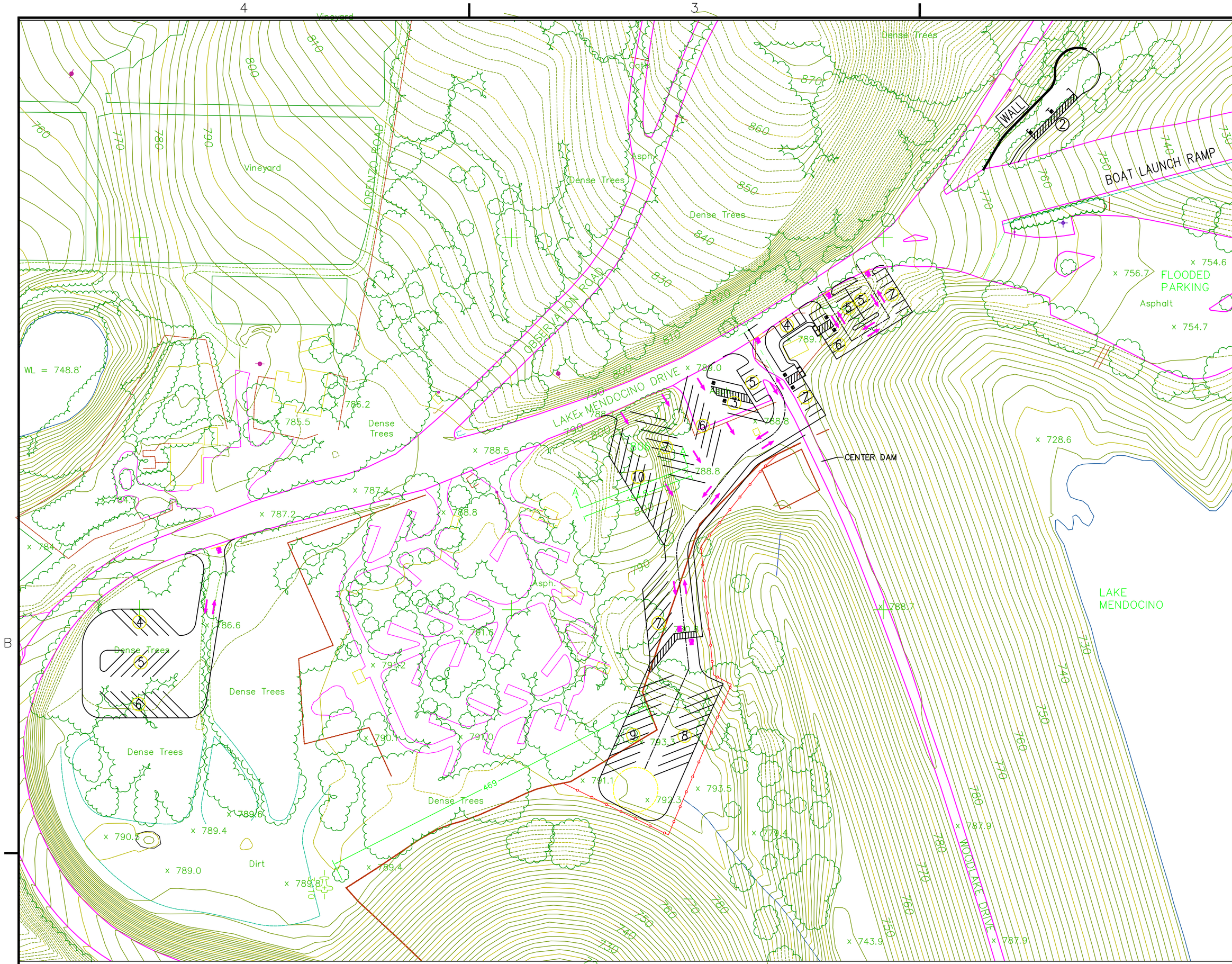
4. ULTRABLOCK RETAINING WALL - HEIGHT VARIES
5. 5' WIDE COMPLIANT CONCRETE WALKWAY
6. CODE COMPLIANT ACCESSIBLE PARKING
7. RESTROOM CODE UPGRADES
8. ACOE SUPPLIED BARRIER WHEN WATER LEVEL DICTATES

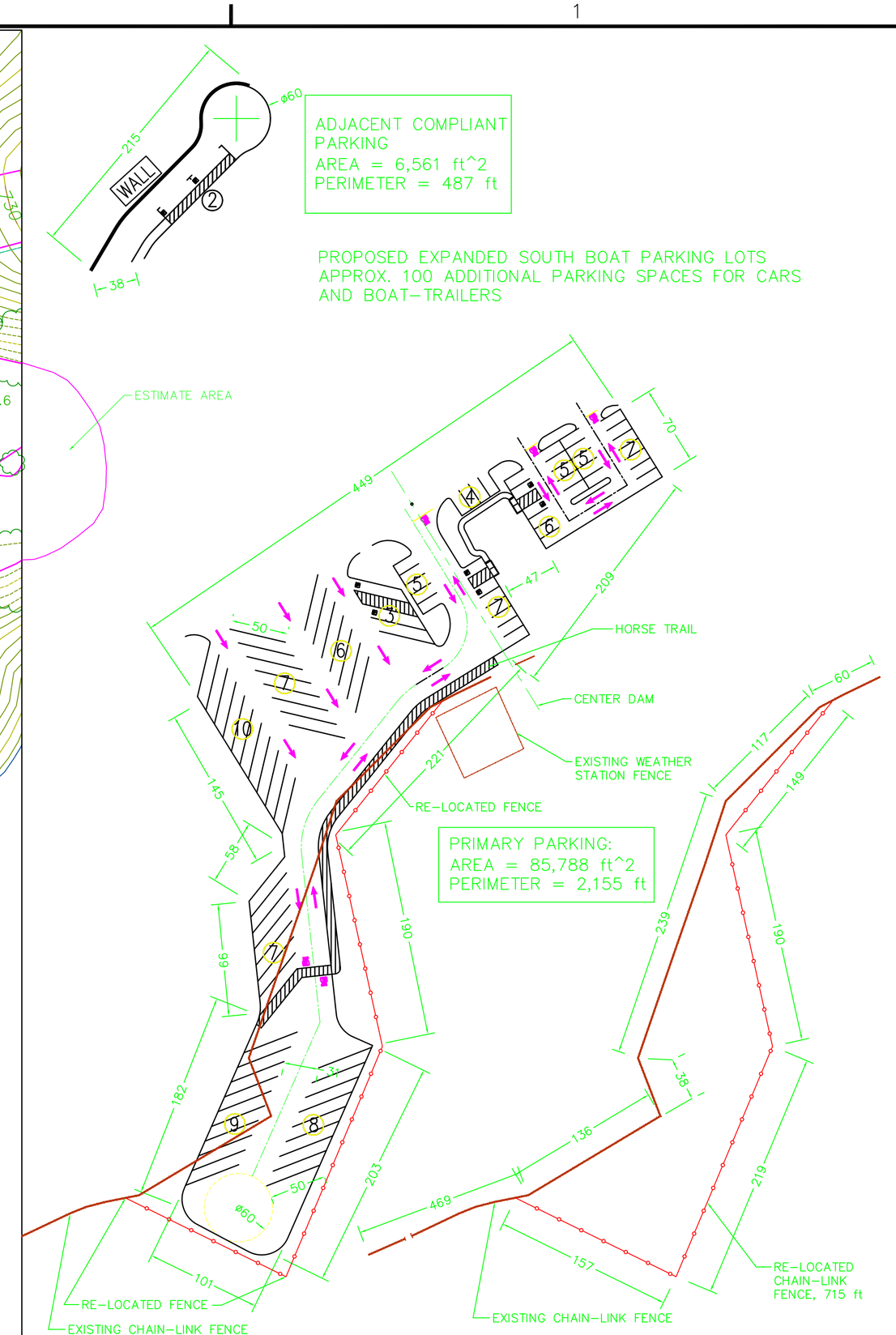
LEGEND

- NEW PAVEMENT
- OVERLAY PAVEMENT
- CONCRETE

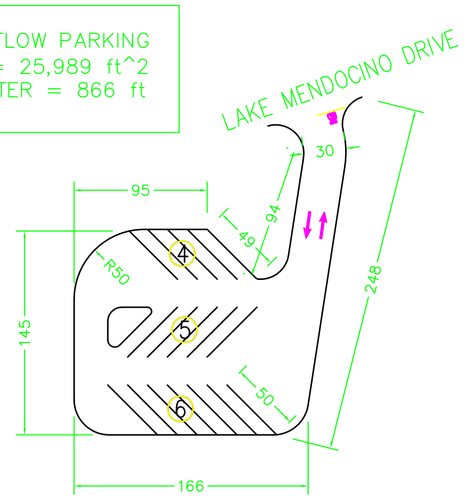
NOTE

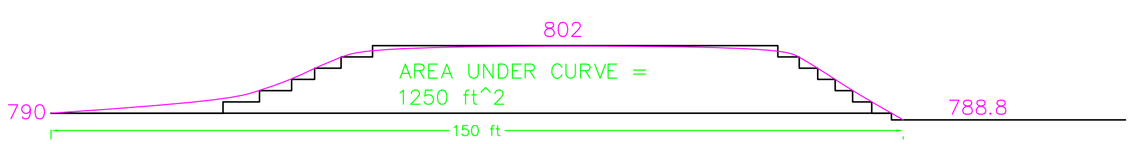
EXISTING GROUND TOPOGRAPHY AND BATHYMETRY SUPPLIED BY U.S. ARMY CORPS OF ENGINEERS. OPERATIONAL WATER LEVEL UP TO 762'. LIMITS OF IMPROVEMENTS PER PLAN AND ARE APPROXIMATE.





OVER-FLOW PARKING
AREA = 25,989 ft^2
PERIMETER = 866 ft





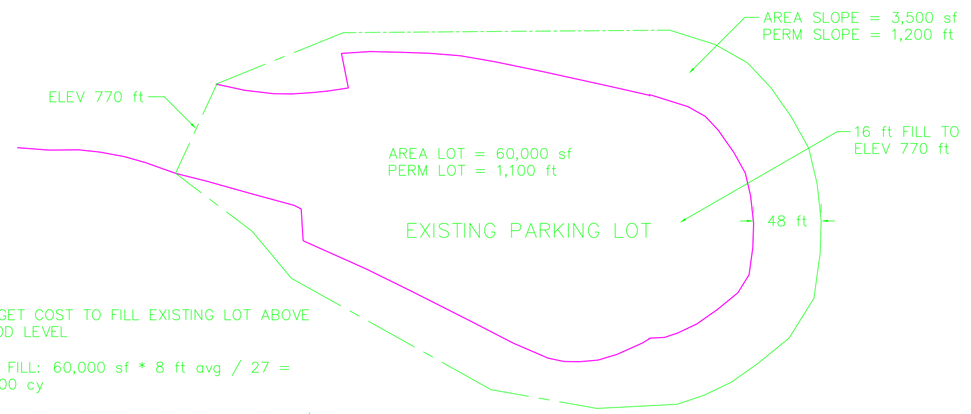
AREA UNDER CURVE = 1250 ft^2

ELEVATION SECTION A-A
SCALE x 4

AREA = 1250 ft^2; THIS TOPO, CONTOURS @ 2'
@ 150 ft LEN,:: VOL = 1250 * 150 / 27 = 6,900 cy

FROM TOPO-MAP: ELEV 808 TO 791 @ 1' CONTOURS = 181,598 ft^2 * 1 ft / 27 =6,700 cy

ALTERNATIVE TO RAISE EXISTING PARKING LOT



BUDGET COST TO FILL EXISTING LOT ABOVE FLOOD LEVEL

SOIL FILL: 60,000 sf * 8 ft avg / 27 = 18,000 cy

EMBANKMENT SLOPE = 35,000 st * 8 ft / 27 = 10,500 cy

SOIL FILL: $3 LOAD + $8 HAUL + $5 COMPACT = 16 $/cy

RAISE LOT ELEV TO 770 ft: (18,000 cy + 10,500 cy) * 16 $/cy = $456,000

PLANT-MIX ASPHALT PAVING, 3": 15 $/sy
60,000 sf / 9 sf/sy * 15 $/sy = $100,000

BUDGET: $456,000 + $100,000 + $4000 MISC = $560,000

US Army Corps of Engineers
San Francisco District
1455 Market Street
San Francisco, CA 94103

USACE DESIGN
BESTORS ENGR.
KEVIN NELSON
CALIFORNIA BOAT & WATERWAYS

Mark	Description	Date	Appr.
1	PROPOSED TO RAISE EXISTING LOT	12 FEB 13	MRH

DESIGNED BY: M.R. HORTON		CHECKED BY: CRH	DRAWN BY: MRH
DATE: 30 MAY 11	SHEET NO. 1 OF 1	CVD S-BOAT PARK1-01	00	0	000

SUBMITTED:
Chief, Civil Design Section

APPROVAL RECOMMENDED:
Chief, Engineering Branch

APPROVED:
Chief, Engineering & Technical Services Division

PREPARED UNDER THE DIRECTION OF
TORREY'A. A. DICIRO, P.E.
LT. COLONEL, C.E., DISTRICT COMMANDER

MENDOCINO COUNTY CALIFORNIA

CVD SOUTH-BOAT RAMP PARKING SITE LAYOUT & ROAD LAKE MENDOCINO, CA

USACE DWG.
CVD S-BOAT PARK1-01
30 MAY 11

PLAN VIEW

City of Ukiah

May 1, 2019

Congressman Jared Huffman
559 Low Gap Road
Ukiah, CA 95482

United States Army Corps of Engineers
441 G Street NW
Washington, CD 20314-1000

Re: Master Plan and Environmental Assessment for Lake Mendocino and Coyote Valley Dam

Dear Congressman Huffman,

On behalf of the Ukiah City Council, I would like to express my support of the Master Plan and Environmental Assessment for Lake Mendocino and Coyote Valley Dam and urge the Federal Government to identify and allocate resources to support the implementation of this Plan.

Lake Mendocino is a valuable recreational and economic resource for our community, and the Draft Lake Mendocino Master Plan (Master Plan) Revised 2019 provides the U.S. Army Corps of Engineers (USACE) a vision and direction to manage Lake Mendocino and its resources.

The Master Plan makes recommendations for future improvements to Lake Mendocino's facilities based on the land use classifications. It provides guidance to balance recreation opportunities, flood risk management, and the preservation of natural and cultural resources for current and future generations.

The Ukiah City Council is concerned that no funding mechanism is identified with which to implement the improvements recommended in the Master Plan.

Therefore, we encourage you to work with the Federal Government to develop a sustainable funding mechanism to implement and maintain the recommended improvements for Lake Mendocino and Coyote Valley Dam.

Sincerely,

Maureen Mulheren
Mayor

Cc: Mendocino County Board of Supervisors
Assembly Member Wood
Senator McGuire
Ukiah USACE Office

300 Seminary Avenue • Ukiah • CA • 95482-5400
Phone: (707)463-6200 · Fax: (707)463-6204 ·www.cityofukiah.com

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH SUPPORTING THE ADOPTION OF THE MASTER PLAN AND ENVIRONMENTAL ASSESSMENT FOR LAKE MENDOCINO AND COYOTE VALLEY DAM AND URGING FEDERAL SUPPORT AND ALLOCATION OF RESOURCES

WHEREAS, the City Council, on October 4, 2017, authorized a letter to Congressman Huffman and the United States Army Corps of Engineers expressing concern regarding the reduction of services and the threat of recreational closures at Lake Mendocino; and

WHEREAS, Lake Mendocino is a valuable recreational and economic resource for our community; and

WHEREAS, the Draft Lake Mendocino Master Plan (Master Plan) Revised 2019 provides the U.S. Army Corps of Engineers (USACE) a vision and direction to manage Lake Mendocino and its resources; and

WHEREAS, this revision to the 1977 Master Plan and the associated Environmental Assessment (EA) describe the existing conditions at Lake Mendocino and identify recreational opportunities and measures to preserve and protect natural and cultural resources; and

WHEREAS, the Master Plan makes recommendations for future improvements to Lake Mendocino's facilities based on the land use classifications. It provides guidance to balance recreation opportunities, flood risk management, and the preservation of natural and cultural resources for current and future generations.

WHEREAS, no funding mechanism is identified with which to implement the improvements recommended in the Master Plan;

NOW, THEREFORE, IT IS HEREBY RESOLVED, the City of Ukiah supports the Master Plan and Environmental Assessment for Lake Mendocino and Coyote Valley Dam and urges the Federal Government to identify and allocate resources to support the implementation of this Plan.

PASSED AND ADOPTED this ___ day of _____, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Maureen Mulheren, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

Agenda Item No.: 13c

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-680-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Consideration of and Authorization for the Mayor to Sign a Letter of Support for AB 437, the Move-in Loan Program.

DEPARTMENT: Community Development **PREPARED BY:** Craig Schlatter

ATTACHMENTS:

Attachment 1- 2018 HCD income limits

Attachment 2- Fact Sheet AB 437 -4.15.19

Attachment 3- AB 437 letter of support

Summary: The Council will consider authorizing the Mayor to sign a letter of support for Assemblymember Jim Wood's bill AB 437, the "Move-in Loan Program."

Background: AB 437 would create a loan program, the "Move-In Loan Program," to pay for the move-in costs for renters with gross annual incomes up to 100% of the area median income. In Ukiah (Mendocino County), for a family of four, this amount would be $60,600 (see Attachment 1). The Program would be administered by the Department of Housing and Community Development (HCD) and operated through non-profit organizations, which would provide no-interest loans to eligible applicants to pay for all or a portion of the security deposit and first month's rent for a rental dwelling unit.

Recent data collected through the updating of the City of Ukiah's Housing Element show that 53% of Ukiah

RECOMMENDED ACTION: Authorize the Mayor to sign a letter of support to Assemblymember Jim Wood for AB 437, the Move-in Loan Program.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

Approved: Sage Sangiacomo, City Manager

renter households are paying more than 30% of their gross annual income towards rental expenses. Of these households, the City's most vulnerable renters are experiencing the highest incidence of cost burden with 69% of extremely low-income households, 80% of very low-income renters, and 70% of low-income renters overpaying for housing.

Discussion: AB 437 (fact sheet in Attachment 2) would provide financial assistance through a loan to individuals with incomes at or below median income for Mendocino County for start-up costs such as security deposits, or first and last month's rental payments required by landlords in order to obtain an apartment lease. This could assist both moderate and lower-income households in accessing housing opportunities in Ukiah. The Move-In Loan Program could also provide greater accessibility to housing for homeless, no-income individuals.

Staff is recommending that the Council review and consider authorizing a letter in support of AB 437 (Attachment 3).

2

County	Income Category	Number of Persons in Household							
		1	2	3	4	5	6	7	8
Last page instructs how to use income limits to determine applicant eligibility and calculate affordable housing cost and rent									
Lake County	Extremely Low	12600	16460	20780	25100	29420	33740	37140	39550
4-Person	Very Low Income	21000	24000	27000	29950	32350	34750	37150	39550
Area Median Income:	Low Income	33550	38350	43150	47900	51750	55600	59400	63250
$59,900	**Median Income**	41950	47900	53900	**59900**	64700	69500	74300	79050
	Moderate Income	50350	57500	64700	71900	77650	83400	89150	94900
Lassen County	Extremely Low	14600	16650	20780	25100	29420	33740	38060	42380
4-Person	Very Low Income	24300	27800	31250	34700	37500	40300	43050	45850
Area Median Income:	Low Income	38850	44400	49950	55500	59950	64400	68850	73300
$69,400	**Median Income**	48600	55500	62450	**69400**	74950	80500	86050	91600
	Moderate Income	58300	66650	74950	83300	89950	96650	103300	109950
Los Angeles County	Extremely Low	20350	23250	26150	29050	31400	33740	38060	42380
4-Person	Very Low Income	33950	38800	43650	48450	52350	56250	60100	64000
Area Median Income:	Low Income	54250	62000	69750	77500	83700	89900	96100	102300
$69,300	**Median Income**	48500	55450	62350	**69300**	74850	80400	85950	91500
	Moderate Income	58200	66500	74850	83150	89800	96450	103100	109750
Madera County	Extremely Low	12600	16460	20780	25100	29420	33740	37140	39550
4-Person	Very Low Income	21000	24000	27000	29950	32350	34750	37150	39550
Area Median Income:	Low Income	33550	38350	43150	47900	51750	55600	59400	63250
$59,900	**Median Income**	41950	47900	53900	**59900**	64700	69500	74300	79050
	Moderate Income	50350	57500	64700	71900	77650	83400	89150	94900
Marin County	Extremely Low	30800	35200	39600	44000	47550	51050	54600	58100
4-Person	Very Low Income	51350	58650	66000	73300	79200	85050	90900	96800
Area Median Income:	Low Income	82200	93950	105700	117400	126800	136200	145600	155000
$118,400	**Median Income**	82900	94700	106550	**118400**	127850	137350	146800	156300
	Moderate Income	99450	113700	127900	142100	153450	164850	176200	187550
Mariposa County	Extremely Low	13800	16460	20780	25100	29420	33740	38060	42380
4-Person	Very Low Income	22950	26200	29500	32750	35400	38000	40650	43250
Area Median Income:	Low Income	36700	41950	47200	52400	56600	60800	65000	69200
$65,500	**Median Income**	45850	52400	58950	**65500**	70750	76000	81200	86450
	Moderate Income	55000	62900	70750	78600	84900	91200	97450	103750
Mendocino County	Extremely Low	12800	16460	20780	25100	29420	33740	37600	40200
4-Person	Very Low Income	21350	24400	27450	30450	32900	35350	37800	40200
Area Median Income:	Low Income	34100	39000	43850	48700	52600	56500	60400	64300
$60,600	**Median Income**	42400	48500	54550	**60600**	65450	70300	75150	80000
	Moderate Income	50900	58150	65450	72700	78500	84350	90150	95950
Merced County	Extremely Low	12600	16460	20780	25100	29420	33740	37140	39550
4-Person	Very Low Income	21000	24000	27000	29950	32350	34750	37150	39550
Area Median Income:	Low Income	33550	38350	43150	47900	51750	55600	59400	63250
$59,900	**Median Income**	41950	47900	53900	**59900**	64700	69500	74300	79050
	Moderate Income	50350	57500	64700	71900	77650	83400	89150	94900

Assembly Bill 437 – Move-In Loan Program
Assemblymember Jim Wood

EXISTING LAW

Under current law, there are financial assistance programs to aid with the initial cost associated with buying a home, such as the down payment, however, similar startup assistance programs do not currently exist for renters.

BACKGROUND

By 2025, California will need to generate 180,000 new homes in order to keep up with housing demands and population growth. The rising demand for more available housing is coupled with the need to make housing more affordable.

In recent years, there has been a shift in housing needs that has resulted in more individuals and families renting rather than buying homes. According to a 2018 report by the Public Policy Institute of California, 53.6% of Californian's owned homes in 2016 compared with 64.3% nationally.

Driven by the increase in demand for rental units, rental costs throughout the state have also seen steady increases in recent years. Currently, the median cost of rent ranges from $1,095/month to as much as $4,300/month in urban regions like San Francisco. These rising rent cost leave Californians in the median area income level and below heavily burdened by rent payments every month.

Affordable housing requires that the amount of income spent on housing, whether rent or mortgage payments, does not exceed 30% of an individual or family's income. Reports have shown that 41.5% of median income earners and 80.4% of low and very low income earners pay more than 30% of their income on rent. The burden of high rent coupled with the high cost of health care and living, leaves little income available for many to afford the initial cost associated with securing rental housing and/or saving to buy a home in California.

The California Housing Finance Agency (CalHFA) currently has programs in place in order to assist individuals and families become home owners, however, with an increased number of renters in California there is also a need for similar assistance for renters.

BILL SUMMARY

AB 437 will create a loan program that would serve a population of individuals that can finance the month to month cost of renting, but struggle to come up with the start-up costs such as security deposits, or first and last month's rent that is required by many landlords in order to obtain an apartment lease. These loans would be available for individuals who meet the following criteria: 1) Their income falls at the average median or lower income for a given region and 2) they can provide proof that they can afford the month to month costs of secured rental housing.

SUPPORT

California Apartment Association
City of Santa Monica

STATUS

Amended in Assembly

FOR MORE INFORMATION

Contact:
Marissa Kraynak
(916) 319-2097
Marissa.kraynak@asm.ca.gov

City of Ukiah

May 1, 2019

The Honorable Jim Wood
Member, California State Assembly
State Capitol, Room 6005
P.O. Box 942849
Sacramento, CA 94249-0002

Re: AB 437 (Wood) Move-In Loan Program- NOTICE OF SUPPORT

Dear Assemblymember Wood,

The City of Ukiah supports your AB 437, the Move-In Loan Program. This measure would assist renters with much needed financial assistance for rental security deposits and other move-in rental expenses, thereby removing a barrier to Ukiah households accessing affordable housing. It may also be an important step toward preventing homelessness and the devastating cycle created by it.

Recent data collected through the updating of the City of Ukiah's Housing Element shows that 53% of Ukiah renter households are paying more than 30% of their gross annual income towards rental expenses. Of these households, the City's most vulnerable renters are experiencing the highest incidence of cost burden with 69% of extremely low-income households, 80% of very low-income renters, and 70% of low-income renters overpaying for housing. Coupled with a rental vacancy rate of 2.8% citywide and escalating rental costs, Ukiah's low- and no-income renters face difficulty in accessing safe and affordable housing options.

AB 437 would provide financial assistance through a loan to individuals with incomes at or below median income for Mendocino County for start-up costs such as security deposits, or first and last month's rental payments required by many landlords in order to obtain an apartment lease. This could assist both moderate and lower-income households in accessing housing opportunities in Ukiah. The Program could also provide greater accessibility to housing for homeless, no-income individuals.

For these reasons, the City of Ukiah **supports** AB 437.

Sincerely,

Maureen "Mo" Mulheren
Mayor
City of Ukiah

300 Seminary Avenue • Ukiah • CA • 95482-5400
Phone: (707)463-6200 · Fax: (707)463-6204 · www.cityofukiah.com

Agenda Item No.: 13d

MEETING DATE/TIME: 5/1/2019

PEAK ITEM NO: COU-324-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).

DEPARTMENT: City Council **PREPARED BY:** Kristine Lawler

ATTACHMENTS:

Attachment 1 - 2019 City Council Special Assignments & Ad Hocs

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment #1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

RECOMMENDED ACTION: Receive report(s). The Council may also consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Mulheren

Approved: Sage Sangiacomo, City Manager

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Disaster Council	Shall meet a minimum of twice a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Emergency Management Coordinator 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	**Mulheren** **Orozco- Alternate**	**Tami Bartolomei,** Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	**Brown** **Mulheren- Alternate**	**Rick Seanor,** Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	**Orozco** **Brown- Alternate**	**Sean White,** Director of Water Resources; 463-5712 swhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers	Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	**Brown** **Scalmanini- Alternate**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena	Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	**Mulheren** **Brown- Alternate**	**Rick Seanor**, Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport	Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	**Bartolomei** (appointed 12/19/18)	**Tami Bartolomei,** Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced	419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	**Mayor**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall	Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	**Mulheren** **Brown- Alternate**	**Rick Seanor**, Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA	County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	**Crane** **Mulheren- Alternate**	**Sean White,** Director of Water Resources; 463-5712 swhite@cityofukiah.com

COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)	Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	**Riley** (appointed 12/19/18)	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Greater Ukiah Chamber of Commerce Liaison ex officio	4th Wednesday of month, 9:00 a.m.	Conference Center 200 S. School Street Ukiah, CA	200 S. School Street Ukiah, CA 95482 462-4705	To represent and set policy for Chamber and area businesses	**Riley** (appointed 12/19/18)	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com;
Main Street Program Board of Directors ex officio	1st Thursday of month, 8:00 a.m.	200 South School Street Ukiah, CA	200 S. School St. Ukiah, CA 95482 463-6729	Develops activities for downtown economic development program	**Riley** (appointed 12/19/18)	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	**Bartolomei** (appointed 12/19/18)	**David Burton**, Museum Director; 467-2836 dburton@cityofukiah.com

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room	Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	**UPD Staff**	Recommend to be assigned to staff - Forthcoming from UPD
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. *(see calendar from NCPA)*	Roseville, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	**Crane** **Grandi - Alternate**	**Mel Grandi,** Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIASONS OnGoing One or Two Council and/or Staff	**MTG DATE/TIME**	**LOCATION**	**MAILING ADDRESS/CONTACT**	**COMMITTEE FUNCTION**	**ASSIGNED TO**	**PRINCIPAL STAFF SUPPORT**
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced	Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	**Mulheren** **Brown- Alternate**	**Sage Sangiacomo,** City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA	C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	**Mayor**	**Kristine Lawler,** City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	**Crane** **Alan Carter,** Treasurer	**Dan Buffalo,** Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	**Bartolomei** (appointed 12/19/18)	**Kristine Lawler,** City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210	1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	**Greg Owen,** Airport Manager (appointed 12/19/18)	**Kristine Lawler,** City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482	511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	**Mayor, City Manager and Police Chief**	**Sage Sangiacomo,** City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave.,Suite D Ukiah, CA	151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	**Orozco** **White** (appointed 12/19/18)	**Sean White,** Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHSA Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services	Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	**Brown - Liaison**	**Shannon Riley**, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	**(positions not active)** **Crane** **Mulheren- Alternate**	**Craig Schlatter,** Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA	Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	**Owen/Schlatter**	**Greg Owen**, Airport Manager; 467-2855; gowen@cityofukiah.com **Craig Schlatter**, Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	**Brown** **Crane- Alternate**	**Sage Sangiacomo,** City Manager; 463-6221; ssangiacomo@cityofukiah.com
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	**Orozco/Brown**	**Dan Grebil,** Fire Authority Administrator; 462-7921 x400; dgrebil@cityofukiah.com

2019 AD HOC COMMITTEES		
COMMITTEE	**ASSIGNED TO**	**PRINCIPAL STAFF SUPPORT**
Electric Grid Operational Improvements	**Crane/Scalmanini**	**Mel Grandi,** Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Rate Studies for Electric, Water, Sewer	**Crane/Scalmanini**	**Mel Grandi,** Electric Utility Director; 463-6295 mgrandi@cityofukiah.com **Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com **Sean White,** Director of Water Resources; 463-5712 swhite@cityofukiah.com **Dan Buffalo,** Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Downtown Parking Management	**Mulheren/Brown**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 19/20 Budget	**Crane/Brown**	**Dan Buffalo,** Director of Finance; 463-6220 dbuffalo@cityofukiah.com **Sheri Mannion,** Human Resource Director/Risk Manager; 463-6272,
Public Works Project Specification Development	**Crane/Mulheren**	**Tim Eriksen,** Public Works Director/City Engineer;
Uniform Cost Accounting	**Crane/Mulheren**	**Tim Eriksen,** Public Works Director/City Engineer;
Vichy Springs Resort Litigation	**Brown/Scalmanini**	**Sage Sangiacomo,** City Manager; 463-6221 ssangiacomo@cityofukiah.com
Marbut Study Ad Hoc	**Brown/Scalmanini**	**Justin Wyatt**, Police Operations Captain, 463-6760 jwyatt@cityofukiah.com
Solar Proposal-Application Project	**Crane/Scalmanini**	**Sean White,** Director of Water Resources; 463-5712 swhite@cityofukiah.com

UPDATED 3-28-19