



City Council Regular Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
July 3, 2019 - 6:00 PM

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

3.a. [Presentation by the Clean River Alliance.](#)

Recommended Action: Receive presentation by the Clean River Alliance.

[Attachment 1 - CRA presentation](#)

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

5.a. [Approval of the June 19, 2019, Regular Meeting Minutes.](#)

Recommended Action: Approve the Minutes of June 19, 2019, a Regular Meeting, as submitted.

[Attachment 1 - June 19, 2019, Draft Minutes](#)

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. [Report of Disbursements for the Month of May 2019.](#)

Recommended Action: Approve the Report of Disbursements for the month of May 2019.

Attachment 1 - May 2019 Summary of Disbursements
Attachment 2 - Account Codes for Reference
Attachment 3 - Object Codes for Reference
Attachment 4 - May 2019 Disbursement Detail

- 7.b. [Adoption of Resolution Approving Records Destruction.](#)
Recommended Action: Adopt resolution authorizing the destruction of 17 boxes of outdated documents.
[Attachment 1 - Resolution with Exhibit A](#)
- 7.c. [Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. in the Amount of \\$17,160.85 for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill.](#)
Recommended Action: Receive and file report of acquisition of professional services from Alpha Analytical Laboratories, Inc. in the amount of \$17,160.85 for quarterly water sampling and completion of chemical examination reports for the Ukiah Landfill. Report is submitted pursuant to City Code.
[Attachment 1 - Alpha Analytical Invoices - April 2019](#)
- 7.d. [Approve the Purchase of a Records Management System Software Upgrade with Tritech Software Systems in the Amount of \\$124,604.](#)
Recommended Action: Approve the purchase of a Records Management System Software Upgrade to Tritech Software Systems in the amount of \$124,604.
[Attachment 1 - FBI Letter on NIBRS Transition 07-10-18](#)
[Attachment 2 - DOJ Information Bulletin](#)
[Attachment 3 - Penal Code 13020](#)
[Attachment 4 - Ukiah Police Department - Web RMS Upgrade to include NIBRS 6-28-19](#)
- 7.e. [Approve Amending Contract No. 1718-224 with Axon Enterprise, Inc. for the Axon Body Cameras to Add Auto Tagging Services in the Amount of \\$28,800 Over a Four-Year Contract Period.](#)
Recommended Action: Approve Amending Contract No. 1718-224 with Axon Enterprise, Inc. for the Axon Body Cameras to Add Auto Tagging Services in the Amount of \$28,800 Over a Four-Year Contract Period.
[Attachment 1 - Contract No 1718-224 - Axon Body Cams](#)
[Attachment 2 - AUTO TAG ADD- MAY 1 THRU JUNE 30, 2019](#)
[Attachment 3 - Ukiah Police Dept. - CA - Add CAD Auto Tagging to 17045 6.26.19](#)
- 7.f. [Approve Amendment #1 in the Amount of \\$25,000 to Contract 1819153, with Hildebrand Consulting, in Collaboration with The Reed Group, Inc. to Perform a Joint Sewer Rate Study for the City of Ukiah and the Ukiah Valley Sanitation District.](#)
Recommended Action: Approve Amendment #1 in the amount of \$25,000 to Contract 1819153, with Hildebrand Consulting, in Collaboration with The Reed Group, Inc. to Perform a Joint Sewer Rate Study for the City of Ukiah and the Ukiah Valley Sanitation District.
[Attachment 1 - Contract 1819153 - Hildebrand_Reed - Rate Study](#)
[Attachment 2 - DRAFT Amendment 1 - Contract 1819153](#)

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)

- 11.a. [Conduct a Public Hearing and Adopt Resolution Establishing the State Street Underground District No. 4., State Street from Clay Street to Mill Street, Including its Boundaries and Proposed Schedule. \(EUD\)](#)
Recommended Action: Adopt Resolution establishing State Street Underground District No. 4, and approve boundaries and proposed timeline.
[Attachment 1-State St. UG Dist. No. 4 Boundary Map-Clay to Mill](#)
[Attachments 2 & 3-State St. UG Dist. No. 4 Boundary Description and Timeline](#)
[Attachment 4-Resolution-State St. Underground District No. 4](#)
- 11.b. [Conduct a Public Hearing and Adopt Resolution to Establish the Oak Manor Dr. Underground District No. 5., Including Its Boundaries and Proposed Schedule. \(EUD\)](#)
Recommended Action: Adopt Resolution establishing Oak Manor Drive Underground District No. 5, and approve boundaries and proposed timeline.
[Attachment 1-Oak Manor Boundary Map 1_Final](#)
[Attachments 2 & 3-Oak Manor Drive Boundary Description & Timeline](#)
[Attachment 4- Resolution-Oak Manor Dr. Underground District No. 5](#)
- 11.c. [Annual Review and Possible Approval of a Resolution amending the User Fee Schedule for the Community Services Department Including Recreation Programs, Sports Fields, Parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum.](#)
Recommended Action: Approval of resolution amending the user fee schedule for Community Services Department Facilities, Programs, and Services.
[Attachment 1 - 2019 Draft Resolution & Exhibit A for Community Services User Fees](#)

12 UNFINISHED BUSINESS

- 12.a. [Receive Report Regarding One-time Review of Ordinance for the Regulation of Shopping Cart Containment and Retrieval and Provide Direction as Necessary.](#)
Recommended Action: Receive report from Staff and provide direction as necessary.
[Attachment 1- Ordinance No. 1187 Shopping Cart Containment and Retrieval](#)
[Attachment 2- Ordinance No. 1191 - Amending Shopping Cart Containment and Retrieval Ordinance](#)
[Attachment 3- Sample letter to businesses- shopping carts](#)
[Attachment 4- Shopping Cart Plan form](#)
[Attachment 5- Warning notice non-compliance shopping cart plans](#)

Attachment 6- Final warning letter sample

- 12.b. Possible Introduction by Title Only of Broadband Deployment Ordinance and Approval of Community Development Director Determination that Broadband Deployment Ordinance Qualifies for a CEQA Exemption.

Recommended Action: Discuss and consider introducing the Broadband Deployment Ordinance by title only and approve Community Development Director Determination that Broadband Deployment Ordinance qualifies for a CEQA Exemption.

Attachment 1 - Broadband Deployment Ordinance

Attachment 2 - Appendix A Municipal Agreement

Attachment 3 - Broadband Deployment Ordinance NOE

- 12.c. Award of Bid to Ghilotti Construction Company in the Amount of \$1,061,380 for the 2019 Street Rehabilitation Project, Specification No. 19-08.

Recommended Action: Award of Bid to Ghilotti Construction Company in the Amount of \$1,061,380 for the 2019 Street Rehabilitation Project, Specification No. 19-08, and approve corresponding budget amendment.

Attachment 1 - Bid Results - Spec 19-08 - 2019 Street Rehabilitation Project

Attachment 2 - Ghilotti Bid - Spec 19-08 - 2019 Street Rehabilitation Project

Attachment 3 - PLANS SPEC NO 19-08 - FINAL

Attachment 4 - Spec 19-08-2019 Street Rehabilitation Project - Signed

- 12.d. Award of Bid to Granite Construction in the Amount of \$1,491,456 for the Northwestern Pacific Rail Trail, Phase 2, Specification No. 17-12.

Recommended Action: Award of Bid to Granite Construction in the Amount of \$1,491,456 for the Northwestern Pacific Rail Trail, Phase 2, Specification No. 17-12.

Attachment 1 - Bid Results - Spec 17-12 Rail Trail Phase 2

Attachment 2 - Granite's Bid

13 NEW BUSINESS

- 13.a. Discuss and Provide Direction for the Establishment of an Oversight Committee to Review Measure P Expenditures.

Recommended Action: Provide staff with direction on the establishment of an Oversight Committee and members.

Attachment 1 - Resolution 2014-28

Attachment 2 - Resolution 2014-29

Attachment 3 - Ordinance 1149

Attachment 4 - Measure P Analysis

- 13.b. Adoption of Resolution Removing On-Street Parking Along Airport Road from Commerce Drive to the Railroad Tracks.

Recommended Action: Adopt resolution removing on-street parking along Airport Road from Commerce Drive to the railroad tracks.

Attachment 1 - Resolution and Map - Airport Road

- 13.c. Approval of Plans and Specifications for the 2019 Street Reconstruction Project and Authorize Staff to Issue Bids for Specification No. 19-09.

Recommended Action: Approve Plans and Specifications for the 2019 Street Reconstruction Project and Authorize Staff to Issue Bids for Specification No. 19-09.

Attachment 1 - PLANS Spec 19-09 - 2019 STREET RECONSTRUCTION PROJECT

Attachment 2 - Spec 19-09 - 2019 STREET RECONSTRUCTION PROJECT

- 13.d. Authorize City Manager to Negotiate and Execute Contract with CivicPlus for Agenda and Meeting Management in the Amount of \$24,450.

Recommended Action: Authorize City Manager to Negotiate and Execute Contract with CivicPlus for Agenda and Meeting Management in the Amount of \$24,450.

Attachment 1 - Meeting Management Comparison

Attachment 2 - CivicPlus Agreement

- 13.e. 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), including the appointment of a City Council Member and City Staff Liaison to Serve on the Executive Board of the Merged Chamber of Commerce, Main Street Program, and Visit Ukiah.

Recommended Action: Receive report(s) and appoint a City Council member and City Staff Liaison to serve on the Executive Board of the merged Chamber of Commerce, Main Street Program, and Visit Ukiah. 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 Legal Counsel – Existing Litigation
(Cal. Gov't Code Section 54956.9(d)(1))

Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUK- CVPT-15-66036

Recommended Action: Confer in Closed Session

- 14.d. 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.e. 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.f. 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.g. 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 SUMMARY REPORT

SUBJECT: Presentation by the Clean River Alliance.

DEPARTMENT: Administration

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - CRA presentation](#)

Summary: The City Council will receive a presentation by the Clean River Alliance.

Background: Clean River Alliance (CRA) was founded in 2014 by Sonoma County resident Chris Brokate. After seeing the devastating effects of trash coming down the Russian River after heavy rains and entering the ocean, he began getting together with a small, intrepid group of volunteers to do cleanups. From this original group, known as the Garbage Patch Kids, CRA now organizes public cleanups throughout the Russian River watershed from Hopland in Mendocino County to the mouth of the river at Jenner-by-the-Sea, on numerous Sonoma County beaches and on tributary creeks throughout the Santa Rosa plain. CRA is allied with Russian Riverkeeper (russianriverkeeper.org), a chapter of the national Waterkeeper Alliance (waterkeeper.org), and operates as a non-profit organization under the fiscal sponsorship of Russian Riverkeeper.

Discussion: In the year 2017, CRA organized over 200 cleanup events, involving over 1000 volunteers, removing over 170,000 lbs. of trash from our creeks, River, and ocean beaches. CRA has expanded its scope to include disaster response work (flood and fire), Caltrans Adopt-a-Highway programs, and homeless outreach

RECOMMENDED ACTION: Receive presentation by the Clean River Alliance.

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

to mitigate the effects of unsanctioned camping along the river and creeks. CRA has been recognized by Sonoma County and State agencies for its dedication and commitment to protecting the environment.

Staff's recommendation is to receive the presentation (Attachment 1) given by CRA.

Trash Service for the Homeless

Presented by Luca Szabo and Chris Brokate of Clean River Alliance

History of Clean River Alliance

- Founded by Chris Brokate in December 2014
 - Wanted to clean up the Russian River after seeing effects of heavy rain bringing trash downstream
- Organizes trash cleanups, teaches homeless clean camp habits, and operates the homeless trash program in Guerneville, Santa Rosa, Healdsburg, Cloverdale, Hopland, and now Ukiah
- “Clean camps=clean river. Positively engaging the homeless leads to behavior changes and accountability, evictions will not change behavior.”
- Hundreds of thousands of pounds of trash

[Video of Guerneville](https://cleanriveralliance.org/)

<https://cleanriveralliance.org/>

CRA Mission:

To remove trash from the Russian River watershed and to educate citizens about the problem of trash in our waters by creating more public clean-up events.

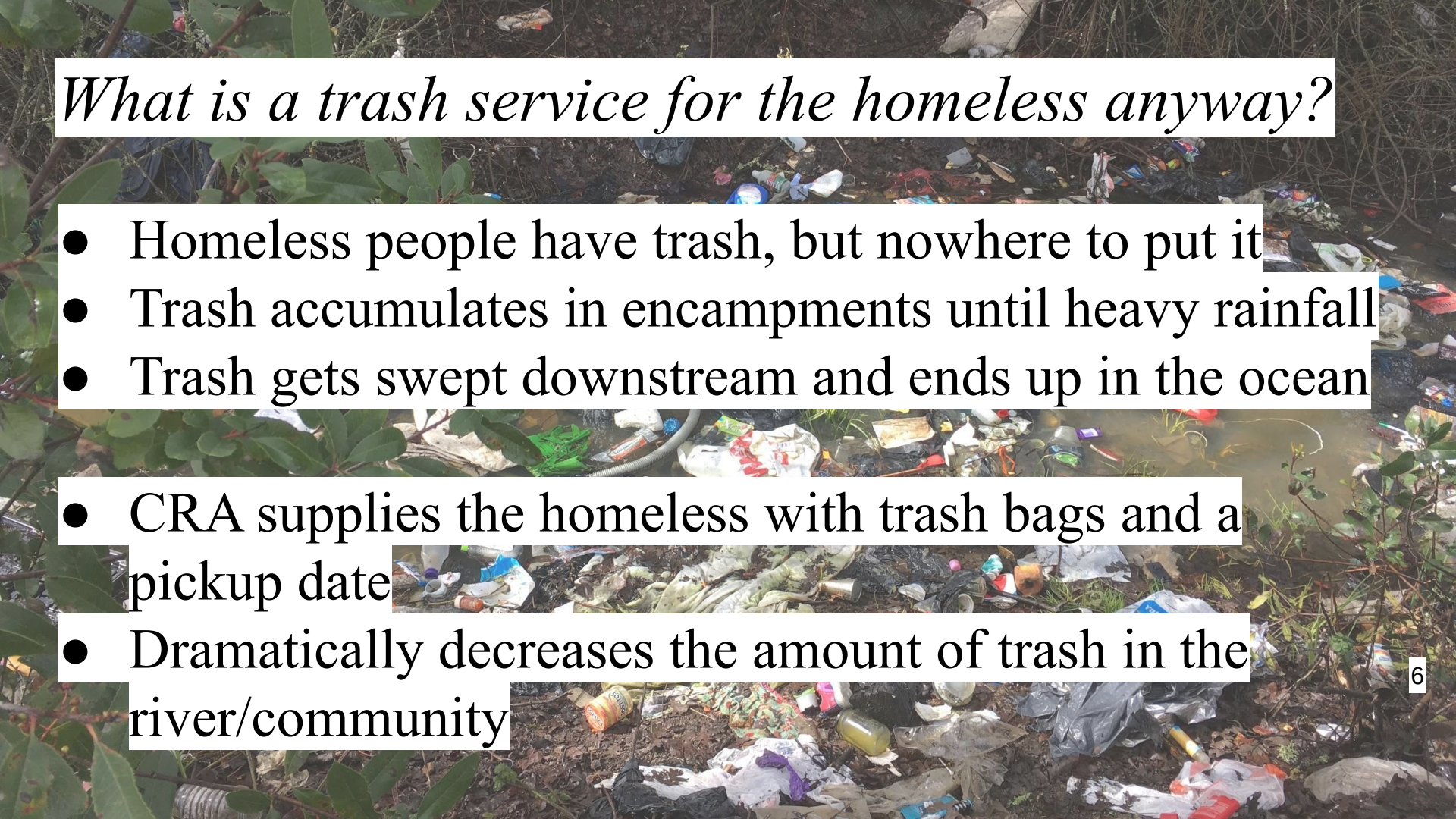


Why This Project?

- Senior Project for high school
- Living in Ukiah
 - We see the homeless problem every day
 - We see environmental degradation, littering, etc.
- Luca's childhood experience with homelessness



Clean River
ALLIANCE
Russian River

The background image shows a ground covered in various types of trash, including plastic bottles, food wrappers, and other debris. There are some green plants and bushes in the foreground and background, suggesting a natural area that has been polluted. The overall scene is one of environmental neglect and waste accumulation.

What is a trash service for the homeless anyway?

- Homeless people have trash, but nowhere to put it
- Trash accumulates in encampments until heavy rainfall
- Trash gets swept downstream and ends up in the ocean
- CRA supplies the homeless with trash bags and a pickup date
- Dramatically decreases the amount of trash in the river/community

Black Oak Meetups

- Meetings with Chris Brokate, Mayor Maureen Mulheren, Deborah Edelman, Chris Ostrom, Salvador Rico, a journalist from the Ukiah Daily Journal
 - Planning for what to do, who to contact, etc



Orange trash bags

- Our way of differentiating between our bags and random trash bags
- Bright orange and labelled
- Brought with maps to Mcavhn, Inland Winter Shelter, and Plowshares
- Funded by Community Donations



**FREE
TRASH
BAGS
& pickup
service!**



Are you homeless? Want to
CLEAN UP YOUR CAMPSITE?

Clean River Alliance and Mendo Recycle
are providing free trash bags and pickup
service as indicated on the map.

Ask at our Personal Care door
for a free orange bag and a map
showing where to leave full bags.



Packing and labelling trash bags



Finding bags in Ukiah

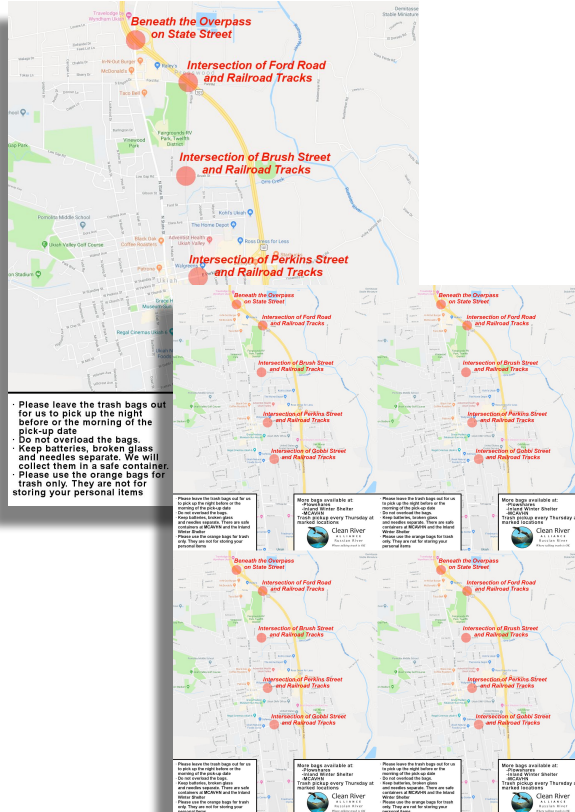
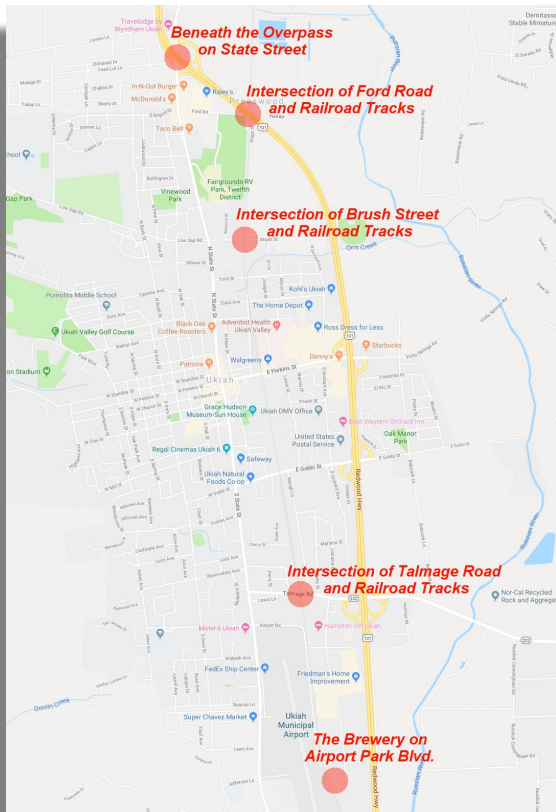
Luca and Chris Recon







Map of Pickup Locations + Info



Here's how you can reach us and our partners

Inland Winter Shelter.....	1145 S State St, Ukiah.....	(707) 234-3260
Powhears.....	1346 S State St, Ukiah.....	(707) 462-8582
MCARH.....	148 Clara Ave, Ukiah.....	(707) 462-1932
Clean River Alliance.....	(707) 322-8304	
Mendo Recycle.....	(707) 468-8710	



www.cleanriveralliance.org
 a project of
RUSSIAN RIVER WATERSHED

Our Mission:
 To remove trash from the Russian River Watershed and to educate citizens about the problems of river trash in our waters by creating more public river clean-up events

Here's how you can reach us and our partners

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AGENDA SUMMARY REPORT

SUBJECT: Approval of the June 19, 2019, Regular Meeting Minutes.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - June 19, 2019, Draft Minutes](#)

Summary: Council will consider approving the Minutes of June 19, 2019, a Regular Meeting (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of June 19, 2019, a 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
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
June 19, 2019
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Regular Meeting on June 19, 2019, having been legally noticed on June 14, 2019. Mayor Mulheren called the meeting to order at 6:00 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:** Shannon Riley, Deputy City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR MULHEREN PRESIDING.

The Pledge of Allegiance was led by Richard Shoemaker.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Introduction of New Public Works Team Member - Jason Benson, Senior Civil Engineer.

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

Staff Comment: Jason Benson, Senior Civil Engineer

Introduction was received.

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Katherine Fengler, Samuel Duval, Zack Johnson, and Robert Yonts, GASP (Go Away Smokers, Please) – retail store window advertising.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS, Continued

b. Presentation by Pacific Gas & Electric: Public Safety Power Shutoff Program.

Presenters: Alison Talbott, PG&E Government Relations for Humboldt and Mendocino Counties and David Hotchkiss, Senior Public Safety Specialist.

Public Comment: Don Crawford, Judy Luria, Allen Wong, Vishnu (no surname given), George Poor, Kate Maxwell, Anthony Gitzy, Maria Gilardin, Jeffrey Blankfort, and Julie Beardsley.

Presentation was received.

c. Presentation: City of Ukiah Planning for Pacific Gas & Electric's Public Safety Power Shutoffs.

Presenters: Tami Bartolomei, Community Services Administrator and Mel Grandi, Electric Utility Director.

Public Comment: Susan Knopf, Chris Hollinshead, Lisa Mayfield, Lisa Dalgren, George Poor, Maria Gilardin, Mark Hilliker, and Milli Hickey.

Presentation was received.

RECESS: 7:58 – 8:10 P.M.

d. Presentation: Youth Advocacy Group "GASP" on Storefront Advertising.

This Item was withdrawn by the presenter.

4. PETITIONS AND COMMUNICATIONS

City Clerk, Kristine Lawler, announced that no correspondence had been received.

5. APPROVAL OF MINUTES

a. Minutes of June 5, 2019, a Regular Meeting.

b. Minutes of June 11, 2019, a Special Meeting and Budget Workshop.

Motion/Second: Brown/Crane to approve the Minutes of June 5, 2019, a 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.

Motion/Second: Brown/Crane to approve the Minutes of June 11, 2019, a Special Meeting and Budget Workshop, 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. Approval of Notice of Completion for the Oak Manor Joint Trench Project, Specification No. 18-07 – *Electric Utility*.
- b. Designation of Voting Delegates and Alternates for the League of California Cities Annual Conference – October 16 - 18, 2019 – *City Clerk*.
- c. Adoption of Resolution (2019-27) to Extend the Declaration of a Local Emergency Related to the 2019 Winter Storm Event – *Community Services*
- d. Approval of Donation of Surplus Fire Apparatus – *Fire*.

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

9. COUNCIL REPORTS

Presenter: Mayor Mulheren.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Shannon Riley, Deputy City Manager and Kevin Jennings, Fire Marshal.

A report on fire mitigation activities was received.

11. PUBLIC HEARINGS (6:15 PM)

~~a. Conduct a Public Hearing and Adopt Resolution Establishing the State Street Underground District No. 4., State Street from Clay Street to Mill Street, Including its Boundaries and Proposed Schedule.~~

~~b. Conduct a Public Hearing and Adopt Resolution to Establish the Oak Manor Dr. Underground District No. 5., Including Its Boundaries and Proposed Schedule.~~

Agenda Items 11a and 11b were pulled by the department due to noticing discrepancies.

12. UNFINISHED BUSINESS

a. Possible Introduction by Title Only of Broadband Deployment Ordinance.

Presenter: City Attorney, Assistant City Attorney.

Council Consensus to bring this item back at the July 3, 2019, city council meeting.

b. Adoption of Resolution Approving the Fiscal Year 2019-20 City Budget, and Adoption of the Corresponding Gann Limit Resolution.

Presenter: Dan Buffalo, Finance Director.

Motion/Second: Crane/Brown to adopt Resolution (2019-28) approving the Fiscal Year 2019-20 City Budget. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Crane/Brown to adopt the corresponding Gann Limit Resolution (2019-29). Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

13. NEW BUSINESS

a. Authorize the Transfer of the Administration of the Visit Ukiah Program and the Transient Occupancy Tax Funds to the Greater Ukiah Chamber of Commerce, Effective July 1, 2019, and Authorize the City Manager to Negotiate and Execute a Performance Agreement for Said Administration.

Presenter: Shannon Riley, Deputy City Manager.

Motion/Second: Crane/Brown to authorize the transfer of the administration of the Visit Ukiah Program and the corresponding Transient Occupancy Tax funds to the Greater Ukiah Chamber of Commerce, effective July 1, 2019, and authorize the City Manager to negotiate and execute a performance agreement (COU No. 1819-229) for said administration. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

b. 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).

Presenters: Mayor Mulheren and Shannon Riley, Deputy City Manager.

Reports were received.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 8:33 P.M.

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 Legal Counsel – Existing Litigation

(Cal. Gov't Code Section 54956.9(d)(1))

Name of case: *City of Ukiah v. Questex, LTD, et al*, Mendocino County Superior Court, Case No. SCUK- CVPT-15-66036

d. 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

e. 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

f. 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

g. 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: Onetoegether Solutions

Under Negotiation: Price & Terms of Payment

No report out was received.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 8:44 p.m.



AGENDA SUMMARY REPORT

SUBJECT: Report of Disbursements for the Month of May 2019.

DEPARTMENT: Finance

PREPARED BY: Candice Rasmason

ATTACHMENTS:

[Attachment 1 - May 2019 Summary of Disbursements](#)

[Attachment 2 - Account Codes for Reference](#)

[Attachment 3 - Object Codes for Reference](#)

[Attachment 4 - May 2019 Disbursement Detail](#)

Summary: The Council will review and approve the Report of Disbursements for the month of May 2019.

Background: Payments made during the month of May 2019 are summarized on the Report of Disbursements. Further detail is supplied on the Schedule of Bills, representing the five (5) individual payment cycles within the month.

Accounts Payable Check Numbers (City & UVFA): 3032607-3032739; 3032740-3032842; 3032843-3032944; 3032945-3033030; 3033031-3033111

Accounts Payable Wire Transfers: N/A

Payroll Check Numbers: 507012-507046; 507047-507070

Payroll Manual Check Numbers: 506959, 506960

Direct Deposit Numbers: 92427-92643; 92644-92854

Manual Direct Deposit Numbers: 93288

RECOMMENDED ACTION: Approve the Report of Disbursements for the month of May 2019.

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

Void Check Numbers: 507046, 3032183, 3032248, 3032475, 3032472
Void Direct Deposit Numbers: N/A

Discussion: This report is submitted in accordance with Ukiah City Code Division 1, Chapter 7, Article 1.

Attachment #1: May 2019 Summary of Disbursements

Attachment #2: Account Codes for Reference

Attachment #3: Object Codes for Reference

Attachment #4: May 2019 Disbursement Detail

**CITY OF UKIAH
REPORT OF DISBURSEMENTS
REGISTER OF PAYROLL AND DEMAND PAYMENTS
FOR THE MONTH OF MAY**

Attachment 1

FUNDS:

100	General Fund	\$939,816.56	700	Sanitary Disposal Site Fund	\$12,465.00
105	Measure S General Fund		701	Landfill Corrective Fund	
110	Special General Fund		702	Disposal Closure Reserve Fund	
120	Streets Capital Improvement	\$78,728.57	704	Post Closure Fund - Solid Waste	\$0.00
201	Worker's Comp Fund	\$542.44	720	Golf Fund	\$1,250.12
202	Liability Fund		730	Conference Center Fund	\$4,814.32
203	Garage Fund	\$13,746.89	750	Visit Ukiah	\$6,925.00
204	Purchasing Fund	\$2,936.28	777	Airport Fund	\$28,979.75
205	Billing & Collections Fund	\$13,333.70	778	Airport Capital Improvement Fund	
206	Public Safety Dispatch Fund	\$1,926.63	779	Special Aviation Fund	\$34,443.56
207	Payroll Posting Fund	\$475,407.93	800	Electric Fund	\$426,653.44
208	Building Maintenance/Corp Yard Fund	\$16,531.23	801	Electric Capital Reserve Fund	\$29,230.30
209	IT Fund	\$97,073.63	803	Lake Mendocino Bond Reserve	
220	Equipment Reserve Fund		805	Street Lighting Fund	\$9,086.50
249	City Housing Bond Proceeds	\$0.00	806	Public Benefits Fund	\$6,449.80
250	Special Revenue Fund	\$148.10	820	Water Fund	\$112,057.85
251	Special Projects Reserve Fund		822	Water Capital Improvement Fund	\$96,435.36
253	CITY PROP 172	\$13,166.89	830	Recycled Water Fund	\$988,378.35
300	Park Development Fund		840	City/District Sewer Fund	\$232,444.29
301	Anton Stadium Fund	\$0.00	841	Sewer Contruction Fund	
302	Observatory Park Fund	\$2,000.00	843	Sewer Capital Fund	
304	Swimming Pool Fund	\$0.00	900	Special Deposit Trust	\$23,689.68
305	Riverside Park Fund	\$0.00	901	General Service (Accts Recv)	\$16,838.36
306	Skate Park Fund	\$0.00	902	U.S.W. Billing & Collection	\$36,332.50
310	Museum Grants	\$13,576.71	903	Public Safety - AB 109	\$0.00
311	Alex Rorbaugh Recreation Center Fund	\$3,698.66	905	Federal Emergency Shelter Grant	
312	Downtown Business Improvement Fund	\$240.00	905	Mendocino Emergency Service Authority	
313	LMIHF Housing Asset Fund		911	Russian River Watershed Association	\$33,214.26
314	Winter Special Events		915	UVFD	\$17,746.36
500	2106 Gas Tax Fund	\$3,746.49	916	UVFD PROP 172	\$13,017.51
501	2107 Gas Tax Fund		917	UVFD Measure B	
503	2105 Gas Tax Fund		918	UVFD Mitigation	\$779.27
505	Signalization Fund		940	Sanitation District Special Fund	\$7,742.15
506	Bridge Fund		943	Sanitation District Capital Improvement Fund	
507	1998 STIP Augmentation Fund		952	REDIP Sewer Enterprise Fund	
508	SB325 Reimbursement Fund		960	Community Redevelopment Agency	
509	S.T.P. Fund		961	RDA Housing Pass-Through	
510	Trans-Traffic Congest Relief Fund		962	Redevelopment Housing Fund	
511	Rail Trail Fund	\$36,832.89	963	Housing Debt	
600	Community Development Block Grant		964	RDA Capital Pass-Through	
601	EDBG 94-333 Revolving Loan		965	Redevelopment Capital Improvement Fund	
602	Community Development Fund		966	Redevelopment Debt Service	\$123,740.00
603	08-HOME-4688		967	Housing Bond Proceeds	
604	CDBG Grant 09-STBG-6417		968	Non-Housing Bond Proceeds	
605	11-HOME-7654 Fund	\$0.00	969	RDA Obligation Retirement Fund	
606	CDBG Grant 10-EDEF-7261		844/944	Sewer Capital Projects Fund	\$723,657.90
607	Prop 84 Grant Fund				
609	13-CDBG-8940				
610	City RDA Projects Fund				
630	Asset Seizure Fund	\$15,000.00			
631	Asset Seizure Fund (Drug/Alcohol)			Retainage Withheld	\$83,627.42
633	H & S Education 11489(B)(2)(A1)	\$3,500.00	611	CDBG 16-CDBG-11147	\$8,952.50
634	Federal Asset Seizure Grants	\$2,600.00			
635	SUP Law Enforcement Service Fund				
637	Local Law Enforcement Block Grant				
638	Asset Forfeiture 11470.2 H & S				
639	Special Revenue - Police	\$0.00			
640	Parking District Fund	\$473.75			
691	Museum Fund	\$4,909.51			

PAYROLL CHECK NUMBERS: 507012-507046

DIRECT DEPOSIT NUMBERS: 92855-93066

PAYROLL PERIOD: 4/21/19-5/4/19

PAYROLL CHECK NUMBERS: 507047-507070

DIRECT DEPOSIT NUMBERS: 93067-93287

PAYROLL PERIOD: 5/5/19-5/18/19

PAYROLL CHECK NUMBERS:

DIRECT DEPOST NUMBERS:

PAYROLL PERIOD:

VOID CHECK NUMBERS:

507046, 3032183, 3032248, 3032475, 3032472

MANUAL CHECK NUMBERS:

93288

WIRE TRANSFER NUMBERS:

CERTIFICATION OF CITY CLERK

This register of Payroll and Demand Payments was duly approved by the City Council on _____.

City Clerk

APPROVAL OF CITY MANAGER

I have examined this Register and approve same.

City Manager

CERTIFICATION OF DIRECTOR OF FINANCE

I have audited this Register and approve for accuracy and available funds.

Director of Finance

Account Code Summary

Attachment 2

10000000	General Fund	20526430	Electric Department - Meter Readers
10010000	City Council	20620231	Ukiah Dispatch
10011100	City Clerk	20620232	Ft Bragg Dispatch
10011300	Elections	20700000	Payroll Posting Fund
10012100	City Manager	20822500	Building Maintenance
10012200	Administrative Support	20824300	Corporation Yard
10012400	Miscellaneous General Government	20922900	IT Fund
10013400	Finance Department	22013300	FA Replace - Finance UB
10014000	City Attorney	22020200	FA Replace - Police Operations
10015100	Treasury Management	22021210	FA Replace - Fire Administration
10016100	Human Resources	22022900	FA Replace - Information Technology
10017100	Economic Development	22024100	FA Replace - Garage
10018000	Community Outreach	22024220	FA Replace - Streets
10020217	Animal Control	22024413	FA Replace - Water Distribution Cap
10022100	Parks	22024414	FA Replace - Water Distribution O&M
10022300	Aquatics	22024421	FA Replace - City Wastewater
10022800	Recreation	25024210	Engineering Reserve
10022810	Recreation Administration	25024300	Corporation Yard Reserve
10022821	Adult Basketball	25122900	CIP - IT
10022822	Adult Softball	25123100	CIP - Planning
10022824	Co-Ed Volleyball	25124210	CIP - Engineering
10022831	Youth Basketball	25124220	CIP - Streets
10022832	Youth Softball	25124410	CIP - Water
10022840	Day Camp	25124421	CIP - City Wastewater
10022850	Classes & Clinics	25126410	CIP - Electric
10022860	Special Activities	30022200	Park Development
10023100	Community Planning	30122210	Anton Stadium
10023320	Building Inspection	30222220	Observatory Park
10024210	Engineering	30522250	Riverside Park
10024214	Traffic Signals	30622260	Skate Park
10024620	Streets	30822280	Project Planning
10024224	Storm Drains	31022700	Museum Grant
10514000	Police - City Attorney	31122000	Alex Rorabaugh Recreation Center
10520210	Patrol	31217100	Downtown Business Improvement District
10520214	Police Reserves	50524210	Engineering - Signalization Fund
10520216	COPS Grant	50624210	Capital Engineering
10520218	Police - CSO	50824210	SB325 - Engineering
10520224	Police - Major Crimes Task Force	50824220	SB325 - Streets
10521210	Fire Administration	50924210	STP - Engineering
10521312	Fire Volunteer Station	50924220	STP - Streets
20112400	Worker's Compensation Fund	51024220	Trans - Traffic Slurry Seal
20212400	Liability Fund	510X9999	Trans -Traffic Project
20324100	Garage Fund	60217441	Grant - CDBG 602
20413500	Purchasing Fund	60317442	Grant - HOME 603
20513300	Billing and Collections	60417441	Grant - CDBG 604
20514000	Billing and Collections - City Attorney	60517442	Grant - HOME 605
20524412	Water Department - Meter Readers	60517461	First Time Homebuyer Program

Account Code Summary

Attachment 2

60517462	FTHB Activity Delivery	80026130	Electric Substation
60517467	FTHB - PIR	80026140	Reimbursable Work for Others
60600000	CDBG Grant 10-EDEF-7261 Fund	80026200	Electric Metering
60617441	Grant - CDBG 606	80026300	Electric Generation
60617451	General Administration	80026312	Mendocino Hydro
60617452	AD ED Direct Financial Assistance	80026330	Hydro Electric
60617453	ED Direct Financial Assistance	80026400	Electric Administration
60717443	Grant Prop 84	80026410	Electric General Administration
60724413	Prop 84 Water Distribution Cap	80026430	Interdepartmental Charges
60900000	13-CDBG-8940	80326330	Hydro Plant
60917458	13-CDBG-8940	80526610	Street Lighting
63020210	Asset Seizure Expenditure	80626500	Public Benefit
63120210	Drug & Alcohol Education	82027110	Water
63320210	H&S Asset Seizure Expenditure	82027111	Water - Production O&M
63420250	Fed Asset Seizure Expenditure	82027113	Water - Distribution Capital
63520210	SLESF	82027114	Water - Distribution O&M
63820210	Asset Forfeiture 11470	82027115	Water - Production Capital
64020213	Parking Enforcement	82227113	Water - Distribution Capital
69122700	Museum	84027220	Wastewater
70024500	Landfill 700	84027221	Wastewater City - O&M
70224500	Landfill Closure	84027222	Wastewater City - Capital
70424500	Landfill Post closure	84027225	Wastewater Treatment - O&M
72022400	Golf	84027226	Wastewater Treatment - Capital
73022600	Conference Center	84227220	Wastewater
75017110	Visit Ukiah	84327222	Wastewater City - Capital
77725200	Airport Operations	84427221	Wastewater City Capital - O&M
77817411	FAA Grant	84427222	Wastewater City - Capital
80026100	Electric Administration	90000000	Special Deposit Trust Fund
80026110	Electric Overhead	91190100	Russian River Watershed Assoc
80026120	Electric Underground	96900000	Successor Agency
80100000	Infrastructure		

Object Code Summary

Attachment 3

12102	INVENTORY OF SUPPLIES	52526	FRAUD INVEST. ASSESSMENT
12103	STORES PURCHASES	52527	A.D.P. PREMIUM & DEDUCTIBLE
12104	INVENTORY - PURCHASES	52528	LIABILITY INSURANCE
12105	STORES ISSUES	52529	EARTHQUAKE & FLOOD PREMIUMS
51211	PERS UNFUNDED LIABILITY	52530	POLLUTION-ENVIRON INS PREMIUM
51280	OVERTIME/CALLOUT MEALS	52531	UMEMPLOY. INS EXPENSE
51285	CALLOUT MILEAGE REIMBURSEMENTS	52532	SAFETY & TRAINING SUPPORT
52100	CONTRACTED SERVICES	52600	RENT
52107	CONTRACTED SERVICES-EIR	52841	SUCCESSOR AGENCY ADMIN
52108	CONTRACT SERVICES-GPU	54100	SUPPLIES
52110	AMBULANCE BILLING	54101	POSTAGE
52111	MAINT. CONTRCTS - DEFIBRULATOR	54102	SMALL TOOLS
52112	M. S. OVERSIGHT	54105	PHOTOGRAPHIC EXPENSE
52113	PLANNING STUDIES	54106	SPECIALTY SUPPLIES
52114	COMPLIANCE STUDIES	54120	PW - SPECIAL SUPPLIES
52120	LABOR CHARGES FROM OTHER DEPAR	54121	PW - ASPHALT CONCRETE
52130	EDUCATIONAL & MARKETING MATL'S	54122	PW - AGGREGATE BASE
52131	ASSISTANCE TO SENIORS	54123	PW - CRACK SEALANT
52132	EMERGENCY ASSISTANCE	54124	PW - CONCRETE/SUPPLIES
52133	MONTHLY DISCOUNT PROGRAM	54125	PW - TRAFFIC PAINT
52134	CONTRACT ADMINISTRATION	54126	PW-PREMARKS
52135	ENERGY CONSERVATION PROGRAM	54127	PW - SIGN POSTS/SHEETING
52136	PHOTOVOLTAIC RATES/INCENTIVE	54128	PW - COLD PATCH MATERIAL
52137	PUBLIC BENEFITS PROGRAM MGMT	54129	PW - TACK OIL
52138	NCPA PUBLIC BENEFITS PROGRAM	54130	PW - SAFETY
52139	RESEARCH, DEVELOPMENT & DEMO	54131	PW - BARRICADES & CONES
52140	LITIGATION EXPENSES	54160	HR - CITY LIABILITY & CONTRACT
52145	DETACHMENT-SEWER-UVSD	54161	HR - BACKGROUND & PHYSICALS
52150	LEGAL SERVICES/EXPENSES	54162	HR - ADVERTISING
52151	AFLAC & PERS INSUR ADMIN FEES	54163	HR - INTERVIEW SUPPLIES
52170	UKIAH WASTE SOLUTIONS	54164	HR - FORMS & OTHER DIV. EXP.
52171	RESIDENTIAL BILLING CHARGE	54165	HR - NEW EMPLOYEE FINGERPRINT
52172	COMMERCIAL OVERSIGHT FEE	54166	HR - DOT TESTING PROGRAM
52180	SECURITY SERVICES	54167	HR - EMPLOYEE DEVELOPMENT
52301	PROPERTY TAX ADMIN FEE	54168	HR - REMIF SAFETY TRNG & SUPPO
52302	AMBULANCE FEES	54201	PRISONER EXPENSE
52303	REHIT SUPPORT	54202	MAJOR CRIME INVETIGATIONS
52304	LAFCO FEES AND PROP TAX EXP	54320	SOFTWARE
52500	TRUSTEE FEES	54330	COMPUTER AND TECHNOLOGY
52510	ADVERTISING & PROMOTION	54500	EQUIP RENTS AND LEASES
52515	ADVERTISING & PUBLICATION	54700	FINES & PENALTIES
52521	LIABILITY INSURANCE PREMIUM	55100	TELEPHONE
52522	LIABILITY INSURANCE DEDUCT	55200	PG&E
52523	BOILER/MACHINERY PREMIUMS	55210	UTILITIES
52524	PROPERTY INSURANCE	56100	VEHICLE & EQUIPMENT MAINT. & R
52525	WORKER'S COMP. EXPENSE	56110	CITY GARAGE - PARTS

56121	R & M RADIO EQUIPMENT	56111	CITY GARAGE - LABOR
56122	R & M NON-AUTO EMS EQUIPMENT	56112	EQUIPMENT PARTS FOR RESALE
56123	R & M COMPUTERS	56120	EQUIPMENT MAINTENANCE & REPAIR
56124	MAINT CONTRACT DEFIBULATORS	80235	SYSTEM MAINTENANCE
56130	EXTERNAL SERVICES	80236	EMERGENCY/CONTINGENCY
56210	FUEL & FLUIDS	90100	LOAN PROCEEDS
56300	BUILDING MAINT. & REPAIR	90101	LOAN PAYMENT RECEIVED
56410	EQUIPMENT RENTAL - PRIVATE	90301	LOAN REPAYMENT
56504	FACILITY MAINTENANCE & REPAIR	90410	BOND PROCEEDS
56600	AIRFIELD MAINTENANCE & REPAIR		
56700	LANDFILL CLOSURE EXPENSE		
57100	CONFERENCE & TRAINING		
57101	CONF & TRAINING-AQUATICS		
57102	CONF & TRAINING-PARKS STAFF		
57200	MEETINGS		
57300	MEMBERSHIPS & SUBSCRIPTIONS		
58101	NCPA PLANT GENERATION		
58102	NCPA POWER PURCHASES		
58103	NCPA TRANSMISSION		
58104	NCPA MANAGEMENT SERVICES		
58105	NCPA THIRD PARTY SALES		
58106	NCPA PASS THROUGH COSTS		
58107	NCPA COMMITMENTS ACTIVITY		
58201	WATER PURCHASES		
58202	WATER TREATMENT PLANT CHEMICAL		
58401	AVIATION FUEL		
58410	GARAGE LUBRICANTS & PARTS		
58510	REIMBRASABLE JOBS		
59100	PROPERTY TAXES PAID		
59101	FEES		
59102	FRANCHISE FEES		
59350	PURCHASE DISCOUNTS TAKEN		
59400	OTHER EXPENSES		
70101	LOAN PAYMENTS MADE		
70102	BOND INTEREST PAYMENTS		
70110	BOND ISSUANCE COSTS		
70201	LOAN PRINCIPAL PAYMENTS		
70202	BOND PRINCIPAL PAYMENTS		
80100	MACHINERY & EQUIPMENT		
80200	BUILDINGS ACQUISITION		
80210	LAND ACQUISITION		
80220	BUILDING IMPROVEMENTS		
80230	INFRASTRUCTURE		
80231	RECYCLING STUDY 50% GRANT MATC		
80232	LINE REPLACEMENTS		
80233	MAIN REPLACEMENTS		
80234	INFLOW/INFILTRATION		

List of Checks Presented for Approval on 5/3/2019

The following list of bills payable was reviewed and approved for payment.

 5-13-19 DB CR
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AARON CHRISTOPHER FORD	DV041519	INSTRUCTOR	\$4,800.00	10022850-52100	CONTRACTED SERVICES	\$4,800.00
					Vendor Total:	\$4,800.00
ADAMSON POLICE PRODUCTS	INV300059	SUPER-LED FLAT MOUNT LIGHTS	\$613.30	10024620-56130	EXTERNAL SERVICES	\$153.33
				77725200-56130	EXTERNAL SERVICES	\$153.31
				77725200-56130	EXTERNAL SERVICES	\$153.33
				84027225-56130	EXTERNAL SERVICES	\$153.33
	INV299664	T-RAIL KITS, INNER EDGE, HAND-HELD SIREN	\$647.03	10020210-80100	MACHINERY & EQUIPMENT	\$323.51
				10020210-80100	MACHINERY & EQUIPMENT	\$323.52
	INV300061	STUD MOUNT LENS, SPITFIRE ION DASH LIGHT	\$665.23	10020210-80100	MACHINERY & EQUIPMENT	\$332.61
				10020210-80100	MACHINERY & EQUIPMENT	\$332.62
					Vendor Total:	\$1,925.56
ADVANCED SECURITY SYSTEMS	469370	MONTHLY ALARM SERVICES FOR 1301 TALMAGE RD	\$24.75	10021210-52180	SECURITY SERVICES	\$12.38
				91521400-52180	SECURITY SERVICES	\$12.37
					Vendor Total:	\$24.75
AIRGAS INC	9087440692	GAS METER	\$192.27	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$192.27
					Vendor Total:	\$192.27
ALLEN JAMES	DV042019	INSTRUCTOR	\$68.00	10022850-52100	CONTRACTED SERVICES	\$68.00
	DV042719	INSTRUCTOR	\$80.00	10022850-52100	CONTRACTED SERVICES	\$80.00
					Vendor Total:	\$148.00
ALPHA ANALYTICAL LABORATORIES INC	9033997-UKIAHLF	LANDFILL SURFACE WATER MONITOR	\$1,692.95	70024500-52100	CONTRACTED SERVICES	\$1,692.95
					Vendor Total:	\$1,692.95
ALPINE AWARDS	5533779	ADULT SPORTS CHAMP SHIRTS	\$101.29	10022821-54100	SUPPLIES	\$101.29

List of Checks Presented for Approval on 5/3/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALPINE AWARDS	5533780	ADULT SPORTS CHAMP SHIRTS	\$146.59	10022821-54100	SUPPLIES	\$146.59
					Vendor Total:	\$247.88
AMAZON CAPITAL SERVICES	1MVD-NPX7-36GJ	NETWORK ETHERNET CABLE	\$6.58	73022600-54330	COMPUTER AND TECHNOLOGY	\$0.58
				73022600-54330	COMPUTER AND TECHNOLOGY	\$6.58
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.03)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.01)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.03)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.03)
				90000000-23013	STATE USE TAX LIABILITY	(\$0.48)
	1XY6-LTXK-6FK4	TONER CARTRIDGES	\$348.39	73022600-54330	COMPUTER AND TECHNOLOGY	\$348.39
	191V-6KG9-C9KK	PHONE CASE	\$31.49	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.16)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.04)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.16)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.16)
				90000000-23013	STATE USE TAX LIABILITY	(\$2.28)
				84027225-54100	SUPPLIES	\$2.80
				84027225-54100	SUPPLIES	\$31.49
	1H6G-GWW3-6MR3	INK CARTRIDGES	\$146.49	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.71)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.18)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.48)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.71)
				90000000-23013	STATE USE TAX LIABILITY	(\$6.96)
				84027225-54100	SUPPLIES	\$9.04
				84027225-54100	SUPPLIES	\$146.49
	1M3G-XGF3-3CLL	RETURN- PHONE CASE	(\$28.16)	84027225-54100	SUPPLIES	(\$28.16)
					Vendor Total:	\$504.79

List of Checks Presented for Approval on 5/3/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMERICAN NATIONAL RED CROSS & ITS CONSTITUENT	22182360	FIRST AID/CPR/AED BLOODBORNE PATHOGENS TRAINING	\$560.00	10022300-57100	LEARNING AND DEVELOPMENT	\$560.00
					Vendor Total:	\$560.00
AMERICAN SOCIETY OF COMPOSERS	DV042319	2019 CONCERT IN THE PARK LICENSE	\$357.00	90000000-23226	CONCERT SERIES	\$357.00
					Vendor Total:	\$357.00
ANIXTER	4212245-00	(S-167-E) Splice, AL, 4 STR- 4	\$596.91	80000000-12104	INVENTORY - PURCHASES	\$596.91
					Vendor Total:	\$596.91
ANSELL USA INC	20566792	MICROFLEX GLOVES	\$496.47	10020210-54100	SUPPLIES	\$496.47
					Vendor Total:	\$496.47
ARROW INTERNATIONAL	9501197001	EZ-10 NEEDLES	\$606.80	10021210-54100	SUPPLIES	\$303.40
				91521400-54100	SUPPLIES	\$303.40
	9501196999	EZ-10 NEEDLES AND STABILIZERS	\$713.69	10021210-54100	SUPPLIES	\$356.36
				91521400-54100	SUPPLIES	\$357.33
					Vendor Total:	\$1,320.49
AT&T	000012977216	FIBER INTERNET GATEWAY	\$3,054.12	20913900-55100	TELEPHONE	\$3,054.12
					Vendor Total:	\$3,054.12
BEAR COMMUNICATIONS INC	4816279	HEANDHELD CONTROL	\$648.27	10020210-54100	SUPPLIES	\$648.27
					Vendor Total:	\$648.27
BLARNEY PUBLISHING INC	19MN078	FULL PAGE ADVERTISEMENT	\$5,000.00	75012700-52515	ADVERTISING & PUBLICATION	\$5,000.00
					Vendor Total:	\$5,000.00
CA BUILDING STANDARDS COMMISSION	JAN-MAR 19	QUARTERLY REPORT FOR BSA	\$72.90	90000000-23027	BUILDING STDS ADMIN SPEC FD	\$81.00
				10000000-48110	MISCELLANEOUS RECEIPTS	(\$8.10)
					Vendor Total:	\$72.90
CA POLICE CHIEFS ASSOC	12684	MEMBERSHIP- S KAESER	\$145.00	10020210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$145.00
	13009	MEMBERSHIP- J WYATT	\$440.00	10020210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$440.00
					Vendor Total:	\$585.00
CAROLLO ENGINEERS INC	0173025	DESIGN PHASES I&II RECYCLED WATER	\$21,880.78	83027330-80230	INFRASTRUCTURE	\$21,880.78
					Vendor Total:	\$21,880.78

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CEDRIC CROOK	TA 5/15-16/19	TRAVEL ADVANCE	\$30.00	10020210-57100	LEARNING AND DEVELOPMENT	\$30.00
					Vendor Total:	\$30.00
CHROMAGRAPHS	68101	BUSINESS CARDS- M DAVISON	\$44.57	10022850-54100	SUPPLIES	\$44.57
					Vendor Total:	\$44.57
CITY OF HEALDSBURG	INV08064	STORM WATER SAMPLING	\$188.66	10024224-52100	CONTRACTED SERVICES	\$188.66
	INV07885	STORM WATER SAMPLING	\$1,520.33	10024224-52100	CONTRACTED SERVICES	\$1,520.33
	INV08001	STORM WATER SAMPLING	\$1,704.42	10024224-52100	CONTRACTED SERVICES	\$1,704.42
					Vendor Total:	\$3,413.41
CLERK-RECORDER, MENDOCINO COUNTY	2018/19-71	MUNICIPAL ELECTION FOR CITY COUNCIL	\$6,333.99	10012500-52100	CONTRACTED SERVICES	\$6,333.99
					Vendor Total:	\$6,333.99
COMCAST	5488 MAY 19	INTERNET SERVICES	\$88.23	10021210-55100	TELEPHONE	\$44.11
				91521400-55100	TELEPHONE	\$44.12
					Vendor Total:	\$88.23
COOPER POWER SYSTEMS	936226842	ELECTRICAL EQUIPMENT AND SUPPLIES	\$22,047.19	80000000-12104	INVENTORY - PURCHASES	\$22,047.19
					Vendor Total:	\$22,047.19
COUNTY OF SONOMA	1296	8' REDWOOD PICNIC TABLES	\$8,339.00	10022100-54100	SUPPLIES	\$8,339.00
					Vendor Total:	\$8,339.00
DAVID MCQUEARY	TA 5/15-16/19	TRAVEL ADVANCE	\$30.00	10020210-57100	LEARNING AND DEVELOPMENT	\$30.00
					Vendor Total:	\$30.00
DEEP VALLEY SECURITY	345202.3	PROVIDE AND INSTALL ELECTRONIC	\$52.95	80026400-52100	CONTRACTED SERVICES	\$52.95
	345202.5	SECURITY SYSTEM MONITORING	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	345202	ALARM SERVICES	\$311.60	10022100-52180	SECURITY SERVICES	\$26.95
				10022100-52180	SECURITY SERVICES	\$29.95
				10022822-52180	SECURITY SERVICES	\$32.95
				20822500-52180	SECURITY SERVICES	\$42.95
				20824300-52180	SECURITY SERVICES	\$49.00
				69122700-52180	SECURITY SERVICES	\$42.95
				73022600-52180	SECURITY SERVICES	\$19.95

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DEEP VALLEY SECURITY	345202	ALARM SERVICES	\$311.60	73022600-52180	SECURITY SERVICES	\$21.95
				82027111-52180	SECURITY SERVICES	\$20.00
				82027111-52180	SECURITY SERVICES	\$24.95
	345202.1	MONITORING - STREET/WATER DEPT	\$24.95	20824300-52180	SECURITY SERVICES	\$24.95
	345202.2	MONITORING - GARAGE	\$36.95	20824300-52180	SECURITY SERVICES	\$36.95
	345202.4	SECURITY UPGRADE & MONITORING	\$42.95	69122700-52180	SECURITY SERVICES	\$42.95
	Vendor Total:					\$509.35
DELL MARKETING LP	10309602966	DELL OPTIPLEX 7060 TOWER	\$1,099.08	10013400-54330	COMPUTER AND TECHNOLOGY	\$549.55
				20413500-54330	COMPUTER AND TECHNOLOGY	\$549.53
	10309607600	DELL LATITUDE 7490	\$2,998.55	20324100-54330	COMPUTER AND TECHNOLOGY	\$1,413.67
				82027110-54330	COMPUTER AND TECHNOLOGY	\$1,584.88
	10306677499	DELL 27" MONITOR, KEYBOARD, MOUSE	\$8,491.97	84027225-54330	COMPUTER AND TECHNOLOGY	\$8,491.97
				Vendor Total: \$12,589.60		
DEPT OF CONSERVATION	JAN-MAR 19	JAN-MAR 2019 SMIP TAX RETURN	\$268.50	90000000-23006	STRONG MOTION ED. SET ASIDE	(\$14.13)
				90000000-23005	STRONG MOTION INSTR. PROG.	\$282.63
				Vendor Total: \$268.50		
DHARMA REALM BUDDHIST ASSOCIATION	2	SUDHANA CENTER RENTAL- BASKETBALL	\$1,900.00	10022831-52600	RENT	\$1,900.00
				Vendor Total: \$1,900.00		
ELIZABETH HAVRILLA	3926	TABLE LINEN	\$294.50	73022600-54100	SUPPLIES	\$294.50
				Vendor Total: \$294.50		
EMMANUEL F CHI-BIKOM MALLO	DV040119	INSTRUCTOR	\$31.50	10022850-52100	CONTRACTED SERVICES	\$31.50
				Vendor Total: \$31.50		
EPIC AVIATION LLC	7188232	JET-A FUEL	\$20,710.01	77725200-58401	AVIATION FUEL	\$20,710.01
				Vendor Total: \$20,710.01		
EUREKA OXYGEN CO	U 163547	WELDING EQUIPMENT AND SUPPLIES	\$305.19	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$152.59
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$152.60
	453881	WELDING EQUIPMENT AND SUPPLIES	\$73.62	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$73.62
	453938	WELDING EQUIPMENT AND SUPPLIES	\$154.98	10024620-56130	EXTERNAL SERVICES	\$51.66
				77725200-56130	EXTERNAL SERVICES	\$51.66

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
EUREKA OXYGEN CO	453938	WELDING EQUIPMENT AND SUPPLIES	\$154.98	84027225-56130	EXTERNAL SERVICES	\$51.66
	453882	WELDING EQUIPMENT AND SUPPLIES	\$371.67	77725200-56130	EXTERNAL SERVICES	\$371.67
	U 164166	WELDING EQUIPMENT AND SUPPLIES	\$159.25	20324100-54100	SUPPLIES	\$159.25
	U 164162	WELDING EQUIPMENT AND SUPPLIES	\$124.11	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$62.05
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$62.06
					Vendor Total:	\$1,188.82
FILETRAIL	2019-0298.1	HOSTED FILE MANAGMENT SYSTEM	\$75.00	10012500-54320	SOFTWARE	\$75.00
	2019-0343	HOSTED FILE MANAGMENT SYSTEM	\$820.00	10012500-54320	SOFTWARE	\$820.00
					Vendor Total:	\$895.00
GARTON TRACTOR INC	CU42925	SHAFT- PTO RACK	\$287.35	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$287.35
					Vendor Total:	\$287.35
GENERAL PACIFIC INC	1335921	BRACKET, ALUMA-FORM	\$4,268.33	80000000-12104	INVENTORY - PURCHASES	\$4,268.33
					Vendor Total:	\$4,268.33
GENERAL SERVICES AGENCY	MAY 19	SPANISH MTN SUBLEASE MO RENT- MAY 19	\$50.00	20620231-52100	CONTRACTED SERVICES	\$50.00
					Vendor Total:	\$50.00
GHILOTTI CONSTRUCTION COMPANY INC	5794*14	RECYCLED WATER PROJECT	\$401,161.10	82227113-80230	INFRASTRUCTURE	\$30,344.72
				83027330-80230	INFRASTRUCTURE	\$19,176.92
				83027330-80230	INFRASTRUCTURE	\$28,543.46
				94424424-80233	MAIN REPLACEMENTS	\$323,096.00
					Vendor Total:	\$401,161.10
GINA GRECO	DV040119	INSTRUCTOR	\$1,575.00	10022850-52100	CONTRACTED SERVICES	\$1,575.00
					Vendor Total:	\$1,575.00
GOLDEN GATE BRIDGE TOLL	T721997680086	BRIDGE TOLL FEES	\$33.00	82027114-56130	EXTERNAL SERVICES	\$33.00
					Vendor Total:	\$33.00
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CIO16441	LIGHT, ABS CHROME HOUSING, STD GASKET	\$29.51	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.07)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.02)
				91521400-56130	EXTERNAL SERVICES	\$0.16
				91521400-56130	EXTERNAL SERVICES	\$29.51

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail			
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CIO16441	LIGHT, ABS CHROME HOUSING, STD GASKET	\$29.51	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.07)	
	CIO16471	LIGHT, TECHNIQ WITHOUT BRACKET	\$91.31	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.35)	
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.09)	
				10021210-56130	EXTERNAL SERVICES	\$0.79	
				10021210-56130	EXTERNAL SERVICES	\$91.31	
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.35)	
	CIO16519	BEARING BALL, GASKET, BEARING NEEDLES	\$3,164.50	20324100-58510	REIMBURSABLE JOBS	\$3,164.50	
	Vendor Total:					\$3,285.32	
	GRANICUS INC	111142	SUPPORT - GRANICUS	\$3,618.39	10012500-54320	SOFTWARE	\$3,618.39
						Vendor Total: \$3,618.39	
GRANITE CONSTRUCTION COMPANY	1566683	MISC. ROCK & ROAD PATCH MATERIAL	\$289.00	10024620-54121	PW - ASPHALT CONCRETE	\$289.00	
	1568901	MISC. ROCK & ROAD PATCH MATERIAL	\$3,161.73	80026110-54100	SUPPLIES	\$3,161.73	
	1567989	MISC. ROCK & ROAD PATCH MATERIAL	\$103.70	84027221-54100	SUPPLIES	\$103.70	
	Vendor Total:					\$3,554.43	
GSM FILTRATION INC	3170	GRAVITY BELT FOR FILTER, POLY SOLVENT	\$826.76	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$826.76	
					Vendor Total: \$826.76		
HACH COMPANY	11439668	REPLACEMENTS FOR SWIFTEST DISPENSER	\$309.03	84027225-54103	LAB SUPPLIES	\$309.03	
					Vendor Total: \$309.03		
HOME ENERGY ASSISTANCE PROGRAM	DV043019	UTILITY REFUND	\$1,387.60	90100000-10421	UTILITY RECEIVABLES CLEARING	\$1,387.60	
					Vendor Total: \$1,387.60		
IDEXX DISTRIBUTION INC	3046320134	SAMPLE BOTTLES FOR COLIFORM	\$172.06	84027225-54103	LAB SUPPLIES	\$172.06	
					Vendor Total: \$172.06		
INTERCOUNTY MECHANICAL & ELECTRICAL INC	6899-B	REMOVAL OF EXISTING 200 AMP METER	\$11,650.00	10022100-52100	CONTRACTED SERVICES	\$11,650.00	
					Vendor Total: \$11,650.00		
INTERWEST CONSULTING GROUP INC	48737	ON-CALL BUILDING & PLAN CHECK	\$1,910.29	10023320-52100	CONTRACTED SERVICES	\$1,910.29	
					Vendor Total: \$1,910.29		

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JIM THOMSEN	TA 5/14/19	TRAVEL ADVANCE	\$45.00	10022100-57100	LEARNING AND DEVELOPMENT	\$45.00
					Vendor Total:	\$45.00
JOHN'S LOCK & SAFE	9409	MISC. LOCK & KEY SERVICES AS NEEDED	\$30.00	82027111-56130	EXTERNAL SERVICES	\$30.00
					Vendor Total:	\$30.00
JUDY CHAN	MAY 19	MAY 19 RENT-MASON ST	\$1,406.00	10022100-52600	RENT	\$1,406.00
					Vendor Total:	\$1,406.00
JULIE WHITEAKER	DV041519	INSTRUCTOR	\$1,317.67	10022850-52100	CONTRACTED SERVICES	\$1,317.67
					Vendor Total:	\$1,317.67
JUSTIN WYATT	TA 5/15-16/19	TRAVEL ADVANCE	\$30.00	10020210-57100	LEARNING AND DEVELOPMENT	\$30.00
					Vendor Total:	\$30.00
KAREN POPLAWSKI	DV040219	INSTRUCTOR	\$210.00	10022850-52100	CONTRACTED SERVICES	\$210.00
					Vendor Total:	\$210.00
KEITH GAUDETTE	DV060919	2019 CONCERT IN THE PARK SOUND	\$2,176.00	90000000-23226	CONCERT SERIES	\$2,176.00
	DV062319	2019 CONCERT IN THE PARK SOUND	\$2,176.00	90000000-23226	CONCERT SERIES	\$2,176.00
	DV071419	2019 CONCERT IN THE PARK SOUND	\$2,176.00	90000000-23226	CONCERT SERIES	\$2,176.00
	DV072819	2019 CONCERT IN THE PARK SOUND	\$2,176.00	90000000-23226	CONCERT SERIES	\$2,176.00
	DV081119	2019 CONCERT IN THE PARK SOUND	\$2,176.00	90000000-23226	CONCERT SERIES	\$2,176.00
	DV081819	2019 CONCERT IN THE PARK SOUND	\$2,176.00	90000000-23226	CONCERT SERIES	\$2,176.00
					Vendor Total:	\$13,056.00
KEVIN JENNINGS	2868	REIMBURSEMENT-PERMIT	\$110.00	10021210-54100	SUPPLIES	\$55.00
				91521400-54100	SUPPLIES	\$55.00
					Vendor Total:	\$110.00
KIMBALL MIDWEST	7011489	X-LINKS, RINGS, CABLE, PRESTO PINS	\$409.81	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$194.86
				91521400-56130	EXTERNAL SERVICES	\$214.95
	7034746	GRAY PVC	\$33.65	91521400-56130	EXTERNAL SERVICES	\$33.65
					Vendor Total:	\$443.46
KURTIS CLARK JOHNSON	250	CONSULTING SERVICES	\$160.00	10022100-52100	CONTRACTED SERVICES	\$160.00
	230	CONSULTING SERVICES	\$240.00	10022100-52100	CONTRACTED SERVICES	\$240.00
					Vendor Total:	\$400.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LACAL EQUIPMENT	0298948-IN	SUPPLIES AS NEEDED	\$88.91	84027225-56130	EXTERNAL SERVICES	\$88.91
					Vendor Total:	\$88.91
LARRY WALKER ASSOCIATES INC	00564.04-6	LAB SERVICES	\$1,450.00	84027225-52100	CONTRACTED SERVICES	\$1,450.00
					Vendor Total:	\$1,450.00
LEHR AUTO ELECTRIC	SI25864	SUPPLIES	\$655.95	80026110-56130	EXTERNAL SERVICES	\$655.95
					Vendor Total:	\$655.95
LIFE ASSIST	914902	MISC. EMS SUPPLIES AS NEEDED	\$900.27	10021210-54100	SUPPLIES	\$450.14
				91521400-54100	SUPPLIES	\$450.13
	915096	MISC. EMS SUPPLIES AS NEEDED	\$922.26	10021210-54100	SUPPLIES	\$461.13
				91521400-54100	SUPPLIES	\$461.13
					Vendor Total:	\$1,822.53
LORELEI SCOTT	6642	UVFA EMBLEMS	\$79.68	10021210-56130	EXTERNAL SERVICES	\$39.84
				10021210-56130	EXTERNAL SERVICES	\$39.84
					Vendor Total:	\$79.68
MATHESON TRI-GAS INC	19587754	OXYGEN & MISC. SUPPLIES AS NEEDED	\$114.80	82027114-54100	SUPPLIES	\$114.80
					Vendor Total:	\$114.80
MEL GRANDI	DV042219.1	REIMBURSEMENT-LINEMAN'S APPRECIATION WEEK	\$575.22	80026210-54100	SUPPLIES	\$575.22
	DV042219	REIMBURSEMENT-EMERGENCY FUEL PURCHASE	\$334.80	80026220-54100	SUPPLIES	\$334.80
	869808	REIMBURSEMENT-EMERGENCY FUSE PURCHASES	\$1,321.85	80026220-54100	SUPPLIES	\$1,321.85
					Vendor Total:	\$2,231.87
MES - MUNICIPAL EMERGENCY SERVICES INC	IN1305425	MUSTANG #MSD576 WATER RESCUE SUIT	\$8,353.46	25321210-54102	SMALL TOOLS	\$4,176.72
				91621400-54102	SMALL TOOLS	\$4,176.74
					Vendor Total:	\$8,353.46
MICHAEL A CHRISTY	DV042419	REIMBURSEMENT SEWER LATERAL	\$2,000.00	84427222-52100	CONTRACTED SERVICES	\$2,000.00
					Vendor Total:	\$2,000.00
MOIRS	150827	MISC. POOL SUPPLIES AS NEEDED	\$110.46	82027111-58202	CHEMICALS	\$110.46
	150746	MISC. POOL SUPPLIES AS NEEDED	\$276.16	82027111-58202	CHEMICALS	\$276.16
	150905	MISC. POOL SUPPLIES AS NEEDED	\$331.39	82027111-58202	CHEMICALS	\$331.39
	151053	MISC. POOL SUPPLIES AS NEEDED	\$331.39	82027111-58202	CHEMICALS	\$331.39

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MOIRS	151198	MISC. POOL SUPPLIES AS NEEDED	\$331.39	82027111-58202	CHEMICALS	\$331.39
					Vendor Total:	\$1,380.79
MOTION INDUSTRIES INC	CA23-515049	BEARING, FITTING & MISC. ITEMS	\$68.14	82027111-56300	BUILDING MAINT. & REPAIR	\$68.14
	CA23-515035	BEARING, FITTING & MISC. ITEMS	\$185.30	82027111-56300	BUILDING MAINT. & REPAIR	\$185.30
					Vendor Total:	\$253.44
NATIONAL METER & AUTOMATION	S1113972.001	BADGER METERS	\$4,321.62	82000000-12104	INVENTORY - PURCHASES	\$4,321.62
					Vendor Total:	\$4,321.62
NOR-CAL RECYCLED ROCK & AGGREGATES INC	16982	MISC. ROCK & ROAD PATCH MATERI	\$284.71	10024620-54120	PW - SPECIAL SUPPLIES	\$142.36
				82027114-54100	SUPPLIES	\$142.35
					Vendor Total:	\$284.71
NORCAL ASA	2018	REGISTRATION - JUNIOR OLYMPIC TEAM	\$1,220.00	10022822-54100	SUPPLIES	\$1,220.00
					Vendor Total:	\$1,220.00
NORTH COAST ENERGY SRVS INC	PERMIT APP #4041	PERMIT APP #4041 REFUND	\$45.28	10023300-42210	BUILDING PERMITS	\$38.90
				90000000-23027	BUILDING STDS ADMIN SPEC FD	\$0.80
				90000000-23234	GENERAL PLAN UPDATE FEES	\$3.54
				90000000-23005	STRONG MOTION INSTR. PROG.	\$1.80
				10023300-42212	TECH & RECORDS SURCHARGE	(\$0.70)
				10023300-42211	TRAIN & CERTIFICATION SURCHRG	\$0.94
					Vendor Total:	\$45.28
NUTRIEN AG SOLUTIONS INC	38522613	WEED SPRAYS & CHEMICALS AS NEE	\$160.05	82027111-54100	SUPPLIES	\$160.05
					Vendor Total:	\$160.05
ONE TIME PAY VENDOR	4266	REFUND- PERMIT CANCELLED/ HOME DEPOT SVCS	\$152.31	10023300-42210	BUILDING PERMITS	\$123.66
				90000000-23027	BUILDING STDS ADMIN SPEC FD	\$0.80
				90000000-23234	GENERAL PLAN UPDATE FEES	\$18.55
				90000000-23005	STRONG MOTION INSTR. PROG.	\$0.65
				10023300-42212	TECH & RECORDS SURCHARGE	\$3.71

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	4266	REFUND- PERMIT CANCELLED/ HOME DEPOT SVCS	\$152.31	10023300-42211	TRAIN & CERTIFICATION SURCHRG	\$4.94
	4311	REFUND- PERMIT FEE REDUCED MAKI CONSTRUCTION	\$615.87	10023300-42210	BUILDING PERMITS	\$279.19
				90000000-23027	BUILDING STDS ADMIN SPEC FD	\$2.00
				90000000-23234	GENERAL PLAN UPDATE FEES	\$69.09
				10023110-44153	STAFF REVIEW & RESEARCH	\$181.47
				90000000-23005	STRONG MOTION INSTR. PROG.	\$4.68
				10023300-42212	TECH & RECORDS SURCHARGE	\$13.82
				10023300-42211	TRAIN & CERTIFICATION SURCHRG	\$65.62
	DV042919	REFUND- RESERVATIONS CANCELLED K ALVAREZ	\$90.00	10022100-46360	PARKS RENTAL	\$90.00
	117755-9	UTILITY REFUND- JANICE CEDAR	\$30.54	90100000-10421	UTILITY RECEIVABLES CLEARING	\$30.54
	120532-7	UTILITY REFUND- LUCAS BROWN	\$58.69	90100000-10421	UTILITY RECEIVABLES CLEARING	\$58.69
	115068-9	UTILITY REFUND - KASSANDRA SMITH- BUCKWATER	\$92.77	90100000-10421	UTILITY RECEIVABLES CLEARING	\$92.77
	121477-4	UTILITY REFUND - WYATT THOM	\$159.05	90100000-10421	UTILITY RECEIVABLES CLEARING	\$159.05
	120033-6	UTILITY REFUND - WILLARD & GAIL FOSTER	\$182.85	90100000-10421	UTILITY RECEIVABLES CLEARING	\$182.85
	114171-2	UTILITY REFUND- MARIO DOGALI	\$193.61	90100000-10421	UTILITY RECEIVABLES CLEARING	\$193.61
Vendor Total:						\$1,575.69
OPERATING ENGINEER PUBLIC& MISC EMPLOYEES	86138 APR 19	APR 19 HEALTH INSURANCE	\$1,540.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$1,540.00
	Vendor Total:					\$1,540.00
OPPERMAN & SON INC	01P18473	INDUSTRIAL BELT	\$207.62	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$207.62
	01P17845	SYNFLEX TUBING	\$71.43	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$71.43
	01P20216	AMBER ROCKERS	\$69.92	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$69.92
	01P20052	SMART ALARM	\$220.97	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$220.97
	01P20375	FOOT SWITCH	\$46.44	10021210-56130	EXTERNAL SERVICES	\$46.44

List of Checks Presented for Approval on 5/3/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OPPERMAN & SON INC	01P18135	FUEL FILTERS	\$55.90	10021210-56130	EXTERNAL SERVICES	\$55.90
	01P19722	TAILIGHT	\$50.78	10022100-56130	EXTERNAL SERVICES	\$50.78
	01P20241	BUMPER GUIDE CLAMP	\$15.88	10024620-56130	EXTERNAL SERVICES	\$15.88
	01P18033	WIRE ASSEMBLY	\$37.91	10024620-56130	EXTERNAL SERVICES	\$37.91
	01P17669	OIL FILTERS	\$71.92	10024620-56130	EXTERNAL SERVICES	\$71.92
	01P19900	PANEL SWITCH	\$77.25	10024620-56130	EXTERNAL SERVICES	\$77.25
	01P17916	WIRE ASSEMBLY	\$82.52	10024620-56130	EXTERNAL SERVICES	\$82.52
	01P18227	ACTUATOR	\$101.35	10024620-56130	EXTERNAL SERVICES	\$101.35
	01P17149	OIL FILTER, CARTRIDGE	\$158.74	10024620-56130	EXTERNAL SERVICES	\$92.24
				80026400-56130	EXTERNAL SERVICES	\$66.50
	01P17619	FUEL/OIL FILTER	\$303.02	10024620-56130	EXTERNAL SERVICES	\$303.02
	01P18048	HVAC CONTROLLER	\$1,097.37	10024620-56130	EXTERNAL SERVICES	\$1,097.37
	01P18643	OIL FILTER	\$55.31	77725200-56130	EXTERNAL SERVICES	\$27.65
				77725200-56130	EXTERNAL SERVICES	\$27.66
	01P18644	FF/WS CART	\$64.51	77725200-56130	EXTERNAL SERVICES	\$32.25
				77725200-56130	EXTERNAL SERVICES	\$32.26
	01P19916	BUMPER GUIDE CLAMP	\$15.88	80026110-56130	EXTERNAL SERVICES	\$15.88
	01P19914	BUMPER GUIDES, CLAMP	\$79.44	80026110-56130	EXTERNAL SERVICES	\$79.44
	01P17732	MOTOR & GREARBOX	\$446.94	80026110-56130	EXTERNAL SERVICES	\$446.94
	01P17220	DISCONNECT SWITCH	\$91.26	80026400-56130	EXTERNAL SERVICES	\$91.26
	01P20389	THERMOSTAT, GASKETS	\$265.34	82027111-56130	EXTERNAL SERVICES	\$265.34
	01P20359	SILICONE HOSE, T-BOLT CLAMPS	\$514.74	82027111-56130	EXTERNAL SERVICES	\$514.74
	01P18779	HARNESS	\$105.81	84027221-56130	EXTERNAL SERVICES	\$105.81
	01P18164	MIRROR ASSEMBLY	\$337.08	84027221-56130	EXTERNAL SERVICES	\$337.08
	01P18636	SWITCH KIT	\$225.09	91521400-56130	EXTERNAL SERVICES	\$225.09
	01P20157	FILTER	\$5.86	20324100-58510	REIMBURSABLE JOBS	\$5.86
	01p20106	OIL FILTER	\$32.51	20324100-58510	REIMBURSABLE JOBS	\$32.51
	01P18136	FUEL FILTERS	\$55.90	20324100-58510	REIMBURSABLE JOBS	\$55.90
	01P18292	SENDER	\$119.53	20324100-58510	REIMBURSABLE JOBS	\$119.53
	Vendor Total:					\$5,084.22

List of Checks Presented for Approval on 5/3/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OWEN EQUIPMENT COMPANY	00045345	SKIRT CONVEYOR	\$64.75	10024620-56130	EXTERNAL SERVICES	\$64.75
	00045365	MAIN BROOM SHAFT, HUB ASSEMBLY	\$519.42	10024620-56130	EXTERNAL SERVICES	\$519.42
	00045229	MAIN BROOM CONVEYOR	\$633.77	10024620-56130	EXTERNAL SERVICES	\$633.77
	Vendor Total:					\$1,217.94
PACE SUPPLY CORPORATION	025251054-1	ULTRA FLEX CAP	\$298.70	82027111-54100	SUPPLIES	\$298.70
	25251054	ULTRA FLEX CAP	\$440.86	82027114-54100	SUPPLIES	\$440.86
	Vendor Total:					\$739.56
PAPA	DV043019	REGISTRATION - T THOMSEN	\$80.00	10022100-57100	LEARNING AND DEVELOPMENT	\$80.00
	Vendor Total:					\$80.00
PCMG INC	B11302090101	MICROSOFT ENTERPRISE AGREEMENT	\$1,236.18	20913900-54320	SOFTWARE	\$1,236.18
	Vendor Total:					\$1,236.18
PETERSON CAT	PC060152184	CM GUARDS	\$237.33	10022100-56130	EXTERNAL SERVICES	\$237.33
	PC060152118	GASKETS, FILTERS	\$77.79	10024620-56130	EXTERNAL SERVICES	\$77.79
	PC060152536	ELEMENTS, FILTER, CAP	\$177.29	10024620-56130	EXTERNAL SERVICES	\$177.29
	Vendor Total:					\$492.41
PETERSON TRUCKS INC	209359P	HINGE ASSEMBLY	\$321.08	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.49)
				91521400-56130	EXTERNAL SERVICES	\$2.24
				91521400-56130	EXTERNAL SERVICES	\$321.08
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.75)
	Vendor Total:					\$321.08
PG&E CO	3822-9 APR 19	PACIFIC GAS & ELECTRIC	\$10,252.59	10022100-55210	UTILITIES	\$72.68
				10022300-55210	UTILITIES	\$7.84
				20822500-55210	UTILITIES	\$2,780.17
				69122700-55210	UTILITIES	\$149.11
				70024500-55210	UTILITIES	\$673.92
				73022600-55210	UTILITIES	\$8.66
				73022600-55210	UTILITIES	\$238.47
				77725200-55210	UTILITIES	\$44.05
				82027111-55210	UTILITIES	\$408.36

List of Checks Presented for Approval on 5/3/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PG&E CO	3822-9 APR 19	PACIFIC GAS & ELECTRIC	\$10,252.59	84027221-55210	UTILITIES	\$106.72
				84027225-55210	UTILITIES	\$5,762.61
				Vendor Total:		\$10,252.59
RAIN FOR RENT, WOODLAND	1330957	RENTAL OF ONE 8" TRASH PUMP	\$5,069.57	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$5,069.57
				Vendor Total:		\$5,069.57
REDWOOD COAST FUELS	2036390	CARDLOCK FUEL PURCHASES	\$105.30	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$105.30
	2036249	CARDLOCK FUEL PURCHASES	\$389.11	10022100-56210	FUEL & FLUIDS	\$389.11
			Vendor Total:		\$494.41	
ROGINA WATER COMPANY	0380 MAR 19	WATER SERVICE - 1301 TALMAGE RD	\$23.84	10021210-55210	UTILITIES	\$11.92
				91521400-55210	UTILITIES	\$11.92
				Vendor Total:		\$23.84
SAFEWAY INC	STMT APR 19	MISCELLANEOUS PURCHASES AS REQ	\$389.70	90000000-23243	FAMILY FUN IN THE SUN	\$39.13
				82027111-57100	LEARNING AND DEVELOPMENT	\$13.04
				10022840-54100	SUPPLIES	\$59.61
				20620231-54100	SUPPLIES	\$113.26
				73022600-54100	SUPPLIES	\$54.70
				73022600-54100	SUPPLIES	\$82.01
				77725200-54100	SUPPLIES	\$27.95
				Vendor Total:		\$389.70
SEAN KAESER	TA 5/15-16/19	TRAVEL ADVANCE	\$30.00	10020210-57100	LEARNING AND DEVELOPMENT	\$30.00
				Vendor Total:		\$30.00
SNAP-ON INDUSTRIAL	ARV/39597780	GARAGE TOOLS	\$430.06	20324100-54102	SMALL TOOLS	\$430.06
	ARV/39669099	GARAGE TOOLS	\$977.13	20324100-54102	SMALL TOOLS	\$977.13
			Vendor Total:		\$1,407.19	
SPORT & CYCLE INC	216111	JUGS BP1 PITCHING MACHINE	\$1,604.72	90000000-23256	SPECIAL EVENTS TRUST	\$1,604.72
				Vendor Total:		\$1,604.72
STAPLES CREDIT PLAN	50092	PC SPEAKER, PAPER DIVIDERS	\$38.63	73022600-54330	COMPUTER AND TECHNOLOGY	\$38.63
	47035	MARKERS, STAMP, BULLETIN FOR EMPLOYEE ASSOC.	\$74.29	10012200-54100	SUPPLIES	\$32.13

List of Checks Presented for Approval on 5/3/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	47035	MARKERS, STAMP, BULLETIN FOR EMPLOYEE ASSOC.	\$74.29	10013400-54100	SUPPLIES	\$42.16
	8926	RETURN CUSTOM DOCUMENTS	(\$145.02)	10012800-54100	SUPPLIES	(\$145.02)
	8922	CUSTOM DOCUMENTS	\$444.42	10012800-54100	SUPPLIES	\$444.42
	48503	TURBO USB	\$43.53	10020210-54100	SUPPLIES	\$43.53
	44606	DVD R SPIND	\$54.42	10020210-54100	SUPPLIES	\$54.42
	46461	DUTY BOXES	\$27.21	20413500-54100	SUPPLIES	\$27.21
	48788	MOUNTABLE SWITCH	\$41.36	20913900-54100	SUPPLIES	\$41.36
	46763	COLORED COPY PAPER, DISINFECTING WIPES	\$114.25	20913900-54100	SUPPLIES	\$114.25
	48716	BATTERIES, ADAPTER CABLE	\$32.64	69122700-54100	SUPPLIES	\$32.64
	50772	PRESENTER LASER POINTER, WALL CHARGER	\$70.74	69122700-54100	SUPPLIES	\$70.74
	50549	ENVELOPES	\$71.05	77725200-54100	SUPPLIES	\$71.05
	46598	CLIPBOARDS, AVERY LABELS, DUSTER, WIPES	\$168.12	77725200-54100	SUPPLIES	\$168.12
	77507	NETWORK CABLE	\$32.65	80026110-54100	SUPPLIES	\$32.65
	44303	GEL PEN, SCIENTIFIC CALCULATOR	\$35.29	82027111-54100	SUPPLIES	\$35.29
	50091	SHARPIES, SCIENTIFIC CALCULATOR	\$62.29	82027111-54100	SUPPLIES	\$62.29
	44782	MONITOR	\$174.19	82027111-54100	SUPPLIES	\$174.19
	45451	WHITE-OUT, GEL PENS, CARTRIDGE	\$185.00	82027111-54100	SUPPLIES	\$185.00
	44580	PUSH PINS, SHARPIES	\$38.79	82027114-54100	SUPPLIES	\$38.79
	45984	NOTEBOOKS	\$18.48	84027221-54100	SUPPLIES	\$18.48
	45086	USB	\$65.31	84027221-54100	SUPPLIES	\$65.31
Vendor Total:						\$1,647.64
STERICYCLE INC	3004372797	'SHARPS' DISPOSAL AS NEEDED	\$57.66	10020210-54100	SUPPLIES	\$57.66
	3004479581	'SHARPS' DISPOSAL AS NEEDED	\$60.06	10020210-54100	SUPPLIES	\$60.06
	3004586750	'SHARPS' DISPOSAL AS NEEDED	\$60.06	10020210-54100	SUPPLIES	\$60.06
Vendor Total:						\$177.78
SYDNEY DEARBORN	P7495083	REIMBURSEMENT FOR MEDICAL INSURANCE	\$1,824.42	91500000-20561	ACCRUED SICK	\$1,824.42
Vendor Total:						\$1,824.42

List of Checks Presented for Approval on 5/3/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TGIF REPAIRS INC	5861	PRINTER MAINTENANCE	\$175.00	10012500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$175.00
	5813	PRINTER MAINTENANCE	\$175.00	10023320-56120	EQUIPMENT MAINTENANCE & REPAIR	\$175.00
	5860	PRINTER MAINTENANCE	\$175.00	20513300-56120	EQUIPMENT MAINTENANCE & REPAIR	\$175.00
					Vendor Total:	\$525.00
THE COFFEE CRITIC INC	13555	MISC. COFFEE SUPPLIES AS NEEDED	\$135.00	10021210-54100	SUPPLIES	\$67.50
				91521400-54100	SUPPLIES	\$67.50
	R20901	MISC. COFFEE SUPPLIES AS NEEDED	\$45.00	73022600-54100	SUPPLIES	\$45.00
					Vendor Total:	\$180.00
TIGER CORPORATION	6548936	TRACTOR W/ TIGER BENGAL SERIES	\$127,328.00	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$588.52)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$147.13)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$588.52)
				10024620-80100	MACHINERY & EQUIPMENT	\$4,812.00
				10024620-80100	MACHINERY & EQUIPMENT	\$5,223.12
				10024620-80100	MACHINERY & EQUIPMENT	\$58,852.00
				77925200-80100	MACHINERY & EQUIPMENT	\$2,406.00
				77925200-80100	MACHINERY & EQUIPMENT	\$2,611.56
				77925200-80100	MACHINERY & EQUIPMENT	\$29,426.00
				84027221-80100	MACHINERY & EQUIPMENT	\$2,406.00
				84027221-80100	MACHINERY & EQUIPMENT	\$2,611.55
				84027221-80100	MACHINERY & EQUIPMENT	\$29,426.00
				90000000-23028	MEASURE Y DISTRICT TAX	(\$588.52)
				90000000-23013	STATE USE TAX LIABILITY	(\$8,533.54)
					Vendor Total:	\$127,328.00
TRACEY PORTER	TA 5/15-16/19	TRAVEL ADVANCE	\$30.00	10020210-57100	LEARNING AND DEVELOPMENT	\$30.00
					Vendor Total:	\$30.00
TRI AIR TESTING INC	125701	EQUIPMENT MAINTENANCE	\$195.01	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$97.50

List of Checks Presented for Approval on 5/3/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TRI AIR TESTING INC	125701	EQUIPMENT MAINTENANCE	\$195.01	91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$97.51
					Vendor Total:	\$195.01
TRI-VALLEY PAINTS	1-82657	PAINT SUPPLIES	\$45.85	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.22)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.16)
				82027111-54102	SMALL TOOLS	\$0.38
				82027111-54102	SMALL TOOLS	\$45.85
					Vendor Total:	\$45.85
TUFTS POLYGRAPH & INVESTIGATION	2019-468(A)	POLYGRAPH & INVESTIGATION SERVICE	\$750.00	10016100-54161	BACKGROUND & PHYSICALS	\$750.00
					Vendor Total:	\$750.00
UCC CORP	190740	REDMAX RECIPROCATING TRIMMER	\$1,567.80	10024620-54102	SMALL TOOLS	\$1,567.80
					Vendor Total:	\$1,567.80
UKIAH PAPER SUPPLY	1496389	JANITORIAL & MISC. SUPPLIES AS	\$60.88	10022100-54100	SUPPLIES	\$60.88
	1496364	JANITORIAL & MISC. SUPPLIES AS	\$261.49	10022100-54100	SUPPLIES	\$261.49
	1497031	JANITORIAL & MISC. SUPPLIES AS	\$351.78	10022100-54100	SUPPLIES	\$351.78
	1496204	JANITORIAL & MISC. SUPPLIES AS	\$202.34	10024620-54100	SUPPLIES	\$202.34
	1496199	JANITORIAL & MISC. SUPPLIES AS	\$192.00	20822500-54100	SUPPLIES	\$192.00
	1496382	JANITORIAL & MISC. SUPPLIES AS	\$311.00	20822500-54100	SUPPLIES	\$311.00
	496503	JANITORIAL & MISC. SUPPLIES AS	\$104.49	73022600-54100	SUPPLIES	\$104.49
	496880	JANITORIAL & MISC. SUPPLIES AS	\$128.97	73022600-54100	SUPPLIES	\$128.97
	496527	JANITORIAL & MISC. SUPPLIES AS	\$249.90	73022600-54100	SUPPLIES	\$249.90
	1496314	JANITORIAL & MISC. SUPPLIES AS	\$93.19	84027221-54100	SUPPLIES	\$93.19
	1496824	JANITORIAL & MISC. SUPPLIES AS	\$114.13	84027225-54100	SUPPLIES	\$114.13
	1497120	JANITORIAL & MISC. SUPPLIES AS	\$147.06	84027225-54100	SUPPLIES	\$147.06
					Vendor Total:	\$2,217.23
UKIAH ROD AND GUN CLUB	DV0402719	INSTRUCTOR	\$56.00	10022850-52100	CONTRACTED SERVICES	\$56.00
					Vendor Total:	\$56.00
UKIAH TROPHIES & GIFTS	032870	TROPHIES, BEER MUGS, CHAMPIONS T-SHIRTS	\$389.77	10022822-54100	SUPPLIES	\$389.77
					Vendor Total:	\$389.77

List of Checks Presented for Approval on 5/3/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH VALLEY CULTURAL & RECREATIONAL CENTER	DV043019	18/19 DONATION FOR ARRC	\$3,500.00	63320210-59105	CONTRIBUTIONS TO OTHER AGENCY	\$3,500.00
					Vendor Total:	\$3,500.00
UNITED SITE SERVICES	114-8334561	PORTABLE TOILET RENTAL	\$341.49	90000000-23243	FAMILY FUN IN THE SUN	\$341.49
					Vendor Total:	\$341.49
UPS	0000E19R54169	SHIPPING CHARGES	\$36.40	80026200-54100	SUPPLIES	\$36.40
					Vendor Total:	\$36.40
US BANK CORPORATE PAYMENT SERVICES	MAY 19	CAL CARD PURCHASES	\$984.31	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$8.70
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$8.71
				10021210-57100	LEARNING AND DEVELOPMENT	\$332.70
				91521400-57100	LEARNING AND DEVELOPMENT	\$332.70
				25321210-54102	SMALL TOOLS	\$33.98
				91621400-54102	SMALL TOOLS	\$33.99
				10021210-54100	SUPPLIES	\$104.24
				91521400-54100	SUPPLIES	\$25.04
				91521400-54100	SUPPLIES	\$104.25
					Vendor Total:	\$984.31
US POST OFFICE	DV050119	2019 SUMMER REC GUIDE POSTAGE #243	\$2,650.00	10022850-54100	SUPPLIES	\$2,650.00
					Vendor Total:	\$2,650.00
VIA MAGAZINE	2250291	SPRING 2019 ADVERTISING	\$1,275.00	75012700-52515	ADVERTISING & PUBLICATION	\$1,275.00
					Vendor Total:	\$1,275.00
WALMART COMMUNITY	007696	FAMILY FUN SUPPLIES	\$28.17	90000000-23243	FAMILY FUN IN THE SUN	\$28.17
	002292	WATER CASES - BOUNCE TO THE STARS	\$59.11	90000000-23243	FAMILY FUN IN THE SUN	\$59.11
	007695	DAY CAMP SUPPLIES	\$103.91	10022840-54100	SUPPLIES	\$103.91
	002065	DAY CAMP SUPPLIES	\$140.98	10022840-54100	SUPPLIES	\$140.98
	005765	CARPET, TEA MIX	\$21.14	73022600-54100	SUPPLIES	\$21.14
					Vendor Total:	\$353.31

List of Checks Presented for Approval on 5/3/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WERLE ENTERPRISE LLC	0094559	BASKETBALL STRESS RELIEVER	\$556.95	90000000-23256	SPECIAL EVENTS TRUST	\$556.95
					Vendor Total:	\$556.95
WEST ENTERPRISE CENTER	1555	CDBG MICROENTERPRISE TECHNICAL	\$8,952.50	61123410-52100	CONTRACTED SERVICES	\$8,952.50
					Vendor Total:	\$8,952.50
WILLOW COUNTY WATER DIST	10010 APR 19	WATER SERVICE	\$23.49	10021210-55210	UTILITIES	\$11.74
				91521400-55210	UTILITIES	\$11.75
	40351 APR 19	WATER SERVICE	\$20.00	31122000-55210	UTILITIES	\$20.00
	40353 APR 19	WATER SERVICE - 1640 STATE ST	\$28.36	31122000-55210	UTILITIES	\$28.36
	81154 APR 19	WATER SERVICE	\$23.87	84027225-55210	UTILITIES	\$23.87
	Vendor Total:					\$95.72
WYATT IRRIGATION CO	254867 00	PARKS DEPT SUPPLIES	\$9.67	10022100-54100	SUPPLIES	\$9.67
	255549 00	IRRIGATION PARTS	\$23.91	10022100-54100	SUPPLIES	\$23.91
	254732 00	IRRIGATION PARTS	\$75.09	10022100-54100	SUPPLIES	\$75.09
	25525 00	GLOBE VALVE	\$131.83	10022100-54100	SUPPLIES	\$131.83
	254773 00	VARIABLE ARC NOZZLES	\$312.77	10022100-54100	SUPPLIES	\$312.77
Vendor Total:					\$553.27	
INVOICE TOTAL:					\$786,214.24	

List of Checks Presented for Approval on 5/10/2019

The following list of bills payable was reviewed and approved for payment.

 C-24-19 JB CR
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AARON CHRISTOPHER FORD	DV041519.1	INSTRUCTOR	\$582.00	10022850-52100	CONTRACTED SERVICES	\$582.00
Vendor Total:						\$582.00
ACME RIGGING & SUPPLY CO	301056	MISC RENTAL & SUPPLIES AS NEEDED	\$9.73	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$9.73
	301264	MISC RENTAL & SUPPLIES AS NEEDED	\$170.56	10024620-54120	PW - SPECIAL SUPPLIES	\$170.56
	301394	MISC RENTAL & SUPPLIES AS NEEDED	\$307.01	10024620-54120	PW - SPECIAL SUPPLIES	\$307.01
	301263	MISC RENTAL & SUPPLIES AS NEEDED	\$383.23	10024620-54102	SMALL TOOLS	\$383.23
	301062	MISC RENTAL & SUPPLIES AS NEEDED	\$84.31	80026110-54100	SUPPLIES	\$84.31
Vendor Total:						\$954.84
AFLAC	612128	CANCER/LIFE/ACC INSURANCE	\$7,315.86	20700000-20527	SECTION 125 (CANCER & LIFE)	\$7,315.86
Vendor Total:						\$7,315.86
ALEXANDER C RICH	DV050719	REIMBURSEMENT-SEWER LATERAL	\$986.09	84427222-52100	CONTRACTED SERVICES	\$986.09
Vendor Total:						\$986.09
ALHAMBRA NATIONAL WATER	5109554 050619	DRINKING WATER SERVICES	\$118.39	69122700-54100	SUPPLIES	\$23.05
				84027225-54100	SUPPLIES	\$95.34
Vendor Total:						\$118.39
ALONZO FRIAS	TR 4/21-25/19	TRAVEL REIMBURSEMENT	\$41.67	82027111-57100	LEARNING AND DEVELOPMENT	\$41.67
Vendor Total:						\$41.67
ALPHA ANALYTICAL LABORATORIES INC	9042300-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$60.00	82027111-52100	CONTRACTED SERVICES	\$60.00
	9042301-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$80.00	82027111-52100	CONTRACTED SERVICES	\$80.00
	9042012-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$110.00	82027111-52100	CONTRACTED SERVICES	\$110.00
	9043202-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$110.00	82027111-52100	CONTRACTED SERVICES	\$110.00
	9041706-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$120.00	82027111-52100	CONTRACTED SERVICES	\$120.00
	9041434-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$170.00	82027111-52100	CONTRACTED SERVICES	\$170.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	9044340-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$170.00	82027111-52100	CONTRACTED SERVICES	\$170.00
	9044834-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$170.00	82027111-52100	CONTRACTED SERVICES	\$170.00
	9042477-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$230.00	82027111-52100	CONTRACTED SERVICES	\$230.00
	Vendor Total:					\$1,220.00
ALPINE AWARDS	5534760	2019 YOUTH SOFTBALL SHIRTS	\$23.97	10022832-54100	SUPPLIES	\$23.97
					Vendor Total:	\$23.97
ALSCO-AMERICAN LINEN DIVISION	LSRO1136332	LAUNDRY SERVICES	\$162.00	20324100-52100	CONTRACTED SERVICES	\$162.00
	LSRO1138953	LAUNDRY SERVICES	\$174.69	20324100-52100	CONTRACTED SERVICES	\$174.69
	LSRO1133386	LAUNDRY SERVICES	\$273.47	20324100-52100	CONTRACTED SERVICES	\$273.47
	LSRO1136142	LAUNDRY SERVICES	\$273.47	20324100-52100	CONTRACTED SERVICES	\$273.47
	Vendor Total:					\$883.63
ALTEC INDUSTRIES INC	50395457	PARTS & MATERIALS AS NEEDED	\$423.00	80026110-56130	EXTERNAL SERVICES	\$423.00
					Vendor Total:	\$423.00
AMAZON CAPITAL SERVICES	1NRM-CCHK-4CWY	UNDER CAR SET STORAGE	\$99.99	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.50)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.12)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.50)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.50)
				90000000-23013	STATE USE TAX LIABILITY	(\$7.25)
				77725200-54100	SUPPLIES	\$8.87
				77725200-54100	SUPPLIES	\$99.99
	1PPF-GRXC-9PPL	TIRE JACK/DOLLY AND BINOCULAR	\$557.02	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.52)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.39)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.52)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.52)
				77725200-54102	SMALL TOOLS	\$27.06
				77725200-54102	SMALL TOOLS	\$557.02

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1PPF-GRXC-9PPL	TIRE JACK/DOLLY AND BINOCULAR	\$557.02	90000000-23013	STATE USE TAX LIABILITY	(\$22.11)
					Vendor Total:	----- \$657.01
ARAMARK UNIFORM SERVICES	704335798	UNIFORM, MAT & TOWEL SVC	\$128.68	20822500-56300	BUILDING MAINT. & REPAIR	\$128.68
	704356374	UNIFORM, MAT & TOWEL SVC	\$128.68	20822500-56300	BUILDING MAINT. & REPAIR	\$128.68
	704324902	UNIFORM, MAT & TOWEL SVC	\$95.30	31122000-56300	BUILDING MAINT. & REPAIR	\$95.30
	704346097	UNIFORM, MAT & TOWEL SVC	\$95.30	31122000-56300	BUILDING MAINT. & REPAIR	\$95.30
	704366757	UNIFORM, MAT & TOWEL SVC	\$95.30	31122000-56300	BUILDING MAINT. & REPAIR	\$95.30
	704356375	UNIFORM, MAT & TOWEL SVC	\$91.64	73022600-56300	BUILDING MAINT. & REPAIR	\$91.64
	704335799	UNIFORM, MAT & TOWEL SVC	\$292.67	73022600-56300	BUILDING MAINT. & REPAIR	\$292.67
	704324916	UNIFORM, MAT & TOWEL SVC	\$67.01	77725200-54100	SUPPLIES	\$67.01
	704335817	UNIFORM, MAT & TOWEL SVC	\$67.01	77725200-54100	SUPPLIES	\$67.01
	704346111	UNIFORM, MAT & TOWEL SVC	\$67.01	77725200-54100	SUPPLIES	\$67.01
	704356392	UNIFORM, MAT & TOWEL SVC	\$67.01	77725200-54100	SUPPLIES	\$67.01
	704366771	UNIFORM, MAT & TOWEL SVC	\$67.01	77725200-54100	SUPPLIES	\$67.01
					Vendor Total:	----- \$1,262.62
ARROW INTERNATIONAL	9501231384	EZ-10 NEEDLES	\$54.69	10021210-54100	SUPPLIES	\$27.34
				91521400-54100	SUPPLIES	\$27.35
					Vendor Total:	----- \$54.69
AT&T	000012978696	T1 TO INTERNET FOR DOJ/CLETS	\$301.34	10020210-55100	TELEPHONE	\$150.67
				20620231-55100	TELEPHONE	\$150.67
	000012985730	TELEPHONE SERVICES	\$15.26	10021210-55100	TELEPHONE	\$7.63
				91521400-55100	TELEPHONE	\$7.63
	000012985729	TELEPHONE SERVICES	\$20.58	10021210-55100	TELEPHONE	\$10.29
				91521400-55100	TELEPHONE	\$10.29
	3138 APR 19	DSL FOR 911 REMOTE SUPPORT	\$87.49	20620231-55100	TELEPHONE	\$87.49
					Vendor Total:	----- \$424.67
BAY AREA BARRICADE SERVICE INC	0002301	RAIL REFLECTORS, ISLAND ALERT	\$592.40	10017200-54100	SUPPLIES	\$592.40
					Vendor Total:	----- \$592.40

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BOYS AND GIRLS CLUB OF UKIAH	DV050119	19/20 ANNUAL DONATION FOR DRUG	\$15,000.00	63020210-59105	CONTRIBUTIONS TO OTHER AGENCY	\$15,000.00
					Vendor Total:	\$15,000.00
CANDICE RASMASON	TA 5/15-16/19	TRAVEL ADVANCE	\$682.82	10013400-57100	LEARNING AND DEVELOPMENT	\$682.82
					Vendor Total:	\$682.82
CHEVRON AND TEXACO BUSINESS CARD SVCS	56041210	FUEL AS NEEDED UPD	\$1,178.82	10020210-56210	FUEL & FLUIDS	\$1,178.82
					Vendor Total:	\$1,178.82
CHROMAGRAPHS	66947	BUSINESS CARDS- J OROZCO	\$57.58	10010000-54100	SUPPLIES	\$57.58
	67787	BUSINESS CARDS- C SAUERS, A COWAN	\$91.88	10020210-54100	SUPPLIES	\$60.81
				80026400-54100	SUPPLIES	\$31.07
					Vendor Total:	\$149.46
CINDY SAUERS	TA 5/22-23/19	TRAVEL ADVANCE	\$273.85	80026400-57100	LEARNING AND DEVELOPMENT	\$273.85
					Vendor Total:	\$273.85
CODE PUBLISHING COMPANY	63460	CODIFICATION SERVICES AS PER A	\$100.50	10012500-52100	CONTRACTED SERVICES	\$100.50
					Vendor Total:	\$100.50
COMCAST	1067 MAY 19	INTERNET SERVICES	\$113.18	10021210-55100	TELEPHONE	\$56.59
				91521400-55100	TELEPHONE	\$56.59
					Vendor Total:	\$113.18
COOPER COMPLIANCE CORPORATION	1899	COMPLIANCE & REPORTING SERVICE	\$500.00	80026400-52100	CONTRACTED SERVICES	\$500.00
					Vendor Total:	\$500.00
DANIEL FLORES	BA FY 18/19	BOOT ALLOWANCE	\$150.00	10024210-54100	SUPPLIES	\$50.00
				82027110-54100	SUPPLIES	\$50.00
				84027220-54100	SUPPLIES	\$50.00
					Vendor Total:	\$150.00
DAVID RAPPORT	7036	LEGAL SERVICES FOR FY 18/19	\$554.00	10017200-52100	CONTRACTED SERVICES	\$554.00
	7035	LEGAL SERVICES FOR FY 18/19	\$24,606.03	10014000-52150	LEGAL SERVICES/EXPENSES	\$10,160.40
				20414000-52150	LEGAL SERVICES/EXPENSES	\$691.83

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DAVID RAPPORT	7035	LEGAL SERVICES FOR FY 18/19	\$24,606.03	80014000-52150	LEGAL SERVICES/EXPENSES	\$895.74
				82014000-52150	LEGAL SERVICES/EXPENSES	\$2,733.19
				84014000-52150	LEGAL SERVICES/EXPENSES	\$648.59
				90214000-52150	LEGAL SERVICES/EXPENSES	\$1,734.13
				94024423-52150	LEGAL SERVICES/EXPENSES	\$7,742.15
Vendor Total:						\$25,160.03
DIANN LUCCHETTI	TA 5/22-23/19	TRAVEL ADVANCE	\$273.85	80026400-57100	LEARNING AND DEVELOPMENT	\$273.85
					Vendor Total:	
EBA ENGINEERING	5053	TASK 2B - 1ST QUARTER 2019 DETECTION	\$6,885.00	70024500-52100	CONTRACTED SERVICES	\$6,885.00
					Vendor Total:	
ENNIS-FLINT INC	231328	TRAFFIC PAINTS	\$308.67	10024620-54127	PW - SIGN POSTS/SHEETING	\$308.67
	231326	TRAFFIC PAINT	\$722.46	10024620-54127	PW - SIGN POSTS/SHEETING	\$722.46
	Vendor Total:					\$1,031.13
EXCISE TAX DIVISION	Q1 2019	FIRST QTR 2019 ELECTRIC ENERGY SURCHARGE RETURN	\$6,268.00	90000000-23009	ELECTRIC SURCHARGE TRUST	\$5,698.00
				80026220-59101	FEES	\$570.00
				Vendor Total:		\$6,268.00
FASTENAL	CAUKA35026	MISC. SUPPLIES AS NEEDED	\$1.88	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1.88
					Vendor Total:	
FRED PRYOR SEMINARS	20-27188361	REGISTRATION - UTILITY BILLING DEPT.	\$316.00	20513300-57100	LEARNING AND DEVELOPMENT	\$316.00
					Vendor Total:	
GARTON TRACTOR INC	CU43290	COUPLING AND HOSE	\$60.97	20324100-54100	SUPPLIES	\$60.97
					Vendor Total:	
GCR TIRES & SERVICES	851-45716	TIRES, TUBES REPAIRS & LABOR	\$22.70	10020210-56130	EXTERNAL SERVICES	\$22.70
	851-45849	TIRES, TUBES REPAIRS & LABOR	\$185.91	10020210-56130	EXTERNAL SERVICES	\$185.91
	851-45592	TIRES, TUBES REPAIRS & LABOR	\$369.53	10020210-56130	EXTERNAL SERVICES	\$369.53

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GCR TIRES & SERVICES	851-45793	TIRES, TUBES REPAIRS & LABOR	\$20.00	10022100-56130	EXTERNAL SERVICES	\$20.00
	851-45737	TIRES, TUBES REPAIRS & LABOR	\$923.95	10022100-56130	EXTERNAL SERVICES	\$923.95
	851-45662	TIRES, TUBES REPAIRS & LABOR	\$60.00	80026110-56130	EXTERNAL SERVICES	\$60.00
	851-45825	TIRES, TUBES REPAIRS & LABOR	\$798.65	82027114-56130	EXTERNAL SERVICES	\$798.65
	851-45569	TIRES, TUBES REPAIRS & LABOR	\$525.00	84027221-56130	EXTERNAL SERVICES	\$525.00
	851-45826	TIRES, TUBES REPAIRS & LABOR	\$798.65	84027221-56130	EXTERNAL SERVICES	\$798.65
	851-45774	TIRES, TUBES REPAIRS & LABOR	\$702.75	20513380-56100	VEHICLE & EQUIPMENT MAINT. & R	\$702.75
Vendor Total:						\$4,407.14
GEORGINA FETH-MICHEL	48	GINNY FETH-MICHEL - CAFR & FIN	\$14,175.00	10013400-52100	CONTRACTED SERVICES	\$14,175.00
Vendor Total:						\$14,175.00
GHD INC	118696	TRANSPORTATION IMPROVEMENTS RE	\$472.00	10024620-80230	INFRASTRUCTURE	\$472.00
	117656	TRANSPORTATION IMPROVEMENTS RE	\$2,259.00	10024620-80230	INFRASTRUCTURE	\$2,259.00
	117636	TRANSPORTATION IMPROVEMENTS RE	\$4,288.50	10024620-80230	INFRASTRUCTURE	\$4,288.50
	119602	PLAN & SPEC PREP - STREETSCAPE	\$66,331.22	10024620-80230	INFRASTRUCTURE	\$49,651.28
				82227113-80230	INFRASTRUCTURE	\$7,762.16
				84427221-80230	INFRASTRUCTURE	\$8,917.78
	119727	PLAN & SPEC PREP - STREETSCAPE	\$220,450.21	10024620-80230	INFRASTRUCTURE	\$176,439.72
				50024220-80230	INFRASTRUCTURE	\$3,746.49
				82227113-80230	INFRASTRUCTURE	\$21,745.12
				84427221-80230	INFRASTRUCTURE	\$18,518.88
	119443	RAIL TRAIL PHASE 3	\$19,507.89	51124210-80230	INFRASTRUCTURE	\$19,507.89
Vendor Total:						\$313,308.82
GRADY HURN	TA 5/13-16/19	TRAVEL ADVANCE	\$785.21	80026120-57100	LEARNING AND DEVELOPMENT	\$785.21
Vendor Total:						\$785.21
GRANITE CONSTRUCTION COMPANY	1570044	MISC. ROCK & ROAD PATCH MATERIAL	\$220.64	82027114-54100	SUPPLIES	\$100.93
				84027221-54100	SUPPLIES	\$119.71
	1570024	MISC. ROCK & ROAD PATCH MATERIAL	\$1,122.15	82027114-54100	SUPPLIES	\$1,122.15
	1570028	MISC. ROCK & ROAD PATCH MATERIAL	\$109.91	84027221-54100	SUPPLIES	\$109.91
Vendor Total:						\$1,452.70

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GREATER UKIAH CHAMBER OF COMMERCE	101	CELEBRATION OF LEADERS	\$550.00	10012200-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$550.00
					Vendor Total:	\$550.00
HANSEL FORD	46005-00	ARM, CORE DEPOSIT, OIL COOLER, CONDENSER	\$4,020.96	10020210-56130	EXTERNAL SERVICES	\$4,020.96
	1171184	MISC. PARTS & MATERIALS AS NEEDED	\$370.53	80026110-56130	EXTERNAL SERVICES	\$370.53
					Vendor Total:	\$4,391.49
HERC RENTALS INC	30728233-001	RENTAL OR PURCHASE OF MISC. EQUIPMENT	\$580.25	10024224-54100	SUPPLIES	\$580.25
					Vendor Total:	\$580.25
INTEGRITY SHRED	93341	SHREDDING SERVICES	\$37.50	10020210-54100	SUPPLIES	\$18.75
				20620231-54100	SUPPLIES	\$18.75
					Vendor Total:	\$37.50
JAROD THIELE	BA FY 18/19	BOOT ALLOWANCE	\$150.00	10024210-54100	SUPPLIES	\$50.00
				82027110-54100	SUPPLIES	\$50.00
				84027220-54100	SUPPLIES	\$50.00
					Vendor Total:	\$150.00
JENSEN PRECAST CORP	CD99011879	DROP INLET	\$359.29	10024224-54100	SUPPLIES	\$359.29
					Vendor Total:	\$359.29
JIM EDDIE	BA FY 18/19	BOOT ALLOWANCE	\$150.00	82027114-54100	SUPPLIES	\$75.00
				84027221-54100	SUPPLIES	\$75.00
					Vendor Total:	\$150.00
KAREN HOLMES	TR 4/23-27/19	TRAVEL REIMBURSEMENT	\$33.69	69122700-57100	LEARNING AND DEVELOPMENT	\$33.69
					Vendor Total:	\$33.69
KEN FOWLER MOTORS INC	19907	MISC. AUTOMOTIVE PARTS AS NEEDED	\$113.58	80026110-56130	EXTERNAL SERVICES	\$113.58
					Vendor Total:	\$113.58
LACO ASSOCIATES	0043793	PREPARE NOI FOR HMGP FOR FIRE	\$2,152.50	80026400-52100	CONTRACTED SERVICES	\$2,152.50
					Vendor Total:	\$2,152.50
LEGAL SHIELD	38295 MAY 19	MAY 19 PRE-PAID LEGAL	\$129.50	20700000-20526	PREPAID LEGAL - AFLAC	\$129.50
					Vendor Total:	\$129.50
LES SCHWAB TIRE CENTER	64000419379	MISC. TIRE SERVICES AS NEEDED	\$142.84	77725200-56130	EXTERNAL SERVICES	\$142.84
					Vendor Total:	\$142.84

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LS MITCHELL ARCHITECT INC	1055	ARCHITECTURE SVCS HASTING ROAD	\$1,889.97	80126100-80220	BUILDING IMPROVEMENTS	\$1,889.97
					Vendor Total:	\$1,889.97
MARK HAROLD LUOTO	3081	REIMBURSEMENT-SEWER LATERAL	\$2,000.00	84427222-52100	CONTRACTED SERVICES	\$2,000.00
					Vendor Total:	\$2,000.00
MARK PARDINI	137049	DOOR WASHER GASKET	\$150.48	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$150.48
					Vendor Total:	\$150.48
MATHESON TRI-GAS INC	19608817	OXYGEN & MISC. SUPPLIES AS NEEDED	\$71.81	82027114-54100	SUPPLIES	\$71.81
					Vendor Total:	\$71.81
MCCARTY'S AUTO GLASS	2111	AUTO GLASS REPAIR/REPLACE	\$225.00	10024620-52100	CONTRACTED SERVICES	\$225.00
					Vendor Total:	\$225.00
MEL GRANDI	TA 5/22-23/19	TRAVEL ADVANCE	\$451.77	80026400-57100	LEARNING AND DEVELOPMENT	\$451.77
					Vendor Total:	\$451.77
MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY	CU12919	DISPOSAL OF NON-RCRA LIQUIDS	\$1,800.00	84027225-59101	FEES	\$1,800.00
					Vendor Total:	\$1,800.00
MILLVIEW COUNTY WATER DISTRICT	UVFA APR 19	WATER SERVICES - LOVERS LANE	\$85.79	10021210-55210	UTILITIES	\$42.89
				91521400-55210	UTILITIES	\$42.90
					Vendor Total:	\$85.79
NORTH COAST OPPORTUNITIES, INC	120618	IMPLEMENTING COMMUNITY FOCUS G	\$1,718.75	10022810-52100	CONTRACTED SERVICES	\$1,718.75
	042619	IMPLEMENTING COMMUNITY FOCUS G	\$3,478.75	10022810-52100	CONTRACTED SERVICES	\$3,478.75
					Vendor Total:	\$5,197.50
OFFICE DEPOT	306957108010	PAD, CLIPBOARD, FOLDERS, COPY PAPER	\$56.78	10012200-54100	SUPPLIES	\$56.78
	304676470001	TONERS	\$782.97	10013400-54100	SUPPLIES	\$587.22
				20413500-54100	SUPPLIES	\$195.75
	305019955001	PAPER CLIPS, STICKY NOTES	\$17.13	10020210-54100	SUPPLIES	\$17.13
	305021544001	SANITIZER	\$60.55	10020210-54100	SUPPLIES	\$60.55
	303397774001	MOUSE, CARTRIDGE	\$108.39	10020210-54100	SUPPLIES	\$108.39
	299525147001	CARTRIDGE	\$163.25	10020210-54100	SUPPLIES	\$163.25

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OFFICE DEPOT	297001063001	CARTRIDGE, PEN	\$293.84	10020210-54100	SUPPLIES	\$293.84
	298894769001	ENVELOPES, ENERCEL PEN	\$61.32	20513300-54100	SUPPLIES	\$61.32
	304457822001	PEN, TONER	\$37.51	80026400-54100	SUPPLIES	\$37.51
	306366621001	PRECISE PENS, MARKERS	\$55.24	80026400-54100	SUPPLIES	\$55.24
	297530975001	BATTERIES	\$108.11	80026400-54100	SUPPLIES	\$108.11
Vendor Total:						\$1,745.09
ONE TIME PAY VENDOR	DV050719	RECREATION REFUND- CESAR'S BARBER SHOP	\$450.00	10022822-44915	RECREATION PROGRAM INCOME	\$450.00
	117393-9	UTILITY REFUND - TRAVIS THOMPSON	\$19.85	90100000-10421	UTILITY RECEIVABLES CLEARING	\$19.85
	118172-6	UTILITY REFUND - SALOME W. JOSE F. LOPEZ	\$45.20	90100000-10421	UTILITY RECEIVABLES CLEARING	\$45.20
	117679-1	UTILITY REFUND- AMANDA & DAVID NEGLEY	\$67.94	90100000-10421	UTILITY RECEIVABLES CLEARING	\$67.94
	119244-2	UTILITY REFUND - TAMMY ACOSTA & VALENTINO HERNANDE	\$104.95	90100000-10421	UTILITY RECEIVABLES CLEARING	\$104.95
	115110-9	UTILITY REFUND- ELIZABETH ARCHER	\$359.38	90100000-10421	UTILITY RECEIVABLES CLEARING	\$359.38
Vendor Total:						\$1,047.32
ONESOURCE DISTRIBUTORS LLC	S6120956.003	CONDUCTOR	\$42.46	80000000-12104	INVENTORY - PURCHASES	\$42.46
	S6120956.001	SERVICE GRIP	\$92.15	80000000-12104	INVENTORY - PURCHASES	\$92.15
	S6096120.002	GROUND ROD CLAMP	\$325.54	80000000-12104	INVENTORY - PURCHASES	\$325.54
	S6104738.002	BOLTED STIRRUP CONNECTOR	\$1,350.27	80000000-12104	INVENTORY - PURCHASES	\$1,350.27
Vendor Total:						\$1,810.42
OPENGOV INC	INV-001478	OPENGOV PERFORMANCE MEASURES &	\$23,700.00	10013400-54320	SOFTWARE	\$23,700.00
Vendor Total:						\$23,700.00
OREILLY AUTO PARTS	2707-128050	DISC PAD SET, PC ROTOR	\$344.80	10020210-56130	EXTERNAL SERVICES	\$344.80
	2707-127832	DISC PAD SET, PC ROTOR	\$366.44	10020210-56130	EXTERNAL SERVICES	\$366.44
Vendor Total:						\$711.24
PAMELA MATHIAS	TA 5/15-16/19	TRAVEL ADVANCE	\$30.00	10020210-57100	LEARNING AND DEVELOPMENT	\$30.00
Vendor Total:						\$30.00
PEHLING & PEHLING	033119	UVFA AUDIT FOR YEAR ENDED 6/30	\$2,325.00	91521400-52100	CONTRACTED SERVICES	\$2,325.00
Vendor Total:						\$2,325.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PETERSON CAT	PC060152715	CAP	\$74.57	20822500-56130	EXTERNAL SERVICES	\$74.57
					Vendor Total:	\$74.57
RAY A MORGAN COMPANY	2512028	COPIER LEASE & SERVICE	\$91.91	10021210-54100	SUPPLIES	\$45.95
				91521400-54100	SUPPLIES	\$45.96
					Vendor Total:	\$91.91
REDWOOD COAST FUELS	2038968	CARDLOCK FUEL PURCHASES	\$64.35	10021210-56210	FUEL & FLUIDS	\$32.17
				10021210-56210	FUEL & FLUIDS	\$32.18
	2039515	CARDLOCK FUEL PURCHASES	\$497.49	20324100-58410	GARAGE LUBRICANTS & PARTS	\$497.49
					Vendor Total:	\$561.84
REDWOOD EMPIRE AIKIKAI	DV040319	INSTRUCTOR	\$216.00	10022850-52100	CONTRACTED SERVICES	\$216.00
					Vendor Total:	\$216.00
REXEL USA INC	V032956	COMMERCIAL RECEPTACLES	\$39.55	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.19)
				91521400-56130	EXTERNAL SERVICES	\$0.19
				91521400-56130	EXTERNAL SERVICES	\$39.55
	V03225	WALLPLATES, CABLE CONNECTOR	\$107.93	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.51)
				91521400-56130	EXTERNAL SERVICES	\$0.51
				91521400-56130	EXTERNAL SERVICES	\$107.93
					Vendor Total:	\$147.48
RICHARD THORNTON	0000010290	TELEPHONE PRODUCTS & SERVICES	\$52.50	10023100-55100	TELEPHONE	\$52.50
	0000010240	TELEPHONE PRODUCTS & SERVICES	\$640.08	84027225-55100	TELEPHONE	\$640.08
					Vendor Total:	\$692.58
RINO PACIFIC	CL26746	FUEL CARD CHARGES AS NEEDED	\$1,538.54	10021210-56210	FUEL & FLUIDS	\$769.27
				91521400-56210	FUEL & FLUIDS	\$769.27
	CL26916	FUEL CARD CHARGES AS NEEDED	\$1,744.06	10021210-56210	FUEL & FLUIDS	\$872.03
				91521400-56210	FUEL & FLUIDS	\$872.03
					Vendor Total:	\$3,282.60
ROUND TABLE PIZZA	02-34	PUBLIC WORKS LUNCH MEETING	\$178.27	82027110-57100	LEARNING AND DEVELOPMENT	\$178.27
	14-38	RECYCLED WATER LUNCH MEETING	\$250.10	83027330-57100	LEARNING AND DEVELOPMENT	\$250.10

List of Checks Presented for Approval on 5/10/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ROUND TABLE PIZZA	02-33	WWTP FLOOD CONDITIONS LUNCH MEETING	\$72.37	84027225-54100	SUPPLIES	\$72.37
					Vendor Total:	\$500.74
RYAN PROCESS INC	R1904036	CERAMIC JUNCTION SENSOR	\$593.27	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$593.27
					Vendor Total:	\$593.27
SAN FRANCISCO ESTUARY INSTITUTE	4103006	SETTLEMENT AGREEMENT - WATER B	\$3,906.19	84027225-54700	FINES & PENALTIES	\$3,906.19
	4103005.1	SETTLEMENT AGREEMENT - WATER B	\$11,206.72	84027225-54700	FINES & PENALTIES	\$11,206.72
					Vendor Total:	\$15,112.91
SLAM DUNK PIZZA	DV050819	DAYCAMP MEETING	\$102.99	10022840-54100	SUPPLIES	\$102.99
					Vendor Total:	\$102.99
SNAP-ON INDUSTRIAL	ARV/39724098	GARAGE TOOLS	\$13.58	20324100-54102	SMALL TOOLS	\$13.58
	ARV/39692407	GARAGE TOOLS	\$35.10	20324100-54102	SMALL TOOLS	\$35.10
	ARV/39699346	CUTTER SET	\$105.67	20324100-54102	SMALL TOOLS	\$105.67
	ARV/39716110	GARAGE TOOLS	\$157.88	20324100-54102	SMALL TOOLS	\$157.88
	ARV/39669100	GARAGE TOOLS	\$772.75	20324100-54102	SMALL TOOLS	\$772.75
					Vendor Total:	\$1,084.98
SONSRAY MACHINERY LLC	P19545-04	HANDLE	\$31.25	84027221-56130	EXTERNAL SERVICES	\$31.25
	P19612-04	LATCHES	\$42.16	84027221-56130	EXTERNAL SERVICES	\$42.16
					Vendor Total:	\$73.41
STAPLES CREDIT PLAN	7216708750-0-1	ENVELOPES, BINDERS, FACIAL TISSUES	\$89.47	10020210-54100	SUPPLIES	\$89.47
	7217010263-0-1	AVERY LABELS, COPY PAPER	\$123.40	10022810-54100	SUPPLIES	\$123.40
	7216573436-0-1	CARTRIDGES	\$431.59	20324100-54100	SUPPLIES	\$431.59
	7215784036-0-1	TAPE, PAPER CLIPS, NOTEPAD	\$38.40	20413500-54100	SUPPLIES	\$38.40
	7213754062-1-1	TAPE DISPENSER CRDIT	(\$6.33)	20513300-54100	SUPPLIES	(\$6.33)
	173776159-0-1	TOILET SEAT COVERS, WIPERS, BATHROOM CLEANER	\$1,803.23	20822500-54100	SUPPLIES	\$1,709.11
				69122700-54100	SUPPLIES	\$94.12
					Vendor Total:	\$2,479.76
STATE WATER RESOURCES CONTROL BOARD	SW-0161670	STORM WATER AND WASTEWATER PERMIT	\$1,400.00	84027225-59101	FEES	\$1,400.00

List of Checks Presented for Approval on 5/10/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STATE WATER RESOURCES CONTROL BOARD	28188	CERTIFICATION - M MICHAEL	\$55.00	84027225-57100	LEARNING AND DEVELOPMENT	\$55.00
					Vendor Total:	\$1,455.00
STEPHANIE ABBA	MR APR 19	MILEAGE REIMBURSEMENT	\$48.26	10021210-56130	EXTERNAL SERVICES	\$24.13
				91521400-56130	EXTERNAL SERVICES	\$24.13
					Vendor Total:	\$48.26
TELSTAR INSTRUMENTS INC	98576	PROGRAMMER AND VEHICLE/TEST EQUIPMENT USE	\$913.35	82027111-52100	CONTRACTED SERVICES	\$913.35
	98413	COMMISSIONING WORK ON WELL	\$2,080.00	82027111-52100	CONTRACTED SERVICES	\$2,080.00
					Vendor Total:	\$2,993.35
THE LYMAN GROUP, INC	5225846	DRAIN PIPE	\$753.58	10024224-52100	CONTRACTED SERVICES	\$6.98
				10024224-52100	CONTRACTED SERVICES	\$753.58
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$3.49)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.49)
	5225847	DRAIN PIPE	\$753.58	10024224-52100	CONTRACTED SERVICES	\$6.98
				10024224-52100	CONTRACTED SERVICES	\$753.58
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$3.49)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.49)
	5226757	PROPANE	\$12.95	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.06)
				84027225-56210	FUEL & FLUIDS	\$0.12
				84027225-56210	FUEL & FLUIDS	\$12.95
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.06)
	5226511	PROPANE	\$32.11	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.15)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.15)
				10024620-54120	PW - SPECIAL SUPPLIES	\$0.30
				10024620-54120	PW - SPECIAL SUPPLIES	\$32.11
	5226758	RESPIRATOR	\$64.61	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.30)

List of Checks Presented for Approval on 5/10/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
THE LYMAN GROUP, INC	5226758	RESPIRATOR	\$64.61	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.30)
				84027225-54100	SUPPLIES	\$0.60
				84027225-54100	SUPPLIES	\$64.61
				Vendor Total:		\$1,616.83
THOMAS & ASSOCIATES	30752	O-RING TEFLON	\$37.89	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$37.89
				Vendor Total:		\$37.89
THURSTON CHEVROLET TOYOTA SCION	215572	BELT, ELEMENT ASSEMBLY	\$159.29	10020210-56130	EXTERNAL SERVICES	\$159.29
	215579	PUMP/CAP ASSEMBLY, RADIATOR HOSES	\$296.00	10020224-56130	EXTERNAL SERVICES	\$296.00
	215420	REPLACEABLE ELEMENT, GASKET	\$76.68	20822500-56130	EXTERNAL SERVICES	\$76.68
	215418	FITTING KIT, VALVE ASSEMBLY	\$79.90	80026110-56130	EXTERNAL SERVICES	\$79.90
			Vendor Total:		\$611.87	
UKIAH AUTO PARTS	STMT 050819	DISCOUNT	(\$15.76)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$15.76)
	102204	HAND CLEANER	\$8.69	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$8.69
	105645	COPPER GASKET	\$6.02	10020210-56130	EXTERNAL SERVICES	\$6.02
	106106	OIL FILTERS	\$39.17	10020210-56130	EXTERNAL SERVICES	\$39.17
	104959	OIL FILTERS	\$32.42	10022100-56130	EXTERNAL SERVICES	\$32.42
	105243	FILTER, PRIMER, GLASS CLEANER	\$39.33	10024620-56130	EXTERNAL SERVICES	\$39.33
	103614	CORE DEPOSIT	(\$108.00)	80026110-56130	EXTERNAL SERVICES	(\$108.00)
	104576	FUEL FILTERS	\$22.47	80026110-56130	EXTERNAL SERVICES	\$22.47
	104587	FUEL FILTER	\$22.65	80026110-56130	EXTERNAL SERVICES	\$22.65
	104589	FUEL FILTER	\$22.65	80026110-56130	EXTERNAL SERVICES	\$22.65
	103599	BATTERIES, CORE DEPOSIT	\$505.63	80026110-56130	EXTERNAL SERVICES	\$505.63
	103183	BATTERY, CORE DEPOSIT	\$224.47	84027225-56130	EXTERNAL SERVICES	\$224.47
	106405	STETHOSCOPE	\$58.73	84027225-54102	SMALL TOOLS	\$58.73
			Vendor Total:		\$858.47	
UKIAH TROPHIES & GIFTS	032894	SOFTBALL TROPHIES, BEER MUGS	\$468.16	10022822-54100	SUPPLIES	\$468.16
				Vendor Total:		\$468.16

List of Checks Presented for Approval on 5/10/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH VALLEY ASSOCIATION FOR HABILITATION INC	IN21830	JANITORIAL SERVICES - WWTP FY	\$640.00	84027225-52100	CONTRACTED SERVICES	\$640.00
					Vendor Total:	\$640.00
UKIAH VALLEY SANITATION DIST	2774	DISTRIBUTION OF CASH HELD WCITY	\$201,458.32	94400000-30007	FUND BALANCE	\$201,458.32
					Vendor Total:	\$201,458.32
UKIAH WASTE SOLUTIONS INC	400356	BIOSOLID REMOVAL	\$10,761.40	84027225-52100	CONTRACTED SERVICES	\$10,761.40
					Vendor Total:	\$10,761.40
USA BLUEBOOK	865798	PRESSURE GAUGES	\$270.90	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$270.90
					Vendor Total:	\$270.90
VERIZON WIRELESS	9828505694	DATA & EMERGENCY LOANER PHONES	\$1,745.60	80126100-80100	MACHINERY & EQUIPMENT	\$152.04
				10012100-55100	TELEPHONE	\$38.01
				10020210-55100	TELEPHONE	\$76.02
				10022100-55100	TELEPHONE	\$38.01
				10022300-55100	TELEPHONE	\$38.01
				10022810-55100	TELEPHONE	\$38.00
				10022840-55100	TELEPHONE	\$38.01
				10023100-55100	TELEPHONE	\$38.01
				10024210-55100	TELEPHONE	\$69.69
				10024620-55100	TELEPHONE	\$53.68
				20913900-55100	TELEPHONE	\$424.05
				70024500-55100	TELEPHONE	\$28.51
				77725200-55100	TELEPHONE	\$38.01
				80026210-55100	TELEPHONE	\$38.01
				80026400-55100	TELEPHONE	\$152.04
				82027110-55100	TELEPHONE	\$117.20
				82027111-55100	TELEPHONE	\$76.02
				82027114-55100	TELEPHONE	\$40.03
				84027220-55100	TELEPHONE	\$98.19

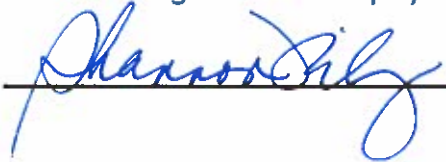
List of Checks Presented for Approval on 5/10/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
VERIZON WIRELESS	9828505694	DATA & EMERGENCY LOANER PHONES	\$1,745.60	84027221-55100	TELEPHONE	\$154.06
					Vendor Total:	\$1,745.60
WEST YOST ASSOCIATED	2037935	RRWA EXECUTIVE SERVICES 18/19	\$31,009.01	91190100-52100	CONTRACTED SERVICES	\$31,009.01
					Vendor Total:	\$31,009.01
WIPF CONSTRUCTION LLC	3060	DELIVERY OF VARIOUS MATERIALS	\$645.60	84027221-54100	SUPPLIES	\$645.60
					Vendor Total:	\$645.60
WITMER PUBLIC SAFETY GROUP	E1831540.001	FIRE CLOTHING	\$120.98	25321210-54106	SPECIALTY SUPPLIES	\$60.49
				91621400-54106	SPECIALTY SUPPLIES	\$60.49
	E1838284	FIRE CLOTHING	\$342.93	25321210-54106	SPECIALTY SUPPLIES	\$171.46
				91621400-54106	SPECIALTY SUPPLIES	\$171.47
					Vendor Total:	\$463.91
WYATT IRRIGATION CO	255843 00	GARDENER PARK SUPPLIES	\$16.88	10022100-54100	SUPPLIES	\$16.88
	255620 00	LIBRARY PARKING LOT SUPPLIES	\$40.45	10022100-54100	SUPPLIES	\$40.45
	253478 00	TORO VALVE	\$108.04	10022100-54100	SUPPLIES	\$108.04
	255293 00	PARKS DEPT SUPPLIES	\$810.64	10022100-54100	SUPPLIES	\$810.64
					Vendor Total:	\$976.01
					INVOICE TOTAL:	\$740,922.85

List of Checks Presented for Approval on 5/16/2019

The following list of bills payable was reviewed and approved for payment.

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AACTION RENTS	400624-2	EQUIPMENT & MACHINERY RENTAL	\$95.00	77725200-56300	BUILDING MAINT. & REPAIR	\$95.00
					Vendor Total:	\$95.00
ADAMSON POLICE PRODUCTS	INV301416	SETINA #GF1092DUR11 T-RAIL FRE	\$1,566.18	10020210-80100	MACHINERY & EQUIPMENT	\$783.09
				10020210-80100	MACHINERY & EQUIPMENT	\$783.09
	INV301018	ANGEL ARMOR PASSENGER SIDE PANELS	\$5,888.15	10020210-80100	MACHINERY & EQUIPMENT	\$1,962.71
				10020210-80100	MACHINERY & EQUIPMENT	\$1,962.72
				10020210-80100	MACHINERY & EQUIPMENT	\$1,962.72
					Vendor Total:	\$7,454.33
AL SMATSKY	64	DESIGN, ENGINEERING & CONSULTAN	\$6,519.80	80126100-80230	INFRASTRUCTURE	\$1,601.60
				80126100-80230	INFRASTRUCTURE	\$2,214.10
				80126100-80230	INFRASTRUCTURE	\$2,704.10
	65	DESIGN, ENGINEERING & CONSULTAN	\$9,404.15	80126100-80230	INFRASTRUCTURE	\$4,519.56
				80126100-80230	INFRASTRUCTURE	\$4,884.59
					Vendor Total:	\$15,923.95
ALLEN JAMES	DV012619	INSTRUCTOR	\$52.00	10022850-52100	CONTRACTED SERVICES	\$52.00
	DV051119	INSTRUCTOR	\$484.00	10022850-52100	CONTRACTED SERVICES	\$484.00
	DV050419	INSTRUCTOR	\$540.00	10022850-52100	CONTRACTED SERVICES	\$540.00
					Vendor Total:	\$1,076.00
AMAZON CAPITAL SERVICES	13C1-MFJQ-JQF1	AC LAPTOP CHARGER	\$15.99	10013400-54330	COMPUTER AND TECHNOLOGY	\$1.42
				10013400-54330	COMPUTER AND TECHNOLOGY	\$15.99
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.08)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.02)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.08)

List of Checks Presented for Approval on 5/16/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	13C1-MFJQ-JQF1	AC LAPTOP CHARGER	\$15.99	90000000-23028	MEASURE Y DISTRICT TAX	(\$0.08)
				90000000-23013	STATE USE TAX LIABILITY	(\$1.16)
	1M9J-1D9J-YGMV	PROJECTOR SCREEN	\$81.63	73022600-54330	COMPUTER AND TECHNOLOGY	\$81.63
	16GG-K8L1-4VKH	BLUETOOTH	\$29.94	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.15)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.04)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.15)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.15)
				90000000-23013	STATE USE TAX LIABILITY	(\$2.17)
				10012800-54100	SUPPLIES	\$2.66
				10012800-54100	SUPPLIES	\$29.94
	1433-GVG7-3Q77	VOICE RECORDER	\$49.98	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.25)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.07)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.25)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.25)
				90000000-23013	STATE USE TAX LIABILITY	(\$3.62)
				10023100-54100	SUPPLIES	\$4.44
				10023100-54100	SUPPLIES	\$49.98
	1LHP-GQYJ-7R9M	FAST PITCH BALLS	\$133.80	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.67)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.16)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.67)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.67)
				90000000-23013	STATE USE TAX LIABILITY	(\$9.70)
				10022832-54100	SUPPLIES	\$11.87
				10022832-54100	SUPPLIES	\$133.80
	1LCT-X36F-NJJ1	RESCUE TUBES	\$159.50	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.80)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.20)

List of Checks Presented for Approval on 5/16/2019

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1LCT-X36F-NJJ1	RESCUE TUBES	\$159.50	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.80)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.80)
				90000000-23013	STATE USE TAX LIABILITY	(\$11.56)
				10022300-54100	SUPPLIES	\$14.16
				10022300-54100	SUPPLIES	\$159.50
	1C4F-NDLF-F4TV	NITRILE GLOVES, FINGER SPLINTS	\$239.87	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.29)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.07)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.29)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.29)
				90000000-23013	STATE USE TAX LIABILITY	(\$4.15)
				10022300-54100	SUPPLIES	\$5.09
				10022300-54100	SUPPLIES	\$239.87
	1KDP-FV3M-3K1K	PATIO CLOCK, FLOATING LIGHTS AND DECO BALLS	\$379.84	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.67)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.42)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.67)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.67)
				90000000-23013	STATE USE TAX LIABILITY	(\$9.75)
				10022300-54100	SUPPLIES	\$15.18
				10022300-54100	SUPPLIES	\$379.84
	1MQK-TQKX-DRYW	DRAGONLIGHT BULBS WITH MOGUL BASE ADAPTER	\$958.50	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$4.79)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.21)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$4.79)
				80626450-52135	ENERGY CONSERVATION PROGRAM	\$85.07
				80626450-52135	ENERGY CONSERVATION PROGRAM	\$958.50
				90000000-23028	MEASURE Y DISTRICT TAX	(\$4.79)

List of Checks Presented for Approval on 5/16/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1MQK-TQKX-DRYW	DRAGONLIGHT BULBS WITH MOGUL BASE ADAPTER	\$958.50	90000000-23013	STATE USE TAX LIABILITY	(\$69.49)
					Vendor Total:	\$2,049.05
AMERICAN NATIONAL RED CROSS & ITS CONSTITUENT	22189020	FIRST AID/CPR/AED BLOODBORNE PATHOGENS	\$608.00	10022300-57101	CONF & TRAINING-AQUATICS	\$608.00
					Vendor Total:	\$608.00
AMWINS GROUP BENEFITS INC	5802482	JUNE 19 RETIREE HEALTH INSURANCE	\$1,036.92	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$1,036.92
					Vendor Total:	\$1,036.92
AT&T	4292 APR 19	INTERNET SERVICES FOR OBSERVATORY	\$36.10	10022100-55100	TELEPHONE	\$36.10
	000013015253	T1 TO INTERNET	\$573.75	20913900-55100	TELEPHONE	\$573.75
	000013015650	TELEPHONE SERVICES	\$4,969.84	20913900-55100	TELEPHONE	\$4,969.84
	1718 MAY 19	CC TERMINAL	\$193.29	77725200-55100	TELEPHONE	\$193.29
					Vendor Total:	\$5,772.98
AUGMENTED MEDIA, LLC	02905009	DISPLAY AD MAY-JULY 19	\$1,890.00	10016100-54162	ADVERTISING	\$1,890.00
					Vendor Total:	\$1,890.00
AXON ENTERPRISE INC	SI-1561362	PATROL CAR CAMERA SYSTEM	\$2,600.00	63420250-54100	SUPPLIES	\$2,600.00
					Vendor Total:	\$2,600.00
B & B INDUSTRIAL SUPPLY INC	206473	STAINLESS SHEETS	\$355.26	90000000-23212	ADOPT-A-TREE PROGRAM	\$355.26
	207031	ROUND TUBE, ROUND AND PIPE SCH WEIGHT	\$215.20	10017200-52100	CONTRACTED SERVICES	\$215.20
	207151	FLAT WASHERS, HEX NUTS	\$9.76	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$9.76
	206970	CREDIT/REFUND-METRIC NYLOCK	(\$33.45)	10024620-56130	EXTERNAL SERVICES	(\$33.45)
	206960	METRIC NYLOCKS	\$33.45	10024620-56130	EXTERNAL SERVICES	\$33.45
	206659	FLAT WASHERS	\$20.73	80126100-80230	INFRASTRUCTURE	\$20.73
	207044	WRENCH SET	\$39.18	20324100-54102	SMALL TOOLS	\$39.18
	206959	AIR IMPACT WRENCH	\$304.72	20324100-54102	SMALL TOOLS	\$304.72
	207155	GALVANIZED PIPE	\$55.42	10022100-54100	SUPPLIES	\$55.42
	206966	BLACK PIPE 8" AND 6"	\$526.76	84027221-54100	SUPPLIES	\$526.76
					Vendor Total:	\$1,527.03
BAY AREA BARRICADE SERVICE INC	0002371	ISLAND ALERT WITH REFLECTIVE SIGN	\$84.39	10024620-54120	PW - SPECIAL SUPPLIES	\$84.39
					Vendor Total:	\$84.39

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BJ'S EMBROIDERY	12818	EMBROIDERED CAPS	\$495.16	82027110-54100	SUPPLIES	\$495.16
					Vendor Total:	\$495.16
BOX INC	INV06728605	BUSINESS PLUS ACCOUNT LICENSES	\$10,800.00	20913900-54320	SOFTWARE	\$10,800.00
					Vendor Total:	\$10,800.00
CALIFORNIA PAVEMENT MAINTENANCE COMPANY	73558	Contract 1819096 retainage 12/21/2018 to	\$11,050.07	10000000-20150	AP CONTRACT RETAINAGE	\$46.20
				12000000-20150	AP CONTRACT RETAINAGE	\$10,313.37
				20800000-20150	AP CONTRACT RETAINAGE	\$470.58
				77700000-20150	AP CONTRACT RETAINAGE	\$173.72
				91500000-20150	AP CONTRACT RETAINAGE	\$46.20
					Vendor Total:	\$11,050.07
CANTEEN SERVICE	5975:004686	WATER FILTRATION SERVICE POLICE	\$45.00	10020210-54100	SUPPLIES	\$22.50
				20620231-54100	SUPPLIES	\$22.50
					Vendor Total:	\$45.00
CITY OF GAITHERSBURG	0001	OBSERVATORY PARK PLAQUE	\$2,000.00	30200000-52100	CONTRACTED SERVICES	\$2,000.00
					Vendor Total:	\$2,000.00
COMCAST	1296 MAY 19	INTERNET SERVICES	\$163.46	31122000-52100	CONTRACTED SERVICES	\$163.46
	4635 MAY 19	INTERNET SERVICES	\$247.00	20913900-55100	TELEPHONE	\$247.00
					Vendor Total:	\$410.46
DELL MARKETING LP	10311006739	LATITUDE 7490	\$3,108.78	82027110-54330	COMPUTER AND TECHNOLOGY	\$1,053.01
				82027114-54330	COMPUTER AND TECHNOLOGY	\$2,055.77
					Vendor Total:	\$3,108.78
DEPARTMENT OF JUSTICE	371748	FINGERPRINTS	\$224.00	10020210-54169	LIVESCAN	\$224.00
					Vendor Total:	\$224.00
DETROIT INDUSTRIAL TOOL	569830	CAUTION TAPE ROLLS	\$410.75	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.16)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.31)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.16)
				82027114-54100	SUPPLIES	\$1.31
				82027114-54100	SUPPLIES	\$205.38
				84027221-54100	SUPPLIES	\$1.32

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DETROIT INDUSTRIAL TOOL	569830	CAUTION TAPE ROLLS	\$410.75	84027221-54100	SUPPLIES	\$205.37
					Vendor Total:	\$410.75
DOOLEY ENTERPRISES INC	56532	223 64 GR RANGER POWER-POINT K	\$2,564.01	10020210-54100	SUPPLIES	\$2,564.01
					Vendor Total:	\$2,564.01
EDDIE VEDOLLA JR	DV041619	INSTRUCTOR	\$197.40	10022850-52100	CONTRACTED SERVICES	\$197.40
					Vendor Total:	\$197.40
ENTENMANN-ROVIN CO	0142675-IN	LEATHER WALLETS, PROTECTORS	\$1,010.32	10020210-54100	SUPPLIES	\$1,010.32
					Vendor Total:	\$1,010.32
EUREKA OXYGEN CO	453879	WELDING EQUIPMENT AND SUPPLIES	\$149.00	73022600-56300	BUILDING MAINT. & REPAIR	\$149.00
					Vendor Total:	\$149.00
FRED PRYOR SEMINARS	25188851	REGISTRATION- J WALKER	\$119.00	20513380-57100	LEARNING AND DEVELOPMENT	\$119.00
					Vendor Total:	\$119.00
FRIEDMANS HOME IMPROVEMENT	36683718	MISC. ITEMS AS NEEDED	\$65.06	20822500-56300	BUILDING MAINT. & REPAIR	\$65.06
	36649064	MISC. ITEMS AS NEEDED	\$125.54	20822500-56300	BUILDING MAINT. & REPAIR	\$125.54
	36678224	MISC. ITEMS AS NEEDED	\$130.20	20822500-56300	BUILDING MAINT. & REPAIR	\$43.50
				20822500-54102	SMALL TOOLS	\$86.70
	36667284	MISC. ITEMS AS NEEDED	\$275.98	20822500-56300	BUILDING MAINT. & REPAIR	\$275.98
	36660685	MISC. ITEMS AS NEEDED	\$533.51	69122700-56300	BUILDING MAINT. & REPAIR	\$533.51
	36667267	MISC. ITEMS AS NEEDED	\$15.24	77725200-56300	BUILDING MAINT. & REPAIR	\$15.24
	36656456	MISC. ITEMS AS NEEDED	\$192.64	77725200-56300	BUILDING MAINT. & REPAIR	\$192.64
	36672959	MISC. ITEMS AS NEEDED	\$4.06	82027111-56300	BUILDING MAINT. & REPAIR	\$4.06
	36683051	MISC. ITEMS AS NEEDED	\$14.24	82027111-56300	BUILDING MAINT. & REPAIR	\$14.24
	36682329	MISC. ITEMS AS NEEDED	\$18.61	82027111-56300	BUILDING MAINT. & REPAIR	\$18.61
	36666950	MISC. ITEMS AS NEEDED	\$38.20	82027111-56300	BUILDING MAINT. & REPAIR	\$38.20
	36649169	MISC. ITEMS AS NEEDED	\$50.00	82027111-56300	BUILDING MAINT. & REPAIR	\$50.00
	36657878	MISC. ITEMS AS NEEDED	\$12.80	20822500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$12.80
	36665561	MISC. ITEMS AS NEEDED	\$83.09	20822500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$83.09

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36665503	MISC. ITEMS AS NEEDED	\$85.63	20822500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$85.63
	36650034	MISC. ITEMS AS NEEDED	\$133.64	20822500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$133.64
	36657985	MISC. ITEMS AS NEEDED	\$388.00	20822500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$171.34
				20822500-54102	SMALL TOOLS	\$216.66
	36667170	MISC. ITEMS AS NEEDED	\$19.34	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$19.34
	36651628	MISC. ITEMS AS NEEDED	\$22.95	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$22.95
	36661073	MISC. ITEMS AS NEEDED	\$50.72	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$50.72
	36673966	MISC. ITEMS AS NEEDED	\$44.29	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$44.29
	36683614	MISC. ITEMS AS NEEDED	\$5.16	91521400-56130	EXTERNAL SERVICES	\$5.16
	36650395	MISC. ITEMS AS NEEDED	\$110.76	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$110.76
	36659692	MISC. ITEMS AS NEEDED	\$142.31	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$142.31
	36648741	MISC. ITEMS AS NEEDED	\$20.80	80126100-80230	INFRASTRUCTURE	\$20.80
	36647899	MISC. ITEMS AS NEEDED	\$29.72	80126100-80230	INFRASTRUCTURE	\$29.72
	36649985	MISC. ITEMS AS NEEDED	\$31.85	80126100-80230	INFRASTRUCTURE	\$31.85
	36650075	MISC. ITEMS AS NEEDED	\$31.85	80126100-80230	INFRASTRUCTURE	\$31.85
	36656382	MISC. ITEMS AS NEEDED	\$370.22	80126100-80230	INFRASTRUCTURE	\$370.22
	36659498	MISC. ITEMS AS NEEDED	\$5.00	10024620-54124	PW - CONCRETE/SUPPLIES	\$5.00
	36658374	MISC. ITEMS AS NEEDED	\$21.66	10024620-54124	PW - CONCRETE/SUPPLIES	\$21.66
	36651663	MISC. ITEMS AS NEEDED	\$5.69	10024620-54120	PW - SPECIAL SUPPLIES	\$5.69
	36648412	MISC. ITEMS AS NEEDED	\$22.86	10024620-54120	PW - SPECIAL SUPPLIES	\$22.86
	36676974	MISC. ITEMS AS NEEDED	\$25.48	10024620-54120	PW - SPECIAL SUPPLIES	\$25.48
	36657220	MISC. ITEMS AS NEEDED	\$28.11	10024620-54120	PW - SPECIAL SUPPLIES	\$28.11
	36667960	MISC. ITEMS AS NEEDED	\$34.33	10024620-54120	PW - SPECIAL SUPPLIES	\$34.33
	36668590	MISC. ITEMS AS NEEDED	\$41.81	10024620-54120	PW - SPECIAL SUPPLIES	\$41.81
	36660670	MISC. ITEMS AS NEEDED	\$59.64	10024620-54120	PW - SPECIAL SUPPLIES	\$59.64

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36651404	MISC. ITEMS AS NEEDED	\$72.20	10024620-54120	PW - SPECIAL SUPPLIES	\$72.20
	36678697	MISC. ITEMS AS NEEDED	\$78.07	10024620-54120	PW - SPECIAL SUPPLIES	\$78.07
	36674315	MISC. ITEMS AS NEEDED	\$116.50	10024620-54120	PW - SPECIAL SUPPLIES	\$116.50
	36673479	MISC. ITEMS AS NEEDED	\$397.01	10024620-54120	PW - SPECIAL SUPPLIES	\$198.50
				82027114-54100	SUPPLIES	\$198.51
	36650736	MISC. ITEMS AS NEEDED	\$177.04	10024620-54102	SMALL TOOLS	\$177.04
	36674555	MISC. ITEMS AS NEEDED	\$314.63	20822500-54102	SMALL TOOLS	\$151.34
				20822500-54100	SUPPLIES	\$163.29
	36682969	MISC. ITEMS AS NEEDED	\$798.04	77725200-54102	SMALL TOOLS	\$798.04
	36674406	MISC. ITEMS AS NEEDED	\$33.41	80026110-54102	SMALL TOOLS	\$33.41
	36674693	MISC. ITEMS AS NEEDED	\$42.15	82027111-54102	SMALL TOOLS	\$42.15
	36684504	MISC. ITEMS AS NEEDED	\$909.78	82027114-54102	SMALL TOOLS	\$909.78
	36656228	MISC. ITEMS AS NEEDED	\$0.28	10022100-54100	SUPPLIES	\$0.28
	36665652	MISC. ITEMS AS NEEDED	\$9.39	10022100-54100	SUPPLIES	\$9.39
	36665568	MISC. ITEMS AS NEEDED	\$11.95	10022100-54100	SUPPLIES	\$11.95
	36672767	MISC. ITEMS AS NEEDED	\$12.83	10022100-54100	SUPPLIES	\$12.83
	36658625	MISC. ITEMS AS NEEDED	\$17.71	10022100-54100	SUPPLIES	\$17.71
	36649024	MISC. ITEMS AS NEEDED	\$23.52	10022100-54100	SUPPLIES	\$23.52
	36664684	MISC. ITEMS AS NEEDED	\$26.24	10022100-54100	SUPPLIES	\$26.24
	36674068	MISC. ITEMS AS NEEDED	\$28.35	10022100-54100	SUPPLIES	\$28.35
	36650480	MISC. ITEMS AS NEEDED	\$29.98	10022100-54100	SUPPLIES	\$29.98
	36660751	MISC. ITEMS AS NEEDED	\$30.70	10022100-54100	SUPPLIES	\$30.70
	36657336	MISC. ITEMS AS NEEDED	\$33.51	10022100-54100	SUPPLIES	\$33.51
	36676728	MISC. ITEMS AS NEEDED	\$36.60	10022100-54100	SUPPLIES	\$36.60
	36664433	MISC. ITEMS AS NEEDED	\$42.16	10022100-54100	SUPPLIES	\$42.16
	36656715	MISC. ITEMS AS NEEDED	\$61.10	10022100-54100	SUPPLIES	\$61.10
	36682318	MISC. ITEMS AS NEEDED	\$70.61	10022100-54100	SUPPLIES	\$70.61
	36685931	MISC. ITEMS AS NEEDED	\$72.92	10022100-54100	SUPPLIES	\$72.92
	36675705	MISC. ITEMS AS NEEDED	\$78.36	10022100-54100	SUPPLIES	\$78.36

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36667936	MISC. ITEMS AS NEEDED	\$82.57	10022100-54100	SUPPLIES	\$82.57
	36674503	MISC. ITEMS AS NEEDED	\$84.56	10022100-54100	SUPPLIES	\$84.56
	36656222	MISC. ITEMS AS NEEDED	\$85.07	10022100-54100	SUPPLIES	\$85.07
	36665522	MISC. ITEMS AS NEEDED	\$96.31	10022100-54100	SUPPLIES	\$96.31
	36668544	MISC. ITEMS AS NEEDED	\$215.36	10022100-54100	SUPPLIES	\$215.36
	36658613	MISC. ITEMS AS NEEDED	\$222.40	10022100-54100	SUPPLIES	\$222.40
	36667251	MISC. ITEMS AS NEEDED	\$242.28	10022100-54100	SUPPLIES	\$242.28
	36650499	MISC. ITEMS AS NEEDED	(\$25.48)	10022822-54100	SUPPLIES	(\$25.48)
	36650435	MISC. ITEMS AS NEEDED	\$144.15	10022822-54100	SUPPLIES	\$144.15
	36657005	MISC. ITEMS AS NEEDED	\$13.72	20324100-54100	SUPPLIES	\$13.72
	36668621	MISC. ITEMS AS NEEDED	\$47.31	20513380-54100	SUPPLIES	\$47.31
	36659006	MISC. ITEMS AS NEEDED	\$12.68	73022600-54100	SUPPLIES	\$12.68
	S224279	MISC. ITEMS AS NEEDED	\$24.55	80026110-54100	SUPPLIES	\$24.55
	36683720	MISC. ITEMS AS NEEDED	\$137.18	80026110-54100	SUPPLIES	\$137.18
	36683735	MISC. ITEMS AS NEEDED	\$176.16	80026110-54100	SUPPLIES	\$176.16
	80026120	MISC. ITEMS AS NEEDED	\$18.15	80026120-54100	SUPPLIES	\$18.15
	36677444	MISC. ITEMS AS NEEDED	\$46.99	80026120-54100	SUPPLIES	\$46.99
	36649135	MISC. ITEMS AS NEEDED	\$134.52	80026120-54100	SUPPLIES	\$134.52
	36684308	MISC. ITEMS AS NEEDED	\$13.21	80026210-54100	SUPPLIES	\$13.21
	36683855	MISC. ITEMS AS NEEDED	\$16.03	80026210-54100	SUPPLIES	\$16.03
	36683876	MISC. ITEMS AS NEEDED	\$35.82	80026210-54100	SUPPLIES	\$35.82
	36648738	MISC. ITEMS AS NEEDED	\$60.44	80026210-54100	SUPPLIES	\$60.44
	36658608	MISC. ITEMS AS NEEDED	\$166.23	82027110-54100	SUPPLIES	\$83.12
				84027220-54100	SUPPLIES	\$83.11
	36667302	MISC. ITEMS AS NEEDED	\$19.65	82027111-54100	SUPPLIES	\$19.65
	36653713	MISC. ITEMS AS NEEDED	\$263.53	82027111-54100	SUPPLIES	\$263.53
	36664739	MISC. ITEMS AS NEEDED	\$12.41	82027114-54100	SUPPLIES	\$12.41
	36657757	MISC. ITEMS AS NEEDED	\$28.22	82027114-54100	SUPPLIES	\$28.22
	36673297	MISC. ITEMS AS NEEDED	\$37.53	82027114-54100	SUPPLIES	\$37.53

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36666543	MISC. ITEMS AS NEEDED	\$84.92	82027114-54100	SUPPLIES	\$84.92
	36659125	MISC. ITEMS AS NEEDED	\$41.41	84027221-54100	SUPPLIES	\$41.41
	36649223	MISC. ITEMS AS NEEDED	\$109.69	84027221-54100	SUPPLIES	\$109.69
	36656883	MISC. ITEMS AS NEEDED	\$2.58	84027225-54100	SUPPLIES	\$2.58
					Vendor Total:	\$9,466.18
GARTON TRACTOR INC	CU42927	SPRINGS, DISC	\$44.64	84027221-56130	EXTERNAL SERVICES	\$44.64
					Vendor Total:	\$44.64
GINA GRECO	DV050419	INSTRUCTOR	\$98.00	10022850-52100	CONTRACTED SERVICES	\$98.00
					Vendor Total:	\$98.00
GINA S WEAVER	DV050419	INSTRUCTOR	\$24.50	10022850-52100	CONTRACTED SERVICES	\$24.50
					Vendor Total:	\$24.50
GOLDEN GATE BRIDGE TOLL	1691940226364	BRIDGE TOLL FEES	\$8.00	69122700-57100	LEARNING AND DEVELOPMENT	\$8.00
					Vendor Total:	\$8.00
GRANITE CONSTRUCTION COMPANY	1576935	MISC. ROCK & ROAD PATCH MATERIAL	\$1,030.34	10024224-54100	SUPPLIES	\$919.12
				84027221-54100	SUPPLIES	\$111.22
					Vendor Total:	\$1,030.34
HAROLD J LANCE JR	APR 19	LEGAL SERVICES	\$70.00	91521400-52150	LEGAL SERVICES/EXPENSES	\$70.00
					Vendor Total:	\$70.00
IBEW, LOCAL 1245	19-05 IBEW	MAY 19 ELECTRIC UNIT UNION DUE	\$1,789.08	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,789.08
					Vendor Total:	\$1,789.08
IWATER INC	8327	ANNUAL MAINTENANCE FOR INFRAMAP	\$2,000.00	82027114-54320	SOFTWARE	\$1,000.00
				84027221-54320	SOFTWARE	\$1,000.00
					Vendor Total:	\$2,000.00
J & M LOCK	34911	DUPLICATE KEYS, REPAIRS & MISC	\$353.77	69122700-56300	BUILDING MAINT. & REPAIR	\$353.77
					Vendor Total:	\$353.77
JEFF WALKER	TR 3/28/19	TRAVEL REIMBURSEMENT	\$15.00	20513380-57100	LEARNING AND DEVELOPMENT	\$15.00
					Vendor Total:	\$15.00
JOHN'S LOCK & SAFE	9438	MISC. LOCK & KEY SERVICES AS NEEDED	\$15.98	80026110-54100	SUPPLIES	\$15.98
					Vendor Total:	\$15.98

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JORDAN BRANDT	1620	ADULT SOFTBALL SHIRTS	\$358.35	10022822-54100	SUPPLIES	\$358.35
					Vendor Total:	\$358.35
JOSHUA CAMPBELL	TR 4/29-30/19	TRAVEL REIMBURSEMENT	\$65.43	82027111-57100	LEARNING AND DEVELOPMENT	\$65.43
					Vendor Total:	\$65.43
KRISTIN MAUREEN GILMORE	190221	CATERING SERVICES - CHAMBER OF COMMERCE	\$400.00	73022600-54100	SUPPLIES	\$400.00
					Vendor Total:	\$400.00
LEXISNEXIS RISK DATA MANAGEMENT INC	1410964-20190430	LEXIS NEXIS LE PLUS SEARCHING	\$81.00	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$81.00
					Vendor Total:	\$81.00
LIFE ASSIST	918489	MISC. EMS SUPPLIES AS NEEDED	\$937.09	10021210-54100	SUPPLIES	\$468.54
				91521400-54100	SUPPLIES	\$468.55
					Vendor Total:	\$937.09
LINCOLN AQUATICS	NX216468	#AWC-50-6501 PULSAR PLUS BRIQUETTES	\$5,482.95	10022300-54106	SPECIALTY SUPPLIES	\$5,482.95
					Vendor Total:	\$5,482.95
LN CURTIS & SONS	INV279370	EAGLE BREATHING AIR COMPRESSOR	\$1,445.73	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$722.85
				91521400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$722.88
					Vendor Total:	\$1,445.73
LORI MARTIN	TR 1/7-11/19	TRAVEL REIMBURSEMENT	\$100.00	20413500-57100	LEARNING AND DEVELOPMENT	\$100.00
					Vendor Total:	\$100.00
MAJOR DISPLAY FABRICATION LLC	1357	SANTECH SCOREBOARD UPGRADE	\$2,851.90	90000000-23236	FIELD SIGNAGE FEES	\$2,851.90
					Vendor Total:	\$2,851.90
MARTIN BRADLEY	DV043019	REIMBURSEMENT-OBSERVATORY SUPPLIES	\$287.86	10022100-54100	SUPPLIES	\$287.86
					Vendor Total:	\$287.86
MATT KEIZER	100701790	REIMBURSEMENT-BCS TEST PASSING	\$139.00	10023320-57100	LEARNING AND DEVELOPMENT	\$139.00
					Vendor Total:	\$139.00
MENDOCINO COUNTY TAX COLLECTOR	18/19 59531	18/19 PROPERTY TAX	\$346.56	84027225-59100	PROPERTY TAXES PAID	\$346.56
	18/19 59533	18/19 PROPERTY TAX	\$471.80	84027225-59100	PROPERTY TAXES PAID	\$471.80

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MENDOCINO COUNTY TAX COLLECTOR	18/19 59529	18/19 PROPERTY TAX	\$543.20	84027225-59100	PROPERTY TAXES PAID	\$543.20
					Vendor Total:	\$1,361.56
MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY	1084	HAZARDOUS WASTE DISPOSAL	\$62.50	84027225-59101	FEES	\$62.50
					Vendor Total:	\$62.50
MES - MUNICIPAL EMERGENCY SERVICES INC	IN1335785	#CAUKIAH0051 HFRP TAIL COAT -	\$15,857.63	25321210-54106	SPECIALTY SUPPLIES	\$7,928.81
				91621400-54106	SPECIALTY SUPPLIES	\$7,928.82
					Vendor Total:	\$15,857.63
MIRACLE PLAYSYSTEMS INC	F2019-0397	MIRACLE #2740 INCLUSIVE SWING	\$2,642.95	10022100-54100	SUPPLIES	\$2,642.95
					Vendor Total:	\$2,642.95
NCPA	006102-0519026	MAY 19 NCPA	\$353,289.00	80026440-58104	NCPA MANAGEMENT SERVICES	\$50,694.00
				80026440-58101	NCPA PLANT GENERATION	(\$36,922.00)
				80026440-58102	NCPA POWER PURCHASES	\$185,758.00
				80026440-58105	NCPA THIRD PARTY SALES	(\$6,489.00)
				80026440-58103	NCPA TRANSMISSION	\$160,248.00
					Vendor Total:	\$353,289.00
NHA ADVISORS LLC	00201	WASTEWATER MUNICIPAL ADVISORY	\$1,925.00	10013400-52100	CONTRACTED SERVICES	\$1,925.00
					Vendor Total:	\$1,925.00
NORTH COAST OPPORTUNITIES, INC	042919	WORKFORCE MGMT & LANDSCAPING -	\$17,325.00	51124210-80230	INFRASTRUCTURE	\$17,325.00
					Vendor Total:	\$17,325.00
ONE TIME PAY VENDOR	BSN6369803.1	REFUND BUSINESS LICENSE- N SPEED	\$489.00	10000000-41440	BUSINESS LICENSE TAX	\$245.00
				31200000-41440	BUSINESS LICENSE TAX	\$240.00
				90000000-23002	STATE \$1 BUSINESS LICENSE FEE	\$4.00
	DV051319	REFUND HANGER DEPOSIT- C MCKAY	\$100.00	77700000-21110	CUSTOMER DEPOSITS	\$100.00
	DVB25565	REFUND DEPOSIT- MENDOCINO PRIDE ALLIANCE	\$300.00	10022100-46350	PLAZA RENTAL	\$300.00

List of Checks Presented for Approval on 5/16/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	120770-3	UTILITY REFUND - JORGE & ELINA RANGEL	\$42.36	90100000-10421	UTILITY RECEIVABLES CLEARING	\$42.36
	116987-1	UTILITY REFUND- I VELAZQUEZ	\$56.68	90100000-10421	UTILITY RECEIVABLES CLEARING	\$56.68
	Vendor Total:					\$988.04
OPERATING ENGINEERS UNION	1905	MAY 19 PW UNION DUES	\$704.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$704.00
	1905-1	MAY 19 MISC UNION DUES	\$1,710.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,710.00
	Vendor Total:					\$2,414.00
OTS WELDING INC	1694	FABRICATION OF TWO GATES AT GRACE HUDSON MUSEUM	\$13,576.71	31022700-80230	INFRASTRUCTURE	\$13,576.71
	Vendor Total:					\$13,576.71
PACE SUPPLY CORPORATION	025280355	TANK ADAPTER	\$75.19	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$75.19
	02588770	FISHER STEM ASSEMBLY	\$59.40	10022100-54100	SUPPLIES	\$59.40
	Vendor Total:					\$134.59
PCMG INC	B07581570101	MICROSOFT ENTERPRISE AGREEMENT	\$3,660.00	20913900-54320	SOFTWARE	\$3,660.00
	Vendor Total:					\$3,660.00
PG&E CO	1522-8 MAY 19	PACIFIC GAS & ELECTRIC	\$58.20	10021210-55210	UTILITIES	\$29.10
				91521400-55210	UTILITIES	\$29.10
	6124-2 MAY 19	PACIFIC GAS & ELECTRIC	\$735.29	10021210-55210	UTILITIES	\$367.65
				91521400-55210	UTILITIES	\$367.64
	7075-1 MAY 19	PACIFIC GAS & ELECTRIC	\$25.25	10022100-55210	UTILITIES	\$25.25
	0853-6 MAY 19	PACIFIC GAS & ELECTRIC	\$2,996.23	31122000-55210	UTILITIES	\$2,996.23
	19					
	Vendor Total:					\$3,814.97
	CITY APR 19	CITY UTILITIES	\$82,528.15	80626450-52133	MONTHLY DISCOUNT PROGRAM	\$118.23
				10022100-55210	UTILITIES	\$6,253.60
				10022300-55210	UTILITIES	\$2,978.14
				10024214-55210	UTILITIES	\$647.89
				10024620-55210	UTILITIES	\$504.90
				20620231-55210	UTILITIES	\$55.37
				20822500-55210	UTILITIES	\$5,791.88
				20824300-55210	UTILITIES	\$1,565.16

List of Checks Presented for Approval on 5/16/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	CITY APR 19	CITY UTILITIES	\$82,528.15	25024300-55210	UTILITIES	\$148.10
				64020213-55210	UTILITIES	\$473.75
				69122700-55210	UTILITIES	\$2,557.71
				72022400-55210	UTILITIES	\$1,250.12
				73022600-55210	UTILITIES	\$1,862.19
				77725200-55210	UTILITIES	\$3,095.38
				80026400-55210	UTILITIES	\$1,780.65
				80526150-55210	UTILITIES	\$9,086.50
				82027111-55210	UTILITIES	\$13,454.76
				84027221-55210	UTILITIES	\$87.43
				84027225-55210	UTILITIES	\$30,816.39
	81411-1 FEB 19	SEWER - 1500 S STATE ST	\$53.47	10021210-55210	UTILITIES	\$26.73
				91521400-55210	UTILITIES	\$26.74
	81411-1 MAR 19	SEWER - 1500 S STATE ST	\$53.47	10021210-55210	UTILITIES	\$26.74
				91521400-55210	UTILITIES	\$26.73
	90558-8 FEB 19	SEWER - 141 LOVERS LN	\$79.87	10021210-55210	UTILITIES	\$39.93
				91521400-55210	UTILITIES	\$39.94
	90558-8 MAR 19	SEWER - 141 LOVERS LN	\$79.87	10021210-55210	UTILITIES	\$39.94
				91521400-55210	UTILITIES	\$39.93
	89690-2 MAR 19	SEWER - 1640 S STATE ST	\$155.04	31122000-55210	UTILITIES	\$155.04
Vendor Total:					\$82,949.87	
QUILL CORPORATION	6734028	CASH REGISTER ROLLS	\$83.28	20513300-54100	SUPPLIES	\$83.28
				Vendor Total:		\$83.28
R EMMETT JONES	APR 19	MANAGEMENT ADVISORY SERVICES	\$2,775.00	10012100-52100	CONTRACTED SERVICES	\$75.00
				70024500-52100	CONTRACTED SERVICES	\$2,700.00
				Vendor Total:		\$2,775.00
RAINBOW AGRICULTURAL SERVICES	20369/1	MIX OIL	\$45.66	10022100-56210	FUEL & FLUIDS	\$45.66
	20356/1	GLYSTAR PLUS	\$87.09	10020210-54201	PRISONER EXPENSE	\$87.09
	20602/1	ROUND TRIMMER LINE, MIX OIL	\$115.32	10024620-54120	PW - SPECIAL SUPPLIES	\$115.32
	20044/1	LINE TRIMMER, GEARBOX GREASE	\$514.90	10022100-54102	SMALL TOOLS	\$514.90

List of Checks Presented for Approval on 5/16/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RAINBOW AGRICULTURAL SERVICES	875975/1	CHAINSAW	\$963.54	84027225-54102	SMALL TOOLS	\$963.54
	20681/1	RAIL TAIL & TRACKS CLEANUP	\$58.77	10012200-54100	SUPPLIES	\$58.77
	20678/1	STRING TRIMMERS	\$674.97	10012200-54100	SUPPLIES	\$674.97
	20191/1	K-9 FOOD - JACK	\$59.87	10020210-54100	SUPPLIES	\$59.87
	Vendor Total:					\$2,520.12
RED CLOUD INC	41652	MOTOROLA MOBILE RADIO	\$2,703.37	10020210-80100	MACHINERY & EQUIPMENT	\$1,351.68
				10020210-80100	MACHINERY & EQUIPMENT	\$1,351.69
				Vendor Total:		
REDWOOD COAST FUELS	2033390	CARDLOCK FUEL PURCHASES	\$8,212.06	10020210-56210	FUEL & FLUIDS	\$22.72
				10020210-56210	FUEL & FLUIDS	\$2,124.09
				10020224-56210	FUEL & FLUIDS	\$136.92
				10022100-56210	FUEL & FLUIDS	\$607.24
				10024210-56210	FUEL & FLUIDS	\$8.10
				10024620-56210	FUEL & FLUIDS	\$1,208.00
				20324100-56210	FUEL & FLUIDS	\$301.47
				20513382-56210	FUEL & FLUIDS	\$20.96
				20822500-56210	FUEL & FLUIDS	\$42.55
				80026400-56210	FUEL & FLUIDS	\$1,460.93
				82027111-56210	FUEL & FLUIDS	\$343.81
				82027114-56210	FUEL & FLUIDS	\$8.10
				82027114-56210	FUEL & FLUIDS	\$448.39
				82027114-56210	FUEL & FLUIDS	\$493.71
				84027221-56210	FUEL & FLUIDS	\$8.10
				84027221-56210	FUEL & FLUIDS	\$381.97
				84027221-56210	FUEL & FLUIDS	\$420.56
				84027225-56210	FUEL & FLUIDS	\$174.44
Vendor Total:					\$8,212.06	
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	19-5 HEALTHCOMP	MAY 19 REMIF MEDICAL, DENTAL & VISION INSURANCE	\$229,048.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$455.00

List of Checks Presented for Approval on 5/16/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	19-5 HEALTHCOMP	MAY 19 REMIF MEDICAL, DENTAL & VISION INSURANCE	\$229,048.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,305.00
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$15,395.00
				20700000-20520	P/R DEDUCT.- MEDICAL INS	\$193,156.00
				20700000-20510	REMIF DENTAL	\$14,643.00
				20700000-20511	REMIF VISION	\$3,094.00
				Vendor Total:		\$229,048.00
REDWOOD EMPIRE TITLE COMPANY	084-040-40	PROPERTY AND CLOSING COSTS	\$36,053.50	82027111-80210	LAND ACQUISITION	\$36,053.50
				Vendor Total:		\$36,053.50
REDWOOD TOXICOLOGY LAB INC	00169820194	DRUG SCREENING TESTING	\$12.10	10020210-52100	CONTRACTED SERVICES	\$12.10
				Vendor Total:		\$12.10
REDWOOD TREE SERVICE STATIONS INC	APR 19	CAR WASHES & INTERIOR CLEANING	\$303.00	10020210-56130	EXTERNAL SERVICES	\$209.00
				10024210-56130	EXTERNAL SERVICES	\$13.00
				10024210-56130	EXTERNAL SERVICES	\$25.00
				20822500-56130	EXTERNAL SERVICES	\$28.00
				80026400-56130	EXTERNAL SERVICES	\$28.00
				Vendor Total:		\$303.00
REXEL USA INC	V111144	CONNECTORS	\$79.68	20324100-54100	SUPPLIES	\$79.68
				Vendor Total:		\$79.68
RICHARD ANDERSON	209-0507-1	AGREEMENT FOR PROF.SVC'S FOR W	\$2,600.00	20913900-52100	CONTRACTED SERVICES	\$2,600.00
				Vendor Total:		\$2,600.00
SAFETY-KLEEN CORPORATION	79539777	PARTS WASHER SERVICE AS NEEDED	\$440.94	20324100-52100	CONTRACTED SERVICES	\$440.94
				Vendor Total:		\$440.94
SANTA ROSA JUNIOR COLLEGE	AR19-01865	ENROLLMENT	\$11.75	10021210-57100	LEARNING AND DEVELOPMENT	\$5.87
				91521400-57100	LEARNING AND DEVELOPMENT	\$5.88
				Vendor Total:		\$11.75
SHERWIN-WILLIAMS	3176-7	ANTI-GRAFFITI PAINT	\$139.89	80026120-54100	SUPPLIES	\$139.89
				Vendor Total:		\$139.89

List of Checks Presented for Approval on 5/16/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SILVERADO AVIONICS	9636	KENWOOD REMOTE MOUNT, BRACKETS	\$4,151.62	10021210-54100	SUPPLIES	\$2,075.81
				91521400-54100	SUPPLIES	\$2,075.81
				Vendor Total:		\$4,151.62
SIMONA'S ITALIAN RESTAURANT	DV042619	LINEMAN APPRECIAN DAY LUNCHEON	\$330.54	80026400-54100	SUPPLIES	\$330.54
				Vendor Total:		\$330.54
SNAP-ON INDUSTRIAL	ARV/39822219	GARAGE TOOLS	\$378.51	84027221-54102	SMALL TOOLS	\$378.51
	ARV/39819163	GARAGE TOOLS	\$877.22	84027221-54102	SMALL TOOLS	\$877.22
				Vendor Total:		\$1,255.73
STATE WATER RESOURCES CONTROL BOARD	DV050919	CERTIFICATE RENEWAL J THIELE	\$80.00	82027110-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$80.00
				Vendor Total:		\$80.00
TGIF REPAIRS INC	5862	PRINTER MAINTENANCE	\$225.00	10020210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$225.00
	5863	PRINTER MAINTENANCE	\$175.00	20620231-56120	EQUIPMENT MAINTENANCE & REPAIR	\$175.00
				Vendor Total:		\$400.00
THE COFFEE CRITIC INC	R21009	MISC. COFFEE SUPPLIES AS NEEDED	\$80.00	10021210-54100	SUPPLIES	\$45.00
				91521400-54100	SUPPLIES	\$45.00
	R21028	MISC. COFFEE SUPPLIES AS NEEDED	\$45.00	73022600-54100	SUPPLIES	\$45.00
				Vendor Total:		\$135.00
THOMAS GROUP LLC	DV050719	ENERGY REBATE	\$1,346.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$1,346.00
				Vendor Total:		\$1,346.00
THURSTON CHRYSLER DODGE JEEP RAM	16998	IGNITION	\$239.70	82027111-56130	EXTERNAL SERVICES	\$239.70
				Vendor Total:		\$239.70
TIM HOLMES	UKIAH-190501	SOLAR PARKING CANOPY	\$438.75	80126100-80220	BUILDING IMPROVEMENTS	\$438.75
				Vendor Total:		\$438.75
TRACTOR SUPPLY CREDIT PLAN	300310987	RUBBER CASTER SWIVEL, CRIMPED CUP BRUSH	\$104.97	20822500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$104.97
	200285694	ADAPTERS, SOCKETS	\$39.15	80126100-80230	INFRASTRUCTURE	\$39.15
	300312320	SWIFT WATER BOAT TRAILER SUPPLIES	\$87.03	10021210-54100	SUPPLIES	\$87.03

List of Checks Presented for Approval on 5/16/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TRACTOR SUPPLY CREDIT PLAN	300311128	TOWPOWER RECEIVER TUBE	\$34.82	10022100-54100	SUPPLIES	\$34.82
	300311124	TOWPOWER RECEIVER TUBES HEAD	\$250.39	10022100-54100	SUPPLIES	\$250.39
	200285921	RAIN GEAR	\$114.31	10024210-54100	SUPPLIES	\$114.31
Vendor Total:						\$630.67
TRANSENE COMPANY INC	168045	ACETATE BUFFER	\$618.82	84027225-54103	LAB SUPPLIES	\$618.82
	Vendor Total:					
TUFTS POLYGRAPH & INVESTIGATION	2019-468(B)	POLYGRAPH & INVESTIGATION SERVICE	\$500.00	10016100-54161	BACKGROUND & PHYSICALS	\$500.00
	Vendor Total:					
UKIAH DAILY JOURNAL	0006320416	EMPLOYMENT ADVERTISING	\$561.82	10016100-54162	ADVERTISING	\$561.82
	0006324173	PUBLIC NOTICE	\$167.91	10023100-52100	CONTRACTED SERVICES	\$167.91
	0006321411	LEGAL NOTICE PUBLICATION FY 18	\$80.52	10012500-52150	LEGAL SERVICES/EXPENSES	\$80.52
	0006320808	LEGAL NOTICE PUBLICATION FY 18	\$91.65	10012500-52150	LEGAL SERVICES/EXPENSES	\$91.65
Vendor Total:						\$901.90
UKIAH TROPHIES & GIFTS	032871	BENCH & TREE PROGRAM PLAQUES	\$147.44	90000000-23212	ADOPT-A-TREE PROGRAM	\$147.44
	032878	T-SHIRTS CHEST LOGO	\$206.86	10020210-54100	SUPPLIES	\$206.86
Vendor Total:						\$354.30
UNITED SITE SERVICES	114-8397822	PORTABLE TOILET RENTAL	\$139.92	10022100-52100	CONTRACTED SERVICES	\$139.92
	114-8398140	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
	114-8398142	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTED SERVICES	\$166.86
Vendor Total:						\$473.64
US BANK EQUIPMENT FINANCE	384477675	COPYSTAR LEASE	\$143.84	10021210-54500	EQUIP RENTS AND LEASES	\$71.92
				91521400-54500	EQUIP RENTS AND LEASES	\$71.92
Vendor Total:						\$143.84
WASTE MANAGEMENT	2766373-2561-0	GARBAGE SERVICE	\$59.50	10021210-55210	UTILITIES	\$29.75
				91521400-55210	UTILITIES	\$29.75
	2766584-2561-2	GARBAGE SERVICE	\$59.50	10021210-55210	UTILITIES	\$29.75
				91521400-55210	UTILITIES	\$29.75
Vendor Total:						\$119.00

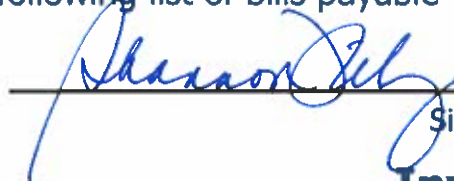
List of Checks Presented for Approval on 5/16/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WATER OPCERT SCHOOL	1094	REGISTRATION - J CAMPBELL	\$200.00	82027111-57100	LEARNING AND DEVELOPMENT	\$200.00
					Vendor Total:	\$200.00
WITMER PUBLIC SAFETY GROUP	E1838284.001	FIRE CLOTHING	\$565.98	25321210-54106	SPECIALTY SUPPLIES	\$282.99
				91621400-54106	SPECIALTY SUPPLIES	\$282.99
					Vendor Total:	\$565.98
					INVOICE TOTAL:	\$897,616.40

List of Checks Presented for Approval on 5/24/2019

The following list of bills payable was reviewed and approved for payment.

 Signature
Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AFLAC GROUP INSURANCE	A117774600	MAY 19 AFLAC CRITICAL CARE INS	\$378.96	20700000-20538	AFLAC CRITICAL ILLNSS POLICY	\$378.96
					Vendor Total:	\$378.96
ALL-GUARD ALARM SYSTEMS INC	A230944	MONTHLY MONITORING AT WWTP	\$85.90	84027225-52180	SECURITY SERVICES	\$85.90
					Vendor Total:	\$85.90
ALONZO FRIAS	TR 5/3/19	TRAVEL REIMBURSEMENT	\$45.00	82027111-57100	LEARNING AND DEVELOPMENT	\$45.00
					Vendor Total:	\$45.00
ALPHA ANALYTICAL LABORATORIES INC	8102623-UKIAH.1	MISC. LABORATORY WORK AS NEEDED	(\$300.00)	82027111-52100	CONTRACTED SERVICES	(\$300.00)
	9021837-UKIAH.1	MISC. LABORATORY WORK AS NEEDED	(\$300.00)	82027111-52100	CONTRACTED SERVICES	(\$300.00)
	8102623-UKIAH.2	ANALYZE WATER SAMPLES OR TTHM'	\$300.00	82027111-52100	CONTRACTED SERVICES	\$300.00
	9021837-UKIAH.2	ANALYZE WATER SAMPLES OR TTHM'	\$300.00	82027111-52100	CONTRACTED SERVICES	\$300.00
	9041577-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$59.00	84027225-52100	CONTRACTED SERVICES	\$59.00
	9041353-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$118.00	84027225-52100	CONTRACTED SERVICES	\$118.00
	9041570-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$137.00	84027225-52100	CONTRACTED SERVICES	\$137.00
	9043206-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$137.50	84027225-52100	CONTRACTED SERVICES	\$137.50
	9041275-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$154.00	84027225-52100	CONTRACTED SERVICES	\$154.00
	9043950-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$172.00	84027225-52100	CONTRACTED SERVICES	\$172.00
	9041934-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$177.00	84027225-52100	CONTRACTED SERVICES	\$177.00
	9042901-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$177.00	84027225-52100	CONTRACTED SERVICES	\$177.00
	9043796-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$177.00	84027225-52100	CONTRACTED SERVICES	\$177.00
	9044346-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$177.00	84027225-52100	CONTRACTED SERVICES	\$177.00
	9041274-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$200.00	84027225-52100	CONTRACTED SERVICES	\$200.00
	9044364-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$255.00	84027225-52100	CONTRACTED SERVICES	\$255.00
	9044945-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$255.00	84027225-52100	CONTRACTED SERVICES	\$255.00
	9041641-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$262.00	84027225-52100	CONTRACTED SERVICES	\$262.00

List of Checks Presented for Approval on 5/24/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	9042562-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$291.00	84027225-52100	CONTRACTED SERVICES	\$291.00
	9043569-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$291.00	84027225-52100	CONTRACTED SERVICES	\$291.00
	9043949-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$291.00	84027225-52100	CONTRACTED SERVICES	\$291.00
	9044687-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$291.00	84027225-52100	CONTRACTED SERVICES	\$291.00
	9042265-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$400.00	84027225-52100	CONTRACTED SERVICES	\$400.00
	9042385-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$927.00	84027225-52100	CONTRACTED SERVICES	\$927.00
	9044382-UKIAHSTP	MONTHLY PERMIT 2019 PER INV #9	\$1,340.00	84027225-52100	CONTRACTED SERVICES	\$1,340.00
	9041852-UKIAHSTP	MONTHLY PERMIT 2019 PER INV #9	\$1,400.00	84027225-52100	CONTRACTED SERVICES	\$1,400.00
	904572-UKIAHSTP	WELL MONITORING PER INV #90425	\$6,787.00	84027225-52100	CONTRACTED SERVICES	\$6,787.00
	Vendor Total:					\$14,475.50
AMAZON CAPITAL SERVICES	1PPF-GRXC-1R44	MILWAUKEE TOOL SET, BATTERY KIT	\$574.99	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$2.87)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.72)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.87)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.87)
				25321210-54102	SMALL TOOLS	\$25.51
				25321210-54102	SMALL TOOLS	\$237.49
				91621400-54102	SMALL TOOLS	\$25.51
				91621400-54102	SMALL TOOLS	\$337.50
	1Y1K-D13X-3W3X	ERASE WHITEBOARDS, SHELF LABEL MAGNETS	\$220.62	90000000-23013	STATE USE TAX LIABILITY	(\$41.69)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.27)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.10)
				90000000-23013	STATE USE TAX LIABILITY	(\$15.90)
				10021210-54100	SUPPLIES	\$8.63
				10021210-54100	SUPPLIES	\$110.31
				91521400-54100	SUPPLIES	\$8.64
				91521400-54100	SUPPLIES	\$110.31

List of Checks Presented for Approval on 5/24/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1LCM-3KMN-XY6W	FAST CHARGER SOCKET POWER OUTLET	\$23.58	91521400-56130	EXTERNAL SERVICES	\$23.58
	1LG7-44PN-JG6R	WIRELESS MOUSE	\$73.16	10013400-54100	SUPPLIES	\$73.16
	1YHL-N6NQ-13WH	HYDRATE ENERGY POWDER	\$228.30	80026110-54100	SUPPLIES	\$228.30
Vendor Total:						\$1,120.65
AMERICAN ASSOCIATION FOR	46724982.1	ANNUAL MEMBERSHIP	\$155.00	69122700-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$155.00
	Vendor Total:					\$155.00
ANIXTER	422852-00	COPPER BARE CONDUCTOR	\$1,579.56	80000000-12104	INVENTORY - PURCHASES	\$1,579.56
	Vendor Total:					\$1,579.56
APPLE INC	AA18222965	11" IPAD PRO - WIFI 256GB - SP	\$140.45	10024210-54330	COMPUTER AND TECHNOLOGY	\$11.45
				10024210-54330	COMPUTER AND TECHNOLOGY	\$129.00
	AA17961511	11" IPAD PRO - WIFI 256GB - SP	\$194.89	10024210-54330	COMPUTER AND TECHNOLOGY	\$15.89
				10024210-54330	COMPUTER AND TECHNOLOGY	\$179.00
	AA18222967	11" IPAD PRO - WIFI 256GB - SP	\$1,162.22	10024210-54330	COMPUTER AND TECHNOLOGY	\$94.74
				10024210-54330	COMPUTER AND TECHNOLOGY	\$1,067.48
Vendor Total:						\$1,497.56
AT&T MOBILITY	832118877X0 5142019	DATA & VOICE	\$264.68	10020210-55100	TELEPHONE	\$41.90
				20620231-55100	TELEPHONE	\$14.42
				77725200-55100	TELEPHONE	\$36.10
				80026400-55100	TELEPHONE	\$86.46
				82027110-55100	TELEPHONE	\$14.42
				82027111-55100	TELEPHONE	\$14.94
				82027111-55100	TELEPHONE	\$27.60
				84027221-55100	TELEPHONE	\$28.84
	832056361X5 142019	APN MODEMS	\$516.67	10020210-55100	TELEPHONE	\$516.67
	875108535x0 5142019	VOICE & DATA CELL PHONES	\$36.08	84027221-55100	TELEPHONE	\$36.08
Vendor Total:						\$817.43
BELKORP AG	539413	KEY SOLD IN PAIR	\$17.79	77725200-56300	BUILDING MAINT. & REPAIR	\$17.79
	535929	HYDRAULIC HOSE	\$124.89	10022100-56130	EXTERNAL SERVICES	\$124.89
Vendor Total:						\$142.68
BNY WESTERN TRUST CO	UKIAHRD07 APR 19	UKIAH RDA 2007 LOAN	\$46,865.00	96695604-70102	BOND INTEREST EXPENSE	\$46,865.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BNY WESTERN TRUST CO	811599 APR 19	UKIAH RDA 2011 LOAN	\$76,875.00	96695604-70102	BOND INTEREST EXPENSE	\$76,875.00
					Vendor Total:	\$123,740.00
BORIS PROKOP	UKIAH-2019-04	ASSIST EUD WITH REGULATORY & M	\$4,250.00	80026400-52100	CONTRACTED SERVICES	\$4,250.00
					Vendor Total:	\$4,250.00
BRISCOE IVESTER & BAZEL LLP	11273	LEGAL COUNSEL - WATER RESOURCE	\$7,000.00	82027110-52150	LEGAL SERVICES/EXPENSES	\$7,000.00
					Vendor Total:	\$7,000.00
BUSINESS CARD	052319	FACEBOOK ADVERTISING	\$12.14	10018000-52510	ADVERTISING & PROMOTION	\$12.14
	SF-D 20499	FACEBOOK ADVERTISING	\$243.23	10018000-52510	ADVERTISING & PROMOTION	\$243.23
	89896852	CEQA NOE COMMUNITY SERVICE	\$52.50	10022100-80220	BUILDING IMPROVEMENTS	\$52.50
	3898-KFKRQ	PAGEGATE SOFTWARE UPDATE	\$450.00	10020210-52100	CONTRACTED SERVICES	\$225.00
				20620231-52100	CONTRACTED SERVICES	\$225.00
	49438046	PRISONER SUPPLIES	\$32.75	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.16)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.04)
				90000000-23237	DISTRICT USE TAX-MEASURES	(\$0.17)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.16)
				10020210-54201	PRISONER EXPENSE	\$2.91
				10020210-54201	PRISONER EXPENSE	\$32.75
				90000000-23013	STATE USE TAX LIABILITY	(\$2.38)
	144212	ADHESIVE SCALES	\$48.48	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.16)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.04)
				90000000-23237	DISTRICT USE TAX-MEASURES	(\$0.17)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.16)
				90000000-23013	STATE USE TAX LIABILITY	(\$2.36)
				10020210-54100	SUPPLIES	\$2.89
				10020210-54100	SUPPLIES	\$48.48
	WR19136648	PD CLOTHING	\$60.94	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.27)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.07)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	WR19136648	PD CLOTHING	\$60.94	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.27)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.27)
				90000000-23013	STATE USE TAX LIABILITY	(\$3.92)
				10020210-54100	SUPPLIES	\$4.80
				10020210-54100	SUPPLIES	\$60.94
	R85723	TRASH BAGS	\$69.35	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.29)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.08)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.30)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.30)
				90000000-23013	STATE USE TAX LIABILITY	(\$4.31)
	84886	HYDRATE & RECOVER PACKETS	\$350.00	10020210-54100	SUPPLIES	\$5.28
				10020210-54100	SUPPLIES	\$69.35
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.74)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.44)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.75)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.75)
				90000000-23013	STATE USE TAX LIABILITY	(\$25.38)
				80026120-54100	SUPPLIES	\$31.06
				80026120-54100	SUPPLIES	\$350.00
MD032119P01		ADULT/CHILD CPR MASKS	\$850.48	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$3.84)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.97)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.85)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.85)
				90000000-23013	STATE USE TAX LIABILITY	(\$55.83)
				10022300-54100	SUPPLIES	\$68.34
				10022300-54100	SUPPLIES	\$850.48

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	89992305	CITY TAX ROLE DATA	\$302.50	10023100-59101	FEES	\$302.50
	7485	PERMIT FEES	\$967.25	84027220-59101	FEES	\$967.25
	803769	REGISTRATION - S SANGIACOMO	\$149.00	10012100-57100	LEARNING AND DEVELOPMENT	\$149.00
	040319	LODGING OVER CHARGED REFUND	(\$9.32)	10012600-57100	LEARNING AND DEVELOPMENT	(\$9.32)
	29763633	LODGING - C RASMASON	\$398.60	10013400-57100	LEARNING AND DEVELOPMENT	\$398.60
	SF-D 20266	LODGING - K NORRIS, L SMITH	\$1,445.34	10013400-57100	LEARNING AND DEVELOPMENT	(\$0.02)
				10013400-57100	LEARNING AND DEVELOPMENT	\$1,445.36
	LPYQZ	CANCELLED RESERVATION REFUND	(\$215.46)	10016100-57100	LEARNING AND DEVELOPMENT	(\$215.46)
	7359	REGISTRATION - S MANNION	\$75.00	10016100-57100	LEARNING AND DEVELOPMENT	\$75.00
	200004247	REGISTRATION - S MANNION	\$300.00	10016100-57100	LEARNING AND DEVELOPMENT	\$300.00
	162330	REGISTRATION - P MATHIAS	\$250.00	10020210-57100	LEARNING AND DEVELOPMENT	\$250.00
	040819	OVERCHARGE REFUND	(\$314.00)	10022810-57100	LEARNING AND DEVELOPMENT	(\$314.00)
	041119	LODGING - J BURGESS	\$513.68	10022810-57100	LEARNING AND DEVELOPMENT	\$513.68
	3015007	REGISTRATION - M KEIZER, O OROPEZA	\$50.00	10023320-57100	LEARNING AND DEVELOPMENT	\$50.00
	3469	REGISTRATION - M KEIZER	\$215.00	10023320-57100	LEARNING AND DEVELOPMENT	\$215.00
	041519	REGISTRATION - M KEIZER	\$595.00	10023320-57100	LEARNING AND DEVELOPMENT	\$595.00
	FKYX4.1	LODGING - T ERIKSEN	\$427.50	82027110-57100	LEARNING AND DEVELOPMENT	\$427.50
	8817	REGISTRATION - C GOWAN	\$80.00	84027225-57100	LEARNING AND DEVELOPMENT	\$80.00
	50319	MICROSOFT ONLINE SERVICES	\$30.00	10013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$30.00
	050119	CPA MEMBERSHIP	\$525.00	10013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$525.00
	25958516	RENEWAL FEES - M KEIZER	\$120.00	10023320-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$120.00
	344515	PRISONER SUPPLIES	\$127.93	10020210-54201	PRISONER EXPENSE	\$127.93

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	51165	MEMO & MESH LETTER HOLDERS	\$38.10	10012100-54100	SUPPLIES	\$38.10
	3408	CHRIS DEWEY FINAL CHARGE	\$51.76	10020210-54100	SUPPLIES	\$51.76
	116509583	FACEBOOK ADVERTISING	\$75.00	10020210-54100	SUPPLIES	\$75.00
	129295941	POOL RAIL GRIP COVER	\$92.21	10022300-54100	SUPPLIES	\$92.21
	80973	RETURN POST-IT FLIP CHART	(\$128.21)	10023100-54100	SUPPLIES	(\$128.21)
	042519	HOUSING WORKSHOP LUNCHEON	\$51.75	10023100-54100	SUPPLIES	\$51.75
	53314	STICKY EASER PADS, MARKERS	\$268.87	10023100-54100	SUPPLIES	\$268.87
	SF-D 23203	PURCHASING DEPT MEETING	\$70.15	20413500-54100	SUPPLIES	\$70.15
	SF-D 21922	MARKING FLAGS & WHISKERS	\$475.40	80026120-54100	SUPPLIES	\$475.40
	SF-D 21915	SPRAY MARKING PAINT	\$481.19	80026120-54100	SUPPLIES	\$361.26
				84027221-54100	SUPPLIES	\$119.93
					Vendor Total:	\$9,679.11
CANDICE RASMASON	TR 5/16-16/19	TRAVEL REIMBURSEMENT	\$76.79	10013400-57100	LEARNING AND DEVELOPMENT	\$76.79
					Vendor Total:	\$76.79
CHRISTOPHER WALKER	BA FY 18/19	BOOT ALLOWANCE	\$150.00	20324100-54100	SUPPLIES	\$150.00
					Vendor Total:	\$150.00
COLANTUONO HIGHSMITH & WHATLEY PC	39029	LEGAL SERVICES	\$455.00	84427222-52100	CONTRACTED SERVICES	\$455.00
					Vendor Total:	\$455.00
CONCUR TECHNOLOGIES INC	10180008164 3	CONCUR EXPENSE PAY SOFTWARE L	\$457.20	20413500-54320	SOFTWARE	\$457.20
					Vendor Total:	\$457.20
CRAWFORD & ASSOCIATES INC	36366	EMERGENCY GEOTECH SERVICES @ W	\$10,698.49	82027111-80230	INFRASTRUCTURE	\$10,698.49
					Vendor Total:	\$10,698.49
DC ELECTRIC GROUP INC	412738	TALMAGE RD & AIRPORT PARK BLVD	\$916.08	10024620-80230	INFRASTRUCTURE	\$916.08
					Vendor Total:	\$916.08
DEPARTMENT OF JUSTICE	376019	CHEM/TEST REPORT CRIMINAL INVE	\$315.00	10020210-52100	CONTRACTED SERVICES	\$315.00
	371866	FINGERPRINTS	\$857.00	10022900-54169	LIVESCAN	\$825.00
				10016100-54165	NEW EMPLOYEE FINGERPRINT	\$32.00
					Vendor Total:	\$1,172.00
FILETRAIL	2019-0385	HOSTED FILE MANAGMENT SYSTEM	\$593.00	10012500-54320	SOFTWARE	\$593.00
					Vendor Total:	\$593.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRED PRYOR SEMINARS	1-8426773	REGISTRATION - WWTP DEPT.	\$788.00	84027225-57100	LEARNING AND DEVELOPMENT	\$788.00
					Vendor Total:	\$788.00
GHILOTTI CONSTRUCTION COMPANY INC	73857	Contract 1718107 retainage 01/26/2018 to	\$25,092.38	10000000-20150	AP CONTRACT RETAINAGE	\$7,161.00
				10000000-20150	AP CONTRACT RETAINAGE	\$17,931.38
	73861	Contract 1718124 retainage 03/23/2018 to	\$100,447.14	10000000-20150	AP CONTRACT RETAINAGE	\$884.68
				10000000-20150	AP CONTRACT RETAINAGE	\$1,165.68
				10000000-20150	AP CONTRACT RETAINAGE	\$1,332.05
				10000000-20150	AP CONTRACT RETAINAGE	\$1,844.44
				10000000-20150	AP CONTRACT RETAINAGE	\$2,275.88
				10000000-20150	AP CONTRACT RETAINAGE	\$5,737.02
				10000000-20150	AP CONTRACT RETAINAGE	\$5,906.40
				10000000-20150	AP CONTRACT RETAINAGE	\$11,680.56
				10000000-20150	AP CONTRACT RETAINAGE	\$16,967.80
				10000000-20150	AP CONTRACT RETAINAGE	\$25,823.65
				10000000-20150	AP CONTRACT RETAINAGE	\$26,828.98
	73859	Contract 1718107 retainage 05/18/2018 to	\$206,121.23	10000000-20150	AP CONTRACT RETAINAGE	\$172.00
				10000000-20150	AP CONTRACT RETAINAGE	\$5,724.32
				10000000-20150	AP CONTRACT RETAINAGE	\$11,843.91
				10000000-20150	AP CONTRACT RETAINAGE	\$12,900.00
				10000000-20150	AP CONTRACT RETAINAGE	\$18,631.03
				10000000-20150	AP CONTRACT RETAINAGE	\$62,862.94
				10000000-20150	AP CONTRACT RETAINAGE	\$93,987.03
	5794*15	RECYCLED WATER PROJECT	\$1,271,387.03	12024200-80230	INFRASTRUCTURE	\$72,016.00
				82227113-80230	INFRASTRUCTURE	\$40,105.90
				83027330-80230	INFRASTRUCTURE	\$19,277.67
				83027330-80230	INFRASTRUCTURE	\$950,113.11
				94424424-80233	MAIN REPLACEMENTS	\$189,874.35
					Vendor Total:	\$1,603,047.78

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GREG OWEN	TA 6/3-6/19	TRAVEL ADVANCE	\$945.52	77725200-57100	LEARNING AND DEVELOPMENT	\$945.52
					Vendor Total:	\$945.52
INFOSEND INC	153342	UB PRINT & MAIL SERVICES	\$4,701.33	20513300-52100	CONTRACTED SERVICES	\$4,701.33
	153722	SPRING 2019 INSERT	\$105.93	10022810-54100	SUPPLIES	\$105.93
					Vendor Total:	\$4,807.26
JAMES THOMSEN	BA FY 18/19	BOOT ALLOWANCE	\$150.00	10022100-54100	SUPPLIES	\$150.00
					Vendor Total:	\$150.00
JAROD THIELE	TR 4/22-26/19	TRAVEL REIMBURSEMENT	\$52.66	82027110-57100	LEARNING AND DEVELOPMENT	\$52.66
					Vendor Total:	\$52.66
JOSHUA CAMPBELL	TR 5/3/19	TRAVEL REIMBURSEMENT	\$45.00	82027111-57100	LEARNING AND DEVELOPMENT	\$45.00
					Vendor Total:	\$45.00
KRISTINE LAWLER	DV052019	CERTIFICATE FRAME REFUND	\$19.58	10012500-54100	SUPPLIES	\$19.58
	DV051519	REIMBURSEMENT - U-HAUL, LUNCH FOR CCC CREW	\$166.28	10012500-54100	SUPPLIES	\$61.99
				10012500-54100	SUPPLIES	\$104.29
					Vendor Total:	\$185.86
LARRY WALKER ASSOCIATES INC	00564.05-3	APPLICATION PREPARATION (NPDES	\$6,406.50	84027225-52114	COMPLIANCE STUDIES	\$6,406.50
	00564.05-1	APPLICATION PREPARATION (NPDES	\$57,351.66	84027225-52114	COMPLIANCE STUDIES	\$57,351.66
					Vendor Total:	\$63,758.16
LIEBERT CASSIDY WHITMORE	1464536.1	LEGAL SERVICES	(\$6,359.50)	10016100-52100	CONTRACTED SERVICES	(\$6,359.50)
	1472508.1	LEGAL SERVICES	(\$5,148.00)	10016100-52100	CONTRACTED SERVICES	(\$5,148.00)
	1464537.1	LEGAL SERVICES	(\$4,497.00)	10016100-52100	CONTRACTED SERVICES	(\$4,497.00)
	1473871.1	LEGAL SERVICES	(\$1,904.00)	10016100-52100	CONTRACTED SERVICES	(\$1,904.00)
	1467747.1	LEGAL SERVICES	(\$1,561.00)	10016100-52100	CONTRACTED SERVICES	(\$1,561.00)
	1469293.1	LEGAL SERVICES	(\$784.00)	10016100-52100	CONTRACTED SERVICES	(\$784.00)
	1475311.1	LEGAL SERVICES	(\$644.00)	10016100-52100	CONTRACTED SERVICES	(\$644.00)
	1472377.1	LEGAL SERVICES	(\$364.00)	10016100-52100	CONTRACTED SERVICES	(\$364.00)
	1472376.1	LEGAL SERVICES	(\$205.00)	10016100-52100	CONTRACTED SERVICES	(\$205.00)
	1473870.1	LEGAL SERVICES	(\$168.00)	10016100-52100	CONTRACTED SERVICES	(\$168.00)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LIEBERT CASSIDY WHITMORE	1470994.1	LEGAL SERVICES	(\$140.00)	10016100-52100	CONTRACTED SERVICES	(\$140.00)
	1464538.1	LEGAL SERVICES	(\$112.00)	10016100-52100	CONTRACTED SERVICES	(\$112.00)
	1470882.1	LEGAL SERVICES	(\$112.00)	10016100-52100	CONTRACTED SERVICES	(\$112.00)
	1464538.2	LEGAL SERVICES - PERSONNEL	\$112.00	10016100-52100	CONTRACTED SERVICES	\$112.00
	1470882.2	LEGAL SERVICES - PERSONNEL	\$112.00	10016100-52100	CONTRACTED SERVICES	\$112.00
	1470994.2	LEGAL SERVICES - PERSONNEL	\$140.00	10016100-52100	CONTRACTED SERVICES	\$140.00
	1473870.2	LEGAL SERVICES - PERSONNEL	\$168.00	10016100-52100	CONTRACTED SERVICES	\$168.00
	1472376.2	LEGAL SERVICES - PERSONNEL	\$205.00	10016100-52100	CONTRACTED SERVICES	\$205.00
	1472377.2	LEGAL SERVICES - PERSONNEL	\$364.00	10016100-52100	CONTRACTED SERVICES	\$364.00
	1617175	LEGAL SERVICES - PERSONNEL	\$614.00	10016100-52100	CONTRACTED SERVICES	\$614.00
	1475311.2	LEGAL SERVICES - PERSONNEL	\$644.00	10016100-52100	CONTRACTED SERVICES	\$644.00
	1469293.2	LEGAL SERVICES - PERSONNEL	\$784.00	10016100-52100	CONTRACTED SERVICES	\$784.00
	1467747.2	LEGAL SERVICES - PERSONNEL	\$1,561.00	10016100-52100	CONTRACTED SERVICES	\$1,561.00
	1473871.2	LEGAL SERVICES - PERSONNEL	\$1,904.00	10016100-52100	CONTRACTED SERVICES	\$1,904.00
	1464537.2	LEGAL SERVICES - PERSONNEL	\$4,497.00	10016100-52100	CONTRACTED SERVICES	\$4,497.00
	1472508.2	LEGAL SERVICES - PERSONNEL	\$5,148.00	10016100-52100	CONTRACTED SERVICES	\$5,148.00
	1464536.2	LEGAL SERVICES - PERSONNEL	\$6,359.50	10016100-52100	CONTRACTED SERVICES	\$6,359.50
	1478420	LEGAL SERVICES - PERSONNEL	\$309.00	10020210-52150	LEGAL SERVICES/EXPENSES	\$309.00
	1476851	LEGAL SERVICES - PERSONNEL	\$2,521.00	10020210-52150	LEGAL SERVICES/EXPENSES	\$2,521.00
Vendor Total:						\$3,444.00
LORELEI SCOTT	6688	REFLECTIVE LOGOS	\$763.37	91521400-56130	EXTERNAL SERVICES	\$763.37
					Vendor Total:	\$763.37
LORY LIMBIRD	DV051619	REIMBURSEMENT - BIRTHDAY SUPPLIES	\$83.98	10016100-54167	EMPLOYEE DEVELOPMENT	\$69.84
				10012200-54100	SUPPLIES	\$14.14
				Vendor Total:		\$83.98
MELTON DESIGN GROUP INC	5478	VINEWOOD PARK IMPROVEMENTS	\$22,526.23	10022100-80220	BUILDING IMPROVEMENTS	\$22,526.23
					Vendor Total:	\$22,526.23

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
NICK KIRBY	TR 5/17-18/19	TRAVEL REIMBURSEMENT	\$45.00	82027114-57100	LEARNING AND DEVELOPMENT	\$45.00
					Vendor Total:	\$45.00
NOR-CAL RECYCLED ROCK & AGGREGATES INC	17101	MISC. ROCK & ROAD PATCH MATERI	\$940.68	10024224-54100	SUPPLIES	\$940.68
	17096	MISC. ROCK & ROAD PATCH MATERI	\$1,776.84	10024224-54100	SUPPLIES	\$1,776.84
					Vendor Total:	\$2,717.52
ONE TIME PAY VENDOR	DV050819	AIRPORT HANGER REFUND - RANDY BECKLER	\$50.00	77700000-21110	CUSTOMER DEPOSITS	\$50.00
	DV050819.1	AIRPORT HANGER REFUND - TONY MORRIS	\$50.00	77700000-21110	CUSTOMER DEPOSITS	\$50.00
	DV051619	PARK RENTAL REFUND - PETRA A GARCIA	\$90.00	10022100-46360	PARKS RENTAL	\$90.00
	14002	ELECTRICAL PERMIT#14002 REFUND - COSTCO	\$2,652.95	90000000-23200	REFUNDABLE DEPOSITS TRUST	\$2,652.95
	14001	ELECTRICAL PERMIT#14001 REFUND - COSTCO	\$6,476.70	90000000-23200	REFUNDABLE DEPOSITS TRUST	\$6,476.70
	120705-9	UTILITY REFUND - BEVERLY SANDERS	\$5.51	90100000-10421	UTILITY RECEIVABLES CLEARING	\$5.51
	121360-2	UTILITY REFUND - RDL PROPERTY MGMT	\$29.00	90100000-10421	UTILITY RECEIVABLES CLEARING	\$29.00
	119452-1	UTILITY REFUND - PACIFIC MEDICAL RESOURCES	\$166.54	90100000-10421	UTILITY RECEIVABLES CLEARING	\$166.54
	121128-3	UTILITY REFUND - BEVERLY SANDERS PROP	\$169.57	90100000-10421	UTILITY RECEIVABLES CLEARING	\$169.57
					Vendor Total:	\$9,690.27
PACE SUPPLY CORPORATION	025292468-1	PVC SOCKET	\$25.44	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$25.44
	025305280	COPPER CAP, CLAMP	\$30.08	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$30.08
	025292468	GRIT PUMP SEAL WATER SUPPLIES	\$35.39	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$35.39
	025293255	PVC SOCKETS , ADAPTER	\$144.74	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$144.74
	025288488	ELBOW PIPE FITTINGS, CONDUCTOR	\$77.05	82027111-56130	EXTERNAL SERVICES	\$77.05
	025234789	CONCRETE BOX, ELECTRICAL BOLTS	\$1,189.52	80126100-80230	INFRASTRUCTURE	\$1,189.52
					Vendor Total:	\$1,502.22

List of Checks Presented for Approval on 5/24/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PACIFIC REDWOOD MEDICAL GROUP INC	1858	EMPLOYMENT PHYSICALS & DOT	\$80.64	10021210-54161	BACKGROUND & PHYSICALS	\$40.32
				91521400-54161	BACKGROUND & PHYSICALS	\$40.32
				Vendor Total:		\$80.64
PAPA	94759	REGISTRATION - J THOMSEN	\$80.00	10022100-57100	LEARNING AND DEVELOPMENT	\$80.00
	94667	REGISTRATION - R GIBSON	\$80.00	10022100-57100	LEARNING AND DEVELOPMENT	\$80.00
	94760	REGISTRATION - R RAMOS	\$80.00	10022100-57100	LEARNING AND DEVELOPMENT	\$80.00
				Vendor Total:		\$240.00
PAYMENTUS GROUP INC	US19040056	CREDIT CARD PROCESSING SERVICE	\$3,220.63	20513300-52100	CONTRACTED SERVICES	\$3,220.63
				Vendor Total:		\$3,220.63
PCMG INC	B04197670101	MICROSOFT ENTERPRISE AGREEMENT	\$69,240.58	20913900-54320	SOFTWARE	\$69,240.58
				Vendor Total:		\$69,240.58
PETERSON TRUCKS INC	210282P	FULD WINDSHIEL WASHER, FILTER-LUBE OIL	\$29.43	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.04)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.14)
				80026110-56130	EXTERNAL SERVICES	\$0.10
				80026110-56130	EXTERNAL SERVICES	\$10.03
				20324100-58410	GARAGE LUBRICANTS & PARTS	\$0.11
				20324100-58410	GARAGE LUBRICANTS & PARTS	\$19.40
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.03)
	209718P	FILTER LUBE OIL	\$70.79	82027114-56130	EXTERNAL SERVICES	\$35.39
				82027114-56130	EXTERNAL SERVICES	\$35.40
	210546P	BRAKLEEN	\$83.04	20324100-58410	GARAGE LUBRICANTS & PARTS	\$83.04
				Vendor Total:		\$183.26
PG&E CO	6833-2 MAY 19	PACIFIC GAS & ELECTRIC	\$522.21	10021210-55210	UTILITIES	\$261.11
				91521400-55210	UTILITIES	\$261.10
				Vendor Total:		\$522.21

List of Checks Presented for Approval on 5/24/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
R&B COMPANY - RWC	S1831642.001	PLUMBING EQUIPMENT, FIXTURES,	\$827.01	82000000-12104	INVENTORY - PURCHASES	\$827.01
					Vendor Total:	\$827.01
REDWOOD COAST FUELS	2037304	CARDLOCK FUEL PURCHASES	\$6,988.73	10020210-56210	FUEL & FLUIDS	\$106.68
				10020210-56210	FUEL & FLUIDS	\$1,334.85
				10022100-56210	FUEL & FLUIDS	\$729.22
				10023320-56210	FUEL & FLUIDS	\$79.31
				10024620-56210	FUEL & FLUIDS	\$727.41
				20324100-56210	FUEL & FLUIDS	\$229.01
				20822500-56210	FUEL & FLUIDS	\$209.17
				80026400-56210	FUEL & FLUIDS	\$1,170.08
				82027111-56210	FUEL & FLUIDS	\$283.29
				82027114-56210	FUEL & FLUIDS	\$478.75
				82027114-56210	FUEL & FLUIDS	\$533.92
				84027221-56210	FUEL & FLUIDS	\$407.83
				84027221-56210	FUEL & FLUIDS	\$454.82
				84027225-56210	FUEL & FLUIDS	\$244.39
	2040770	STANDARD CONTROL HANDLE	\$969.42	20324100-54100	SUPPLIES	\$969.42
					Vendor Total:	\$7,958.15
REDWOOD EMPIRE AIKIKAI	DV041119	INSTRUCTOR	\$44.00	10022850-52100	CONTRACTED SERVICES	\$44.00
					Vendor Total:	\$44.00
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	19-6 EAP	REMIF EAP INSURANCE	\$542.44	20112400-52525	WORKER'S COMP. EXPENSE	\$542.44
					Vendor Total:	\$542.44
RESPECTECH	37937	PHONE SYSTEM SERVICE & LEAVE	\$112.50	10021210-55100	TELEPHONE	\$56.25
				91521400-55100	TELEPHONE	\$56.25
					Vendor Total:	\$112.50
RINO PACIFIC	CL27092	FUEL CARD CHARGES AS NEEDED	\$1,549.83	10021210-56210	FUEL & FLUIDS	\$774.91
				91521400-56210	FUEL & FLUIDS	\$774.92
					Vendor Total:	\$1,549.83

List of Checks Presented for Approval on 5/24/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ROBERT HULBERT	TR 5/17-18/19	TRAVEL REIMBURSEMENT	\$45.00	82027114-57100	LEARNING AND DEVELOPMENT	\$45.00
	DV051319	WATER DISTRIBUTION REIMBURSEMENT	\$80.00	82027114-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$80.00
	Vendor Total:					\$125.00
ROUND TABLE PIZZA	14-44	CAR POLE INCIDENT LUNCH	\$182.26	80026110-54100	SUPPLIES	\$182.26
	Vendor Total:					\$182.26
SAGE SANGIACOMO	DV051719	REIMBURSEMENT - LUNCH MEETING	\$531.85	10012100-57100	LEARNING AND DEVELOPMENT	\$36.85
		MMANC MEMBERSHIP DUES		10012100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$95.00
		CCMF MEMBERSHIP DUES		10012100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$400.00
	Vendor Total:					\$531.85
SEAN WHITE	TR 4/22-26/19	TRAVEL REIMBURSEMENT	\$76.58	82027110-57100	LEARNING AND DEVELOPMENT	\$76.58
	TR 3/16-20/19	TRAVEL REIMBURSEMENT	(\$8.13)	83027330-57100	LEARNING AND DEVELOPMENT	(\$8.13)
	Vendor Total:					\$68.45
SEL ENGINEERING SERVICES INC	29616	HYDRO PLANT - TRIP SCHEME WORK	\$260.00	80126100-80230	INFRASTRUCTURE	\$260.00
	Vendor Total:					\$260.00
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	100452	OAK MANOR COMPACTION TESTING	\$4,254.20	10024210-80230	INFRASTRUCTURE	\$4,254.20
	Vendor Total:					\$4,254.20
SILVA SEPTIC INC	77724	PORTABLE RESTROOM RENTAL	\$110.88	10021210-54100	SUPPLIES	\$55.44
				91521400-54100	SUPPLIES	\$55.44
	78803	PORTABLE RESTROOM RENTAL	\$185.09	10021210-54100	SUPPLIES	\$92.54
				91521400-54100	SUPPLIES	\$92.55
	78743	PORTABLE RESTROOM RENTAL	\$201.42	10021210-54100	SUPPLIES	\$100.71
				91521400-54100	SUPPLIES	\$100.71
	Vendor Total:					\$497.39
SONIC NET LLC	1000116790	INTERNET SERVICES - UVFD	\$18.20	10021210-55100	TELEPHONE	\$9.10
				91521400-55100	TELEPHONE	\$9.10
	Vendor Total:					\$18.20

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STATE WATER RESOURCES CONTROL BOARD	DV052119	REGISTRATION - C GOWAN	\$65.00	84027225-57100	LEARNING AND DEVELOPMENT	\$65.00
	DV051419	WATER DISTRIBUTION RENEWAL - D FLORES	\$80.00	82027110-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$80.00
	DV051719	WATER DISTRIBUTION RENEWAL - J AGUILAR	\$90.00	82027114-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$90.00
	Vendor Total:					\$235.00
SUE CAMPBELL	154	MOULAGE KIT - DISASTER TRAININGS	\$300.00	10012800-54100	SUPPLIES	\$300.00
					Vendor Total: \$300.00	
SUN HOUSE SENIOR APARTMENTS LP	118602-2.1	EXCESS GENERATION REIMBURSEMENT	\$407.31	90100000-10421	UTILITY RECEIVABLES CLEARING	\$407.31
	118538-8.1	REIMBUSERMENT OVER PAYMENT ON UTILITY ACCOUNT	\$5,354.86	90100000-10421	UTILITY RECEIVABLES CLEARING	\$5,354.86
	Vendor Total:					\$5,762.17
SUNCOAST RESEARCH LABS INC	38762	CITRUS KING DEGREASER	\$4,785.00	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$23.90)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$5.99)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$23.93)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$23.93)
				90000000-23013	STATE USE TAX LIABILITY	(\$346.92)
				84027221-54100	SUPPLIES	\$424.67
				84027221-54100	SUPPLIES	\$4,785.00
				Vendor Total:		
TGIF REPAIRS INC	5864	PRINTER MAINTENANCE	\$489.17	20620231-56120	EQUIPMENT MAINTENANCE & REPAIR	\$489.17
					Vendor Total: \$489.17	
THURSTON CHRYSLER DODGE JEEP RAM	501904	NEW 2019 DODGE CHARGER POLICE	\$38,281.70	10020210-80100	MACHINERY & EQUIPMENT	\$1,058.70
				10020210-80100	MACHINERY & EQUIPMENT	\$1,058.70
				10020210-80100	MACHINERY & EQUIPMENT	\$36,164.30
				Vendor Total:		
TIM SANTO	DV051119	CAR-POLE OUTAGE REIMBURSEMENT	\$21.20	80026110-54100	SUPPLIES	\$21.20
					Vendor Total: \$21.20	

List of Checks Presented for Approval on 5/24/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TRAINING INNOVATIONS INC	19-260	ANNUAL TRAINING SOFTWARE	\$750.00	10020210-57100	LEARNING AND DEVELOPMENT	\$750.00
					Vendor Total:	\$750.00
TRANSENE COMPANY INC	169276	ORP STANDARD	\$50.00	84027225-54100	SUPPLIES	\$50.00
					Vendor Total:	\$50.00
UKIAH ROUND TREE GLASS	163026	CHIP REPAIR	\$50.00	84027225-56130	EXTERNAL SERVICES	\$50.00
					Vendor Total:	\$50.00
UKIAH TROPHIES & GIFTS	032893	BENCH & TREE PROGRAM TROPHIES	\$57.16	90000000-23212	ADOPT-A-TREE PROGRAM	\$57.16
					Vendor Total:	\$57.16
UPS	0000E19R54179	SHIPPING CHARGES	\$50.83	80026120-54100	SUPPLIES	\$50.83
	0000E19R54209	SHIPPING CHARGES	\$79.00	82027114-54100	SUPPLIES	\$39.50
				84027221-54100	SUPPLIES	\$39.50
					Vendor Total:	\$129.83
VALLEY AUTO CENTER INC	290662	WATER PUMP	\$68.19	20513382-56130	EXTERNAL SERVICES	\$68.19
					Vendor Total:	\$68.19
VERIZON WIRELESS	9829308814	UVFA CELLULAR PHONES	\$266.07	10021210-55100	TELEPHONE	\$133.03
				91521400-55100	TELEPHONE	\$133.04
					Vendor Total:	\$266.07
WAGNER & BONSIGNORE	04-19-607	ENG SVCS FOR WATER RIGHT PERM	\$42.50	82027110-52100	CONTRACTED SERVICES	\$42.50
					Vendor Total:	\$42.50
WEST YOST ASSOCIATED	2037240	GRANT MANAGEMENT SERVICES FOR	\$49.25	91190100-52100	CONTRACTED SERVICES	\$49.25
	2037713	GRANT MANAGEMENT SERVICES FOR	\$234.00	91190100-52100	CONTRACTED SERVICES	\$234.00
	2038035	GRANT MANAGEMENT SERVICES FOR	\$234.00	91190100-52100	CONTRACTED SERVICES	\$234.00
	2037470	GRANT MANAGEMENT SERVICES FOR	\$1,688.00	91190100-52100	CONTRACTED SERVICES	\$1,688.00
					Vendor Total:	\$2,205.25
WESTERN RENEWABLE ENERGY GENERATION	WR12854	WREGIS CERTIFICATE FEES	\$1.13	80026400-52100	CONTRACTED SERVICES	\$1.13
	WR12438	WREGIS CERTIFICATE FEES	\$2.17	80026400-52100	CONTRACTED SERVICES	\$2.17
	WR9387	WREGIS CERTIFICATE FEES	\$2.72	80026400-52100	CONTRACTED SERVICES	\$2.72
	WR11298	WREGIS CERTIFICATE FEES	\$3.15	80026400-52100	CONTRACTED SERVICES	\$3.15
	WR10160	WREGIS CERTIFICATE FEES	\$4.20	80026400-52100	CONTRACTED SERVICES	\$4.20

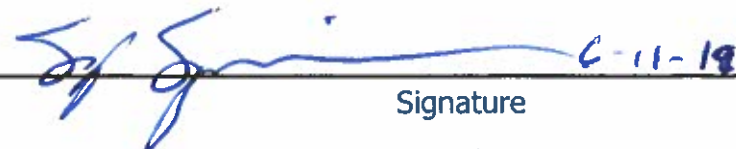
List of Checks Presented for Approval on 5/24/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WESTERN RENEWABLE ENERGY GENERATION	WR13285	WREGIS CERTIFICATE FEES	\$129.38	80026400-52100	CONTRACTED SERVICES	\$129.38
					Vendor Total:	\$142.75
WYATT IRRIGATION CO	256046 00	IRRITROL TRANSFORMER	\$38.84	10022100-54100	SUPPLIES	\$38.84
	256396 00	HUNTER MINI ROTOR & ROTOR ADJUSTMENT	\$79.16	10022100-54100	SUPPLIES	\$39.58
				10022100-54100	SUPPLIES	\$39.58
	256715 00	IRRIGATION CONTROL REPLACEMENT - ORCHARD SUB-STATI	\$190.28	80026210-54100	SUPPLIES	\$190.28
					Vendor Total:	\$308.28
					INVOICE TOTAL:	\$2,038,441.61

List of Checks Presented for Approval on 5/31/2019

The following list of bills payable was reviewed and approved for payment.

 6-11-19 
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ADAMSON POLICE PRODUCTS	INV301800	HAND HELD SIREN	\$781.73	10020210-80100	MACHINERY & EQUIPMENT	\$390.86
				10020210-80100	MACHINERY & EQUIPMENT	\$390.87
	INV301710	T-RAIL FREE STANDING KIT	\$905.63	10020210-80100	MACHINERY & EQUIPMENT	\$159.95
				10020210-80100	MACHINERY & EQUIPMENT	\$159.96
				10020210-80100	MACHINERY & EQUIPMENT	\$292.86
				10020210-80100	MACHINERY & EQUIPMENT	\$292.86
				Vendor Total:		\$1,687.36
ALEJANDRO VARGAS	TR 4/7-9/19	TRAVEL REIMBURSEMENT	\$304.84	84027225-57100	LEARNING AND DEVELOPMENT	\$304.84
				Vendor Total:		\$304.84
ALICIA TLELO	DV052019	MILEAGE REIMBURSEMENT- HOUSING VERIFICATION	\$15.08	10023100-56130	EXTERNAL SERVICES	\$15.08
				Vendor Total:		\$15.08
ALL-GUARD ALARM SYSTEMS INC	593925	MONTHLY MONITORING AT WWTP	\$588.54	84027225-56300	BUILDING MAINT. & REPAIR	\$588.54
				Vendor Total:		\$588.54
ALPINE AWARDS	5535428	ADULT SPORTS CHAMP SHIRTS	\$100.19	10022824-54100	SUPPLIES	\$100.19
				Vendor Total:		\$100.19
AMAZON CAPITAL SERVICES	1K9C-JQYN- 91NX	TOOLSET, NUT SERTS AND RIVETS	\$88.90	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.13)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.06)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.25)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.25)
				90000000-23013	STATE USE TAX LIABILITY	(\$3.68)
				20324100-54100	SUPPLIES	\$4.37
	1FWC-Q1YH- 41C6	TOOLS FOR ENGINE	\$237.22	20324100-54100	SUPPLIES	\$88.90
				90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.19)

List of Checks Presented for Approval on 5/31/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1FWC-Q1YH-41C6	TOOLS FOR ENGINE	\$237.22	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.16)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.62)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.19)
				25321210-54102	SMALL TOOLS	\$12.22
				25321210-54102	SMALL TOOLS	\$237.22
				90000000-23013	STATE USE TAX LIABILITY	(\$9.06)
	1X73-TYXY-C997	MOUNTING ADHESIVE	\$78.40	69122700-54100	SUPPLIES	\$78.40
Vendor Total:						\$404.52
ANDREW STRICKLIN	TA 6/3-5/19	TRAVEL ADVANCE	\$556.56	10024210-57100	LEARNING AND DEVELOPMENT	\$185.52
				82027110-57100	LEARNING AND DEVELOPMENT	\$185.52
				84027220-57100	LEARNING AND DEVELOPMENT	\$185.52
				Vendor Total:		\$556.56
ANTONIO MUNOZ	CFM062019	CROSS-FIT TRAINING FOR FIRE ST	\$333.33	10021210-54167	EMPLOYEE DEVELOPMENT	\$166.67
				91521400-54167	EMPLOYEE DEVELOPMENT	\$166.66
				Vendor Total:		\$333.33
APPLE INC	AA19743719	12.9" IPAD PRO WI-FI 256GB	\$1,682.27	10024210-54330	COMPUTER AND TECHNOLOGY	\$560.74
				82027110-54330	COMPUTER AND TECHNOLOGY	\$560.67
				84027220-54330	COMPUTER AND TECHNOLOGY	\$560.86
				Vendor Total:		\$1,682.27
AT&T	2463 MAY 19	TELEPHONE	\$44.72	10021210-55100	TELEPHONE	\$22.36
				91521400-55100	TELEPHONE	\$22.36
				Vendor Total:		\$44.72
BAYSIDE PRINTED PRODUCTS	114483	REQUISITION FORMS	\$806.21	20413500-54100	SUPPLIES	\$806.21
				Vendor Total:		\$806.21
BJ'S EMBROIDERY	12859	2018 YOUTH BASKETBALL T-SHIRTS	\$107.15	10022831-54100	SUPPLIES	\$107.15
	12853	EMROIDERED SHIRTS	\$43.55	20513382-54100	SUPPLIES	\$43.55
	12852	EMBROIDERY SWEATSHIRTS	\$97.93	20513382-54100	SUPPLIES	\$97.93

List of Checks Presented for Approval on 5/31/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BJ'S EMBROIDERY	12854	EMBROIDERED T-SHIRTS	\$110.78	20513382-54100	SUPPLIES	\$110.78
					Vendor Total:	\$359.41
CHEYENNE MFG INC	32415	TOUGH GUY FIBERGLASS LIFE RING	\$1,812.00	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$2.01)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$8.04)
				84027225-56504	FACILITY MAINTENANCE & REPAIR	\$126.63
				84027225-56504	FACILITY MAINTENANCE & REPAIR	\$1,812.00
				90000000-23013	STATE USE TAX LIABILITY	(\$116.58)
					Vendor Total:	\$1,812.00
CHRISTINE MULLIS	3143	SEWER LATERAL REIMBURSEMENT	\$2,000.00	84427222-52100	CONTRACTED SERVICES	\$2,000.00
					Vendor Total:	\$2,000.00
CHROMAGRAPHS	68604	BUSINESS CARDS- J BENSON	\$68.18	10024210-54100	SUPPLIES	\$68.18
	68739	BUSINESS CARDS- D BROWN	\$53.46	82027114-54100	SUPPLIES	\$26.73
				84027221-54100	SUPPLIES	\$26.73
					Vendor Total:	\$121.64
COLE GOWAN	TR 4/17/19	TRAVEL REIMBURSEMENT	\$59.63	84027225-57100	LEARNING AND DEVELOPMENT	\$59.63
					Vendor Total:	\$59.63
COMCAST	5488 JUN 19	INTERNET SERVICES	\$88.24	10021210-55100	TELEPHONE	\$44.12
				91521400-55100	TELEPHONE	\$44.12
	0472 JUN 19	INTERNET SERVICES	\$162.29	73022600-55100	TELEPHONE	\$162.29
					Vendor Total:	\$250.53
CONVERGENT COMPUTING	BILL54579	BOX MIGRATION	\$112.50	20913900-52100	CONTRACTED SERVICES	\$112.50
					Vendor Total:	\$112.50
DAVID BURTON	TA 6/13-22/19	TRAVEL ADVANCE	\$661.70	69122700-57100	LEARNING AND DEVELOPMENT	\$661.70
					Vendor Total:	\$661.70
DEANN BVERGLER-HOWE	54605	EMBROIDERED HATS	\$506.27	80026120-54100	SUPPLIES	\$506.27
					Vendor Total:	\$506.27
DELL MARKETING LP	10317005690	LATITUDE 7490	\$3,821.74	10024210-54330	COMPUTER AND TECHNOLOGY	\$1,273.91

List of Checks Presented for Approval on 5/31/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DELL MARKETING LP	10317005690	LATITUDE 7490	\$3,821.74	82027110-54330	COMPUTER AND TECHNOLOGY	\$1,273.90
				84027220-54330	COMPUTER AND TECHNOLOGY	\$1,273.93
				Vendor Total:		\$3,821.74
DON TUBBS	TR 5/8/19	TRAVEL REIMBURSEMENT	\$33.46	84027225-57100	LEARNING AND DEVELOPMENT	\$33.46
					Vendor Total:	
EFAX CORPORATE	1237351	EFAX SERVICES	\$147.80	10012200-52100	CONTRACTED SERVICES	\$147.80
					Vendor Total:	
ENNIS-FLINT INC	234065	TRAFFIC PAINT	\$425.59	10012200-52100	CONTRACTED SERVICES	\$425.59
	234064	TRAFFIC PAINTS	\$627.44	10012200-52100	CONTRACTED SERVICES	\$627.44
	Vendor Total:		\$1,053.03			
FASTENAL	CAUKA35350	MISC. SUPPLIES AS NEEDED	\$1.44	10021210-56130	EXTERNAL SERVICES	\$1.44
	CAUKA35373	MISC. SUPPLIES AS NEEDED	\$29.29	10024620-56130	EXTERNAL SERVICES	\$29.29
	CAUKA35195	MISC. SUPPLIES AS NEEDED	\$68.84	84027225-56130	EXTERNAL SERVICES	\$68.84
	Vendor Total:		\$99.57			
FISHER WIRELESS SVCS INC	230761	COMMUNICATION EQUIP & MISC. REP	\$120.00	10020210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$120.00
					Vendor Total:	
GARTON TRACTOR INC	CU43576	OIL	\$50.53	84027225-56130	EXTERNAL SERVICES	\$50.53
					Vendor Total:	
GRAINGER INC	9164878499	BABY WIPES	\$24.25	10021210-54100	SUPPLIES	\$12.12
				91521400-54100	SUPPLIES	\$12.13
	9162104849	RODENT REPELLENT, TOILET PAPER, TRASH BAGS	\$243.23	10021210-54100	SUPPLIES	\$121.61
				91521400-54100	SUPPLIES	\$121.62
	Vendor Total:		\$267.48			
GRANITE CONSTRUCTION COMPANY	1580371	MISC. ROCK & ROAD PATCH MATERIAL	\$746.27	10024224-54100	SUPPLIES	\$746.27
	1575653	MISC. ROCK & ROAD PATCH MATERIAL	\$838.60	80026110-54100	SUPPLIES	\$838.60
	1579376	MISC. ROCK & ROAD PATCH MATERIAL	\$382.64	82027114-54100	SUPPLIES	\$382.64
	1580733	MISC. ROCK & ROAD PATCH MATERIAL	\$68.10	84027221-54100	SUPPLIES	\$68.10
	Vendor Total:		\$2,035.61			

List of Checks Presented for Approval on 5/31/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
HERC RENTALS INC	30785433-001	RENTAL OR PURCHASE OF MISC. EQUIPMENT	\$215.20	82027114-54100	SUPPLIES	\$215.20
					Vendor Total:	\$215.20
INSTRUMENT TECHNOLOGY CORPORATION	16385	ELECTRICAL EQUIPMENT AND SUPPLIES	\$674.99	82027114-54100	SUPPLIES	\$674.99
	16386	ELECTRICAL EQUIPMENT AND SUPPLIES	\$654.99	84027221-54100	SUPPLIES	\$654.99
					Vendor Total:	\$1,329.98
INTEGRITY SHRED	94458	SHREDDING SERVICES	\$57.00	20513300-59400	OTHER EXPENSES	\$57.00
	94342	SHREDDING SERVICES	\$57.00	10020210-54100	SUPPLIES	\$57.00
					Vendor Total:	\$114.00
INTERSTATE BATTERIES	380037654	BATTERIES	\$128.67	10024620-56130	EXTERNAL SERVICES	\$128.67
	380037428	BATTERIES	\$252.32	10024620-56130	EXTERNAL SERVICES	\$252.32
	380037765	BATTERIES	\$107.65	77725200-56130	EXTERNAL SERVICES	\$107.65
					Vendor Total:	\$488.64
KURTIS CLARK JOHNSON	290	CONSULTING SERVICE	\$150.00	10024620-52100	CONTRACTED SERVICES	\$150.00
					Vendor Total:	\$150.00
LORELEI SCOTT	6738	VEHICLE DECALS	\$581.15	82027114-56130	EXTERNAL SERVICES	\$290.57
				84027221-56130	EXTERNAL SERVICES	\$290.58
					Vendor Total:	\$581.15
MENDOCINO COUNTY INFORMATION SERVICES DIVISION	20194-4	SLA/MAINTENANCE AGREEMENT FY 1	\$525.00	20620231-52100	CONTRACTED SERVICES	\$525.00
					Vendor Total:	\$525.00
MIREYA G TURNER	052019	MILEAGE REIMBURSEMENT-HOUSING VERIFICATION	\$17.98	10023100-56130	EXTERNAL SERVICES	\$17.98
					Vendor Total:	\$17.98
MOTION INDUSTRIES INC	CA23-515324	BEARING, FITTING & MISC. ITEMS	\$792.21	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$3.71)
				84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$7.42
				84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$792.21
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.71)
					Vendor Total:	\$792.21

List of Checks Presented for Approval on 5/31/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MUNICIPAL MAINTENANCE EQUIPMENT	0137482-IN	NOZZLE	\$147.31	10024620-56130	EXTERNAL SERVICES	\$73.66
				84027225-56130	EXTERNAL SERVICES	\$73.65
				Vendor Total:		\$147.31
NANCY SKELLY	DV043019	INSTRUCTOR	\$288.00	10022850-52100	CONTRACTED SERVICES	\$288.00
				Vendor Total:		\$288.00
NFP NATIONAL ACCOUNT SERVICES INC	19-05 NFP	MAY 19 NFP INSURANCE	\$2,690.61	20700000-20523	P/R DEDUCT-LTD	\$2,408.11
				20700000-20512	REMIF LIFE	(\$42.63)
				20700000-20512	REMIF LIFE	\$36.13
				20700000-20512	REMIF LIFE	\$289.00
				Vendor Total:		\$2,690.61
NOBLE WAIDELICH	TA 6/9-12/19	TRAVEL ADVANCE	\$477.05	10020210-57100	LEARNING AND DEVELOPMENT	\$477.05
				Vendor Total:		\$477.05
NOR-CAL RECYCLED ROCK & AGGREGATES INC	17156	MISC. ROCK & ROAD PATCH MATERI	\$899.39	10024620-54124	PW - CONCRETE/SUPPLIES	\$899.39
				Vendor Total:		\$899.39
OLDCASTLE PRECAST INC	030270244	ELECTRICAL EQUIPMENT AND SUPPLIES	\$8,831.75	80126100-80230	INFRASTRUCTURE	\$8,831.75
				Vendor Total:		\$8,831.75
ONE TIME PAY VENDOR	67060-4.2	ENERGY REBATE-DIANA REDWING	\$30.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$30.00
	23214-0	ENERGY REBATE-HARVEY BAUMOEL	\$100.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$100.00
	73025-9	ENERGY REBATE-LYNN SULLIVAN	\$100.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$100.00
	DV052319	RECREATION REFUND - ORTENCIA RAMIREZ	\$100.00	10022100-46360	PARKS RENTAL	\$100.00
				Vendor Total:		\$330.00
OPERATING ENGINEER PUBLIC& MISC EMPLOYEES	86138 MAY 19	MAY 19 HEALTH INSURANCE	\$1,540.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$1,540.00
				Vendor Total:		\$1,540.00
PACE SUPPLY CORPORATION	025307666	PVC PIPE	\$13.15	82027111-56300	BUILDING MAINT. & REPAIR	\$13.15
	025292739	SPEARS PVC UNION	\$23.55	82027111-56300	BUILDING MAINT. & REPAIR	\$23.55

List of Checks Presented for Approval on 5/31/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PACE SUPPLY CORPORATION	DM161104	RUBBER GLOVES	\$61.34	84027221-54100	SUPPLIES	\$61.34
					Vendor Total:	\$98.04
PACIFIC REDWOOD MEDICAL GROUP INC	1839	EMPLOYMENT PHYSICALS & DOT	\$403.20	80026400-52100	CONTRACTED SERVICES	\$134.40
				10022100-54100	SUPPLIES	\$134.40
				20324100-54100	SUPPLIES	\$134.40
					Vendor Total:	\$403.20
PETERSON TRUCKS INC	210672P	FLEETRITE SHOP TOWEL, OIL FILTER, WIPER BLADES	\$29.99	80026110-56130	EXTERNAL SERVICES	\$8.23
				20324100-54100	SUPPLIES	\$21.76
					Vendor Total:	\$29.99
PG&E CO	3822-9 MAY 19	PACIFIC GAS & ELECTRIC	\$8,333.05	10022100-55210	UTILITIES	\$27.09
				10022300-55210	UTILITIES	\$19.94
				20822500-55210	UTILITIES	\$1,149.61
				69122700-55210	UTILITIES	\$72.17
				70024500-55210	UTILITIES	\$484.62
				73022600-55210	UTILITIES	\$7.85
				73022600-55210	UTILITIES	\$45.45
				77725200-55210	UTILITIES	\$29.57
				82027111-55210	UTILITIES	\$1,841.42
				84027221-55210	UTILITIES	\$82.37
				84027225-55210	UTILITIES	\$4,572.96
	8716-1	PACIFIC GAS & ELECTRIC	\$4,693.42	82027111-55210	UTILITIES	\$4,693.42
					Vendor Total:	\$13,026.47
POWER ENGINEERS INC	302890	TASK ORDER #1: COSTCO SOLAR SYSTEM IMPACT	\$13,047.27	80026400-52100	CONTRACTED SERVICES	\$13,047.27
					Vendor Total:	\$13,047.27
PRESS DEMOCRAT	2837122	EMPLOYMENT ADS	\$300.00	10016100-54162	ADVERTISING	\$300.00
	2837123	EMPLOYMENT ADS	\$300.00	10016100-54162	ADVERTISING	\$300.00
	2837121	EMPLOYMENT ADS	\$390.00	10016100-54162	ADVERTISING	\$390.00
					Vendor Total:	\$990.00

List of Checks Presented for Approval on 5/31/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD BUSINESS PARK OF UKIAH	66047-2	ENERGY REBATE	\$518.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$518.00
	71735-5	ENERGY REBATE	\$1,208.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$1,208.00
	64254-6	ENERGY REBATE	\$1,986.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$1,986.00
					Vendor Total:	\$3,712.00
REDWOOD COAST FUELS	2043725	CARDLOCK FUEL PURCHASES	\$943.35	20324100-58410	GARAGE LUBRICANTS & PARTS	\$943.35
					Vendor Total:	\$943.35
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	19-6 HEALTHCOMP	JUNE 19 REMIF MEDICAL DENTAL & VISION	\$227,525.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$473.20
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,305.00
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$14,141.00
				20700000-20520	P/R DEDUCT.- MEDICAL INS	\$193,061.00
				20700000-20510	REMIF DENTAL	\$14,469.00
				20700000-20511	REMIF VISION	\$3,075.80
					Vendor Total:	\$227,525.00
REGENTS OF THE UNIVERSITY OF CALIFORNIA	V0004031	REGISTRATION- A STRICKLIN	\$395.00	10024210-57100	LEARNING AND DEVELOPMENT	\$395.00
					Vendor Total:	\$395.00
ROBERT JAMES COCHRAN	000154	PHOTOGRAPHY SERVICES	\$650.00	75012700-52515	ADVERTISING & PUBLICATION	\$650.00
					Vendor Total:	\$650.00
ROUND TABLE PIZZA	209500	OAK MANOR OUTAGE LUNCH	\$146.85	80026120-54100	SUPPLIES	\$146.85
					Vendor Total:	\$146.85
SAVINGS BANK OF MENDOCINO COUNTY	MAY 19	LOVERS LANE LOAN PAYMENT	\$1,945.41	91500000-70103	LOAN INTEREST	\$333.98
				91800000-70103	LOAN INTEREST	\$779.27
				91500000-70201	LOAN PRINCIPAL PAYMENTS	\$249.65
				91500000-70201	LOAN PRINCIPAL PAYMENTS	\$582.51
					Vendor Total:	\$1,945.41
SEBASTOPOL BEARING & HYDRAULIC CO INC	IS10700	MOTOR	\$339.42	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$339.42
					Vendor Total:	\$339.42

List of Checks Presented for Approval on 5/31/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SNAP-ON INDUSTRIAL	ARV/39859447	GARAGE TOOLS	\$16.84	82027114-54102	SMALL TOOLS	\$16.84
	ARV/39925936	GARAGE TOOLS	\$38.43	84027225-54102	SMALL TOOLS	\$38.43
	ARV/39897364	GARAGE TOOLS	\$293.23	84027225-54102	SMALL TOOLS	\$293.23
					Vendor Total:	\$348.50
SOLID WASTES SYSTEMS INC	APR 19	RESIDENTIAL GARBAGE	\$34,598.37	90200000-52170	UKIAH WASTE SOLUTIONS	\$34,598.37
					Vendor Total:	\$34,598.37
SUBURBAN PROPANE	1426-139883	PROPANE	\$147.27	10021210-55210	UTILITIES	\$73.63
				91521400-55210	UTILITIES	\$73.64
					Vendor Total:	\$147.27
SYAR INDUSTRIES INC	732437	ASPHALT AS NEEDED	\$1,895.85	82027114-54100	SUPPLIES	\$1,895.85
					Vendor Total:	\$1,895.85
TASC	INV1520953	FSA ADMIN FEES	\$264.07	10016100-52151	EMPLOYEE BENEFIT ADMIN FEES	\$106.00
				10016100-52151	EMPLOYEE BENEFIT ADMIN FEES	\$158.07
					Vendor Total:	\$264.07
THE COFFEE CRITIC INC	R20989	MISC. COFFEE SUPPLIES AS NEEDED	\$90.00	10012200-54100	SUPPLIES	\$90.00
	R21133	MISC. COFFEE SUPPLIES AS NEEDED	\$90.00	10012200-54100	SUPPLIES	\$90.00
					Vendor Total:	\$180.00
THE FRIENDLY FARM FOUNDATION	DV052119	FAMILY FUN IN THE SUN - PETTING ZOO	\$350.00	90000000-23243	FAMILY FUN IN THE SUN	\$350.00
					Vendor Total:	\$350.00
THOMSON REUTERS BARCLAYS	840134992	VEHICLES - COMPLETE SUB	\$453.68	80026110-57100	LEARNING AND DEVELOPMENT	\$453.68
	840297602	VEHICLES - COMPLETE SUB	\$946.56	80026110-57100	LEARNING AND DEVELOPMENT	\$946.56
					Vendor Total:	\$1,400.24
TRANSENE COMPANY INC	169383	CONDUCTIVITY STANDARD, ELECTRODE STORAGE	\$236.27	84027225-54100	SUPPLIES	\$236.27
					Vendor Total:	\$236.27
TUFTS POLYGRAPH & INVESTIGATION	2019-477(A)	POLYGRAPH & INVESTIGATION SERVICE	\$800.00	10020210-52100	CONTRACTED SERVICES	\$800.00
					Vendor Total:	\$800.00
UKIAH AUTUMN LEAVES	119502-3	EXCESS GENERATION REIMBURSEMENT	\$1,923.68	90100000-10421	UTILITY RECEIVABLES CLEARING	\$1,923.68

List of Checks Presented for Approval on 5/31/2019

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH AUTUMN LEAVES	119502-3.1	ELECTRIC/PV CREDIT REIMBURSEMENT	\$5,980.42	90100000-10421	UTILITY RECEIVABLES CLEARING	\$5,980.42
					Vendor Total:	\$7,904.10
UKIAH TROPHIES & GIFTS	153835	VOLLEYBALL PLAQUES	\$119.22	10022824-54100	SUPPLIES	\$119.22
					Vendor Total:	\$119.22
US POST OFFICE	DV052819	REPLENISH POSTAGE PERMIT#243	\$3,500.00	20513300-54101	POSTAGE	\$3,500.00
					Vendor Total:	\$3,500.00
VITISYSTEMS INC	598654	LABORATORY TESTING	\$451.25	84027225-52100	CONTRACTED SERVICES	\$451.25
					Vendor Total:	\$451.25
VIVAX-METROTECH	SOI0008059	REPAIR LOCATERS	\$100.11	80026120-54100	SUPPLIES	\$100.11
					Vendor Total:	\$100.11
WALMART COMMUNITY	005068	POOL SUPPLIES	\$181.78	10022300-54100	SUPPLIES	\$181.78
	002125	DAY CAMP SUPPLIES	\$112.66	10022840-54100	SUPPLIES	\$112.66
	002096	DAY CAMP SUPPLIES	\$238.51	10022840-54100	SUPPLIES	\$238.51
	004101	HYDRO SUPPLIES	\$84.41	80026220-54100	SUPPLIES	\$84.41
					Vendor Total:	\$617.36
WILLOW COUNTY WATER DIST	40351 MAY 19	WATER SERVICE	\$20.00	31122000-55210	UTILITIES	\$20.00
	40353 MAY 19	WATER SERVICE	\$29.67	31122000-55210	UTILITIES	\$29.67
	81154 MAY 19	WATER SERVICE	\$24.24	84027225-55210	UTILITIES	\$24.24
					Vendor Total:	\$73.91
					INVOICE TOTAL:	\$355,693.31



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Approving Records Destruction.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Resolution with Exhibit A](#)

Summary: The Public Works department, along with the City Attorney's Office and City Clerk, have reviewed records that have been identified as being ready for destruction. Council is being asked to approve their destruction.

Background: The Public Works department, along with the City Attorney, and City Clerk have reviewed the Records Destruction Notices for 17 boxes and have approved them for shredding. The removal of these boxes for destruction will create additional space for new record retention boxes currently awaiting storage locations.

Discussion: The estimated cost for shredding the 17 boxes is \$102. The City Clerk's budget includes funds for the annual records destruction and no budget amendment necessary at this time.

Staff recommends that Council adopt the resolution (Attachment 1), authorizing the destruction of 17 boxes of outdated documents, listed in full and attached as Exhibit A to the resolution.

RECOMMENDED ACTION: Adopt resolution authorizing the destruction of 17 boxes of outdated documents.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$20,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 10012500.52100; City Clerk Contracted Services

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____

Sage Sangiacomo
Sage Sangiacomo, City Manager

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS

WHEREAS, the Public Works department, along with the City Attorney's office and City Clerk have reviewed and approved the list of records that are attached as Exhibit A, and determined that said records are no longer necessary and may at this time be destroyed.

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council hereby approves the destruction of certain records, contained in Exhibit A of this Resolution, and authorizes the City Clerk to destroy the records.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

LOCATION	BOX #	Date Rec'd	Con / Pub	Record Title	RECORD DATES	RETAIN UNTIL	USER/SENDER	DEPARTMENT
965	00060	3/21/2019	Pub	Capitla Improvement Projects	1/1/1961-12/31/1977	1987	Lory Limbird	Public Works
966	00061	3/21/2019	Pub	Capitla Improvement Projects	1/1/1979-12/31/1983	1993	Lory Limbird	Public Works
983	00063	3/21/2019	Pub	Capital Improvement Projects	1/1/87 - 12/31/90	2000	Lory Limbird	Public Works
997	00062	3/21/2019	Pub	Capital Improvement Projects	1/1/83 - 12/31/87	1997	Lory Limbird	Public Works
1141	00082	4/5/2019	Pub	Capital Improvement Projects	1/1/99-12/31/99	2009	Lory Limbird	Public Works
1142	00083	3/21/2019	Pub	Capital Improvement Projects	1/1/91-12/31/92	2002	Lory Limbird	Public Works
1144	00085	4/5/2019	Pub	Capital Improvement Projects	1/1/98-12/31/99	2009	Lory Limbird	Public Works
1148	00089	4/5/2019	Pub	Capital Improvement Projects	1/1/99-12/31/99	2009	Lory Limbird	Public Works
1149	00090	4/4/2019	Pub	Capital Improvement Projects	1/1/96-12/31/97	2007	Lory Limbird	Public Works
1150	00091	4/4/2019	Pub	Capital Improvement Projects	1/1/96-12/31/96	2006	Lory Limbird	Public Works
1152	00093	4/4/2019	Pub	Capital Improvement Projects	1/1/93-12/31/94	2004	Lory Limbird	Public Works
1153	00094	4/4/2019	Pub	Capital Improvement Projects	1/1/92-12/31/93	2003	Lory Limbird	Public Works
1168	00100	10/29/2013	Pub	Traffic Engineering/Abatement; Streets/Alleys - Studies	1/1/58-12/31/89	2016	Rick Seanor	Public Works
1181	00109	4/5/2019	pub	Capital Improvement Projects	1/1/94-12/31/97	2007	Lory Limbird	Public Works
1182	110	4/5/2019	Pub	Capital Improvement Projects	1/1/97-12/31/98	2008	Lory Limbird	Public Works
1143	00084	3/21/2019	Pub	Capital Improvement Projects	1/1/90-12/31/91	2001	Lory Limbird	Public Works
1151	00092	4/4/2019	Pub	Capital Improvement Projects	1/1/94-12/31/96	2006	Lory Limbird	Public Works

RECORDS TRANSFER NOTICE

Date 3/21/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 965	Box 00060
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Official Record Title (from Records Retention Schedule) Capital Improvement Projects	Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1961 to 1977
Date/Year to consider destruction 1987	Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10

Detailed Listing of Tote Box Contents (Please type only):

1961- Specs for construction of concrete curbs, gutters, sidewalks and driveways on Gobbi St between Oak St and Dora St.
1961 – Notice to Bidders for construction of garage and shop building at the Municipal Park
1962 – Special Provisions, Proposal and contract for the construction of 4.4 mg Highland "750" reservoir
1962 – Specs for construction of asphalt concrete pavement on Main St between Gibson Creek & Norton St & on Norton St between State & Mason Street
1964 – Specs for construction of concrete curbs, gutters, sidewalks, driveways, curb returns and catch basins on Oak St between Clay & Henry Streets
1966 – Specs for construction of horizontal radial water collector system at Brush St well field
1966 – Specs for construction of street improvements on Perkins St between Orchard Ave & NWPRR right of way
1967 – Specs for construction of street improvements on Perkins St between NWPRR right of way and Main St
1968 – Specs for installation and removal of airport lighting facilities at Ukiah Municipal Airport FAA P 9-04-047-6005
1967 – Specs for asphalt concrete overlays on city streets
1968 – Specs for asphalt concrete surfacing on city streets
1969 – Specs for asphalt concrete overlays on city streets
1969-2S – Specs for construction of concrete curbs, gutters, sidewalks, driveways, curb returns and valley gutters on Elm St extension between Arlington Drive and Magnolia Street
1970-1 – Specs for construction of addition to the existing Ukiah Fire Department building
1970-1P – Specs for furnishing & installing metal comfort bldg. at Vinewood Park
1970-2P – Specs for construction of concrete block comfort building at Vinewood Park
1970-2S – Specs for asphalt concrete surfacing on city streets
1970-3S – Specs for asphalt concrete surfacing on city streets
1970-4S – Specs for construction of concrete curbs, gutters, sidewalks, driveways, curb returns and valley gutters on Clay St between State St & Oak St
1970-1S – Specs for asphalt concrete surfacing on city streets
1971-1S – Specs for asphalt concrete surfacing on city streets
19721S – Specs for asphalt concrete surfacing
1972-2S – Specs for asphalt concrete surfacing on city streets
1972-3S – Specs for asphalt concrete surfacing on city streets
1973-P – Specs for Oak Manor Park improvements at Oak Manor Dr and East Gobbi St
1973-RD – Specs for Chain Link Fencing at Anton Stadium
1973-1S – Specs for construction of Gobbi St widening between Leslie St & State St
1974-W – Specs for construction of Talmage Road Water main extension
1975-1T – Specs for construction of traffic signals & lighting Empire Dr, Ford Rd & N. State St

1976-GC – Specs for construction of addition of golf cart storage building at Ukiah Municipal Golf Course
1977-2T – Specs for construction of traffic signals & lighting on E. Perkins St & Orchard Ave
1977-1B – Specs for construction of Ford Street Bridge
1977-1D – Specs for construction of Gibson Creek Channel improvements
1977-G1 – Specs for asphalt concrete paving on Golf cart path at Ukiah Municipal Golf Course
1978-A – Specs for replacement of floor coverings in FAA Flight Service Station at the Ukiah Municipal Airport
1978-2S – Specs for construction of street improvements on Gobbi Street

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number)
3. Email klawler@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 3/21/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 966	Box 50061
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Official Record Title (from Records Retention Schedule) Capital Improvement Projects	Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1979 to 1983
Date/Year to consider destruction 1993	Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10

Detailed Listing of Tote Box Contents (Please type only):

Spec 79-6 – Construction of Nokomis School recreation facilities
Spec 79-07 – furnishing and installing T-hangar electrical systems at Ukiah Municipal Airport
Spec 79-32 – construction of street improvements on Scott St
Spec 79-33 – construction of concrete improvements on Low Gap Road
Spec 80-WA – weed abatement
Spec 80-01 – removal of city owned dwelling on Lewis Lane and Norgard Lane
Spec 80-1 UG – School Street underground installation of conduit and vaults
Spec 80-7 – construction of Ukiah High School Community Park facilities
Spec 80-14 - construction of water main and casings on Brush street and Talmage Road
Spec 80-15 – asphalt concrete surfacing on city streets
Spec 80-18 – removal of city owned dwellings on Bethel Lane, Norgard Lane and Pomo Lane
Spec 80-24 – asphalt concrete surfacing on city streets
Spec 80-25 – construction of parking lot improvements at Oak and Stephenson Streets
Spec 80-50 – construction of drainage facilities on Bush Street between Cypress Ave and Orr Creek
Spec 80-76 – furnishing aluminum bleachers at Ukiah High School Community Park
Spec 81-1 – removal of city owned buildings on Marshall St and Norgard Lane
Spec 81-5 – removal of city owned storage building at Frank Zeek School on N. Bush Street
Spec 81-7 – asphalt concrete surfacing on city streets
Spec 81-10 construction of parking lot improvements at Stephenson and Oak Streets
Spec 81-12 construction of hangar pads at Ukiah Municipal Airport
Spec 81-22 – construction of street improvements on Low Gap Road between Despina Dr and Bush St
Spec 81-31 – construction of Ukiah High School community park facilities town recreation area
Spec 82-18 – construction of drainage facilities School St between Clay St and Perkins St
Spec 82-19 – construction of bus garage at Greater Ukiah Senior Center
Spec 82-20A – construction of water/sewer improvements on Main St between Mill St and Gobbi St & School St between Clay St & Church St
Spec 82-26 - construction of drainage facilities on School St between Standley St and Gibson Creek
Spec 82-31 - metal equipment shelter addition at City of Ukiah Corp Yard
Spec 83-3 - asphalt concrete surfacing on city streets
Spec 83-4 – reconstruction of concrete improvements on School, Clay, Standley Streets
Spec 83-9 – reconstruction of concrete improvements on School St and vicinity

RECORDS TRANSFER NOTICE

Date 3/21/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 983	Box 00063
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Official Record Title (from Records Retention Schedule) Capital Improvement Projects	Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1987 to 1990
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Date/Year to consider destruction 2000	Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10
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Detailed Listing of Tote Box Contents (Please type only):

Spec 87-22 – removal of underground fuel storage tanks
 Spec 87-25A - construction of storm drainage facilities between Main St and Marshall St
 Spec 88-04 - hangars and site improvements at Ukiah Municipal Airport
 Spec 88-07 – construction of water main improvements on Alice Ave, Barnes St, Pine St, Stephenson St, Spring St
 Spec 88-30 – asphalt concrete surfacing on city streets
 Spec 88-32 – Gobbi Street sewer improvements
 Spec 89-18 – construction of drainage facilities on Orchard Ave
 Spec 90-02 – automating irrigation system – Todd Grove Park
 Spec 90-4 – design and construction of underground facilities for aircraft service station at the Ukiah Municipal Airport
 Spec 90-9 – removal and reconstruction of wood deck on Orr Creek Bridge
 Spec 90-1 - construction of water main improvements on Betty St, S. State ST, Hazel Ave, Maple Ave, Civic Center, Airport Rd, Talmage Rd
 Spec 90-14 - asphalt concrete surfacing on city streets
 Spec 90-22 & 90-30 – Subdivision Marlene Estates and Brookside Estates

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number)
3. Email klawler@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 3/21/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 997	Box 00062
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Official Record Title (from Records Retention Schedule) Capital Improvement Projects	Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1983 to 1987
Date/Year to consider destruction 1997	Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10

Detailed Listing of Tote Box Contents (Please type only):

Spec 83-10 – Ukiah Municipal Airport runway and taxiway rehabilitation project
 Spec 83-17 – removal of city owned buildings at Pomo Lane and Norgard Lane
 Spec 83-18 – construction of street improvements on Main St between Gobbi St and Mill St
 Spec 83-020 – Santa Rosa project - applying slurry seal on various city streets
 Spec 84-3-SS ED – construction of site preparation, installation of conduits, removal of existing 12 KV substation foundations
 Spec 84-5 – construction of Sun House restoration project
 Spec 84-7 – asphalt concrete surfacing on city streets
 Spec 84-8 – construction of drainage facilities on Cleveland Lane and Main St
 Spec 84-16 - design and construction of fueling facilities at city of Ukiah Corp Yard
 Spec 84-21 – construction of drainage facilities at the city of Ukiah solid waste disposal site
 Spec 85-11 - construction of street improvements on N Bush St extension
 Spec 85-12 – construction of fence at WWTP
 Spec 85-13 – asphalt concrete surfacing on city streets
 Spec 85-22 – slurry seal on city streets and facilities
 Spec 85-23 – demolition of selected portions of Old Yokayo School building, corner of W. Clay & S. Oak Streets
 Spec 86-01 – drainage facilities on Standley Ave and City corporation yard
 Spec 86-10 – Ukiah Civic Center
 Spec 86-17 – removal of city owned buildings at Norgard Lane
 Spec 86-24 – replacement of floor covering FFAA flight service station
 Spec 87-1-CC – furnishing and installation of sound reinforcement systems at Ukiah Civic Center
 Spec 87-04 – construction of traffic signal modifications and street improvements on State Street at Perkins Street and Standley Street
 Spec 87-07 – furnishing & installing hangar door at Ukiah Municipal Airport
 Spec 87-09 – reconstruction of concrete sidewalks, curb and gutter on various city streets
 Spec 87-10 asphalt concrete surfacing on city streets
 Spec 87-14A – sale and removal of city owned classroom buildings at Ukiah Civic Center

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number)
3. Email klawler@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 4/5/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 1141	Box 00082
Official Record Title (from Records Retention Schedule) Capital Improvement Projects		Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1999 to 1999	
Date/Year to consider destruction 2009		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10	
Detailed Listing of Tote Box Contents (<u>Please type only</u>): Spec 99-03 – ADA ramps phase III Spec 99-04 – local road rehab Spec 99-05 – urban collector rehabilitation project Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number) 3. Email klawler@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date 3/21/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 1142	Box 00083
Official Record Title (from Records Retention Schedule) Capital Improvement Projects		Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1991 to 1992	
Date/Year to consider destruction 2002		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10	
Detailed Listing of Tote Box Contents (<u>Please type only</u>): Spec 91-24 – City Corp Yard Maintenance Building – Busch Construction Spec 91-24 – Corp yard garage – Busch Construction Spec 91-30 Sidewalk reconstruction II Spec 92 – construction of training tower Spec 92-5 – Asphalt concrete surfacing on city streets Spec 92-06 - Slurry seal on city streets Spec 92-07 – Design and construction of a canopy at Ukiah Civic Center Spec 92-07A - Addition to and remodeling of Ukiah Community Building Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number) 3. Email klawler@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date 4/5/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 1144	Box 00085
Official Record Title (from Records Retention Schedule) Capital Improvement Projects		Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1998 to 1999	
Date/Year to consider destruction 2009		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10	
Detailed Listing of Tote Box Contents (<u>Please type only</u>): Spec 98-10 – Street Striping Spec 98-11 – E. Perkins St reconstruction Spec 98-12 – Orchard Ave reconstruction Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number) 3. Email klawler@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date 4/5/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 1148	Box 00089
Official Record Title (from Records Retention Schedule) Capital Improvement Projects		Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1999 to 1999	
Date/Year to consider destruction 2009		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10	
Detailed Listing of Tote Box Contents (<u>Please type only</u>): Spec 99-07 – Cleveland Lane drainage Spec 99-10 – street striping Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number) 3. Email klawler@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date 4/4/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 1149	Box 00090
Official Record Title (from Records Retention Schedule) Capital Improvement Projects		Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1996 to 1997	
Date/Year to consider destruction 2007		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10	
Detailed Listing of Tote Box Contents (<u>Please type only</u>): Spec 96-05 – Traffic Signal construction/Low Gap/Brush/State Spec 96-12 – street striping Spec 96-14 – Leachate piping improvements at Ukiah Landfill Spec 96-15 – Airport road reconstruction Spec 96-17 – Leachate booster station Spec 97-06 – Environmental Resolutions transmittal Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number) 3. Email klawler@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date 4/4/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 1150	Box 00091
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Official Record Title (from Records Retention Schedule) Capital Improvement Projects	Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1996 to 1996
Date/Year to consider destruction 2006	Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10

Detailed Listing of Tote Box Contents (Please type only):

Spec 96-01 – Airport Park Blvd extension
Spec 96-04 – Gobbi St storm drain

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number)
3. Email klawler@cityofukiah.com notification box is ready for pickup

RECORDS TRANSFER NOTICE

Date 4/4/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 1152	Box 00093
Official Record Title (from Records Retention Schedule) Capital Improvement Projects		Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1993 to 1994	
Date/Year to consider destruction 2004		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10	
Detailed Listing of Tote Box Contents (<u>Please type only</u>): Spec 93-13 – AC surfacing on city streets Spec 93-14 – slurry seal on city streets Spec 93-18 – resurfacing swimming pool Spec 93-14 – slurry seal on city streets Spec 94-01 – Ukiah Municipal Airport improvements Spec 94-02 – construction of curb, gutter, sidewalk & embankment on Helen Ave at Nokomis School Spec 94-08 – Orchard Ave extension Spec 94-10 – furnishing & installing fuel storage tank at Ukiah Municipal Airport Spec 94-16 – Washington Ave Street improvements Spec 94-22 – Low Gap traffic signal at State St Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number) 3. Email klawler@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date 4/4/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 1153	Box 08094
Official Record Title (from Records Retention Schedule) Capital Improvement Projects		Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1992 to 1993	
Date/Year to consider destruction 2003		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10	
Detailed Listing of Tote Box Contents (<u>Please type only</u>): Spec 92-07A – Ukiah Community Building – W.A. Fairfield Construction Spec 92-07A – Ukiah Community Building – product info Spec 92-08 – Construction of water main improvements on S. Orchard Ave, N. State ST and Hazel Ave Spec 93-01 – Traffic signal – Talmage Rd & Airport Park Blvd Spec 93-02 – Remodel of downtown regional conference center Spec 93-04 – construction specifications for Ukiah Municipal Airport improvements Spec 93-09 – Asphalt concrete overlay of path system at Ukiah Municipal Golf Course Spec 93-12 – Sidewalk reconstruction various locations Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number) 3. Email klawler@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date Oct. 29, 2013	Department Public Works	User/Sender (first and last) Rick Seanor	Location 1168	Box 00100
Official Record Title (from Records Retention Schedule) Traffic Engineering/ Abatement <i>Maintenance</i> Streets/Alleys - Studies <i>Operations - Streets/Alleys</i>		Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1958 TO 1989	
Date/Year to consider destruction 2016		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CU+2	
Detailed Listing of Tote Box Contents (<u>Please Do Not Write on Box</u>): SPEC ORIGINAL MASTERS MISC. SPECS 1989 WEED ABATEMENT 1988 WEED ABATEMENT 1987 WEED ABATEMENT 1986 BLOCK 18 SURVEY MISC. TRAFFIC ENGINEERING COMM. JANUARY 1986 – JUNE 1986 MISC. TRAFFIC STUDY – CIRCULATION TRAFFIC ENGINEERING COMMITTEE JANUARY 1989 – DECMBER 1989 TRAFFIC ENGINEERING COMMITTEE JULY 1988 – DECEMBER 1988 MISC. TRAFFIC ENGINEERING COMMITTEE JANUARY 1988 – JUNE 1988 MISC. TRAFFIC ENGINEERING COMMITTEE JULY 1987 – DECEMBER 1987 MISC. TRAFFIC ENGINEERING COMMITTEE JANUARY 1987 – JUNE 1987 Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box number) 3. Email klawler@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date 4/5/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 1181	Box 008109
Official Record Title (from Records Retention Schedule) Capital Improvement Projects		Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1994 to 1997	
Date/Year to consider destruction 2007		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10	
Detailed Listing of Tote Box Contents (<u>Please type only</u>): Spec 94-01 – airport taxiway lighting Spec97-05 – Traffic calming measures – Clara and Ford St Spec 97-06 – perimeter gas extraction system – landfill Spec 97-11 – street striping Spec 97-17 – ADA ramps near schools Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number) 3. Email klawler@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date 4/5/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 1182	Box 00110
Official Record Title (from Records Retention Schedule) Capital Improvement Projects		Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1997 to 1998	
Date/Year to consider destruction 2008		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10	
Detailed Listing of Tote Box Contents (<u>Please type only</u>): Spec 97-13, 97-17, 97-25 – Safeway Spec 98-01 – Airport runway slurry seal Spec 98-06 – Corp yard slurry seal Spec 98-08 – sidewalk replacement and drainage improvement project Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number) 3. Email klawler@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date 3/21/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 1143	Box 00084
Official Record Title (from Records Retention Schedule) Capital Improvement Projects		Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1990 to 1991	
Date/Year to consider destruction 2001		Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10	
Detailed Listing of Tote Box Contents (<u>Please type only</u>): Spec 90-22 - N. State Street fire station building repairs Spec 91-01 – Slurry seal on city streets Spec 91-02 – sidewalk reconstruction Spec 91-03 – S. State St improvements and signalization Spec 91-10 – Construction of storm drain on State St, Perkins St thru Seminary Ave Spec 91-19 – Resurfacing tennis courts at Ukiah High School community park Spec 91-23 – Resurfacing tennis courts at Nokomis School park Spec 91-24 – Design and construction of equipment maintenance building at Ukiah municipal Corporation yard Instructions: 1. Please complete form, typed, supplying all information 2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number) 3. Email klawler@cityofukiah.com notification box is ready for pickup				

RECORDS TRANSFER NOTICE

Date 4/4/19	Department (from Records Retention Schedule) Public Works	User/Sender (first and last) Rick Seanor/Lory Limbird	Location 1151	Box 00092
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Official Record Title (from Records Retention Schedule) Capital Improvement Projects	Records are? Public ☒ or Confidential ☐ Information	Record Dates FROM 1994 to 1996
Date/Year to consider destruction 2006	Permanent? Yes ☐ or No ☒	Retention Period (from Records Retention Schedule) CL+10

Detailed Listing of Tote Box Contents (Please type only):

Spec 94-25 – construction & installation of mechanical mobile assist storage shelving system at Grace Hudson Museum
 Spec 95-1 – parking facility expansion: Oak, Clay and School Streets
 Spec 95-04 – Sidewalk, curb, gutter & valley gutter reconstruction
 Spec 95-06 – Demolition of existing structures & removal of debris at 273 E. Clay St
 Spec 95-20 – ADA curb ramps (Phase I) near Main St Library & Low Gap Road County Buildings
 Spec 95-21 – Street striping
 Spec 95-22 and 95-23 – Friedman's lots B and C
 Spec 9601 – Airport Park Blvd extension

Instructions:

1. Please complete form, typed, supplying all information
2. Place 3 copies inside Tote Box on top of records (one copy will be returned to you indicating the Location and Box Number)
3. Email klawler@cityofukiah.com notification box is ready for pickup



AGENDA SUMMARY REPORT

SUBJECT: Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. in the Amount of \$17,160.85 for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill.

DEPARTMENT: Public Works

PREPARED BY: Rick Seanor

ATTACHMENTS:

[Attachment 1 - Alpha Analytical Invoices - April 2019](#)

Summary: Council will receive a report regarding the acquisition of services for quarterly water sampling and preparation of chemical examination reports for the Ukiah Landfill.

Background: In accordance with the Waste Discharge Requirements issued by the North Coast Regional Water Quality Control Board (NCRWQCB), the City is mandated to complete quarterly water sampling and analysis for the Ukiah Landfill.

Discussion: In compliance with Section 1522 of the City Code, this report is submitted to the City Council for the purpose of reporting the acquisition of professional consulting services costing more than \$10,000. The Public Works Department requested Alpha Analytical Laboratories, Inc. to conduct quarterly water sampling and to prepare chemical examination reports for the Ukiah Landfill. Alpha Analytical completed the quarterly

RECOMMENDED ACTION: Receive and file report of acquisition of professional services from Alpha Analytical Laboratories, Inc. in the amount of \$17,160.85 for quarterly water sampling and completion of chemical examination reports for the Ukiah Landfill. Report is submitted pursuant to City Code.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$17,160.85; Account Number 70024500.52100

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Landfill Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Purchase Order Number 46107

COORDINATED WITH: Tim Eriksen, Director of Public Works / City Engineer; Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

water sampling and produced the chemical examination reports for the amount of \$17,160.85. For reference, please refer to Attachment #1, a copy of the Alpha Analytical invoices. In conjunction with these chemical examination reports, EBA Engineering analyzes the data to prepare and submit the required detection monitoring report to the NCRWQCB.



INVOICE

ATTACHMENT #1

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Rick Seanor

Invoice #: 9051315-UKIAHLF
Date: 05/06/19

Project ID: Surface Water - Quarterly
Project No: [none]
PO/Reference:

Order #
19D2647

Receipt Date
04/22/19

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
2	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$50.00
2	Ammonia Unionized [10 day]	Water	\$30.00	\$60.00
2	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$36.00
2	COD by SM5220D [10 day]	Water	\$30.00	\$60.00
2	Dissolved Oxygen by SM4500-O G [10 day]	Water	\$35.00	\$70.00
1	GeoTracker EDT [10 day]	Water	\$28.00	\$28.00
2	Handling & Disposal [10 day]	Water	\$3.00	\$6.00
2	Total Nitrogen (NO2, NO3, TKN & Calc.) [10 day]	Water	\$45.00	\$90.00
2	pH Water by SM4500-H+ B [10 day]	Water	\$10.00	\$20.00
2	Total Settleable Solids by SM2540 [10 day]	Water	\$15.00	\$30.00
2	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$30.00
2	Total Suspended Solids by SM2540D [10 day]	Water	\$17.00	\$34.00
2	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$36.00
2	Turbidity by SM2130B [10 day]	Water	\$10.00	\$20.00

Invoice Total: \$570.00



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Rick Seanor

Invoice #: 9051365-UKIAHLF
Date: 05/06/19

Project ID: Leachate - Quarterly
Project No: Leachate - Quarterly
PO/Reference:

Order #
19D2723

Receipt Date
04/23/19

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
1	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$15.00
1	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$25.00
1	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$15.00
1	BOD by SM5210B [10 day]	Water	\$33.00	\$33.00
1	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Carbonate by SM2320B [10 day]	Water	\$15.00	\$15.00
1	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$18.00
1	COD by SM5220D [10 day]	Water	\$30.00	\$30.00
1	GeoTracker EDT [10 day]	Water	\$28.00	\$28.00
1	Handling & Disposal [10 day]	Water	\$3.00	\$3.00
1	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Nitrate as N by EPA 300.0 [10 day]	Water	\$18.00	\$18.00
1	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$15.00
1	Total Suspended Solids by SM2540D [10 day]	Water	\$19.00	\$19.00
1	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$18.00
1	TPH as Diesel/Motor Oil by EPA 8015 [10 day]	Water	\$60.00	\$60.00
1	TPH as Gas & VOAs by EPA 8260B [10 day]	Water	\$180.00	\$180.00

Invoice Total: \$582.00



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Rick Seanor

Invoice #: 9051563-UKIAHLF
Date: 05/07/19

Project ID: Monitoring Wells - Quarterly
Project No: [none]
PO/Reference:

Order #
19D2719

Receipt Date
04/23/19

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
1	Volatiles by EPA 8260 [10 day]	Water	\$140.00	\$140.00
1	Silver Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Aluminum Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$105.00
7	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$175.00
1	Arsenic Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
1	Barium Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Small Bailer [10 day]	Water	\$200.00	\$200.00
1	Beryllium Dissolved EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$105.00
7	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
7	Carbonate by SM2320B [10 day]	Water	\$15.00	\$105.00
1	Cadmium Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$126.00
1	Cobalt Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Conductivity by SM2510B [10 day]	Water	\$10.00	\$70.00
1	Chromium Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Hexavalent Chromium Dissolved by EPA 7196A [10 day]	Water	\$95.00	\$95.00
1	Copper Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Iron Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Field Technician [10 day]	Water	\$825.00	\$825.00
1	Filters [10 day]	Water	\$210.00	\$210.00
7	Fluoride by EPA 300.0 [10 day]	Water	\$18.00	\$126.00
1	GeoTracker EDT [10 day]	Water	\$305.00	\$305.00
7	Handling & Disposal [10 day]	Water	\$3.00	\$21.00
1	Mercury Dissolved Low Level by EPA 245.1 [10 day]	Water	\$55.00	\$55.00



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Rick Seanor

Invoice #: 9051563-UKIAHLF
Date: 05/07/19

Project ID: Monitoring Wells - Quarterly
Project No: [none]
PO/Reference:

Order #
19D2719

Receipt Date
04/23/19

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
7	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
7	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
1	Miles [10 day]	Water	\$4.95	\$4.95
7	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
1	Molybdenum Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
1	Nickel Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Total Nitrogen (NO2, NO3, TKN & Calc.) [10 day]	Water	\$45.00	\$315.00
1	Oil and Grease (HEM) [10 day]	Water	\$145.00	\$145.00
1	Lead Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	pH Water by SM4500-H+ B [10 day]	Water	\$10.00	\$70.00
1	Antimony Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Selenium Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Tin Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$105.00
7	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$126.00
1	Thallium Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	TPH as Diesel/Motor Oil by EPA 8015 [10 day]	Water	\$60.00	\$420.00
7	TPH as Gas & VOAs by EPA 8260B [10 day]	Water	\$180.00	\$1,260.00
1	Vanadium Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Zinc Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00

Invoice Total: \$6,403.95



INVOICE

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Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Rick Seanor

Invoice #: 9051687-UKIAHLF
Date: 05/08/19

Project ID: Monitoring Wells - Quarterly
Project No: [none]
PO/Reference:

Order #
19D2605

Receipt Date
04/22/19

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
1	Volatiles by EPA 8260 [10 day]	Water	\$140.00	\$140.00
1	Silver Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Aluminum Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$105.00
7	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$175.00
1	Arsenic Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
1	Barium Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Small Bailer [10 day]	Water	\$175.00	\$175.00
1	Beryllium Dissolved EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$105.00
7	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
7	Carbonate by SM2320B [10 day]	Water	\$15.00	\$105.00
1	Cadmium Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$126.00
1	Cobalt Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Conductivity by SM2510B [10 day]	Water	\$10.00	\$70.00
1	Chromium Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Hexavalent Chromium Dissolved by EPA 7196A [10 day]	Water	\$95.00	\$95.00
1	Copper Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Iron Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Field Technician [10 day]	Water	\$825.00	\$825.00
1	Filters [10 day]	Water	\$210.00	\$210.00
7	Fluoride by EPA 300.0 [10 day]	Water	\$18.00	\$126.00
1	GeoTracker EDT [10 day]	Water	\$304.00	\$304.00
7	Handling & Disposal [10 day]	Water	\$3.00	\$21.00
1	Mercury Dissolved Low Level by EPA 245.1 [10 day]	Water	\$55.00	\$55.00



INVOICE

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email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Rick Seanor

Invoice #: 9051687-UKIAHLF
Date: 05/08/19

Project ID: Monitoring Wells - Quarterly
Project No: [none]
PO/Reference:

Order #
19D2605

Receipt Date
04/22/19

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
7	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
7	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
1	Miles [10 day]	Water	\$4.95	\$4.95
7	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
1	Molybdenum Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$105.00
1	Nickel Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Total Nitrogen (NO ₂ , NO ₃ , TKN & Calc.) [10 day]	Water	\$45.00	\$315.00
1	Oil and Grease (HEM) [10 day]	Water	\$145.00	\$145.00
1	Lead Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	pH Water by SM4500-H+ B [10 day]	Water	\$10.00	\$70.00
1	Antimony Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Selenium Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Tin Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$105.00
7	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$126.00
1	Thallium Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
7	TPH as Diesel/Motor Oil by EPA 8015 [10 day]	Water	\$60.00	\$420.00
7	TPH as Gas & VOAs by EPA 8260B [10 day]	Water	\$180.00	\$1,260.00
1	Vanadium Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00
1	Zinc Dissolved by EPA 200.7 [10 day]	Water	\$35.00	\$35.00

Invoice Total: \$6,377.95



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Rick Seanor

Invoice #: 9052066-UKIAHLF
Date: 05/14/19

Project ID: Monitoring Wells - Quarterly
Project No: Monitoring Wells - Quarterly
PO/Reference:

Order #
19D3109

Receipt Date
04/26/19

Terms
NET 30

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
1	Volatiles by EPA 8260 [10 day]	Water	\$140.00	\$140.00
4	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$60.00
4	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$100.00
4	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$60.00
4	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Carbonate by SM2320B [10 day]	Water	\$15.00	\$60.00
4	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$72.00
4	Conductivity by SM2510B [10 day]	Water	\$10.00	\$40.00
1	Field Technician [10 day]	Water	\$660.00	\$660.00
1	Filters [10 day]	Water	\$120.00	\$120.00
4	Fluoride by EPA 300.0 [10 day]	Water	\$18.00	\$72.00
1	GeoTracker EDT [10 day]	Water	\$154.00	\$154.00
4	Handling & Disposal [10 day]	Water	\$3.00	\$12.00
4	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
1	Miles [10 day]	Water	\$4.95	\$4.95
2	Miscellaneous Supplies [10 day]	Water	\$0.00	\$0.00
4	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Total Nitrogen (NO2, NO3, TKN & Calc.) [10 day]	Water	\$45.00	\$180.00
4	pH Water by SM4500-H+ B [10 day]	Water	\$10.00	\$40.00
4	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$60.00
4	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$72.00
4	TPH as Diesel/Motor Oil by EPA 8015 [10 day]	Water	\$60.00	\$240.00
4	TPH as Gas & VOAs by EPA 8260B [10 day]	Water	\$180.00	\$720.00



alpha

INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Invoice Total: \$3,226.95



AGENDA SUMMARY REPORT

SUBJECT: Approve the Purchase of a Records Management System Software Upgrade with Tritech Software Systems in the Amount of \$124,604.

DEPARTMENT: Police

PREPARED BY: Justin Wyatt

ATTACHMENTS:

[Attachment 1 - FBI Letter on NIBRS Transition 07-10-18](#)

[Attachment 2 - DOJ Information Bulletin](#)

[Attachment 3 - Penal Code 13020](#)

[Attachment 4 - Ukiah Police Department - Web RMS Upgrade to include NIBRS 6-28-19](#)

Summary: Council will consider approval of the purchase of an upgrade to the Police Department's existing Records Management System software, to include web-enabled accessibility and compliance with the National Incident Based Reporting System.

Background: RECORDS MANAGEMENT SYSTEM

The Ukiah Police Department acquired its current public safety Records Management System (RMS) software in 1998 from a company then known as VisionAIR. This is an agency-wide records management system that provides for the storage, retention, retrieval, and viewing of information and records pertaining to law enforcement operations. VisionAIR was acquired by Tritech Software Systems in 2011, and following a merger

RECOMMENDED ACTION: Approve the purchase of a Records Management System Software Upgrade to Tritech Software Systems in the amount of \$124,604.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10020210.54320.18099: \$125,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; Michael Ingwell, IT Manager; Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

in 2018 is currently known as Central Square Technologies. This software has served the department for 21 years and has never been upgraded, and is limited in its ability to effectively accommodate data entry in the field, known as field based reporting (FBR).

UNIFORM CRIME REPORTING

The Federal Bureau of Investigation (FBI) Uniform Crime Report (UCR) was created in 1930 and utilized a summary reporting system to provide law enforcement agencies with a standardized method of reporting and measuring crime. The FBI is responsible for collecting and reporting all UCR information, allowing police agencies to provide a representation of criminal activity within their jurisdiction.

The summary reporting system has evolved over time but remains limited and outdated in its basic concept. The summary reporting system collection includes 10 crimes for offenses known and arrests, and 29 crimes for which only arrest data is reported. The summary reporting system utilizes a hierarchy rule and does not reflect all crimes that may have been committed during a single incident. The summary reporting system is limited in statistical value as a guide in informing policy and strategic policing.

The National Incident Based Reporting System (NIBRS) was introduced in 1989 and is a more comprehensive system of crime data collection and reporting. NIBRS collects incident and arrest data on 52 offenses, arrest data only on 10 offenses, and includes many offenses omitted by the summary reporting system. NIBRS does not follow the hierarchy rule allowing for data collection on as many as 10 criminal offenses per incident, yielding a more accurate accounting for the total number of reported crimes. NIBRS uses all available law enforcement data to provide considerably more detail, yielding more meaningful data than produced by the summary reporting system.

In 2015 the Criminal Justice Information Services Advisory Policy Board recommended the FBI UCR program transition to a NIBRS-only data collection by January 1, 2021. The FBI agreed with this recommendation in 2016, and is scheduled to retire the summary reporting system by January 1, 2021 (Attachment #1). The California Department of Justice (DOJ) is the administrator of the UCR program in California, and is obligated to meet the new reporting requirements to the FBI. The California DOJ intends to remain aligned with the FBI for incident based reporting standards (Attachment #2). California Law Enforcement Agencies are mandated by 13020 of the California Penal Code to report statistical crime data to the California DOJ (Attachment #3).

ASSEMBLY BILL 953

Assembly Bill 953 (AB 953), the Racial Identity Profiling Act (RIPA) of 2015, mandates yearly agency reporting to the California DOJ on all stops conducted by the agency's officers. Ukiah Police Officers must begin collecting specific data related to stops conducted beginning in 2022, and the agency must produce its annual report of this data by April 1, 2023.

The data that must be collected by Ukiah Police Officers on every stop includes;

- Date, time, duration, location and type of stop
- Reason for the stop
- Any actions taken by an officer during the stop
- Result of the stop
- The officer's perception of the gender, race/nationality, and approximate age of the person stopped
- The officer's perception if the person is lesbian, gay, bisexual or transgender
- Whether the person stopped has limited or no English fluency
- The officer's perception or knowledge that the person has a disability
- The reason for the stop and if the stop was made in response to a call for service
- Actions taken during the stop
- Results of the stop

- The officer's identifying number, years of experience, and assignment

Discussion: The Department's current RMS software is not "NIBRS compliant", and will not support crime reporting to the California DOJ and the FBI by January 1, 2021. To accommodate the comprehensive information produced by the NIBRS, more comprehensive data will be collected by officers in the field, and preferably entered into the RMS also in the field. Additional data will be collected by officers beginning in 2022, and also should be entered into the RMS by the officers in the field. Increased FBR capabilities allowing for more field data entry, will serve to avoid unnecessarily removing officers further from their patrol and law enforcement duties to meet increasing reporting preparation and processing requirements. Increased FBR capabilities will also lessen the impact upon records personnel who will share in the extra work load of increased data entry and reporting.

The upgrade offered by Trittech Software Systems (please refer to Attachment #4 for a copy of the quote) will include web-enabled technology which will significantly improve the mobility and availability of FBR. The upgraded software allows for customization of data entry templates and fields which will serve to directly accommodate the data entry and reporting requirements of AB 953. Further this upgrade is designed to not only streamline the information collecting function, but also utilizes an auto-validating process to minimize errors and improve accuracy.

The RMS software upgrade will ensure the Police Department remains compliant with state and federal reporting standards, and will improve the automation, efficiency, and accuracy of records processing and reporting operations. Staff is requesting Council approve the purchase of the RMS software upgrade to Inform Web RMS from Trittech Software Systems in the amount of \$124,604. Funds are available as approved in the 2019/2020 Fiscal Year Budget.

**U.S. Department of Justice**

Federal Bureau of Investigation

Clarksburg, WV 26306

July 10, 2018

TO: State Uniform Crime Reporting (UCR) Program Managers

RE: The Federal Bureau of Investigation's (FBI's) Transition to a National Incident-Based Reporting System (NIBRS)-Only Data Collection

The FBI is dedicated to modernizing the UCR Program, which has long provided a view of crime in the nation. To accomplish this, the FBI will retire the Summary Reporting System and fully transition to collecting UCR data through NIBRS. This modernization of crime data will help the law enforcement community and municipal leaders have better, more detailed information to use in resource allocation and strategy development to deal with crime.

In 2015, the Criminal Justice Information Services (CJIS) Advisory Policy Board recommended:

"The FBI UCR Program will transition to a NIBRS-only data collection by January 1, 2021, and will evaluate the probability of achieving that goal on an annual basis. Federal, state, local, and tribal agencies unable to meet the five year transition and who have committed to transitioning to NIBRS will collaborate with the FBI CJIS to develop a transition plan and timeline for conversion."

The FBI Director is committed to this move toward a NIBRS-only collection, which also comes with the endorsement of the International Association of Chiefs of Police, the Major Cities Chiefs Association, the Major County Sheriffs of America, the National Sheriffs' Association, the Association of State Criminal Investigative Agencies, and the Executive Branch of the federal government.

We appreciate those states and agencies already participating in NIBRS, those committed to making the transition, and those working toward it. Given the many steps involved with converting an agency's records management system to NIBRS, the 2018 calendar year is pivotal to allow enough time to plan and secure resources for state and local agencies to be ready. To facilitate this transition, the FBI has dedicated resources to assist state UCR Programs and state and local agencies: training, technical documentation, data integration specialists, and NIBRS certification assistance. For support, call the FBI at 304-625-9999 or email <UCR-NIBRS@fbi.gov>.

Sincerely yours,

Douglas E. Lindquist
Assistant Director
CJIS Division

Xavier Becerra, Attorney General

California Department of Justice CALIFORNIA JUSTICE INFORMATION SERVICES DIVISION Joe Dominic, Director		INFORMATION BULLETIN	
Subject: National Incident-Based Reporting System	No. 17-04-CJIS	Contact for information: CANIBRS@doj.ca.gov	
	Date: 08/07/17		

TO: ALL CHIEFS OF POLICE, SHERIFFS, AND RECORD SUPERVISORS

On June 10, 2016, the Federal Bureau of Investigation (FBI) Uniform Crime Reporting (UCR) Program informed all states that the FBI will transition to a National Incident-Based Reporting System (NIBRS)-only data collection by January 1, 2021, and will evaluate the probability of achieving that goal annually. Federal, state, local, and tribal agencies unable to meet the five-year transition that have committed to transitioning to NIBRS will collaborate with the FBI Criminal Justice Information Services (CJIS) Division to develop a transition plan and timeline for conversion.

What Is NIBRS?

The NIBRS is a more comprehensive crime data collection system that captures specific details about crimes and offenders through incident-based reporting. The NIBRS expands UCR crime data from summary counts of eight crime categories to specific incident-level data for 49 different crimes. The details captured in the NIBRS include the date, time, location, and circumstance of the incident as well as characteristics of the victim and offender such as age, sex, race, and ethnicity. In total, there are 58 data elements that are potentially reported for a NIBRS incident.

Existing UCR Reporting

Currently, the California Department of Justice (DOJ) maintains a Summary Reporting System (SRS), and local reporting agencies provide monthly summarized reports on eight Part I offenses known to law enforcement agencies (LEAs) and reports on persons arrested. The Part I offenses include the following: Murder, rape, robbery, aggravated assault, burglary, motor vehicle theft, larceny-theft, and arson. Crime reports also provide information about law enforcement officers killed and assaulted, and hate crimes.

Next Steps?

Acting as the FBI's CJIS Systems Agency for California, the DOJ is the administrator of the UCR Program and systems in California and is obliged to meet the new reporting requirements and provide a mechanism for local LEAs to report data to the FBI through a state system. The DOJ currently maintains 16 disparate systems, nine of which will be impacted by the NIBRS implementation. However, it is the DOJ's intention to include as many of the remaining statistical collection systems in the NIBRS development to ensure that electronic reporting is available to all LEAs.

Additionally, since the transition to NIBRS will affect data elements collected and reported to the DOJ, it is the DOJ's intention to remain aligned with the FBI for incident-based reporting standards and promulgate regulations covering all of our systems (e.g., Monthly Arrest and Citation Register, Crimes and Clearances, etc.). It is anticipated that regulations for NIBRS reporting requirements for these systems will take 24 months to complete.

NIBRS Impacted Systems	▪ Anti-Reproductive-Rights Crimes (ARRC) ▪ Arrests (Monthly Arrest and Citation Register [MACR]) ▪ Arson ▪ Crimes and Clearances ▪ Domestic Violence-Related Calls for Assistance ▪ Hate Crimes ▪ Homicide ▪ Law Enforcement Officers Killed or Assaulted ▪ Violent Crimes Committed Against Senior Citizens
Systems Not Impacted by NIBRS Implementation	▪ Adult Probation ▪ Citizens' Complaints Against Peace Officers ▪ Death in Custody ▪ Hate Crime Prosecution Survey ▪ Juvenile Court and Probation ▪ Law Enforcement Personnel and Criminal Justice Personnel Survey ▪ Use of Force

Accordingly, the DOJ will need to assess its readiness to implement a statewide Incident-Based Reporting (IBR) system and is currently seeking assistance in its efforts to investigate the feasibility and costs associated with implementing a statewide IBR system to become compliant with the FBI's NIBRS mandate. This project will engage the DOJ, the National Crime Statistics Exchange (NCS-X) Implementation Team, and 42 NCS-X identified sample agencies from California. The DOJ will engage with a consultant to determine California's feasibility and readiness to design, develop, implement, and maintain a NIBRS compliant system and the costs associated with implementing a statewide IBR system. Ultimately, the DOJ will develop a strategic implementation plan including a realistic timeline and the costs to agencies. California plans to implement the new IBR system in two phases: first, establish the DOJ state repository and the 42 NCS-X Identified Agencies being provided funding by the NCS-X project; second, implement IBR for the remaining California reporting agencies.

For California reporting agencies that are not part of the 42 NCS-X identified agencies, the Federal Bureau of Justice Assistance (BJA) recognizes that there are significant pressures on state and local criminal justice systems. It is important to make local Edward Byrne Memorial Justice Assistance Grant (JAG) Program recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level. NIBRS represents a key area of this focus and BJA encourages local JAG grantees to use JAG funds to expedite the transition to NIBRS in their jurisdictions.

Lastly, on August 1-3 2017, the DOJ will be attending the FBI's Criminal Justice Information Services Division NIBRS Training Session in Phoenix, Arizona. The training sessions are designed to help state agencies and agencies participating in the BJS NCS-X Initiative to gain a better understanding of the NIBRS and to assist them in a successful implementation by 2021. It is at this meeting, the DOJ will be meeting/collaborating separately with the 42 NCS-X California Identified Agencies regarding the California specific standards, which will need to be met in addition to the NIBRS standards.

Sincerely,


JOE DOMINIC, Director
California Justice Information Services Division

For XAVIER BECERRA
Attorney General



State of California

PENAL CODE

Section 13020

13020. It shall be the duty of every city marshal, chief of police, railroad and steamship police, sheriff, coroner, district attorney, city attorney and city prosecutor having criminal jurisdiction, probation officer, county board of parole commissioners, work furlough administrator, the Department of Justice, Health and Welfare Agency, Department of Corrections, Department of Youth Authority, Youthful Offender Parole Board, Board of Prison Terms, State Department of Health, Department of Benefit Payments, State Fire Marshal, Liquor Control Administrator, constituent agencies of the State Department of Investment, and every other person or agency dealing with crimes or criminals or with delinquency or delinquents, when requested by the Attorney General:

(a) To install and maintain records needed for the correct reporting of statistical data required by him or her.

(b) To report statistical data to the department at those times and in the manner that the Attorney General prescribes.

(c) To give to the Attorney General, or his or her accredited agent, access to statistical data for the purpose of carrying out this title.

(Amended by Stats. 1996, Ch. 872, Sec. 126. Effective January 1, 1997.)

Proposal/Sales Quotation

Quotation QUO-47336-4MXWM4

Quotation Date: 6/28/2019

General & Client Information

Agency Name:	Ukiah Police Department	Bill To: 300 Seminary Avenue Ukiah, CA, United States, 95482
System Description:	Ukiah Police Department - RMS Web Upgrade to include NIBRS	
Client Contact:	Tracey Porter	
Contact Phone:	(707) 467-5727	Ship To: 300 Seminary Avenue Ukiah, CA, United States, 95482
Contact Email:	tporter@cityofukiah.com	
Expiration Date:	7/31/2019	
Presented By:	Mistiza Colebank	

Project Products & Services

TriTech Software License Fee(s)

Inform RMS Software License Fee(s)	Unit Price	Qty	Total Price
Inform RMS Test or Training System	\$0.00	1	\$0.00
<i>Inform RMS Software License Fee(s) Subtotal:</i>			<i>\$0.00</i>

TriTech Software License Fee(s) Total: \$0.00

TriTech Implementation Service Fee(s)

Inform RMS Implementation Service Fee(s)	Unit Price	Qty	Total Price
Inform RMS 3-Day Workshop and Consultation	\$4,200.00	3	\$12,600.00
Inform RMS End User Training - Field Officers (2 Days)	\$4,200.00	1	\$4,200.00
Inform RMS Server Installation and Configuration	\$7,700.00	2	\$15,400.00
Inform RMS User Training - Records (2 Days)	\$4,200.00	1	\$4,200.00
Professional Service - VisionRMS Data Transfer (Remote Service)	\$1,800.00	1	\$1,800.00
<i>Inform RMS Implementation Service Fee(s) Subtotal:</i>			<i>\$38,200.00</i>

TriTech Implementation Service Fee(s) Total: \$38,200.00

Custom Solution(s)

Product Name	Unit Price	Qty	Total Price
NIBRS Software License	\$25,000.00	1	\$25,000.00

Custom Solution(s) Total: \$25,000.00

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$11,634.00	1	\$11,634.00
Estimated Travel Expenses (To be billed as incurred)	\$13,950.00	1	\$13,950.00
BA Services for UCR to NIBRS	\$11,200.00	1	\$11,200.00
Onsite Go Live Support (2 Days, One Person, Single 8 Hour Shift)	\$2,800.00	1	\$2,800.00
Professional Service - SQL Installation (Remote Service)	\$1,000.00	1	\$1,000.00
Report Writing Training (3 days)	\$4,200.00	1	\$4,200.00
Training Remote 1/2 Day	\$700.00	1	\$700.00

Project Related Fee(s) Total: \$45,484.00

Annual Maintenance Fee(s) (Year 1)

Product Name	Support Level	Total Price
Inform RMS Test or Training System Maintenance		\$1,620.00
NIBRS Software License	8 x 5	\$4,500.00

Annual Maintenance Fee(s) (Year 1): \$5,875.20

Continuous Upgrade Fee(s) (Year 1): \$244.80

Annual Maintenance Fee(s) (Year 1) Total: \$6,120.00

Project Total: \$114,804.00

Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$114,804.00
		Sales Tax Amount: \$0.00

Quote Total: \$114,804.00

Optional Items

Product Name	Unit Price	Qty	Total Price
Inform RMS Output Designer Workshop 3 Day	\$4,200.00	1	\$4,200.00
Inform RMS Post Go Live System Optimization and Advanced Configuration Workshop (3 Days at the Customer Site)	\$5,600.00	1	\$5,600.00

Summary Information & Project Notes

- Workshop #1 - Configuration and Admin Workshop (3 days onsite)
- Workshop #2 - Validation and Readiness Workshop (3 days onsite)
- Workshop #3 - Configuration and Admin workshop for Other Event (3 days onsite) – Build Your Own Module (such as create your own capture forms for Use of Force, K9, Sex Offender Registration, etc) and Case Management, Off-Line Incident Entry.
- BA HOURS -- 2 x 2 Hour Remote sessions for template follow-up.
- User Training - Field Officers (2 day): Train-the-Trainer session for up to 10 users.
- User Training - Records (2 day): Up to 10 users
- User Training - Report Writing (3 days)
- Server Installation x 2 - One to set up the Web DB and IIS in production and One to set up the full training environment (Classic DB, Web DB, IIS).
- Onsite Go Live Support
- NIBRS Software License and BA Services for the UCR to NIBRS Migration
- Output Designer Workshop (Optional) - How to use the output designer tool to design outputs to make templates for incidents and other events print out to look like an actual form. (SSRS training is not included.)
- Post Go Live System Optimization and Advanced Configuration workshop (Optional) - This is evaluating the templates and workflows and how they might need to be tweaked for efficiency.

The training suggested in this quote is based off the modules available in Web RMS at the time the quote is delivered. As other modules become available in the Web environment, additional training may be required.

Terms and Conditions

Payment terms are as follows

50% of all Software, Services, Support and fixed travel fees are due at time of order -and- 50% of all Software, Services, Support and fixed travel fees are due upon installation or completion of services (whichever comes later).

Travel costs will be billed as incurred.

Software License Terms:

The Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement currently in effect between TriTech and Client. Acceptance for the Software may be defined in the Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

Acceptance for the TriTech Software licenses included in the Quotation will be governed by the standard terms set forth in TriTech's System Purchase Agreement, which shall supersede any prior System Purchase Agreement. Any changes to scope of testing may result in a price increase for services.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust to the term to be co-terminous with the existing support agreement term.

Training Terms:

In the event Client cancels a training course scheduled to be conducted on-site at Client's premises, TriTech shall be entitled to reimbursement of any fees TriTech may incur associated with cancellation of travel and lodging for such training course.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

All travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, as they are not included in this quotation.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future. Except as expressly identified in this Quotation as a line item to be provided by TriTech, all required computer hardware, third party system/database software, peripherals, network components and third party items shall be provided by the Client. All such Client provided third party items must meet TriTech's recommended specifications.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Installation Services will be performed based on the quantities that are listed in this quotation, and as listed for each environment. One installation line item does not include installation services in multiple environments.

Quotation Issued by: Karla Hageman Email: karla.hageman@centralsquare.com Phone: 800-727-8088	<u>Send Purchase Orders To:</u> TriTech Software Systems c/o CentralSquare Technologies 1000 Business Center Drive Lake Mary, FL 32746 Or Email: tritechquotes@centralsquare.com Or Fax: (407) 304-3914
	<u>Remit Payments To:</u> TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-407-304-3914 or email to tritechquotes@centralsquare.com to indicate your acceptance.

☐ Purchase Order required and attached, reference PO# _____ on invoice.

☐ No Purchase Order required to invoice.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Client Agency/Entity Name

Client Authorized Representative

Title

Signature Client Authorized Representative

Date



AGENDA SUMMARY REPORT

SUBJECT: Approve Amending Contract No. 1718-224 with Axon Enterprise, Inc. for the Axon Body Cameras to Add Auto Tagging Services in the Amount of \$28,800 Over a Four-Year Contract Period.

DEPARTMENT: Police

PREPARED BY: Justin Wyatt

ATTACHMENTS:

[Attachment 1 - Contract No 1718-224 - Axon Body Cams](#)

[Attachment 2 - AUTO TAG ADD- MAY 1 THRU JUNE 30, 2019](#)

[Attachment 3 - Ukiah Police Dept. - CA - Add CAD Auto Tagging to 17045 6.26.19](#)

Summary: Council will consider approving amending the current contract with Axon Enterprise, Inc. to include Axon Auto Tagging Service to supplement existing software and media storage procedures to improve evidence categorizing capabilities associated with the Police Department's body-worn camera program.

Background: In April of 2018, the Ukiah City Council approved a five-year contract with Axon Enterprise, Inc. for the purchase of forty body-worn evidence cameras and associated hardware, software, and storage support. Please refer to Attachment 1 for a copy of Contract No. 1718-224. These body-worn cameras were deployed over the summer of 2018, and remain in regular use.

The video and audio evidence captured by use of the body-worn cameras must be categorized with important identifying information prior to being stored to accommodate record keeping guidelines, to guarantee retrieval for use during court and evidentiary proceedings, and to accommodate access by supervisory and command

RECOMMENDED ACTION: Approve Amending Contract No. 1718-224 with Axon Enterprise, Inc. for the Axon Body Cameras to Add Auto Tagging Services in the Amount of \$28,800 Over a Four-Year Contract Period.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10020210.54320: \$7,200.00 (Covering the 1st year of the four requested)

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1718-224

COORDINATED WITH: Michael Ingwell, IT Manager; Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

staff. This data is downloaded into a large database and without an automated process for labeling, must be first located by the officer, then manually labeled by the officer with identifying information such as location, case number, type of call or incident, and other relevant factors. The data is then stored in a manner linking it to an incident or investigation for retrieval at a later date.

Over the course of use during the past year, staff has found the manual labeling and categorizing of evidence obtained and downloaded through the existing body-worn camera software to be cumbersome and time consuming, requiring officers to spend significant time every shift locating and labeling video evidence. This has resulted in officers spending additional time on report and evidence processing duties rather than performing patrol and other law enforcement related functions. In one instance the retrieval of video and audio data was delayed for use in an on-going criminal court proceeding, resulting in the disruption of the presentation of important evidence.

Discussion: During May and June of this year, staff worked with IT and the Procurement Manager to acquire and utilize Axon's Auto Tagging service on a temporary, trial basis. The contract was amended to include the two-month trial for an additional cost of \$1,200. Please refer to Attachment 2.

This software integrates with the department's existing computer aided dispatch and records management software information, and is designed to automatically label corresponding audio and video data as its captured in the field. This audio and video evidence is labeled with the relevant identifying information and can then be more quickly retrieved for storage by the officer.

Staff has found the auto tagging service to perform as expected, and has reduced significantly the time officers spend locating, categorizing, and storing evidentiary data.

Staff is requesting Council approve amending Contract No. 1718-224 with Axon Enterprise, Inc. to include Axon's Auto Tagging Service in the amount of \$28,800 over a four-year period, to coincide with the remaining contract years of the existing contract. Please refer to Attachment 3 for a copy of Axon's quote. If approved, the total contract amount will increase to \$161,010.34. Funds are available as approved in the 2019/2020 Fiscal Year Budget.

Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and CITY OF UKIAH - CA (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement, the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. The Agency may renew the terms and conditions of this Agreement for an additional 5 years upon the execution of a new pricing Quote. New products and services may require additional terms and conditions. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 **Definitions.**

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

"Products" means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon pursuant to this Agreement.

3 **Payment Terms.** Axon invoices upon shipment, unless otherwise specified in the Quote. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding[CM1][CM2] unless orders are cancelled in compliance with this Agreement. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency



chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.

- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Ukiah Police Department via common carrier and title and risk of loss pass to the Agency upon delivery to the Agency. The Agency is responsible for any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
 - 7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the Agency should contact the manufacturer. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
 - 7.2 **Warranty Limitations.**
 - 7.2.1 The warranties do not apply to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) to any Axon Product whose serial number has been removed or defaced.



7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 Except as provided in Sections 10 and 11. [CM3] Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

7.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

8 Product Warnings. See Axon's website at www.axon.com/legal for the most current Axon product warnings.

9 Design Changes. Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 Insurance. Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

11 Indemnification. Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and



expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

- 12 IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.
- 13 IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party at the Agency's request or subject to the Agency's control ~~or any third party~~ not [MH4][CM5][CM6] approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14 Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

15 Termination.

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be

made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's Suggested Retail Price (**MSRP**) and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure. Notwithstanding the above, Axon retains the right to publicly announce information pertaining to this Agreement. As a publicly traded company, Axon has a duty to provide shareholders with information on material agreements.

16.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will



not directly or indirectly cause any proprietary rights to be violated.

- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, or (c) as part of a corporate reorganization, ~~or (d) to an affiliate or subsidiary corporation.~~ Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement



will remain in full force and effect.

16.13 Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

Agency: CITY OF UKIAH
Attn: Purchasing Department
300 Seminary Avenue
Ukiah, California 95482
mhorger@cityofukiah.com

16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

City of Ukiah - CA

Signature: 
Name: SAGE BONGIACO
Title: CITY MANAGER
Date: 5-22-18

Evidence.com Terms of Use

Appendix

- 1 **Evidence.com Subscription Term.** The Evidence.com Subscription Term will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

- 2 **Access Rights. "Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the Evidence.com Subscription Term.

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

- 3 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

- 4 **Evidence.com Data Security.**

4.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency

Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

4.2. FBI CJIS Security Addendum. Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Agreement.

5. Axon's Support. Axon will make available updates as released by Axon to the Evidence.com Services. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

5.1. Support of Android Applications. For Android applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

6. Data Privacy. Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

7. Data Storage. Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.

For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in

archival storage will not have immediate availability, and may take up to 24 hours to access.

- 8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:
- 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).
- 11 **After Termination.** Axon will not delete any Agency Content as a result of a termination

during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

- 12 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Professional Services Appendix

1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

2.1. The Axon Starter Package includes one day of on-site services and a professional services manager that will work closely with the Agency to assess the Agency's deployment scope and determine which services are appropriate. If more than one (1) day of on-site services is needed, additional on-site assistance is available for \$2,000 per day. The Axon Starter Package options include:

System set up and configuration

- Setup Axon Mobile on smart phones (if applicable).
- Configure categories & custom roles based on Agency need.
- Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.
- Work with IT to install Evidence Sync software on locked-down computers (if applicable).
- Virtual assistance included.

Dock configuration

- Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.
- Authenticate Dock with Evidence.com using "Administrator" credentials from Agency.
- Virtual assistance included.

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations.

End user go live training and support sessions

- Assistance with device set up and configuration.
- Training on device use, Evidence.com and Evidence Sync.

Implementation document packet

Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.

The Axon body camera Virtual Starter package includes all items in the Axon Starter Package, except one day of on-site services.

3 **Officer Safety Plan (OSP) Full Service and Starter Service.** The Package for OSP Full Service includes both the Axon Full Service and CEW Full Service items. The Package for OSP Starter Service includes both the Axon Starter Service and CEW Starter Service items.

4 **Smart Weapon Transition Service.** The Package for Smart Weapon Transition service includes the following:

Archival of Firing Logs

Axon's on-site professional services team will upload firing logs to Evidence.com from all TASER CEW Smart

Weapons that the Agency is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide the Agency with a Certificate of Destruction

- 5 **Body Worn Camera Virtual Add-on Services.** The Agency may purchase Virtual add-on classes for both end users and support staff. The Virtual Add-on User class will include one deployment planning conference call and one virtual administrative training via WebEx.
- 6 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope. Additional training days may be added on to any service package for additional fees set forth in the Quote.
- 7 **Delivery of Services.**
 - 7.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
 - 7.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 8 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 9 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
- 10 **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon

completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

- 11 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for any files and programs on the Agency's network, not including any Agency Content on Evidence.com (**Agency Software and Data**); (ii) creating timely backup copies of Agency Software and Data that may be damaged, lost, or corrupted due to Axon's provision of Services; and (iii) using backup copies to restore any Agency Software and Data in the event of any loss of, damage to, or corruption of the operational version of Agency Software and Data, even if such damage, loss, or corruption is due to Axon's negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency Software and Data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency Software and Data from any cause.

Technology Assurance Plan Appendix

The Technology Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of the Unlimited Evidence.com License, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and a hardware refresh. TAP only applies to the Axon hardware Products listed in the Quote.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. TAP for Axon body worn cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option.
- 4 **Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster.

The OSP must be purchased for a period of 5 years (**OSP Term**). At any time during the OSP Term, the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any CEW model available as of the Effective Date of this Agreement. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, Axon has no obligation to reimburse for those items not received.

If OSP is terminated before the end of the OSP Term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the

Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.

- 6 **TAP for Axon Body Worn Cameras.** If the Agency purchases 3 years of Evidence.com Unlimited Licenses or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a new Axon body worn camera (**Body Worn Upgrade Model**) 3 years after the TAP Term begins. If the Agency purchases 5 years of Evidence.com Unlimited Licenses, OSP, or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a Body Worn Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins.
 - 6.1. **TAP as a stand-alone.** If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that the Body Worn Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Body Worn Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Body Worn Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Body Worn Upgrade Model.
 - 6.2. **OSP or Unlimited TAP.** If the Agency purchased an Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

- 7 **TAP Dock Upgrade Models.** If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option (**Dock Upgrade Model**). If the Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade Model 3 years after the TAP term begins. If the Agency purchased 5 years of Dock TAP, Axon will provide the Dock Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins. If the Agency would like to change product models for the Dock Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Dock Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade Model.

- 8 **TAP for CEWs.** TAP for CEWs is a 5 year term. If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**), as well as a

battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

If the Agency would like to change product models for the CEW Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered CEW Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered CEW Upgrade Model.

To continue TAP coverage for the CEW Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP.

- 9** **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:
- 9.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
 - 9.2.** Axon will not and has no obligation to provide the free upgrades.
 - 9.3.** The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
 - 9.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm, Evidence.com, Evidence Sync, TASER, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.

Axon Enterprise, Inc.

Protect Life.

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Option 1 Basic + TAP**Quotation**

Quote: Q-133563-2

Date: 11/1/2017 11:40 AM

Quote Expiration: 12/31/2017

Contract Start Date*: 12/31/2017

Contract Term: 5 years

AX Account Number:

184872

Bill To:
Ukiah Police Dept. - CA
300 Seminary Avenue
Ukiah, CA 95482
US

Ship To:
Chris Dewey
Ukiah Police Dept. - CA
300 Seminary Avenue
Ukiah, CA 95482
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tanner McCormick	480-905-2000	tmccormick@axon.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 15,960.00	USD 15,960.00	USD 0.00
45	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 245.00	USD 0.00	USD 245.00
7	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 10,465.00	USD 0.00	USD 10,465.00
7	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,512.00	USD 0.00	USD 1,512.00
35	80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 180.00	USD 6,300.00	USD 0.00	USD 6,300.00
350	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
	80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 2,808.00	USD 0.00	USD 2,808.00
180	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 8,160.00	USD 0.00	USD 8,160.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 0.00	USD 2,500.00
4,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,000.00	USD 0.00	USD 3,000.00
Year 1 Total Before Discounts:						USD 50,950.00
Year 1 Discount:						USD 15,960.00
Year 1 Net Amount Due:						USD 34,990.00

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,000.00	USD 0.00	USD 3,000.00
7	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,512.00	USD 0.00	USD 1,512.00
35	80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 180.00	USD 6,300.00	USD 0.00	USD 6,300.00
350	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 2,808.00	USD 0.00	USD 2,808.00
180	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 8,160.00	USD 0.00	USD 8,160.00
Year 2 Total Before Discounts:						USD 21,780.00
Year 2 Net Amount Due:						USD 21,780.00

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,000.00	USD 0.00	USD 3,000.00
7	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,512.00	USD 0.00	USD 1,512.00
35	80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 180.00	USD 6,300.00	USD 0.00	USD 6,300.00
350	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 2,808.00	USD 0.00	USD 2,808.00
180	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 8,160.00	USD 0.00	USD 8,160.00
Year 3 Total Before Discounts:						USD 21,780.00
Year 3 Net Amount Due:						USD 21,780.00

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,000.00	USD 0.00	USD 3,000.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
7	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,512.00	USD 0.00	USD 1,512.00
5	80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 180.00	USD 6,300.00	USD 0.00	USD 6,300.00
350	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 2,808.00	USD 0.00	USD 2,808.00
180	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 8,160.00	USD 0.00	USD 8,160.00

Year 4 Total Before Discounts: USD 21,780.00

Year 4 Net Amount Due: USD 21,780.00

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,000.00	USD 0.00	USD 3,000.00
7	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,512.00	USD 0.00	USD 1,512.00
35	80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 180.00	USD 6,300.00	USD 0.00	USD 6,300.00
350	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 2,808.00	USD 0.00	USD 2,808.00
30	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 8,160.00	USD 0.00	USD 8,160.00

Year 5 Total Before Discounts: USD 21,780.00

Year 5 Net Amount Due: USD 21,780.00

Group6

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
3	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00

Group6 Total Before Discounts: USD 0.00

Group6 Net Amount Due: USD 0.00

Subtotal	USD 122,110.00
Estimated Shipping & Handling Cost	USD 139.23
Estimated Tax	USD 8,761.11
Grand Total	USD 131,010.34

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

[Signature]
BOB LANGIACOMO

Date:

5-22-18

Name (Print):

Title:

City Manager

PO# (if needed):

C# 1713224

Quote: Q-133563-2

Please sign and email to Tanner McCormick at tmccormick@axon.com or fax to

THANK YOU FOR YOUR BUSINESS!

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ATTACHMENT 2



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-210012-43581.951KP

Issued: 04/26/2019

**Quote Expiration: 04/30/2019**

Account Number: 184872

Payment Terms: Net 30
 Delivery Method: Fedex - Ground
 Contract Number: 00017045

SHIP TO

Justin Wyatt
 Ukiah Police Dept. - CA
 300 Seminary Avenue
 Ukiah, CA 95482
 US

BILL TO

Ukiah Police Dept. - CA
 300 Seminary Avenue
 Ukiah, CA 95482
 US

SALES REPRESENTATIVE

Kyle Panasewicz
 Phone: (480) 905-2071
 Email: kylep@axon.com
 Fax: (480) 658-0673

PRIMARY CONTACT

Justin Wyatt
 Phone: (707) 463-6241
 Email: jwyatt@cityofukiah.com

Year 1 - 5.1.19 - 6.30.19

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80052	AXON AUTO TAGGING SERVICE ADD-ON: 1 YEAR PAYMENT	40	30.00	30.00	1,200.00
Subtotal					1,200.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					1,200.00
Grand Total					1,200.00

Notes

This quote is co-termed with quote Q-160929 (executed contract #16827). Year one has been prorated to 2 months to align with agency annual billing dates. This has been done according to an anticipated start date 5/1/19.

Axon Auto Tagging Services contained within this quote will run from 5/1/2019-6/30/2019. A separate quote will be provided to the agency for licensing to run the remainder of existing contract #16827 (7/1/2019-6/30/2023). Should the agency not choose to continue Axon Auto Tagging Services, licensing will be cancelled as of 6/30/2019.

The pricing and terms held within this quote, Q-210012, are governed by the terms and conditions of Contract #17045, (enacted by Q-133563).

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

PO# (Or write
N/A): _____

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 658-0673

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-210012-43581.951KP

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ATTACHMENT 3



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-205491-43642.720KP

Issued: 06/26/2019



Quote Expiration: 07/31/2019

Account Number: 184872

Payment Terms: Net 30
 Delivery Method: Fedex - Ground
 Contract Number: 00017045

SALES REPRESENTATIVE

Kyle Panasewicz
 Phone: (480) 905-2071
 Email: kylep@axon.com
 Fax: (480) 658-0673

PRIMARY CONTACT

Dave McQueary
 Phone: (707) 463-6241
 Email: dmcqueary@cityofukiah.com

SHIP TO

Dave McQueary
 Ukiah Police Dept. - CA
 300 Seminary Avenue
 Ukiah, CA 95482
 US

BILL TO

Ukiah Police Dept. - CA
 300 Seminary Avenue
 Ukiah, CA 95482
 US

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80052	AXON AUTO TAGGING SERVICE ADD-ON: 1 YEAR PAYMENT	40	180.00	180.00	7,200.00
				Subtotal	7,200.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	7,200.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80053	AXON AUTO TAGGING SERVICE ADD-ON: 2 YEAR PAYMENT	40	180.00	180.00	7,200.00
				Subtotal	7,200.00
				Estimated Tax	0.00
				Total	7,200.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80054	AXON AUTO TAGGING SERVICE ADD-ON: 3 YEAR PAYMENT	40	180.00	180.00	7,200.00
				Subtotal	7,200.00
				Estimated Tax	0.00
				Total	7,200.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80055	AXON AUTO TAGGING SERVICE ADD-ON: 4 YEAR PAYMENT	40	180.00	180.00	7,200.00
				Subtotal	7,200.00
				Estimated Tax	0.00
				Total	7,200.00
				Grand Total	28,800.00

Summary of Payments

Payment	Amount (USD)
Year 1	7,200.00
Year 2	7,200.00
Year 3	7,200.00
Year 4	7,200.00
Grand Total	28,800.00

Notes

This quote is co-termed with quote Q-133563 (executed contract #17045). Year one has been set to align with agency annual billing dates. This has been done according to an anticipated license start date of 8/1/19.. The end date of these subscriptions is subject to change if the ship/start date changes.

The pricing and terms held within this quote, Q-210012, are governed by the terms and conditions of Contract #17045, (enacted by Q-133563).

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (Or write
N/A):

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 658-0673

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-205491-43642.720KP

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AGENDA SUMMARY REPORT

SUBJECT: Approve Amendment #1 in the Amount of \$25,000 to Contract 1819153, with Hildebrand Consulting, in Collaboration with The Reed Group, Inc. to Perform a Joint Sewer Rate Study for the City of Ukiah and the Ukiah Valley Sanitation District.

DEPARTMENT: Finance

PREPARED BY: Mary Horger

ATTACHMENTS:

[Attachment 1 - Contract 1819153 - Hildebrand_Reed - Rate Study](#)

[Attachment 2 - DRAFT Amendment 1 - Contract 1819153](#)

Summary: Council will consider approving Amendment #1 in the amount of \$25,000 to Contract 1819153, with Hildebrand Consulting, in collaboration with The Reed Group, Inc. to perform a joint Sewer Rate Study for the City of Ukiah and the Ukiah Valley Sanitation District.

Background: On December 19, 2018, Council approved entering an agreement, jointly with the Ukiah Valley Sanitation District (UVSD), with Hildebrand Consulting, in the amount not-to-exceed \$81,210, to perform a "joint" sewer rate study. Please refer to Attachment 1 for a copy of the agreement. The purpose of the "joint" sewer rate study is to develop new sewer rate schedules for both the City and UVSD, which will be based on a consistent methodology and approach that is aligned with the operating agreement between the City and UVSD.

RECOMMENDED ACTION: Approve Amendment #1 in the amount of \$25,000 to Contract 1819153, with Hildebrand Consulting, in Collaboration with The Reed Group, Inc. to Perform a Joint Sewer Rate Study for the City of Ukiah and the Ukiah Valley Sanitation District.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: City Fund 84427222.52100: \$100,000, City/UVSD split is \$53,105 per agency; UVSD Share to come from its funds held with the City in Fund 940.

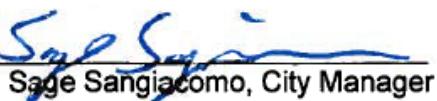
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1819153

COORDINATED WITH: Ukiah Valley Sanitation District; Daniel Buffalo, Finance Director; Sean White, Water Resources Director; Lori Martin, Billing & Customer Services Manager

Approved: _____


Sage Sangiacomo, City Manager

Discussion: Hildebrand Consulting, along with The Reed Group, have been working diligently to complete the sewer rate study as per contract. Information needed to perform this study includes a billing data analysis, which includes analyzing the number of accounts, the type of accounts, and estimated sewer flows from each respective service area, which are available only from billing records. Because of the City's antiquated Utility billing software system, the level of effort to extract the data, working with the limited formatting options of the data once extracted, and working through additional issues as they present themselves, has been much more than anticipated.

Please see Attachment 2 for a copy of draft Amendment 1. Staff is requesting Council approval to amend the existing contract to include the additional work necessary to complete the study, and adds an additional cost of \$25,000, for a revised contract amount of \$106,210. UVSD has already approved this amendment.

The cost of this contract is shared with UVSD at a 50/50 split, pursuant to the operating agreement between the two agencies.

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered in Ukiah, California, this 16th day of January, 2019 ("Effective Date"), by and between the CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" jointly with the Ukiah Valley Sanitation District, hereinafter referred to as "UVSD" and Hildebrand Consulting, a Limited Liability Company, organized and in good standing under the laws of the State of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- and uvsd*
- a. City requires consulting services related to conducting a sewer rate study, to develop potential sewer rates for City and UVSD. The study will be conducted in collaboration with The Reed Group, Inc.
 - b. Consultant represents that it has the qualifications, skills, experience and is properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
 - c. City, UVSD and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.
- and uvsd*

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".

- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City, UVSD and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within seven months from receipt of the Notice to Proceed. Consultant shall complete the work to the reasonable satisfaction of City and UVSD, even if contract disputes arise or Consultant contends it is entitled to further compensation.
- and uvsd*

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$81,210. Labor charges shall be

based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment "A". Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount. A dm

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.

- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1. and UVSD dm

- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed. and UVSD dm

5.0 ASSURANCES OF CONSULTANT dm

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose. for UVSDs dm

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City, for any purpose whatsoever. City shall have no right to, and shall not, control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed. UVSD dm

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City or UVSD. and UVSD dm

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and UVSD and their officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any

such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City and UVSD. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager and UVSD Manager determines that the Consultant has a disclosure obligation under the City's or UVSD's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's or UVSD's Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit 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, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

and UVSD OKM 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 to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. and UVSD OKM

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City and UVSD, their officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City and UVSD, and their officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City and UVSD, and their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it. OR UVSD OKM
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City and UVSD, and their officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City and UVSD, and their officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend from ----- to -----.

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City and UVSD.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant shall furnish the City and UVSD with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City and UVSD. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City and UVSD reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City and UVSD shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City and UVSD has paid the premium.

and UVSD
OK

G. Subcontractors

Consultant shall include all subcontractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant in the performance of services under this contract by Consultant, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City or UVSD, or arising from the active negligence of the City or UVSD. and
UVSD
qmu

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City, UVSD or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Ownership of Work. All documents furnished to Consultant by City or UVSD and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the jointly owned property of the City and UVSD upon their creation and shall be given to City or UVSD immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City and UVSD in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City and UVSD. or UVSD
qmu

- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.

- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.

- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.

- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent. and
UVSD's
qmu

- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.

7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City and UVSD has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City and UVSD shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City and UVSD all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City and UVSD may incur as a result of Consultant's breach of contract.

7.9 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

7.10 Coordination Between City and UVSD. To facilitate the timely performance of Consultant's services, in addition to the specific provisions in Attachment A, City staff and UVSD staff shall coordinate communication with Consultant to provide a single point of contact for Consultant in connection with general administration of the contract.

8.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH
DEPT. OF WATER RESOURCES
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482

UVSD *District Manager*
MARK DEMEULENAERE
151 LAWS AVENUE
UKIAH, CALIFORNIA 95482

HILDEBRAND CONSULTING, LLC
MARK HILDEBRAND
3378 GUIDO STREET
OAKLAND, CALIFORNIA 94602

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

HILDEBRAND CONSULTING, LLC

BY: *Mark Hildebrand*

January 17, 2019

Date

PRINT NAME: Mark Hildebrand

82-5365064

IRS IDN Number

CITY OF UKIAH

BY: 
SAGE SANGIACOMO
CITY MANAGER

2-4-19
Date

UKIAH VALLEY SANITATION DISTRICT

BY: 
MARK DEMEULENAERE
MANAGER Theresa
McVertin, Chair

28 Feb 19
Date

ATTEST for City Manager


CITY CLERK

2-4-19
Date



December 3, 2018

Sean White
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Mark DeMeulenaere
Ukiah Valley Sanitation District
151 Laws Avenue, #B
Ukiah, CA. 95482

Subject: Proposal for Joint Sewer Rate Study

Dear Mr. White and Mr. DeMeulenaere,

In response to your request, **Hildebrand Consulting**, in collaboration with **The Reed Group, Inc.**, is pleased to submit this scope of work to conduct a sewer rate study. The study is intended to develop potential sewer rates that would apply under the new Operating Agreement between the City of Ukiah (City) and the Ukiah Valley Sanitation District (District). This proposal has been prepared based on our recent telephone conversation and our understanding of your needs at the present time.

The City and District recently entered into a new Operating Agreement under which the sewer collection and treatment services will be provided within the respective service areas and costs will be fairly shared and distributed. The purpose of the "joint" sewer rate study is to develop new sewer rates schedules for both the City and the District, which will be based on a consistent methodology and approach that is aligned with the new Operating Agreement. The study will be performed with input from both the City and District, including direction from the City Council and District Board provided during joint meetings of the two bodies.

Scope of Services

To conduct the joint sewer rate study the following tasks will be performed. The scope of services includes preparing financial plan models that cover a planning period consistent with capital improvement plans and developing rate plans for each scenario. The rate plan will include rate schedules for up to five years. Specific tasks to be performed include the following:

1. *Initiate Study, Obtain Data, and Develop Project Understanding* – This task involves obtaining and reviewing the documents and information needed to fully understand the current organizational and operational setting from which we can develop financial plans and perform sewer rate analyses. Once under contract, we will submit a data request memorandum and allow for time to receive and review the data. Subsequently we will conduct a kick-off meeting via conference call with appropriate staff. This will facilitate our understanding of the current organizational and operational setting, the new operating agreement between the City and the District, governance issues, and other

matters that may impact the study. We will review any data and information provided prior to the kick-off meeting so the meeting is as productive as possible. At the end of the meeting, we will review the project scope, timeline, responsibilities, and key milestones. Our goal is to develop a clear and common understanding of the scenarios to be evaluated and what is to be accomplished during the study.

2. *Develop Multi-Year Financial Plan Model* – A 10-year financial plan will be developed for the sewer system. The financial plan will consider operating and maintenance costs, debt service obligations, and capital improvement needs, as well as non-rate revenues and reserve policies. The plan (and our model) will clearly segregate cost responsibilities between the City and the District as described by the Operating Agreement. The model will also reflect separate City and District financial reserves. We understand that both agencies are working to restructure their respective financial structures in order to meet the requirements of the new Operating Agreement.

The financial plan will cover a planning period consistent with your capital improvement plans (typically 5 or 10 years). The financial plans will reflect estimated operating and maintenance costs, debt service obligations, and capital improvement needs, and will be used to determine annual sewer rate revenue requirements. The models are designed to serve as a planning tool useful for evaluating various capital spending. The financial plan model will also reflect non-rate revenues as well as recommendations for financial reserve policies to help enhance overall financial and revenue stability. If warranted, the financial plan model can also be used to evaluate the potential for future debt issuance and the impact additional debt service costs might have on the sewer rates, as well as other issues relevant to the evaluation of consolidation.

Prior to the **Financial Plan Workshop** (Task 3) we will hold a video conference call with staff to review the draft model and make adjustments as needed.

3. *Conduct Financial Plan Workshop with Council/Board* – Once preliminary financial plan results have been developed, we will prepare for and conduct a workshop with the Council and Board (joint meeting) to present findings and recommendations regarding the annual sewer rate revenue needs, as well as underlying information, assumptions, and alternative scenarios considered. This will be an opportunity to inform Council/Board members on the operating and maintenance costs, debt obligations, and capital program needs, as well as reserve considerations in determining annual sewer rate revenue needs. We will also use the workshop as an opportunity to describe the cost of service and rate design steps of the study to follow. Our primary purpose in conducting the workshop will be to inform and engage the Council/Board, to provide an opportunity for input, and to lay the groundwork for next steps and recommendations to follow.
4. *Perform Cost of Service Analysis and Calculate Sewer Rates* – The rules governing the calculation of sewer rates are provided primarily through Article XIID of the California Constitution (Proposition 218). In essence, sewer rates cannot exceed the costs of providing service and the rates must reflect a proportionate allocation of costs to each customer. The cost of service analysis begins with the annual sewer rate revenue

requirement identified through the financial planning process. The annual revenue requirement is then allocated to different customer classes based on capacity requirements and demand characteristics of each customer class. Analysis of the City's and District's customer base including number/type of accounts, estimated sewer flows based on winter water usage, and loading characteristics to be used in cost allocations. Our cost of service analysis and sewer rate calculations will apply the same methodology to determining both City and District rates. Even with a uniform analytical framework, cost and policy considerations may lead to different rate schedules for the two respective service areas.

We will clearly show where elements of the rates are the same for both City and District, and where they differ. These issues will be discussed and evaluated as the study proceeds. Sewer rates will include fixed monthly service charges as well as usage rates.

5. *Develop 5-Year Sewer Rate Plans* - This task involves preparing complete sewer rate schedules for both the City and the District covering a 5-year period. Sewer rate schedules will be developed for each year of the planning period based on estimated revenue needs. We will work with staff to determine the preferred timing of annual rate adjustments. These typically occur at the beginning of each fiscal year or each calendar year, though other schedules are possible. To place proposed new rates into context, we will compare the typical residential sewer bills with bills under current sewer rate schedules, as well as with neighboring communities.
6. *Bond Refunding Assistance* - We understand that your financing team is working on the refunding of a bond. Given the financial and revenue analysis that is inherent to a sewer rate study, we will be in possession of financial numbers that may be beneficial to the bond refunding effort. We will coordinate with the financing team to provide numbers and support, as requested.
7. *Prepare Draft Report* - Once the financial plans have been prepared, and the cost of service and rate design steps completed, an administrative draft study report will be prepared and submitted to the City and the District. The report will document all information, assumption, analyses, findings, and recommendations from the study and provide the technical basis for proposed rates. We will review the administrative draft with staff, make any required refinements, and then prepare a draft report that can be presented to the Board/City Council.
8. *Present Study Findings and Recommendations in Joint Meeting* - Once Study recommendations will then be presented to the Boards of Directors and City Council during a joint meeting.
9. *Finalize Report and Prepare Draft Proposition 218 Notice of Public Hearing* - Following receipt of comments on rate recommendations from staff, the study report will be revised, as necessary, and submitted in final form. This task will also include preparing a draft Notice of Public Hearing regarding proposed sewer rates, in accordance with the requirements of Proposition 218. With each governing body's concurrence (and following legal review) the District and City would mail the notice to affected property owners at least 45 days prior to a public hearing. Our proposal assumes the District and

City will be responsible for finalizing, printing, and mailing the Notice of Public Hearing for their respective service areas. The final report should be available to any interested parties during the 45 days prior to the public hearing.

10. *Present Recommendations During the Sewer Rate Public Hearing* – Study recommendations will be presented to the Board/City Council during a public hearing to adopt new sewer rate plans. A single public hearing at a joint meeting are assumed for cost estimation purposes.
11. *Conduct Extra Public Meetings (OPTIONAL TASK)* – It may be desirable and advantageous to present study findings and recommendations in additional joint meetings and/or to conduct community meetings to share results with the public. Additional public meetings can be added at your request.

Summary of Joint Council/Board Public Meetings:

- Financial Planning Workshop
- Presentation of Sewer Rate Study Recommendations
- Public Hearing to Adopt New Sewer Rates

As shown in our price proposal below, additional meetings (if needed) would each add about \$3,660 to the project's cost.

Project Schedule

Our goal will be to develop a schedule that would allow for implementation of new sewer rates by the beginning of FY 19-20, which is consistent with the expectations under the Operating Agreement. That being said, we will not be able to start the financial planning component until the FY 18-19 budget has been recast to match the requirements of the Operating Agreement. This budget information is foundational to the study, therefore a delay in receiving that data could affect the project schedule.

- | | |
|--|-----------------|
| • Project approval and notice to proceed | Mid-December |
| • Obtain requested information and conduct kick-off meeting | Mid-January |
| • Prepare financial plan | Early February* |
| • Conduct financial plan workshop with Council/Board | Mid-February |
| • Perform cost of service analyses and calculate sewer rates | Late February |
| • Prepare draft report | Early March |
| • Present study findings to the Board / City Council | Late March |
| • Mail notice of public hearing | Early April |
| • Prepare final report | Early April |
| • Conduct sewer rate public hearing | Late May |
| • Implement new sewer rates | July 1, 2019 |

* Assuming that budget information is available in the new format by mid-January.

Project Team

This study will be led and managed by Mark Hildebrand of Hildebrand Consulting, LLC with close collaboration with Bob Reed of The Reed Group. We both bring extensive knowledge and experience to utility rate setting, as well as to organizational, operational, and strategic issues related to public utilities. This breadth of experience may be particularly valuable during this engagement.

Mark Hildebrand, Hildebrand Consulting, LLC

Mark is a finance and rate consultant with 17 years of experience who bridges the disciplines of financial analysis, business strategy, and organizational optimization. He has performed scores of water, wastewater, and recycled water rate studies for both large and small utilities. Mark is an expert in Proposition 218 and California's legal requirements regarding utility rate-setting. He has been published by the AWWA Journal for articles addressing the challenges of conservation pricing in California. Other expertise includes utility privatization, strategic business planning, business case evaluations, alternative project delivery (APD), organizational assessments, and change management.

Bob Reed, The Reed Group, Inc.

Bob brings over 30 years of combined experience both as an engineer for a major water/wastewater agency and as a consultant providing a broad range of financial, utility rate, and management consulting services to local governments in the areas of water and wastewater utility management, as well as public works and engineering functions. He has performed hundreds of studies covering a diverse range of utility rate/fee issues, capital improvement financial planning, resource management, and litigation support/avoidance to more than 75 clients. Approximately two-thirds of the engagements have been for clients for whom he has provided multiple services; some for more than 15 years. Bob is dedicated to providing clients with an exceptional level of service and responsiveness, to developing creative yet practical solutions to client needs, and to broadening understanding and facilitating consensus on complex issues.

Estimated Cost

The estimated cost to complete the sewer rate study as described herein is **\$77,550**. We do not charge for travel expenses.

It is our practice to bill monthly for the actual time and expenses incurred, up to the contract limit. Payment is due within 30 days. Mark Hildebrand's hourly billing rate for 2019 is \$210, and Bob Reed's rate is \$285. These rates are subject to change each January.

**Joint Sewer Rate Study
Proposed Project Cost**

Task	Hourly billing rates -->	Consultant Hours		Professional Fees
		B Reed	M Hildebrand	
		\$285	\$210	
1 Initiate Study, Obtain Data, and Develop Project Understanding		20	28	\$11,580
2 Develop Multi-Year Financial Plan		20	40	\$14,100
3 Financial Plan Workshop with Council/Board (Prep and Meeting)		4	12	\$3,660
4 Perform Cost of Service Analysis and Calculate Sewer Rates		24	36	\$14,400
5 Develop 5-Year Sewer Rate Plans		8	26	\$7,740
6 Bond Refunding Assistance		2	6	\$1,830
7 Prepare Admin. Draft and Draft Reports		16	40	\$12,960
8 Present Findings and Recommendations During a Joint Meeting		12	20	\$7,620
9 Finalize Report and Prepare Draft Proposition 218 Notice		4	16	\$4,500
10 Present Recommendations During Sewer Rate Public Hearing		4	12	\$3,660
Total:		110	220	\$77,550
Extra Public Meetings		4	12	\$3,660

* * * * *

Please let me know if you have any questions or comments regarding this proposal. We appreciate the opportunity to be of service to the districts during this period of organizational change. For your convenience and expediency in getting this project underway, a data and information request is attached to this letter. Additional information may be requested as the study progresses.

Sincerely,



Mark Hildebrand
Hildebrand Consulting, LLC



Robert Reed
The Reed Group, Inc.

**CITY OF UKIAH and
UKIAH VALLEY SANITATION DISTRICT**

**AMENDMENT 1
TO
PROFESSIONAL SERVICES
CONTRACT #1819153 – SEWER RATE STUDY**

This Amendment No. 1, entered on _____, 2019, revises the Agreement for Professional services dated January 16, 2019 between the City jointly with UVSD and Hildebrand Consulting to conduct a Sewer Rate Study.

This Amendment No. 1:

- 1) Adds to the Scope of Work the following, and as per Exhibit 1:
 - a. Assist in developing a scope of work for the billing vendor to generate a billing report (since such a report had never been created);
 - b. Clarification phone calls with billing vendor and feedback on preliminary billing reports;
 - c. Review of billing report, identification of missing or erroneous data, and numerous summary emails to describe the issues encountered; and
 - d. Conference call with the City and billing vendor to clarify the missing and erroneous data.
- 2) Adds an additional cost on a time and materials (T&M) basis not-to-exceed \$25,000, for a revised total contract in an amount not-to-exceed \$106,210.

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

HILDEBRAND CONSULTING

BY: _____

DATE: _____

PRINT NAME: _____

CITY OF UKIAH

BY: _____

DATE: _____

SAGE SANGIACOMO, CITY MANAGER

UKIAH VALLEY SANITATION DISTRICT

BY: _____
THERESA MCNERLIN, CHAIR

DATE: _____

ATTEST FOR CITY MANAGER

BY: _____
KRISTINE LAWLER, CITY CLERK

DATE: _____

DRAFT

EXHIBIT 1



June 5, 2019

Sean White
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Dave Redding
Ukiah Valley Sanitation District
151 Laws Avenue, #B
Ukiah, CA. 95482

Subject: Amendment No. 1 for Joint Sewer Rate Study

Dear Mr. White and Mr. Redding,

The following constitutes Amendment No. 1 to the Joint Sewer Rate Study (Study) currently being performed by Hildebrand Consulting LLC for the City of Ukiah (City) and the Ukiah Valley Sanitation District (District) as authorized by an Agreement for Professional Services dated January 16, 2019.

Billing Data Analysis

The scope of services for the Study includes preparing a cost allocation analysis that is consistent with applicable law and the recently signed Operating Agreement between the District and the City. The purpose of the cost allocation analysis is to identify how operating and capital costs are to be shared between the City and the District. Industry best practices dictate that such costs should be allocated based each utility's capacity requirements and demand characteristics. These requirements and characteristics are quantified by analyzing the number of accounts, the type of accounts, and estimated sewer flows from each respective service area. These data are available only from billing records (which are managed by the City as per historical practice and as formalized by the Operating Agreement).

We have been working with the City and its billing vendor (Northstar) to receive the detailed billing data that are necessary for the analysis. The level of effort to receive these data has far exceeded the expected level of effort (for all parties involved). Specifically, the additional effort for Hildebrand Consulting (and subconsultant Bob Reed) has included (to date):

- 1) Assist in developing a scope of work for the billing vendor to generate a billing report (since such a report had never been created);
- 2) Clarification phone calls with billing vendor and feedback on preliminary billing reports;
- 3) Review of billing report, identification of missing or erroneous data, and numerous summary emails to describe the issues encountered; and
- 4) Conference calls with the City and billing vendor to clarify the missing and erroneous data.

Going forward, we will review and next draft of the billing report and work with the City to finalize the data. The level of effort to finalize the data is unknown at this time. Our original budget assumed that the billing data analysis would require between 5 to 16 hours of effort. At this time, we have already exceeded 30 hours of effort. It isn't clear how much more effort will be required to complete the task.

Additional Project Coordination

The progress of the project to date has also been materially affected by the on-going negotiations between the City and the District with respect to the operating and capital budget, among other management decisions that require joint approval. The project has been affected by changes in leadership and a decision-making pace that is naturally less fluid when two parties are actively engaged in legal mediation. The proposed budget for this Amendment No. 1 includes the costs associated with

the additional management and communication effort needed to coordinate information and decisions between the utilities as they continue their active mediation, as well as coordination with the City/District's financial advisor as they work toward refinancing existing debt.

Budget for Amendment No. 1

The costs for the tasks described above will be charged on a time and materials (T&M) basis not to exceed \$25,000. All hours associated with this amendment will be billed separately and will include a description of the work performed. Mark Hildebrand's hourly billing rate for 2019 is \$210, and Bob Reed's rate is \$285. These rates are subject to change each January.

Please sign below to accept and execute this amendment. We appreciate the opportunity to be of service to the districts during this period of organizational change.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1:

HILDEBRAND CONSULTING, LLC



Mark Hildebrand

IRS IDN Number: 82-5365064

Date: June 5, 2019

CITY OF UKIAH

Date:

UKIAH VALLEY SANITATION DISTRICT

Date:



AGENDA SUMMARY REPORT

SUBJECT: Conduct a Public Hearing and Adopt Resolution Establishing the State Street Underground District No. 4., State Street from Clay Street to Mill Street, Including its Boundaries and Proposed Schedule. (EUD)

DEPARTMENT: City Council

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1-State St. UG Dist. No. 4 Boundary Map-Clay to Mill](#)

[Attachments 2 & 3-State St. UG Dist. No. 4 Boundary Description and Timeline](#)

[Attachment 4-Resolution-State St. Underground District No. 4](#)

Summary: The City Council will conduct a Public Hearing and consider adopting a resolution establishing the State Street Underground District No. 4 from Clay Street to Mill Street, approve its boundaries and proposed schedule.

Background: Pursuant to City Code Sections 3800-3841, the City Council can establish an Underground District to require the utility companies to remove or underground overhead facilities including wires, poles and other associated equipment within a specified area and schedule. On September 4, 2013, the Ukiah City Council provided direction to the Electric Utility Department for developing and prioritizing six overhead to underground conversion project areas. Staff is recommending establishing Underground District No. 4 to coordinate with future projects, so as to avoid conflicts and additional trenching while improving public safety and benefit.

RECOMMENDED ACTION: Adopt Resolution establishing State Street Underground District No. 4, and approve boundaries and proposed timeline.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

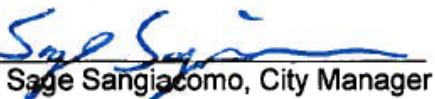
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney

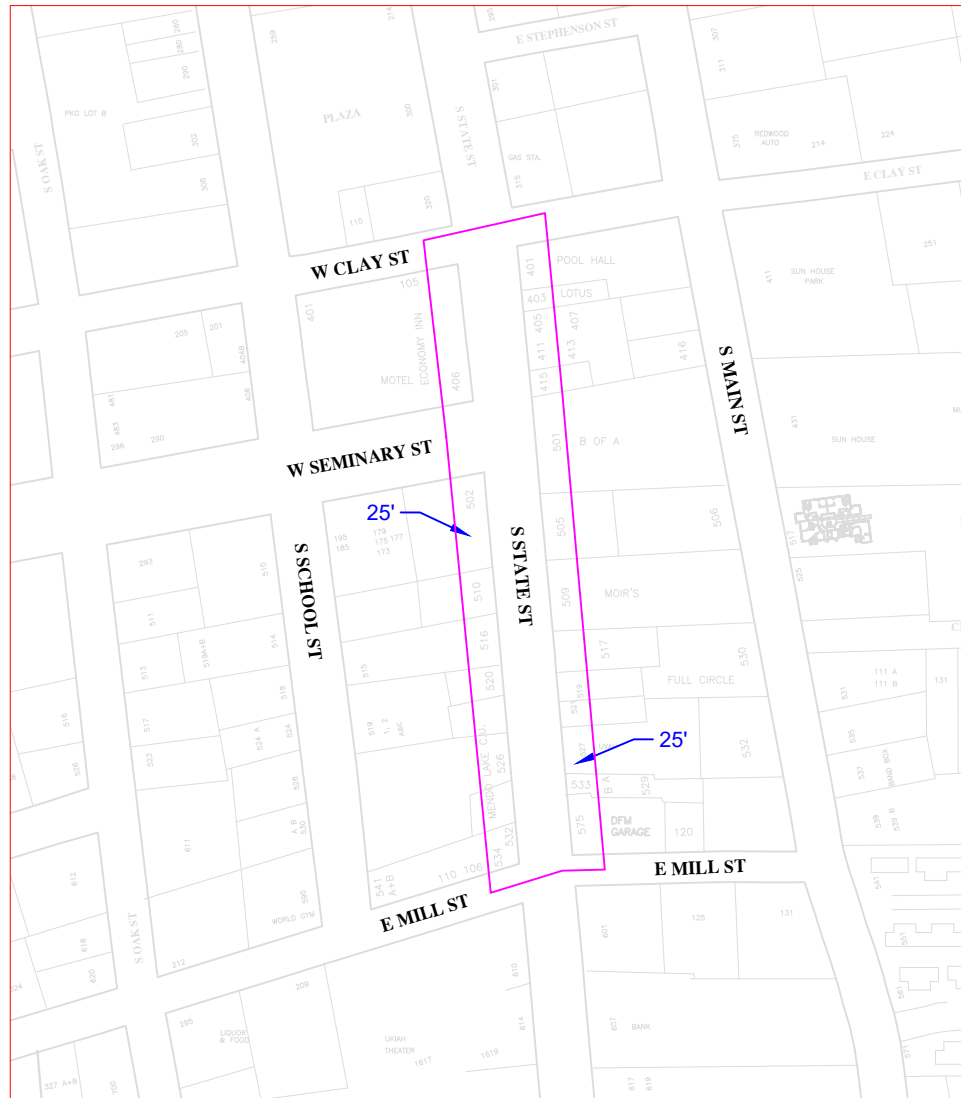
Approved: _____


Sage Sangiacomo, City Manager

Discussion: The proposed District map (Attachment 1) and description (Attachment 2) outline the boundary and, if established, will require overhead facilities including electric, cable TV and telephone facilities within the Underground District No. 4 to be removed or undergrounded. The project's boundary description reflects a 25' setback from right-of-way lines as described in Attachment 2. In addition, the existing street lights mounted on wood poles with interconnecting overhead wires will be replaced with LED luminaires mounted on steel street light poles with underground supply lines. Existing underground conduit will be used when possible to minimize trenching costs. Additional trenching will occur from the right-of-way to the service equipment on some parcels when necessary. All disturbed areas will be restored to the condition they were prior to the undergrounding.

On June 20, 2019, in accordance with UCC §3810, the City Clerk gave notice to affected property owners as shown on the last equalized assessment roll of the time, date, location and proposed boundaries of a new Underground District to be known as Underground District No. 4, which encompasses both sides of State Street from Clay Street to Mill Street.

Staff recommends that Council authorize that the district be formed, with all utilities jointly paying their allocated costs for undergrounding and for customer equipment adaption costs to receive underground service, approval of boundaries, timeline (Attachment 3) and the adoption of the corresponding Resolution (Attachment 4).



Drawing name: C:\Users\algorf\AppData\Local\Temp\AcPublish_17520\State Boundary Map - Clay to Mill 8.5x11.dwg Plotted on: May 15, 2019 - 8:48am



CITY OF UKIAH

ELECTRIC
UTILITY
DEPARTMENT

LOCATION STATE STREET - CLAY ST TO MILL ST

DESCRIPTION STATE STREET UNDERGROUND DISTRICT #4
PROPOSED BOUNDARY

DRAWN BY AMS CHECKED BY _____ APPROVED BY _____

W.O. NO. -

GRID NO. 13 & 14

SCALE NO SCALE

AS BUILT _____

DATE -

CITY OF UKIAH UNDERGROUND DISTRICT NO. 4

BOUNDARY DESCRIPTION

SOUTH STATE STREET – CLAY STREET TO MILL STREET

Starting at the point of intersection of the centerline of West Clay Street and 25' west of the Westerly right-of-way line of State Street; thence Southerly, parallel with the Westerly right-of-way line of State Street to the centerline of Mill Street; thence Easterly, along the centerline of Mill Street, to 25' east of the Easterly right-of-way line of State Street; thence Northerly, parallel with the Easterly right-of-way line of State Street, to the centerline of Clay Street, thence Westerly, to the point of beginning.

STATE STREET OVERHEAD TO UNDERGROUND CONVERSION PROPOSED TIMELINE

Spring/Summer 2019	Project Design and Easement Procurement
Fall 2019	City Council Award Bid
Fall 2019	Contractor to install underground infrastructure
Fall 2019	Ukiah Electric Utility Department install underground facilities.
Fall 2019/ Winter 2020	Ukiah Electric Utility Department to remove overhead facilities.
Winter 2020	AT&T and Comcast install underground facilities.
Winter 2020	AT&T to remove poles.

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING THE
BOUNDARIES AND OTHER PROVISIONS OF UNDERGROUND DISTRICT NO. 4-
ALONG STATE STREET FROM CLAY STREET TO MILL STREET**

WHEREAS,

1. On June 20, 2019, in accordance with UCC §3810, the City Clerk gave notice to affected property owners as shown on the last equalized assessment roll of the time, date, location and proposed boundaries of a new Underground District to be known as Underground District No. 4, which encompasses both sides of State Street from Clay Street to Mill Street, as more fully described in the attached **Exhibit 1**; and
2. Under UCC Sections 3811 and 3820, when the City Council establishes an underground district, it must fix the time within which the removal of poles, overhead wires and associated overhead structures and the underground installation of these facilities shall be completed and when affected property owners must be ready to receive underground service; and
3. On July 3, 2019, the City Council conducted a public hearing in accordance with UCC §3810, to consider establishing Underground District No. 4, its proposed boundaries and the schedule for completing the undergrounding of overhead facilities, including by utilities and property owners within the proposed District. The City Council also considered whether the public necessity, health, safety or welfare requires the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication or similar or associated service within the boundaries, as depicted and described in the attached **Exhibit 1**; and
4. At least ten (10) days prior to the scheduled hearing, notice of such hearing was given to all affected property owners as shown on the last equalized assessment roll and all affected utilities in the manner and for the time required by law; and
6. Such hearing has been duly and regularly held and all persons interested have been given an opportunity to be heard;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council finds that:
 - a. State Street has been designated as a primary gateway into the City, provides access from U.S. Highway 101 through important commercial areas to the historic downtown business district, and accordingly passes through a civic area of unique scenic interest to the general public.

- b. The undergrounding to be accomplished will avoid or eliminate an unusually heavy concentration of overhead distribution facilities.
- c. State Street is extensively used by the general public and carries a heavy volume of pedestrian and vehicular traffic.
- d. The public necessity, health, safety and welfare require the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying and improving electric, communication or similar or associated service within the boundaries of Underground District No. 4, as described in the attached **Exhibit 1**.

2. Based on the foregoing findings:

- a. The removal and undergrounding of electrical facilities as herein provided shall apply to all of Underground District No. 4, as described in **Exhibit 1**.
- b. All poles, overhead wires and associated overhead structures shall be removed and underground installation made in Underground District No. 4 within the following times and in the following manner:

(1) Underground installation by the utility companies, including the City of Ukiah Electric Department, AT&T and Comcast shall be completed by April 1, 2020;

(2) Said utilities shall share equally the costs associated with undergrounding their facilities within the public right of way, including, but not limited to, the costs of removing poles and overhead wires and related facilities, furnishing and installing conduits, conductors and associated equipment, and of trenching, compacting, backfilling, and paving over said facilities;

(3) With permission of the property owner, the City Electric Department and the other utilities furnishing service to the property, including AT&T and Comcast, at the expense of the utilities, will install up to 100 feet of underground service lines and related equipment from the public right-of-way along State Street to the service equipment on the property. If the property owner does not consent in a form and within the time satisfactory to the Director of the Electric Department or his or her designee, the property owner shall install those facilities at his or her expense in compliance with specifications and project timeline adopted by the Electric Department.

3. By no later than 10 days after the adoption of this Resolution, the City Clerk shall mail a copy of this resolution and a copy of Ukiah City Code Sections 3800-3855 to affected property owners as shown on the last equalized assessment role and to affected utilities.

PASSED AND ADOPTED on July 3, 2019, by the following roll call vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT “1”

CITY OF UKIAH UNDERGROUND DISTRICT NO. 4

BOUNDARY DESCRIPTION

SOUTH STATE STREET – CLAY STREET TO MILL STREET

Starting at the point of intersection of the centerline of West Clay Street and 25' west of the Westerly right-of-way line of State Street; thence Southerly, parallel with the Westerly right-of-way line of State Street to the centerline of Mill Street; thence Easterly along the centerline of Mill Street to 25' east of the Easterly right-of-way line of State Street; thence Northerly, parallel with the Easterly right-of-way line of State Street, to the centerline of Clay Street, thence Westerly, to the point of beginning.



AGENDA SUMMARY REPORT

SUBJECT: Conduct a Public Hearing and Adopt Resolution to Establish the Oak Manor Dr. Underground District No. 5., Including Its Boundaries and Proposed Schedule. (EUD)

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti

ATTACHMENTS:

[Attachment 1-Oak Manor Boundary Map 1_Final](#)

[Attachments 2 & 3-Oak Manor Drive Boundary Description & Timeline](#)

[Attachment 4- Resolution-Oak Manor Dr. Underground District No. 5](#)

Summary: The City Council will conduct a Public Hearing and consider adopting a resolution establishing the Oak Manor Drive Underground District No. 5, approve its boundaries and proposed schedule.

Background: Pursuant to City Code Sections 3800-3841, the City Council can establish an Underground District to require the utility companies to remove or underground overhead facilities including wires, poles and other associated equipment within a specified area and time schedule. On February 20, 2019, the Ukiah City Council awarded a construction contract to install Oak Manor joint trench duct system. This duct system provides a pathway for cable TV, phone and electric utilities to provide underground services to area customers. No additional right-of-way street work will be necessary in conjunction with this underground district if established.

RECOMMENDED ACTION: Adopt Resolution establishing Oak Manor Drive Underground District No. 5, and approve boundaries and proposed timeline.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

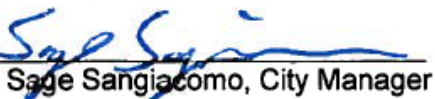
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney

Approved: _____

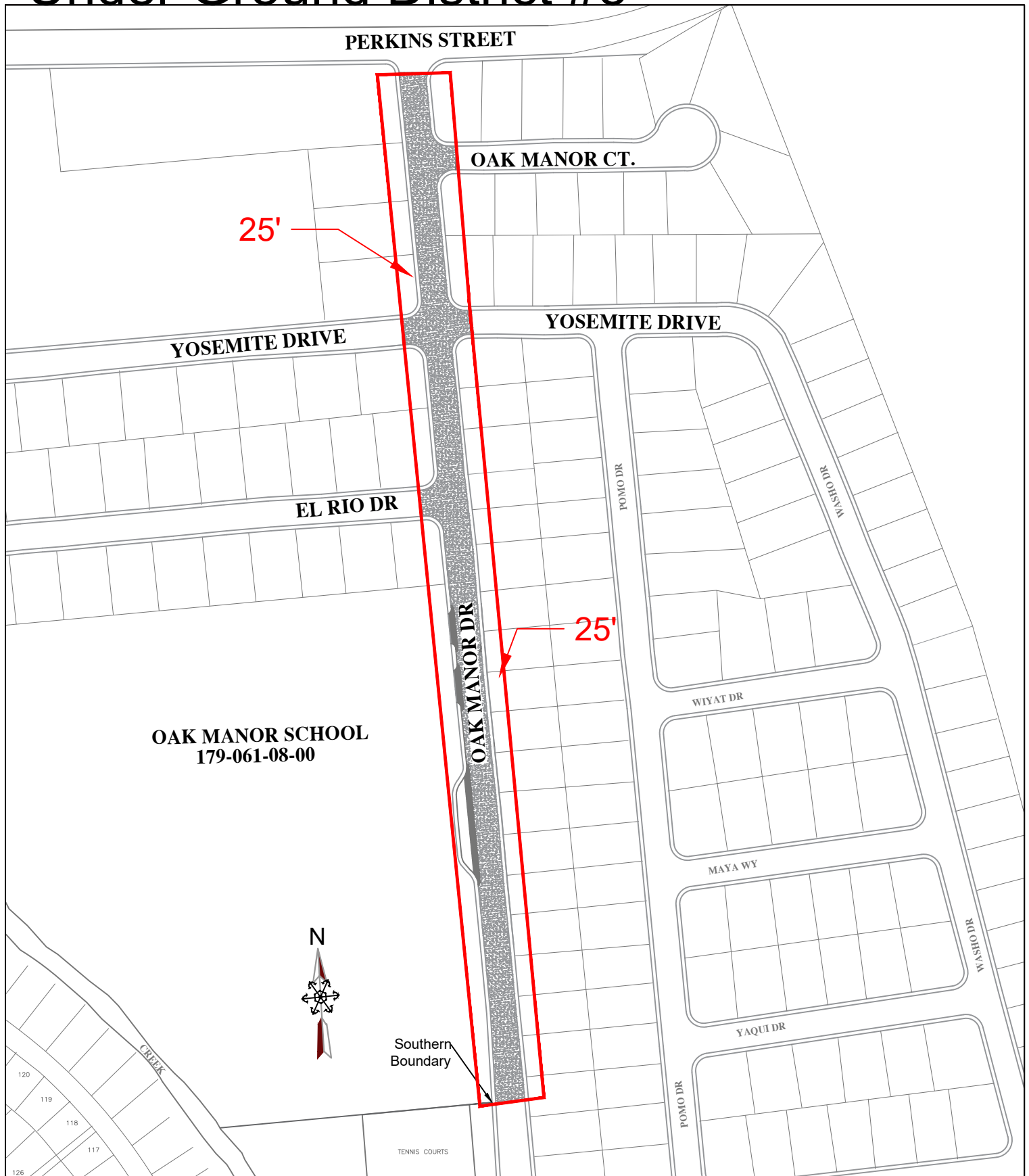

Sage Sangiacomo, City Manager

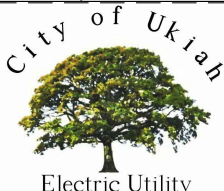
Discussion: The proposed District map (Attachment 1) and description (Attachment 2) outlines the boundary and if established, will require overhead facilities including electric, cable TV and telephone within the Underground District No. 5 to be removed or undergrounded. The project's boundary description reflects a 25' setback from right-of-way lines as described in Attachment 2. In addition, the existing street lights mounted on wood poles with interconnecting overhead wires will be replaced with LED luminaires mounted on steel street light poles with underground supply lines. Existing underground conduit will be used when possible to minimize trenching costs. Additional trenching will occur from the right-of-way to the service equipment on some parcels when necessary. All disturbed areas will be restored to the condition they were in prior to the undergrounding.

On June 20, 2019, in accordance with UCC §3810, the City Clerk gave notice to affected property owners as shown on the last equalized assessment roll of the time, date, location and proposed boundaries of a new Underground District to be known as Underground District No. 5, which encompasses both sides of Oak Manor Drive.

Staff recommends that Council authorize the district be formed, with all utilities jointly paying their allocated costs for undergrounding and for customer equipment adaption costs to receive underground service, approval of boundaries, timeline (Attachment 3) and the adoption of the corresponding Resolution (Attachment 4).

Under Ground District #5



Location:	Oak Manor Dr	Scale	1/16" = 1'-0"
Description:	Proposed Under Ground District #5 Oak Manor Dr.	Date	5/15/2019
Area:	All of Oak Manor Dr including 25' Back of Right Of Way Mark	Grid #	#11
		Drawn By	SBozzoli
		Signature	

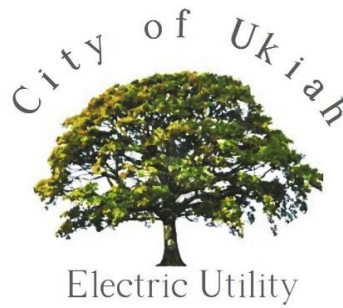


EXHIBIT "1"

CITY OF UKIAH UNDERGROUND DISTRICT #5

BOUNDARY DESCRIPTION

OAK MANOR DRIVE FROM PERKINS ST TO THE SOUTH END OF THE OAK MANOR SCHOOL PROPERTY

Starting at the point of intersection of the Southerly right-of-way of Perkins Street and 25' west of the Westerly right-of-way line of Oak Manor Drive; thence Southerly, parallel with the Westerly right-of-way line of Oak Manor Drive to the south property boundary of Oak Manor School Parcel # 179-061-08-00; thence Easterly, 25' east of the Easterly right-of-way line of Oak Manor Drive; thence Northerly, parallel with the Easterly right-of-way line of Oak Manor Drive to the Southerly right-of-way line of Perkins Street, thence Westerly, to the point of beginning.

Oak Manor Drive Overhead to Underground Conversion Proposed Timeline

- Summer 2018 Project Design and Easement Procurement.
- February 2019 Bid Opening
- February 2019 City Council Award Bid
- Spring 2019 Contractor to install underground infrastructure
- Summer 2020 Ukiah Electric Utility Department install underground facilities
- Fall/Winter 2020 Ukiah Electric Utility to remove overhead facilities
- Spring 2021 AT&T and Comcast install underground facilities
- Summer 2021 AT&T to remove poles.

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING THE
BOUNDARIES AND OTHER PROVISIONS OF UNDERGROUND DISTRICT NO. 5-
ALONG OAK MANOR DRIVE**

WHEREAS,

1. On June 20, 2019, in accordance with UCC §3810, the City Clerk gave notice to affected property owners as shown on the last equalized assessment roll of the time, date, location and proposed boundaries of a new Underground District to be known as Underground District No. 5, which encompasses both sides of Oak Manor Drive, as more fully described in the attached **Exhibit 1**; and
2. Under UCC Sections 3811 and 3820, when the City Council establishes an underground district, it must fix the time within which the removal of poles, overhead wires and associated overhead structures and the underground installation of these facilities shall be completed and when affected property owners must be ready to receive underground service; and
3. On July 3, 2019, the City Council conducted a public hearing in accordance with UCC §3810, to consider establishing Underground District No. 5, its proposed boundaries and the schedule for completing the undergrounding of overhead facilities, including by utilities and property owners within the proposed District. The City Council also considered whether the public necessity, health, safety or welfare requires the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication or similar or associated service within the boundaries, as depicted and described in the attached **Exhibit 1**; and
4. At least ten (10) days prior to the scheduled hearing, notice of such hearing was given to all affected property owners as shown on the last equalized assessment roll and all affected utilities in the manner and for the time required by law; and
6. Such hearing has been duly and regularly held and all persons interested have been given an opportunity to be heard;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council finds that:
 - a. Oak Manor Drive has been designated as a north/south primary access for residence, schools and business.
 - b. The undergrounding to be accomplished will avoid or eliminate heavy concentration of overhead distribution facilities.

- c. Oak Manor Drive is extensively used by the general public and carries a heavy volume of pedestrian and vehicular traffic.
- d. The public necessity, health, safety and welfare require the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication or similar or associated service within the boundaries of Underground District No. 5, as described in the attached **Exhibit 1**.

2. Based on the foregoing findings:

- a. The removal and undergrounding of electrical facilities as herein provided shall apply to all of Underground District No. 5, as described in **Exhibit 1**.
- b. All poles, overhead wires and associated overhead structures shall be removed and underground installation made in Underground District No. 5 within the following times and in the following manner:
 - (1) Underground installation by the utility companies, including the City of Ukiah Electric Department, AT&T and Comcast shall be completed by September 1, 2021;
 - (2) Said utilities shall share equally the costs associated with undergrounding their facilities within the public right of way, including, but not limited to, the costs of removing poles and overhead wires and related facilities, furnishing and installing conduits, conductors and associated equipment, and of trenching, compacting, backfilling, and paving over said facilities;
 - (3) With permission of the property owner, the City Electric Department and the other utilities furnishing service to the property, including AT&T and Comcast, at the expense of the utilities, will install up to 100 feet of underground service lines and related equipment from the public right-of-way along Oak Manor Drive to the service equipment on the property. If the property owner does not consent in a form and within the time satisfactory to the Director of the Electric Department or his or her designee, the property owner shall install those facilities at his or her expense in compliance with specifications and project timeline adopted by the Electric Department.

3. By no later than 10 days after the adoption of this Resolution, the City Clerk shall mail a copy of this resolution and a copy of Ukiah City Code Sections 3800-3855 to affected property owners as shown on the last equalized assessment role and to affected utilities.

PASSED AND ADOPTED on July 3, 2019, by the following roll call vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

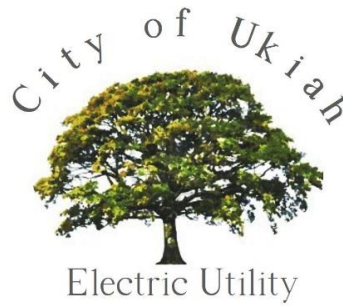


EXHIBIT "1"

CITY OF UKIAH UNDERGROUND DISTRICT #5

BOUNDARY DESCRIPTION

OAK MANOR DRIVE FROM PERKINS ST TO THE SOUTH END OF THE OAK MANOR SCHOOL PROPERTY

Starting at the point of intersection of the Southerly right-of-way of Perkins Street and 25' west of the Westerly right-of-way line of Oak Manor Drive; thence Southerly, parallel with the Westerly right-of-way line of Oak Manor Drive to the south property boundary of Oak Manor School Parcel # 179-061-08-00; thence Easterly, 25' east of the Easterly right-of-way line of Oak Manor Drive; thence Northerly, parallel with the Easterly right-of-way line of Oak Manor Drive to the Southerly right-of-way line of Perkins Street, thence Westerly, to the point of beginning.



AGENDA SUMMARY REPORT

SUBJECT: Annual Review and Possible Approval of a Resolution amending the User Fee Schedule for the Community Services Department Including Recreation Programs, Sports Fields, Parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum.

DEPARTMENT: Community Services

PREPARED BY: Jake Burgess

ATTACHMENTS:

[Attachment 1 - 2019 Draft Resolution & Exhibit A for Community Services User Fees](#)

Summary: City Council will conduct their annual review the user fee schedule for the Community Services Department including Recreation Programs, Sports Fields, Parks, Municipal Pools, Ukiah Valley Conference Center and Grace Hudson Museum. The Community Services Department has completed a review of all user fees to ensure that the desired cost recovery, quality of service, and affordability remain balanced. A few select fees are recommended for adjustment.

Background: The City of Ukiah Community Services Department provides golf, parks, facilities, and programs in a variety of capacities. The Parks Division maintains the park facilities, public picnic areas, park buildings and auxiliary areas such as undeveloped parcels and parking lots.

As a matter of policy, the City Council reviews fees on an annual basis to ensure that the desired cost recovery, quality of service, and affordability remain at a high level. Conducting a regular review of the comprehensive fee schedule has been an important component of budget management. This Public Hearing was noticed in the Ukiah Daily Journal on June 12 and June 18 as well as posted at the Civic Center. The annual review has

RECOMMENDED ACTION: Approval of resolution amending the user fee schedule for Community Services Department Facilities, Programs, and Services.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

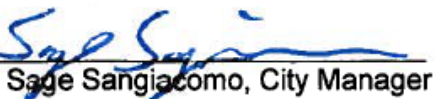
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tami Bartolomei, Kerry Randall, David Burton

Approved:


Sage Sangiacomo, City Manager

assisted staff in monitoring the growth and success of services, planning the marketing and service delivery objectives, and forecasting for each budget cycle. Included is the current fee schedule for parks, facilities, museum, pools, and services in recreation, sports and athletic fields (Attachment 1 - Exhibit A).

Staff utilizes a variety of tools in the review and assessment of fees. As part of this comprehensive process, staff has reviewed existing fees, analyzed operating costs and service levels. The Community Services Department has also conducted fee schedule comparisons with like facilities/programs.

Discussion: It is prudent to review and update user fees for these facilities, programs, and services on a regular basis. Community Services Department has completed a review of all user fees to ensure that the desired cost recovery, quality of service, and affordability remain balanced. Staff is, therefore, asking for approval of Resolution 2019 for fee adjustments (Attachment 1) which are detailed in "Exhibit A", to allow for greater cost recovery rates and greater services to our community members.

SUMMARY OF PROGRAMS

GRACE HUDSON MUSEUM

The Grace Hudson Museum provides art exhibits, educational programs, tours, and workshops. With the adoption of the Community Service Department fee schedule in 2009, the Museum instituted admission fees. Implementing nominal entry fees has helped to recover revenue while continuing to make visiting the Museum a low-cost activity. Not only has the staff been mindful of potential fee-based activities, they are also expanding their partnerships and other resources for revenues. Staff is requesting to establish a policy of free admission for Native Americans with a Tribal Identification Card and military personnel with an active Military Identification Card; this is common with several museums staff surveyed. Staff is also requesting changing the fee categories as follows:

- Children under 8: Free with accompanying adult (no change)
- Youth 8-17: \$3 (new age group fee rate)
- Senior (60+): \$4
- Student (18+ with student ID): \$4
- Adult: \$6 (current fee \$4)
- Eliminating the Pass Punch Card
- Family \$12 (current fee \$10)
- School rate per student: \$3

In addition to the admission fees, the Sun House Guild and Grace Hudson Museum Endowment Fund raise funds to assist in the development of the Grace Hudson Museum and Sun House. Funds raised are used to help support exhibits, programs and conservation/restoration efforts. The Sun House Guild also operates the Grace Hudson Gift Shop that helps support the Museum.

PARKS & FACILITIES

The Ukiah Valley Conference Center coordinates the scheduling and uses of public rental facilities, which includes the Conference Center, Alex Rorabaugh Recreation Center, parks and picnic spaces. Facility rental revenue provides funds for routine maintenance, as well as the ability to provide facility improvements and prepare for long-term capital improvement projects. Community Services staff members work diligently to keep their operating and maintenance costs low and to manage the facilities within budget guidelines. Staff is requesting a fee increases for the Conference Center for weekend rates only. These increases are as follows:

--\$50 rental increase for the Merlot and Zinfandel rooms; these rates would increase from \$250 to \$300.

--The weekend rates for the two larger rooms, Cabernet 1 & Cabernet 2, would increase from \$1,000 to \$1,250.

These adjustments to fees will help to recover costs for operation and maintenance to the Conference Center. Staff is also requesting reducing the deposit fee for rental of the conference room located at the Museum from \$400 to \$200, allowing for more rental opportunities.

UKIAH MUNICIPAL GOLF COURSE

The Golf Division is currently under an operational contract with Tayman Park Golf Group, Inc. for the programming of tee times, tournaments, the Todd Grove room rental, and ongoing maintenance. Fees for golf operations are set by the Tayman Park Golf Group, Inc. and governed through the City's contractual agreement.

Thus, golf related fees are not part of this review.

UKIAH MUNICIPAL POOLS

The pool facility and operation is an important community assets as it provides a safe aquatic environment for recreation and lessons. Over the years, the City Council has maintained a commitment to ensure fees for service at the facility are affordable for all. As such, no fee changes are recommend at this time. The City also provides scholarships to numerous swim lesson participants, which ensures that the fee-based programs are accessible to all.

Management continues to focus on cost control measures. A staff member has been certified to be a Lifeguard, CPR and First Aid trainer, which has helped reduce costs for staffing. Additionally, the public pool hours have been increased. Furthermore, staff continues to explore promotional activities, the marketing of special pool programs, or specialty hours that increase usage of the pool.

RECREATION PROGRAMS & SERVICES

There are many programs and services provided by the Recreation Division. The staff members have successfully operated sports leagues, instructional classes, art-based programs, fitness activities, dog training and much more. There are many formats for the structure of classes, clinics, camps, and leagues. Recreation Division has been tremendously successful in offering specialty camps that are held during a school break holiday and focus on a particular sport. This year, staff has developed a teen summer program for those youth 12 to 15 years old. Recreation programs provide a healthy activity and serve a need for working parents. As with all of the programs, the Youth Scholarships are available to assist with financial needs so that all children can participate. The previously adopted fee ranges remain adequate for pricing programs and no adjustments are needed.

ATHLETIC FACILITIES & SPORTS FIELDS

There are a variety of athletic fields in Ukiah for specific rental uses, and their users include private groups who wish to conduct tournaments. The Recreation staff handles the scheduling of the field rentals, and the revenue helps to offset the maintenance costs. No adjustments are proposed for this category.

The City has not charged Ukiah-based sports leagues such as baseball, football, and soccer for the use of athletic fields. It would be cost prohibitive to the youth programs to pay a facility usage fee. Staff continues looking for new ways to increase revenue to offset the ongoing maintenance costs.

RESOLUTION 2019-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
AMENDING USER FEE SCHEDULE FOR COMMUNITY SERVICES
DEPARTMENT FACILITIES, PROGRAMS AND SERVICES**

WHEREAS, the City of Ukiah owns, manages, maintains, and provides facilities, programs and services for public use; and

WHEREAS, community members and private organizations request the use of facilities and participate in these programs or services; and

WHEREAS, the use of facilities and the participation in programs or services necessitates a need for fees which have been established to provide for maintenance, utilities and other operational expenses; and

WHEREAS, the City Council may from time to time consider fee adjustments in order to continue operation of facilities, programs and services in a fiscally responsible manner; and

WHEREAS, the City Council conducted a public hearing and has heard public comment on these issues,

NOW, THEREFORE, BE IT RESOLVED that the City Council amend the Community Services Department Fee Schedule as attached in Exhibit "A", which is incorporated herein.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Mayor, Maureen Mulheren

Kristine Lawler, City Clerk

COMMUNITY SERVICES DEPARTMENT			
A. UKIAH MUNICIPAL GOLF COURSE			
Facility Managed by Tayman Park Golf Group, Inc.			
B. PARK AND FACILITY RENTALS			
1. Todd Grove Room Rental Facility Managed by Tayman Park Golf Group, Inc.			
Facility located at 599 Park Blvd, Managed by Tayman Park Golf Group, Inc.			
2. Grace Hudson Museum Meeting Room Rentals			
Facility located at 431 S Main Street.			
Capacity: 49 Assembly/Dining with Kitchen Facility			
Primary Use: Small Gatherings, Meetings, Workshops			
Fee Category/Description	Current Fees	Proposed Fees	
Public/Private Rental			
All Types of Use			
Refundable Deposit	400	200	
Businesses & Individuals			
Daily Rate	450	450	
Non Profit or Government Agencies			
Daily Rate	250	250	
3. Civic Center Council Chamber Rental			
Facility located at 300 Seminary Ave.			
Capacity: 141 in Council Chambers			
Primary Use: Meetings and Lectures			
Fee Category/Description		Current Fees	
Public/Private Meeting			
Refundable Deposit		200	
Business Hours: Monday - Friday 8am-5pm			
Daily Rate		150	
Evening Hours: Monday-Friday 5pm-9pm			
Daily Rate		250	
Additional Hours after 9pm			
Per Hour		50	
Services			
Equipment Use: Projector, Screen, Sound Sytem		50-100	

COMMUNITY SERVICES DEPARTMENT		
B. PARK AND FACILITY RENTALS (Continued)		
	4. Park Facility Rental: Picnic Area and Other Uses	
	Parks that are have rental areas include:	
	Todd Grove Park at 600 Live Oak	
	Vinewood Park at 1260 Elm Street	
	Oak Manor Park at 500 Oak Manor Drive	
	Primary Use: Gatherings, Picnics, BBQ's, etc.	
	Fee Category/Description	
	Current Fees	
	Park & BBQ Rate	
	1-50 People	100
	50-100 People	200
	100+ People	300
	Access to Electricity	75
	5. Alex R Thomas Plaza & School Street	
	Facility located at 310 S State Street	
	Primary Uses: Large Gatherings, Fundraising Events, Music, Vendors, Booths	
	Fee Category/Description	
	Current Fees	
	All Types of Use for the Entire Plaza including Stage & Pavilion	
	Refundable Deposit	300
	Businesses & Individuals	
	Daily Rate	450
	Non Profit or Government Agencies	
	Daily Rate	350
	Additional Equipment provided by City	
	Daily Rate	50-75
	Expanded Use: Street Closure and/or School Street Electricity	
	Daily Rate	100
	Use of Plaza Speaker and/or School Street Speaker System	
	Deposit	500
	Operator Set-Up	100
	Hourly Use Rate	100

COMMUNITY SERVICES DEPARTMENT		
C. UKIAH VALLEY CONFERENCE CENTER		
1. Room Rentals		
Daily Rate applies Monday through Friday 8:00am-5:00pm		
Non Profit Rate applies to the Daily Rate only when applicable		
Evening/Weekend Rate applies Monday through Friday after 5pm & Saturday or Sunday		
Fee Category/Description	Current Fees	Proposed Fees
Red Rooms: Cabernet 1, Cabernet 2, Merlot & Zinfandel		
Up to 300 people Dining or 400 Theater/Assembly		
Daily Rate	1750	1750
Evening/Weekend Rate	3000	3000
Non Profit Daily Rate	1500	1500
Cabernet 1 & Merlot or Cabernet 2 and Zinfandel		
Cabernet 1 or 2		
From 1 to 125 people Dining/Classroom or 175 Theatre/Assembly		
Daily Rate	700	700
Evening/Weekend Rate	1000	1250
Non Profit Daily Rate	1000	600
Add Merlot Room or Zinfandel Room	250	300
Chenin Blanc Room		
From 1 to 40 people		
Daily Rate	400	400
Evening/Weekend Rate	600	600
Non Profit Daily Rate	300	300
Riesling Room		
From 1-20 people		
Daily Rate	200	200
Evening/Weekend Rate	250	250
Non Profit Daily Rate	175	175
Chardonnay Room		
From 1-20 people		
Daily Rate	200	200
Evening/Weekend Rate	250	250
Non Profit Daily Rate	175	175
Merlot or Zinfandel Room		
From 1-20 people		
Daily Rate	200	200
Evening/Weekend Rate	250	250
Non Profit Daily Rate	175	175
Kitchen Use Fee	300	300
The Conference Center provides a variety of rentals, rooms and services. The listed rates are for small conferences, seminars and educational trainings. Rates for banquets, receptions, fund raisers and festive occasions will be priced according to client requirements. Additionally, the Conference Center Administrator may provide promotional rates or discounts for multiple bookings.		

COMMUNITY SERVICES DEPARTMENT		
D. GRACE HUDSON MUSEUM & SUN HOUSE		
Facility located at 431 S Main Primary Use: Art museum with educational presentations, tours, workshops.		
1. Use Rates		
Fee Category/Description	Fee Range Approved by Council 2013	Proposed fees
Admission Rates		
Child under 8	1-7	0 (with adult)
Youth ages 8-17	N/A	3
Student 18+ w/ ID	N/A	4
Adult	1-10	6
Senior	1-5	4
Family	1-10	12
School Rate per student	1-3	3
Active Military Personnel	N/A	0
Native American w/ Tribal ID	N/A	0
E. UKIAH MUNICIPAL POOLS USER FEES		
Facility located at 591 Park Blvd. Primary Use: Open during the summer months for "drop-in" use during public swim hours. Programming includes swim lessons, trainings, aqua fitness classes, and more.		
1. Use Rates		
Fee Category/Description	Fee Range Approved by Council 2013	Current Fees
Public Swim Rates		
Children 0-5 years old	3-7	5.00
Children 6-17 years old	3-7	5.00
Adults 18+	3-7	5.00
Children 30 Pass Punch Card	3-7	5.00
Adult 30 Pass Punch Card	100-140	80.00
	100-140	80.00
2. Swim Lesson Rates		
Fee Category/Description	Fee Range Approved by Council 2013	Current Fees
Traditional Swim Lesson Program		
2-week session	50-80	60
Other Aquatic Based Programs		
Aqua fitness classes, clinics, camps, etc.	1-200	1-200
3. Private Facility Use		
Use: A Private Pool Use includes exclusive use for both pools with lifeguards		
Fee Category/Description		Current Fees
2-hour period, exclusive use		200-400

COMMUNITY SERVICES DEPARTMENT		
F. RECREATION PROGRAMS AND SERVICES		
1. Youth Sports Leagues		
Qualifying participants can utilize the Youth Scholarship program for a reduced fee.		
Fee Category/Description	Fee Range Approved by Council 2013	Current Fees
Youth Sports Team Sponsor		
Business Sponsorship Fee	100-300/team	100-300/team
Girls Youth Softball		
Individual Player Fee	55-85	60-85
Youth Basketball		
Individual Player Fee	55-85	60-85
Other Sports		
Individual Player Fee	20-100	20-100
2. Adult Sports League		
Fee Category/Description	Fee Range Approved by Council 2013	Current Fees
Adult Sports Team Sponsor		
Business Sponsorship Fee	200-500/team	200-500/team
Adult & Co-ed Softball		
Individual Player Fee	25-60	25-60
Adult Basketball		
Individual Player Fee	25-60	25-60
3 on 3 Basketball League		
Team Fee	50-200	50-200
Other Sports		
Individual Player Fee	25-60	25-60
Other Sports		
Team Fee	50-500	50-500
3. Classes and Recreation Fees		
Fee Category/Description	Fee Range Approved by Council 2013	Current Fees
Contract Instructor Classes		
Registration for one participant	0-1,000 per class	0-1,000 per class
Clinics, Workshops, Trainings, Specialty Camps		
Registration for one participant	0-500 per class	0-500 per class
Recreation Guide Advertising Rates		
1/8 page - full page	0-1,000	0-1,000
4. State Street Banner Program		
Fee Category/Description		Current Fees
State Street Banner		
Banner Fee		100

COMMUNITY SERVICES DEPARTMENT		
G. ATHLETIC FACILITIES AND SPORTS FIELDS		
1. Athletic Fields		
Ukiah Sports Complex		
Facility located at 905 City Well Road, at River Street off Hwy 101		
Amenities: 3 Softball Fields, Lighting, Concession Facilities and Restrooms		
Primary Use: Sports Leagues, Tournaments		
Fee Category/Description		Current Fees
Field Use		
One Field		150/day
Lighting for One Field		50/day
Refundable Deposit		1000
Other Park Locations with Athletic Field		
Fee Category/Description		Current Fees
Field Use		
One Field		150/day
Lighting for One Field		50/day
Refundable Deposit		500
Athletic Fields are used for a variety of functions such as tournaments, fundraisers, and league play. Facility use will be priced according to client requirements. Additionally, the Assistant City Manager/Director of Community Services or designee may provide promotional rates or discounts for multiple bookings.		



AGENDA SUMMARY REPORT

SUBJECT: Receive Report Regarding One-time Review of Ordinance for the Regulation of Shopping Cart Containment and Retrieval and Provide Direction as Necessary.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter

ATTACHMENTS:

[Attachment 1- Ordinance No. 1187 Shopping Cart Containment and Retrieval](#)

[Attachment 2- Ordinance No. 1191 - Amending Shopping Cart Containment and Retrieval Ordinance](#)

[Attachment 3- Sample letter to businesses- shopping carts](#)

[Attachment 4- Shopping Cart Plan form](#)

[Attachment 5- Warning notice non-compliance shopping cart plans](#)

[Attachment 6- Final warning letter sample](#)

Summary: City Council will receive a report from Staff regarding the one-time review of the ordinance for the regulation of shopping cart containment and retrieval, Ordinance No. 1187.

Background: On April 4, 2018, City Council adopted Ordinance No. 1187 (Attachment 1), an ordinance adding Article 8 to Chapter 2, Division 2 and Article 11 to Chapter 1, Division 7 of the Ukiah City Code (UCC) to regulate shopping cart containment and retrieval. Ordinance No. 1187 included enforcement provisions for both the Ukiah Police Department and Community Development Department. An amendment to Ordinance No. 1187 amending UCC Sections 6096 and 6098 to more closely parallel the Business and Professions Code Section 22435.2 and avoid preemption issues was adopted by Council on December 5, 2018, through Ordinance No. 1191 (Attachment 2).

RECOMMENDED ACTION: Receive report from Staff and provide direction as 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: Chief Justin Wyatt, Ukiah Police Department; Darcy Vaughn, Assistant City Attorney

Approved: _____


Sage Sangiacomo, City Manager

Council requested a one-time review of the Ordinance be completed one year after the ordinance became effective. This staff report discusses the effectiveness of the Ordinance in accomplishing what Council and the shopping cart ad hoc group set out to achieve through an analysis of the outreach and enforcement efforts completed by both the Ukiah Police Department and Community Development Department, as well as an analysis of administration and implementation of the Ordinance and an overall evaluation.

Discussion: Ordinance No. 1187 became effective May 4, 2018. On May 9, 2018, the Community Development Department (CDD) released packets to each of the 20 businesses affected by the ordinance. The packets contained a letter (Attachment 3) informing businesses of the new ordinance and a shopping cart plan form (Attachment 4) for the businesses' completion. The shopping cart plan form was developed by CDD to summarize all the requirements for businesses in the ordinance, as well as making it easier for the businesses to come into compliance with the ordinance.

During discussion related to development of the ordinance, ad hoc members had suggested a 90-day grace period for businesses to submit shopping cart plans, to start on the date the ordinance became effective. After 90 days, CDD was to pursue enforcement actions as outlined in Section 2385 of the ordinance. 90 days after the May 4 effective date was August 7, 2018.

At the end of the 90-day grace period, August 7, compliance statistics were as follows:

- 4 shopping cart plans had been received.
- Of the 4 plans received, 2 plans met ordinance requirements and were approved by CDD.
- No shopping cart plans received from 16 businesses.

As of August 7, two businesses (10%) were in compliance out of a total of 20 businesses. From August to December, CDD devoted significant efforts to attempt to secure a higher rate of compliance. Below is a summary of these efforts, and results:

1) Phone call outreach campaign. CDD Staff made multiple attempts to contact all store owners and general managers of non-compliant businesses. The number of phone calls to businesses ranged from a low of 2 calls per business to a high of 18, and averaged 9 calls per business. This calling campaign occurred in August. Two additional businesses submitted plans during this time period, and these plans were approved.

2) Release of a first warning letter (Attachment 5) to businesses still out of compliance after completion of the calling campaign. The letter was followed up with additional phone calls to the businesses. An additional six plans were submitted as a result of this effort, and all six plans were approved.

3) A final warning letter (Attachment 6) to the 10 businesses still out of compliance as of December 3, 2018. The final warning letter was also the start of the code enforcement proceedings and was referenced as a Notice of Violation. Shopping cart plans for four businesses were received/approved after this letter was sent.

As of January 1, 2019, 14 businesses (70%) were in compliance with shopping cart plan requirements under Ordinance No. 1187. The remaining six businesses were referred to the City Attorney's Office for code enforcement legal proceedings. On January 15, 2019, the City Attorney sent letters to these six businesses. Two of the businesses sent enforcement letters were brought into compliance after receiving the letters, but as of June 26, 2019, four businesses are still out of compliance. The City Attorney's Office is currently analyzing additional options for bringing these remaining four businesses into compliance with Ordinance No. 1187.

Additionally, in coordination with the Ukiah Police Department and City Manager's Office, a warning letter was sent by CDD to one business that had not retrieved abandoned shopping carts after 8 service requests were sent to the business by the City.

Overview of compliance efforts specific to Ukiah Police Department: After the ordinance effective date of May 4, 2018, the Ukiah Police Department (UPD) conducted an extensive abandoned cart retrieval effort with assistance from the Public Works Department. The retrieval effort was coordinated with CDD's shopping cart packet release to businesses in order to maximize the initial impact of the ordinance. According to UPD officers, this coordinated approach significantly reduced the number of abandoned shopping carts in Ukiah. There were a total of 17 citations issued during the period of June 1, 2018 to June 19, 2019, for abandoned shopping carts, and no citations were issued for repeated violations (UPD does note that although these numbers are believed to be accurate, the data may not be precise as multiple issues can be addressed on one call, including a shopping cart citation).

Overall Evaluation of Ordinance:

According to the Ukiah Police Department, there has been a significant reduction in the number of abandoned shopping carts citywide, and abandoned cart retrieval efforts are now manageable. UPD believes this to be a direct result of the Ordinance- because businesses are now required to manage their carts (through shopping cart plans). Overall, it appears Ordinance No. 1187 was effective in accomplishing the intentions of the ad hoc committee and reducing the number of abandoned carts citywide- as well as reducing the impact on UPD officers related to cart retrieval.

However, enforcement efforts increased for both the Community Development Department and City Attorney's Office. CDD Staff estimates enforcement efforts per business of 10-15 hours- though it is difficult to pinpoint an exact number as hours were only roughly tracked after early outreach efforts were not successful. Additionally, only 10% of businesses achieved compliance within the 90-day grace period- and after one year this percentage has increased to 80%, leaving 4 businesses that have still not achieved full compliance.

These two points deserve consideration, as the Ordinance requires businesses to renew shopping cart plans every two years. Staff will be developing a proposed renewal fee or other cost recovery measure for the City Council's consideration when the Department brings forward its fee schedule for annual review.

ORDINANCE NO. 1187

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING ARTICLE 8 TO CHAPTER 2, DIVISION 2 AND ARTICLE 11 TO CHAPTER 1, DIVISION 7 OF THE UKIAH CITY CODE TO REGULATE SHOPPING CART CONTAINMENT AND RETRIEVAL

The City Council of the City of Ukiah ordains as follows:

SECTION ONE. FINDINGS AND DECLARATION OF INTENT:

The City Council of the City of Ukiah hereby finds and declares as follows:

1. Abandoned shopping carts constitute a nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the City.
2. The accumulation of wrecked, dismantled and abandoned shopping carts on public and private property also tends to create conditions that reduce property values, promoting blight and deterioration in the City.
3. The intent of this Ordinance is to ensure that measures are taken by businesses that own and use shopping carts to prevent the removal of shopping carts from store premises.
4. This Ordinance is based in part on California Business and Professions Code section 22435 and following.

SECTION TWO. Article 8, entitled "Shopping Cart Containment and Retrieval" is added to Chapter 2, Division 2 of the Ukiah City Code and shall read as follows.

ARTICLE 8. SHOPPING CART CONTAINMENT AND RETRIEVAL

Sections:

- 2380 Applicability.
- 2381 Definitions.
- 2382 Prohibitions.
- 2383 Shopping cart identification signs.
- 2384 Shopping cart plan.
- 2385 Enforcement.

§2380 Applicability.

This Article applies to:

- A. Each business owner in the City that provides shopping carts for customer use on the business premises; and
- B. Any person who removes or who is in possession of or who has abandoned an off- site shopping cart.

§2381 Definitions.

Administrator means the Director of Planning and Community Development or his or her designee.

Business owner or *owner* means one or more persons or any legal entity, such as, but not limited to, a corporation, limited liability company, partnership or association that owns a business that provides shopping carts for customer use on the premises.

Off-site shopping cart means a shopping cart that has been removed from the premises where it belongs in violation of the requirements of this Article.

Premises means the entire area owned or under the control of a business owner, including the parking area and for businesses in a shopping center or other development where common areas serve more than one business, the common area shared by the business with other businesses in the development.

Shopping cart or *cart* means a basket or a similar device which is mounted on wheels and is generally owned and used as part of a retail establishment and used by a customer for transporting goods.

Shopping cart plan means a document submitted to the City by the business owner, under Ukiah City Code Section 2384.C.

§2382 Prohibitions.

A. Prohibitions Applicable to Business Owners. It is unlawful and a violation of this Article for a business owner to:

1. Fail to affix an identifying sign to each shopping cart;
2. Fail to submit a shopping cart plan or request for exemption in conformance with Ukiah City Code Section 2384.B;
3. Fail to comply with an approved shopping cart plan; or
4. Allow or authorize a shopping cart to be removed from the premises, except to allow for shopping carts to be serviced or repaired by a qualified and licensed company off-site.

B. Other Prohibitions. It is unlawful and a violation of this Article for a person to:

1. Remove a shopping cart from the premises where it belongs; or
2. Possess an off-site shopping cart; or
3. Abandon an off-site shopping cart; or
4. Alter, convert, or tamper with a shopping cart, or remove any part or portion thereof or remove, obliterate or alter an identifying sign or serial numbers on a shopping cart.

§2383 Shopping cart identification signs.

The business owner shall have a sign permanently affixed to each cart in a prominent location.

The sign shall include all of the following information:

- A. The identity of the owner of the cart or the business, or both;
- B. The valid address or phone number of the business for returning the cart to the owner or business;
- C. Notice to the public that the unauthorized removal of the cart from the premises or the unauthorized possession of the cart is a violation of state law and of the Ukiah City Code; and
- D. Notice to the public that there shall be no authorized removal of the cart from the premises.

§2384 Shopping cart plan.

- A. General requirement. Each owner of a business shall submit to the Administrator, obtain approval from the Administrator, and effectively implement a shopping cart plan in accordance with this Article.
- B. Exemptions. A business owner is exempt from this Article, for two years at a time, if the owner submits an exemption request and meets all of the following requirements:
 - 1. The business has effective restraints that prohibit any carts from exiting the premises or from operating off the premises. Examples of such effective restraints include but are not limited to: poles attached to carts to keep them from passing a certain point; electronic wheel locks on all carts which prevent wheels from rolling past the perimeter of the premises; physical constraints such as bollards; and continuous use of courtesy clerks to accompany customers and return the carts to the store.
 - 2. The business secures all shopping carts during the hours the business is closed by storing carts inside or locking them outside.
- C. Contents of the shopping cart plan. The shopping cart plan shall include all of the following elements:
 - 1. Name, address and telephone number of the business, the business owner and the name and telephone number of the on-site manager.
 - 2. The number of on-site shopping carts, and a description of how the business owner intends to comply with the requirements for sign identification on carts.
 - 3. Public notices. A description of a customer education process by which the business owner will inform customers that the removal or off-site possession or abandonment of carts is a violation of state law and this Article. This information may include business signs posted in prominent places, flyers, warnings on shopping bags, direct mail, in-

store announcements, or other means demonstrated to be effective. Public notice to customers shall include signage permanently affixed to each shopping cart that identifies the owner of the cart or the retailer, or both, as set forth in Business & Professions Code Section 22435.1 and Section 2383 of this Code.

4. Employee training. A description of an annual (or more frequent) employee training program to educate existing and new employees about the shopping cart plan.
5. Loss prevention. A description of the measures that the business owner will implement to prevent the removal of shopping carts from the premises. These measures may include any of those listed in subsection B of this section or use of security personnel to prevent removal, security deposit for use of a cart, or other measures demonstrated to be effective.
6. Cart retrieval. A plan for mandatory retrieval of off-site shopping carts on at least a weekly basis, and within three business days of notice from the City under Ukiah City Code Section 2385.A. The Administrator may require retrieval on a more frequent time schedule based on the number of off-site carts from the business requiring retrieval. Cart retrieval may be done by the business owner, business employees or agents, or a cart retrieval service contracted for by the business owner or by a combination of owners. A business owner is not required to retrieve an off-site cart in someone's possession and containing personal property of the person.
7. Implementation: The plan shall describe the measures the owner intends to take to prevent the removal of shopping carts from the premises, to retrieve off-site shopping carts on at least a weekly basis, and to modify these measures should they result in circumstances that would justify revocation of the plan as set forth in Subsection G of this Section.

D. Administrator review. Within 30 days after a shopping cart plan is submitted, the Administrator shall render a decision to approve or deny the plan, or to request additional information. If a plan is rejected as incomplete or inadequate, or if additional information is needed, the Administrator shall notify the owner in writing. The owner has 30 days from the date such notification is given to submit the additional information or a complete or adequate plan, as the case may be.

The Administrator may deny a plan on any of the following grounds:

1. The plan fails to include the information required under this Article or fails to adequately address the required elements.
2. The plan fails to meet the standards contained in Subdivision C.5 to prevent removal of carts.
3. Implementation of the plan violates this Article, or a local, state or federal law.
4. The owner knowingly makes a false statement in or omits material facts from the plan, or any amendment.

E. Plan modification. The owner may submit a plan modification of any previously approved

shopping cart plan to address changed circumstances or to modify ineffective provisions. The Administrator shall review and consider the modification in the same manner set forth in Subsection D of this Section.

F. Biennial renewal. Every two years a business owner may renew an exemption or a previously approved shopping cart plan, without modification, if no more than six of the owner's shopping carts have been found off-site within the previous three months. The owner shall submit a written application for renewal by July 1st, together with the owner's statement that no more than six of the business's shopping carts have been found off-site within the previous three months.

G. Denial or revocation. The Administrator may revoke a plan approved under Subsection D of this Section, deny a renewal under Subsection F of this Section, or revoke an exemption granted under Subsection B of this Section if:

1. A shopping cart has been found on public property on seven or more occasions within the prior three-month period;
2. The owner has failed to comply with a provision of this Article;
3. The owner has knowingly made a false statement or failed to disclose material information in an application, an amendment or a report required or provided under this Article.

§2385 Enforcement.

A. Retrieval. Whenever the Administrator notifies a business owner of an off-site cart, either verbally or in writing, the owner shall retrieve the cart within three business days.

B. Violations.

The following will be subject to any enforcement procedures permitted by law, as set forth in Subsection C of this Section:

1. An owner who violates this Article or a provision of the owner's approved shopping cart plan;
2. A person who removes or possesses or abandons a shopping cart off-site;
3. A person who alters, converts, or tampers with a shopping cart; or
4. An owner of real property who allows off-site carts to remain on his, her or its real property.

C. The enforcement procedures permitted by law for violations of this Article include:

1. Revocation of an exemption under Ukiah City Code Section 2384.B.
2. The requirement for a stricter shopping cart plan.

3. Prosecution as a misdemeanor under the authority of California Business and Professions Code sections 22435.2, 22435.3 or 22435.13 or Section 6098 of this Code.
4. Imposition of a fine not exceeding (1) one hundred dollars (\$100.00) for a first violation, (2) two hundred dollars (\$200.00) for a second violation within the same year, and (3) five hundred dollars (\$500.00) for each additional violation within the same year.
5. Procedures for abatement of a nuisance under Ukiah City Code Sections 3452.K and 3402.A, the civil and criminal penalties in Ukiah City Code Section 3424, and any other applicable administrative procedures contained in the Ukiah City Code.
6. Civil action for enforcement, including to abate a public nuisance by injunction, the City Council declaring that a violation of this Article constitutes a public nuisance.
7. Proceedings for revocation of a use or site development permit, if applicable.

These enforcement procedures and penalties are cumulative with each other and any other remedy available at law or in equity, and are not mutually exclusive. Any one or more of them may apply and be used or charged in response to a single violation of this Article.

SECTION THREE. Article 11, entitled "Shopping Carts" is added to Chapter 1, Division 7 of the Ukiah City Code and shall read as follows.

ARTICLE 11. SHOPPING CARTS

Sections:

6096 Unauthorized removal, alteration, or possession of a shopping cart.

6097 Definitions.

6098 Penalty for Violation.

§6096 Unauthorized removal, alteration, or possession of a shopping cart.

It is unlawful and a public nuisance for any person to:

- A. Remove a shopping cart from the business premises where it belongs; or
- B. Possess or abandon an off-site shopping cart; or
- C. Alter, convert, or tamper with a shopping cart, remove any part or portion thereof or remove, obliterate or alter an identifying sign or serial numbers on a cart.

§6097 Definitions.

All terms in this Article shall have the meaning stated in Section 2381 of this Code.

§6098 Penalty for Violation.

In addition to the penalty prescribed in Business and Professions Code Section 22435.3 or any amendment thereof, a violation of this Article is a misdemeanor, subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment in the County jail for a period not exceeding

three (3) months, or by both such fine and imprisonment.

SECTION FOUR.

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

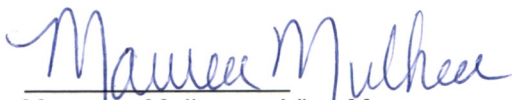
This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on March 21, 2018, by the following roll call vote:

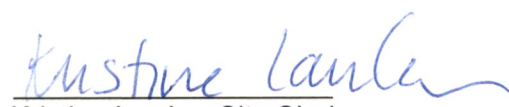
AYES: Councilmembers Brown, Scalmanini, Crane, Mulheren, and Mayor Doble
NOES: None
ABSENT: None
ABSTAIN: None

Adopted on April 4, 2018, by the following roll call vote:

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


Maureen Mulheren, Vice Mayor

ATTEST:


Kristine Lawler, City Clerk

ORDINANCE NO. 1191

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING ARTICLE 11 TO CHAPTER 1, DIVISION 7 OF THE UKIAH CITY CODE TO REGULATE ENFORCEMENT OF SHOPPING CART CONTAINMENT AND RETRIEVAL ORDINANCE.

The City Council of the City of Ukiah ordains as follows:

SECTION ONE. Article 11, entitled "Shopping Carts" in Chapter 1, Division 7 of the Ukiah City Code shall be amended to read as follows.

ARTICLE 11. SHOPPING CARTS

Sections:

6096 Unauthorized removal, alteration, or possession of a shopping cart.

6097 Definitions.

6098 Penalty for Violation.

§6096 Unauthorized removal, alteration, or possession of a shopping cart.

It is unlawful and a public nuisance for any person to do any of the following acts, if a shopping cart or laundry cart has a permanently affixed sign in compliance with Section 2383 of this Code:

A. Remove a shopping cart from the business premises where it belongs, with the intent to temporarily or permanently deprive the business owner or business of possession of the cart; or

B. Possess or abandon an off-site shopping cart, with the intent to temporarily or permanently deprive the business owner or business of possession of the cart; or

C. Alter, convert, or tamper with a shopping cart, remove any part or portion thereof or remove, obliterate or alter an identifying sign or serial numbers on a cart, with the intent to temporarily or permanently deprive the business owner or business of possession of the cart.

§6097 Definitions.

All terms in this Article shall have the meaning stated in Section 2381 of this Code.

§6098 Penalty for Violation.

Any person who knowingly or willfully violates any provision of this Article is guilty of a misdemeanor.

SECTION FOUR.

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of

this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

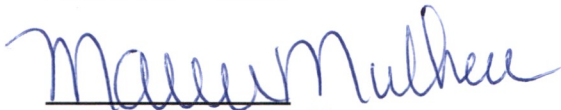
This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on November 7, 2018, by the following roll call vote:

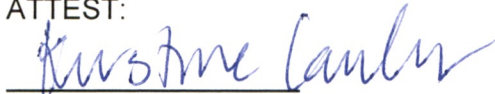
AYES: Councilmembers Brown, Scalmanini, Crane, Mulheren, and Mayor Doble
NOES: None
ABSENT: None
ABSTAIN: None

Adopted on December 5, 2018, 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



May 7, 2018

Name
Address
Ukiah, CA 95482

Re: City of Ukiah Shopping Cart Ordinance, No. 1187

Dear _____,

We are writing to inform you of a new ordinance that may affect your business.

The Ukiah City Council adopted a shopping cart ordinance on April 4, 2018 and the ordinance became effective May 4. Certain requirements in the shopping cart ordinance pertain to businesses that provide shopping carts for customer use on the business premises.

In an effort to help reduce shopping cart theft and the visual blight that is caused by stray shopping carts, the new shopping cart ordinance requires submittal of a shopping cart plan to the City of Ukiah's Administrator- the Community Development Department Director. The plan must include all of the elements listed in Section §2384C of the ordinance.

To assist your business in complying with the new ordinance, we have enclosed a form for your completion. The form contains all required elements in the shopping cart plan. Once the form is completed in entirety and signed and dated by an authorized representative of your business, please return the form plus any supporting documentation to the City of Ukiah.

The enclosed form must be received by the Community Development Department no later than 90 days after May 4, 2018, or by August 7, 2018. You may email or mail your shopping cart plan. If you would prefer an electronic version, please email us at planning@cityofukiah.com.

Please give me a call at 463-6219 or send an email to cschlatter@cityofukiah.com if we can be of any assistance as you complete your shopping cart plan.

Sincerely,

Craig Schlatter
Community Development Director

Enclosures: (1) Business Shopping Cart Plan
(2) Shopping Cart Ordinance, No. 1187

Office Use Only

Date Rec. _____

Date App. _____

(Business Owner Letterhead)

SHOPPING CART PLAN**1. BUSINESS IDENTIFICATION**

 Name of Business Address Ukiah, CA 95482

 Name of Business Owner (list corporate name if not a person)

 Name of On-Site Manager Telephone Number Email address (if applicable)

2. SHOPPING CART INFORMATION

Number of on-site shopping carts: _____

Description of how the business owner intends to comply with the requirements for sign identification on the carts (please see below for details from the ordinance):

Section §2383 Shopping cart identification signs.

The business owner shall have a sign permanently affixed to each cart in a prominent location. The sign shall include all of the following information:

- A. The identity of the owner of the cart or the business, or both;*
- B. The valid address or phone number of the business for returning the cart to the owner or business;*
- C. Notice to the public that the unauthorized removal of the cart from the premises or the unauthorized possession of the cart is a violation of state law and of the Ukiah City Code; and*
- D. Notice to the public that there shall be no authorized removal of the cart from the premises.*

3. PUBLIC NOTICES

Per Business & Professions Code Section 22435.1 and Section 2383 of this ordinance, public notice to customers must include signage permanently affixed to each shopping cart that identifies the owner of the cart or the retailer, or identifies both the owner and retailer.

In the spaces that follow, please briefly describe the customer education process by which the business owner will inform customers that the removal or off-site possession or abandonment of

 (Business Name)
 Shopping Cart Plan

Office Use Only Date Rec. _____ Date App. _____
--

carts is a violation of state law and the ordinance. This type of description may include business signs posted in prominent places, flyers, warnings on shopping bags, direct mail, or in-store announcements.

4. EMPLOYEE TRAINING

Please provide a description of an annual (or more frequent) employee training program to educate existing and new employees about the shopping cart plan. Attach supplementary training program materials if necessary or applicable.

5. LOSS PREVENTION

Describe the measures the business owner will implement to prevent the removal of shopping carts from the premises. These measures may include any of those listed in **subsection B** (see below), use of security personnel, the requirement of a security deposit for use of a cart, or other measures demonstrated to be effective.

Subsection B. Exemptions. *A business owner is exempt from this Article, for two years at a time, if the owner submits an exemption request and meets all of the following requirements:*

- 1. The business has effective restraints that prohibit any carts from exiting the premises or from operating off the premises. Examples of such effective restraints include but are not limited to: poles attached to carts to keep them from passing a certain point; electronic wheel locks on all carts which prevent wheels from rolling past the perimeter of the premises; physical constraints such as bollards; and continuous use of courtesy clerks to accompany customers and return the carts to the store.*

Office Use Only Date Rec. _____ Date App. _____
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2. *The business secures all shopping carts during the hours the business is closed by storing carts inside or locking them outside.*

6. CART RETRIEVAL PLAN

In the spaces below, describe the business owner's plan for retrieval of off-site shopping carts. Per Ukiah City Code Section 2385A, retrieval is mandatory and must be on at least a weekly basis and within three days of notice from the City's Administrator.

Cart retrieval may be done by the business owner, business employees or agents, or a cart retrieval service contracted for by the business owner or by a combination of owners. A business owner is not required to retrieve an off-site cart in someone's possession and containing personal property of the person.

7. IMPLEMENTATION MEASURES

Please describe the measures the owner intends to take to prevent the removal of shopping carts from the premises, to retrieve off-site shopping carts on at least a weekly basis, and to modify these measures should they result in circumstances that would justify revocation of the plan as set forth in **Subsection G** (see below).

G. Denial or revocation. *The Administrator may revoke a plan approved under Subsection D of this Section, deny a renewal under Subsection F of this Section, or revoke an exemption granted under Subsection B of this Section if:*

1. *A shopping cart has been found on public property on seven or more occasions within the prior three-month period;*
2. *The owner has failed to comply with a provision of this Article;*
3. *The owner has knowingly made a false statement or failed to disclose material information in an application, an amendment or a report required or provided under this Article.*



September 17, 2018

Name of Business
Store Manager/Contact Name and Title
Address
City, State, Zip

Subject: Shopping Cart Plan Requirement under City of Ukiah Ordinance No. 1187

Dear Mr./Ms. _____:

This letter serves as a reminder that the City of Ukiah still has not received a shopping cart plan for your business. Plans were due to the City on August 6, 2018.

Please note that failure to submit a shopping cart plan **within 15 business days of the date of this letter, or by October 8, 2018**, may result in the City initiating any or all of the following enforcement procedures per Section §2385.C:

1. Revocation of an exemption under Ukiah City Code Section 2384.B.
2. The requirement for a stricter shopping cart plan.
3. Prosecution as a misdemeanor under the authority of California Business and Professions Code sections 22435.2, 22435.3 or 22435.13 or Section 6098 of this Code.
4. Imposition of a fine not exceeding (1) one hundred dollars (\$100.00) for a first violation, (2) two hundred dollars (\$200.00) for a second violation within the same year, and (3) five hundred dollars (\$500.00) for each additional violation within the same year.
5. Procedures for abatement of a nuisance under Ukiah City Code Sections 3452.K and 3402.A, the civil and criminal penalties in Ukiah City Code Section 3424, and any other applicable administrative procedures contained in the Ukiah City Code.
6. Civil action for enforcement, including to abate a public nuisance by injunction, the City Council declaring that a violation of this Article constitutes a public nuisance.
7. Proceedings for revocation of a use or site development permit, if applicable.

Please contact Alicia Tlelo at atlelo@cityofukiah.com or (707) 463-6268 to receive a fillable electronic version of the plan or for any questions regarding Ordinance No. 1187.

Sincerely,

Craig Schlatter
Community Development Director



December 3, 2018

Name of Business
 Attention: Store Manager
 Address
 Ukiah, CA 95482

Subject: **NOTICE OF VIOLATION**

Location of Violation: Business Name, Address, Ukiah, CA 95482

Dear _____:

As an owner and/or lessor of shopping carts, your business is subject to Ordinance No. 1187, adopted by the Ukiah City Council on April 4, 2018. Codified at Section 2384 of the Ukiah City Code, the Ordinance states as a general requirement that each owner of a business shall submit to the Administrator, obtain approval from the Administrator, and effectively implement a shopping cart plan in accordance with applicable provisions of the Code. The Administrator referred to in the Ordinance is the Community Development Director of the City of Ukiah.

The City has made multiple attempts via phone, email, and mail to secure this shopping cart plan from your business. As of today's date, a shopping cart plan has not been submitted by your business.

YOU ARE HEREBY NOTIFIED that you must abate the violation by taking the following steps within thirty (30) days from the date of this letter:

1. Submit a shopping cart plan to the Administrator per Section 2384 no later than fifteen (15) days from the date this notice is served upon you.
2. Receive approval from the Administrator.
3. Effectively implement a shopping cart plan in accordance with Section 2384.

If you have not abated the violation within the time and by taking the actions described above, the City will take enforcement action as authorized by law which may include any or all of the following: **(1) imposition of a fine** not exceeding (1) one hundred dollars (\$100.00) for a first violation, (2) two hundred dollars (\$200.00) for a second violation within the same year, and (3) five hundred dollars (\$500.00) for each additional violation within the same year; **(2) procedures for abatement of a nuisance** under Ukiah City Code Sections 3452.K and 3402.A, the civil and criminal penalties in Ukiah City Code Section 3424, and any other applicable administrative procedures contained in the Ukiah City Code; **(3) proceedings for revocation of a use or site development permit;** and



(4) filing a civil action to enjoin the violation as a public nuisance. In a civil action you may become liable for the City's attorneys' fees in bringing the action.

THIS IS THE ONLY NOTICE THE CITY WILL GIVE BEFORE TAKING ENFORCEMENT ACTION.

Please contact me at (707) 463-6219 with any questions.

Sincerely,

Craig Schlatter
Community Development Director

CC: City Attorney



AGENDA SUMMARY REPORT

SUBJECT: Possible Introduction by Title Only of Broadband Deployment Ordinance and Approval of Community Development Director Determination that Broadband Deployment Ordinance Qualifies for a CEQA Exemption.

DEPARTMENT: Administration

PREPARED BY: Darcy Vaughn

ATTACHMENTS:

[Attachment 1 - Broadband Deployment Ordinance](#)

[Attachment 2 - Appendix A Municipal Agreement](#)

[Attachment 3 - Broadband Deployment Ordinance NOE](#)

Summary: The City Council will discuss and consider introducing the Broadband Deployment Ordinance by title only. The City Council will also consider approval of the Community Development Director Determination that the Broadband Deployment Ordinance qualifies for a CEQA Exemption.

Background: The purpose and intent of the proposed Broadband Deployment Ordinance, attached here as Attachment 1, is to establish standards and procedures for communications service providers to develop wireless communications facilities and other infrastructure deployments. The standards and procedures set forth in the Ordinance must comply with a Federal Communications Commission ("FCC") ruling intended to facilitate deployment of infrastructure necessary for 5G and other advanced wireless services. In order to do so, the FCC has limited local regulatory control over wireless facility deployment, set forth shot clocks (i.e., time

RECOMMENDED ACTION: Discuss and consider introducing the Broadband Deployment Ordinance by title only and approve Community Development Director Determination that Broadband Deployment Ordinance qualifies for a CEQA Exemption.

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: Craig Schlatter, Community Development Director

Approved:


Sage Sangiacomo, City Manager

limits for acting on applications) for wireless facility deployment, and limited fees charged to a reasonable approximation of objectively reasonable costs for processing applications and managing deployment in the public right of way.

The need for this Ordinance was prompted by the adoption of regulations (“Regulations”), effective January 14, 2019, implementing a Declaratory Ruling and Third Report and Order (“FCC 18-133”) by the FCC regarding the deployment of small wireless facilities to support 5G cell service and interpreting the requirements imposed on local governments by the Telecommunications Act of 1996. The regulations published in 83 Federal Register at 51867 limit local regulatory control over wireless facility deployment, set forth shot clocks for wireless facility deployment, and limit fees charged to a reasonable approximation of objectively reasonable costs for processing applications and managing deployment in the public right of way. The Regulations also provide guidance on certain state and local non-fee requirements, including undergrounding requirements

On January 31, 2017, the FCC established a Broadband Deployment Advisory Committee (“BDAC”) tasked with making recommendations to the FCC on ways to accelerate the deployment of broadband by reducing or removing regulatory barriers to development of infrastructure. The BDAC was asked to draft a model code for municipalities that could assist local governments in enacting ordinances authorizing wireless and wireline broadband deployment in the public rights of way. The Ordinance is derived from BDAC’s model code for municipalities, with a number of modifications made that reflect the City’s particular character and needs.

Although no specific project has been identified for possible future development, as a part of the process of introducing the Broadband Deployment Ordinance by title only, the City’s Director of Community Development (“Director”) is required to make--and he has made--a determination as to the required level of environmental review required by the California Environmental Quality Act (CEQA).

Discussion: The Community Development, Legal, and Electric departments have drafted and reviewed the Broadband Deployment Ordinance (Attachment 1) to ensure that it incorporates the requirements and guidance from the FCC Regulations and, to the extent that local regulatory control is possible, allows the City input in broadband deployment through a negotiation and application process.

In order to comply with the shot clocks imposed by the Regulations and to minimize the time and financial burden on the Department of Community Development, the Ordinance subjects most applications for broadband infrastructure deployment to a ministerial review process. Application fees and other fees associated with broadband infrastructure deployment will be established and revised from time to time by City Council resolution.

As a condition precedent to the granting of a Permit to install a Communications Facility in the Public Right of Way (“ROW”) on facilities owned wholly or in part by the City, an Applicant must enter into a Municipal Agreement, a template for which is attached to the Ordinance as Appendix A (Attachment 2). This will allow other City Departments, such as the Electrical Utility, to review the planned broadband infrastructure deployment and to ensure that the deployment will not infringe on the rights of parties to a Ukiah Joint Use Agreement for pole usage.

The Ordinance sets a maximum height for broadband infrastructure at five (5) feet above the tallest existing Pole, Tower, or Support Structure not exceeding 50 feet in the Public ROW or ten (10) feet above the tallest existing Pole, Tower, or Support Structure not exceeding 50 feet on utility distribution poles. Any infrastructure exceeding that height is subject to a minor use permit. The Ordinance also states that new poles may be constructed in the Public ROW if their placement facilitates the extension of existing pole lines or does not result in the creation of parallel paths of poles.

All broadband infrastructure deployments must conform to the Aesthetic Guidelines for Wireless Telecommunication Facilities adopted by resolution by the City.

Applicants must comply with nondiscriminatory City undergrounding requirements, including requirements that apply in existing Underground Utility Districts or in Districts established after adoption of the Ordinance, unless the applicant or owner can establish that compliance with undergrounding requirements would create an undue burden on the deployment of a wireless system or prevent the deployment.

CEQA: The "project" under CEQA at this time is the City Council's adoption of the Broadband Deployment Ordinance adding article 10 to Article 2 of Division 2 of the Ukiah City Code. If Council approves this action, the Community Development Director will record a Notice of Exemption (Attachment 3), which finds that the Broadband Deployment Ordinance qualifies for categorical exemptions pursuant to CEQA Guidelines Article 19, Sections 15301 and 15303. However, because the Council is asked to introduce the Broadband Deployment Ordinance by title only at this time, the Notice of CEQA Exemption will not be posted until after the Council adopts the Ordinance, which, if introduced by Council this evening, is expected at the July 17, 2019 regular City Council meeting.

Staff asks that the City Council discuss and consider introducing the Broadband Deployment Ordinance by title only and approve the Community Development Director's determination that the Ordinance qualifies for the CEQA Exemption.

ORDINANCE NO. ____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING ARTICLE 10 TO ARTICLE 2 OF DIVISION 2 OF THE UKIAH CITY CODE, ENTITLED “BROADBAND DEPLOYMENT,” COMMENCING WITH SECTION 2400.

The City Council of the City of Ukiah hereby ordains as follows:

SECTION ONE.

Article 10 is hereby added to Article 2, Division 2 of the Ukiah City Code to read as follows:

ARTICLE 10. BROADBAND DEPLOYMENT

2400. Short Title and Definitions

Section 2400.1 Short Title.

This Article 10 is titled “Broadband Deployment”.

Section 2400.2 Definitions.

- a. **“Administrative Review”** means ministerial review of an Application by the City relating to the review and issuance of a Permit, including review by the City’s Director of Community Development (“Director”) to determine whether the issuance of a Permit is in conformity with the applicable provisions of this Article. This process does not involve the exercise of discretion. Either the issuance of a Permit is in conformity with the applicable provisions of this Article or it is not. This process is not subject to a public hearing.
- b. **“Antenna”** means communications equipment that transmits and/or receives over-the-air electromagnetic signals used in the provision of Wireless Services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.
- c. **“Applicable Codes”** means currently adopted California building, fire, safety, electrical, plumbing, or mechanical codes adopted under Section 3000 of this Code.
- d. **“Applicant”** means a Person who submits an Application.
- e. **“Application”** means a written request submitted by an Applicant in a form adopted by the Community Development Department to the City for a Permit (i) to locate or Collocate, or to modify, a Communications Facility underground or on any existing Support Structure, Pole, or Tower, or (ii) to construct, modify or Replace a new Support Structure, Pole or Tower or any other structure on which a Communications Facility will be Collocated.
- f. **“City”** means the City of Ukiah.

- g. **“City Pole”** means a Pole owned, managed or operated by or on behalf of the City.
- h. **“Collocate”** means to install, mount, maintain, modify, operate and/or replace a Communications Facility on an existing Support Structure, Pole, or Tower or any other structure capable of supporting such Communications Facility. “Collocation” has a corresponding meaning.
- i. **“Communications Facility”** means, collectively, the equipment at a fixed location or locations that enables communication between user equipment and a communications network, including: (i) radio transceivers, Antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole, Tower or Support Structure to which the equipment is attached.
- j. **“Communications Service Provider”** means a cable operator, as defined in 47 USC § 522(5), a provider of information service, as defined in 47 USC § 153(24), a provider of telecommunications service, as defined in 47 USC § 153(53), a provider of fixed wireless, or a provider of personal wireless services as defined in 47 U.S.C. § 332(c)(7)(C)(i).
- k. **“Decorative Pole”** means a City Pole that is specially designed and placed for aesthetic purposes.
- l. **“Department”** means the City Department of Community Development.
- m. **“Deployable”** means a portable, self-contained Wireless Facility that can be moved to a specified location or area and provide Wireless Services on a temporary or emergency basis such as a “cell on wheels” or “COW,” “cell on light truck” or “COLT,” tethered balloon, tethered drone or other unmanned device.
- n. **“Discretionary Review”** means review of an Application by the City relating to the review and issuance of a Permit, that is other than an Administrative Review. Discretionary Review involves discretion on the part of the City (subject to any applicable limits on such discretion) in determining whether to issue a Permit and may be subject to one or more public hearings or meetings.
- o. **“Eligible Facilities Request”** means an eligible facilities request as set forth in 47 C.F.R. Section 1.40001(b)(3), as may be amended from time to time.
- p. **“FCC”** means the Federal Communications Commission of the United States.
- q. **“Fee”** means a one-time, nonrecurring charge, whether a fixed amount or cost-based amount based on time and expense.
- r. **“Historic Property”** means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register maintained by the United States Secretary of the Interior (in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified at 47 C.F.R. Part 1, Appendix C) or established pursuant to state historic preservation law.

- s. **“Law”** means any and all Federal, State, or local law, statute, common law, code, rule, regulation, order, or ordinance.
- t. **“Ordinary Maintenance, Repair and Replacement”** means (i) with respect to a Communications Facility and/or the associated Support Structure, Pole or Tower, inspections, testing, repair and modifications that maintain functional capacity, aesthetic and structural integrity, and (ii) with respect to a Communications Facility only, the replacement or upgrade of Antennas and/or other components of the Communications Facility (specifically, such as a swap out or addition of 5G Antennas and radio equipment as required by the Applicant), with Antennas and/or other components substantially similar, in color, aggregate size and other aesthetics to that previously permitted by the City (and/or consistent with the same height and volume limits for Wireless facilities under this Article), so long as the Support Structure, Pole, or Tower will structurally support, or prior to installation will be modified to support, the structural load. Modifications are limited by the structural load analysis supplied by the Applicant to the City, and by the volume limits in Subsection 2400.2(aa). Modifications beyond the foregoing must be requested in writing by the Applicant and are subject to discretionary approval by the City.
- u. **“Permit”** means a written authorization (in electronic or hard copy format) required by the City to initiate, continue, or complete installation of a Communications Facility, or an associated Support Structure, Pole, or Tower.
- v. **“Person”** means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.
- w. **“Pole”** means a pole, such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal or other material, located or to be located within the Public Right of Way or Utility Easement. The term does not include the vertical support structure for traffic lights, a horizontal structure to which signal lights or other traffic control devices are attached, or the arm of a streetlight unless the City grants a waiver for such pole. The term does not include electric transmission (but does include electric distribution) poles or structures. A Pole does not include a Tower or Support Structure.
- x. **“Provider”** means a Communications Service Provider or a Wireless Provider.
- y. **“Public Right of Way” or “Public ROW”** means the area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, alley or similar purpose, but not including a federal interstate highway or other area not within the legal jurisdiction, or within the legal ownership or control of the municipality.
- z. **“Rate”** means a recurring charge.
- aa. **“Replace” or “Replacement”** means, in connection with an existing Pole, Support Structure or Tower, to replace (or the replacement of) same with a new structure, similar in design, size and scale to the existing structure and in conformance with current adopted requirements of the City, in order to address limitations of, or change

requirements applicable to, the existing structure to structurally support Collocation of a Communications Facility. In connection with replacement of a Pole or Tower to support Collocation of a Wireless Facility, similarity in size and scale shall be evaluated consistent with 47 C.F.R. 1.40001 Subpart b(7).¹

- bb. **“Small Wireless Facility” or “Small Cell”** means a Wireless Facility that meets both of the following qualifications: (i) each Wireless Provider’s Antenna (including, without limitation, any strand-mounted Antenna) could fit within an enclosure of no more than 3 cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume, with a maximum of 7 cubic feet being pole mounted. The following types of associated, ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for connection of power and other services.
- cc. **“State”** means the State of California.
- dd. **“Support Structure”** means a building, a billboard, a water tank or any other structure to which a Communications Facility is or may be attached. Support Structure does not include a Pole or a Tower.
- ee. **“Tower”** means any structure built for the sole or primary purpose of supporting a Wireless Facility, such as a self-supporting Tower, a monopole, a lattice Tower or a guyed Tower. Tower also includes a structure designed to conceal from the general public the Wireless Facility. A Tower does not include a Pole or a Support Structure.

¹ **(7)** Substantial change. A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

(i) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;

(A) Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

(ii) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

(iii) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

(iv) It entails any excavation or deployment outside the current site;

(v) It would defeat the concealment elements of the eligible support structure; or

(vi) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in § 1.40001(b)(7)(i) through (iv).

- ff. **“Utility Easement”** means the area on, below, or above privately- owned property that has been designated for use as or is used for a specific utility purpose (such as for electric, cable or other utility purpose), and is evidenced by a recorded instrument in the public land records pursuant to a recorded plat, easement or right of way or is otherwise a legally enforceable easement, and does not include any portion of a Public Right of Way.
- gg. **“Wireless Facility”** means a Communications Facility installed and/or operated by a Wireless Provider. The term does not include: (i) the Support Structure, Tower or Pole on, under, or within which the equipment is located or Collocated; or (ii) coaxial, fiber-optic or other cabling that is between Communications Facilities or Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna. A Small Wireless Facility is one example of a Wireless Facility.
- hh. **“Wireless Infrastructure Provider”** means any Person, including a Person authorized to provide telecommunications service in the State, that builds or installs and/or operates Wireless Facilities or Poles, Towers or Support Structures on which Wireless Facilities are or are intended to be used for Collocation, but that is not a Wireless Services Provider.
- ii. **“Wireless Provider”** means a Wireless Infrastructure Provider or a Wireless Services Provider.
- jj. **“Wireless Services”** means any wireless services including, without limitation, personal wireless services as that term is defined in 47 USC § 332(c)(7)(C)(i), fixed wireless and other wireless services.
- kk. **“Wireless Services Provider”** means a Person who provides Wireless Services.

Section 2401 Governance of Deployment in the Public ROW

Section 2401.1 General Provisions of Agreement for Access to Public ROW

- a. Municipal Agreement for City owned facilities. Prior to receiving a Permit to install a communications Facility in the Public ROW on facilities owned wholly or in part by the City, each Applicant shall be required to enter into a Municipal Agreement substantially in the form of Appendix A. At the option of the City, the provisions of the Agreement shall prevail over any provision in this Article which conflicts or is inconsistent with the provisions of the Agreement. The Applicant shall submit an executed Agreement with their Application. For facilities in the Public ROW that are not owned wholly or in part by the City, the Applicant shall consult with the owner of the facility and obtain the consent of the owner prior to installation.
- b. Fees
 - 1. **Application Fees** shall be established by resolution of the City Council from time to time and shall be based on a measurable estimate of the actual costs of services rendered by the Department from the time of the initial application intake submission until the application is approved.

2. **Make-Ready Fee** shall be determined on a site-specific, engineering basis, for work reasonably necessary to make a particular City Pole suitable for attachment of the applicable Communications Facility.
3. **Annual ROW or Occupancy Rate** shall be established and revised from time to time by City Council resolution.
4. **Annual Pole Attachment Fee**, for attachment to a City Pole shall be established and revised from time to time by City Council resolution.
5. Generally applicable, non-discriminatory Fees, such as for Electrical permits, Building permits, or Encroachment permits.
6. An Applicant shall not be subject to any municipal Fees or Rates or payment of other compensation, other than those expressly cited above or as may be otherwise negotiated between an Applicant and the City or required pursuant to the City Code.
7. The Applicant, or person who owns or operates the Communications Facility installed in the Public ROW (including, without limitation, on a City Pole) may remove its facilities at any time from the Public ROW, upon not less than thirty (30) days prior written notice to the City and may cease paying to the City any applicable Fees for such use, as of the date of actual removal of the facilities; provided the removal leaves the structure and grounds, if any, occupied by the Communications Facility in the condition they were in prior to its installation.

Section 2401.2 Permitted Communications Facility Uses/Administrative Review; Application

- a. Permitted Use. The following uses within the Public ROW shall be a permitted use, subject to Administrative Review and issuance of a Permit as set forth in this Section 2401.2. All such uses shall be in accordance with all other applicable provisions of this Article, including without limitation, those set forth in Section 2401.5 below:
 1. Collocation of Small Cells or a Collocation that qualifies as an Eligible Facilities Request;
 2. Modification of a Pole, Tower or Support Structure or Replacement of a Pole, for Collocation of a Communications Facility that qualifies as an Eligible Facilities Request or involves a Small Wireless Facility that does not exceed the maximum limitations set forth in Subsection 2401.3.c.1(A)(i) below. All other such modifications or Replacements require a minor use permit under Section 9262.
 3. Construction of a new Pole or a monopole Tower (but no other type of Tower) to be used for Collocation of Small Cells that does not exceed the maximum height and location requirements set forth in Subsection 2402.3.c.1(A)(i) below; and

4. Construction of a Communications Facility, other than those set forth in subparagraphs (1), (2) or (3) in this Subsection 2401.2.a, involving the installation of coaxial, fiber-optic or other cabling, that is installed underground in accordance with City standards for buried utility cabling or above ground between two or more Poles or a Pole and a Tower and/or Support Structure, and related equipment and appurtenances.
- b. Permit Required. No Person shall place any facility described in Subsection 2401.2.a above in the Public ROW without first filing an Application for same and obtaining a Permit therefor, except as otherwise expressly provided in this Article.
- c. Proprietary or Confidential Information in Application. The City shall make accepted Applications publicly available. Notwithstanding the foregoing, Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each portion of such materials accordingly, and the City shall treat the information as proprietary and confidential, subject to applicable provisions in the California Public Records Act. (Gov’t Code §6250 et seq.)
- d. Administrative Review Application Requirements. The Application shall be made by the applicable Provider or its duly authorized representative and shall contain the following:
 1. The Applicant’s name, address, telephone number, and e-mail address, including emergency contact information for the Applicant.
 2. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application.
 3. A general description of the proposed work and the purposes and intent of the proposed facility. The scope and detail of such description shall be appropriate to the nature and character of the physical work to be performed, with special emphasis on those matters likely to be affected or impacted by the physical work proposed.
 4. Detailed construction drawings regarding the proposed facility in addition to any plans required by Applicable Codes.
 5. To the extent the proposed facility involves Collocation on a Pole, Tower or Support Structure, a structural report performed by a duly licensed engineer evidencing that the Pole, Tower or Support Structure will structurally support the Collocation (or that the Pole, Tower or Support Structure will be modified to meet structural requirements) in accordance with Applicable Codes.
 6. For any new aboveground facilities, visual depictions or representations if not included in the construction drawings.
 7. An executed Municipal Agreement as set forth in Section 2401.1.a of this Code,

if applicable.

- e. Ordinary Maintenance, Repair and Replacement. An Application shall not be required for Ordinary Maintenance, Repair and Replacement, other than to the extent required for Permits described in Subsection 2401.5.b.3 below.
- f. Information Updates. Any material change to information contained in an Application shall be submitted in writing to the City within thirty (30) days after the information has changed.
- g. Application Fees. Unless otherwise provided by applicable Laws, all Applications pursuant to this Article shall be accompanied by the Fees required under Subsection 2401.1.a above.

Section 2401.3 Action on Administrative Review Applications

- a. Review of Applications.
 - 1. The Department shall review the Application in light of its conformity with applicable provisions of this Article and shall issue a Permit on nondiscriminatory terms and conditions, subject to the following requirements.
 - (A) Within ten (10) days of receiving an Application, the Department must determine and notify the Applicant whether the Application is complete; or if an Application is incomplete, the Department must specifically identify the missing information, and may toll the approval interval in Subsection 2401.3.a.1(B) below. The Applicant may resubmit the completed Application within twenty (20) days without additional charge, and the subsequent review will be limited to the specifically identified missing information subsequently completed, except to the extent material changes to the proposed facility have been made by the Applicant (other than those requested or required by the Department) in which case a new Application and Application Fee for same must be submitted.
 - (B) The Department must make its final decision to approve or deny the Application within sixty (60) days for a Collocation, and ninety (90) days for any new structure, after the Application is complete (or deemed complete). The Department must advise the Applicant in writing of its final decision, and in the final decision document the basis for a denial, including specific code provisions and/or regulations on which the denial was based. A decision to deny an application shall be in writing and supported by substantial evidence contained in a written record, publicly available, and sent to the applicant. The written decision, supported by such substantial evidence, shall constitute final action by City. The review period or “shot clock” shall continue to run until the written decision, supported by substantial evidence, is made publicly available and sent to the Applicant. The Applicant may cure the deficiencies identified by the

City and resubmit the Application within 30 days of the denial without paying an additional Application Fee unless denial was issued due to non-compliance with Design Guidelines or other requirements under this Section 2401, in which case a new Application Fee must be paid.

(C) The City shall approve or deny the revised Application within thirty (30) days of receipt of the revised Application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial and any material changes to the Application made to cure any identified deficiencies.

2. If the City fails to act on an Application within the review period referenced in Subsection 2401.3.a.1(B), the Applicant may provide the City written notice that the time period for acting has lapsed, and the City then has twenty (20) days after receipt of such notice within which to render its written decision, failing which the Application is then deemed approved by passage of time and operation of law and a Permit shall be deemed issued for such Application. Applicant shall provide written notice to the City at least seven (7) days prior to beginning construction or Collocation pursuant to the de facto Permit issued under this Subsection, and such notice shall not be construed as an additional opportunity for objection by the City or other entity to the deployment.

3. An Applicant seeking to construct, modify or replace a network of Communications Facilities may, at the Applicant's discretion and subject to the City's batch Application requirements and process under Section 2401.7 below, file a consolidated Application and receive a single Permit for multiple Communications Facilities, or multiple Permits. The City's denial of any site or sites within a consolidated Application shall not delay or affect other sites submitted in the same Application. The City shall grant a Permit(s) for any and all sites in a consolidated Application that it does not otherwise deny, subject to the requirements of this Section.

b. Review of Eligible Facilities Requests. Notwithstanding any other provision of this Article, the City shall approve within sixty (60) days and may not deny Applications for Eligible Facilities Requests according to the procedures established under 47 C.F.R. 1.40001(c).²

² Review of applications. A State or local government may not deny and shall approve any eligible facilities request for modification of an eligible support structure that does not substantially change the physical dimensions of such structure.

(1) Documentation requirement for review. When an applicant asserts in writing that a request for modification is covered by this section, a State or local government may require the applicant to provide documentation or information only to the extent reasonably related to determining whether the request meets the requirements of this section. A State or local government may not require an applicant to submit any other documentation, including but not limited to documentation intended to illustrate the need for such wireless facilities or to justify the business decision to modify such wireless facilities.

(2) Timeframe for review. Within 60 days of the date on which an applicant submits a request seeking approval under this section, the State or local government shall approve the application unless it determines that the application is not covered by this section.

(3) Tolling of the timeframe for review. The 60-day period begins to run when the application is filed, and may be tolled only by mutual agreement or in cases where the reviewing State or local government determines that the application is incomplete. The

c. Small Wireless Facilities; Maximum Height; Other Requirements.

1. Maximum Size of Permitted Use. Small Wireless Facilities, and new, modified or Replacement Poles, Towers and Support Structures (subject to the further limitation for Replacement of Support Structures described in Subsection 2400.2.aa above to be used for Collocation of Small Wireless Facilities may be placed in the Public Right of Way as a permitted use in accordance with this Subsection 2401.2, subject to the following requirements:
 - (A) New Poles, but not new Towers, may be installed in the Public ROW as long as their installation facilitates the extension of existing pole lines or does not result in the creation of parallel paths of poles or exceed the greater of:
 - i. Five (5) feet above the tallest existing Pole, Tower, or Support Structure not exceeding 50 feet in the Public ROW, in place as of the effective date of this Article, and located within 500 feet of the new proposed Pole, Tower, or Support Structure; or ten (10') feet on utility distribution poles where required by the electrical utility separation requirements; or
 - ii. Fifty (50) feet above ground level.
 - (B) Each modified or Replacement Pole, Tower, or Support Structure installed in the Public ROW shall not exceed the greater of:
 - i. five (5) feet above the height of the Pole, Tower or Support Structure being modified or replaced in place as of the effective date of this Article; or ten (10) feet on utility distribution poles where required by the electrical

timeframe for review is not tolled by a moratorium on the review of applications.

(i) To toll the timeframe for incompleteness, the reviewing State or local government must provide written notice to the applicant within 30 days of receipt of the application, clearly and specifically delineating all missing documents or information. Such delineated information is limited to documents or information meeting the standard under paragraph (c)(1) of this section.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the State or local government's notice of incompleteness.

(iii) Following a supplemental submission, the State or local government will have 10 days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this paragraph (c)(3). Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

(4) Failure to act. In the event the reviewing State or local government fails to approve or deny a request seeking approval under this section within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the applicable reviewing authority in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

(5) Remedies. Applicants and reviewing authorities may bring claims related to Section 6409(a) to any court of competent jurisdiction.

utility separation requirements; or

ii. the height limit under Subsection 2401.3.c.1(A).

(C) Division 3, Chapter 9 of this Code shall apply to all new Poles and modified or Replacement Pole, Tower, or Support Structures.

- d. Discretionary Review Requirements. Unless an Applicant seeks to install a Communications Facility that conforms to the specific uses and size and height limitations set forth in Subsection 2401.2.a above (or involves Ordinary Maintenance, Repair and Replacement), the Application shall require a minor use permit under Section 9262.
- e. Undergrounding Provisions. The City shall administer undergrounding provisions in a non-discriminatory manner.
1. Underground Districts. The provisions in Division 4, Chapter 3, governing the creation of Underground Utility Districts in the City shall apply with full force and effect to Wireless Facilities, Wireless Service Providers and Wireless Providers, provided compliance by the Wireless Facilities or Wireless Service Providers does not discriminate against or unduly inhibit or prevent them from providing wireless services. An Applicant shall comply with nondiscriminatory City undergrounding requirements, including requirements that apply in existing Underground Utility Districts or in Districts established after the effective date of this Article.
 2. Outside Underground Districts. Outside established Underground Districts now established or established in the future the City may require relocation without expense to City of any poles, wires, conduits and appurtenances theretofore installed, in accordance with Section 2401.3.g. In areas where existing aerial utilities are being moved underground, Wireless Providers shall be required at their own expense to move their Wireless Facilities to another Pole, if the undergrounding requires the removal of the Pole used by those Wireless Facilities. The City shall make available for the use of said Wireless Facilities any City-owned Pole or street light pole in a suitable location which can accommodate said Wireless Facilities. No additional fees shall be imposed in connection with said relocation, but applicable Make-Ready, Annual ROW and Occupancy, and Attachments Fees pursuant to Section 2401.1.b.2-4, shall continue to apply. To the degree such vertical structures are not available, the Applicant must apply for a minor use permit pursuant to Section 9262 to install new poles.
- f. Effect of Permit.
1. Authority Granted; No Property Right or Other Interest Created. A Permit from the City authorizes an Applicant to undertake only certain activities in accordance with this Article, and does not create a property right or grant authority to the Applicant to impinge upon the rights of others who may already have an interest in the Public ROW.

2. Duration. Any Permit for construction issued under this Section 2401 shall be valid for a period of six (6) months after issuance during which the construction must be completed, provided that the six month period shall be extended for up to an additional 6 months upon written request of the Applicant (made prior to the end of the initial 6 month period) if the failure to complete construction is delayed as a result of circumstances beyond the reasonable control of the Applicant.
- g. Removal, Relocation or Modification of a Communications Facility in the ROW.
1. Notice. Within ninety (90) days following written notice from the City, a Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Communications Facility within the Public ROW whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the Public ROW. The City shall apply the same standards to all utilities in the Public ROW.
 2. Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut power to or move any Communications Facility located within the Public ROW of the City, as the City may determine to be necessary, appropriate or useful in response to any public welfare emergency, or safety emergency. If circumstances permit, the City shall notify the Provider and provide the Provider an opportunity to move its own facilities prior to cutting power to or removing the Communications Facility and in all cases shall notify the Provider after cutting power to or removing the Communications Facility as promptly as reasonably possible. The Provider shall pay the City its costs necessarily incurred to move the Communications Facility within thirty (30) days of receiving a written statement from the City detailing the costs.
 3. Abandonment of Facilities. A Provider is required to notify the City of abandonment of any Communications Facility at the time the decision to abandon is made, however, in no case shall such notification be made later than 30 days prior to abandonment. Following receipt of such notice, the City shall direct the Provider to remove all or any portion of the Communications Facility if the City determines that such removal will be in the best interest of public safety and public welfare. If the Provider fails to remove the abandoned facility within sixty (60) days after such notice, the City may undertake to do so and recover the actual expenses of doing so from the Provider, its successors and/or assigns.
 4. Structural reconditioning, repair and replacement. From time to time, the City may paint, recondition, or otherwise improve or repair the City Poles in a substantial way ("Reconditioning Work"). The Provider shall reasonably cooperate with the City to carry out Reconditioning Work activities in a manner that minimizes interference with the Provider's approved use of the facility.

- (A) Prior to commencing Reconditioning Work, the City will use reasonable efforts to provide the Provider with at least sixty (60) days prior written notice. Upon receiving that notice, it shall be the Provider's sole responsibility to provide adequate measures to cover, remove, or otherwise protect the Provider's Communications Facility from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. The City reserves the right to require the Provider to remove all of the Provider's Communications Facility from the City Pole and surrounding premises during Reconditioning Work, provided the requirement to remove same is contained in the written notice required by this Subsection. All costs associated with the protection measures, including temporary removal, shall be the sole responsibility of the Provider. If the City fails in good faith to give notice of less than sixty (60) days' notice, it will not affect the City's rights under this Subsection. In all cases, as much notice as possible should be provided, but in no case less than thirty (30) days' notice shall be provided. The City will provide the Provider with a date by which its equipment must be protected or removed.
- (B) The Provider may request a modification of the City procedures for carrying out Reconditioning Work in order to reduce the interference with Provider's operation of its Communications Facility. If the City agrees to the modification, the Provider shall be responsible for all reasonable incremental cost related to the modification.
- (C) If the City Poles need to be replaced ("Replacement Work"), the City shall give Provider at least sixty (60) days written notice to remove its Communications Facilities. The City shall also promptly notify Provider when the City Poles have been replaced and Provider may re-install its equipment. During the Replacement Work, the Provider may maintain a temporary Communications Facility on the property, or after approval by City, on any land owned or controlled by City, in the vicinity of the property. If the property will not accommodate the Provider's temporary Communications Facility or if the parties cannot agree on a temporary location, the Provider, at its sole option, shall have the right to suspend the applicable permit, until the replacement Pole is installed, upon thirty (30) days written notice to the City.
- (D) If the City Poles need to be repaired due to storm or other damage ("Repair Work"), the City shall notify the Provider to remove its Communications Facilities as soon as possible. In the event of an emergency, the City shall contact the Provider by telephone at its emergency contact of record upon or prior to removing the Provider's equipment. Once the City Poles have been replaced or repaired, the City will promptly notify the Provider that it can reinstall its equipment. During City Repair Work, with the approval of the City which shall not be unreasonably withheld or delayed, the Provider may maintain a temporary Communications Facility on the property, or after approval by Provider, on any land owned or controlled by the City in the vicinity of the property that the City determines is suitable for that use. All cost

associated with any removal or protection of Communications Facilities shall be the sole responsibility of the Provider without prejudice to the Provider's right to seek indemnity or contribution from third parties other than the City.

h. Attachment to City Poles in the Public ROW.

1. Make-Ready. For any attachment to City Poles in the Public ROW, except as otherwise provided in the agreement required by Section 2401.1.a, the City shall provide a good faith estimate for any make- ready work necessary to enable the City Pole to support the proposed facility, including Replacement of the Pole if necessary, within sixty (60) days after receipt of a completed Application requesting attachment to the City Pole. Make-ready work including any Pole Replacement shall be completed within one hundred and twenty (120) days of written acceptance of the good faith estimate by the Provider. Such acceptance shall be signified by payment via check or other commercially reasonable and customary means specified by the City.

Section 2401.4 Applications Requiring Discretionary Review and Approval.

- a. Discretionary Review Required. All other uses not expressly set forth or referenced in Subsection 2401.2(a) above shall require compliance with, and issuance of a minor use permit pursuant to Section 9262.

Section 2401.5 Other Public ROW Installation Requirements.

a. General Principles.

1. The City shall have the power to establish reasonable and non- discriminatory limitations on the placement of new or additional facilities within specific congested segments of the Public ROW if there is insufficient space to accommodate all of the requests of Applicants or other Persons to occupy and use the Public ROW. In making such decisions, the City shall to the extent possible accommodate all existing users and potential users (i.e. those who have submitted an Application to deploy facilities within the Public ROW) of the Public ROW, and shall be guided primarily by considerations of the public interest, the width and physical condition of the Public ROW, the time of year with respect to essential utilities, the protection of existing facilities and uses in the Public ROW and established plans for public improvements and development projects which have been determined to be in the public's interest.
2. Leasing of excess space in ducts, conduits and on a Pole is a matter between interested parties (subject to any applicable Pole Attachment regulations and any other applicable statutory, regulatory or contractual obligations); however, lessees or licensees of such physical facilities must still comply with the terms of this Article, unless otherwise expressly exempted by the City.
3. An occupant of the Public ROW shall employ due care during the installation and maintenance process, and comply with all safety and Public ROW-

protection requirements of applicable Federal, State and local Laws (and any generally applicable City guidelines, standards and practices), and any additional commonly accepted safety and Public ROW-protection standards, methods and devices (to the extent not inconsistent with applicable Laws). All facilities under the streets of the City shall be kept and maintained in a safe and well-ordered condition, and in good order and repair.

- (A) Any permittee occupying any portion of the Public ROW shall erect a barrier around the perimeter of any excavation and provide any and all traffic-control devices, signs and lights appropriate to the level of complexity of the activity in order to protect, warn and guide the public (vehicular and pedestrian) through the work zone. The manner and use of these devices shall be described within a traffic-control plan in accordance with the Uniform Manual of Traffic Control Devices.
- (B) Occupants of the Public ROW with open excavations awaiting final restoration shall maintain all devices until the City notifies the occupant in writing that the City or the City's designated contractor is assuming responsibility for traffic control.
- (C) Each occupant shall designate a safety officer. The safety officer shall be responsible for safety-related issues affecting both the public and the occupant's field employees and contractors for all job sites within the Public ROW.

4. Location of Existing Facilities.

- (A) An occupant of the Public ROW shall not place any fixtures or equipment where the same will interfere with any existing facility, and shall locate its lines and equipment in such a manner as not to interfere with the usual traffic patterns (vehicular or pedestrian) or with the rights or reasonable convenience of owners of property that abuts any Public ROW.
- (B) To minimize disruption of public passage or infrastructure, to forestall or relieve overcrowding of the Public ROW, or to protect Historic Property or environmentally sensitive areas, the City may require, as a condition of issuing any Permit for placement of underground facilities or new Applicant poles that the occupant place empty conduits, and/or reserve space on a new Applicant pole in excess of its own present and reasonably foreseeable requirements for the purpose of accommodating the City's own present or reasonably foreseeable governmental, not-for-resale use as set forth in the applicable Permit. The occupant shall cooperate with the City in any such construction, provided that the City has first notified the occupant in writing that it is interested in reserving such Pole space or sharing the trenches or bores in the area where the construction is occurring.

The occupant shall allow the City to place its infrastructure in the occupant's trenches or bores or on the Pole as requested by the City, provided that the City incurs the incremental costs of placing the conduit/infrastructure as requested. The City shall be responsible for

maintaining its facilities in the trenches and bores and/or on the Pole under this Subsection.

- (C) Before beginning excavation in any Public ROW, an occupant shall comply with Underground Service Alert notification procedures to determine possible conflicts with existing underground structures and facilities in the area to be excavated.

5. Relocation of Existing Facilities.

- (A) If relocation of facilities is required as a result of any public project, the City shall provide the greatest practical advance notice to the affected occupants of the Public ROW and shall facilitate the greatest reasonable project coordination among the affected occupants, whereas coordinated sequencing dependencies are common. Generally, projects of greater scale and scope will have a longer planning horizon, and commensurate notice.
- (B) The objective of the relocation process recognizes the mutual obligations and responsibilities of the City and the Public ROW occupants to avoid or minimize service disruption and to timely and economically complete the public project. Public ROW occupants are obligated to proceed with diligent speed and attention so as not to unreasonably delay or complicate a public project.
- (C) As general guidance, projects involving a public project of less than One Million Dollars (\$1,000,000), or ten (10) utility poles, or One Thousand (1000) frontage feet of public roadway would be smaller projects; and projects greater than any of the above would be larger projects. A reasonable, general expectation is that smaller projects would provide ninety (90) days' notice, and larger projects would provide one hundred and eighty (180) days' notice to complete the relocation of the Public ROW occupants.
- (D) Unless otherwise provided by applicable Law, the occupant, at no cost to the City, shall accomplish the necessary relocation within a reasonable time from the date of the notification, but, in no event, later than seven (7) days prior to the date the City has notified the occupant that it intends to commence work which requires the occupant's relocation, or immediately in the case of emergencies. With as much notice as possible, but, except for emergencies, no less than ninety (90) days following written notice from the City, a Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Communications Facility.
- (E) The City will use its best efforts to accommodate the Provider's request for relocation of the Communications Facility, whenever the City has determined that removal, relocation, change or alteration of facilities within the Public ROW is reasonably necessary for the construction, repair, maintenance or installation of any City improvement in or upon, or

the operations of the City in or upon, the Public ROW.

(F) The City may not require an Applicant to perform services unrelated to the Communications Facility or Support Structure for which approval is sought, or to provide in-kind contributions, except for reserving Pole space or placing conduit in the trench or bore for governmental, not-for-resale City use as provided in Section 2401.5.a.4(B). Notwithstanding the foregoing, an Applicant may offer in-kind contributions related to the Communications Facility or Support Structure for which approval is sought, on a reasonable and nondiscriminatory basis, including by contributing the cash value of an in-kind contribution already provided by another party.

6. In the event of an emergency where any Communications Facility in the Public ROW creates or is contributing to an imminent danger to health, safety, or property, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of such Communications Facility, and charge the occupant for actual and reasonable costs incurred. The City shall use a Provider's emergency contact information of record, or best available contact information, for prior notice, and if not possible because of emergent and imminent danger, shall notify the occupant promptly afterwards. Ten (10) days after notification as outlined in this Subsection, the City may remove any Communications Facilities that obstructs the progress of a public project. All costs associated with any removal or protection of Communications Equipment shall be the sole responsibility of the Provider.

7. Abandonment of Facilities.

(A) Any occupant of the Public ROW that intends to permanently discontinue use of any facilities within the Public ROW shall notify the City in writing within thirty (30) days prior to abandonment. Such notice shall describe the facilities for which the use is to be discontinued, and the date of discontinuance of use. Upon notification, the City will chose from the following options within 30 days or any other agreed upon option, and so notify the occupant of its decision:

1. Abandon the facilities in place and the occupant shall further convey full title and ownership of such abandoned facilities to the City. The occupant is responsible for all obligations of the facilities, or other associated liabilities until the conveyance to the City is completed; or
2. The facilities shall be removed, and the occupant shall be liable for removing the facilities at its own cost. If an occupant fails to remove facilities that the City requires it to remove, after ninety (90) days' notice to the occupant, the City may perform the work. The occupant or its successors and/or assigns shall pay the City the costs of removal within thirty (30) days after the City provides a written statement detailing the costs.

b. Additional Requirements.

1. General. All deployments of Communications Facilities in the Public ROW shall comply with the following:
 - (A) Compliance with ADA and other applicable Federal, State and local Laws and standards.
 - (B) Pedestrian and vehicular traffic and safety requirements established by the City.
 - (C) Existing Public ROW occupancy or management ordinances, not otherwise inconsistent with this Article.
2. Design Standards. All aboveground Communications Facilities in the Public ROW requiring Administrative Review only shall conform to the Aesthetic Guidelines for Wireless Telecommunication Facilities adopted by resolution by the City as required by Section 5620 of this Code.
3. Additional Permits. In addition to obtaining a Permit for installation of a Communications Facility in the Public ROW, an Applicant must enter the Agreement in Attachment A and obtain the following additional permits: encroachment permit and applicable permits under Section 3000.
4. Placement of facilities. The City engineer may assign specific corridors within the Public ROW for each type of Communication Facility as he determines may be necessary for each type of facility that is or may be located in the Public ROW. In making these assignments the City engineer shall consider facility types that currently exist or which, based on current technology, may be located within the Public ROW in the future. All excavation, obstruction, or other Permits issued by the City engineer involving the installation or replacement of facilities shall designate the proper corridor for the facilities.

c. Mapping Data. Applicants shall provide to the City engineer information indicating the horizontal and approximate vertical location, relative to the boundaries of the Public ROW, of all equipment which it owns or over which it has control, and which is located in any Public ROW. Mapping data shall be provided with the specificity and in the format requested by the City engineer for inclusion in the mapping system used by the City engineer.

d. Existing Utility Easements in the Public Right of Way.

1. Applicants will work with the City engineer to coordinate and protect existing utilities in the Public ROW.
2. Applicants will coordinate with the City engineer all public safety considerations prior to and during installation in the Public ROW to ensure public safety response in the case of gas line, water line, sewer line or electricity disturbance.

Section 2401.6 Attachment to and Replacement of Decorative Poles.

Notwithstanding anything to the contrary in this Article, an Applicant may install a Small Wireless Facility on a Decorative Pole, or may Replace a Decorative Pole with a new Decorative Pole that is in keeping with the aesthetics of the existing Decorative Pole, in the event the existing Decorative Pole will not structurally support the attachment, the attachment may be made only upon satisfaction of the following additional requirements:

- A. Issuance of a Permit under Subsection 2401.2.a above.
- B. The attachment and/or the Replacement Pole is in keeping with the aesthetics of the Decorative Pole in the judgment of the City.

Section 2401.7 Batch Applications.

An Applicant may submit simultaneously not more than fifteen (15) Applications for a network of multiple Communications Facilities within adjacent, related geographic areas of the City. Alternatively, Applicant may file a single, consolidated Application covering such facilities.

Section 2402. Governance of Deployment Outside the Public ROW

Section 2402.1 Administrative Review of Permitted Communications Facility Uses; Application and Fees.

- a. Permitted Use. The following uses outside the Public ROW, on privately-owned property (including within any Utility Easement, to the extent expressly set forth below), shall be a permitted use, subject to Administrative Review only and issuance of a Permit as set forth in this Section 2402.1, and subject to Applicant's legal right to install and operate the Communications Facility on the property or structure:
 - 1. Collocation of a Small Wireless Facility or a Collocation that qualifies as an Eligible Facilities Request on privately-owned property including, without limitation, within a Utility Easement, consistent with the height and other limitations set forth in Subsection 2401.3.c above;
 - 2. Modification of a Pole, Tower or Support Structure, or Replacement of a Pole or Tower, for Collocation of a Communications Facility on privately-owned property (including within a Utility Easement that contains other existing Poles) that qualifies as an Eligible Facilities Request or involves a Small Wireless Facility that does not exceed the limitations set forth in Subsection 2401.3.c.1(A)(i) above. All other such modifications or Replacements require a minor use permit pursuant to Section 9262.
 - 3. Construction of a new Pole (or monopole Tower), within a Utility Easement on which there currently exist adjacent Poles that are unavailable for Collocation due to structural, accessibility or other reasons, to be used for Collocation of a Small Wireless Facility (that does not exceed the maximum height set forth in Subsection 2401.3.c.1(A)(i) above), and the new Pole (or monopole Tower) is

similar in design, size and scale to those of the existing, adjacent Poles; and

4. Construction of a Communications Facility, other than those set forth in subparagraphs 1,2 or 3 in this Subsection 2402.1.a, involving the installation of coaxial, fiber-optic or other cabling, that is installed underground in accordance with applicable City standards or aboveground between two or more Poles or a Pole and a Tower and/or Support Structure, and related equipment and appurtenances.
- b. Permit Required. No Person shall place a facility described in Subsection 2402.1(a) or perform any construction activities above without first filing an Application for same and obtaining a Permit therefor, except in Subsection 2400.2(s) or as otherwise expressly provided in this Article.
- c. Proprietary or Confidential Information in Application. The City shall make accepted Applications publicly available. Notwithstanding the foregoing, Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each portion of such materials accordingly, and the City shall treat the information as proprietary and confidential, subject to applicable State and local “freedom of information” or “sunshine” Laws and the City’s determination that the Applicant’s request for confidential or proprietary treatment of an Application material is reasonable.
- d. Administrative Review Application Requirements. The Application shall be made by the applicable Provider or its duly authorized representative and shall contain the following:
 1. The Applicant’s name, address, telephone number, and e-mail address, including emergency contact information of record.
 2. A certification by the Applicant that it has the legal right to install and operate the Communications Facility on the property or structure.
 3. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application.
 4. A general description of the proposed work and the purposes and intent of the proposed facility. The scope and detail of such description shall be appropriate to the nature and character of the physical work to be performed, with special emphasis on those matters likely to be affected or impacted by the physical work proposed.
 5. Detailed construction drawings regarding the proposed facility.
 6. To the extent the proposed facility involves Collocation on a Pole, Tower or Support Structure, a structural report performed by a duly licensed engineer evidencing that the Pole, Tower or Support Structure will structurally support the Collocation or that the Pole, Tower or Support Structure will be modified to meet

structural requirements) in accordance with Applicable Codes.

7. For any aboveground facilities, visual depictions or representations, if not included in the Construction drawings.
- e. Ordinary Maintenance, Repair and Replacement. An Application shall not be required for Ordinary Maintenance, Repair and Replacement, other than to the extent required for applicable Permits described in Subsection 2401.5b(iii) above.
- f. Information Updates. Any material change to information contained in an Application shall be submitted in writing to the City within thirty (30) days after the change necessitating the change.

Section 2402.2 Action on Administrative Review Application.

- a. Review of Applications for Administrative Review.
 - (i) The City shall review the Application in light of its conformity with applicable provisions of this Article, and shall issue a Permit on nondiscriminatory terms and conditions, subject to the following requirements:
 - (A) Within ten (10) days of receiving an Application, the City must determine and notify the Applicant whether the Application is complete; or if an Application is incomplete, the City must specifically identify the missing information, and may toll the approval interval in Subsection 2402.2(a)(i)(B). The Applicant may resubmit the completed Application within twenty (20) days without additional charge, and the subsequent review will be limited to the specifically identified missing information subsequently completed, except to the extent material changes to the proposed facility have been made by the Applicant (other than those requested or required by the City) in which case a new Application and Application Fee for same must be submitted; and
 - (B) The City must make its final decision to approve or deny the Application within sixty (60) days for a collocation, and ninety (90) days for any new structure, after the Application is complete, or deemed completed (These time limits for acting on applications are called “shot clocks”); and
 - (C) The City must advise the Applicant in writing of its final decision, and in the final decision document the basis for a denial, including specific code provisions on which the denial was based. A decision to deny an application shall be in writing and supported by substantial evidence contained in a written record, publicly released, and sent to the applicant. The written decision, supported by such substantial evidence, shall constitute final action by City. The review period or “shot clock” shall run until the written decision, supported by substantial evidence, is released and sent to the Applicant contemporaneously. The Applicant may cure the deficiencies identified by the City and resubmit the Application within thirty (30) days of the denial without paying an additional Application Fee, unless denial was

issued due to noncompliance with Design Guidelines or other requirements under this Article (in which case a new Application Fee must be paid). The City shall approve or deny the revised Application within thirty (30) days of receipt of the revised Application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.

- (ii) If the City fails to act on an Application within the shot clock referenced in Subsection 2402.2(a)(i)(B) above, the Applicant may provide the City written notice that the time period for acting has lapsed, and the City then has twenty (20) days after receipt of such notice within which to render its written decision, failing which the Application is then deemed approved by passage of time and operation of law.
 - (iii) An Applicant seeking to construct, modify or replace a network of Communications Facilities may, at the Applicant's discretion and subject to the City's batch Application requirements and process under Section 2401.7 above, file a consolidated Application and receive a single Permit for multiple Communications Facilities, or multiple Permits. The City's denial of any site or sites within a consolidated Application shall not affect other sites submitted in the same Application. The City shall grant a Permit(s) for any and all sites in a consolidated Application that it does not otherwise deny, subject to the requirements of this Section.
- b. Effect of Permit.
- (i) Authority Granted; No Property Right or Other Interest Created. A Permit from the City authorizes an Applicant to undertake only certain activities in accordance with this Article, and does not create a property right or grant authority to the Applicant to impinge upon the rights of others who may own or have other interests in the Utility Easement or other privately- owned property.
 - (ii) Duration. Any Permit for construction issued under this Article III shall be valid for a period of six (6) months after issuance, provided that the six month period shall be extended for up to an additional 6 months upon written request of the Applicant (made prior to the end of the initial 6 month period) if the failure to complete construction is delayed as a result of circumstances beyond the reasonable control of the Applicant.

Section 2402.3 Eligible Facilities Requests.

- a. Review of Eligible Facilities Requests. Notwithstanding any other provision of this Article, the City shall approve and may not deny Applications for Eligible Facilities Requests within sixty (60) days according to the procedures established under 47 C.F.R. 1.40001(c).

Section 2402.4 Applications Requiring Discretionary Review and Approval.

- a. Discretionary Review Required. The following uses on private property including, without limitation, on any Utility Easement, shall require compliance with, and issuance of a minor use permit under Section 9262:

- (i) Collocation of Wireless Facilities that do not qualify as Eligible Facilities Requests.
- (ii) All other uses not expressly set forth or referenced in Subsection 2402.1(a) above.

Section 2402.5 Temporary and Emergency Installations.

- a. A Deployable may be operated for a period of not more than one hundred and twenty (120) days, when operated in connection with a special event after issuance by the City of a Permit based upon an Administrative Review only. Deployable operated in conjunction with a special event shall meet reasonable setbacks determined by the [City engineer], shall be subject to receipt of a valid building Permit, if applicable, shall meet uniform fire code requirements, and shall be removed within seventy-two (72) hours of completion of the event.
- b. A Deployable may be operated in any zoning district after a declaration of an emergency or a disaster by the City executive.

Section 2402.6 Design Standards.

All aboveground Communications Facilities to be installed outside of the Public ROW and requiring Administrative Review only shall conform to the design standards in Resolution No. 2019-14 or any amendments thereto.

Section 2402.7 Violation of this Article:

- a. Civil penalty. A violation of any of the provisions of this Article by an Applicant or Provider shall be subject to a civil penalty of One Thousand Dollars \$1,000 for each violation which continues more than thirty (30) days after written notice of such violation is provided to the Applicant or Provider by the City. Each day, after such notice, that a violation occurs or is permitted to exist by the Applicant or Provider constitutes a separate offense.
- b. Violation a misdemeanor. Any person, firm or corporation, whether as principal, agent, or employee or otherwise, violating or causing the violation of any of the provisions of this Article, shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the County of Mendocino jail for a term not exceeding six (6) months, or by both such fine and imprisonment. Each such person, firm or corporation, shall be deemed to be guilty of a separate offense for each and every day during any portion of which any violation of this Article is committed or continued by such person, firm or corporation, and shall be punishable as herein provided.
- c. Violation as a public nuisance. Any Pole, Tower, Antenna, Communications Facility, or Support Structure (collectively, "Facilities") built, erected, or constructed, altered, enlarged, converted, moved, set up, or maintained contrary to the provisions of this Article and any use thereof established, conducted, operated or maintained contrary to the provisions of this Article, shall be and the same is hereby declared to be

unlawful and a public nuisance; and the City Attorney shall, upon order of the City Council, immediately commence action or proceedings for the abatement and removal and injunction thereof, in the manner provided by law, and shall take such other steps and shall apply to such courts as may have jurisdiction to grant such relief as will abate and remove such Facilities and restrain and enjoin any person, firm or corporation from setting up, erecting, building, maintaining or using any Facilities contrary to the provisions of this Article.

- d. Payment violation. Any failure of an Applicant or Provider to make a payment to the City required by this Article when due ("Payment Violation") shall be grounds for denying any pending Application or revoking any Permit. In addition, any such Payment Violation shall be subject to a civil penalty of One Thousand Dollars (\$1,000) in addition to prejudgment interest at the maximum rate provided by law and, at the sole election of the City, when it files an action to enforce this subsection, the prevailing party in any such action shall be entitled to recover from the other party, its reasonable attorneys' fees in addition to its costs of suit.
- e. Remedies Cumulative. The penalties and remedies contained in this Section 2402.7 shall be cumulative and not exclusive. The City may use any one or more of the penalties and remedies provided herein when enforcing the provisions of this Article.

Section 2402.9 Exceptions to Applicability of this Article.

Notwithstanding anything to the contrary in this Article, the following facilities are not subject to the provisions of this Article: (1) antennas used by residential households solely for broadcast radio and television reception; (2) satellite antennas used solely for residential or household purposes; and (3) television and AM/FM radio broadcast Towers and associated facilities.

SECTION TWO

1. **SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have adopted this Ordinance and any section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

2. **EFFECTIVE DATE.** This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption

Introduced on _____, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adopted on _____, 2019, by the following roll call vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

**AGREEMENT BETWEEN THE CITY OF UKIAH AND _____ FOR THE
USE OF LICENSOR PROPERTY IN CONNECTION WITH THE OPERATION OF A
WIRELESS NETWORK**

This Agreement is made and entered into by and between the City of Ukiah, a municipal corporation ("Licensor") and _____, a _____ ("Licensee"). Licensor and Licensee may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

This Agreement is made with reference to the following Recitals, each of which is deemed to be a material term and provision of this Agreement:

A. Licensor is the owner of certain municipal facilities located in the public rights-of-way situated within the city limits of the City of Ukiah, California.

B. Licensor also shares the use of certain non-municipal facilities located in the public rights-of-way situated within the city limits of the City of Ukiah, California, pursuant to the Ukiah Joint Use Agreement.

C. Licensee is duly organized and existing under the laws of the State of California, and its lawful successors, assigns, and transferees, are authorized to conduct business in the State of California.

D. Licensee desires to construct, operate and maintain communication sites from Licensor-owned and non-owned poles situated in said public rights-of-way and, for such purpose, desires to locate, place, attach, install, operate, control, and maintain antennas and other related wireless communication equipment consistent with small cell technology on Licensor-owned and non-owned poles in said public rights-of-way.

E. Licensee will agree to comply with Licensor's public rights-of-way use requirements as provided herein and as required in applicable site supplement agreements.

F. Licensee is willing to compensate Licensor in exchange for a grant and right to use and physically occupy portions of the poles and/or the public rights-of-way as provided herein.

AGREEMENT

1. Definitions and Exhibits.

1.1. Definitions. For the purposes of this Agreement and all Exhibits attached hereto, the following terms, phrases, words and derivations shall have the meaning given herein.

- (a) *Agreement* means this Agreement for the Use of Licensor Property in Connection with the Operation of a Wireless Network.
- (b) *Attachment Fee* or *Pole Attachment Fee* means that fee described in Section 4.1 of this Agreement.
- (c) *City* means the City of Ukiah.
- (d) *Code* means the Ukiah City Code and applicable federal and state codes.
- (e) *Equipment* means Small Cell antennas and other wireless communications equipment utilizing small cell technology that is specifically identified and depicted in Exhibit 1 attached to each Site Supplement.
- (f) *EUSERC Requirements* means requirements set forth by the Electric Utility Service Equipment Requirements Committee.
- (g) *Hazardous Substance* means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation, including but not limited to petroleum products and asbestos.
- (h) *Interference* means physical interference and radio frequency interference.
- (i) *Laws* means any and all applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of Licensor or any other governmental entity or agency having joint or several jurisdiction over Licensee's activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement, including the Code, that are in force on date of the execution of this Agreement, and as they may be lawfully enacted, issued or amended during the term of this Agreement.
- (j) *Municipal Facility* or *Municipal Facilities* means those Licensor owned streetlight poles and utility poles located in the ROW that are designated or approved by Licensor as being suitable for placement of Equipment and over which Licensor exercises control, including under the Ukiah Joint Use Agreement.
- (k) *Non-Municipal Facility* or *Non-Municipal Facilities* means those non-Licensor owned streetlight poles and utility poles located in the ROW that are designated or approved by Licensor as being suitable for placement of Equipment and over which Licensor is a permitted user under the Ukiah Joint Use Agreement.

- (l) *Permit* means a permit issued and described in accordance with Laws, which is used to regulate, monitor and control improvement, construction or excavation activities, or other work or activity, occurring upon or otherwise affecting the City ROW.
- (m) *Physical interference* means where equipment, vegetation or a structure causes reduced use of another's prior mounted equipment, or an obstruction in a necessary line-of-sight path.
- (n) *Radio frequency interference* means the radiation or conduction of radio frequency energy (or electronic noise) produced by electrical and electronic devices at levels that interfere with the operation of adjacent equipment.
- (o) *ROW* means the surface of and the space above and below roads, streets and alley rights-of-way and public utility easements now or hereafter located and existing within the city limits of the City of Ukiah, California, and dedicated or accepted for public use by the City or in which the City has a right of use for public purposes, and, subject to the consent of Licensor, other public ways of any type whatsoever now or hereafter located and existing within the city limits of the City of Ukiah, California.
- (p) *Site Supplement* means the form of the license granted by this Agreement, described in Section 2 below, and shown on Exhibit A.
- (q) *Small Cell* means compact communication sites in a mobile network but providing a smaller coverage area than traditional macrocells.
- (r) *Term* means the period that this Agreement is in effect as described in Section 3.1 of this Agreement.
- (s) *Ukiah Joint Use Agreement* means the Agreement dated January 3, 1918, as amended by an Agreement dated October 10, 1930, among Licensor, the predecessor to AT&T and a subsidiary of Comcast Corporation, under which Licensor owns and shares poles within the ROW.
- (t) *Ukiah Joint Use Agreement Parties* means the other parties to the Ukiah Joint Use Agreement whose consent is required prior to any use by Licensee of Non-Municipal Facilities.

1.2. Exhibits. The following numbered documents, which are occasionally referred to in this Agreement, are formally incorporated and made part of this Agreement by this reference:

- (a) Exhibit A: Site Supplement.

- (b) Exhibit B: Minimum Limits of Insurance.
- (c) Exhibit C: Ukiah Joint Use Agreement.

In the event of any conflict or ambiguity between this Agreement, including the above-referenced exhibits (the “Exhibits”), and any other agreement between Licensor and Licensee, then this Agreement, together with the Exhibits, shall govern and prevail. In the event of any conflict or ambiguity between this Agreement, including the Exhibits, and any Site Supplement, then this Agreement shall govern and prevail unless otherwise stated in the Site Supplement.

2. **Site Supplement Granted and Terms.**

- 2.1. **Scope.** Licensor, acting in its proprietary capacity as the owner of Municipal Facilities in the ROW, does grant to Licensee a non-exclusive license to use the Municipal Facilities identified in Exhibit 1 to each Site Supplement to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace the Equipment that may be required or desired to operate a Small Cell site (the “Site Supplement”). This grant is subject to the terms, conditions and other provisions set forth in this Agreement, to applicable provisions of the Code, the requirements of Licensor issued Permits, any applicable provisions of the Ukiah Joint Use Agreement and all applicable Laws and reasonable regulations of any regulatory agency having competent jurisdiction.
- 2.2. **Use of Licensor Property.** The Site Supplement allows Licensee to access, occupy and use allocated available space on the Municipal Facility pole identified in Exhibit 1 to each Site Supplement to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace the Equipment, as depicted in such Exhibit 1, solely for the purpose of Licensee operating a Small Cell site. Subject to any limitations and conditions required by this Agreement or by any Permit or approvals issued by Licensor in association with any installations, including, without limitation, any conditions reasonably required by Licensor to address impacts on private property adjacent to the applicable Municipal Facility pole, the Site Supplement also allows the installation, operation and maintenance of ground based, pad mounted equipment cabinets and/or power pedestals needed for the operation of Equipment attached to any of the Municipal Facilities, together with any related conduit, cable or wiring, with the location of any such cabinet or pedestal determined in connection with the issuance of any Permit (if needed). With limited exceptions, such as in case of emergency, Licensee shall have access to the Municipal Facilities upon which Equipment is installed twenty-four (24) hours a day, seven (7) days a week, provided, however, if such access requires entry onto private property or unduly interferes with access to or the quiet enjoyment of private property, Licensee shall coordinate its access with the owner or occupant of such private property to avoid or minimize the impacts of the use.

- 2.3. Limitations on Use. Except as otherwise expressly provided herein, the Site Supplement does not authorize Licensee to:
- (a) Occupy or use any poles, improvements or structures of any kind, or any underground areas, whether within or without the ROW, other than the items depicted in Exhibit 1 attached to a Site Supplement;
 - (b) Occupy or use any poles, improvements or structures of any kind, whether within or without the ROW, that are located within one hundred feet (100') of any traffic light controlled intersection; and,
 - (c) Subject to Section 2.5 below, enter upon public property and attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate, and/or replace any item of equipment in or on poles or other structures not owned by and under the control of Licensor and located within the ROW, unless Licensor is a permitted user under the Ukiah Joint Use Agreement.
- 2.4. Alterations. If Licensee proposes to install Equipment which is different in any material way from the then-existing and approved Equipment, then Licensee shall first obtain the written approval for the use and installation of the unauthorized Equipment from an authorized representative of Licensor. In addition to any other submittal requirements, and if requested by Licensor, Licensee shall provide "load" (structural) calculations for all Municipal Facilities upon which it intends to modify Equipment in the ROW. Notwithstanding the foregoing, Licensee may modify its Equipment with like-kind or similar Equipment in accordance with any Permit issued without prior written approval of Licensor.
- 2.5. Additional Installations. If adequate Municipal Facilities do not exist and existing Municipal Facilities cannot be upgraded to be made adequate for the attachment of Equipment, Licensee may install its Equipment on the Non-Municipal Facilities or other poles in the ROW lawfully owned and operated by third parties. Subject to obtaining the written permission of the Ukiah Joint Use Agreement Parties or other owner(s) of the affected property and any required Permits (and paying any fees approved in advance by Licensee), Licensor hereby authorizes and allows Licensee to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace Equipment in or on Non-Municipal Facilities or other poles or other structures lawfully owned and operated by the Ukiah Joint Use Agreement Parties or other public utility companies or property owners located within or outside the ROW as may be permitted by such parties and the Ukiah Joint Use Agreement, if applicable. In such situation, a Site Supplement shall be required but a Pole Attachment Fee need not be paid. Licensee shall furnish to Licensor documentation in a form acceptable to Licensor of such permission from the individual utility or property owner responsible. Further, where Municipal Facilities exist that can be made

adequate for the attachment of Equipment, Licensee may not install new poles or structures or create a parallel path or route for its equipment, provided, however, that Licensee may install additional poles or structures if necessary to complete a path or route where existing Municipal Facilities terminate. Nothing herein is intended to limit (i) any rights Licensee may have in accordance with Laws or the Code to install its own poles in the ROW if Licensor and Licensee are unable to mutually agree to enter into a Site Supplement, or if adequate Municipal Facilities do not exist and existing Municipal Facilities cannot be upgraded to be made adequate for the attachment of Equipment subject to necessary Permits, or (ii), except as otherwise expressly set forth herein, any rights of Licensor under Laws or the Code to regulate and charge for the use of the ROW or to regulate the use of property outside the ROW.

3. **Term of Supplements and Agreement; Cancellation; Termination; Removal or Abandonment at Expiration.**

3.1. **Agreement Term.** This Agreement shall be in effect for a period of no less than ten (10) years commencing on the date that this Agreement is fully executed (the "Execution Date"). The Agreement shall automatically be extended for three (3) additional five (5) year terms (each, an "Agreement Renewal Term") unless Licensor or Licensee provides written notice to the other party of its intent not to extend at least ninety (90) days prior to the end of the applicable term, provided, however, that at the time of the extension, Licensee is not in Default, after written notice and the expiration of any applicable cure period, under this Agreement.

3.2. **Supplement Term.** Each Site Supplement shall be in effect for a period of ten (10) years commencing on the "Commencement Date" determined in accordance with each Site Supplement, and expiring on the day before the tenth (10th) anniversary of the Commencement Date unless sooner cancelled or terminated as provided herein (the "Supplement Term"). Provided that Licensee is not in Default of the Site Supplement, the Supplement Term will automatically be extended for up to three (3), successive, five (5) year periods (each, a "Supplement Renewal Term"), with the first five (5) year extension of the Supplement Term commencing immediately upon the expiration of the initial period of the Supplement Term, and each additional five (5) year extension of the Supplement Term commencing immediately upon the expiration of the preceding additional period of the Supplement Term unless notice of non-extension is provided to Licensor by Licensee prior to the commencement of the succeeding Supplement Renewal Term. All of the provisions of this Agreement shall be in effect during the Supplement Term and any extension of the Supplement Term regardless of whether or not the term of the Agreement has expired. No new Site Supplement shall be entered into during the last Agreement Renewal Term unless an amendment to this Agreement has been entered into extending the Term.

3.3. **Cancellation.**

- (a) Licensee may cancel this Agreement or any Site Supplement before the date of expiration by providing Licensor with ninety (90) days express written notice of cancellation. Any prepaid Pole Attachment Fee shall be retained by Licensor. This Agreement and all Site Supplements may only be cancelled or terminated as provided in this Agreement or any Site Supplement.
- (b) Except as otherwise provided herein, Licensor may terminate this Agreement, or at Licensor's election, any Supplement, for Cause upon ten (10) days' prior written notice sent by Licensor to Licensee; in that event, Licensor may exercise its legal rights and/or equitable remedies hereby reserved under this Agreement or in law or equity at any time, including, without limitation, the right to recover any uncollected annual costs and fees that would be due and payable by Licensee to Licensor if this Agreement had not been terminated during the Term for Cause. A termination for cause ("Cause") means: (i) Licensee has failed to cure a material Default of this Agreement within thirty (30) days after it receives the Licensor's notice of Default, or, if the Default can be cured and such cure reasonably requires more than thirty (30) days to achieve, fails to commence such cure within the specified period but, thereafter, diligently continues such cure until completion thereof; (ii) the California Public Utilities Commission, the Federal Communications Commission ("FCC") or other agency exercising jurisdiction over Licensee has, by final order or action that is no longer subject to appeal, terminated or otherwise revoked the Licensee's approval, authorization, certification or license to operate the Equipment, to provide communications service, or to transact business; or (iii) the Licensee's authority to do business in California has expired or is rescinded or terminated by final order or action that is no longer subject to appeal.

3.4. Changes in Law. The Parties acknowledge that the subject of wireline and wireless communications facilities in the context of pole attachments has been addressed and continues to be addressed by federal and California authorities. If, during the term of this Agreement, a Law is adopted, amended or repealed and is made binding upon the City and is applicable to this Agreement, then the Parties agree to negotiate in good faith an amendment to this Agreement (or a new agreement, as the case may be) to the extent necessary (if at all) to comply with such Law. If the Parties cannot mutually agree to an amendment to this Agreement (or a new agreement) within three (3) months after a Party receives the other Party's request to negotiate an amendment to this Agreement (or a new agreement, as the case may be) pursuant to this Section, then the Parties will agree to submit the dispute to mediation and non-binding arbitration under mutually acceptable terms and conditions.

- 3.5. **Abandonment.** If Licensee abandons the use of a Municipal Facilities location for a period of six (6) or more consecutive months, the Equipment for such Municipal Facilities shall be removed at the expense of Licensee. In the event Licensee is unable or refuses to remove such Equipment when requested by Licensor, Licensor may authorize removal upon thirty (30) days' notice to Licensee and Licensee shall be responsible for all costs incurred for such removal and shall reimburse Licensor within forty-five (45) days of the Equipment removal.
4. **Fees and Charges.** Licensee shall be solely responsible for the payment of all fees and charges in connection with Licensee's performance under this Agreement, including those set forth as follows:
- 4.1. **Pole Attachment Fee.** Licensee shall pay to Licensor an annual fee for each Site Supplement pursuant to the following table:

Year:	Pole Attachment Fee:
2018	\$94.00
2019	\$97.00
2020	\$100.00
2021	\$103.00
2022	\$106.00
2023	\$109.00
2024	\$112.00
2025	\$115.00
2026	\$118.00
2027	\$122.00
2028	\$126.00
2029	\$130.00
2030	\$134.00

The initial Pole Attachment Fee for each Site Supplement shall be due as of the Effective Date of each such Site Supplement, and shall not be prorated for any partial initial year. Thereafter, the Pole Attachment Fee for each Site Supplement shall be due on or before January 1 of each year during the Supplement Term (or until such earlier time as such Site Supplement is terminated). Notwithstanding the foregoing, Licensor and Licensee acknowledge and agree that the initial Pole Attachment Fee payment for any Site Supplement hereunder may not actually be paid by Licensee until sixty (60) days after the Effective Date of such Site Supplement. Commencing on January 1, 2031, the annual Pole Attachment Fee shall be increased by three percent (3%) annually over the rate previously in effect, such amount to be rounded up or down, as applicable, to the nearest whole dollar. Licensor also hereby agrees to provide to Licensee (i) a completed, current version of Internal Revenue

Service Form W-9, or equivalent; and (ii) complete and fully executed state and local withholding forms if required.

- 4.2. Permit and Additional Charges. No payment is collected under this Agreement for any Permit issued in connection with the installation of Equipment at any Municipal Facility. Permit requirements, fees and charges are solely governed by the requirements imposed by the Code and approved policies and procedures. Fees and charges for any such Permit will be collected at the time such a Permit is applied for and issued. In the event work will be required to be done by Licensor in connection with the installation of any Equipment (cable pulls, transformer connections/upgrades, etc.), Licensee will be responsible for payment to Licensor for such work, which work shall be approved in advance by Licensee. The cost of said work will be based on a time and materials basis and payment shall be made to Licensor within forty-five (45) days of submittal of the invoice to Licensee for the work. Determination of any necessary work to be done by Licensor will be established at the time each Site Supplement is negotiated, approved and a subsequent application for new service is received by Licensor, and shall be stated in the Site Supplement.
- 4.3. Taxes. Licensee shall pay all applicable city, county and state taxes levied, assessed or imposed by reason of this Agreement or those related to any of Licensee's Equipment and/or provided services. Pursuant to California Revenue and Taxation Code section 107.6, Licensee is advised that it is solely responsible for the payment of possessory interest taxes due under Revenue and Taxation Code section 107 et seq.
- 4.4. Electric meter. Licensee shall install or cause to be installed a separate electric meter on a ground mounted pedestal or on Licensee's pad mounted equipment cabinet as required by the EUSERC and Licensor. Licensee shall be responsible for paying all applicable costs to provide service, including energy rate charges for any electricity furnished by a utility to the Equipment. In lieu of installing a meter, Licensor may, at its sole discretion, provide electricity to Licensee under any particular Site Supplement. In this event, Licensor and Licensee may mutually agree to a monthly fixed estimated kilowatt hour usage per service location based upon the proposed equipment electrical ratings and a calculated electricity usage based on other metered sites utilizing similar equipment, which fixed kilowatt hour usage amount shall be stated in the applicable Site Supplement. Licensee shall pay Licensor within thirty (30) days after receipt of an invoice from Licensor for any such fixed kilowatt hour usage, or metered kilowatt hour usage if the provision of such service is metered or submetered, at the applicable commercial rates in effect at the time of the billing, including the cost per kilowatt hour and other charges included in the applicable commercial rate. All invoices for electricity consumption shall be sent by Licensor to Licensee at Verizon Wireless, P.O. Box 2375, Spokane, Washington 99210-2375.

Said fixed kilowatt hour usage will be subject to change following any alteration to the proposed equipment electrical ratings.

- 4.5. **Payments Made.** All fees and/or additional payments shall be payable to Licensors. All payments shall be in lawful money of the United States of America, and shall be by check only—electronic funds transfer or credit card payments will not be accepted.
- 4.6. **Late Fee.** Any Pole Attachment Fee or other fee due by Licensee hereunder that remains unpaid for more than thirty (30) days after receipt of notice from Licensors of the non-receipt thereof shall be subject to interest at the rate of one percent (1%) per month until paid in full. Further, Licensee's failure to pay any Pole Attachment Fee or other fee, including accrued interest, during such thirty (30) day period shall be treated as a material Default under this Agreement.
5. **Additional License and Permits Required by Code.** To the extent not in contravention of any applicable Law, all of the Equipment will be installed, operated and maintained by or on behalf of Licensee in accordance with applicable provisions of the Code regulating wireless communications facilities. Licensee or its designee will be required to apply for and obtain a Permit issued by Licensors for work performed within the ROW, and the ROW will be used according to the plans submitted by Licensee and approved by Licensors in issuing a Permit. Execution of this Agreement or any Site Supplement does not constitute the issuance of a Permit. Additionally, Licensee will be required to submit an application for new electric service for each installation in accordance with all policies of Licensors and Licensors' electric utility.
6. **Basic Design and Installation Requirements for Using Municipal Facilities.** The basic design of the Equipment will be depicted in Exhibit 1 to each Site Supplement. All of Licensee's construction and installation work for its Equipment on the Municipal Facilities shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner, in accordance with any applicable industry standard, in accordance with Licensors standards, and promptly completed. When Licensors and Licensee have agreed on an existing Municipal Facility location as a suitable site for Licensee's Equipment but the existing Licensors-owned pole needs to be replaced or modified to accommodate the Equipment, then Licensee shall pay to Licensors all costs related to replacing the Licensors-owned pole and/or other work to accommodate the Equipment on the pole, including but not limited to installation of the replacement pole (the "Replacement Pole"), any required relocation of wires and equipment using the pole, whether used by the Ukiah Joint Use Agreement Parties or any other user, transfer of the streetlight fixtures and/or other items attached to the existing Licensors-owned pole to the Replacement Pole, and removal and salvage of the existing Licensors-owned pole, provided, however, that the approximate amount of such costs shall be approved in advance by Licensee. Payment of the replacement or modification costs shall not provide Licensee with any ownership interest in the Replacement Pole, and Licensors shall be deemed to own the original Licensors-owned pole and the Replacement Pole. The

installation or attachment of the Equipment using the Replacement Pole shall be at Licensee's sole cost and expense. All work associated with the replacement of said pole shall be done by Licensor, unless otherwise agreed to in the Site Supplement, and Licensee shall pay for all costs in accordance with Section 4.2. In no case will Licensee have access to or ability to occupy any conduits owned by Licensor. The costs of such work shall be approved in advance by Licensee and stated in the applicable Site Supplement.

7. **Common Conditions or Requirements Applicable to Site Supplements Issued Under this Agreement.**

7.1. Equipment Locations. For each installation, Licensee or its designee shall submit plans and specifications for Licensor review and approval. Upon Licensor approval, the approved plans shall be attached as Exhibit 1 to the applicable Site Supplement. If Licensee desires to add new locations or, subject to Section 2.4, make changes to existing locations, Licensee shall submit a proposed Site Supplement or amended and restated Site Supplement, whichever the case may be, indicating the additional Municipal Facilities that it wishes to use, or other site alterations.

7.2. Damage to Licensor Property. If Licensee damages or disturbs the surface or subsurface of any ROW or adjoining property, pole, streetlight fixture or other public or private improvement in the exercise of the rights granted through this Agreement, Licensee will promptly, at its own expense, and in a manner reasonably acceptable to Licensor, repair the damage or disturbance.

7.3. Public Emergency. In the event of an emergency or to protect the public health or safety, prior to Licensor accessing or performing any work on a Municipal Facility on which Licensee has installed Equipment, Licensor may require Licensee to deactivate such Equipment if any of Licensor's employees or agents must move closer to the Equipment than the FCC recommended minimum distance. In such case, Licensor will contact Licensee at (800) 264-6620 to request immediate deactivation. Licensor, through the Ukiah Electric Utility, reserves the right to de-energize the Equipment in the event of an emergency or if deemed necessary due to immediate safety concerns, provided, however, Licensor shall use commercially reasonable efforts to first provide reasonable notice to Licensee of the same.

7.4. Pole Replacement.

- (a) If a Municipal Facility needs replacement or repair due to a traffic accident or other unforeseen event (a "Pole Replacement"), Licensor will endeavor to promptly replace the applicable Municipal Facility. Upon completion of the replacement, Licensor shall notify Licensee in order for Licensee to install its Equipment. In the event of routine replacement of a

Municipal Facility, Licensor and Licensee will work collaboratively to facilitate the work to minimize disruption to either Party and their respective operations. Notwithstanding the foregoing, if Licensor determines that it is necessary to proceed with the replacement of a Municipal Facility despite its best efforts to work collaboratively with Licensee, it may nonetheless proceed to replace the Municipal Facility without liability of any kind to Licensee and Licensee shall bear all costs to remove and reinstall its Equipment.

- (b) In the event of a Pole Replacement where the Equipment has not been removed, Licensor will contact Licensee to pick up the Equipment and Licensee can reinstall its equipment once the replacement pole is installed and functioning as a Municipal Facility in accordance with the Site Supplement and any necessary Permits for work within the ROW. Should a damaged pole remain in temporary service adjacent to the replacement pole, Licensee will be notified to remove/relocate its equipment and will have up to thirty (30) days to accomplish said relocation (provided however, such time frame shall be extended as required in order to obtain any required Permit). If a relocation is not accomplished within such thirty (30) day period, Licensor has the right to remove the equipment and store it at its equipment yard at the sole expense of Licensee.
- (c) Licensor and Licensee may mutually agree to Licensee's temporary use of a Municipal Facility for its operation during a Pole Replacement period. The temporary location must be acceptable to both Licensor and Licensee. Conditions for such temporary use will be determined through negotiation at the time of such need.

7.5. Removal and Relocation.

- (a) Licensee understands and acknowledges that Licensor may require Licensee to relocate one or more of its Equipment installations. Licensee shall, at Licensor's direction and upon one hundred eighty (180) days prior written notice to Licensee, relocate such Equipment at Licensee's sole cost and expense whenever Licensor reasonably determines that the relocation is needed for any municipal purpose including but not limited to: (i) if required for the construction, modification, completion, repair, relocation or maintenance of a Licensor or other public agency project including the relocation of Equipment due to the installation of a traffic signal pursuant to Section 2.3(b); (ii) Licensor's designation of an underground utility district; (iii) because the Equipment is interfering with or adversely affecting proper operation of Licensor-owned Poles, traffic signals, communications or other Municipal Facilities; or (iv) Licensor is abandoning or removing the Municipal Facility. If due to a public emergency or for other imminent public requirement, as reasonably

determined by Licensor, the one hundred eighty (180) day period may be waived, and Licensor shall provide Licensee such notice as is reasonable given the circumstances. In any such case, Licensee may request a new Site Supplement for an equivalent alternate location. If Licensee shall fail to relocate Licensee's Equipment as requested by Licensor in accordance with the foregoing provision, Licensor shall be entitled to remove the Equipment at Licensee's sole cost and expense, without further notice to Licensee. If Licensee shall fail to relocate Licensee's Equipment as required herein, Licensee shall pay to Licensor the actual costs and expenses incurred by Licensor in performing any removal work and any storage of Licensee's property after removal within forty-five (45) days of the date of a written demand for this payment from Licensor.

- (b) In the event Licensee desires to relocate any Equipment from one Municipal Facility to another, Licensee shall so advise Licensor. Licensee shall submit to Licensor a new Site Supplement for consideration and approval or disapproval.

7.6. Non-exclusiveness. Subject to Section 7.7(d), the rights and privileges granted to Licensee under this Agreement, and each Site Supplement described herein, are non-exclusive.

7.7. Non-interference. The following provisions shall apply to ensure and/or avoid interference (both physical interference and radio frequency interference) resulting from Licensee's installation, operation and/or maintenance of its Equipment. Licensor communication is critical to public safety and the ability of Licensor to provide essential services. Therefore, Licensor's communications systems shall be considered primary and essential, whereas Licensee's communications are secondary to Licensor and any other public safety entities.

- (a) RF Interference. Licensee shall ensure that the Equipment will not cause radio frequency interference with wireless communication facilities or devices, cable television, broadcast radio or television systems, satellite broadcast systems, or Licensor traffic, public safety or other public service communications signal equipment existing at the time of installation of the Equipment or at any time in the future. Further, Licensee shall not install, operate, or allow the use of equipment, methodology or technology that interferes with or is likely to interfere with the optimum effective use or operation of Licensor's existing or future public safety, emergency or other public service communication equipment, methodology or technology (i.e., voice or other data carrying, receiving or transmitting equipment).
- (b) Existing Uses. Licensee shall not interfere in any manner with the existing uses of Licensor property including the ROW, and including sanitary sewers, water mains, storm drains, gas mains, poles, aerial and

underground electric and telephone wires, streetlight fixtures, cable television, and other telecommunications, utility, sidewalks, streets, bicycle lanes and municipal property without the express written approval of the owner(s) of the affected property or properties.

- (c) Licensor Communications. Licensee shall not interfere in any manner with current or future Licensor public safety or public service communication equipment or signals.
- (d) Licensor Interference. Licensor agrees that it shall use commercially reasonable efforts to include a provision in any future agreements with any proposed tenants, licensees or users of the ROW who take possession of space within the ROW after the Effective Date of the correspondent Site Supplement that said tenant, licensee or user shall install only such equipment that does not cause commercially unreasonable and harmful interference with Licensee's existing licensed equipment within the ROW which is measurable in accordance with the then existing industry standards. Licensee shall be named in said agreement as a third-party beneficiary with the same rights as Licensor to enforce that provision of the agreement. Licensor and Licensee acknowledge and agree that, in the event any other tenants, licensees or users of the ROW cause commercially unreasonable and harmful interference with Licensee's Equipment, Licensee shall pursue any correspondent claims directly against such interfering party to final adjudication. Notwithstanding the foregoing, Licensor and Licensee acknowledge and agree that the obligations of Licensor and the rights of Licensee pursuant to this Section 7.7(d) are expressly subject to (a) Licensor's use of the ROW for public safety and public service purposes as set forth herein, (b) any existing contractual obligations of Licensor, and (c) the then-existing equipment of other tenants, licensees or users of the applicable ROW as of the Effective Date of the correspondent Site Supplement. Additionally, in the event of a breach by Licensor of its obligations under this Section 7.7(d), Licensee's sole remedy as to Licensor shall be limited to equitable remedies, including injunctive relief and specific performance, and without any right of recovery of monetary or compensatory damages, or attorney's fees or costs.
- (e) Remedies. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of twenty-four (24) hours following notice to the interfering party via telephone to Licensee's Network Operations Center at (800) 264-6620, Licensee shall immediately reduce transmitter power or discontinue use of the equipment, methodology or technology that causes the interference until Licensee takes corrective measures to alter the Equipment to eliminate such interference. If the Equipment is causing such interference, any such

corrective measures shall be made at no cost to Licensor. If requested by Licensor, Licensee shall provide to Licensor notice containing a list of the radio frequencies Licensee is using at leased facilities.

8. **Damage to Licensee's Equipment.** In the event of any damage to Licensee's Equipment, Licensor shall have no liability or responsibility to repair the same unless such damage arose from the negligence or willful misconduct of Licensor, its employees, agents or contractors; provided, however, in such case, Licensor's liability shall be limited to the cost to repair or replace the same.
9. **Title and Ownership.**
 - 9.1. **Title to the Municipal Facility.** Title to the Equipment, exclusive of the Municipal Facility (original or replacement) used for support, but including ground mounted equipment, shall remain with Licensee and shall constitute Licensee's personal property and equipment, and not fixtures or improvements attached to the land.
 - 9.2. **No Ownership in Licensor Property.** Neither this Agreement, nor any license issued herein, nor any Permit separately issued for installation of any Equipment, regardless of the payment of any fees and charges, shall create or vest in Licensee any ownership or property rights in any portion or elements of the Municipal Facilities, the underlying real property on which any Licensor owned poles or any Equipment is located, or any portion of the ROW. Additionally, except as otherwise expressly provided herein, Licensee acknowledges that this Agreement does not constitute or create a leasehold interest or right to the benefit of any Licensor property or portion thereof. Nothing contained in this Agreement shall be construed to compel Licensee to construct, retain, extend, place or maintain any poles or other facilities for the benefit of Licensor which are not needed for Licensee's own service requirements.
 - 9.3. **"As Is" Condition.** Subject to Section 10, Licensee accepts the Municipal Facilities identified in any Site Supplement, or any Replacement Pole, in its "AS IS" condition, without representation or warranty of any kind by Licensor, or any Licensor officer, agent, or employee, and subject to all applicable laws, rules and ordinances governing the use of the Licensor poles or Licensor for Licensee's intended purpose.
10. **Maintenance and Repair.** Subject to Section 7.2, Licensor shall maintain and keep the Municipal Facilities containing Equipment in good condition and in accordance with Licensor's standard maintenance requirements, at its sole cost and expense. Licensee shall keep the Equipment and other improvements by Licensee on the Municipal Facilities, if any, in good repair.

11. **Hazardous Substances.** Licensee agrees that Licensee, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose of any Hazardous Substance on, under, about or within the area of a Municipal Facility or the ROW in which it is located in violation of any applicable federal, state, county or local law or regulation. Except to the extent of the negligence or intentional misconduct of Licensor, Licensee will pay, indemnify, defend and hold Licensor harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee pursuant to this Agreement. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance by or on behalf of Licensee will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that Licensee is only using a small portion of the ROW and that Licensee shall not be responsible for any environmental condition or issue except to the extent resulting from Licensee's specific activities and responsibilities under this Agreement.
12. **Indemnity.** Licensee shall indemnify and hold Licensor and its employees, contractors or agents harmless against and from any claim of liability or loss from personal injury or property damage (i) resulting from or arising out of the negligence or willful misconduct of Licensee, or (ii) based on a claim of inverse condemnation arising out of the presence of Equipment on Municipal Facilities, except to the extent such claims or damages may be due to or caused by the sole negligence or willful misconduct of Licensor or its employees. Licensor will provide Licensee with prompt, written notice of any claim covered by this indemnification; provided that any failure to provide any such notice, or to provide it promptly, shall not relieve Licensee from its indemnification obligation in respect of such claim. Licensor shall cooperate appropriately with Licensee in connection with its defense of such claim. Licensee shall defend Licensor, at Licensor's request, against any claim with counsel reasonably satisfactory to Licensor. Licensee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of Licensor and without an unconditional release of all claims by each claimant or plaintiff in favor of Licensor.
13. **Insurance Requirements.**
- 13.1. **Licensee's Insurance.** Licensee shall procure and maintain insurance in the amounts and form specified in attached Exhibit B.
- 13.2. **Certificates.** If a certificate of insurance is submitted as verification of coverage, Licensor will reasonably rely upon the certificate as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, Licensee must forward renewal or replacement certificates to Licensor within fifteen (15) business days after the renewal date containing all the necessary insurance provisions.

14. **Assignment/Subletting.**

- 14.1. This Agreement and each license granted herein is personal to Licensee and for Licensee's use only. Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder. Subject to Section 14.3, this Agreement and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Any Agreement which is assigned or otherwise transferred pursuant to this Section shall be equally subject to all the obligations and privileges of this Agreement, including any amendments, which will remain in effect as if the assigned Agreement was the original Agreement. After assignment, this Agreement, including any amendments, shall be binding on the assignee to the full extent that it was binding upon Licensee.
- 14.2. Any non-permitted transfer or assignment of the right to attach Equipment to a Licensor-owned pole shall be void and not merely voidable. Licensor, in its sole discretion and in addition to all other lawful remedies available to Licensor under this Agreement, may collect any fees owed from Licensee all without prejudicing any other right or remedy of Licensor under this Agreement. No cure or grace periods shall apply to transfers or assignment prohibited by this Agreement or to the enforcement of any provisions of this Agreement against a transferee or assignee who did not receive Licensor's consent.
- 14.3. Notwithstanding anything to the contrary in this Section 14, without any approval or consent of Licensor, this Agreement and/or any Site Supplement may be sold, assigned or transferred by Licensee to (i) any entity in which Licensee directly or indirectly holds a controlling equity or similar interest; (ii) any entity which directly or indirectly holds a controlling equity or similar interest in Licensee; or (iii) any entity directly or indirectly under common control with Licensee. Licensee may assign this Agreement and/or any Site Supplement to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Municipal Facility is located by reason of a merger, acquisition or other business reorganization without approval or consent of Licensor.
15. **Default.** It is a "Default" if either Party fails to comply with this Agreement or any Site Supplement and does not remedy the failure within (i) fifteen (15) days after written notice by the other Party for a monetary breach, or (ii), as to any other breach of this Agreement, thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice.

16. **Remedies.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may terminate this Agreement if the Default affects all Site Supplements and the Agreement as a whole, or any Site Supplement subject to the Default, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the State of California.
17. **Surrender.** Within ninety (90) days of the expiration of the Supplement Term of any Site Supplement, or upon the earlier termination thereof, Licensee shall remove all Equipment attached or ground mounted, at its sole expense, shall repair any damage to the Municipal Facilities or the ROW caused by such removal, and shall restore the Municipal Facilities to the condition in which they existed prior to the installation of the Equipment (whether attached or ground mounted), reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted.
18. **Notices.** Any notice, request, demand, statement or consent herein required or permitted to be given by either Party to the other hereunder, shall be in writing signed by or on behalf of the Party giving the notice and addressed to the other at the address as set forth below:

Licensor:

City Manager
City of Ukiah
Ukiah Civic Center
300 Seminary Avenue
Ukiah, California 95482

With copy to:

Director Electric Utility
City of Ukiah
Ukiah Civic Center
300 Seminary Avenue
Ukiah, California 95482

Licensee:

Cellco Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Each party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address. Each notice, demand, request or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served or sent for all purposes hereunder (i) two (2) business days after it shall be mailed by United States registered or certified mail, postage prepaid and return receipt requested, in any

post office or branch post office regularly maintained by the United States Postal Service, (ii) upon personal delivery, or (iii) one (1) business day after deposit with any recognized commercial air courier or express service. Any communication made by e-mail or similar method shall not constitute notice pursuant to this Agreement.

19. **Miscellaneous.**

- 19.1. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all negotiations, understandings or agreements. Any amendments to this Agreement must be in writing and executed by both Parties.
- 19.2. **Severability.** If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 19.3. **Governing Law.** This Agreement shall be governed by the laws of the State of California without regard to choice of law rules.
- 19.4. **Exhibits.** All Exhibits referred to and attached to this Agreement are incorporated herein by reference.
- 19.5. **Authority to Execute.** Any individual executing this Agreement on behalf of or as representative for a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such party, and this Agreement is binding upon such party in accordance with its terms. Licensor hereby designates and authorizes the Director of the Ukiah Electric Utility to execute all Site Supplements entered into under this Agreement. This designation and authorization may be changed by Licensor upon written notice to Licensee.
- 19.6. **No Waiver.** A Party shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.
- 19.7. **Force Majeure.** With respect to any provisions of this Agreement, the violation or non-compliance of any term of this Agreement which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon a Party, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such Party's reasonable control.

- 19.8. Limitation of Liability. Except for indemnification pursuant to Section 12, neither Party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 19.9. Waiver of Jury Trial. Each of the Parties hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement or the transactions contemplated hereby. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
20. Consent of Ukiah Joint Use Agreement Parties. Pursuant to the Ukiah Joint Use Agreement, Licensors and Licensees acknowledge and agree that the parties have obtained the requisite consent of the Ukiah Joint Use Agreement Parties as necessary for Licensee's use permitted hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of _____, 2019 (the "Execution Date").

LICENSOR:

City of Ukiah, a municipal corporation

By: _____
Name: _____
Title: _____

LICENSEE:

Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

EXHIBIT A

Form of Site Supplement

Supplement

This Supplement ("Supplement"), made this ____ day of _____, 20____ ("Effective Date") between the City of Ukiah, a municipal corporation, with an address of Ukiah Civil Center, 300 Seminary Avenue, Ukiah, California 95482, hereinafter designated "Licensor," and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, with its principal offices at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated "Licensee":

1. Supplement. This is a Site Supplement as referenced in that certain Agreement for the Use of Licensor Property in Connection with the Operation of a Wireless Network, between Licensor and Licensee dated _____, 20____ ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of the Agreement shall govern unless otherwise stated in this Supplement. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. Project Description and Locations. Licensee shall have the right to use the Municipal Facility or Non-Municipal Facility for Equipment at the designated areas in the ROW as further depicted in Exhibit 1 attached hereto (the "Licensed Area").
3. Equipment. The Equipment to be installed at the Licensed Area is depicted in Exhibit 1 attached hereto.
4. Term. The term of this Supplement shall be as set forth in Section 3.2 of the Agreement.
5. Fees. The initial annual Attachment Fee for the term of this Supplement shall be _____, as determined in accordance with the Agreement, and as adjusted by Section 4.1 of the Agreement.
6. Commencement Date. The first day of the month following the date Licensee has commenced installation of its Equipment at the Licensed Area.
7. Approvals/Fiber. It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively, the "Governmental Approvals") that may be required by any federal, state or local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee use of the Licensed Area as set forth above. In the event that (i) any of such applications for

such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All license fee payments paid to said termination date shall be retained by Licensor. Upon such termination, this Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of the Attachment Fee to Licensor.

8. Consent of Ukiah Joint Use Agreement Parties. Pursuant to the Ukiah Joint Use Agreement, Licensor and Licensee acknowledge and agree that the parties have obtained the requisite consent of the Ukiah Joint Use Agreement Parties as necessary to permit Licensee's use of the Licensed Area hereunder.

9. Miscellaneous. _____.

[Signature page follows]

EXECUTED to be effective as of the date shown above.

LICENSOR:

City of Ukiah, a municipal corporation

By: _____
Name: _____
Title: _____

LICENSEE:

Cellco Partnership, a Delaware general
partnership, d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

Exhibit 1

Equipment and Municipal Facility

[see attached]

EXHIBIT B

Licensee's Minimum Insurance Requirements

1. General.

A. Prior to performing work under this Agreement, Licensee shall furnish Licensor a certificate of insurance on a standard insurance industry ACORD form. Licensee shall also provide a blanket additional insured endorsement including Licensor as an additional insured as its interest may appear under this Agreement, excepting Workers Compensation and Employer's Liability insurance. The insurance coverage required must be issued by an insurance provider admitted to issue insurance in the State of California, possessing a current A.M. Best, Inc. rating of A-VII or better, and coverage shall be reasonably satisfactory to Licensor.

B. Licensee shall procure and maintain the insurances set forth below. Licensee shall also require any of its contractors to obtain and maintain substantially the same coverage as required of Licensee until all of their obligations have been discharged.

C. The insurance requirements set forth below in no way limit the indemnity covenants contained in this Agreement.

D. Licensor in no way warrants that the insurance limits contained in this Agreement are sufficient to protect Licensee from liabilities that might arise out of the performance of this Agreement by Licensee and its contractors, and Licensee is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Licensee from, nor will it be considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2. Scope and Limits of Insurance. Licensee shall provide coverage with limits of liability stated below.

A. Commercial General Liability Insurance-Occurrence Form. Licensee must maintain Commercial General Liability insurance with a limit of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 general aggregate including premises-operations, products and completed operations, independent contractor, contractual liability, personal injury and advertising injury.

B. Commercial Automobile Liability Insurance. Licensee must maintain Commercial Automobile Liability insurance in the amount of \$1,000,000.00 combined single limit each accident for bodily injury and property damage covering all of Licensee owned, hired and/or non-owned vehicles assigned to or used in the performance of Licensee's work or activities under this Agreement.

C. Workers Compensation and Employers Liability Insurance. Licensee must maintain Workers Compensation insurance in compliance with the statutory requirements of the state of operation and Employer's Liability insurance with a limit of \$1,000,000.00 for each accident, \$1,000,000.00 disease for each employee, and \$1,000,000.00 disease-policy limit.

D. Builders' Risk/Installation Floater Insurance. Builders' Risk/Installation Floater insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or (ii) until no person or entity, other than Licensor, has an insurable interest in the property required to be covered.

- (1) The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by Licensor.
- (2) The Builders Risk/Installation Floater insurance must include as named insureds, Licensor, Licensee and all tiers of contractors and others with an insurable interest in the work.
- (3) Licensee is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

3. **Additional Policy Provisions Required.**

A. Miscellaneous Provisions.

- (1) Licensee's insurance coverage must be primary insurance with respect to Licensor, its officers, officials and employees and written on an occurrence basis. Any insurance or self-insurance maintained by Licensor, its officers, officials and employees shall be in excess of the coverage provided by Licensee and must not contribute to it.
- (2) Licensee's insurance must apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (3) The policies must contain a severability of interest clause and waiver of subrogation against Licensor, its officers, officials and employees, for losses arising from work performed by Licensee for Licensor.
- (4) Licensee is required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of one (1) year following completion and acceptance of the work. Licensee must submit a certificate of insurance evidencing Commercial General Liability

insurance during this period evidencing the insurance requirement and including the required additional insureds set forth herein.

- (5) If a certificate of insurance is submitted as verification of coverage, Licensor will reasonably rely upon the certificate of insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.
- (6) Upon receipt of notice from its insurer, Licensee shall use its best effort to provide Licensor with thirty (30) days prior written notice of cancellation. Such notice shall be sent directly to City of Ukiah, 300 Seminary Avenue, Ukiah, California 95482.

B. Licensor as Additional Insured. The above-referenced policies shall, excluding workers compensation and employer's liability, include Licensor, its officers, officials and employees as an additional insured as their interest may appear under this Agreement with respect to liability arising out of activities performed by Licensee.

EXHIBIT C

Ukiah Joint Use Agreement

[see attached]



NOTICE OF CEQA EXEMPTION

TO: ☐ **Office of Planning and Research**
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: **City of Ukiah**
300 Seminary Avenue
Ukiah, CA 95482

X **County Clerk**
County of Mendocino
Courthouse

PROJECT TITLE:	Adoption of the Broadband Deployment Ordinance
PROJECT LOCATION:	Within the entire City of Ukiah city limits.
DESCRIPTION OF PROJECT:	The project consists of adoption of the Broadband Deployment Ordinance adding article 10 to article 2 of division 2 of the Ukiah City Code in compliance with the Federal Communication Commission's Declaratory Ruling and Third Report and Order ("FCC 18-133") intended to facilitate deployment of infrastructure necessary for 5G and other advanced wireless services.
PUBLIC AGENCY APPROVING PROJECT:	City of Ukiah
DATE OF APPROVAL:	July 17, 2019
NAME OF PROJECT APPLICANT:	City of Ukiah

CEQA EXEMPTION STATUS:

- ☐ Ministerial
- ☐ Declared Emergency
- X **Categorical Exemption:** Article 19, Sections 15301 and 15303
- ☐ Statutory Exemption Section



REASONS WHY PROJECT IS EXEMPT:

The purpose and intent of the Broadband Deployment Ordinance (adopted by the City of Ukiah City Council on July 17, 2019; included in Exhibit A) is to establish standards and procedures for communications service providers to develop wireless communications facilities and other infrastructure deployments. The need for this Ordinance was prompted by the Federal Communication's adoption of regulations ("Regulations"), effective January 14, 2019, implementing a Declaratory Ruling and Third Report and Order ("FCC 18-133") by the FCC regarding the deployment of small wireless facilities to support 5G cell service and interpreting the requirements imposed on local governments by the Telecommunications Act of 1996. The standards and procedures set forth in the Ordinance must comply with the FCC ruling intended to facilitate deployment of infrastructure necessary for 5G and other advanced wireless services.

The proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Article 19, Section 15301 Existing Facilities and Section 15303, New Construction or Conversion of Small Structures because adoption of the Ordinance will establish standards and procedures for issuing ministerial permits for communications service providers to develop wireless communications facilities and other infrastructure deployments within the City of Ukiah. However, the potential specific communication and infrastructure projects and locations are unknown at this time. The Ordinance contains standards for siting, height, and aesthetic guidelines. Although it is anticipated that all future projects submitted in accordance with standards contained within the Ordinance will be exempt from CEQA, each subsequent project would be reviewed in compliance with CEQA on a case-by-case basis and additional CEQA review may be required.

Based on the foregoing, the adoption of the Broadband Deployment Ordinance qualifies for the above CEQA exemptions.

Lead Agency Contact Person	Craig Schlatter, Director of Community Development
Phone Number	(707) 463-6219
Email	cschlatter@cityofukiah.com

This is to certify that the record of project approval is available to the General Public at:

Community Development Department, Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482

July 17, 2019

Director of Community
Development

Signature (Public Agency)

(Date)

(Title)



EXHIBIT A
CITY OF UKIAH BROADBAND DEPLOYMENT ORDINANCE

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING ARTICLE 10 TO ARTICLE 2 OF DIVISION 2 OF THE UKIAH CITY CODE, ENTITLED “BROADBAND DEPLOYMENT,” COMMENCING WITH SECTION 2400.

The City Council of the City of Ukiah hereby ordains as follows:

SECTION ONE.

Article 10 is hereby added to Article 2, Division 2 of the Ukiah City Code to read as follows:

ARTICLE 10. BROADBAND DEPLOYMENT

2400. Short Title and Definitions

Section 2400.1 Short Title.

This Article 10 is titled “Broadband Deployment”.

Section 2400.2 Definitions.

- a. **“Administrative Review”** means ministerial review of an Application by the City relating to the review and issuance of a Permit, including review by the City’s Director of Community Development (“Director”) to determine whether the issuance of a Permit is in conformity with the applicable provisions of this Article. This process does not involve the exercise of discretion. Either the issuance of a Permit is in conformity with the applicable provisions of this Article or it is not. This process is not subject to a public hearing.
- b. **“Antenna”** means communications equipment that transmits and/or receives over-the-air electromagnetic signals used in the provision of Wireless Services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.
- c. **“Applicable Codes”** means currently adopted California building, fire, safety, electrical, plumbing, or mechanical codes adopted under Section 3000 of this Code.
- d. **“Applicant”** means a Person who submits an Application.
- e. **“Application”** means a written request submitted by an Applicant in a form adopted by the Community Development Department to the City for a Permit (i) to locate or Collocate, or to modify, a Communications Facility underground or on any existing Support Structure, Pole, or Tower, or (ii) to construct, modify or Replace a new Support Structure, Pole or Tower or any other structure on which a Communications Facility will be Collocated.
- f. **“City”** means the City of Ukiah.

- g. **“City Pole”** means a Pole owned, managed or operated by or on behalf of the City.
- h. **“Collocate”** means to install, mount, maintain, modify, operate and/or replace a Communications Facility on an existing Support Structure, Pole, or Tower or any other structure capable of supporting such Communications Facility. “Collocation” has a corresponding meaning.
- i. **“Communications Facility”** means, collectively, the equipment at a fixed location or locations that enables communication between user equipment and a communications network, including: (i) radio transceivers, Antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole, Tower or Support Structure to which the equipment is attached.
- j. **“Communications Service Provider”** means a cable operator, as defined in 47 USC § 522(5), a provider of information service, as defined in 47 USC § 153(24), a provider of telecommunications service, as defined in 47 USC § 153(53), a provider of fixed wireless, or a provider of personal wireless services as defined in 47 U.S.C. § 332(c)(7)(C)(i).
- k. **“Decorative Pole”** means a City Pole that is specially designed and placed for aesthetic purposes.
- l. **“Department”** means the City Department of Community Development.
- m. **“Deployable”** means a portable, self-contained Wireless Facility that can be moved to a specified location or area and provide Wireless Services on a temporary or emergency basis such as a “cell on wheels” or “COW,” “cell on light truck” or “COLT,” tethered balloon, tethered drone or other unmanned device.
- n. **“Discretionary Review”** means review of an Application by the City relating to the review and issuance of a Permit, that is other than an Administrative Review. Discretionary Review involves discretion on the part of the City (subject to any applicable limits on such discretion) in determining whether to issue a Permit and may be subject to one or more public hearings or meetings.
- o. **“Eligible Facilities Request”** means an eligible facilities request as set forth in 47 C.F.R. Section 1.40001(b)(3), as may be amended from time to time.
- p. **“FCC”** means the Federal Communications Commission of the United States.
- q. **“Fee”** means a one-time, nonrecurring charge, whether a fixed amount or cost-based amount based on time and expense.
- r. **“Historic Property”** means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register maintained by the United States Secretary of the Interior (in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified at 47 C.F.R. Part 1, Appendix C) or established pursuant to state historic preservation law.

- s. **“Law”** means any and all Federal, State, or local law, statute, common law, code, rule, regulation, order, or ordinance.
- t. **“Ordinary Maintenance, Repair and Replacement”** means (i) with respect to a Communications Facility and/or the associated Support Structure, Pole or Tower, inspections, testing, repair and modifications that maintain functional capacity, aesthetic and structural integrity, and (ii) with respect to a Communications Facility only, the replacement or upgrade of Antennas and/or other components of the Communications Facility (specifically, such as a swap out or addition of 5G Antennas and radio equipment as required by the Applicant), with Antennas and/or other components substantially similar, in color, aggregate size and other aesthetics to that previously permitted by the City (and/or consistent with the same height and volume limits for Wireless facilities under this Article), so long as the Support Structure, Pole, or Tower will structurally support, or prior to installation will be modified to support, the structural load. Modifications are limited by the structural load analysis supplied by the Applicant to the City, and by the volume limits in Subsection 2400.2(aa). Modifications beyond the foregoing must be requested in writing by the Applicant and are subject to discretionary approval by the City.
- u. **“Permit”** means a written authorization (in electronic or hard copy format) required by the City to initiate, continue, or complete installation of a Communications Facility, or an associated Support Structure, Pole, or Tower.
- v. **“Person”** means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.
- w. **“Pole”** means a pole, such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal or other material, located or to be located within the Public Right of Way or Utility Easement. The term does not include the vertical support structure for traffic lights, a horizontal structure to which signal lights or other traffic control devices are attached, or the arm of a streetlight unless the City grants a waiver for such pole. The term does not include electric transmission (but does include electric distribution) poles or structures. A Pole does not include a Tower or Support Structure.
- x. **“Provider”** means a Communications Service Provider or a Wireless Provider.
- y. **“Public Right of Way” or “Public ROW”** means the area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, alley or similar purpose, but not including a federal interstate highway or other area not within the legal jurisdiction, or within the legal ownership or control of the municipality.
- z. **“Rate”** means a recurring charge.
- aa. **“Replace” or “Replacement”** means, in connection with an existing Pole, Support Structure or Tower, to replace (or the replacement of) same with a new structure, similar in design, size and scale to the existing structure and in conformance with current adopted requirements of the City, in order to address limitations of, or change

requirements applicable to, the existing structure to structurally support Collocation of a Communications Facility. In connection with replacement of a Pole or Tower to support Collocation of a Wireless Facility, similarity in size and scale shall be evaluated consistent with 47 C.F.R. 1.40001 Subpart b(7).¹

- bb. **“Small Wireless Facility” or “Small Cell”** means a Wireless Facility that meets both of the following qualifications: (i) each Wireless Provider’s Antenna (including, without limitation, any strand-mounted Antenna) could fit within an enclosure of no more than 3 cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume, with a maximum of 7 cubic feet being pole mounted. The following types of associated, ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for connection of power and other services.
- cc. **“State”** means the State of California.
- dd. **“Support Structure”** means a building, a billboard, a water tank or any other structure to which a Communications Facility is or may be attached. Support Structure does not include a Pole or a Tower.
- ee. **“Tower”** means any structure built for the sole or primary purpose of supporting a Wireless Facility, such as a self-supporting Tower, a monopole, a lattice Tower or a guyed Tower. Tower also includes a structure designed to conceal from the general public the Wireless Facility. A Tower does not include a Pole or a Support Structure.

¹ **(7)** Substantial change. A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

(i) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;

(A) Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

(ii) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

(iii) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

(iv) It entails any excavation or deployment outside the current site;

(v) It would defeat the concealment elements of the eligible support structure; or

(vi) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in § 1.40001(b)(7)(i) through (iv).

- ff. **“Utility Easement”** means the area on, below, or above privately- owned property that has been designated for use as or is used for a specific utility purpose (such as for electric, cable or other utility purpose), and is evidenced by a recorded instrument in the public land records pursuant to a recorded plat, easement or right of way or is otherwise a legally enforceable easement, and does not include any portion of a Public Right of Way.
- gg. **“Wireless Facility”** means a Communications Facility installed and/or operated by a Wireless Provider. The term does not include: (i) the Support Structure, Tower or Pole on, under, or within which the equipment is located or Collocated; or (ii) coaxial, fiber-optic or other cabling that is between Communications Facilities or Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna. A Small Wireless Facility is one example of a Wireless Facility.
- hh. **“Wireless Infrastructure Provider”** means any Person, including a Person authorized to provide telecommunications service in the State, that builds or installs and/or operates Wireless Facilities or Poles, Towers or Support Structures on which Wireless Facilities are or are intended to be used for Collocation, but that is not a Wireless Services Provider.
- ii. **“Wireless Provider”** means a Wireless Infrastructure Provider or a Wireless Services Provider.
- jj. **“Wireless Services”** means any wireless services including, without limitation, personal wireless services as that term is defined in 47 USC § 332(c)(7)(C)(i), fixed wireless and other wireless services.
- kk. **“Wireless Services Provider”** means a Person who provides Wireless Services.

Section 2401 Governance of Deployment in the Public ROW

Section 2401.1 General Provisions of Agreement for Access to Public ROW

- a. Municipal Agreement for City owned facilities. Prior to receiving a Permit to install a communications Facility in the Public ROW on facilities owned wholly or in part by the City, each Applicant shall be required to enter into a Municipal Agreement substantially in the form of Appendix A. At the option of the City, the provisions of the Agreement shall prevail over any provision in this Article which conflicts or is inconsistent with the provisions of the Agreement. The Applicant shall submit an executed Agreement with their Application. For facilities in the Public ROW that are not owned wholly or in part by the City, the Applicant shall consult with the owner of the facility and obtain the consent of the owner prior to installation.
- b. Fees
 - 1. **Application Fees** shall be established by resolution of the City Council from time to time and shall be based on a measurable estimate of the actual costs of services rendered by the Department from the time of the initial application intake submission until the application is approved.

2. **Make-Ready Fee** shall be determined on a site-specific, engineering basis, for work reasonably necessary to make a particular City Pole suitable for attachment of the applicable Communications Facility.
3. **Annual ROW or Occupancy Rate** shall be established and revised from time to time by City Council resolution.
4. **Annual Pole Attachment Fee**, for attachment to a City Pole shall be established and revised from time to time by City Council resolution.
5. Generally applicable, non-discriminatory Fees, such as for Electrical permits, Building permits, or Encroachment permits.
6. An Applicant shall not be subject to any municipal Fees or Rates or payment of other compensation, other than those expressly cited above or as may be otherwise negotiated between an Applicant and the City or required pursuant to the City Code.
7. The Applicant, or person who owns or operates the Communications Facility installed in the Public ROW (including, without limitation, on a City Pole) may remove its facilities at any time from the Public ROW, upon not less than thirty (30) days prior written notice to the City and may cease paying to the City any applicable Fees for such use, as of the date of actual removal of the facilities; provided the removal leaves the structure and grounds, if any, occupied by the Communications Facility in the condition they were in prior to its installation.

Section 2401.2 Permitted Communications Facility Uses/Administrative Review; Application

- a. Permitted Use. The following uses within the Public ROW shall be a permitted use, subject to Administrative Review and issuance of a Permit as set forth in this Section 2401.2. All such uses shall be in accordance with all other applicable provisions of this Article, including without limitation, those set forth in Section 2401.5 below:
 1. Collocation of Small Cells or a Collocation that qualifies as an Eligible Facilities Request;
 2. Modification of a Pole, Tower or Support Structure or Replacement of a Pole, for Collocation of a Communications Facility that qualifies as an Eligible Facilities Request or involves a Small Wireless Facility that does not exceed the maximum limitations set forth in Subsection 2401.3.c.1(A)(i) below. All other such modifications or Replacements require a minor use permit under Section 9262.
 3. Construction of a new Pole or a monopole Tower (but no other type of Tower) to be used for Collocation of Small Cells that does not exceed the maximum height and location requirements set forth in Subsection 2402.3.c.1(A)(i) below; and

4. Construction of a Communications Facility, other than those set forth in subparagraphs (1), (2) or (3) in this Subsection 2401.2.a, involving the installation of coaxial, fiber-optic or other cabling, that is installed underground in accordance with City standards for buried utility cabling or above ground between two or more Poles or a Pole and a Tower and/or Support Structure, and related equipment and appurtenances.
- b. Permit Required. No Person shall place any facility described in Subsection 2401.2.a above in the Public ROW without first filing an Application for same and obtaining a Permit therefor, except as otherwise expressly provided in this Article.
- c. Proprietary or Confidential Information in Application. The City shall make accepted Applications publicly available. Notwithstanding the foregoing, Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each portion of such materials accordingly, and the City shall treat the information as proprietary and confidential, subject to applicable provisions in the California Public Records Act. (Gov’t Code §6250 et seq.)
- d. Administrative Review Application Requirements. The Application shall be made by the applicable Provider or its duly authorized representative and shall contain the following:
 1. The Applicant’s name, address, telephone number, and e-mail address, including emergency contact information for the Applicant.
 2. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application.
 3. A general description of the proposed work and the purposes and intent of the proposed facility. The scope and detail of such description shall be appropriate to the nature and character of the physical work to be performed, with special emphasis on those matters likely to be affected or impacted by the physical work proposed.
 4. Detailed construction drawings regarding the proposed facility in addition to any plans required by Applicable Codes.
 5. To the extent the proposed facility involves Collocation on a Pole, Tower or Support Structure, a structural report performed by a duly licensed engineer evidencing that the Pole, Tower or Support Structure will structurally support the Collocation (or that the Pole, Tower or Support Structure will be modified to meet structural requirements) in accordance with Applicable Codes.
 6. For any new aboveground facilities, visual depictions or representations if not included in the construction drawings.
 7. An executed Municipal Agreement as set forth in Section 2401.1.a of this Code,

if applicable.

- e. Ordinary Maintenance, Repair and Replacement. An Application shall not be required for Ordinary Maintenance, Repair and Replacement, other than to the extent required for Permits described in Subsection 2401.5.b.3 below.
- f. Information Updates. Any material change to information contained in an Application shall be submitted in writing to the City within thirty (30) days after the information has changed.
- g. Application Fees. Unless otherwise provided by applicable Laws, all Applications pursuant to this Article shall be accompanied by the Fees required under Subsection 2401.1.a above.

Section 2401.3 Action on Administrative Review Applications

- a. Review of Applications.
 - 1. The Department shall review the Application in light of its conformity with applicable provisions of this Article and shall issue a Permit on nondiscriminatory terms and conditions, subject to the following requirements.
 - (A) Within ten (10) days of receiving an Application, the Department must determine and notify the Applicant whether the Application is complete; or if an Application is incomplete, the Department must specifically identify the missing information, and may toll the approval interval in Subsection 2401.3.a.1(B) below. The Applicant may resubmit the completed Application within twenty (20) days without additional charge, and the subsequent review will be limited to the specifically identified missing information subsequently completed, except to the extent material changes to the proposed facility have been made by the Applicant (other than those requested or required by the Department) in which case a new Application and Application Fee for same must be submitted.
 - (B) The Department must make its final decision to approve or deny the Application within sixty (60) days for a Collocation, and ninety (90) days for any new structure, after the Application is complete (or deemed complete). The Department must advise the Applicant in writing of its final decision, and in the final decision document the basis for a denial, including specific code provisions and/or regulations on which the denial was based. A decision to deny an application shall be in writing and supported by substantial evidence contained in a written record, publicly available, and sent to the applicant. The written decision, supported by such substantial evidence, shall constitute final action by City. The review period or “shot clock” shall continue to run until the written decision, supported by substantial evidence, is made publicly available and sent to the Applicant. The Applicant may cure the deficiencies identified by the

City and resubmit the Application within 30 days of the denial without paying an additional Application Fee unless denial was issued due to non-compliance with Design Guidelines or other requirements under this Section 2401, in which case a new Application Fee must be paid.

(C) The City shall approve or deny the revised Application within thirty (30) days of receipt of the revised Application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial and any material changes to the Application made to cure any identified deficiencies.

2. If the City fails to act on an Application within the review period referenced in Subsection 2401.3.a.1(B), the Applicant may provide the City written notice that the time period for acting has lapsed, and the City then has twenty (20) days after receipt of such notice within which to render its written decision, failing which the Application is then deemed approved by passage of time and operation of law and a Permit shall be deemed issued for such Application. Applicant shall provide written notice to the City at least seven (7) days prior to beginning construction or Collocation pursuant to the de facto Permit issued under this Subsection, and such notice shall not be construed as an additional opportunity for objection by the City or other entity to the deployment.

3. An Applicant seeking to construct, modify or replace a network of Communications Facilities may, at the Applicant's discretion and subject to the City's batch Application requirements and process under Section 2401.7 below, file a consolidated Application and receive a single Permit for multiple Communications Facilities, or multiple Permits. The City's denial of any site or sites within a consolidated Application shall not delay or affect other sites submitted in the same Application. The City shall grant a Permit(s) for any and all sites in a consolidated Application that it does not otherwise deny, subject to the requirements of this Section.

b. Review of Eligible Facilities Requests. Notwithstanding any other provision of this Article, the City shall approve within sixty (60) days and may not deny Applications for Eligible Facilities Requests according to the procedures established under 47 C.F.R. 1.40001(c).²

² Review of applications. A State or local government may not deny and shall approve any eligible facilities request for modification of an eligible support structure that does not substantially change the physical dimensions of such structure.

(1) Documentation requirement for review. When an applicant asserts in writing that a request for modification is covered by this section, a State or local government may require the applicant to provide documentation or information only to the extent reasonably related to determining whether the request meets the requirements of this section. A State or local government may not require an applicant to submit any other documentation, including but not limited to documentation intended to illustrate the need for such wireless facilities or to justify the business decision to modify such wireless facilities.

(2) Timeframe for review. Within 60 days of the date on which an applicant submits a request seeking approval under this section, the State or local government shall approve the application unless it determines that the application is not covered by this section.

(3) Tolling of the timeframe for review. The 60-day period begins to run when the application is filed, and may be tolled only by mutual agreement or in cases where the reviewing State or local government determines that the application is incomplete. The

c. Small Wireless Facilities; Maximum Height; Other Requirements.

1. Maximum Size of Permitted Use. Small Wireless Facilities, and new, modified or Replacement Poles, Towers and Support Structures (subject to the further limitation for Replacement of Support Structures described in Subsection 2400.2.aa above to be used for Collocation of Small Wireless Facilities may be placed in the Public Right of Way as a permitted use in accordance with this Subsection 2401.2, subject to the following requirements:
 - (A) New Poles, but not new Towers, may be installed in the Public ROW as long as their installation facilitates the extension of existing pole lines or does not result in the creation of parallel paths of poles or exceed the greater of:
 - i. Five (5) feet above the tallest existing Pole, Tower, or Support Structure not exceeding 50 feet in the Public ROW, in place as of the effective date of this Article, and located within 500 feet of the new proposed Pole, Tower, or Support Structure; or ten (10') feet on utility distribution poles where required by the electrical utility separation requirements; or
 - ii. Fifty (50) feet above ground level.
 - (B) Each modified or Replacement Pole, Tower, or Support Structure installed in the Public ROW shall not exceed the greater of:
 - i. five (5) feet above the height of the Pole, Tower or Support Structure being modified or replaced in place as of the effective date of this Article; or ten (10) feet on utility distribution poles where required by the electrical

timeframe for review is not tolled by a moratorium on the review of applications.

(i) To toll the timeframe for incompleteness, the reviewing State or local government must provide written notice to the applicant within 30 days of receipt of the application, clearly and specifically delineating all missing documents or information. Such delineated information is limited to documents or information meeting the standard under paragraph (c)(1) of this section.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the State or local government's notice of incompleteness.

(iii) Following a supplemental submission, the State or local government will have 10 days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this paragraph (c)(3). Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

(4) Failure to act. In the event the reviewing State or local government fails to approve or deny a request seeking approval under this section within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the applicable reviewing authority in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

(5) Remedies. Applicants and reviewing authorities may bring claims related to Section 6409(a) to any court of competent jurisdiction.

utility separation requirements; or

ii. the height limit under Subsection 2401.3.c.1(A).

(C) Division 3, Chapter 9 of this Code shall apply to all new Poles and modified or Replacement Pole, Tower, or Support Structures.

- d. Discretionary Review Requirements. Unless an Applicant seeks to install a Communications Facility that conforms to the specific uses and size and height limitations set forth in Subsection 2401.2.a above (or involves Ordinary Maintenance, Repair and Replacement), the Application shall require a minor use permit under Section 9262.
- e. Undergrounding Provisions. The City shall administer undergrounding provisions in a non-discriminatory manner.
1. Underground Districts. The provisions in Division 4, Chapter 3, governing the creation of Underground Utility Districts in the City shall apply with full force and effect to Wireless Facilities, Wireless Service Providers and Wireless Providers, provided compliance by the Wireless Facilities or Wireless Service Providers does not discriminate against or unduly inhibit or prevent them from providing wireless services. An Applicant shall comply with nondiscriminatory City undergrounding requirements, including requirements that apply in existing Underground Utility Districts or in Districts established after the effective date of this Article.
 2. Outside Underground Districts. Outside established Underground Districts now established or established in the future the City may require relocation without expense to City of any poles, wires, conduits and appurtenances theretofore installed, in accordance with Section 2401.3.g. In areas where existing aerial utilities are being moved underground, Wireless Providers shall be required at their own expense to move their Wireless Facilities to another Pole, if the undergrounding requires the removal of the Pole used by those Wireless Facilities. The City shall make available for the use of said Wireless Facilities any City-owned Pole or street light pole in a suitable location which can accommodate said Wireless Facilities. No additional fees shall be imposed in connection with said relocation, but applicable Make-Ready, Annual ROW and Occupancy, and Attachments Fees pursuant to Section 2401.1.b.2-4, shall continue to apply. To the degree such vertical structures are not available, the Applicant must apply for a minor use permit pursuant to Section 9262 to install new poles.
- f. Effect of Permit.
1. Authority Granted; No Property Right or Other Interest Created. A Permit from the City authorizes an Applicant to undertake only certain activities in accordance with this Article, and does not create a property right or grant authority to the Applicant to impinge upon the rights of others who may already have an interest in the Public ROW.

2. Duration. Any Permit for construction issued under this Section 2401 shall be valid for a period of six (6) months after issuance during which the construction must be completed, provided that the six month period shall be extended for up to an additional 6 months upon written request of the Applicant (made prior to the end of the initial 6 month period) if the failure to complete construction is delayed as a result of circumstances beyond the reasonable control of the Applicant.
- g. Removal, Relocation or Modification of a Communications Facility in the ROW.
1. Notice. Within ninety (90) days following written notice from the City, a Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Communications Facility within the Public ROW whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the Public ROW. The City shall apply the same standards to all utilities in the Public ROW.
 2. Emergency Removal or Relocation of Facilities. The City retains the right and privilege to cut power to or move any Communications Facility located within the Public ROW of the City, as the City may determine to be necessary, appropriate or useful in response to any public welfare emergency, or safety emergency. If circumstances permit, the City shall notify the Provider and provide the Provider an opportunity to move its own facilities prior to cutting power to or removing the Communications Facility and in all cases shall notify the Provider after cutting power to or removing the Communications Facility as promptly as reasonably possible. The Provider shall pay the City its costs necessarily incurred to move the Communications Facility within thirty (30) days of receiving a written statement from the City detailing the costs.
 3. Abandonment of Facilities. A Provider is required to notify the City of abandonment of any Communications Facility at the time the decision to abandon is made, however, in no case shall such notification be made later than 30 days prior to abandonment. Following receipt of such notice, the City shall direct the Provider to remove all or any portion of the Communications Facility if the City determines that such removal will be in the best interest of public safety and public welfare. If the Provider fails to remove the abandoned facility within sixty (60) days after such notice, the City may undertake to do so and recover the actual expenses of doing so from the Provider, its successors and/or assigns.
 4. Structural reconditioning, repair and replacement. From time to time, the City may paint, recondition, or otherwise improve or repair the City Poles in a substantial way ("Reconditioning Work"). The Provider shall reasonably cooperate with the City to carry out Reconditioning Work activities in a manner that minimizes interference with the Provider's approved use of the facility.

- (A) Prior to commencing Reconditioning Work, the City will use reasonable efforts to provide the Provider with at least sixty (60) days prior written notice. Upon receiving that notice, it shall be the Provider's sole responsibility to provide adequate measures to cover, remove, or otherwise protect the Provider's Communications Facility from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. The City reserves the right to require the Provider to remove all of the Provider's Communications Facility from the City Pole and surrounding premises during Reconditioning Work, provided the requirement to remove same is contained in the written notice required by this Subsection. All costs associated with the protection measures, including temporary removal, shall be the sole responsibility of the Provider. If the City fails in good faith to give notice of less than sixty (60) days' notice, it will not affect the City's rights under this Subsection. In all cases, as much notice as possible should be provided, but in no case less than thirty (30) days' notice shall be provided. The City will provide the Provider with a date by which its equipment must be protected or removed.
- (B) The Provider may request a modification of the City procedures for carrying out Reconditioning Work in order to reduce the interference with Provider's operation of its Communications Facility. If the City agrees to the modification, the Provider shall be responsible for all reasonable incremental cost related to the modification.
- (C) If the City Poles need to be replaced ("Replacement Work"), the City shall give Provider at least sixty (60) days written notice to remove its Communications Facilities. The City shall also promptly notify Provider when the City Poles have been replaced and Provider may re-install its equipment. During the Replacement Work, the Provider may maintain a temporary Communications Facility on the property, or after approval by City, on any land owned or controlled by City, in the vicinity of the property. If the property will not accommodate the Provider's temporary Communications Facility or if the parties cannot agree on a temporary location, the Provider, at its sole option, shall have the right to suspend the applicable permit, until the replacement Pole is installed, upon thirty (30) days written notice to the City.
- (D) If the City Poles need to be repaired due to storm or other damage ("Repair Work"), the City shall notify the Provider to remove its Communications Facilities as soon as possible. In the event of an emergency, the City shall contact the Provider by telephone at its emergency contact of record upon or prior to removing the Provider's equipment. Once the City Poles have been replaced or repaired, the City will promptly notify the Provider that it can reinstall its equipment. During City Repair Work, with the approval of the City which shall not be unreasonably withheld or delayed, the Provider may maintain a temporary Communications Facility on the property, or after approval by Provider, on any land owned or controlled by the City in the vicinity of the property that the City determines is suitable for that use. All cost

associated with any removal or protection of Communications Facilities shall be the sole responsibility of the Provider without prejudice to the Provider's right to seek indemnity or contribution from third parties other than the City.

h. Attachment to City Poles in the Public ROW.

1. Make-Ready. For any attachment to City Poles in the Public ROW, except as otherwise provided in the agreement required by Section 2401.1.a, the City shall provide a good faith estimate for any make- ready work necessary to enable the City Pole to support the proposed facility, including Replacement of the Pole if necessary, within sixty (60) days after receipt of a completed Application requesting attachment to the City Pole. Make-ready work including any Pole Replacement shall be completed within one hundred and twenty (120) days of written acceptance of the good faith estimate by the Provider. Such acceptance shall be signified by payment via check or other commercially reasonable and customary means specified by the City.

Section 2401.4 Applications Requiring Discretionary Review and Approval.

- a. Discretionary Review Required. All other uses not expressly set forth or referenced in Subsection 2401.2(a) above shall require compliance with, and issuance of a minor use permit pursuant to Section 9262.

Section 2401.5 Other Public ROW Installation Requirements.

a. General Principles.

1. The City shall have the power to establish reasonable and non- discriminatory limitations on the placement of new or additional facilities within specific congested segments of the Public ROW if there is insufficient space to accommodate all of the requests of Applicants or other Persons to occupy and use the Public ROW. In making such decisions, the City shall to the extent possible accommodate all existing users and potential users (i.e. those who have submitted an Application to deploy facilities within the Public ROW) of the Public ROW, and shall be guided primarily by considerations of the public interest, the width and physical condition of the Public ROW, the time of year with respect to essential utilities, the protection of existing facilities and uses in the Public ROW and established plans for public improvements and development projects which have been determined to be in the public's interest.
2. Leasing of excess space in ducts, conduits and on a Pole is a matter between interested parties (subject to any applicable Pole Attachment regulations and any other applicable statutory, regulatory or contractual obligations); however, lessees or licensees of such physical facilities must still comply with the terms of this Article, unless otherwise expressly exempted by the City.
3. An occupant of the Public ROW shall employ due care during the installation and maintenance process, and comply with all safety and Public ROW-

protection requirements of applicable Federal, State and local Laws (and any generally applicable City guidelines, standards and practices), and any additional commonly accepted safety and Public ROW-protection standards, methods and devices (to the extent not inconsistent with applicable Laws). All facilities under the streets of the City shall be kept and maintained in a safe and well-ordered condition, and in good order and repair.

- (A) Any permittee occupying any portion of the Public ROW shall erect a barrier around the perimeter of any excavation and provide any and all traffic-control devices, signs and lights appropriate to the level of complexity of the activity in order to protect, warn and guide the public (vehicular and pedestrian) through the work zone. The manner and use of these devices shall be described within a traffic-control plan in accordance with the Uniform Manual of Traffic Control Devices.
- (B) Occupants of the Public ROW with open excavations awaiting final restoration shall maintain all devices until the City notifies the occupant in writing that the City or the City's designated contractor is assuming responsibility for traffic control.
- (C) Each occupant shall designate a safety officer. The safety officer shall be responsible for safety-related issues affecting both the public and the occupant's field employees and contractors for all job sites within the Public ROW.

4. Location of Existing Facilities.

- (A) An occupant of the Public ROW shall not place any fixtures or equipment where the same will interfere with any existing facility, and shall locate its lines and equipment in such a manner as not to interfere with the usual traffic patterns (vehicular or pedestrian) or with the rights or reasonable convenience of owners of property that abuts any Public ROW.
- (B) To minimize disruption of public passage or infrastructure, to forestall or relieve overcrowding of the Public ROW, or to protect Historic Property or environmentally sensitive areas, the City may require, as a condition of issuing any Permit for placement of underground facilities or new Applicant poles that the occupant place empty conduits, and/or reserve space on a new Applicant pole in excess of its own present and reasonably foreseeable requirements for the purpose of accommodating the City's own present or reasonably foreseeable governmental, not-for-resale use as set forth in the applicable Permit. The occupant shall cooperate with the City in any such construction, provided that the City has first notified the occupant in writing that it is interested in reserving such Pole space or sharing the trenches or bores in the area where the construction is occurring.

The occupant shall allow the City to place its infrastructure in the occupant's trenches or bores or on the Pole as requested by the City, provided that the City incurs the incremental costs of placing the conduit/infrastructure as requested. The City shall be responsible for

maintaining its facilities in the trenches and bores and/or on the Pole under this Subsection.

- (C) Before beginning excavation in any Public ROW, an occupant shall comply with Underground Service Alert notification procedures to determine possible conflicts with existing underground structures and facilities in the area to be excavated.

5. Relocation of Existing Facilities.

- (A) If relocation of facilities is required as a result of any public project, the City shall provide the greatest practical advance notice to the affected occupants of the Public ROW and shall facilitate the greatest reasonable project coordination among the affected occupants, whereas coordinated sequencing dependencies are common. Generally, projects of greater scale and scope will have a longer planning horizon, and commensurate notice.
- (B) The objective of the relocation process recognizes the mutual obligations and responsibilities of the City and the Public ROW occupants to avoid or minimize service disruption and to timely and economically complete the public project. Public ROW occupants are obligated to proceed with diligent speed and attention so as not to unreasonably delay or complicate a public project.
- (C) As general guidance, projects involving a public project of less than One Million Dollars (\$1,000,000), or ten (10) utility poles, or One Thousand (1000) frontage feet of public roadway would be smaller projects; and projects greater than any of the above would be larger projects. A reasonable, general expectation is that smaller projects would provide ninety (90) days' notice, and larger projects would provide one hundred and eighty (180) days' notice to complete the relocation of the Public ROW occupants.
- (D) Unless otherwise provided by applicable Law, the occupant, at no cost to the City, shall accomplish the necessary relocation within a reasonable time from the date of the notification, but, in no event, later than seven (7) days prior to the date the City has notified the occupant that it intends to commence work which requires the occupant's relocation, or immediately in the case of emergencies. With as much notice as possible, but, except for emergencies, no less than ninety (90) days following written notice from the City, a Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Communications Facility.
- (E) The City will use its best efforts to accommodate the Provider's request for relocation of the Communications Facility, whenever the City has determined that removal, relocation, change or alteration of facilities within the Public ROW is reasonably necessary for the construction, repair, maintenance or installation of any City improvement in or upon, or

the operations of the City in or upon, the Public ROW.

(F) The City may not require an Applicant to perform services unrelated to the Communications Facility or Support Structure for which approval is sought, or to provide in-kind contributions, except for reserving Pole space or placing conduit in the trench or bore for governmental, not-for-resale City use as provided in Section 2401.5.a.4(B). Notwithstanding the foregoing, an Applicant may offer in-kind contributions related to the Communications Facility or Support Structure for which approval is sought, on a reasonable and nondiscriminatory basis, including by contributing the cash value of an in-kind contribution already provided by another party.

6. In the event of an emergency where any Communications Facility in the Public ROW creates or is contributing to an imminent danger to health, safety, or property, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of such Communications Facility, and charge the occupant for actual and reasonable costs incurred. The City shall use a Provider's emergency contact information of record, or best available contact information, for prior notice, and if not possible because of emergent and imminent danger, shall notify the occupant promptly afterwards. Ten (10) days after notification as outlined in this Subsection, the City may remove any Communications Facilities that obstructs the progress of a public project. All costs associated with any removal or protection of Communications Equipment shall be the sole responsibility of the Provider.

7. Abandonment of Facilities.

(A) Any occupant of the Public ROW that intends to permanently discontinue use of any facilities within the Public ROW shall notify the City in writing within thirty (30) days prior to abandonment. Such notice shall describe the facilities for which the use is to be discontinued, and the date of discontinuance of use. Upon notification, the City will chose from the following options within 30 days or any other agreed upon option, and so notify the occupant of its decision:

1. Abandon the facilities in place and the occupant shall further convey full title and ownership of such abandoned facilities to the City. The occupant is responsible for all obligations of the facilities, or other associated liabilities until the conveyance to the City is completed; or
2. The facilities shall be removed, and the occupant shall be liable for removing the facilities at its own cost. If an occupant fails to remove facilities that the City requires it to remove, after ninety (90) days' notice to the occupant, the City may perform the work. The occupant or its successors and/or assigns shall pay the City the costs of removal within thirty (30) days after the City provides a written statement detailing the costs.

b. Additional Requirements.

1. General. All deployments of Communications Facilities in the Public ROW shall comply with the following:
 - (A) Compliance with ADA and other applicable Federal, State and local Laws and standards.
 - (B) Pedestrian and vehicular traffic and safety requirements established by the City.
 - (C) Existing Public ROW occupancy or management ordinances, not otherwise inconsistent with this Article.
2. Design Standards. All aboveground Communications Facilities in the Public ROW requiring Administrative Review only shall conform to the Aesthetic Guidelines for Wireless Telecommunication Facilities adopted by resolution by the City as required by Section 5620 of this Code.
3. Additional Permits. In addition to obtaining a Permit for installation of a Communications Facility in the Public ROW, an Applicant must enter the Agreement in Attachment A and obtain the following additional permits: encroachment permit and applicable permits under Section 3000.
4. Placement of facilities. The City engineer may assign specific corridors within the Public ROW for each type of Communication Facility as he determines may be necessary for each type of facility that is or may be located in the Public ROW. In making these assignments the City engineer shall consider facility types that currently exist or which, based on current technology, may be located within the Public ROW in the future. All excavation, obstruction, or other Permits issued by the City engineer involving the installation or replacement of facilities shall designate the proper corridor for the facilities.

c. Mapping Data. Applicants shall provide to the City engineer information indicating the horizontal and approximate vertical location, relative to the boundaries of the Public ROW, of all equipment which it owns or over which it has control, and which is located in any Public ROW. Mapping data shall be provided with the specificity and in the format requested by the City engineer for inclusion in the mapping system used by the City engineer.

d. Existing Utility Easements in the Public Right of Way.

1. Applicants will work with the City engineer to coordinate and protect existing utilities in the Public ROW.
2. Applicants will coordinate with the City engineer all public safety considerations prior to and during installation in the Public ROW to ensure public safety response in the case of gas line, water line, sewer line or electricity disturbance.

Section 2401.6 Attachment to and Replacement of Decorative Poles.

Notwithstanding anything to the contrary in this Article, an Applicant may install a Small Wireless Facility on a Decorative Pole, or may Replace a Decorative Pole with a new Decorative Pole that is in keeping with the aesthetics of the existing Decorative Pole, in the event the existing Decorative Pole will not structurally support the attachment, the attachment may be made only upon satisfaction of the following additional requirements:

- A. Issuance of a Permit under Subsection 2401.2.a above.
- B. The attachment and/or the Replacement Pole is in keeping with the aesthetics of the Decorative Pole in the judgment of the City.

Section 2401.7 Batch Applications.

An Applicant may submit simultaneously not more than fifteen (15) Applications for a network of multiple Communications Facilities within adjacent, related geographic areas of the City. Alternatively, Applicant may file a single, consolidated Application covering such facilities.

Section 2402. Governance of Deployment Outside the Public ROW

Section 2402.1 Administrative Review of Permitted Communications Facility Uses; Application and Fees.

- a. Permitted Use. The following uses outside the Public ROW, on privately-owned property (including within any Utility Easement, to the extent expressly set forth below), shall be a permitted use, subject to Administrative Review only and issuance of a Permit as set forth in this Section 2402.1, and subject to Applicant's legal right to install and operate the Communications Facility on the property or structure:
 - 1. Collocation of a Small Wireless Facility or a Collocation that qualifies as an Eligible Facilities Request on privately-owned property including, without limitation, within a Utility Easement, consistent with the height and other limitations set forth in Subsection 2401.3.c above;
 - 2. Modification of a Pole, Tower or Support Structure, or Replacement of a Pole or Tower, for Collocation of a Communications Facility on privately-owned property (including within a Utility Easement that contains other existing Poles) that qualifies as an Eligible Facilities Request or involves a Small Wireless Facility that does not exceed the limitations set forth in Subsection 2401.3.c.1(A)(i) above. All other such modifications or Replacements require a minor use permit pursuant to Section 9262.
 - 3. Construction of a new Pole (or monopole Tower), within a Utility Easement on which there currently exist adjacent Poles that are unavailable for Collocation due to structural, accessibility or other reasons, to be used for Collocation of a Small Wireless Facility (that does not exceed the maximum height set forth in Subsection 2401.3.c.1(A)(i) above), and the new Pole (or monopole Tower) is

similar in design, size and scale to those of the existing, adjacent Poles; and

4. Construction of a Communications Facility, other than those set forth in subparagraphs 1,2 or 3 in this Subsection 2402.1.a, involving the installation of coaxial, fiber-optic or other cabling, that is installed underground in accordance with applicable City standards or aboveground between two or more Poles or a Pole and a Tower and/or Support Structure, and related equipment and appurtenances.
- b. Permit Required. No Person shall place a facility described in Subsection 2402.1(a) or perform any construction activities above without first filing an Application for same and obtaining a Permit therefor, except in Subsection 2400.2(s) or as otherwise expressly provided in this Article.
- c. Proprietary or Confidential Information in Application. The City shall make accepted Applications publicly available. Notwithstanding the foregoing, Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each portion of such materials accordingly, and the City shall treat the information as proprietary and confidential, subject to applicable State and local “freedom of information” or “sunshine” Laws and the City’s determination that the Applicant’s request for confidential or proprietary treatment of an Application material is reasonable.
- d. Administrative Review Application Requirements. The Application shall be made by the applicable Provider or its duly authorized representative and shall contain the following:
 1. The Applicant’s name, address, telephone number, and e-mail address, including emergency contact information of record.
 2. A certification by the Applicant that it has the legal right to install and operate the Communications Facility on the property or structure.
 3. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application.
 4. A general description of the proposed work and the purposes and intent of the proposed facility. The scope and detail of such description shall be appropriate to the nature and character of the physical work to be performed, with special emphasis on those matters likely to be affected or impacted by the physical work proposed.
 5. Detailed construction drawings regarding the proposed facility.
 6. To the extent the proposed facility involves Collocation on a Pole, Tower or Support Structure, a structural report performed by a duly licensed engineer evidencing that the Pole, Tower or Support Structure will structurally support the Collocation or that the Pole, Tower or Support Structure will be modified to meet

structural requirements) in accordance with Applicable Codes.

7. For any aboveground facilities, visual depictions or representations, if not included in the Construction drawings.
- e. Ordinary Maintenance, Repair and Replacement. An Application shall not be required for Ordinary Maintenance, Repair and Replacement, other than to the extent required for applicable Permits described in Subsection 2401.5b(iii) above.
- f. Information Updates. Any material change to information contained in an Application shall be submitted in writing to the City within thirty (30) days after the change necessitating the change.

Section 2402.2 Action on Administrative Review Application.

- a. Review of Applications for Administrative Review.
 - (i) The City shall review the Application in light of its conformity with applicable provisions of this Article, and shall issue a Permit on nondiscriminatory terms and conditions, subject to the following requirements:
 - (A) Within ten (10) days of receiving an Application, the City must determine and notify the Applicant whether the Application is complete; or if an Application is incomplete, the City must specifically identify the missing information, and may toll the approval interval in Subsection 2402.2(a)(i)(B). The Applicant may resubmit the completed Application within twenty (20) days without additional charge, and the subsequent review will be limited to the specifically identified missing information subsequently completed, except to the extent material changes to the proposed facility have been made by the Applicant (other than those requested or required by the City) in which case a new Application and Application Fee for same must be submitted; and
 - (B) The City must make its final decision to approve or deny the Application within sixty (60) days for a collocation, and ninety (90) days for any new structure, after the Application is complete, or deemed completed (These time limits for acting on applications are called “shot clocks”); and
 - (C) The City must advise the Applicant in writing of its final decision, and in the final decision document the basis for a denial, including specific code provisions on which the denial was based. A decision to deny an application shall be in writing and supported by substantial evidence contained in a written record, publicly released, and sent to the applicant. The written decision, supported by such substantial evidence, shall constitute final action by City. The review period or “shot clock” shall run until the written decision, supported by substantial evidence, is released and sent to the Applicant contemporaneously. The Applicant may cure the deficiencies identified by the City and resubmit the Application within thirty (30) days of the denial without paying an additional Application Fee, unless denial was

issued due to noncompliance with Design Guidelines or other requirements under this Article (in which case a new Application Fee must be paid). The City shall approve or deny the revised Application within thirty (30) days of receipt of the revised Application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.

- (ii) If the City fails to act on an Application within the shot clock referenced in Subsection 2402.2(a)(i)(B) above, the Applicant may provide the City written notice that the time period for acting has lapsed, and the City then has twenty (20) days after receipt of such notice within which to render its written decision, failing which the Application is then deemed approved by passage of time and operation of law.
 - (iii) An Applicant seeking to construct, modify or replace a network of Communications Facilities may, at the Applicant's discretion and subject to the City's batch Application requirements and process under Section 2401.7 above, file a consolidated Application and receive a single Permit for multiple Communications Facilities, or multiple Permits. The City's denial of any site or sites within a consolidated Application shall not affect other sites submitted in the same Application. The City shall grant a Permit(s) for any and all sites in a consolidated Application that it does not otherwise deny, subject to the requirements of this Section.
- b. Effect of Permit.
- (i) Authority Granted; No Property Right or Other Interest Created. A Permit from the City authorizes an Applicant to undertake only certain activities in accordance with this Article, and does not create a property right or grant authority to the Applicant to impinge upon the rights of others who may own or have other interests in the Utility Easement or other privately- owned property.
 - (ii) Duration. Any Permit for construction issued under this Article III shall be valid for a period of six (6) months after issuance, provided that the six month period shall be extended for up to an additional 6 months upon written request of the Applicant (made prior to the end of the initial 6 month period) if the failure to complete construction is delayed as a result of circumstances beyond the reasonable control of the Applicant.

Section 2402.3 Eligible Facilities Requests.

- a. Review of Eligible Facilities Requests. Notwithstanding any other provision of this Article, the City shall approve and may not deny Applications for Eligible Facilities Requests within sixty (60) days according to the procedures established under 47 C.F.R. 1.40001(c).

Section 2402.4 Applications Requiring Discretionary Review and Approval.

- a. Discretionary Review Required. The following uses on private property including, without limitation, on any Utility Easement, shall require compliance with, and issuance of a minor use permit under Section 9262:

- (i) Collocation of Wireless Facilities that do not qualify as Eligible Facilities Requests.
- (ii) All other uses not expressly set forth or referenced in Subsection 2402.1(a) above.

Section 2402.5 Temporary and Emergency Installations.

- a. A Deployable may be operated for a period of not more than one hundred and twenty (120) days, when operated in connection with a special event after issuance by the City of a Permit based upon an Administrative Review only. Deployable operated in conjunction with a special event shall meet reasonable setbacks determined by the [City engineer], shall be subject to receipt of a valid building Permit, if applicable, shall meet uniform fire code requirements, and shall be removed within seventy-two (72) hours of completion of the event.
- b. A Deployable may be operated in any zoning district after a declaration of an emergency or a disaster by the City executive.

Section 2402.6 Design Standards.

All aboveground Communications Facilities to be installed outside of the Public ROW and requiring Administrative Review only shall conform to the design standards in Resolution No. 2019-14 or any amendments thereto.

Section 2402.7 Violation of this Article:

- a. Civil penalty. A violation of any of the provisions of this Article by an Applicant or Provider shall be subject to a civil penalty of One Thousand Dollars \$1,000 for each violation which continues more than thirty (30) days after written notice of such violation is provided to the Applicant or Provider by the City. Each day, after such notice, that a violation occurs or is permitted to exist by the Applicant or Provider constitutes a separate offense.
- b. Violation a misdemeanor. Any person, firm or corporation, whether as principal, agent, or employee or otherwise, violating or causing the violation of any of the provisions of this Article, shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the County of Mendocino jail for a term not exceeding six (6) months, or by both such fine and imprisonment. Each such person, firm or corporation, shall be deemed to be guilty of a separate offense for each and every day during any portion of which any violation of this Article is committed or continued by such person, firm or corporation, and shall be punishable as herein provided.
- c. Violation as a public nuisance. Any Pole, Tower, Antenna, Communications Facility, or Support Structure (collectively, "Facilities") built, erected, or constructed, altered, enlarged, converted, moved, set up, or maintained contrary to the provisions of this Article and any use thereof established, conducted, operated or maintained contrary to the provisions of this Article, shall be and the same is hereby declared to be

unlawful and a public nuisance; and the City Attorney shall, upon order of the City Council, immediately commence action or proceedings for the abatement and removal and injunction thereof, in the manner provided by law, and shall take such other steps and shall apply to such courts as may have jurisdiction to grant such relief as will abate and remove such Facilities and restrain and enjoin any person, firm or corporation from setting up, erecting, building, maintaining or using any Facilities contrary to the provisions of this Article.

- d. Payment violation. Any failure of an Applicant or Provider to make a payment to the City required by this Article when due ("Payment Violation") shall be grounds for denying any pending Application or revoking any Permit. In addition, any such Payment Violation shall be subject to a civil penalty of One Thousand Dollars (\$1,000) in addition to prejudgment interest at the maximum rate provided by law and, at the sole election of the City, when it files an action to enforce this subsection, the prevailing party in any such action shall be entitled to recover from the other party, its reasonable attorneys' fees in addition to its costs of suit.
- e. Remedies Cumulative. The penalties and remedies contained in this Section 2402.7 shall be cumulative and not exclusive. The City may use any one or more of the penalties and remedies provided herein when enforcing the provisions of this Article.

Section 2402.9 Exceptions to Applicability of this Article.

Notwithstanding anything to the contrary in this Article, the following facilities are not subject to the provisions of this Article: (1) antennas used by residential households solely for broadcast radio and television reception; (2) satellite antennas used solely for residential or household purposes; and (3) television and AM/FM radio broadcast Towers and associated facilities.

SECTION TWO

1. **SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have adopted this Ordinance and any section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

2. **EFFECTIVE DATE.** This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption

Introduced on _____, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adopted on _____, 2019, by the following roll call vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Award of Bid to Ghilotti Construction Company in the Amount of \$1,061,380 for the 2019 Street Rehabilitation Project, Specification No. 19-08.

DEPARTMENT: Public Works

PREPARED BY: Andrew Stricklin

ATTACHMENTS:

[Attachment 1 - Bid Results - Spec 19-08 - 2019 Street Rehabilitation Project](#)

[Attachment 2 - Ghilotti Bid - Spec 19-08 - 2019 Street Rehabilitation Project](#)

[Attachment 3 - PLANS SPEC NO 19-08 - FINAL](#)

[Attachment 4 - Spec 19-08-2019 Street Rehabilitation Project - Signed](#)

Summary: Council will Consider Awarding a Contract to Ghilotti Construction Company in the Amount of \$1,061,380 for the 2019 Street Rehabilitation Project, Specification No. 19-08.

Background: 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. Bid documents detail the specific scope and location of this project and are included as Attachments 3 and 4.

RECOMMENDED ACTION: Award of Bid to Ghilotti Construction Company in the Amount of \$1,061,380 for the 2019 Street Rehabilitation Project, Specification No. 19-08, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 12024200.80230 PC 18156: \$1,045,000

PROPOSED BUDGET AMOUNT: 12024200.80230 PC 18156: \$1,061,380

FINANCING SOURCE: N/A

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

Discussion: On May 1, 2019, Council approved the Plans and Specifications for the 2019 Street Rehabilitation Project, Specification No. 19-08 and directed Staff to advertise for bids; the Engineer's Estimate was \$1,044,945. Bids were released on May 31, 2019, and opened on June 26, 2019, at which time four bids were received. The bid tabulation is included as Attachment 1.

Ghilotti Construction Company was the low bidder, with a bid amount of \$1,061,380. A copy of Ghilotti's bid is provided for as Attachment 2.

It is Staff's recommendation to approve awarding the bid for Specification 19-08, 2019 Street Rehabilitation Project to Ghilotti Construction Company in the amount of \$1,061,380. This project was budgeted in Measure Y Fund 120 in the amount of \$1,045,000. Therefore, a budget amendment in the amount of \$16,380 is also required, which Staff is requesting Council to include as part of their approval. The project bid documents have also been included as Attachment 3 and 4; specific work and locations for this project are detailed in the bid documents.

ATTACHMENT 1

SPEC #19-08 - 2019 STREET REHABILITATION PROJECT													
City of Ukiah													
Bid Opening:2019-06-26						Ghilotti Construction Company		Granite Construction Company		Darren Taylor Construction,		Northwest Paving, Inc.	
				246 Ghilotti Avenue Santa Rosa, CA 95407				1324 S State Street Ukiah, CA 95482		19672 North Hirsch Court Anderson, CA 96007		8115 Secluded Valley Drive Redding, CA 96001	
Base Bid													
Item #	Item Description	Quantity	UOM	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total		
1	TRAFFIC CONTROL	1	LS	\$26,000.00	\$26,000.00	\$21,000.00	\$21,000.00	\$83,779.50	\$83,779.50	\$126,286.00	\$126,286.00		
2	MOBILIZATION	1	LS	\$100,000.00	\$100,000.00	\$81,500.00	\$81,500.00	\$64,017.84	\$64,017.84	\$89,360.00	\$89,360.00		
3	EDGE GRINDING	358	CY	\$140.00	\$50,120.00	\$120.00	\$42,960.00	\$110.92	\$39,709.36	\$280.00	\$100,240.00		
4	ASPHALT CONCRETE FIBER REINFORCED	3785	TN	\$135.00	\$510,975.00	\$160.00	\$605,600.00	\$157.62	\$596,591.70	\$171.00	\$647,235.00		
5	RAISING MANHOLE TO GRADE	35	EA	\$1,000.00	\$35,000.00	\$750.00	\$26,250.00	\$909.00	\$31,815.00	\$1,500.00	\$52,500.00		
6	RAISING VALVE BOXES & CL MONUMENTS TO GRADE	51	EA	\$600.00	\$30,600.00	\$525.00	\$26,775.00	\$909.00	\$46,359.00	\$1,000.00	\$51,000.00		
7	RAISE SEWER CLEAN-OUT TO GRADE	2	EA	\$600.00	\$1,200.00	\$400.00	\$800.00	\$909.00	\$1,818.00	\$1,000.00	\$2,000.00		
8	THERMOPLASTIC PAVEMENT MARKING (WARNING & DIRECTIONAL)	1	LS	\$14,800.00	\$14,800.00	\$14,800.00	\$14,800.00	\$11,817.00	\$11,817.00	\$8,000.00	\$8,000.00		
9	APPLY BLUE/WHITE PAVEMENT MARKERS	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$13,210.80	\$13,210.80	\$11,000.00	\$11,000.00		
10	APPLY 12" THERMOPLASTIC STRIPING	684	LF	\$5.00	\$3,420.00	\$5.00	\$3,420.00	\$12.05	\$8,242.20	\$10.00	\$6,840.00		
11	APPLY 12" THERMOPLASTIC STRIPING CROSSWALK	900	SF	\$5.00	\$4,500.00	\$5.00	\$4,500.00	\$14.14	\$12,726.00	\$10.00	\$9,000.00		
12	PCC CURB & GUTTER	1061	LF	\$45.00	\$47,745.00	\$85.00	\$90,185.00	\$57.66	\$61,177.26	\$150.00	\$159,150.00		
13	PCC CURB RAMP	3465	SF	\$45.00	\$155,925.00	\$32.00	\$110,880.00	\$57.68	\$199,861.20	\$40.00	\$138,600.00		
14	PCC VALLEY GUTTER	2352	SF	\$20.00	\$47,040.00	\$30.00	\$70,560.00	\$29.72	\$69,901.44	\$47.00	\$110,544.00		
15	PCC CURB AT SIDES AND BACK OF CURB RAMPS	519	LF	\$45.00	\$23,355.00	\$27.00	\$14,013.00	\$80.54	\$41,800.26	\$188.00	\$97,572.00		
16	CONSTRUCTION STAKING	1	LS	\$8,200.00	\$8,200.00	\$8,200.00	\$8,200.00	\$18,180.00	\$18,180.00	\$10,000.00	\$10,000.00		
Total Bid					\$1,061,380.00		\$1,123,943.00		\$1,301,006.56		\$1,619,327.00		
Listed Subs				Pacific Northwest Oil Tack Oil Pavement Recycling Systems 10240 San Sevaire Way Jurupa Valley, CA 91752 Edge Grinding Striping Graphics Striping & Marking		Anrak Corporation Cold Plane AC Pavement Pacific Northwest Oil Tack Coat Striping Graphics Striping/Pavement Markings		Apply-A-Line 19652 N Hirsch Court Anderson, CA 96007 Thermo Stripe X-Walk		Apply-A-Line 19652 N Hirsch Court Anderson, CA 96007 Striping Items 8-11 Steve Cox Concrete Concrete Items 12-14			

ATTACHMENT 2

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

**SPECIAL PROVISIONS
FOR
2019 STREET REHABILITATION PROJECT
SPECIFICATION NO. 19-08**

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
300 Seminary Avenue
Ukiah, California 95482-5400

**Bids Open: Wednesday, June 26, 2019
 2:00 p.m.
 Office of City Clerk**

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 *NONE***
 - Check the City website for any addenda issued: www.cityofukiah.com/purchasing.

**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:

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.

NAME OF BIDDER: Ghilotti Construction Company, Inc.
 SPEC #: 19-08
 PROJECT NAME: 2019 STREET REHABILITATION PROJECT

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	TRAFFIC CONTROL	LS	1	\$ 26000	\$ 26000
2	MOBILIZATION	LS	1	\$ 100000	\$ 100000
3	EDGE GRINDING	CY	358	\$ 140	\$ 50120
4	ASPHALT CONCRETE FIBER REINFORCED	TON	3,785	\$ 135	\$ 510975
5	RAISING MANHOLE TO GRADE	EA	35	\$ 1000	\$ 35000
6	RAISING VALVE BOXES & CL MONUMENTS TO GRADE	EA	51	\$ 600	\$ 30600
7	RAISE SEWER CLEAN-OUT TO GRADE	EA	2	\$ 600	\$ 1200
8	THERMOPLASTIC PAVEMENT MARKING (WARNING & DIRECTIONAL)	LS	1	\$ 14800	\$ 14800
9	APPLY BLUE/WHITE PAVEMENT MARKERS	LS	1	\$ 2500	\$ 2500
10	APPLY 12" THERMOPLASTIC STRIPING	LF	684	\$ 5	\$ 3420
11	APPLY 12" THERMOPLASTIC STRIPING CROSSWALK	SF	900	\$ 5	\$ 4500
12	PCC CURB & GUTTER	LF	1,061	\$ 45	\$ 47745
13	PCC CURB RAMP	SF	3,465	\$ 45	\$ 155925
14	PCC VALLEY GUTTER	SF	2,352	\$ 20	\$ 47040
15	PCC CURB AT SIDES AND BACK OF CURB RAMPS	LF	519	\$ 45	\$ 23355
16	CONSTRUCTION STAKING	LS	1	\$ 8200	\$ 8200
TOTAL BID ==>>>					\$ 1,061,380.

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.

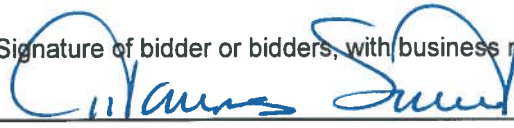
Witness our hands this day of June 26, 2019.

Licensed in accordance with an act providing for the registration of California Contractors License No. 644515, expiration date 5/31/20.

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: 1000003044

Signature of bidder or bidders, with business name, address, phone number and fax number:



Thomas Smith, Estimating Manager

Ghilotti Construction Company, Inc., 246 Ghilotti Avenue, Santa Rosa, CA 95407

Phone: (707) 585-1221 Fax: (707) 585-1601

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.

Ghilotti Construction Company, Inc., 246 Ghilotti Avenue, Santa Rosa, CA 95407

Richard W. Ghilotti - President/Treasurer, 246 Ghilotti Avenue, Santa Rosa, CA 95407

Stacy Magill - CFO/Secretary, 246 Ghilotti Avenue, Santa Rosa, CA 95407

FAIR EMPLOYMENT PRACTICES CERTIFICATIONTO: City of Ukiah

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)

Thomas Smith,
Estimating Manager

Business Mailing Address:

Ghilotti Construction Company, Inc.246 Ghilotti AvenueSanta Rosa, CA 95407

Business Location:

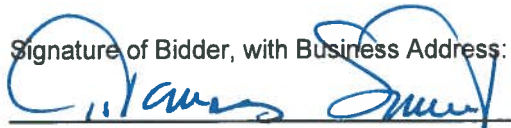
Ghilotti Construction Company, Inc.246 Ghilotti Avenue, Santa Rosa, CA 95407

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

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 26th day of June, 2019

Signature of Bidder, with Business Address:


Thomas Smith, Estimating Manager

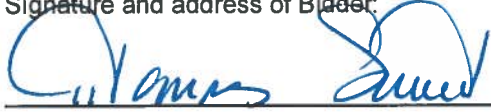
Ghilotti Construction Company, Inc.

246 Ghilotti Avenue, Santa Rosa, CA 95407

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 6/26/19

Thomas Smith, Estimating Manager

Ghilotti Construction Company, Inc.

246 Ghilotti Avenue, Santa Rosa, CA 95407

(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.)

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
Pavement Recycling Systems	569352	1000003363	10240 San Serrano Way Turin Valley Ct 91752	Edge Grinding
Striping Graphics	576756	1000006495	501 Aaron St. Cotati, CA 94931	Striping & Marking
Pacific Northwest oil	705296	1000004865	P.O. Box 6930 Stockton, CA 95206	Tack Oil

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.

See attached

GHILOTTI CONSTRUCTION COMPANY



SIMILAR EXPERIENCE		6/19/2019
Project Name / Location	For Whom Performed	Value
FY 2016-17 PAVEMENT MAINTENANCE Larkspur	CITY OF LARKSPUR 400 MAGNOLIA AVE. LARKSPUR, CA 94939 CONTACT: JULIAN SKINNER PH: 415/927-5017 FX: 415/927-5090	\$1,567,320.00
2017 PAVEMENT PRESERVATION Sonoma County (Various Locations)	COUNTY OF SONOMA DPW/DOT 2300 COUNTY CTR DR, STE B-100 SANTA ROSA, CA 95403 PH: 707/565-2231 FX: 707/565-2620	\$7,733,881.90
NEIGHBORHOOD STREETS INITIATIVE & ROSELAND STREET OVERLAY Santa Rosa	CITY OF SANTA ROSA 69 STONY CIRCLE SANTA ROSA, CA 95401 PH: 707/543-3800 FX: 707/543-3801 CONTACT: DAVID MONTAGUE	\$2,373,476.40
ROHNERT PARK STREET SMART PROJECT	CITY OF ROHNERT PARK 130 AVRAM AVE. ROHNERT PARK, CA 94928 CONTACT: ART DA ROSA PH: 707/588-2232 FX: 707/794-9242	\$558,510.00
STREET RESURFACING 2015-2016 San Rafael	CITY OF SAN RAFAEL 111 MORPHEW ST. SAN RAFAEL, CA 94901 CONTACT: STEPHANIE GINDLESERGER, P.E. PH: 415/485-3355 FX: 415/485-3334	\$1,663,185.70
MEASURE Q PAVEMENT REPAIR PROJECT #1 Concord	CITY OF CONCORD 1950 PARKSIDE DRIVE CONCORD, CA 94519 CONTACT: RODNEY McHALE, PM PH: 925/671-3028	\$2,412,756.40
ROHNERT PARK ROAD REHABILITATION	CITY OF ROHNERT PARK 130 AVRAM AVE. ROHNERT PARK, CA 94928 CONTACT: MARY GRACE PAWSON PH: 707/588-2232 FX: 707/794-9242	\$688,727.90
2016 PAVEMENT REHABILITATION Davis	CITY OF DAVIS 23 RUSSELL BLVD DAVIS, CA 95616 CONTACT: DIANE PHILLIPS PH: 530/757-5686 FX: 530/758-4738	\$1,737,632.55

2016 PAVEMENT PRESERVATION Windsor	TOWN OF WINDSOR BLDG 400, WINDSOR CIVIC CTR 9291 OLD REDWOOD HWY WINDSOR, CA 95492 CONTACT: ALEJANDRO PEREZ PH: 707/838-5340 FX: 707/838-3137	\$1,316,785.60
2016 ROAD RESURFACING - SOUTHERN REGION Various locations in Marin Co.	COUNTY OF MARIN P.O. BOX 4186 SAN RAFAEL, CA 94913-4186 CONTACT: ERNEST KLOCK PH: 415/473-6528 FX: 415/473-3799	\$1,421,575.00
2015-2016 PAVEMENT PRESERVATION PROGRAM - BONDED WEARING COURSE Various Locations in Sonoma Co.	COUNTY OF SONOMA DPW/DOT 2300 COUNTY CTR DR, STE B-100 SANTA ROSA, CA 95403 PH: 707/565-2231 FX: 707/565-2620	\$5,369,272.23

SIGNATURE(S) OF BIDDER

Accompanying this proposal is Bidder's Bond
 (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.

Ghilotti Construction Company, Inc.

Richard W. Ghilotti - President/Treasurer Brian Ongaro - Senior VP

Stacy Magill - CFO/Secretary Ali Yazdi - General Mgr.

Licensed in accordance with an act providing for the registration of Contractors:

License No. 644515 License Expiration Date 5/31/20

Signature(s) of Bidder: 

Thomas Smith, Estimating Manager

Ghilotti Construction Company, Inc.

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: 246 Ghilotti Avenue

Santa Rosa, CA 95407

Place of residence: San Rafael, CA - President/Treasurer

Dated:

6/26/19



Corporate Resolution to Execute Proposals

Resolved that this Corporation, Ghilotti Construction Company, hereby approves and appoints Richard W. Ghilotti, President of Ghilotti Construction Company, Brian Ongaro, Vice President of Ghilotti Construction Company, Ali Yazdi, VP, General Manager of Ghilotti Construction Company, Stacy L. Magill, Secretary of Ghilotti Construction Company, and Tom Smith, Estimating Manager of Ghilotti Construction Company for the purpose of executing in the name of this corporation, any and all bid documents and Bidder's Bonds.

Resolved further, that any and all actions taken by Richard W. Ghilotti, Brian Ongaro, Ali Yazdi, Stacy L. Magill and Tom Smith in executing said bid documents and Bidder's Bonds be, and they hereby are, ratified and approved, and all such Proposals and bonds and documents are hereby adopted as binding obligations of this corporation.

I, Stacy L. Magill, Secretary of Ghilotti Construction Company, a corporation incorporated under the laws of the State of California, do hereby certify that the foregoing is a full, true and correct copy of resolutions of the Board of Directors of the said corporation, duly and regularly passed and adopted at a special meeting of the Board of Directors of the said corporation which was duly and regularly called and held in all respects as required by law, and by the bylaws of the said corporation, at the office thereof on the 2nd day of November, 2004, at which special meeting a majority of the board of Directors of the said corporations was present and voted in favor of said resolutions.

IN WITNESS WHEREOF, I have hereto set my hand as such Secretary and affixed the corporate seal of the said corporation, this 15th day of April, 2019.


 Stacy L. Magill
 Secretary

— Engineering Contractor —

246 GHILOTTI AVENUE • SANTA ROSA, CA 95407 • 707-585-1221 • FAX: 707-585-0129

www.ghilotti.com

STATE CONTRACTORS LICENSE #844515

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Ghilotti Construction Company, Inc.
_____, as PRINCIPAL and

Liberty Mutual Insurance Company, 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 \$ Ten Percent of Total Amount Bid

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 26, 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 10th day of June,
A.D. 20 19.

Ghilotti Construction Company, Inc. (Seal)

Thomas Smith (Seal)

Thomas Smith **Estimating Manager** (Seal)
Principal

Liberty Mutual Insurance Company (Seal)

Jana B. Pilgard (Seal)

Jana B. Pilgard, Attorney in Fact (Seal)
Surety

Address: 175 Berkeley St., Boston, MA 02116

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On June 10, 2019 before me, Kathy Rangel, Notary Public
(insert name and title of the officer)

personally appeared Jana B. Pilgard,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathy Rangel (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200942-977442

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Julie A. Shiroma, Stephen D. Bender, Dona Lisa Buschmann, J. Buschmann, Edward D. Johnson, Robert D. Laux, Jana B. Pilgard, Kathy Rangel

all of the city of Sacramento state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of April, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of June, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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.

Ghilotti Construction Company

246 Ghilotti Avenue, Santa Rosa, CA 95407

Signature(s) of Bidder

Thomas Smith,
Estimating Manager

Business Address: 246 Ghilotti Avenue

Santa Rosa, CA 95407

Place of Residence: San Rafael, CA - President/Treasurer

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 ____.

See attached notarial jurat

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

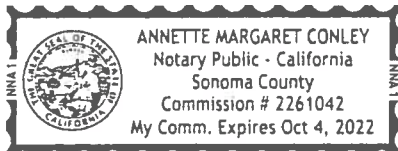
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SonomaSubscribed and ~~sworn to~~ (or affirmed) before me
 on this 19th day of June, 2019,
 by Thomas Smith
 Date Month Year

(1) _____

 (and (2) _____),
 Name(s) of Signer(s)

 proved to me on the basis of satisfactory evidence to
 be the person(s) who appeared before me.


Place Notary Seal and/or Stamp Above

 Signature A Conley
 Signature of Notary Public
OPTIONAL

Completing this information can deter alteration of the document or
 fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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



DRAWN: A.B.S.
CHECKED BY: T.E.
JOB NUMBER: SPEC NO. 19-08
DRAWING FILE: S:\PUBLIC WORKS\AUTOCAD\CURB RAMP\CURB RAMP\PROJECT 2019.DWG

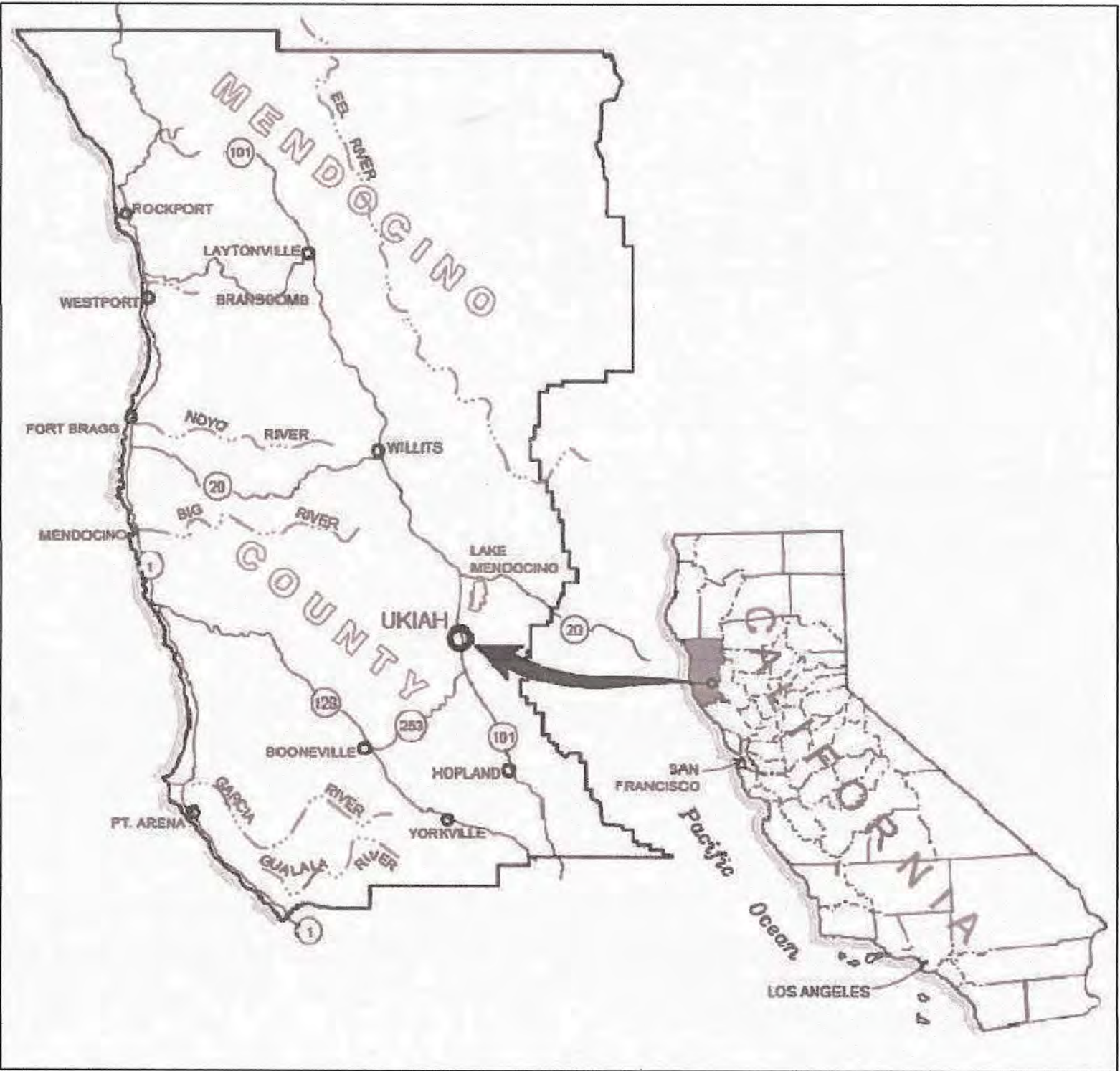
2019 STREET REHABILITATION PROJECT

SPECIFICATION NO. 19-08

VARIOUS LOCATIONS WITHIN UKIAH, CALIFORNIA

MAY 2019

VICINITY MAP



LOCATION MAP

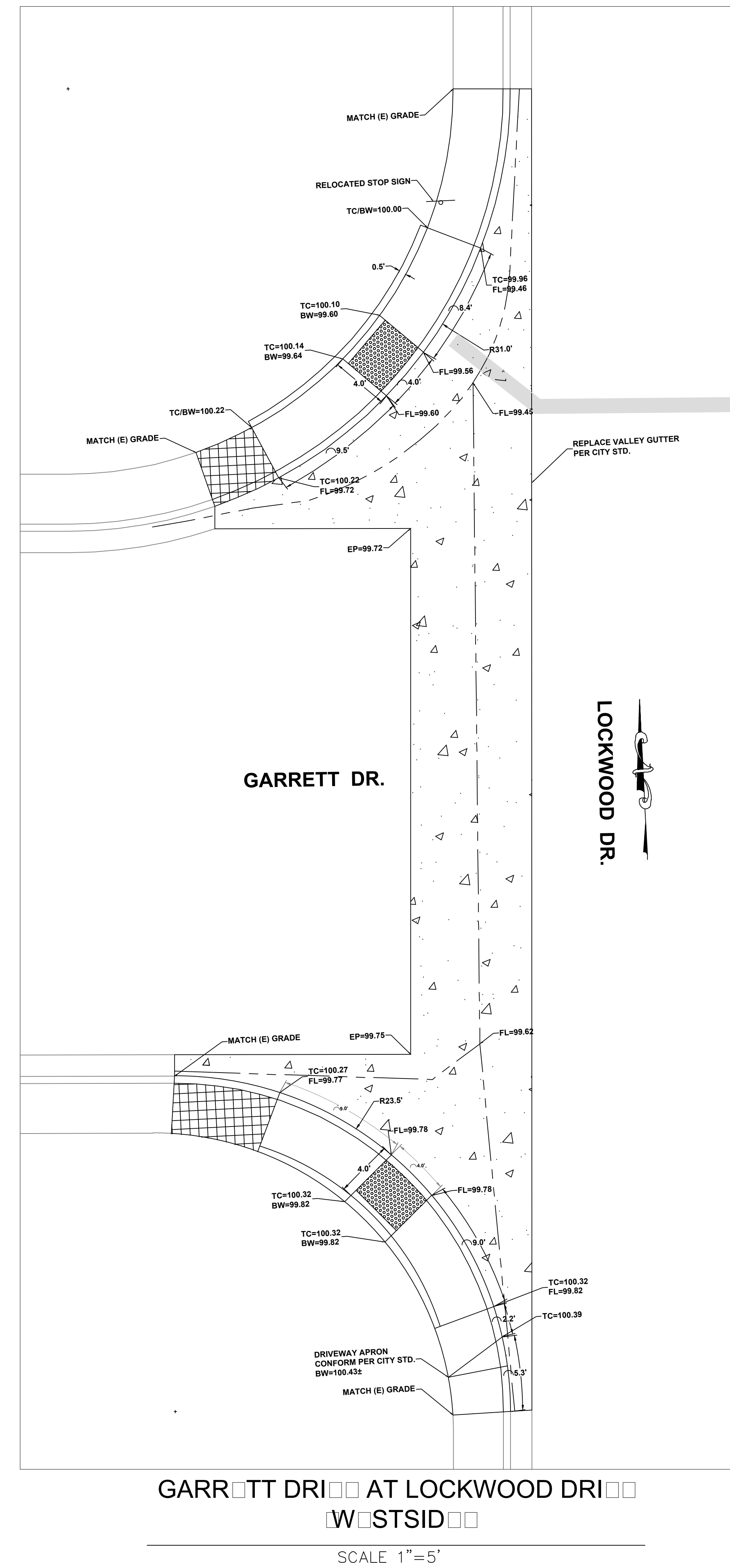
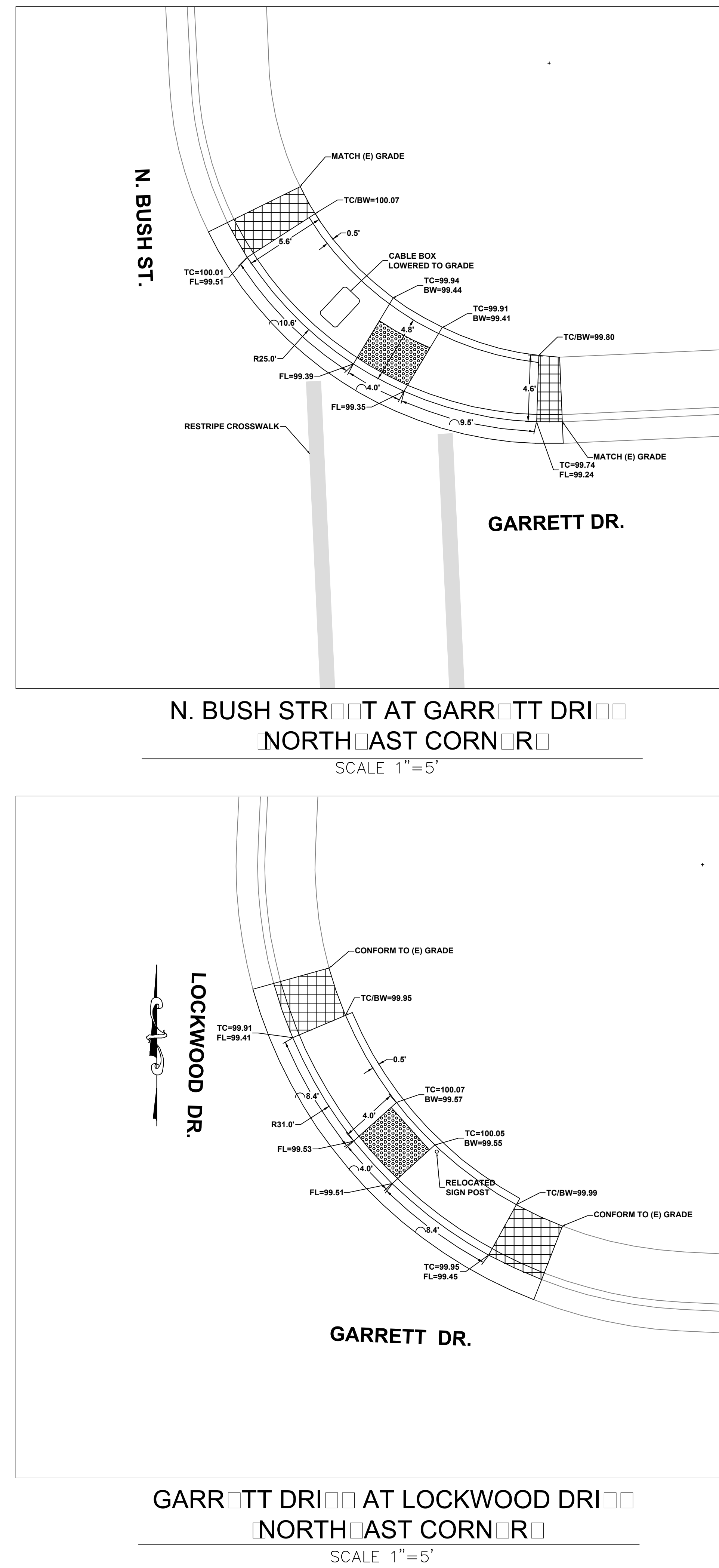
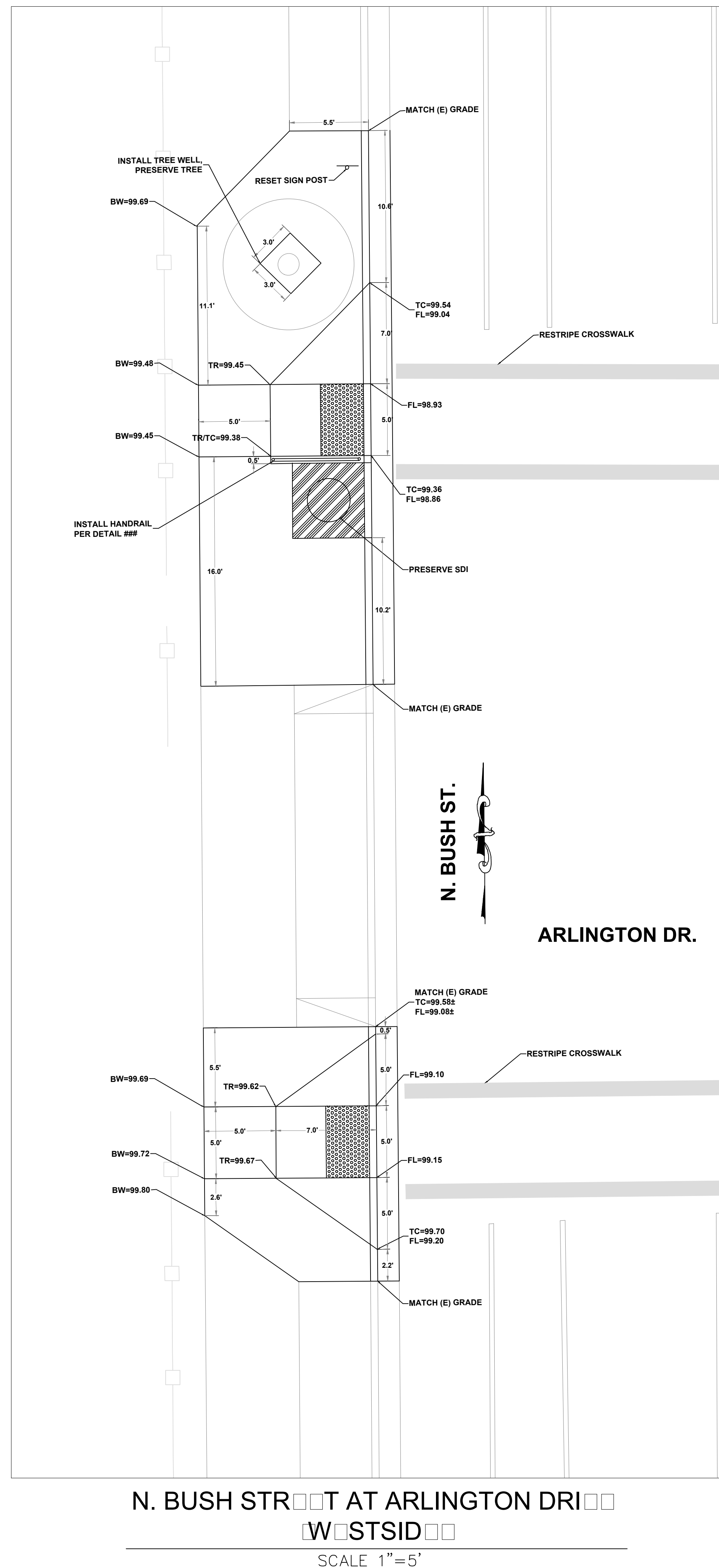


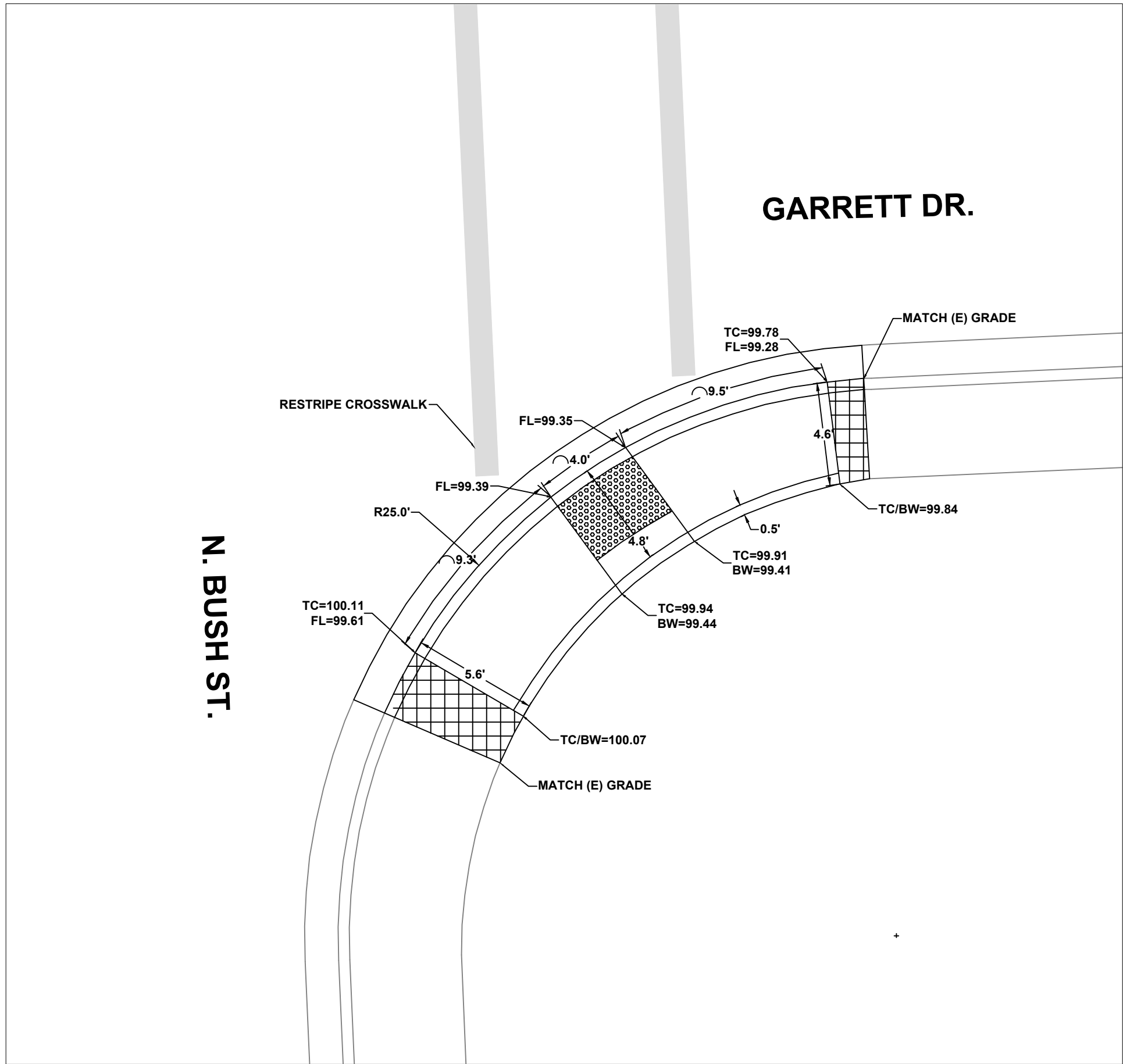
- NOTES:
1. THE TRANSITION FROM RAMPS TO GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
 2. SLOPE OF SIDE FLARE SHALL BE (9%) MAXIMUM.
 3. RAMP AND SIDE FLARE AREA SHALL BE CONSTRUCTED WITH A HEAVY BROOM FINISH TRANSVERSE TO THE SLOPE OF THE RAMP.
 4. DETECTABLE WARNING SURFACE SHALL CONSIST 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'

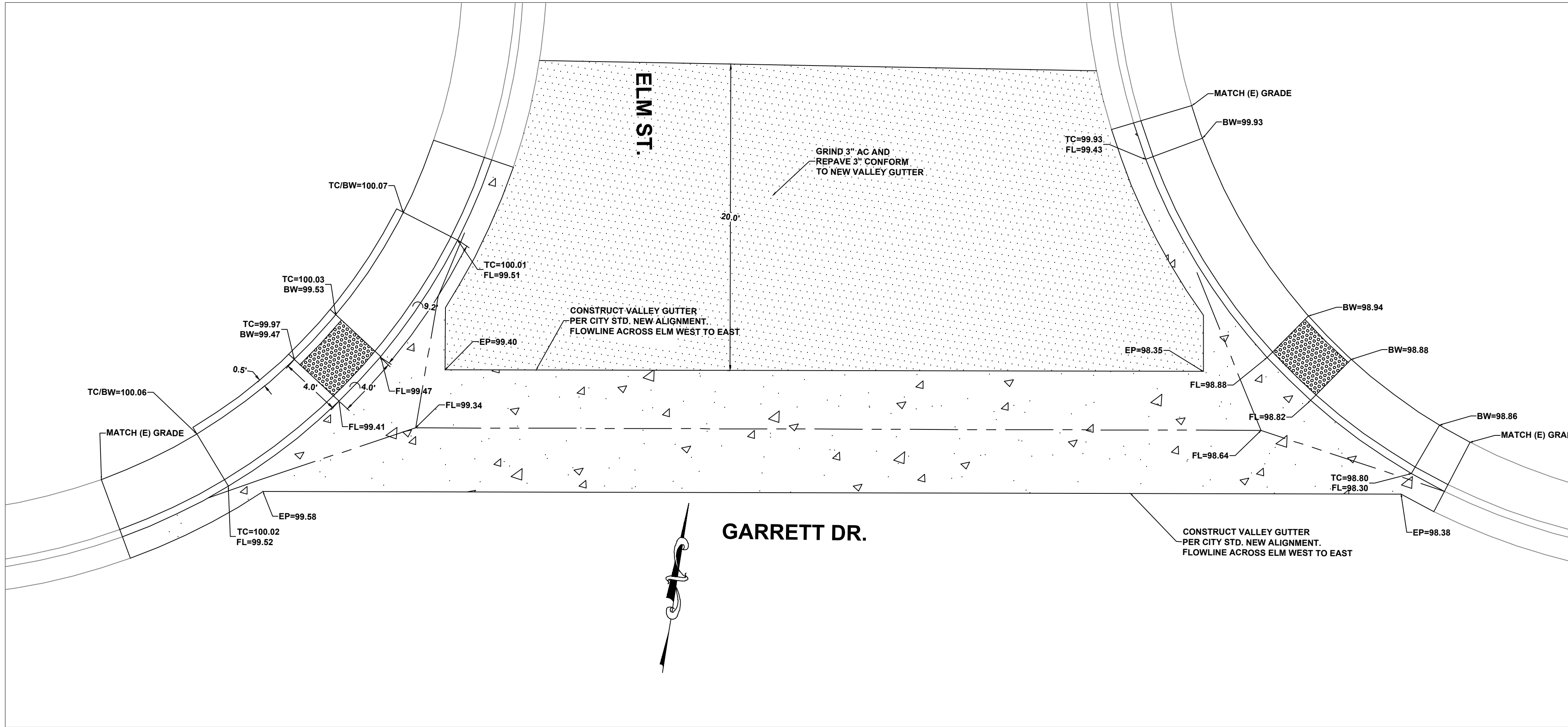
APPROVED BY:  **TIMOTHY E. ERIKSEN**
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
DATE: 5/2/19



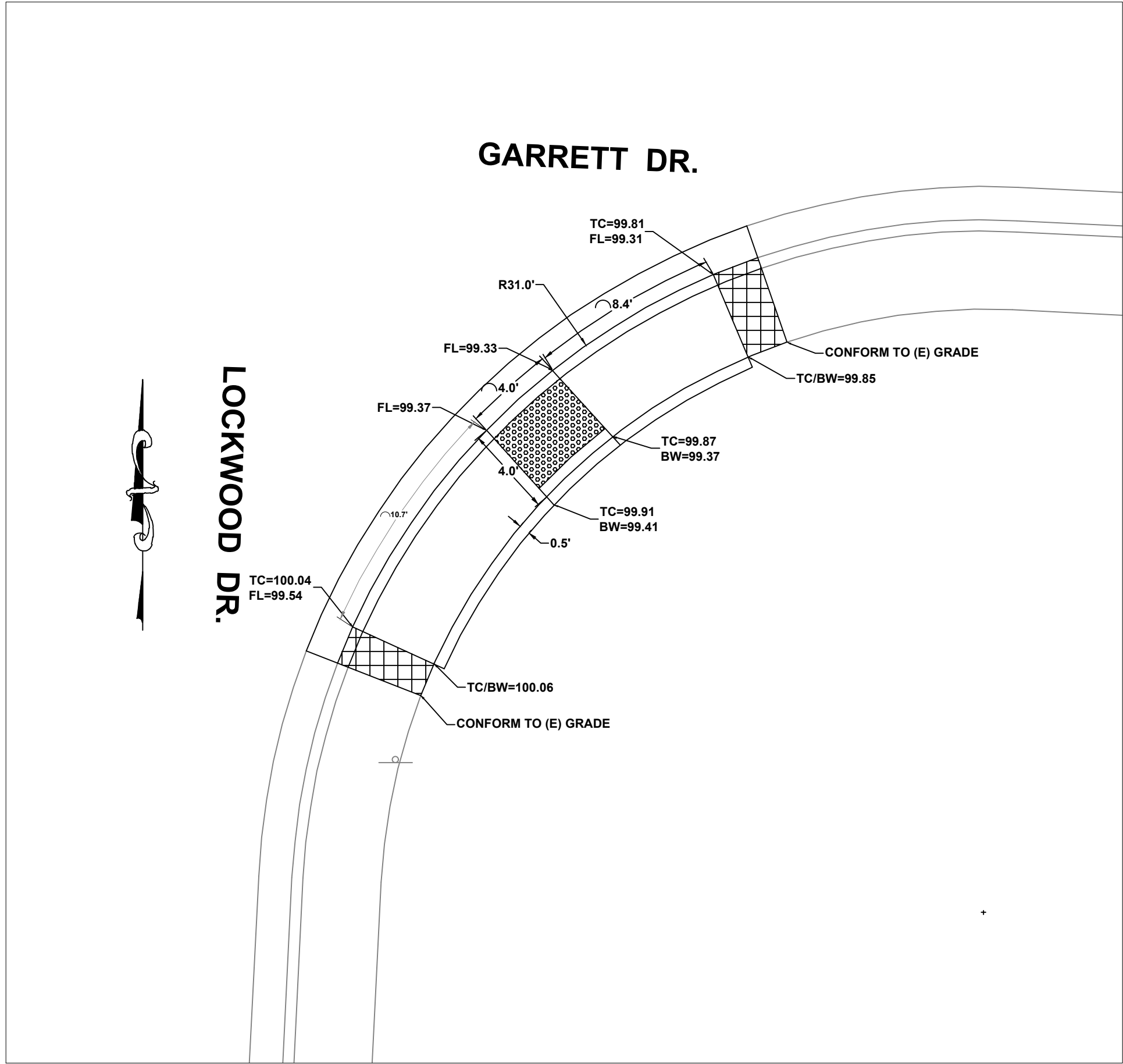




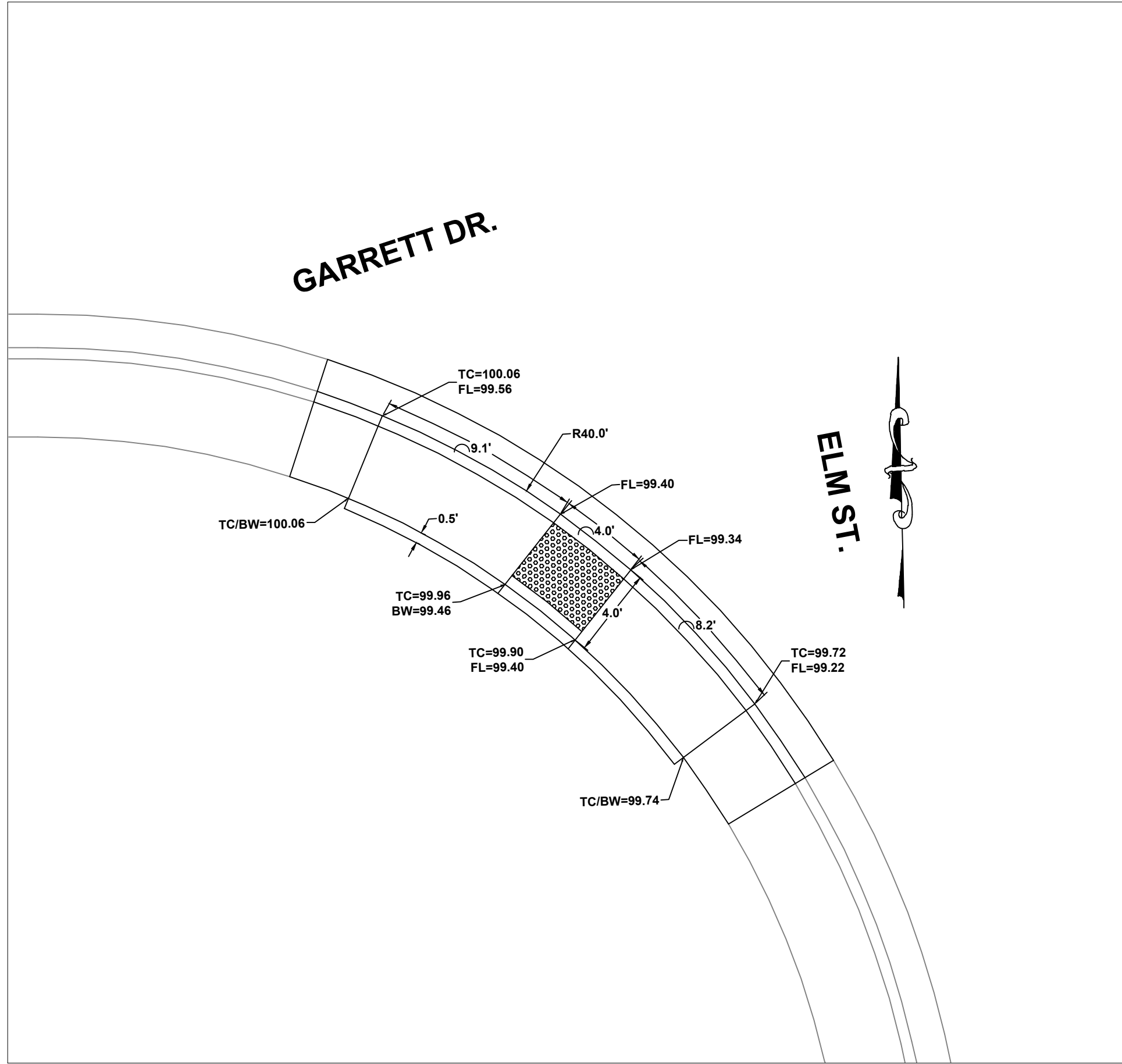
N. BUSH STREET AT GARRETT DRIVE
SOUTHEAST CORNER
SCALE 1"=5'



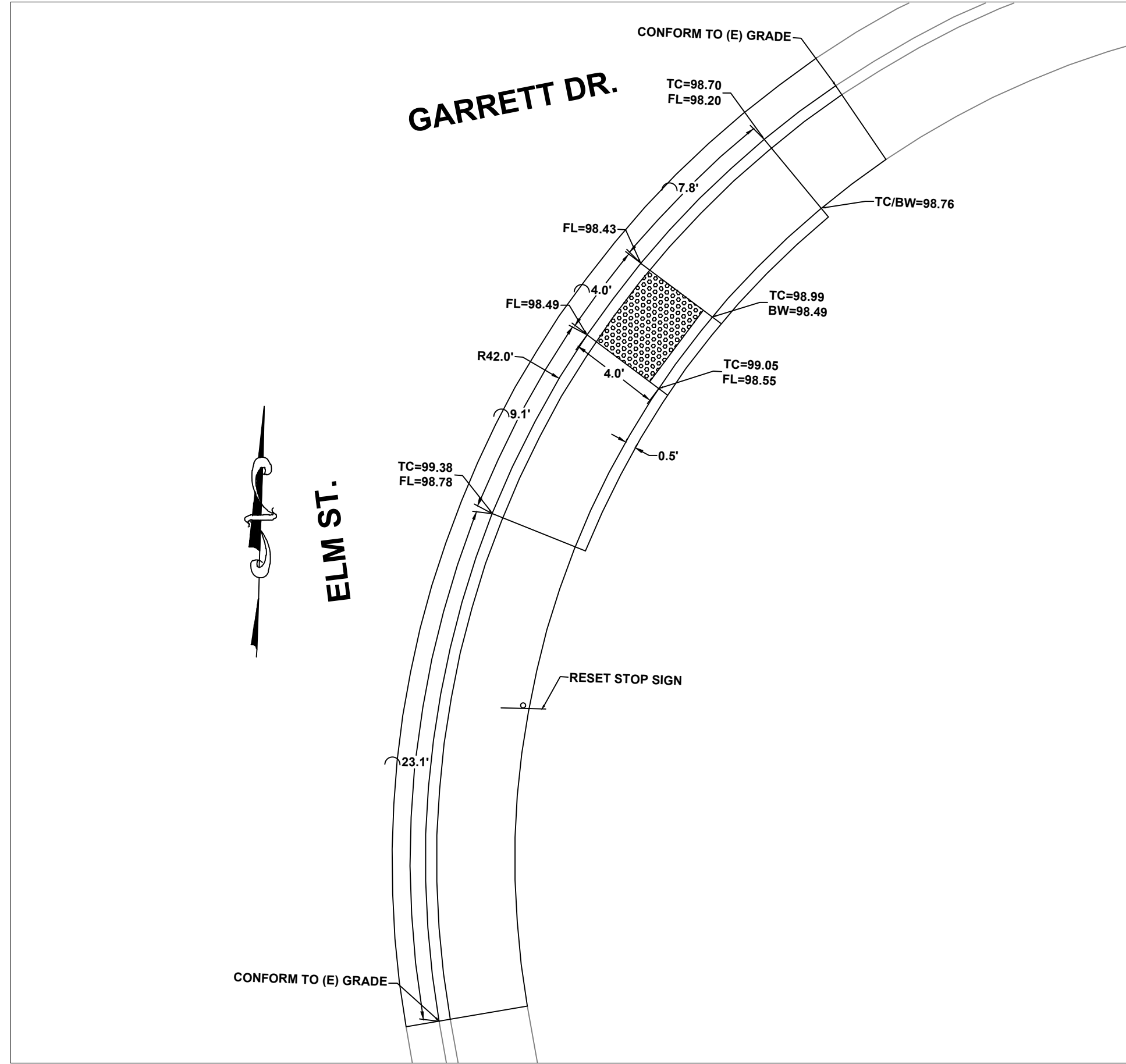
GARRETT DRIVE AT ELM STREET
NORTHSIDE
SCALE 1"=5'



GARRETT DRIVE AT LOCKWOOD DRIVE
SOUTHEAST CORNER
SCALE 1"=5'



GARRETT DRIVE AT ELM STREET
SOUTHWEST CORNER
SCALE 1"=5'



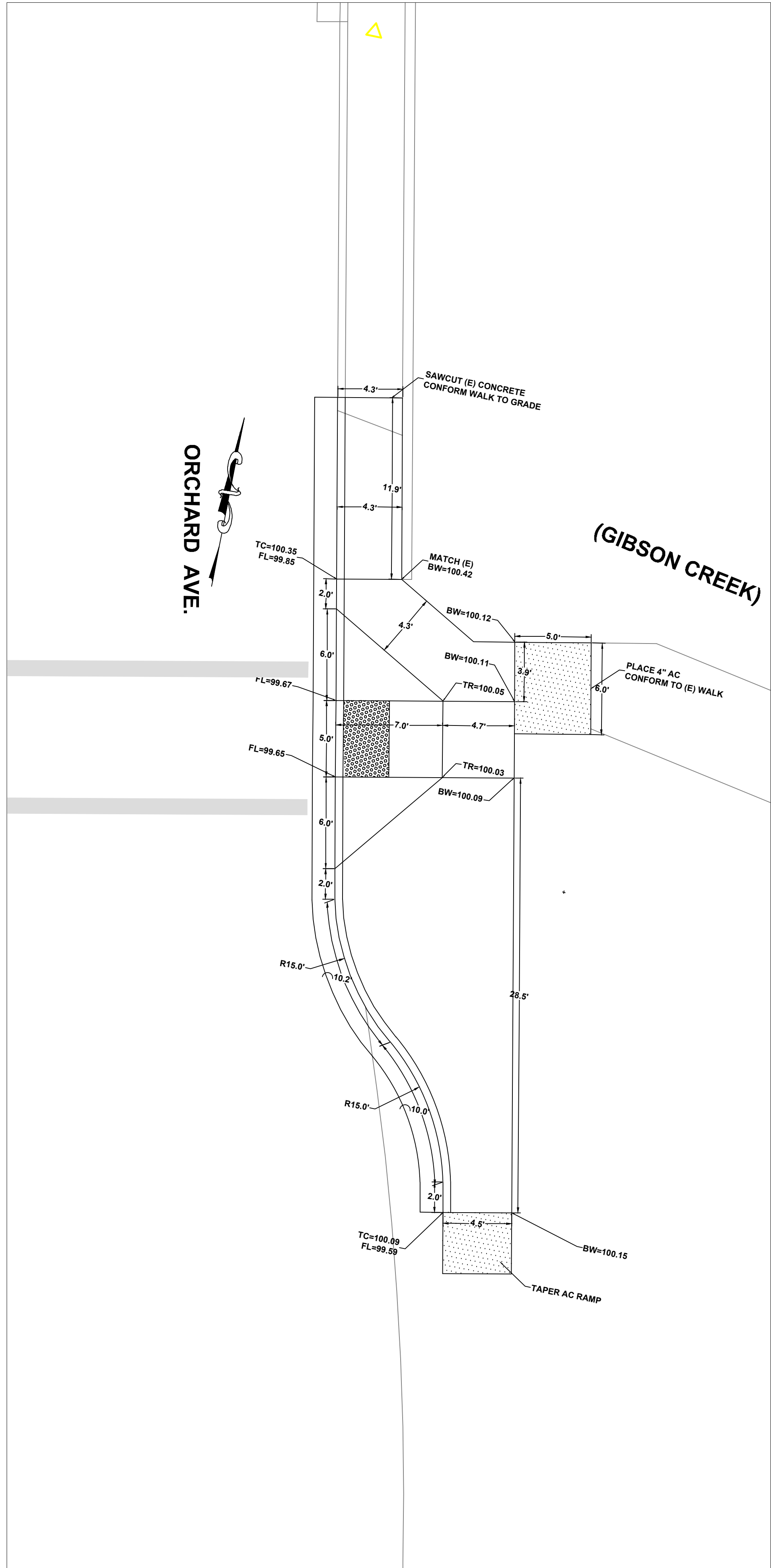
GARRETT DRIVE AT ELM STREET
SOUTHEAST CORNER
SCALE 1"=5'

CITY OF UKIAH - VARIOUS LOCATIONS
PROJECT STREET REHABILITATION 2019
TITLE SPECIFICATION NO.19-0

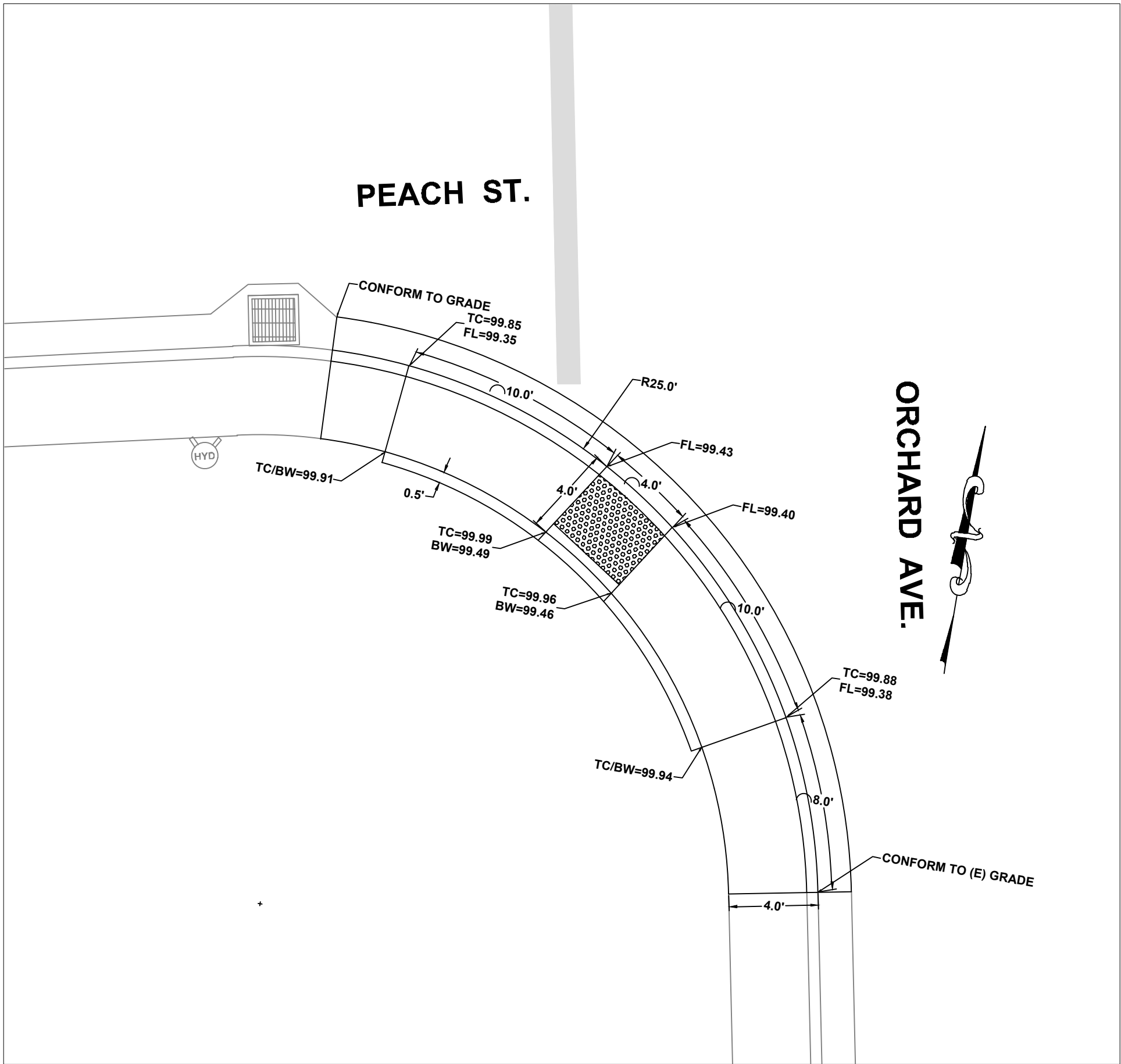
CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482



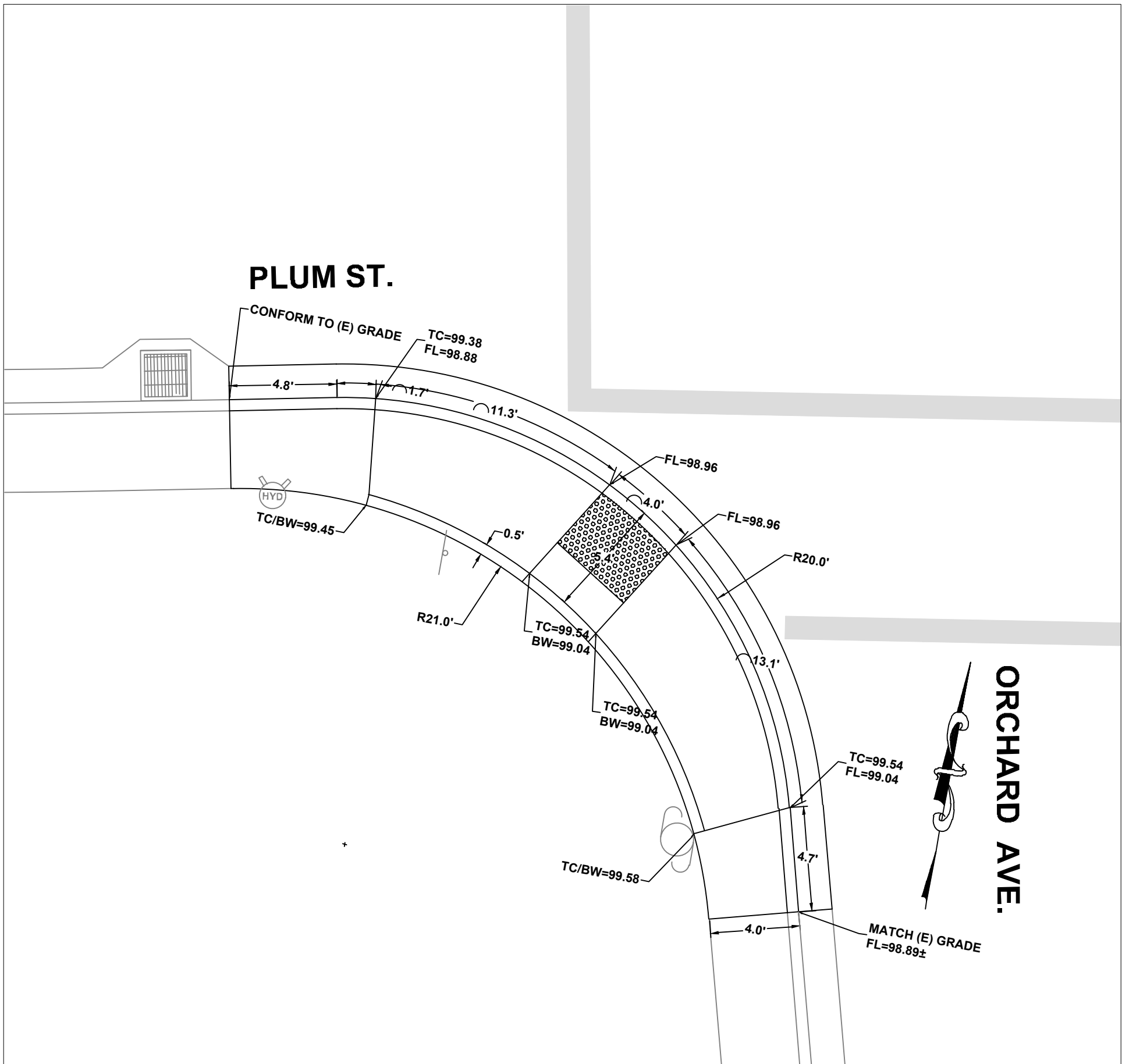
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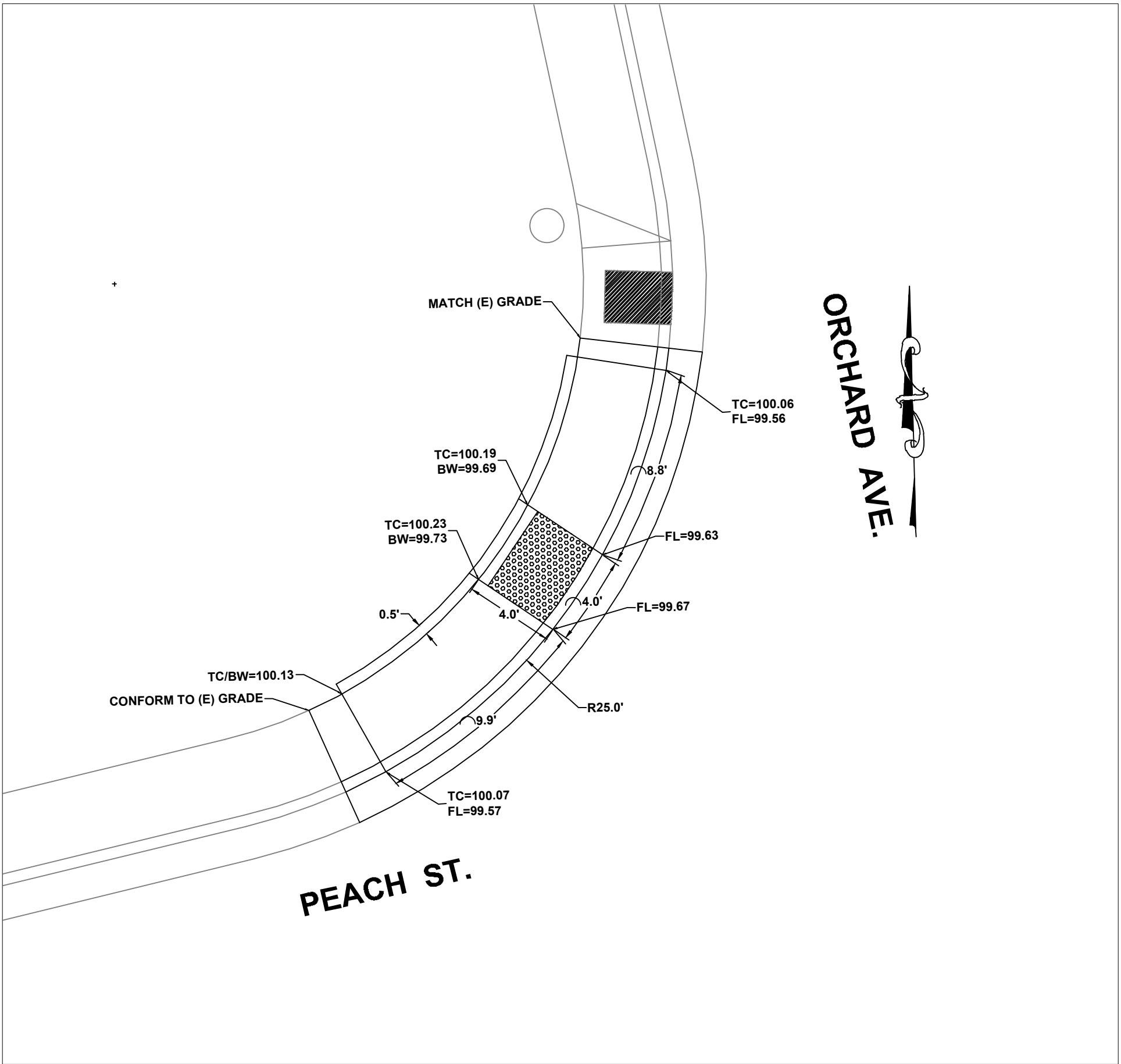
ORCHARD AVE. AT GIBSON CR. SW SIDE
SCALE 1"=5'



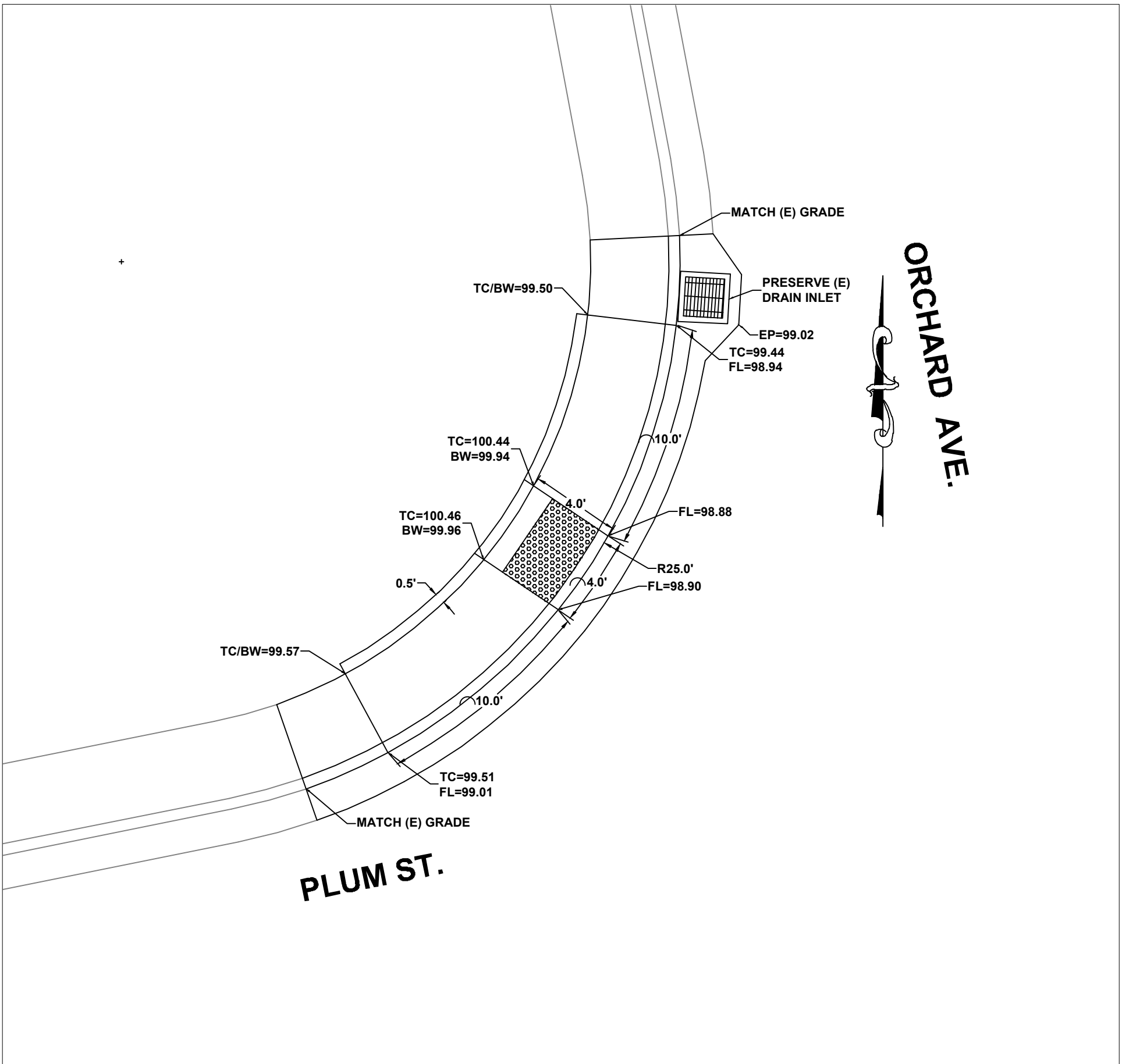
ORCHARD AVE. AT PEACH ST. SW CORNER
SCALE 1"=5'



ORCHARD AVE. AT PLUM ST. SW CORNER
SCALE 1"=5'



ORCHARD AVE. AT PEACH ST. NW CORNER
SCALE 1"=5'



ORCHARD AVE. AT PLUM ST. NW CORNER
SCALE 1"=5'

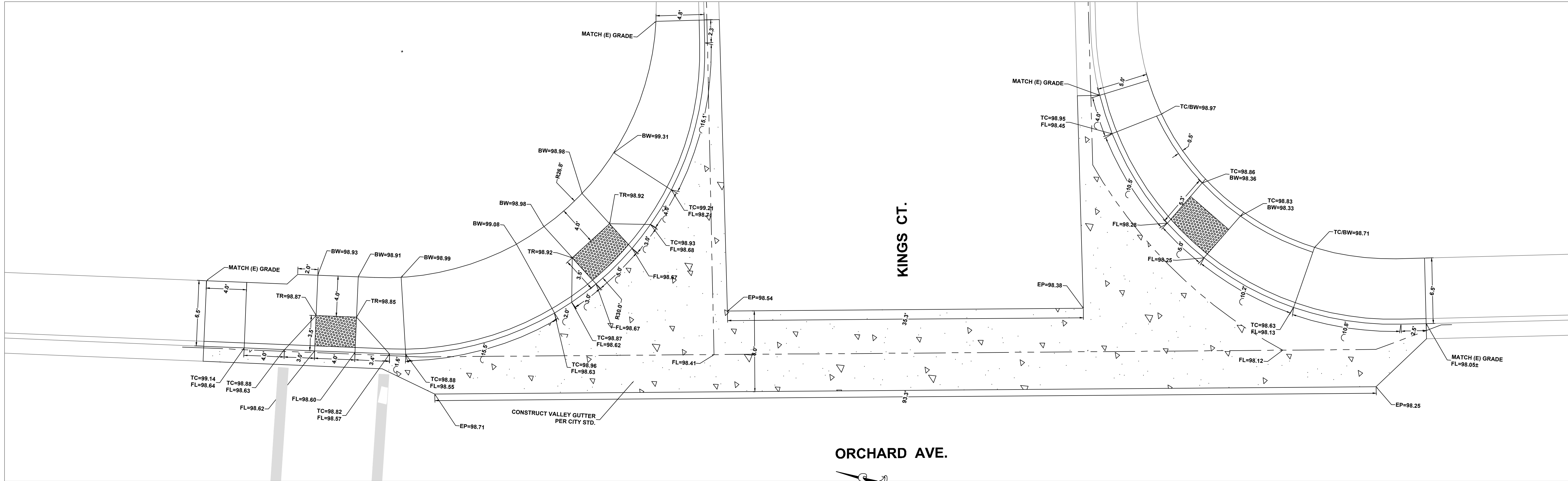
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CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482



Location: CITY OF UKIAH - VARIOUS LOCATIONS
Project: STREET REHABILITATION 2019
Title: SPECIFICATION NO.19-08

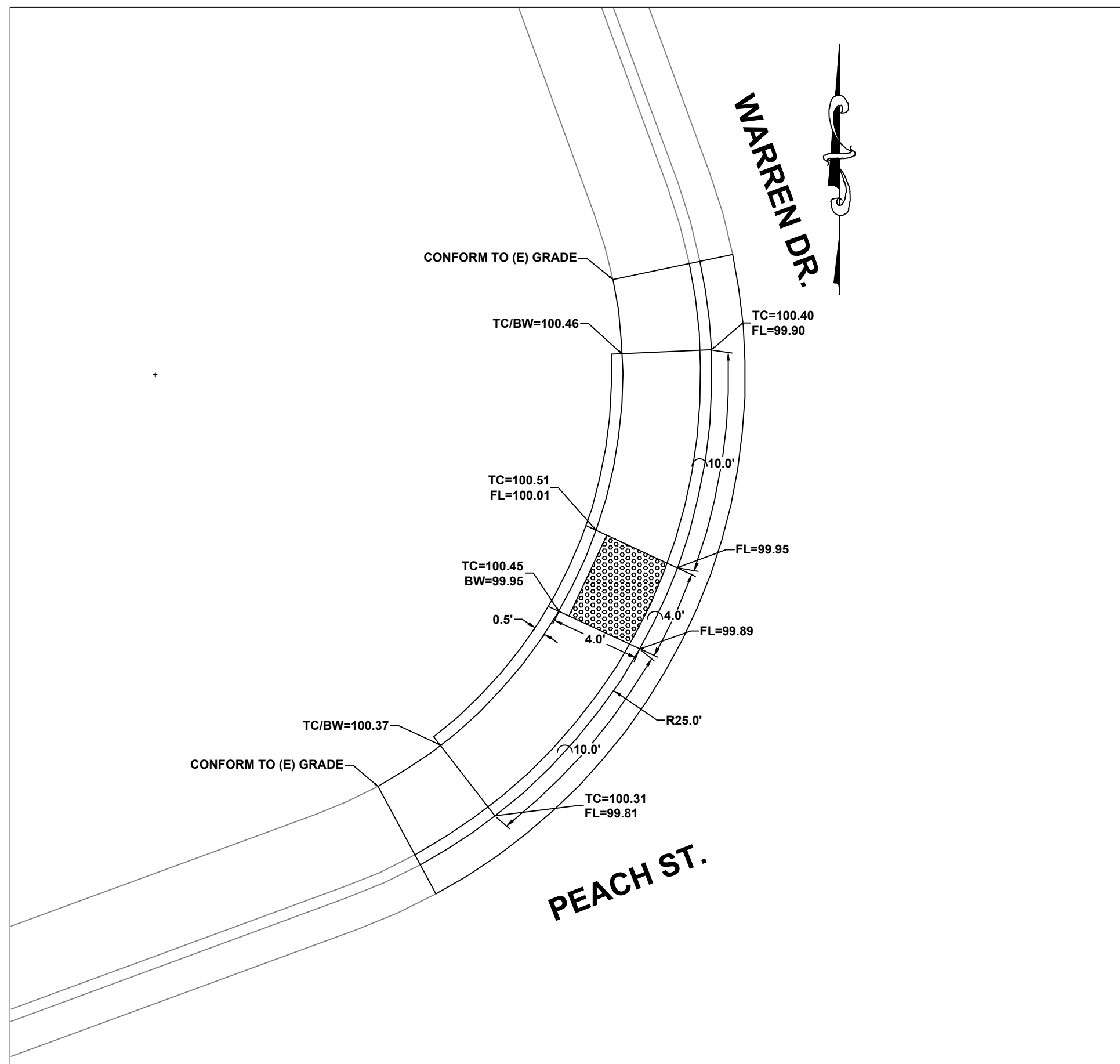
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ORCHARD AVENUE AND KINGS COURT

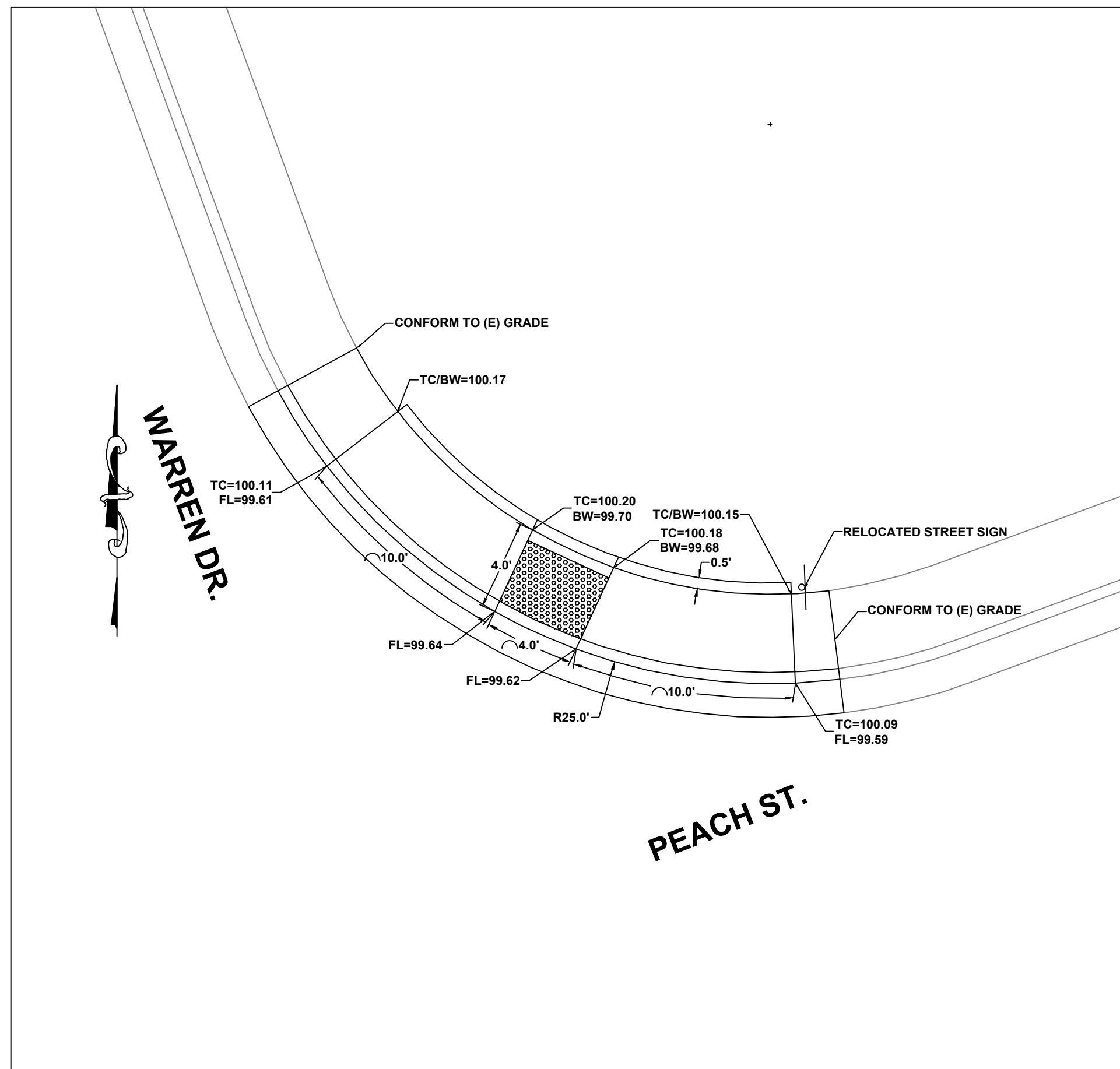
ASTS

SCALE 1"=5'



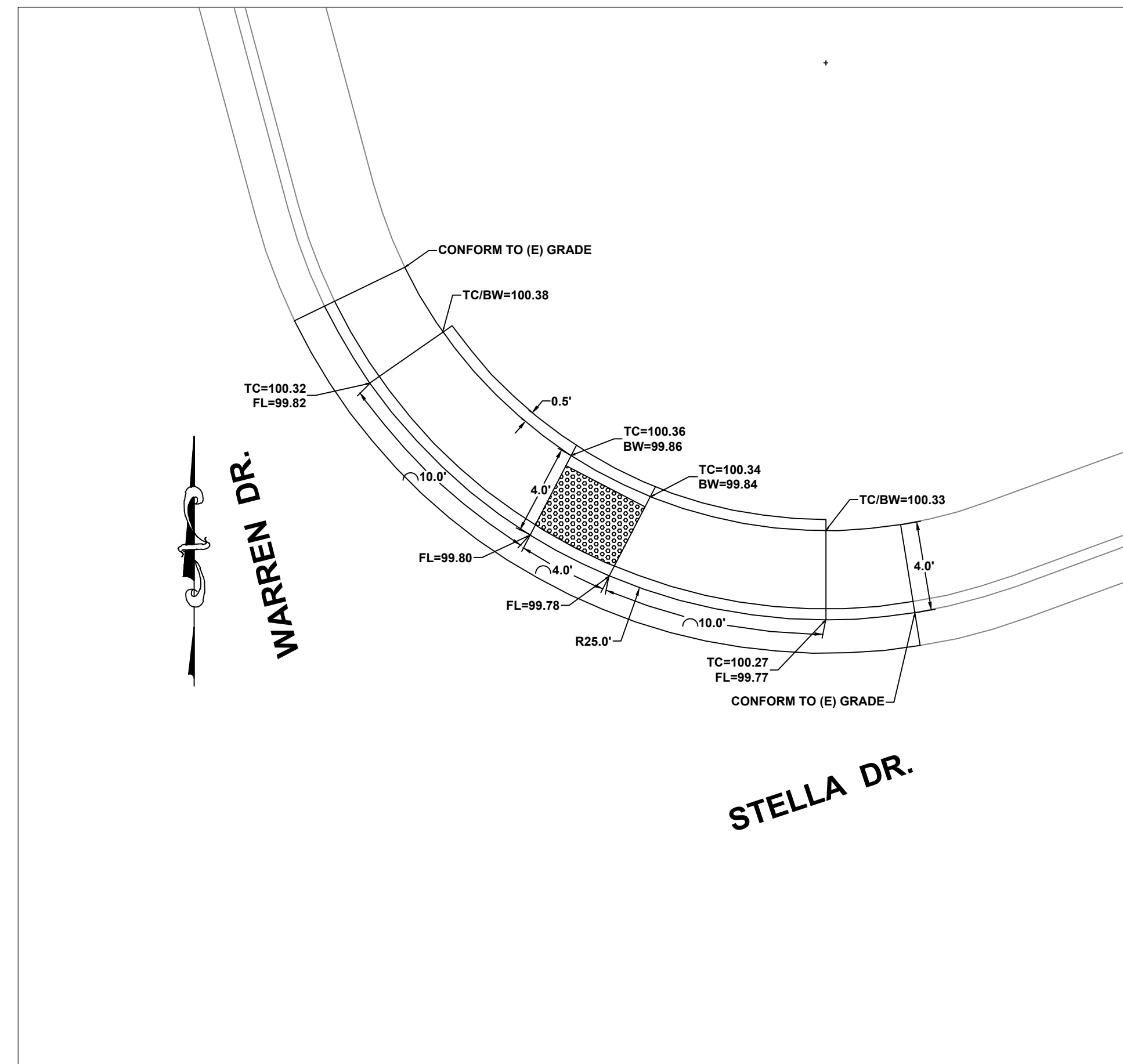
WARREN DRIVE AT PEACH STREET
NORTHWEST CORNER

SCALE 1"=5'



WARREN DRIVE AT PEACH STREET
NORTHEAST CORNER

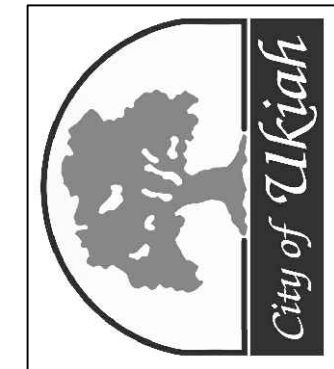
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WARREN DRIVE AT STELLA DRIVE
NORTHEAST CORNER

SCALE 1"=5'

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CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

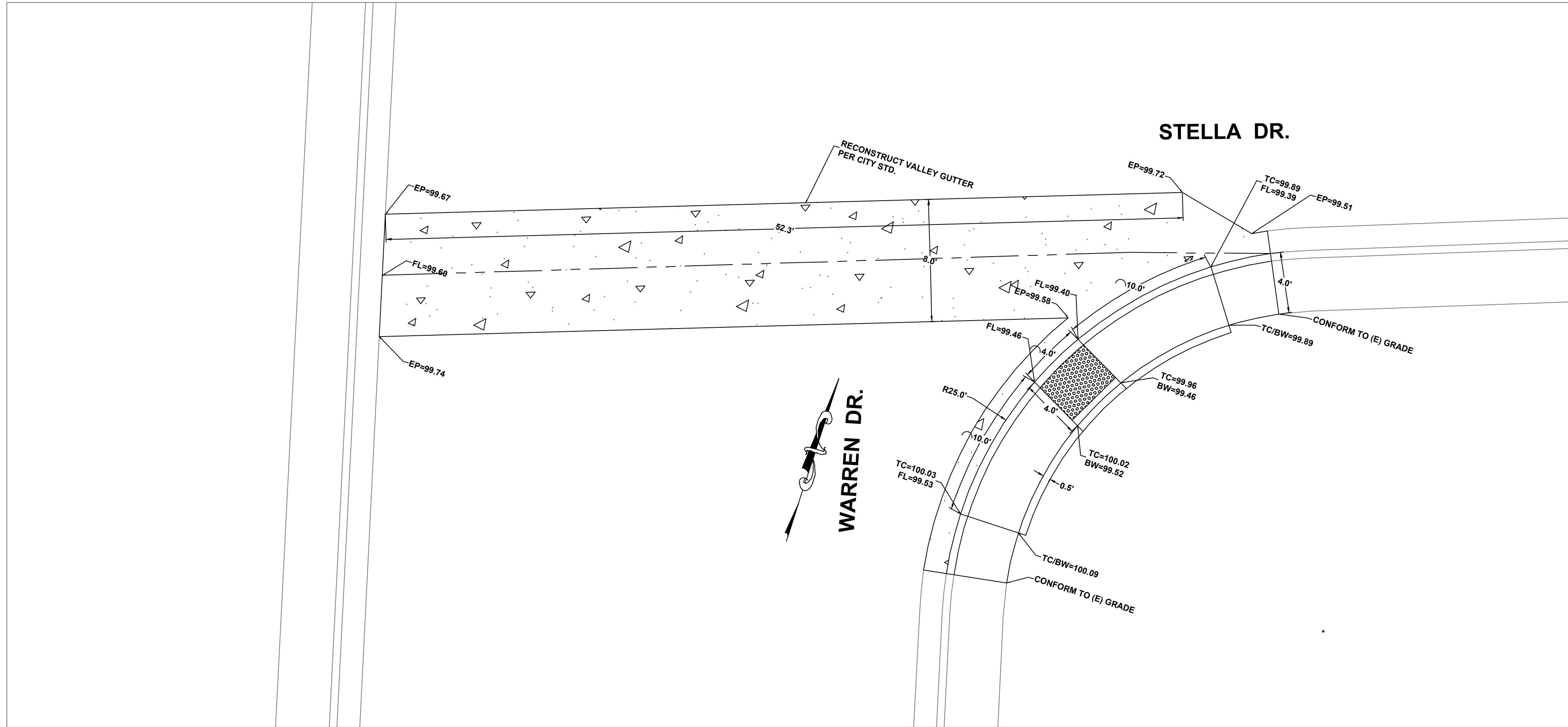
Location CITY OF UKIAH - VARIOUS LOCATIONS

Project STREET REHABILITATION 2019

Title SPECIFICATION NO.19-08

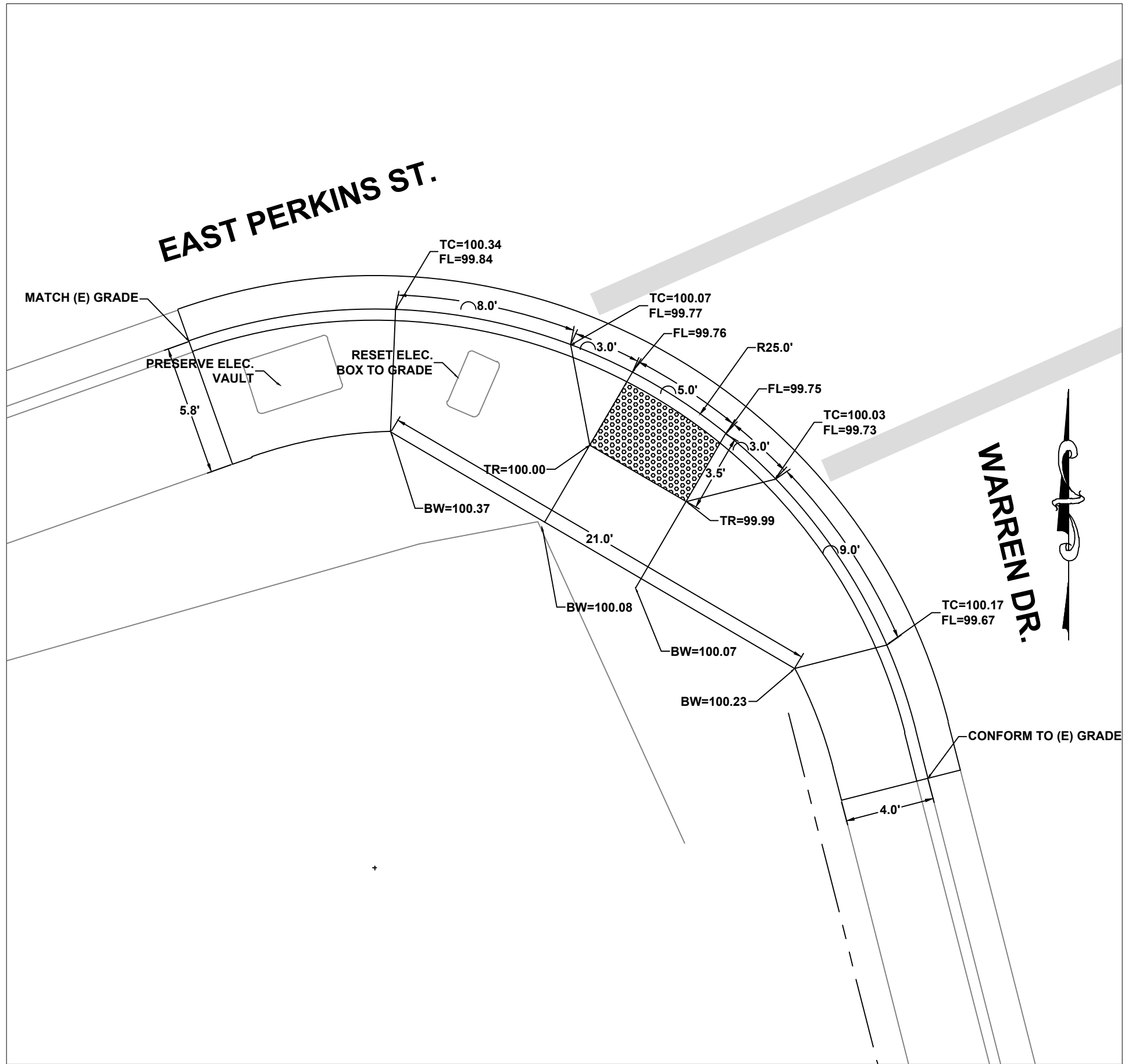
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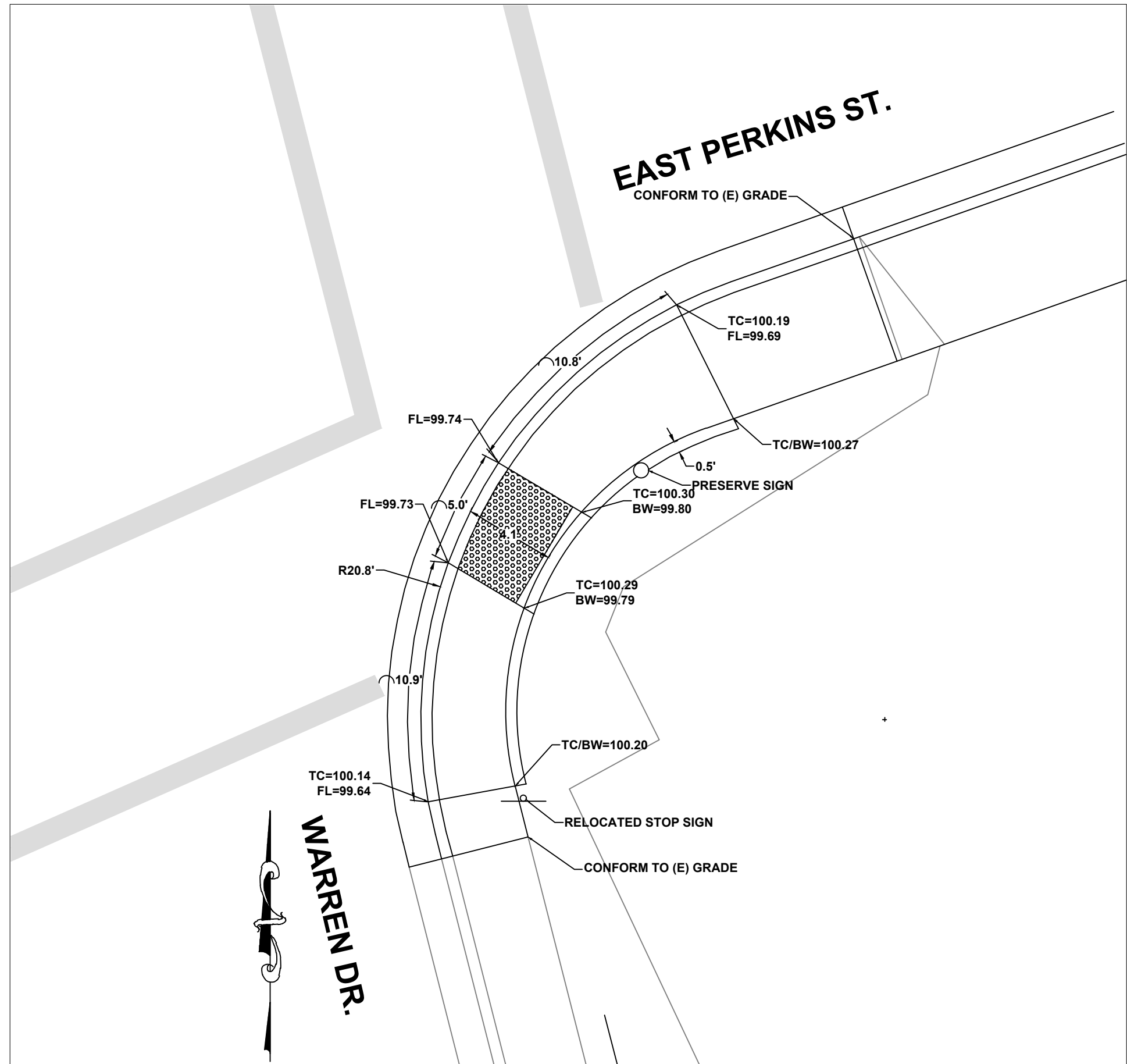
WARREN DR. AT STELLA DR.
SOUTHEAST CORNER

SCALE 1"=5'



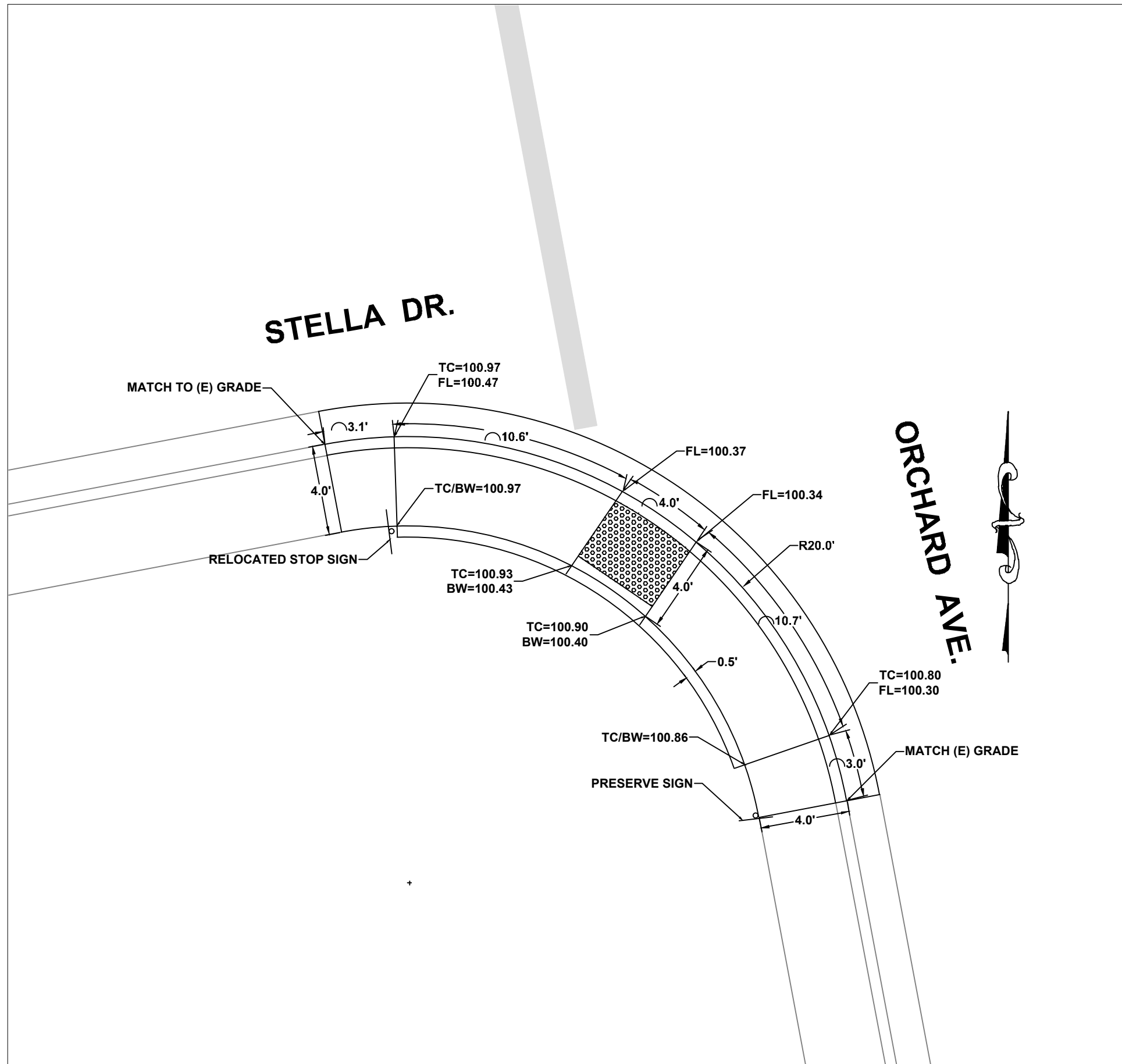
WARREN DR. AT E. PERKINS ST.
SOUTHWEST CORNER

SCALE 1"=5'



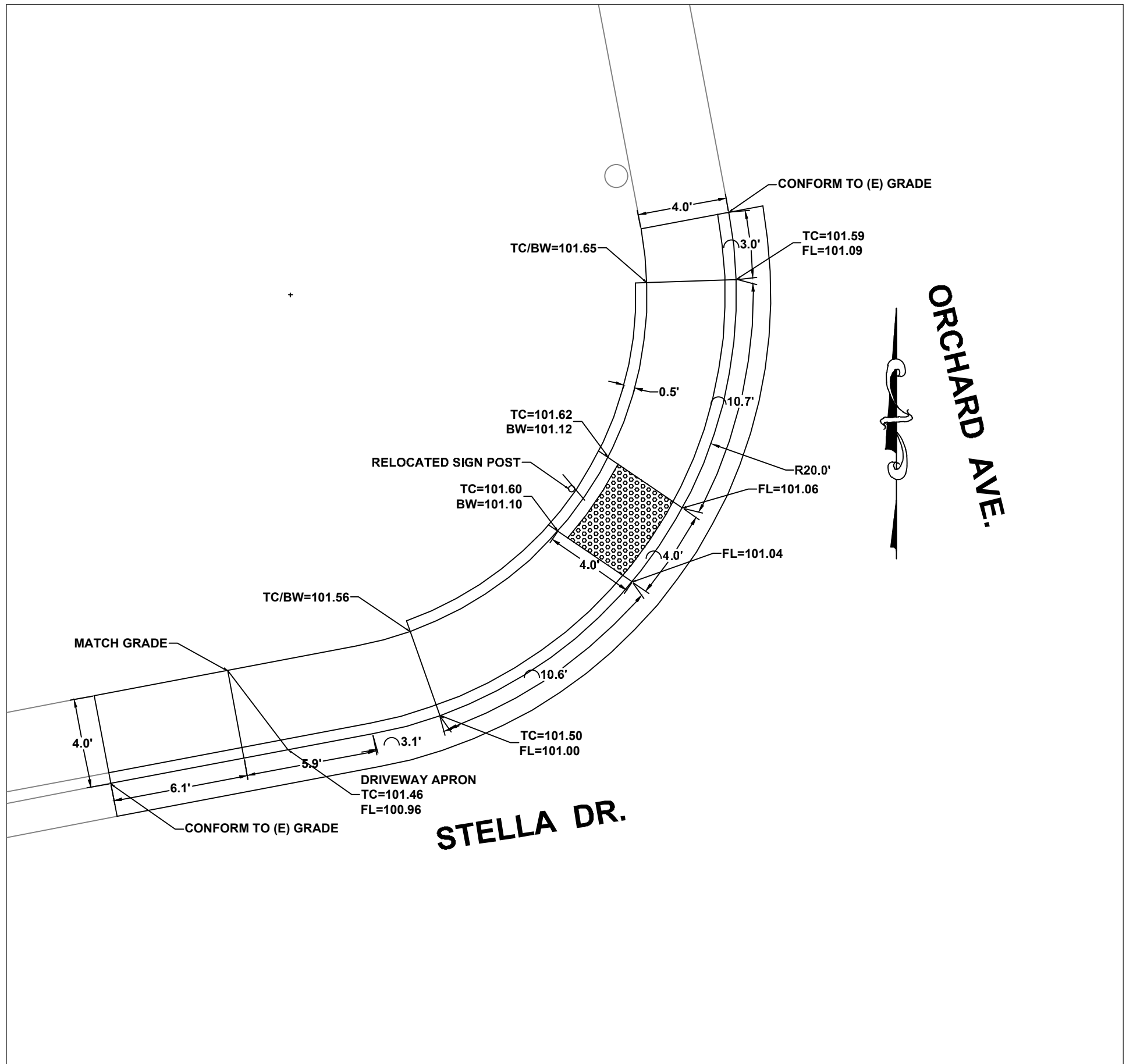
WARREN DR. AT E. PERKINS ST.
SOUTHEAST CORNER

SCALE 1"=5'



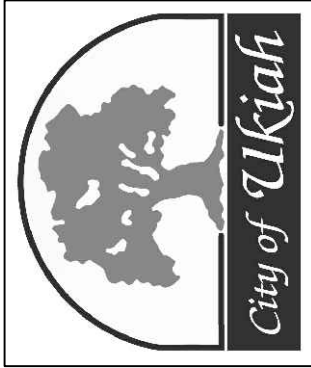
ORCHARD AVE. AT STELLA DR.
SOUTHWEST CORNER

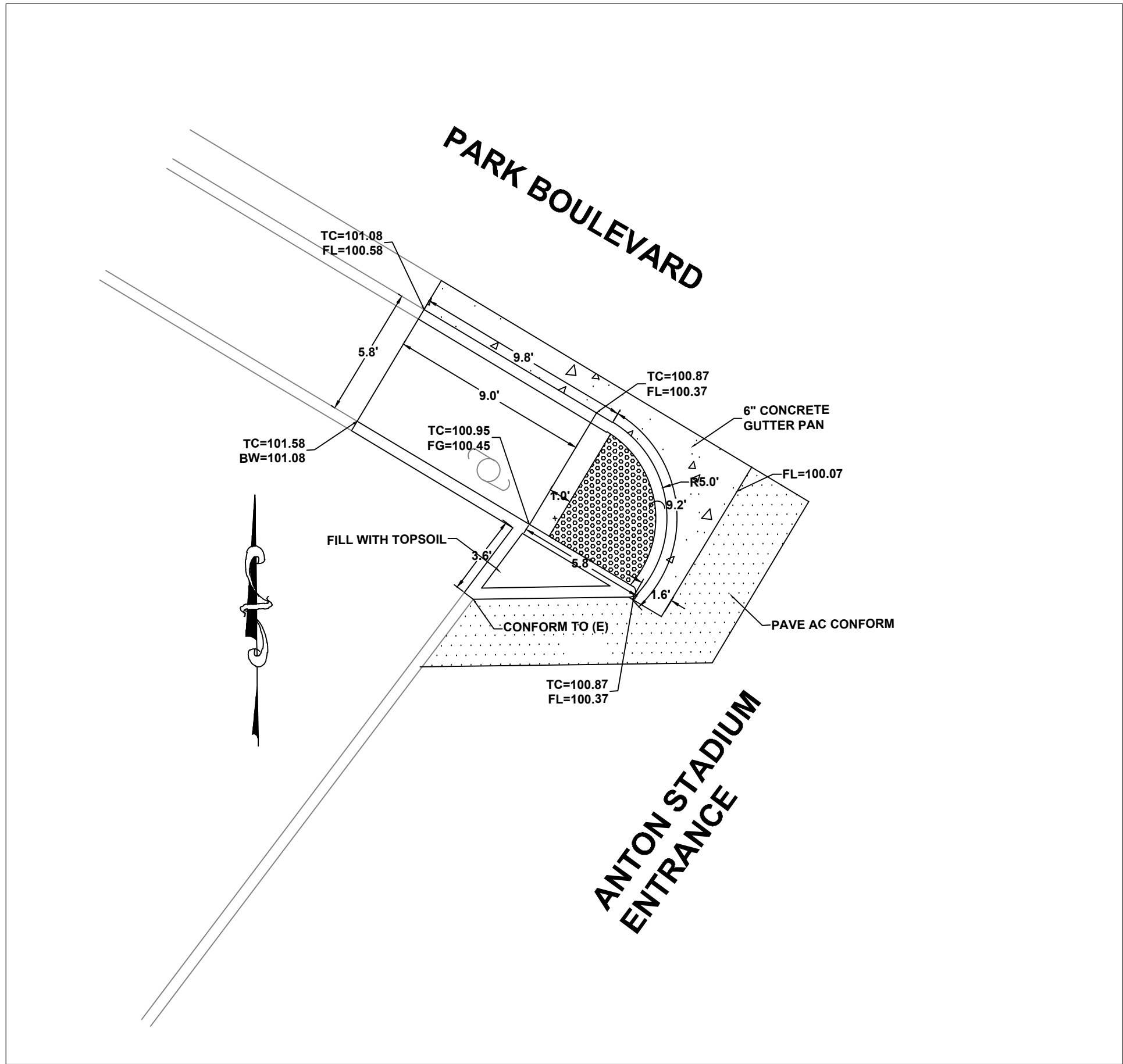
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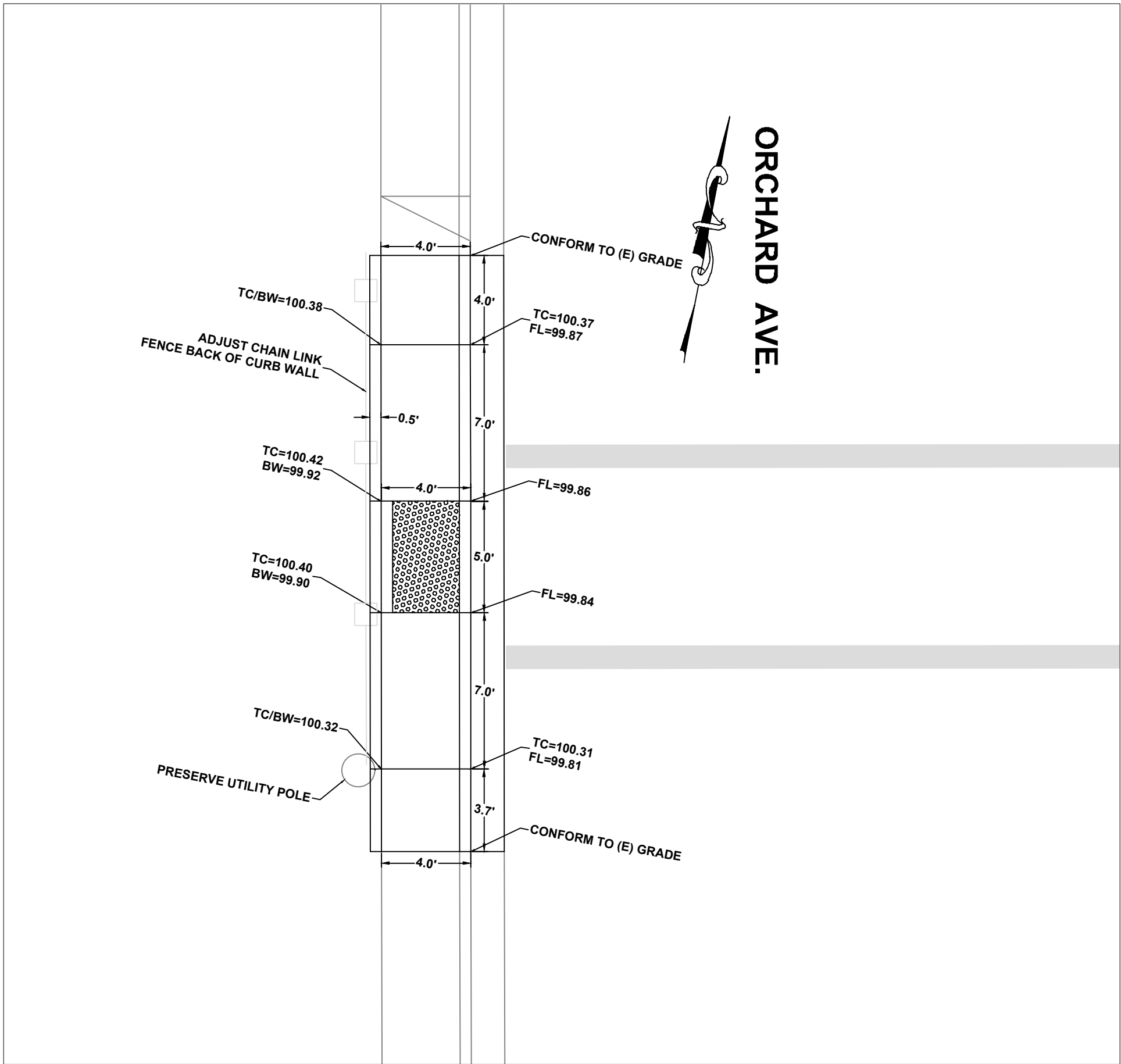
ORCHARD AVE. AT STELLA DR.
NORTHWEST CORNER

SCALE 1"=5'

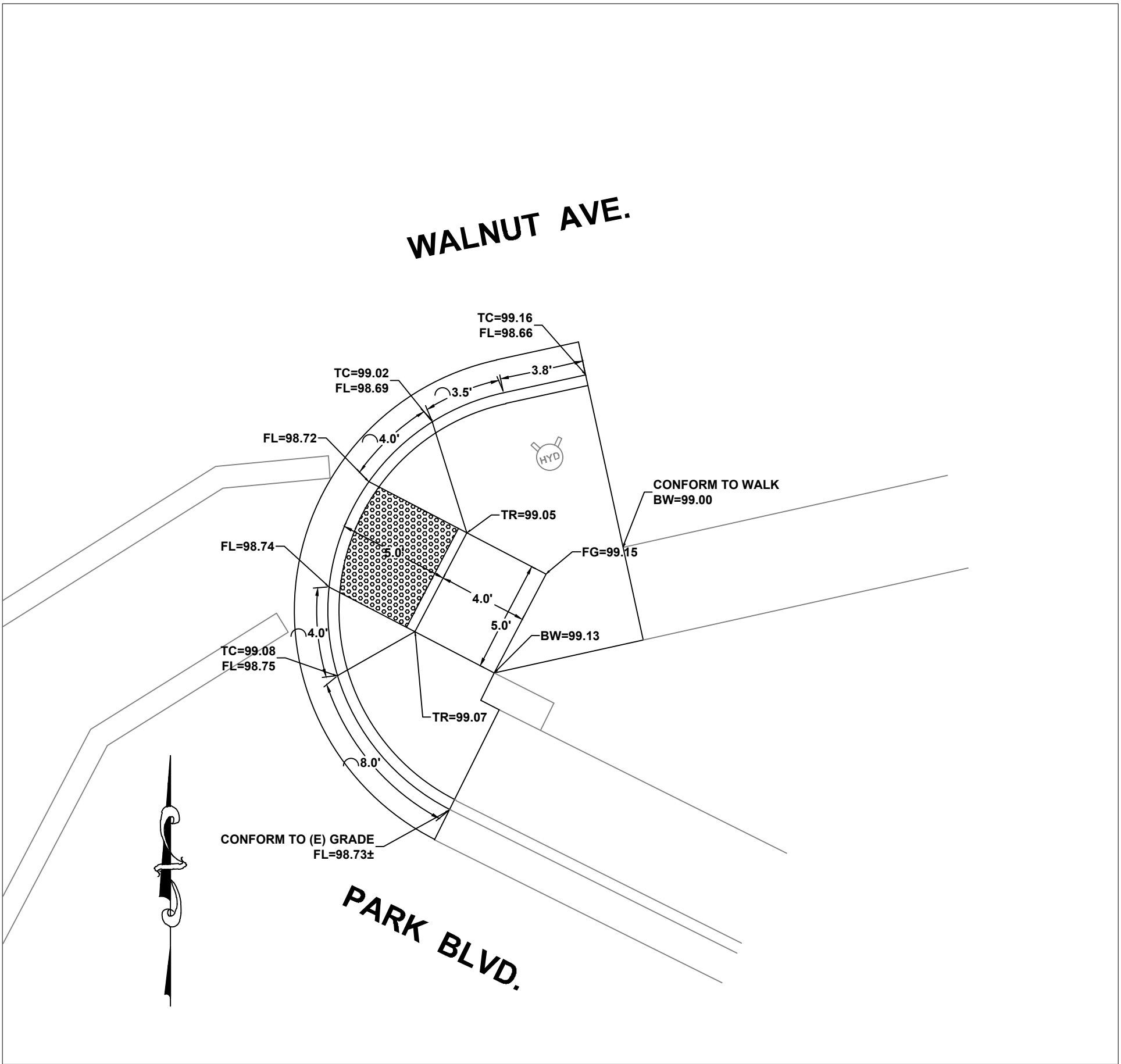




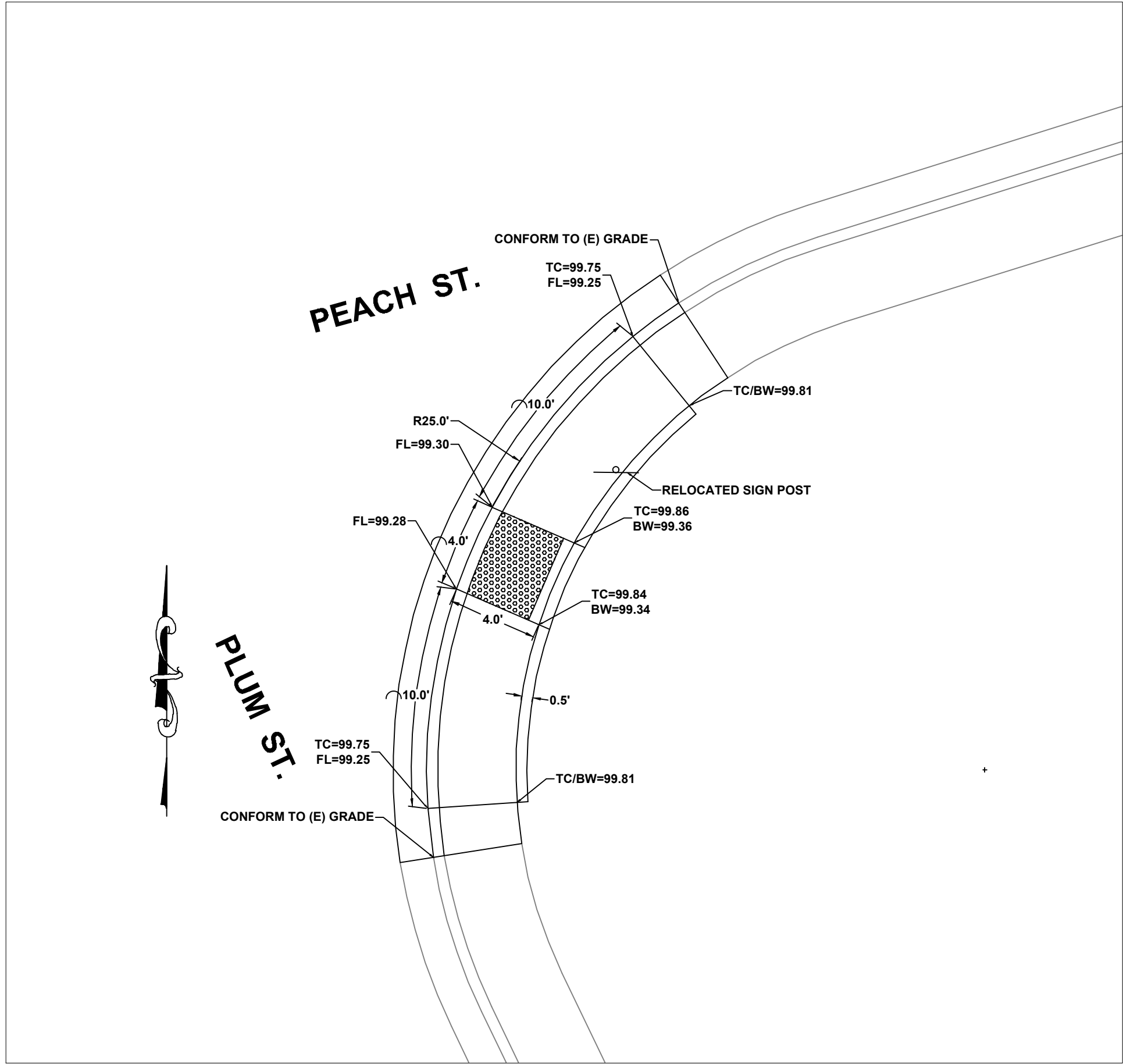
ANTON STADIUM ENTRANCE
NORTHWEST CORNER
SCALE 1"=5'



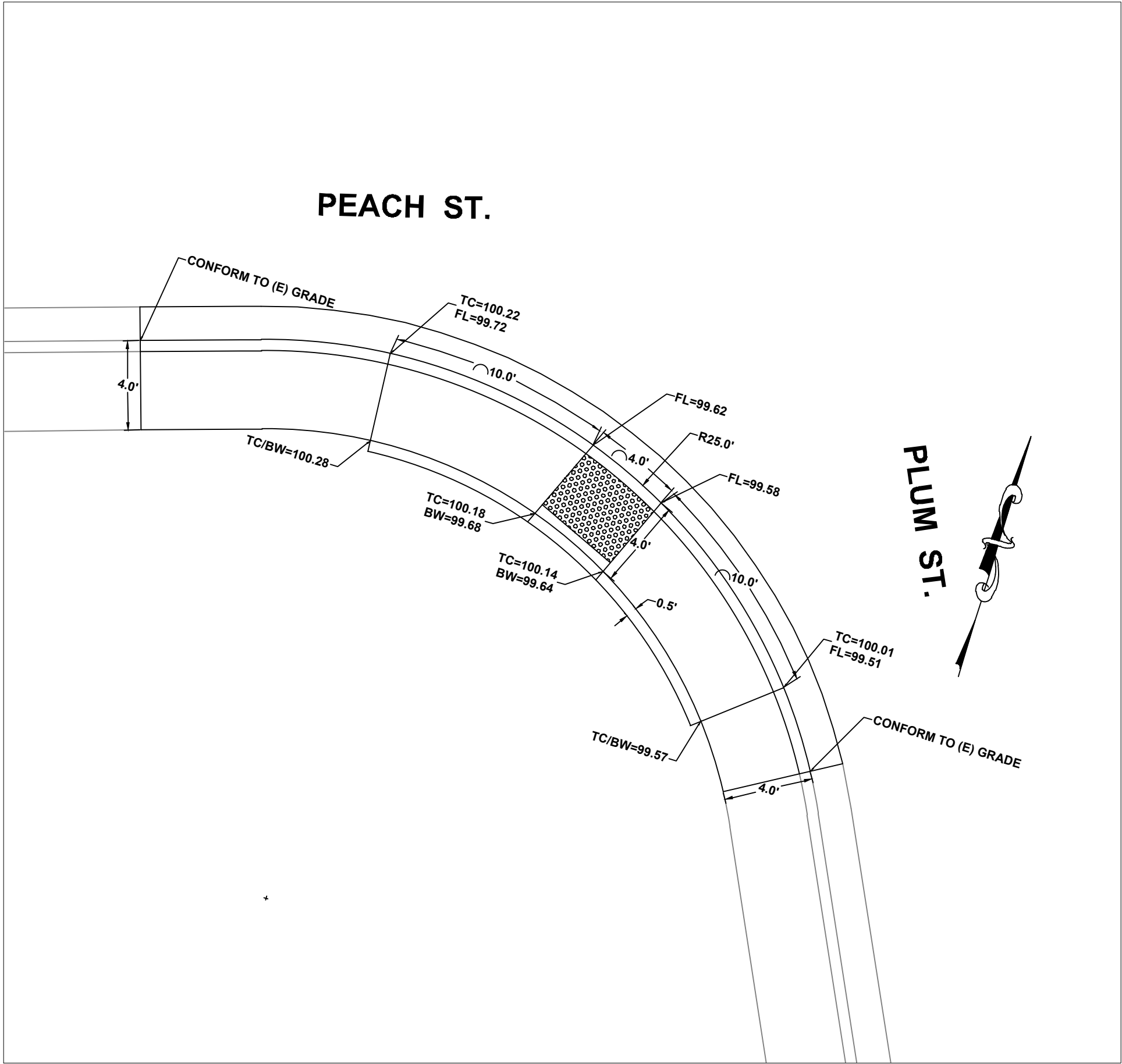
ORCHARD AVENUE AT GIBSON CREEK
WESTSIDE
SCALE 1"=5'



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'

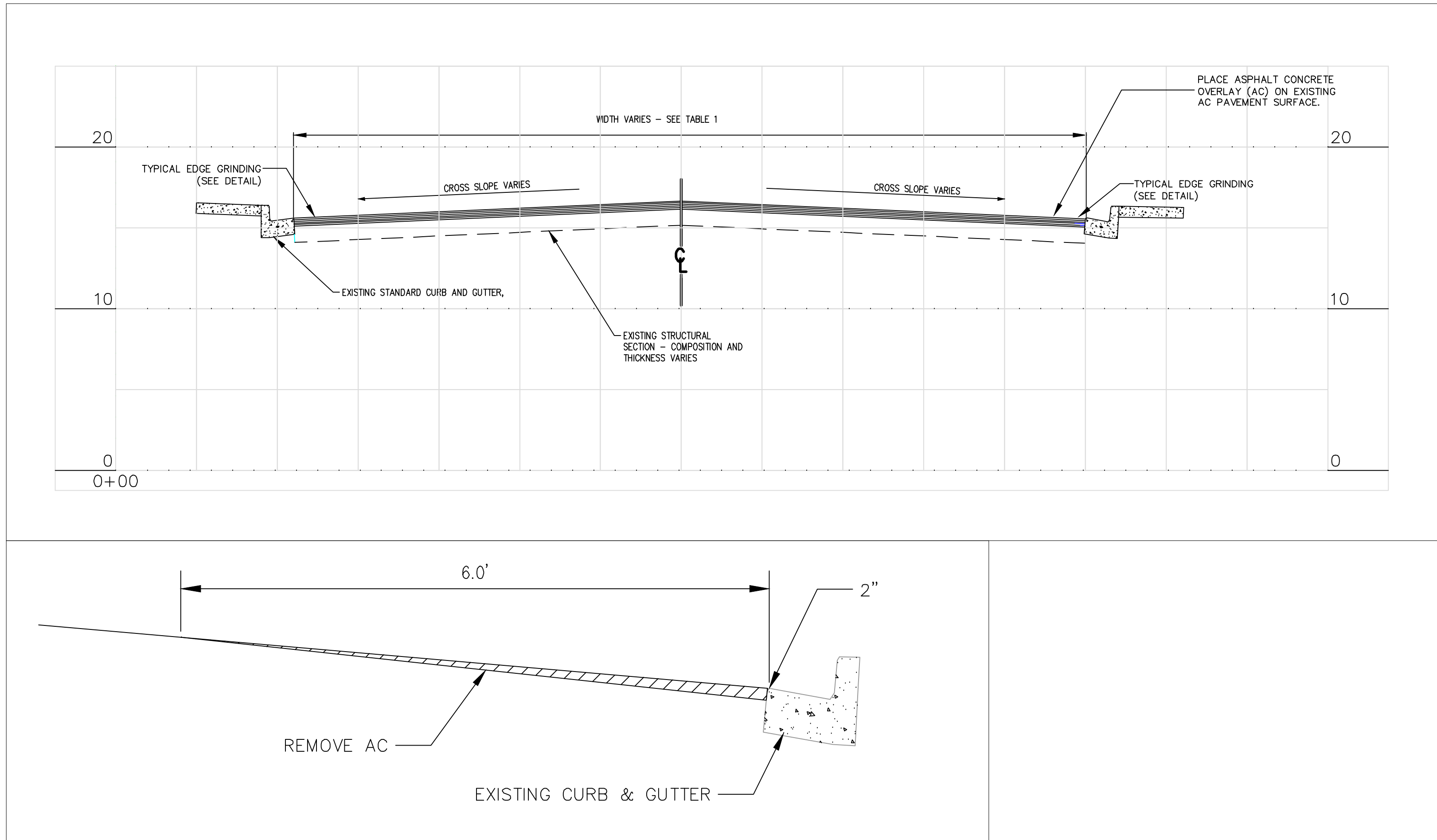
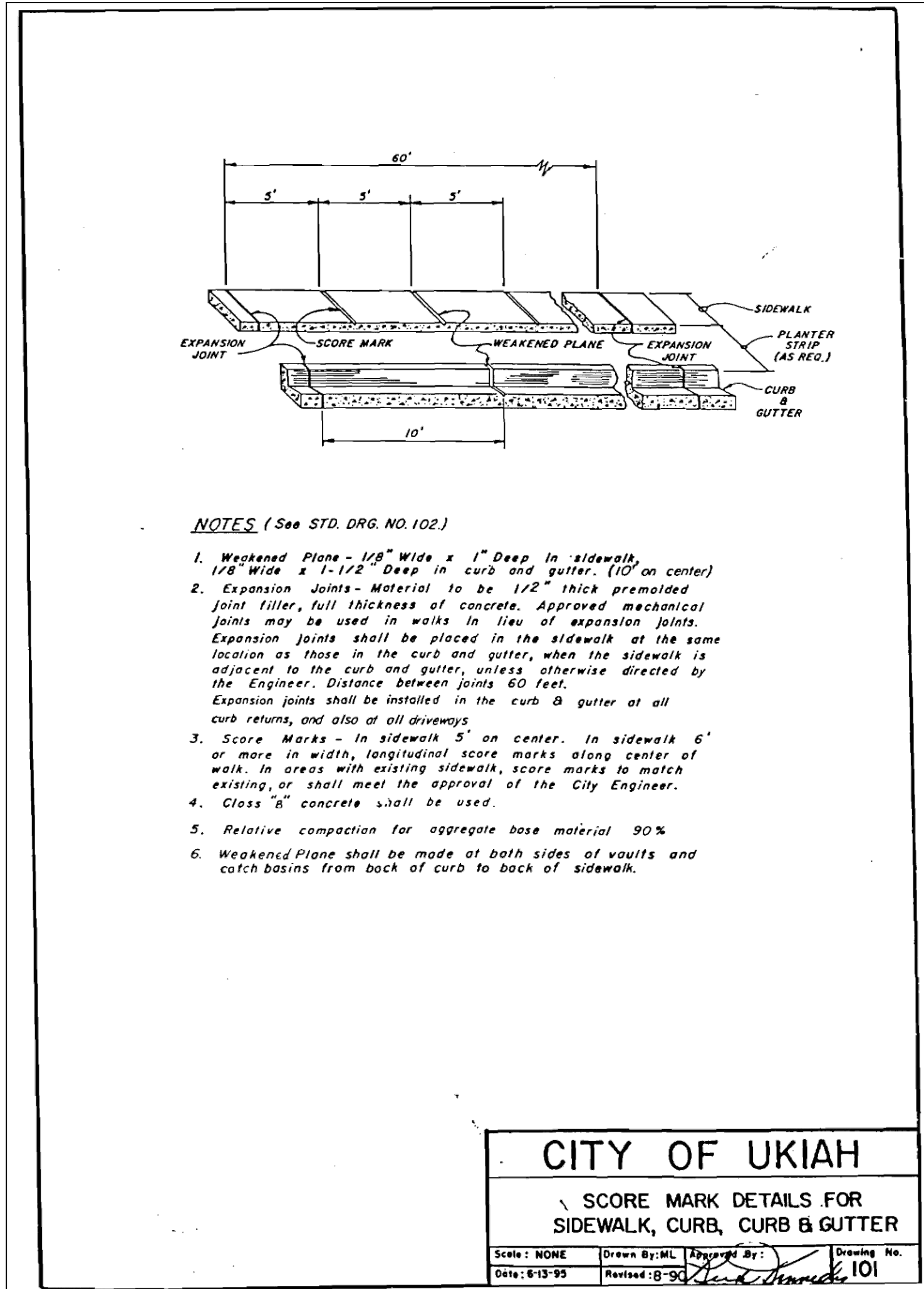
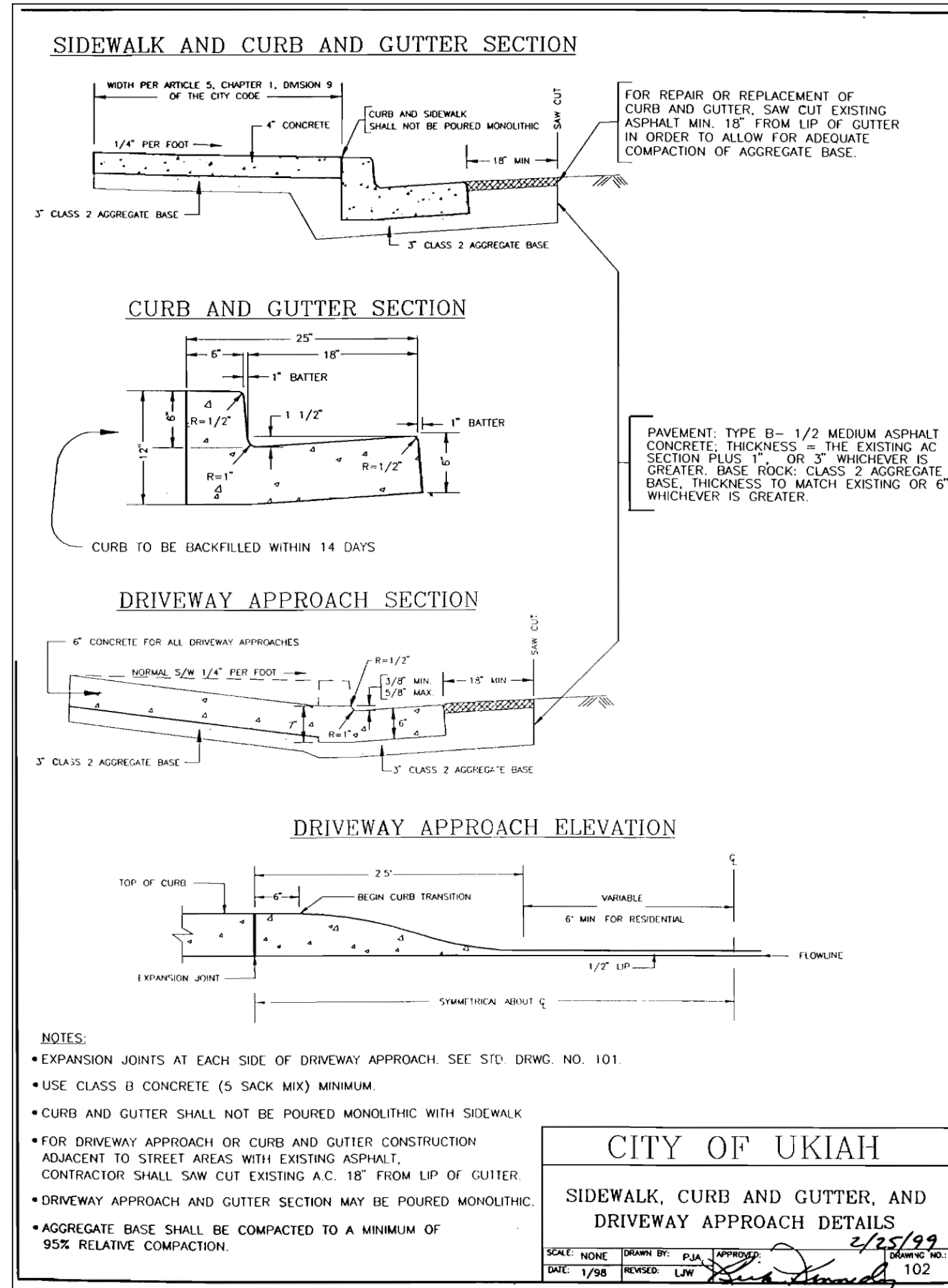
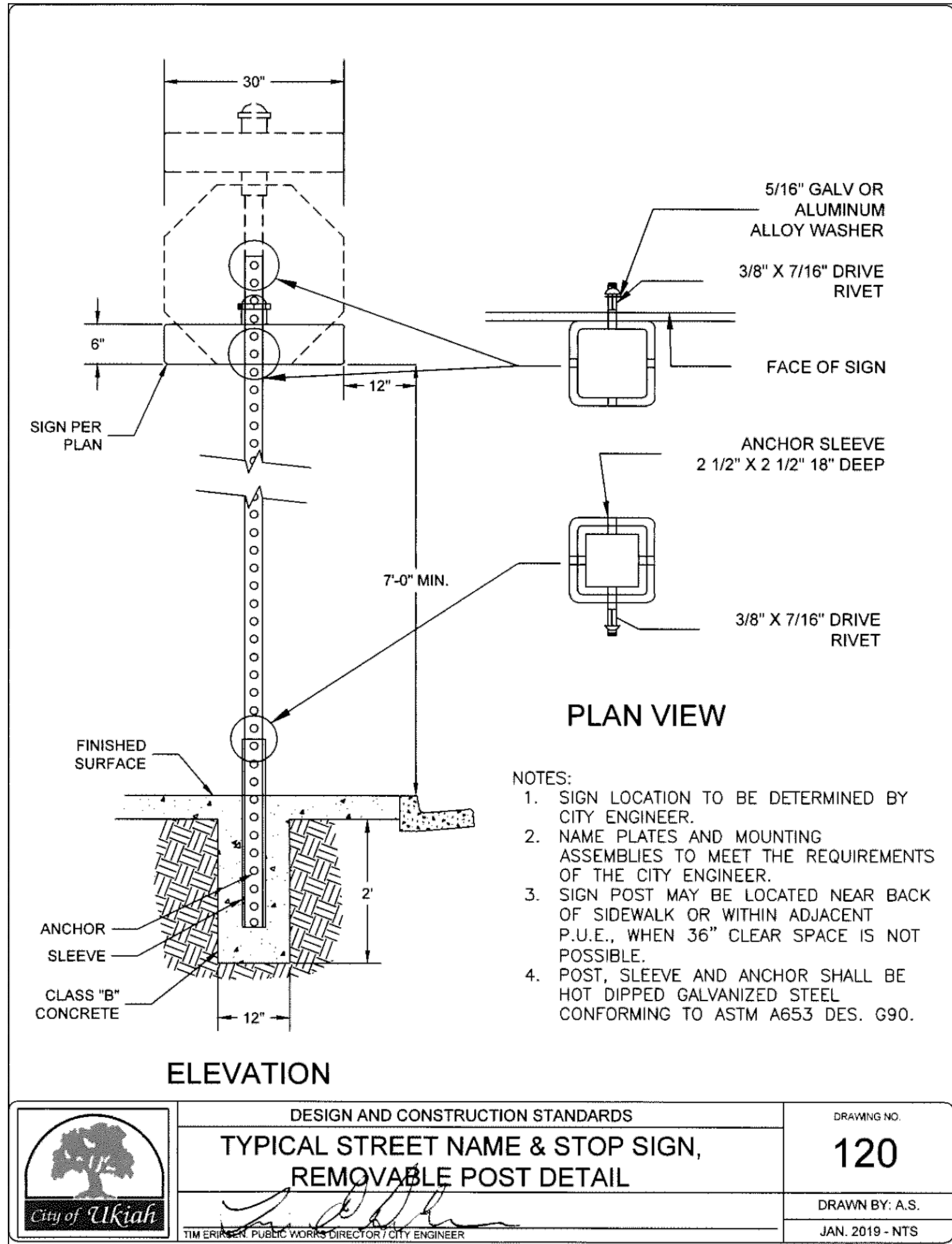
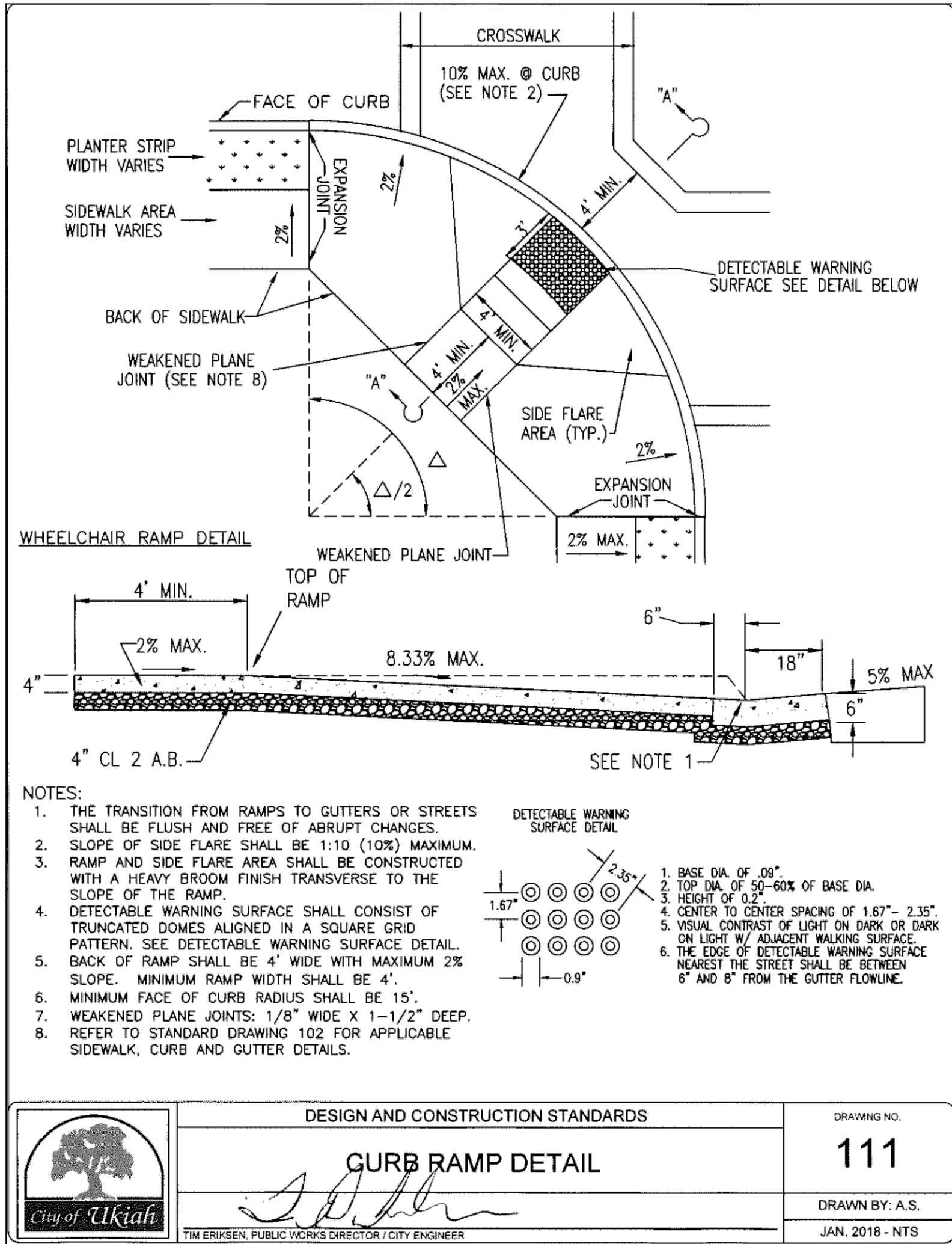
CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482



Location CITY OF UKIAH - VARIOUS LOCATIONS
Project STREET REHABILITATION 2019
Title SPECIFICATION NO.19-01

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CITY OF UKIAH - ARIOUS LOCATIONS

STR^{OT} R HABILITATION 2019

SP CIFICATION NO.19-0

CITY OF UKIAH

300 Seminary Avenue

Ukiah, CA 95482

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Location

Project

Title

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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
			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

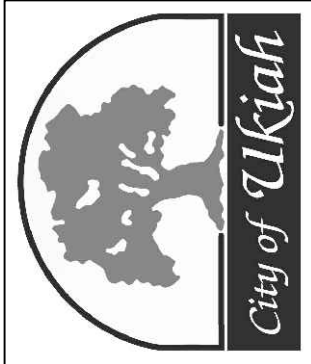
Location CITY OF UKIAH - VARIOUS LOCATIONS

Project STREET REHABILITATION 2019

Title SPECIFICATION NO.19-01

CITY OF UKIAH

300 Seminary Avenue
Ukiah, CA 95482



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CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

**SPECIAL PROVISIONS
FOR
2019 STREET REHABILITATION PROJECT
SPECIFICATION NO. 19-08**

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
300 Seminary Avenue
Ukiah, California 95482-5400

**Bids Open: Wednesday, June 26, 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



Approved By:

Tim Eriksen
Director of Public Works/City Engineer

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
MAY 2019
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**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 26, 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

Plans and Special Provisions may be inspected and/or copies may be downloaded at no charge from the City's website at www.cityofukiah.com/purchasing. 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, Procurement Manager at (707) 463-6233 or by email at mhorger@cityofukiah.com.

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: 5/28/19 Kristine Lawler
Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES: May 31 and June 7, 2019

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.

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.

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

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.

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.

(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.

1-11. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

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 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. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

3-08. 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.

3-09. 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

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.
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.

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, 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.

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.

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.

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.

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 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 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.

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 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 Public 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, 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. 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.

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 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.

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.

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

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.

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

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.

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

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

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.

- 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.

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.

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%

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 $\pm 10\%$ 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

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.

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

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.

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

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.

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.

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.

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?...

- o **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
- o **Fair Employment Practices Certification** (Page 44)
 - Filled out completely per instruction
- o **Worker's Compensation Certificate** (Page 45)
 - Filled out completely per instruction
- o **Certification of Non-Discrimination in Employment** (Page 46)
 - Filled out completely per instruction
- o **List of Proposed Subcontractors** (Page 47)
 - Filled out completely per instruction
- o **Statement of Experience** (Page 48)
- o **Signature of Bidder** (Page 49)
 - Filled out completely per instruction
 - Authorized signature provided
- o **Bidder's Bond** (Page 50)
 - Filled out completely per instruction
- o **Non-Collusion Affidavit** (Page 51)
 - Filled out completely per instruction
 - Notarized
- o **Addenda Issued**
 - Check the City website for any addenda issued: www.cityofukiah.com/purchasing.

**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:

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.

NAME OF BIDDER:**SPEC #:****PROJECT NAME:****19-08****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 ==>>					\$

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____.

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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.

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.)

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 _____, 20____

Signature of Bidder, with Business Address:

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.)

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

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.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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: _____

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 26, 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: _____

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: _____

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:

Article 1. Work to be Done and Contract Days Allowed.

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

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.

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.

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

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: _____

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)

100

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
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

101

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)

(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:

(Corporate Surety) Affix
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

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.

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

CERTIFICATE OF INSURANCE
CITY OF UKIAH

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.

COMPANIES
BEST'S RATING

COMPANY

LETTER A

COMPANY

LETTER B

COMPANY

LETTER C

COMPANY

LETTER D

COMPANY

LETTER E

INSURED

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY ☐ COMMERCIAL ☐ CLAIMS MADE ☐ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER				GENERAL AGGREGATE	\$
					PRODUCTS COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (any one fire)	\$
					MEDICAL EXPENSES (any one person)	\$
	AUTOMOTIVE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (per person)	\$
					BODILY INJURY (per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY ☐ UMBRELLA ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	☐ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	PROPERTY DAMAGE ☐ COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 day's written notice has been given to the City at the address indicated below.
- The City, its officials, officers, employees, and volunteers are added as insureds on all Liability Insurance Policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
- The City is named a loss payee on The Property Insurance Policies described above, if any.
- All rights of subrogation under the Property Insurance Policy listed above have been waived against the City.
- The Worker's Compensation Insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

INSURER:

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER:

FORM CG 20 10 11 85 (MODIFIED)

ENDORSEMENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED ----- OWNERS, LESSEES OR
CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
City of Ukiah, its officers, officials, employees and volunteers 300 Seminary Avenue Ukiah, CA 95482	

If no entry appears above, information required to complete this endorsement will be shown in
Declarations as applicable to this endorsement.

Section II WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the
Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your
work" performed for that insured.

Modifications to ISO form CG20 10 1185:

The insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers.
This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an
unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any
other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called
upon to contribute with it.

The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified
mail, return receipt requested, has been given to the City.

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 the
Civil Code.

Signature-Authorized Representative

Address

Phone Number

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT Endorsement No. _____ FOR _____ City of Ukiah _____ (the "City") Issue Date: _____	
PRODUCER Telephone: (_____) _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in limits ☐ In addition to limits ☐ Deductible ☐ Self Insured Retention (check which) of \$ _____
NAMED INSURED	APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS
TYPE OF INSURANCE ☐ COMMERCIAL ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ _____ Telephone: (_____) _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED: The City, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible. 2. CONTRIBUTION NOT REQUIRED: As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it. 3. CANCELLATION NOTICE: With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. 4. SCOPE OF COVERAGE: This policy affords coverage at least as broad as: (1) If primary, insurance Services Office form number CA0001 (Ed. 1/87), Code 1 (Aany auto); or (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.	
ENDORSEMENT HOLDER	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date signed: _____
CITY City of Ukiah 300 Seminary Avenue Ukiah, California 95482-5400	

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT

FOR _____ City of Ukiah (the "City")

Endorsement No. _____

Issue Date: _____

PRODUCER

Telephone: (_____) _____

POLICY INFORMATION:

Insurance Company: _____

Policy No. _____

Policy Period: (from) _____ (to) _____

NAMED INSURED**OTHER PROVISIONS**

CLAIMS: (Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

EMPLOYERS LIABILITY LIMITS

\$ _____ (Each Accident)

\$ _____ (Disease - Policy Limit)

\$ _____ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE: This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
2. WAIVER OF SUBROGATION: This Insurance Company agrees to waive all rights of subrogation against the City, its officer, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY**

City of Ukiah

300 Seminary Avenue

Ukiah, California 95482-5400

AUTHORIZED ☐ Broker/Agent ☐ Underwriter ☐**REPRESENTATIVE**

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) _____ Date signed: _____



AGENDA SUMMARY REPORT

SUBJECT: Award of Bid to Granite Construction in the Amount of \$1,491,456 for the Northwestern Pacific Rail Trail, Phase 2, Specification No. 17-12.

DEPARTMENT: Public Works

PREPARED BY: Andrew Stricklin

ATTACHMENTS:

[Attachment 1 - Bid Results - Spec 17-12 Rail Trail Phase 2](#)

[Attachment 2 - Granite's Bid](#)

Summary: Council will consider awarding a contract to Granite Construction in the amount of \$1,491,456 for the Northwestern Pacific Rail Trail, Phase 2, Specification No. 17-12.

Background: 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.

Discussion: On May 1, 2019, Council approved the Plans and Specifications for the Northwestern Pacific Rail Trail, Phase 2, Specification No. 17-12 (Attachment 1) and directed Staff to advertise for bids; the Engineer's Estimate was \$1,421,882. Bids were released on May 31, 2019, and opened on June 27, 2019, at which time

RECOMMENDED ACTION: Award of Bid to Granite Construction in the Amount of \$1,491,456 for the Northwestern Pacific Rail Trail, Phase 2, Specification No. 17-12.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 51124210.80230 PC17034: \$1,500,000

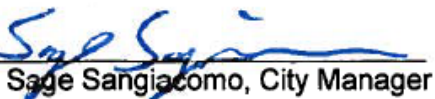
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

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

four bids were received. The bid tabulation is included as Attachment 1.

Granite Construction is the low bidder, with a bid amount of \$1,491,456. Please see Attachment 2 for a copy of their bid.

It is Staff's recommendation to approve awarding the bid for Specification 17-12 Northwestern Pacific Rail Trail Phase 2 to Granite Construction in the amount of \$1,491,456.

ATTACHMENT 1

SPEC. #17-12 NORTHWESTERN PACIFIC RAIL TRAIL PHASE 2														
City of Ukiah														
Bid Opening:2019-06-27					Granite Construction Company			Rege Construction, Inc.		Ghilotti Construction Company, Inc.		Team Ghilotti, Inc.		
					1324 S State Street Ukiah, CA 95482			600 Santana Drive Cloverdale, CA 95425		246 Ghilotti Avenue Santa Rosa, CA 95407		2531 Petaluma Blvd So Petaluma, CA 94952		
Base Bid														
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price		Item Total	Unit Price	Item Total	Unit Price		Item Total	Unit Price	Item Total
1	120090	CONSTRUCTION AREA SIGNS	1	LS	\$7,500.00		\$7,500.00	\$5,700.00	\$5,700.00	\$8,000.00		\$8,000.00	\$4,858.00	\$4,858.00
2	120100	TRAFFIC CONTROL SYSTEM	1	LS	\$34,500.00		\$34,500.00	\$49,000.00	\$49,000.00	\$40,000.00		\$40,000.00	\$40,718.00	\$40,718.00
3	130300	PREPARE STORM WATER POLLUTION	1	LS	\$10,500.00		\$10,500.00	\$3,230.00	\$3,230.00	\$1,495.00		\$1,495.00	\$1,800.00	\$1,800.00
4	130400	TEMPORARY STORM WATER POLLUTION	1	LS	\$3,500.00		\$3,500.00	\$18,500.00	\$18,500.00	\$10,000.00		\$10,000.00	\$33,000.00	\$33,000.00
5	130620	TEMPORARY DRAINAGE INLET PROTECTION	5	EA	\$550.00		\$2,750.00	\$210.00	\$1,050.00	\$350.00		\$1,750.00	\$620.00	\$3,100.00
6	130900	TEMPORARY CONCRETE WASHOUT	1	LS	\$5,500.00		\$5,500.00	\$2,700.00	\$2,700.00	\$1,000.00		\$1,000.00	\$4,000.00	\$4,000.00
7	150711	REMOVE PAINTED TRAFFIC STRIPE	1300	LF	\$5.00		\$6,500.00	\$3.50	\$4,550.00	\$5.00		\$6,500.00	\$3.20	\$4,160.00
8	150770	REMOVE ASPHALT CONCRETE PAVEMENT	2575	SF	\$3.50		\$9,012.50	\$9.00	\$23,175.00	\$7.00		\$18,025.00	\$6.00	\$15,450.00
9	153140	REMOVE CONCRETE SIDEWALK	665	SF	\$4.00		\$2,660.00	\$6.20	\$4,123.00	\$12.00		\$7,980.00	\$12.00	\$7,980.00
10	153215	REMOVE CONCRETE (CURB AND GUTTER)	145	LF	\$9.00		\$1,305.00	\$7.00	\$1,015.00	\$50.00		\$7,250.00	\$36.00	\$5,220.00
11	190101	ROADWAY EXCAVATION (TRAIL AND	1420	CY	\$28.00		\$39,760.00	\$105.00	\$149,100.00	\$90.00		\$127,800.00	\$65.00	\$92,300.00
12	190101	ROADWAY EXCAVATION (STREETS	70	CY	\$205.00		\$14,350.00	\$405.00	\$28,350.00	\$100.00		\$7,000.00	\$280.00	\$19,600.00
13	190140	TRENCH EXCAVATION	35	CY	\$90.00		\$3,150.00	\$63.00	\$2,205.00	\$50.00		\$1,750.00	\$238.00	\$8,330.00
14	192003	STRUCTURE EXCAVATION (BRIDGE FOOTING)	10	CY	\$200.00		\$2,000.00	\$287.00	\$2,870.00	\$250.00		\$2,500.00	\$225.00	\$2,250.00
15	193001	STRUCTURE BACKFILL (HEADWALL)	30	CY	\$58.00		\$1,740.00	\$200.00	\$6,000.00	\$250.00		\$7,500.00	\$232.00	\$6,960.00
16	193001	STRUCTURE BACKFILL (PIPE)	35	CY	\$55.00		\$1,925.00	\$176.00	\$6,160.00	\$70.00		\$2,450.00	\$105.00	\$3,675.00
17	198050	EMBANKMENT (PLACE EXCAVATED NATIVE	1420	CY	\$6.00		\$8,520.00	\$54.00	\$76,680.00	\$25.00		\$35,500.00	\$65.00	\$92,300.00
18	200108	PREPARE TREE PIT (AMEND SOIL)	77	EA	\$160.00		\$12,320.00	\$210.00	\$16,170.00	\$150.00		\$11,550.00	\$330.00	\$25,410.00
19	204098	LANDSCAPE MAINTENANCE (2-YEARS)	1	LS	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
20	205034	STABILIZED DECOMPOSED GRANITE	440	SF	\$23.00		\$10,120.00	\$6.00	\$2,640.00	\$25.00		\$11,000.00	\$45.00	\$19,800.00
21	205070	TRASH RECEPTACLE	2	EA	\$4,400.00		\$8,800.00	\$4,400.00	\$8,800.00	\$5,000.00		\$10,000.00	\$2,300.00	\$4,600.00
22	205071	STONE BLOCK SEATING	7	EA	\$770.00		\$5,390.00	\$300.00	\$2,100.00	\$1,000.00		\$7,000.00	\$1,100.00	\$7,700.00
23	210430	HYDRO SEED	550	SF	\$3.75		\$2,062.50	\$4.60	\$2,530.00	\$3.00		\$1,650.00	\$4.20	\$2,310.00
24	260203	CLASS II AGGREGATE BASE (SHOULDER)	395	CY	\$105.00		\$41,475.00	\$150.00	\$59,250.00	\$175.00		\$69,125.00	\$118.00	\$46,610.00
25	260203	CLASS II AGGREGATE BASE (TRAIL)	1005	CY	\$85.00		\$85,425.00	\$124.00	\$124,620.00	\$95.00		\$95,475.00	\$113.00	\$113,565.00
26	260203	CLASS II AGGREGATE BASE (STREET	120	CY	\$120.00		\$14,400.00	\$182.00	\$21,840.00	\$110.00		\$13,200.00	\$295.00	\$35,400.00
27	390132	HOT MIX ASPHALT (TYPE A 1/2"	600	TN	\$158.00		\$94,800.00	\$132.00	\$79,200.00	\$160.00		\$96,000.00	\$147.00	\$88,200.00
28	390132	HOT MIX ASPHALT (TYPE A 1/2"	315	TN	\$158.00		\$49,770.00	\$136.00	\$42,840.00	\$160.00		\$50,400.00	\$135.00	\$42,525.00
29	390132	HOT MIX ASPHALT (TYPE A 1/2"	70	TN	\$325.00		\$22,750.00	\$270.00	\$18,900.00	\$300.00		\$21,000.00	\$400.00	\$28,000.00
30	477020	MSE STABILIZED EMBANKMENT (INCLUDES	2200	SF	\$56.00		\$123,200.00	\$50.00	\$110,000.00	\$65.00		\$143,000.00	\$74.00	\$162,800.00
31	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	20	CY	\$2,700.00		\$54,000.00	\$1,932.00	\$38,640.00	\$2,200.00		\$44,000.00	\$2,600.00	\$52,000.00
32	510092	STRUCTURAL CONCRETE, HEADWALL	6	CY	\$3,800.00		\$22,800.00	\$2,275.00	\$13,650.00	\$3,000.00		\$18,000.00	\$5,400.00	\$32,400.00
33	641100	8" PVC PIPE	90	LF	\$66.00		\$5,940.00	\$13.00	\$1,170.00	\$40.00		\$3,600.00	\$28.00	\$2,520.00
34	665045	48" CORRUGATED STEEL PIPE	10	LF	\$590.00		\$5,900.00	\$120.00	\$1,200.00	\$500.00		\$5,000.00	\$185.00	\$1,850.00
35	707051	CATCH BASIN (LANDSCAPE AT STA 30+00)	1	EA	\$5,200.00		\$5,200.00	\$4,315.00	\$4,315.00	\$4,000.00		\$4,000.00	\$6,150.00	\$6,150.00
36	710136	REMOVE PIPE	10	LF	\$220.00		\$2,200.00	\$31.00	\$310.00	\$300.00		\$3,000.00	\$47.00	\$470.00
37	710196	ADJUST INLET	2	EA	\$1,450.00		\$2,900.00	\$600.00	\$1,200.00	\$2,500.00		\$5,000.00	\$1,106.00	\$2,212.00
38	710208	ADJUST MANHOLE FRAME AND COVER TO	1	EA	\$3,200.00		\$3,200.00	\$936.00	\$936.00	\$1,200.00		\$1,200.00	\$1,177.00	\$1,177.00
39	720110	SMALL ROCK SLOPE PROTECTION (FOR	250	SF	\$14.00		\$3,500.00	\$8.80	\$2,200.00	\$15.00		\$3,750.00	\$8.00	\$2,000.00
40	721013	ROCK SLOPE PROTECTION (1/4T, METHOD B -	3	CY	\$630.00		\$1,890.00	\$430.00	\$1,290.00	\$1,000.00		\$3,000.00	\$745.00	\$2,235.00
41	730070	DETECTABLE WARNING SURFACE (SCREW	115	SF	\$26.00		\$2,990.00	\$6.00	\$690.00	\$40.00		\$4,600.00	\$42.00	\$4,830.00
42	730070	DETECTABLE WARNING SURFACE (PRECAST	176	SF	\$26.00		\$4,576.00	\$8.25	\$1,452.00	\$20.00		\$3,520.00	\$82.00	\$14,432.00
43	730010	MINOR CONCRETE - MOUNTABLE CURB,	7	LF	\$670.00		\$4,690.00	\$100.00	\$700.00	\$80.00		\$560.00	\$230.00	\$1,610.00
44	731504	MINOR CONCRETE - CURB AND GUTTER	200	LF	\$92.00		\$18,400.00	\$95.00	\$19,000.00	\$80.00		\$16,000.00	\$196.00	\$39,200.00
45	731516	MINOR CONCRETE - DRIVEWAY (INCL	850	SF	\$28.00		\$23,800.00	\$20.00	\$17,000.00	\$25.00		\$21,250.00	\$30.00	\$25,500.00
46	731521	MINOR CONCRETE - SIDEWALKS, INCL AGG	600	SF	\$31.00		\$18,600.00	\$18.00	\$10,800.00	\$25.00		\$15,000.00	\$30.00	\$18,000.00
47	731521	MINOR CONCRETE - TALMAGE MEDIAN,	130	SF	\$58.00		\$7,540.00	\$35.00	\$4,550.00	\$60.00		\$7,800.00	\$63.00	\$8,190.00
48	750501	PRE-ENGINEERED FLATBED RAIL CAR BRIDGE	1	LS	\$140,500.00		\$140,500.00	\$116,850.00	\$116,850.00	\$100,000.00		\$100,000.00	\$253,816.00	\$253,816.00
49	770090	LIGHTING (SOLAR POWERED) INCLUDES	97	EA	\$3,550.00		\$344,350.00	\$3,100.00	\$300,700.00	\$3,455.00		\$335,135.00	\$3,455.00	\$335,135.00
50	770091	LIGHTING (3' BOLLARD - SOLAR POWERED)	20	EA	\$2,250.00		\$45,000.00	\$1,600.00	\$32,000.00	\$1,805.00		\$36,100.00	\$1,805.00	\$36,100.00
51	800310	CHAIN LINK FENCE (42" TALL)	4255	LF	\$15.00		\$63,825.00	\$17.00	\$72,335.00	\$15.00		\$63,825.00	\$14.40	\$61,272.00
52	820840	ROADSIDE SIGN(S), 1-POST	34	EA	\$350.00		\$11,900.00	\$450.00	\$15,300.00	\$350.00		\$11,900.00	\$404.00	\$13,736.00
53	840515	THERMOPLASTIC PAVEMENT MARKINGS	140	LF	\$35.00		\$4,900.00	\$16.00	\$2,240.00	\$35.00		\$4,900.00	\$16.00	\$2,240.00
54	840519	THERMOPLASTIC CROSSWALK AND	360	SF	\$15.00		\$5,400.00	\$15.00	\$5,400.00	\$15.00		\$5,400.00	\$15.00	\$5,400.00
55	840656	PAINT TRAFFIC STRIPE (TRAIL)	500	LF	\$4.00		\$2,000.00	\$6.00	\$3,000.00	\$4.00		\$2,000.00	\$6.00	\$3,000.00
56	840656	PAINT TRAFFIC STRIPE (STREETS)	1580	SF	\$4.00		\$6,320.00	\$8.25	\$13,035.00	\$4.00		\$6,320.00	\$6.00	\$9,480.00
57	872140	REMOVE EXISTING RAILROAD CROSSING	1	LS	\$11,800.00		\$11,800.00	\$4,200.00	\$4,200.00	\$8,000.00		\$8,000.00	\$3,500.00	\$3,500.00

58	999990	MOBILIZATION (MOBILIZATION,	1	LS	\$25,960.00	\$25,960.00	\$80,000.00	\$80,000.00	\$124,000.00	\$124,000.00	\$115,000.00	\$115,000.00
59	999991	CONSTRUCTION STAKING	1	LS	\$15,690.00	\$15,690.00	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00	\$21,065.00	\$21,065.00
Total Bid Amount						\$1,491,456.00		\$1,652,461.00		\$1,688,760.00		\$1,997,141.00
Listed Subs					ARROW FENCING PO Box 385 Calpella, CA 95418 Furnish & Install Fencing Cinquini & Passarino Inc. Survey Construction Staking Daniel Steel Machine, Inc. Furnish & Install Bridge Striping Graphics Remove Stripe Furnish & Install Striping Furnish		Apply-A-Line Striping ARROW FENCING PO Box 385 Calpella, CA 95418 Fencing Cinquini & Passarino Inc. Survey/Staking Nitta Erosion Control Hydro Seed Statewide Signage Tully Consulting Group SWPPP		ARROW FENCING PO Box 385 Calpella, CA 95418 Fencing DC Electric Group, Inc. Electrical Striping Graphics Striping & Marking		ARROW FENCING PO Box 385 Calpella, CA 95418 Chain Link Fencing Benton Engineering PO Box 1244 Cottonwood, CA 96022 Railcar Bridge Fabrication & Install DC Electric Group, Inc. Solar Lights F3 & Associates Survey Statewide Signs Striping Graphics Paint Stripe	

ATTACHMENT 2

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
NORTHWESTERN PACIFIC RAIL TRAIL PHASE 2 SPECIFICATION NO. 17-12



CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
300 Seminary Avenue
Ukiah, California 95482-5400

Bids Open: Thursday, June 27, 2019
2:00 p.m.
Office of City Clerk

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:

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	Construction Area Signs	1	LS	7,500-	7,500-
2	Traffic Control System	1	LS	34,500-	34,500-
3	Prepare Storm Water Pollution Prevention Plan	1	LS	10,500-	10,500-
4	Temporary Storm Water Pollution Control Measures	1	LS	3,500-	3,500-
5	Temporary Drainage Inlet Protection	5	EA	550-	2,750-
6	Temporary Concrete Washout	1	LS	5,500-	5,500-
7	Remove Painted Traffic Stripe	1300	LF	5-	6,500-
8	Remove Asphalt Concrete Pavement	2575	SF	3.50	9,012.50
9	Remove Concrete Sidewalk	665	SF	4-	2,660-
10	Remove Concrete (Curb and Gutter)	145	LF	9-	1,305-
11	Roadway Excavation (Trail and Shoulder common earth)	1420	CY	28-	39,760-
12	Roadway Excavation (Streets Crossings)	70	CY	205-	14,350-
13	Trench Excavation	35	CY	90-	3,150-
14	Structure Excavation (Bridge Footing)	10	CY	200-	2,000-
15	Structure Backfill (Headwall)	30	CY	58-	1,740-
16	Structure Backfill (Pipe)	35	CY	55-	1,925-
17	Embankment (place excavated native to subgrade from trail)	1420	CY	6-	8,500-
18	Prepare Tree Pit (Amend Soil)	77	EA	160-	12,320-

Item No.	Description	Quantity	Units	Unit Cost	Total
19	Landscape Maintenance (2 years) REMOVED PER ADDENDUM 1	4	LS	N/A	N/A
20	Stabilized Decomposed Granite Pavement	440	SF	23-	10,120-
21	Trash Receptacle	2	EA	4,400-	8,800-
22	Stone Block Seating	7	EA	770-	5,390-
23	Hydro seed	550	SF	3.75	2,062.50
24	Class II Aggregate Base (Shoulder)	395	CY	105-	41,475-
25	Class II Aggregate Base (Trail)	1005	CY	85-	85,425-
26	Class II Aggregate Base (Street Crossing)	600 120	CY	120-	14,400-
27	Hot Mix Asphalt (Type A 1/2" Max., 0.25' Min. Thk. Trail)	600	Ton	158-	94,800-
28	Hot Mix Asphalt (Type A 1/2" Max., 0.50' Min. Thk. Trail)	315	Ton	158-	49,770-
29	Hot Mix Asphalt (Type A 1/2" Max., 0.33' Min. Thk. Traffic)	70	Ton	325-	22,750-
30	MSE Stabilized Embankment (Includes face panels and geogrid)	2200	SF	56-	123,200-
31	Structural Concrete, Bridge Footing	20	CY	2,700-	54,000-
32	Structural Concrete, Headwall	6	CY	3,800-	22,800-
33	8" PVC Pipe	90	LF	66-	5,940-
34	48" Corrugated Steel Pipe (Match existing)	10	LF	590-	5,900-
35	Catch Basin (Landscape at STA 30+00)	1	EA	5,200-	5,200-
36	Remove Pipe	10	LF	220-	2,200-
37	Adjust Inlet	2	EA	1,450- 74,200	2,900-
38	Adjust Manhole Frame and Cover to Grade	1	EA	3,200-	3,200-
39	Small Rock Slope Protection (for landscape areas)	250	SF	14-	3,500-
40	Rock Slope Protection (1/4T, Method B - at headwall outfall)	3	CY	630-	1,890-
41	Detectable Warning Surface (Screw & Glue Truncated Domes at RR Crossing)	115	SF	26-	2,990-
42	Detectable Warning Surface (precast in place Truncated Domes at Ramps)	176	SF	26-	4,576-
43	Minor Concrete - Mountable Curb, Incl Agg Base	7	LF	670-	4,690-
44	Minor Concrete - Curb and Gutter (COU Std Plan), Incl Base	200	LF	92-	18,400-
45	Minor Concrete - Driveway (Incl sidewalks 6" thick), Incl Agg Base	850	SF	28-	23,800-
46	Minor Concrete - Sidewalks, Incl Agg Base	600	SF	31-	18,600-
47	Minor Concrete - Talmage Median, Incl Agg Base	130	SF	58-	7,540-
48	Pre-Engineered Flatbed Rail Car Bridge (Bridge, guardrail and Foundation)	1	LS	140,500-	140,500-
49	Lighting (solar powered) includes footing	97	EA	3,550-	344,350-

Item No.	Description	Quantity	Units	Unit Cost	Total
50	Lighting (3' bollard - solar powered) includes footing	20	EA	2,250-	45,000-
51	Chain Link Fence (42" Tall)	4255	LF	15-	63,825-
52	Roadside Sign(s), 1-Post	34	EA	350-	11,900-
53	Thermoplastic Pavement Markings (Trail)	140	LF	35-	4,900-
54	Thermoplastic Crosswalk and Pavement Markings	360	SF	15-	5,400-
55	Paint Traffic Stripe (Trail)	500	LF	4-	2,000-
56	Paint Traffic Stripe (Streets)	1580	SF	4-	6,320-
57	Remove Existing Railroad Crossing arm, posts and cabinets	1	LS	11,800-	11,800-
58	Mobilization (Mobilization, Demobilization and Final Cleanup)	1	LS	25,960-	25,960-
59	Construction Staking	1	LS	15,690-	15,690-

TOTAL BASE BID AMOUNT →	\$ 1,491,456.00
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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 June 27, 2019.

Licensed in accordance with an act providing for the registration of California Contractors License No. 89, expiration date 05/31/2021.

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: 1000000085

Signature of bidder or bidders, with business name, address, phone number and fax number:

 Justin Ingram, Area Manager
 Granite Construction Company
 1324 S. State Street, Ukiah, CA 95482
 Phone: (707) 467-4100 Fax: (707) 467-4143

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.

Please see attached List of Officers



Granite Construction Company
List of Officers

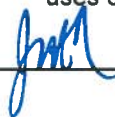
Name	Present Office Position
Roberts, James H.	President Chief Executive Officer
Desai, Jigisha (NMN)	Senior Vice President Chief Financial Officer Assistant Secretary
Alegre, Carlos F.	Senior Vice President of Operations Services Assistant Secretary
DeCocco, Philip M.	Senior Vice President of Human Resources Assistant Secretary
Hall, M. Craig	Senior Vice President General Counsel Corporate Compliance Officer Secretary
Larkin, Kyle T.	Senior Vice President Group Manager Assistant Secretary
Rantala, Richard M.	Senior Vice President Business Development Assistant Secretary
Richards, James D.	Senior Vice President Group Manager Assistant Secretary
Swanberg, Dale A.	Senior Vice President Group Manager Assistant Secretary
Tyler, Mathew C.	Senior Vice President Federal Group Operations Assistant Secretary
Watts, Richard A.	Senior Vice President General Manager Assistant Secretary
Barker, Michael W.	Vice President Controller Assistant Financial Officer Assistant Secretary
Olson, Kenneth B.	Vice President Treasurer Assistant Financial Officer Assistant Secretary
Blackburn, Nicholas B.	Director of Corporate Taxation Assistant Secretary

(NMN) = No Middle Name

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 Justin Ingram, Area Manager

Firm Granite Construction Company

Date June 27, 2019

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.

FAIR EMPLOYMENT PRACTICES CERTIFICATIONTO: City of Ukiah

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)

Justin Ingram, Area Manager**Business Mailing Address:**Granite Construction Company1324 S. State StreetUkiah, CA 95482**Business Location:**1324 S. State StreetUkiah, CA 95482

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

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:

 Justin Ingram, Area Manager Date June 27, 2019
Granite Construction Company
1324 S. State Street
Ukiah, CA 95482

(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.)

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
ARROW FENCING	585041	1000022055	PO BOX 385 CALPEWA, CA	FURNISH & INSTALL FENCING
DANIEL STEEL MACHINE INC.	763194	100009010	160 BRUSH ST. UKIAH, CA	FURNISH & INSTALL BRIDGE
STRIPING GRAPHICS	576756	1000006495	501 AARON ST. COTATI, CA	REMOVE STRIPE FURNISH & INSTALL STRIPING
"	"	"	"	FURNISH & INSTALL ROADSIDE SIGNS
CINQUINI & PASSARINO INC.	N/A	1000003267	1360 N. DUTTON AVE. STE. 150 SANTA ROSA, CA	SURVEY CONSTRUCTION STAKING

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.

1. City of Ukiah Orchard Ave. Bridge: New Bridge; Sidewalk; Storm Drain; Base & Paving;

Completed 2010; \$1.4 million. CONTACT: Ann Burck (707) 463-6231

2. Route 120 Elem Indian Colony: Road Grading Base; Paving; Storm Drain; Completed 2011; \$2.1 million.

CONTACT: Geoffrey Wolfe (925) 946-3361

3. Kelseyville Main Street: ADA Ramps; Sidewalk, Curb & Gutter; Storm Drain; Grading Base & Paving;

\$500k. CONTACT: Steve Phillips (707) 272-4216

4. Highway 20 Roundabout at Nice: Sidewalk, Curb & Gutter; Storm Drain; Grading Base & Paving;

Completed 2012; 2.8 million. CONTACT: Scott Baker (707) 272-5831

5. Lakeport Downtown Improvements: Utilities; Sidewalk; ADA Ramps; Storm Drain; Paving; Completed

2016; 2.6 million. CONTACT: Kevin Ingram (707) 263-5615

6. Ukiah 2018 Streets Rehabilitation: Utilities; Sidewalk; Curb & Gutter; Ramps; Driveway; Paving;

Completed 2018; 1.9 million. CONTACT: Andrew Stricklin (707) 463-6297

7. Ukiah Low Gap-Brush Street Intersection: Paving; Storm Drain; Curb & Gutter; ADA Ramps;

Driveway; AC Paving; Retaining Wall; Traffic Signals; Completed 2017; 1.6 million.

CONTACT: Andrew Stricklin (707) 463-6297

SIGNATURE(S) OF BIDDER

Accompanying this proposal is Bidder's Bond

(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.

Granite Construction Company is a California Corporation

Please see attached List of Officers

Licensed in accordance with an act providing for the registration of Contractors:

License No. 89, License Expiration Date 05/31/2021

Addendums Acknowledged: #1 - 06/19/2019; #2 - 06/21/2019; #3 - 06/24/2019

Signature(s) of Bidder:  _____

Justin Ingram, Area Manager

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: 1324 S. State Street

Ukiah, CA 95482

Place of residence: N/A

Dated: June 27, 2019

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Granite Construction Company

_____, as PRINCIPAL and

Travelers Casualty & Surety Company of America, 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 ~~X~~ Ten Percent (10%) of Total Amount of Bid

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 27, 2019 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 19th day of June, A.D. 20 19.

Justin Ingram (Seal)

Justin Ingram, Area Manager (Seal)

Granite Construction Company (Seal)

Principal Isabel Barron (Seal)

Isabel Barron, Attorney-In-Fact (Seal)

Travelers Casualty & Surety Company of America (Seal)

Surety

Address: 1 Tower Square

Hartford, CT 06183



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

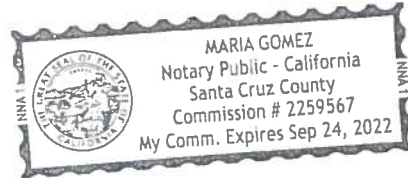
County of Santa Cruz)

On June 19, 2019 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Maria Gomez* (Seal)
Maria Gomez, Notary Public



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetraault
Marie C. Tetraault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this June 19, 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

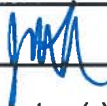
NON-COLLUSION AFFIDAVIT

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 Justin Ingram, Area Manager

Business Address: Granite Construction Company
 1324 S. State Street
 Ukiah, CA 95482

Place of Residence: N/A

NOTARIZATION

SEE ATTACHED CALIFORNIA ACKNOWLEDGEMENT

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____.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Mendocino

On June 25, 2019 before me, J. McKenzie, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Justin Ingram, Area Manager

Justin Ingram, Area Manager
Name(s) of Signer(s)

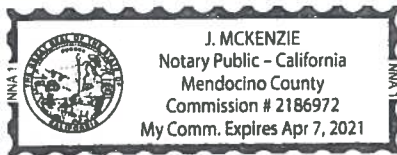
Granite Construction Company

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator☐ Other: _____

 Signer Is Representing: _____



AGENDA SUMMARY REPORT

SUBJECT: Discuss and Provide Direction for the Establishment of an Oversight Committee to Review Measure P Expenditures.

DEPARTMENT: Police

PREPARED BY: Justin Wyatt

ATTACHMENTS:

[Attachment 1 - Resolution 2014-28](#)

[Attachment 2 - Resolution 2014-29](#)

[Attachment 3 - Ordinance 1149](#)

[Attachment 4 - Measure P Analysis](#)

Summary: Resolution 2014-28 was approved by City Council in 2014 establishing an expenditure plan for Public Safety. Resolution 2014-28 calls for the City Council to establish an Oversight Committee to review the City's budget for public safety services and the expenditure of revenues following the passage of Measure P in 2014.

The purpose of this report is to begin City Council discussion and establishment of the Oversight Committee to review Measure P expenditures for fiscal years 2016/2017 and 2017/2018.

RECOMMENDED ACTION: Provide staff with direction on the establishment of an Oversight Committee and members.

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, Dan Buffalo, Finance Director, Douglas Hutchison, Fire Chief

Approved: _____


Sage Sangiacomo, City Manager

Background: In June 2014 the Ukiah City Council approved Resolution No. 2014-28 (Attachment #1), which established an expenditure plan for public safety and the establishment of an Oversight Board to review and report on the performance of the expenditure plan every two years.

Measure P was placed on the regular municipal election ballot by way of Resolution 2014-29 (Attachment #2), and is a general transaction and use tax passed by a simple majority of Ukiah voters in November, 2014. Measure P replaced Measure S, a one-half percent general sales tax measure which was approved by Ukiah voters in 2005 and expired in September of 2015.

Measure P did not have an accompanying advisory measure on the ballot as Measure S did, which was known as Measure T and which was also approved by voters and reads, "Should additional funds for public safety, including police, fire, and emergency medical services be first priority for the use of new sales tax revenues in the City of Ukiah?"

The text of the Measure P reads, "Shall the one-half of one percent (0.5%) transaction and use tax used to fund essential public services, including police, fire prevention and protection, and emergency medical services, set to expire on September 25, 2015, be extended by Ordinance No. 1149 until repealed by majority vote in a municipal election?" (Ordinance 1149 is Attachment #3).

Discussion: Resolution 2014-28 resolved the City of Ukiah create an expenditure plan accounting for public safety services revenue and establish a minimum level of public safety services, and create an Oversight Committee to review and report on the performance of the plan. The Oversight Committee "should represent a broad range of interests in the City, including such interests as business owners, ethnic minorities, a City firefighter, a City police officer, homeowners and tenants."

The Finance Director has prepared a Measure P reporting document for the City Council's review and comment (Attachment #4).

The purpose of this report is to review the financial report, and to discuss and begin the process of creating an Oversight Committee to review Measure P expenditures for the fiscal years 2016/2017 and 2017/2018.

RESOLUTION NO. 2014-28**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING AN EXPENDITURE PLAN FOR PUBLIC SAFETY AND AN OVERSIGHT BOARD TO MAKE PERIODIC REPORTS ON THE PERFORMANCE OF THE EXPENDITURE PLAN****WHEREAS:**

1. The City of Ukiah is 4.7 square miles in size, but is surrounded by additional urban areas and residential subdivisions within an unincorporated portion of Mendocino County. The Ukiah Valley is the most populous portion of Mendocino County, containing, at least, 2/3 of the total county population; and
2. The California Department of Finance estimates the population of the City of Ukiah ("City") as of January 1, 2004, at 15,907 people and 16,185 as of January 1, 2014; and
3. Ukiah is the County Seat for Mendocino County and a commercial center for Mendocino County, Lake County, Southern Humboldt County and Northern Sonoma County; and
4. As such during business hours, the City population swells to perhaps as many as 40,000 people, including people who work, shop and receive services in Ukiah; and
5. Ukiah also is located on U.S. Highway 101, which is the major north-south highway west of Interstate Highway 5, and links southern California to Northern California and Oregon; and
6. Consequently, a small city with a population of 15,907 people in 2004 and 16,185 in 2014 must provide law enforcement, fire protection and emergency medical services to a day time population of 40,000, and respond to emergencies within the City, on U.S. Highway 101, and on a mutual aid basis within the larger Ukiah Valley; and
7. Public safety services are a general fund obligation of the City, which receives revenues from ad valorem property taxes, sales taxes and vehicle license fees. The City receives only 1% of the gross receipts from taxable retail sales within the City and less than 10% of the property taxes collected from real property located within the City; and
8. While population within the Ukiah Valley and City of Ukiah has grown over the last 30 years, calls for police services have also grown significantly. Calls for police services has increased from around 2500 calls in 1969 to over 25,000 in 2014, or by 1000%. Calls for service have increased in virtually every category, including assaults with weapons, burglary, thefts and shoplifting, drugs, sexual assaults and domestic violence; and
9. In contrast, between the years 1989 and 2003, the number of sworn officers in the Ukiah Police Department has remained constant at 28 officers; and
10. Calls for fire services have also grown. Between 1986 and 2012, fire calls increased 61% from 1,353 in 1986 to 3,277 in 2012; and
11. In 1988, the Ukiah Valley Fire District contracted with the City of Ukiah to provide fire services. The combined fire department had 15 firefighters; and
12. In 1988, the Ukiah Valley Fire District and City of Ukiah fire departments elected to independently provide fire services to their communities. Over the next 20 years, City of Ukiah Fire Department continued to provide at least 15 firefighter staffing; and
13. In 2003, due to the State of California's budget deficit, the City's general fund revenues were decreased significantly; and

14. As a result, the City was faced with substantial deficits for fiscal years 2004-2005, which required lay-offs or other reductions in expenditures for public safety services in the City; and
15. These budget deficits lead to deferment of equipment replacements, including fire engines, the City's ladder truck and police patrol cars; and
16. To address the significant demands of an increased public safety workload and provide funding for necessary equipment, in June of 2005, the Citizens of Ukiah passed by a majority vote, Measure S, a ½ cent general sales tax measure ("Measure S Sales Tax"), and Measure T, an accompanying advisory measure, which said that the first priority for additional sales tax funds should be support of essential public safety services; and
17. Measure S provided funding that has been used to increase the Police Department staffing from 28 sworn officers to 32 sworn officers. The 4 additional officers (one per work shift) were added to address workload increases and decrease response times; and
18. Measure S allowed the Fire Department to replace aging fire equipment, including the City's essential ladder truck, and other fire vehicles, and maintain a staff of at least 15 firefighters, with at least 4 firefighters on duty per shift for emergency services; and
19. In 2008, the Nation, State of California and the City of Ukiah, experienced a recession which significantly reduced city revenues from sales taxes, including revenues received from Measure S. Due to these budget deficits, the City's general fund revenues were significantly decreased; and
20. This unanticipated nation-wide recession forced the City of Ukiah to eliminate open positions, layoff personnel and reduce general fund budgets; and
21. Over the last six years, every employee in the City of Ukiah has had a 5% reduction in pay, and absorbed increases to their health insurance costs, in addition to various unpaid furloughs and reduced work hours which were made necessary by significantly reduced sales and property tax revenues ; and
22. The City of Ukiah fully complied with the PERS retirement cost reductions, reducing retirements costs for new employees; and
23. The Police Department was reduced over a two year period from 32 sworn officers to 30 sworn, then 26 sworn officers, because of the 2008 recession and reduction in General Fund revenues and Measure S revenues; and
24. The Fire Department operated ambulance service was eliminated as an additional measure to economize in response to the 2008 recession and reduction in Measure S Sales Tax and General Fund revenues, because the cost of the ambulance service exceeded the limited compensation from reduced Medi-Cal and Medi-Care reimbursements; and
25. As the economy improved, and General Fund revenues and Measure S Sales Tax revenues have been restored to the levels prevailing before the 2008 recession, the City of Ukiah has worked to improve public safety services to the Ukiah community; and
26. For a two year period commencing January 1, 2014 and ending on December 31, 2015, the City of Ukiah and the Ukiah Valley Fire District have entered a contract to provide fire services to the entire Ukiah Valley and City of Ukiah; and

27. This agreement has increased the available on-duty firefighting staff to 18 firefighters, (11-City paid personnel, 6-District personnel, and shared Fire Chief) a combined two-department volunteer firefighter force, with an increased firefighter capacity to at least 6 firefighters on-duty each day for firefighting and Paramedic medical services; and
28. The City Council has reauthorized the Police Department to increase staffing back to 32 sworn officers. The additional officers (which allow for an extra officer per work shift) were added to address workload increases and decreased response times; and
29. Unlike the City's 1% share of the current 8.25% statewide sales tax, all sales taxes produced by Measure S must remain in the City of Ukiah. These taxes cannot be taken away by the State of California. Although enacted as a general tax which can lawfully be used for any municipal purpose, the City Council has and by this resolution will continue to place the Measure S Sales Tax revenue in a designated account within its budget and financial statements so that its use for public safety services can be reviewed, audited and accounted for; and
30. In addition, it is the intent of this resolution to commit the City to maintain the amount of general fund revenues supporting public safety at or above current levels. This resolution also commits the City to maintain the current level of public safety services, including a minimum of 32 sworn police officer, and the level of fire prevention and protective services commensurate with the City of Ukiah's portion of any City and District contractual agreement for joint fire, paramedic and fire prevention operations; and
31. Measure S will sunset in September of 2015. Without the continuation of Measure S Sales Tax revenue, the City of Ukiah could not maintain current Police and Fire services. Without Measure S Sales Tax revenues, the City of Ukiah would be forced to reduce or eliminate some or all of these essential public safety services.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. EXPENDITURE PLAN: While the revenue received by the City from Measure S Sales Tax is unrestricted general fund revenue, by this resolution, the City Council commits to using these revenues to provide public safety services. "Public safety services" means law enforcement and crime prevention services provided by the Ukiah Police Department, and fire protection and prevention and emergency medical services provided by the Ukiah Fire Department, by contract with the Ukiah Valley Fire Protection District or any other arrangement approved by the City Council. These taxes may be used to pay for such public safety services expenses as the training and salaries, including overtime and specialty pay, and fringe benefits, of public safety officers and support staff working in the Police Department and of firefighters, emergency medical technicians and support staff providing fire prevention and protection services to the City. These funds may also be used for operating expenses, and the purchase of vehicles, equipment and supplies, and capital improvements used exclusively for Public safety services.

A. Accounting for Public Safety Services Revenue. In each fiscal year commencing with the 2014-2015 fiscal year, for purposes of accounting for the use of these revenues, the City shall continue to credit to an account or fund in the City's budget and financial records, to be designated by the Finance Director, all of the following: (1) Measure S Sales Tax revenue; and (2) "Public Safety Revenue" which is the revenue produced by the Police and Fire Departments.

B. Minimum level of Public Safety Services. The City shall maintain a minimum level of public safety services, but nothing in this resolution prevents the City Council from establishing a higher level of public safety services, reorganizing or changing the method of providing public safety services or reducing staffing for public safety where required by financial necessity resulting from circumstances beyond the control of the City, such as a prolonged recession like the one experienced in 2008 or other prolonged and substantial reduction in general fund revenues. The minimum level of public safety services shall be the level of such services available in the City in the 2014-15 fiscal year, including the following: (1) thirty-two (32) full-time peace officers as defined in Penal Code Section 7 and Title 3, Part 2, Chapter 4.5 (commencing with Section 830), and the level of fire prevention and protective services commensurate with the City of Ukiah's portion of any City and District contractual agreement for joint fire, paramedic, and fire prevention operations .

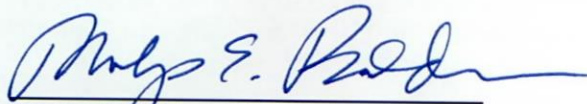
2. OVERSIGHT COMMITTEE. Every two years after the Effective Date of Ordinance No. 1149, extending the Measure S sales tax, the City Council shall appoint five people to an "Oversight Committee" the only function of which shall be to review the City's budget for public safety services and the expenditure of the revenues so budgeted. The persons appointed to the Oversight Committee should represent a broad range of interests in the City, including such interests as business owners, ethnic minorities, (1) Ukiah City firefighter, (1) Ukiah City peace officer, homeowners and tenants.

The City Manager shall provide the Oversight Committee with any information it requests which is not exempt from disclosure under the California Public Records Act and shall assist it in organizing and analyzing the information so provided. The Oversight Committee must prepare a written report which shall be presented to the City Council at a noticed public hearing and which shall be available to the general public for not less than 10 calendar days prior to the scheduled hearing date. The report shall contain an analysis of the level and types of service provided by the City's police department and fire department or other arrangement approved by the City Council, the revenues and expenditures of the designated fund or account. It shall also make recommendations concerning the future use of these funds and levels and types of service. The Oversight Committee shall dissolve after it files its report with the City Council, until a new Oversight Committee is appointed for the next two year review.

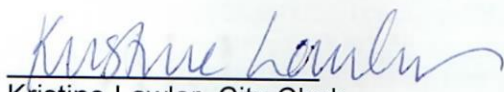
3. ACCOUNTING FOR MEASURE S SALES TAX REVENUE. All Measure S Sales Tax revenues and all interest on said revenues shall be credited to the designated fund or account and shall be designated for use in accordance with this Resolution.

PASSED AND ADOPTED ON JUNE 24, 2014, BY THE FOLLOWING ROLL CALL VOTE:

AYES:	Councilmembers Scalmanini, Crane, Thomas, Landis, and Mayor Baldwin
NOES:	None
ABSENT:	None
ABSTAIN:	None


Philip E. Baldwin, Mayor

ATTEST:


Kristine Lawler, City Clerk

RESOLUTION NO. 2014-29

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH PLACING MEASURE ON BALLOT FOR THE NOVEMBER 4, 2014 REGULAR MUNICIPAL ELECTION, TRANSMITTING MEASURE TO CITY ATTORNEY FOR IMPARTIAL ANALYSIS AND ESTABLISHING DEADLINE FOR ARGUMENTS FOR OR AGAINST THE MEASURE.

WHEREAS,

1. Election Code Section 10403 authorizes the City Council of the City of Ukiah (City) to request the Mendocino County Board of Supervisors to conduct a municipal election on behalf of the City and consolidate that election with any other elections scheduled for that date; and

2. On June 4, 2014, the City Council adopted a resolution requesting the Mendocino County Board of Supervisors to perform those services and consolidate the City election with statewide general election scheduled for that date;

3. On June 24, 2014, the City Council adopted Ordinance No. 1149, extending the one-half of one percent sales tax, approved in the election held on June 7, 2005, which only becomes effective if approved by not less than a majority of the voters voting in the November 4, 2014, election; and

4. The Elections Code requires the City Council to set forth in a resolution the exact form of any ballot measures to appear on the election ballot and to take other steps related thereto;

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council hereby places a measure on the ballot for the November 4, 2014, election which shall read as follows:

MEASURE ____

Shall the one-half of one percent (0.5%) transaction and use tax used to fund essential public services, including police, fire prevention and protection, and emergency medical services, set to expire on September 25, 2015, be extended by Ordinance No. 1149 until repealed by majority vote in a municipal election?

☐ Yes

☐ No

2. Measure form: City of Ukiah Ordinance No. 1149, enacted by the voters pursuant to subsection 1 of this Resolution, shall be in the form set forth in Attachment 1.

3. The City Clerk shall transmit a copy of the ballot measure set forth in section 1 of this Resolution and the form of Ordinance No. 1149 set forth in Attachment 1 to this Resolution to the City Attorney for the preparation of an impartial analysis as required by Elections Code Section 9280.

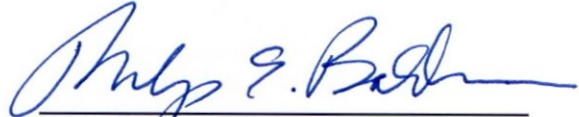
4. The City Clerk shall post the notice of the deadline for filing ballot arguments for or against the above ballot measures on June 25, 2014.

5. In accordance with Election Code Section 9286, ballot arguments for or against the measures are required to be filed by July 8, 2014, after which no arguments for or against the

measures will be accepted.

PASSED AND ADOPTED by the City Council of the City of Ukiah on June 24, 2014, by the following roll call vote:

AYES:	Councilmembers Scalmanini, Crane, Thomas, Landis, and Mayor Baldwin
NOES:	None
ABSTAIN:	None
ABSENT:	None


Philip E. Baldwin, Mayor

ATTEST:


Kristine Lawler, City Clerk

MEASURE P**ORDINANCE NO. 1149****AN ORDINANCE OF THE VOTERS OF THE CITY OF UKIAH EXTENDING THE EXISTING TRANSACTIONS AND USE TAX BY AMENDING SECTION 1799.5 OF CHAPTER 8C OF DIVISION 1 OF THE UKIAH CITY CODE**

The voters of the City of Ukiah hereby ordain as follows:

SECTION 1. FINDINGS. The voters of the City of Ukiah hereby find as follows:

The City Council and the people of the City of Ukiah hereby find:

1. At an election held on June 7, 2005, by a vote of 1442 for and 634 against, 69.46% of the voters of the City of Ukiah approved, as a general tax, a one-half cent (0.5%) Transaction and Use Tax, commonly called a "Sales Tax" and known as "Measure S."
2. Measure S is codified at Chapter 8c of Division 1 of the Ukiah City Code and has an expiration date under Ukiah City Code Section 1799.5 on the tenth anniversary of the Operative Date thereof, unless extended by a majority vote in a subsequent municipal election.
3. The Operative Date of Measure S was the date when the half-cent transactions and use tax was first imposed. That date was September 25, 2005, 110 days after the voters approved the measure.
4. Under Ukiah City Code Section 1799.5, the Measure S Sales Tax will terminate on September 25, 2015.
5. When Measure S passed, the voters overwhelmingly answered "Yes" to the question posed by Measure T, an accompanying advisory measure which asked: "Should additional funds for public safety, including police, fire and emergency medical services, be the first priority for the use of new sales tax revenues in the City of Ukiah?"
6. In 2005, when Measures S and T passed, the City spent \$5,670,719 on public safety, including police, fire and emergency medical services.
7. Under the guidance from Measure T, the City has spent as follows for public safety:

Fiscal Year	General Fund	Measure S	Other	Total
(*Unaudited)				
FY2006	\$5,286,893	\$1,092,344	\$ -0-	\$6,379,237
FY2007	\$5,177,424	\$2,277,084	\$ 27,861	\$7,482,369
FY2008	\$5,451,375	\$2,322,584	\$ 3,794	\$7,777,753
FY2009	\$6,127,841	\$2,129,720	\$ 1,337	\$8,258,898
FY2010	\$7,152,310	\$2,013,673	\$ 79,918	\$9,245,901
FY2011	\$5,991,911	\$2,153,968	\$ 136,321	\$8,282,200
FY2012	\$6,233,347	\$2,229,049	\$ 88,158	\$8,550,554
FY2013*	\$6,826,934	\$2,412,549	\$ 7,670	\$9,247,153
FY2014*	\$6,250,200	\$2,371,888	\$ 500	\$8,622,588

8. While Measure S revenues are general fund revenues subject to the budgeting discretion of the City Council, it has, in fact, used the taxes from Measure S exclusively for public safety. In addition, the City Council has increased general fund support for public safety by over \$4.5 million since 2005. The City Council chose consistently throughout the financial crisis since 2008 to sustain funding for public safety, and added to it from the General Fund, even in the face of making significant spending reductions in other city operations and non-safety personnel. Despite this level of spending the City has struggled to maintain adequate personnel and equipment to meet the demands for public safety services which have increased substantially over the past 10 years.
9. The 10 year sunset in Measure S has created a significant problem for the City's Police Department in recruiting and retaining new peace officers, because the City cannot assure new recruits that it will have funding for their positions, after the tax revenue from Measure S terminates in 2015.
10. This measure, if passed by the voters, continues the sales tax enacted by Measure S beyond its current repealed date and provides that the tax will remain in effect until it is repealed by majority vote at a municipal election.
11. The City Council determined at its special meeting on June 24, 2014, to place this measure on the ballot for the regular municipal election on November 4, 2014, as authorized by Revenue and Taxation Code section 7285.9.
12. While this measure will continue the tax indefinitely, unless repealed or amended by the voters, a City Council resolution adopted at its meeting on June 24, 2014, will establish a committee composed of members of the public (the Oversight Committee) to review and report on the use of the revenue from the tax. The extension of the tax shall be approved if the measure receives at least a majority of affirmative votes.
13. Based on all of the information presented at the City Council meetings on June 18 and 24, 2014, both written and oral, including the staff reports, minutes, and other relevant materials, the City Council finds that under CEQA Guidelines 15060(c)(2) and 15378, subdivisions (2) and (4) of subdivision (b), this action does not constitute a project under CEQA and, therefore, review under CEQA is not required.

SECTION 2. AMENDMENT OF SECTION 1799.5 OF THE UKIAH CITY CODE.

Section 1799.5, "Repeal of Tax," of the Ukiah City Code shall be amended to read as follows:

§1799.5 REPEAL OF TAX

The tax imposed by this chapter shall be made permanent and remain in full force and effect, unless and until repealed by a majority vote at a general municipal election.

SECTION 3. ORDINANCE TO BE SUBMITTED TO THE VOTERS.

This ordinance shall be submitted to the voters at an election to be held on November 4, 2014. Upon approval by a majority of the voters of the City voting on this ordinance, the Transactions and Use Tax set forth in City of Ukiah Ordinance No. 1063 ("Measure S") shall be continued indefinitely, unless repealed by majority vote in a subsequent municipal election.

SECTION 4. SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of the ordinance and the

application of such provision to the other persons or circumstances shall not be affected thereby. The voters of the City of Ukiah hereby declare that they would have adopted each and every provision of this ordinance regardless of the invalidity of any other provision.

SECTION 5. CODIFICATION.

Upon adoption of this ordinance pursuant to the voter approval referenced herein, the City Clerk, in consultation with the City Attorney, is hereby authorized and directed to codify this ordinance in the Ukiah City Code.

SECTION 6. EFFECTIVE DATE.

If this ordinance is approved by a majority of the voters voting on the issue at the November 4, 2014 election, pursuant to Elections Code Section 9217, this ordinance shall become effective ten (10) days after the City Council declares the results of the election. The Operative Date of the Transactions and Use Tax set forth in City of Ukiah Ordinance No. 1063 shall not be affected by this ordinance.

Approved on June 24, 2014 by the following roll call vote of the Ukiah City Council:

AYES:	Councilmembers Scalmanini, Crane, Thomas, Landis, and Mayor Baldwin
NOES:	None
ABSENT:	None
ABSTAIN:	None


Philip E. Baldwin, Mayor

ATTEST:


Kristine Lawler, City Clerk

Eligible Measure P Costs**Measure P: Transaction and Use Tax**

Measure P, passed by a simple majority (50% plus 1) of Ukiah voters in November of 2014 was a general (unrestricted) transaction and use tax. It continued a sun-setting transaction and use tax, known as Measure S (2005). Measure T (2005), passed in conjunction with Measure S, was a distinctly separate, advisory Measure indicating the voting public's preference for the use of Measure S proceeds.

A general, unrestricted tax is one that can be used to fund any program, function, service, or project at the discretion of the City Council. It is not a special, restricted tax, which would require approval of two-thirds of the voting public.

The language for the two ballot measures from 2005 (Measures "S" and "T") was as follows:

Ballot Measure "S":

"Shall Ordinance No. 1063 be adopted to impose a transaction (sales) and use tax at a maximum rate of one-half of one percent within the city limits of the City of Ukiah?"

Advisory Measure "T":

"Should additional funds for public safety, including police, fire, and emergency medical services, be the first priority for the use of new sales tax revenues in the City of Ukiah?"

The language of Measure P (2014) was as follows. It did not have an accompanying advisory measure on the ballot.

Ballot Measure "P":

"Shall the one-half of one percent (0.5%) transaction and use tax used to fund essential public services, including police, fire prevention and protection, and emergency medical services, set to expire on September 25, 2015, be extended by Ordinance No. 1149 until repealed by majority vote in a municipal election?"

The Ukiah City Council established an expenditure plan (Resolution No. 2014-28) for the use of Measure P revenues. That resolution stated that those revenues should be used first to maintain a minimum level of public safety services. The plan defined "minimum level of public safety services" to be level of services available in fiscal year 2014-15, including the following: 1) thirty-two (32) full-time peace officers and 2) "[a] level of fire prevention and protective services commensurate with the City of Ukiah's portion of any City and District contractual agreement for joint fire, paramedic, and fire prevention operations."

**Recommended
Eligible Measure P Costs**

Uses and Sources Public Safety Activities Comparative, Baseline (2015) to June 30, 2018				
Expenditure Uses by Category	Measure P Baseline FY 2014-15	FY 2016-17 Actual	FY 2017-18 Actual	FY 2017-18 to Baseline Increase (Decrease)
Police:				
Sworn officers	32	32	34	2
Misc personnel	18	18	19	1
Personnel	\$ 6,049,608	\$ 7,045,006	\$ 7,195,980	\$ 1,146,372
Operations	1,866,612	2,782,372	2,855,587	988,975
Capital	186,594	145,374	31,103	(155,491)
Total police ¹	8,896,287	9,972,752	10,082,670	1,979,856
Fire:				
Firefighters:				
City	11	11	20	9
UVFD ⁶	6	6	-	(6)
Personnel	1,506,406	1,807,318	1,650,045	143,639
Contributions ²	-	-	501,275	501,275
Operations	530,822	1,269,135	899,924	369,102
Capital	30,400	44,117	1,186,256	1,155,856
Total fire	2,583,807	3,120,570	4,237,500	2,169,873
Total public safety	11,480,094	13,093,322	14,320,170	2,840,076
Dedicated Revenue Sources				
Measure P transaction and use tax	2,465,521	2,684,958	2,790,669	325,148
Public safety programmatic revenue:				
Police ³	1,001,861	1,194,931	1,251,341	249,480
Fire ⁵	37,235	136,383	209,896	172,661
Total revenue	3,504,617	4,016,272	4,251,906	747,289
Excess (deficiency) revenues over expenditures	(7,975,477)	(9,077,050)	(10,068,264)	(2,092,787)
Other Financing Sources				
General revenues, general fund	7,975,477	9,077,050	10,068,264	2,092,787
Remaining resources	\$ -	\$ -	\$ -	\$ -

Notes:

- 1) Includes parking enforcement expenditures and associated revenue.
- 2) Contributions include amounts provided by the City to UVFD to help fund 50/50 share of operating costs.
- 3) Includes dispatch service revenue, except for general fund contributions.
- 4) Personnel counts include total position amounts budgeted though not necessarily filled.
- 5) Capital purchases in 2017-18 in Fire were financed with a capital lease, the proceeds of which is not considered revenue and not counted here.
- 6) All UVFD personnel were transferred to the City in FY 2017-18.
- 7) All Fire expenditure amounts reported here are that of the City and do not include expenditures incurred by UVFD.



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Removing On-Street Parking Along Airport Road from Commerce Drive to the Railroad Tracks.

DEPARTMENT: Public Works

PREPARED BY: Rick Seanor

ATTACHMENTS:

[Attachment 1 - Resolution and Map - Airport Road](#)

Summary: Council will consider a report that recommends establishing a no parking zone along Airport Road from Commerce Drive to the railroad tracks.

Background: The City Engineer is requesting this no parking zone in order to control parking in this area.

Discussion: A no parking zone at the proposed locations (Attachment 1, Exhibit A) would remove all parking along the east side of Airport Road from Commerce Drive to the railroad tracks and would remove all parking along the west side of Airport Road from the south end of the City Corporation Yard to the railroad tracks. Along this section of Airport Road there are no adjacent land uses which require on-street parking. In addition, Airport Road is a narrow road with no improved pedestrian facilities. This road is used by large delivery trucks that are avoiding the congestion on Airport Park Blvd. The parking that has been recently increasing on Airport Road has led to large vehicles taking both travel lanes to negotiate the erratic parking that often occurs in the absence of an improved curb line.

RECOMMENDED ACTION: Adopt resolution removing on-street parking along Airport Road from Commerce Drive to the railroad tracks.

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; Tim Eriksen, Director of Public Works / City Engineer

Approved: _____


Sage Sangiacomo, City Manager

The final supporting reason for this request of no parking is in an effort to support the health of our water ways. The vehicles that have recently been parking in this area are not aligned by an improved curb line. This leads to vehicles parking too far into the traveled lanes, as was discussed previously, but also leads to vehicles parking too far off the pavement. On the east side of Airport Road there is a drainage facility that acts as a bioretention system as it meanders towards the Russian River. Staff has been in contact with the District Manager of Willow Water District who is concerned about this water way health. Anything that is deposited and/or runoff in this waterway ends up in the Russian River. The location of this drainage facilities connection to the river is just upstream of the location that Willow Water District diverts water for their customers. This is a health and safety risk that further supports this request.

For these reasons, staff recommends adoption of the resolution, included as Attachment 1.

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
REMOVING ON-STREET PARKING AND
ESTABLISHING A NO PARKING ZONE ON AIRPORT ROAD

WHEREAS, the City Council may by resolution designate portions of streets upon which the standing, parking, or stopping of vehicles is prohibited or restricted pursuant to Article 11, Chapter 1, Division 8 of the Ukiah City Code; and

WHEREAS, the City Engineer recommends this “No Parking Zone” as shown on the location map, Exhibit “A”.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Ukiah City Council does establish a “No Parking Zone” on Airport Road at the location designated by the City Engineer. The City Engineer shall direct installation of signage as necessary.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

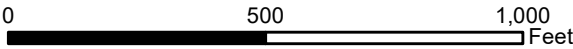
ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A: NO PARKING - AIRPORT ROAD



This map is a guide. Every reasonable effort has been made to ensure the accuracy of the map and data provided. Parcel lines are not intended to represent surveyed data.





AGENDA SUMMARY REPORT

SUBJECT: Approval of Plans and Specifications for the 2019 Street Reconstruction Project and Authorize Staff to Issue Bids for Specification No. 19-09.

DEPARTMENT: Public Works

PREPARED BY: Andrew Stricklin

ATTACHMENTS:

[Attachment 1 - PLANS Spec 19-09 - 2019 STREET RECONSTRUCTION PROJECT](#)

[Attachment 2 - Spec 19-09 - 2019 STREET RECONSTRUCTION PROJECT](#)

Summary: Staff is requesting Council's approval of Plans and Specification No. 19-09 for the 2019 Street Reconstruction Project.

Background: Staff has completed Plans and Specifications for a Street Reconstruction Project for the Summer of 2019. This project was originally called out on the 5-Year CIP Schedule as the "Orchard & Main Street Reconstruction Project" and has since been renamed. Staff is requesting Council's approval of Plans and Specifications No. 19-09 for the 2019 Street Reconstruction Project. The engineer's estimate for the project is \$1,186,555.

Discussion: Using the City's Pavement Management Program, staff has identified a need to reconstruct

RECOMMENDED ACTION: Approve Plans and Specifications for the 2019 Street Reconstruction Project and Authorize Staff to Issue Bids for Specification No. 19-09.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: Measure Y 12024200.80230 PC 18148: \$700,000; HUTA 50024220.80230 PC 18148: \$300,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

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

Orchard Avenue from East Perkins Street north to 190' north of Ford Street. Work will include a complete reconstruction of the subgrade and paving from West Perkins to Ford Street and a 2" asphalt overlay from Ford Street north for 190'. Work will also include the 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 6 curb ramps to be completed with this project as identified in the project plans. Staff has inspected the existing utilities under the road and determined no replacement to be necessary. Plans (Attachment 1) and Specifications (Attachment 2) are also available to for viewing to the public at the Civil Center at 300 Seminary Ave.

This project was originally budgeted for the 2019/2020 fiscal year in the following funds:
12024200.80230.18148 (Measure Y): \$700,000, and 50024220.80230.18148 (HUTA): \$300,000, for a total budgeted project amount of \$1,000,000. With an Engineer's Estimate of \$1,186,555, and dependent upon what amount the bids come in at, it may be necessary to discuss funding and a budget amendment at the time of bid award to fully fund this project.

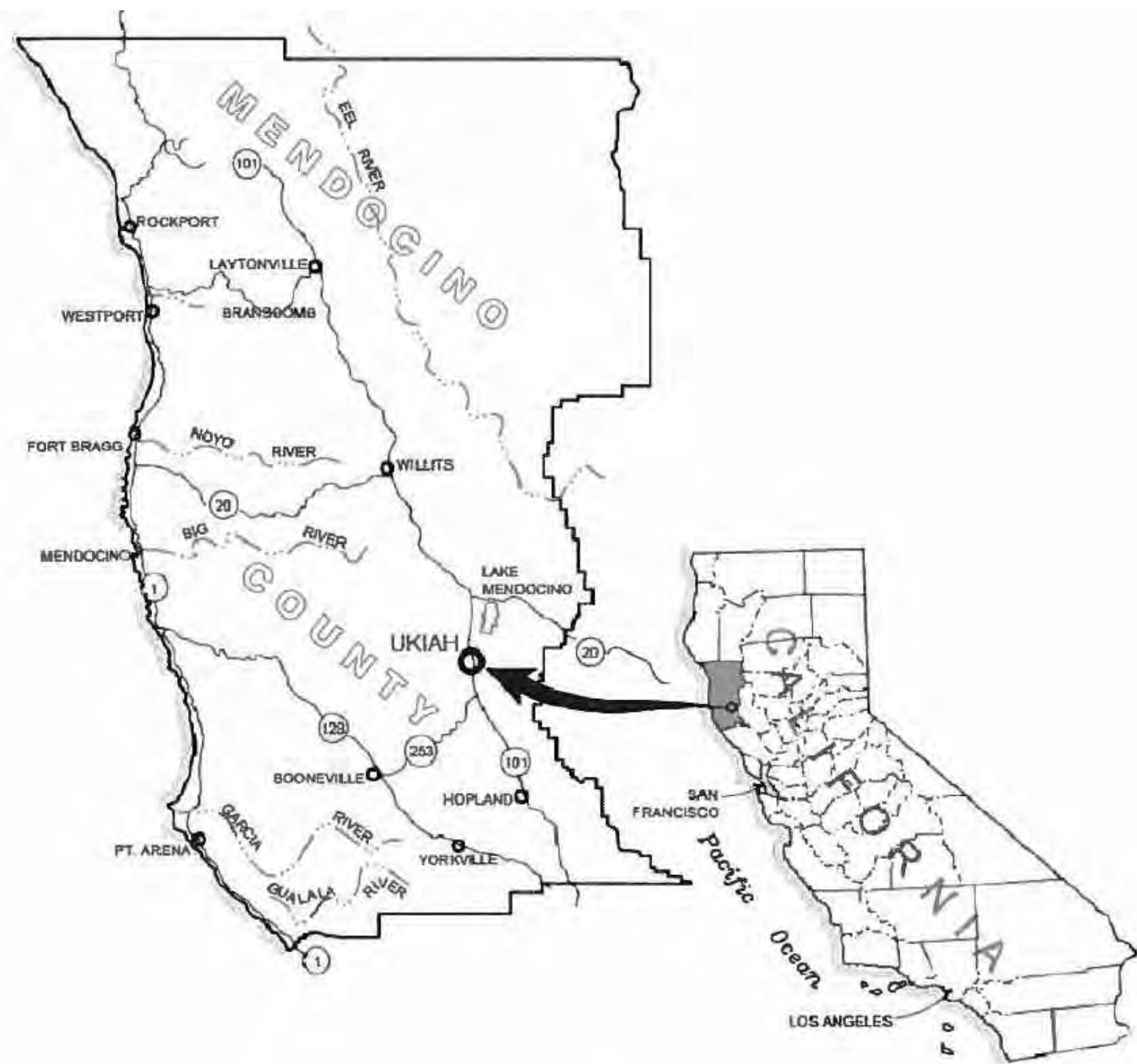
2019 STREET RECONSTRUCTION PROJECT

SPECIFICATION NO. 19-09

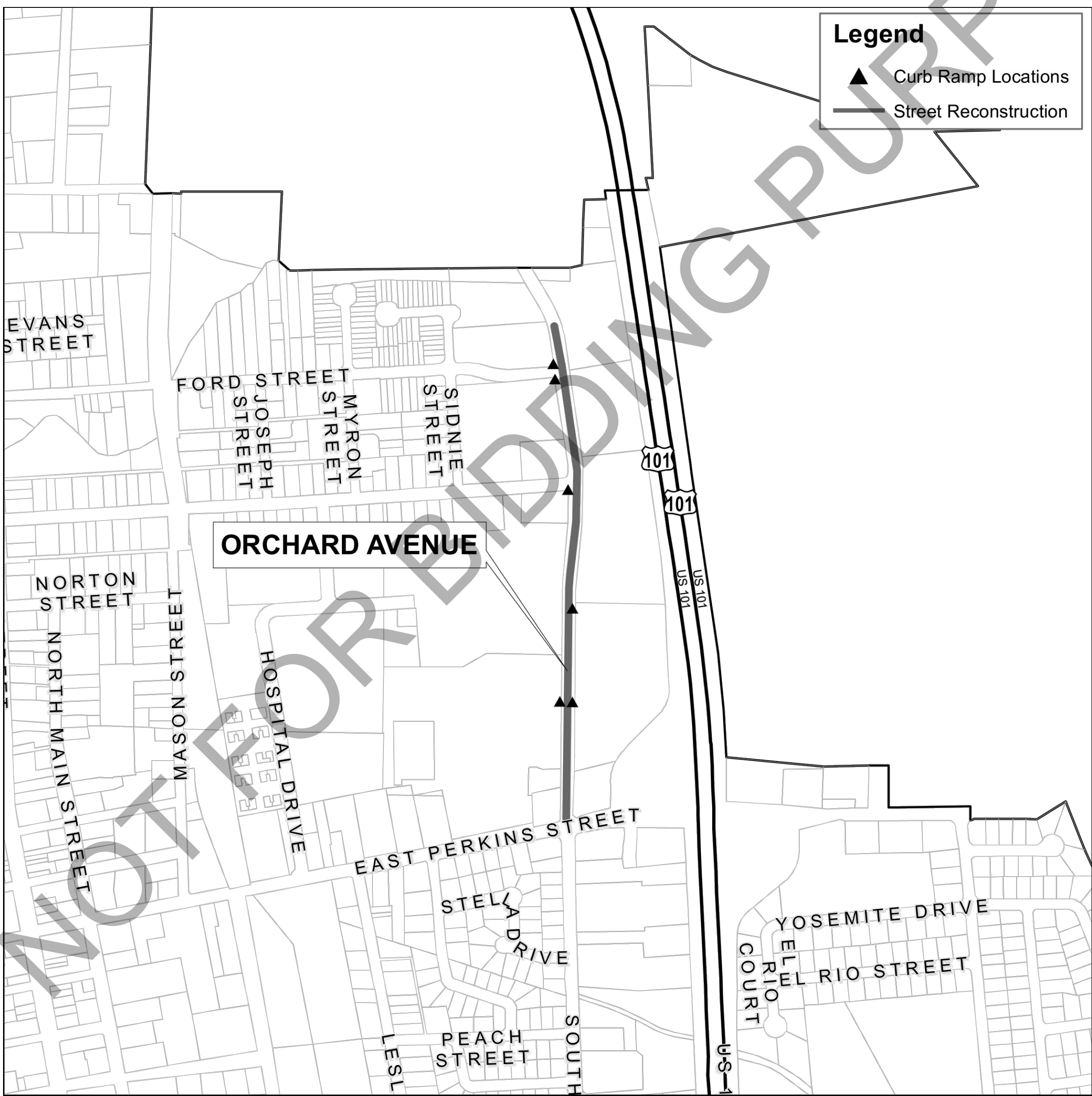
ORCHARD AVENUE (E. PERKINS TO FORD STREET)
UKIAH, CALIFORNIA

JULY 2019

VICINITY MAP



LOCATION MAP



APPROVALS

APPROVED BY: TIMOTHY D. CRISSEN, P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

DATE: _____

DESIGNED BY: ANDREW R. STRICKLIN
MANAGEMENT ANALYST / ENGINEERING

DATE: _____

TITLE SHEET

Project SPECIFICATION NO. 19-09

Title 2019 STREET RECONSTRUCTION PROJECT

CITY OF UKIAH

300 Seminary Avenue
Ukiah, CA 95482



DRAWN: A.R.S.
CHECKED BY: T.E.
JOB NUMBER: 19-09
DRAWING FILE: S:\PUBLIC WORKS\PROJECTS\PUBLIC WORKS\2019 SP\19-09 2019 STREET RECONSTRUCTION PROJECT\PLANS SP\19-09 2019 STREET RECONSTRUCTION PROJECT.DWG

SCALE: AS SHOWN
DATE: JULY 2019
DRAWING NUMBER: G-001

GENERAL CONSTRUCTION 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. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION. DIAL TOLL FREE 1-800-622-2000 OR 811.
4. 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.
5. 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.
6. 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.
7. 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 BEEN COMPLETED 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.
8. PROJECT REQUIRES A CLASS A GENERAL ENGINEERING CONTRACTOR'S LICENSE IN THE STATE OF CALIFORNIA.
9. QUANTITIES OF ITEMS, LENGTH OF PROJECT AND SITE CONDITIONS SHOWN IN THE PLANS ARE APPROXIMATE.
10. 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 AND THEIR REPRESENTATIVES HARMLESS FROM ANY AND

- ALL LIABILITY, REAL AND/OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THIS PROJECT.
11. 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 EXPENSES RESULTING FROM FAILURE OR NEGLIGENCE IN DETERMINING THE CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE.
12. 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.
13. CONTRACTOR SHALL PROVIDE AND MAINTAIN SUFFICIENT TEMPORARY BARRIERS TO PROVIDE FOR THE SAFETY OF THE PUBLIC TO THE SATISFACTION OF THE ENGINEER.
14. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS IN ADVANCE OF COMMENCEMENT OF ANY PART OF THE WORK AND SHALL COORDINATE CONSTRUCTION SCHEDULE WITH CITY OF UKIAH REPRESENTATION TO MINIMIZE IMPACT TO RESIDENTS AND ADJACENT LANDOWNERS.
15. 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.
16. 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 EXPRESS WRITTEN DIRECTION AND APPROVAL OF THE ENGINEER AND/OR CONTRACTING OFFICE.
17. NO WORK SHALL BE PERFORMED OUTSIDE OF THE DESIGNATED CONSTRUCTION LIMITS WITHOUT THE APPROVAL OF THE CITY.
18. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPROVED STAGING AREAS WITH THE CITY OF UKIAH CITY ENGINEER.
19. CONTRACTOR SHALL PROVIDE RECORD DRAWINGS AT THE COMPLETION OF CONSTRUCTION PER CITY REQUIREMENTS.
20. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGED AREAS DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO ASPHALT, CONCRETE, CURB, GUTTER, SIDEWALK, LANDSCAPING, AND RESTORING TO ORIGINAL OR BETTER CONDITION.

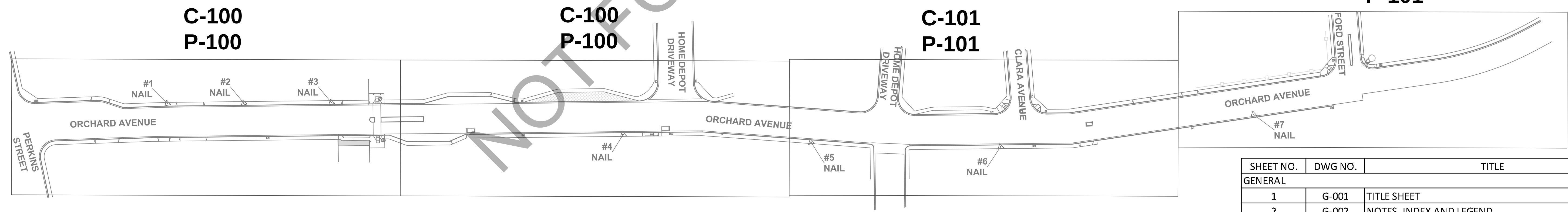
CURB RAMP NOTES:

1. THE TRANSITION FROM RAMPS TO GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
2. SLOPE OF SIDE FLARE SHALL BE 10% MAXIMUM.
3. RAMP AND SIDE FLARE AREA SHALL BE CONSTRUCTED WITH A HARDY BROOM FINISH TRANSFERS TO THE SLOPE OF THE RAMP.
4. DETECTABLE WARNING SURFACE SHALL CONSIST OF TRUNCATED DOMES ALIGNED IN A SQUARE GRID PATTERN PER CALTRANS STD. A11.1.
5. WALKWAY PLAN POINTS: 1/4" WIDE @ 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. 1/4" LANDING AREA NOT TO EXCEED 2% SLOPE IN ANY DIRECTION.
9. ALL RAMPS SHALL BE INSTALLED PER CALTRANS STD. PLAN A11.1, 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 1/4" FT. FROM RAMP OR EXISTING SCORE LINES. DETERMINATION MADE BY CITY ENGINEER.

LEGEND

- W — W — WATER MAIN
- ⌚ — W — ⌚ FIRE HYDRANT & VALVE ASSEMBLY
- SD — SD — STORM DRAIN AND MANHOLE
- SS — SS — SANITARY SEWER
- 002-10-20 165 CONTROL POINT
- GAS — GAS — GAS
- CATCH BASIN

DRAWING INDEX - ORCHARD AVENUE



SHEET NO.	DWG NO.	TITLE
GENERAL		
1	G-001	TITLE SHEET
2	G-002	NOTES, INDEX AND LEGEND
CIVIL		
3	C-100	ORCHARD AVE. - PAVEMENT PLAN: STA 0+00 - 12+00
4	C-101	ORCHARD AVE. - PAVEMENT PLAN: STA 12+00 - 22+97
DETAILS		
5	C-300	CURB RAMPS DETAILS
6	C-301	CURB RAMPS DETAILS
7	C-400	PLAN DETAILS
STRIPING		
8	P-100	ORCHARD AVE. - STRIPING PLAN: STA 0+00 - 12+00
9	P-101	ORCHARD AVE. - STRIPING PLAN: STA 12+00 - 22+97

Location

NOTES

Project

SPECIFICATION NO. 19-09

Title

2019 STREET RECONSTRUCTION PROJECT

CITY OF UKIAH

300 Seminary Avenue
Ukiah, CA 95482



DRAWN: A.R.S.
CHECKED BY: T.E.
JOB NUMBER: 19-09
DRAWING FILE: S:\PUBLIC WORKS PROJECTS\PUBLIC WORKS\2019\SP-C 19-09\2019 STREET RECONSTRUCTION PROJECT\PLANS\SP-C 19-09 - 2019 STREET RECONSTRUCTION PROJECT.DWG

SCALE: AS SHOWN
DATE: JULY 2019
DRAWING NUMBER: G-002

STA 0+00

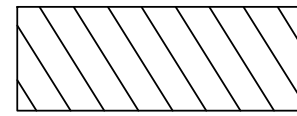
STA 6+00

STA 6+00

STA 12+00

BEGIN RECONSTRUCTION
STA 0+21.00

ORCHARD AVENUE

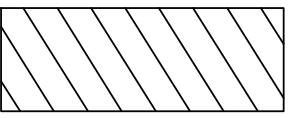


ROADWAY RECONSTRUCTION
0.50' HMA OVER 1.0' CLASS II AB

R1: INSTALL ADA CURB RAMP
R2: INSTALL ADA DRIVEWAY APRON

HOME DEPOT
DRIVEWAY

ORCHARD AVENUE



ROADWAY RECONSTRUCTION
0.50' HMA OVER 1.0' CLASS II AB

SCALE: 1" = 20'



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CITY OF UKIAH



300 Seminary Avenue
Ukiah, CA 95482

ORCHARD AVE. - PAVEMENT PLAN

SPECIFICATION NO. 19-09

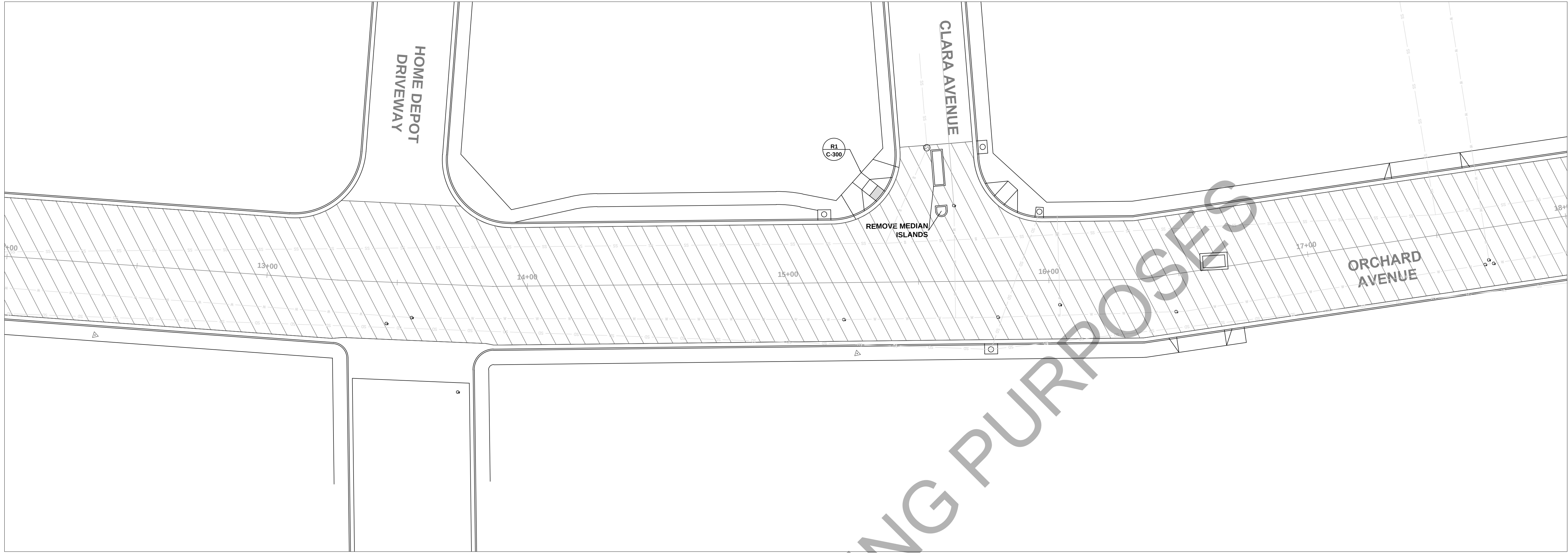
2019 STREET RECONSTRUCTION PROJECT

SCALE: AS SHOWN
DATE: JULY 2019
DRAWING NUMBER:

C-100

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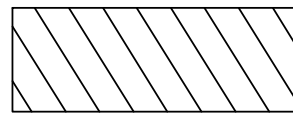
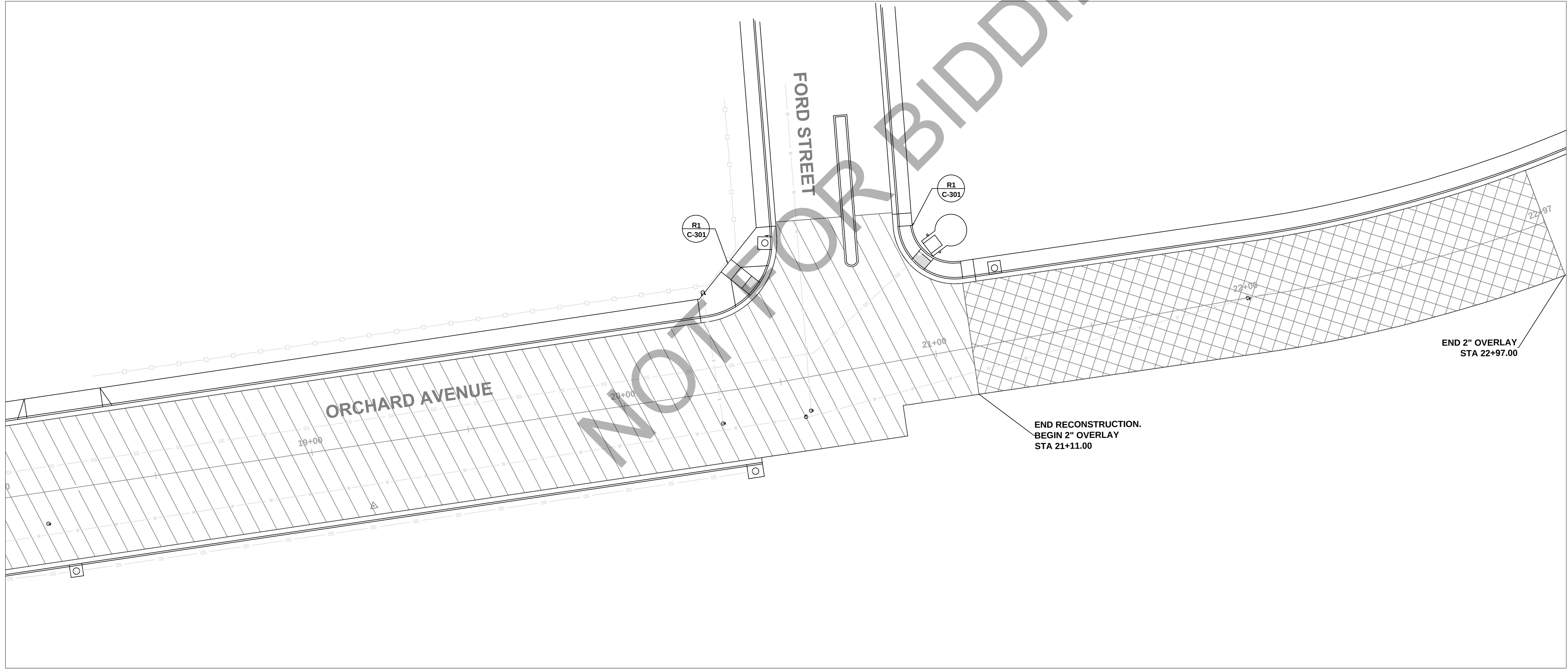
STA 12+00



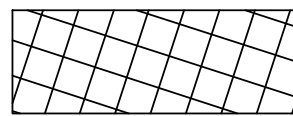
R1: INSTALL ADA CURB RAMP

STA 18+00

STA 18+00

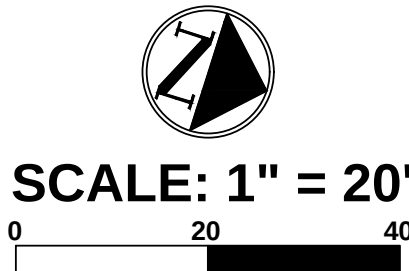


ROADWAY RECONSTRUCTION
0.50' HMA OVER 1.0' CLASS II AB



2" OVERLAY DETAIL
6' EDGE GRIND

STA 22+97



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T.E.
JOB NUMBER:
19-09
DRAWING FILE:

CITY OF UKIAH



300 Seminary Avenue
Ukiah, CA 95482

ORCHARD AVE. - PAVEMENT PLAN

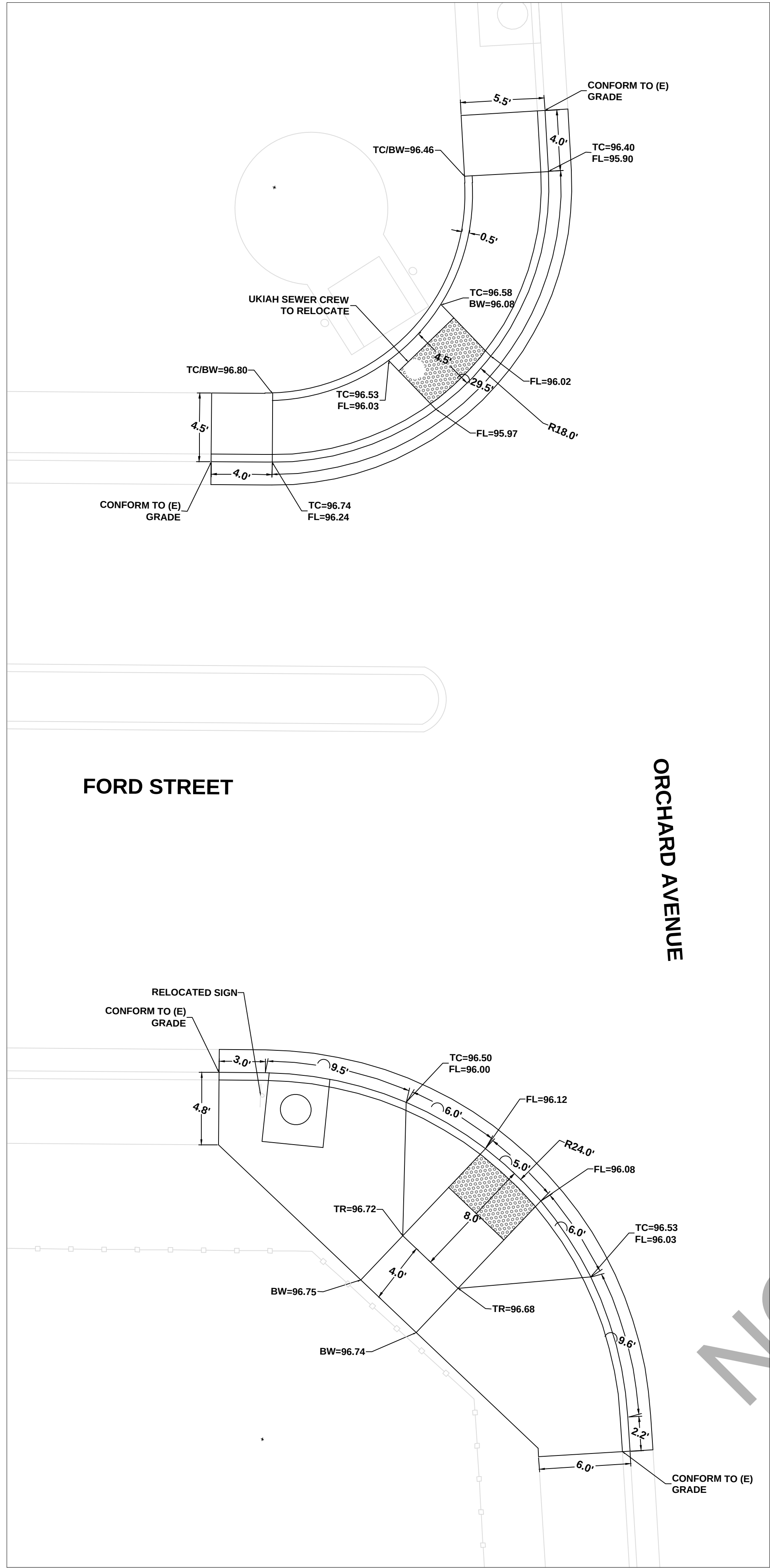
SPECIFICATION NO. 19-09

2019 STREET RECONSTRUCTION PROJECT

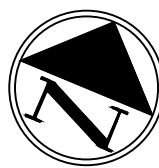
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AS SHOWN
DATE:
JULY 2019
DRAWING NUMBER:

C-101

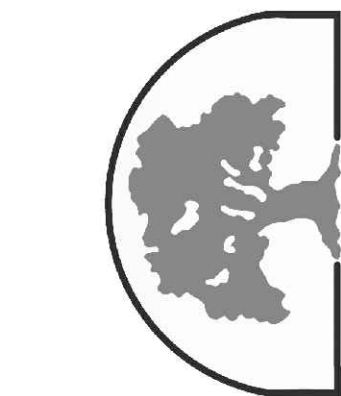
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ORCHARD AVENUE AT FORD STREET
WEST RAMPS
SCALE 1"=5'



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JOB NUMBER:
19-09
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CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

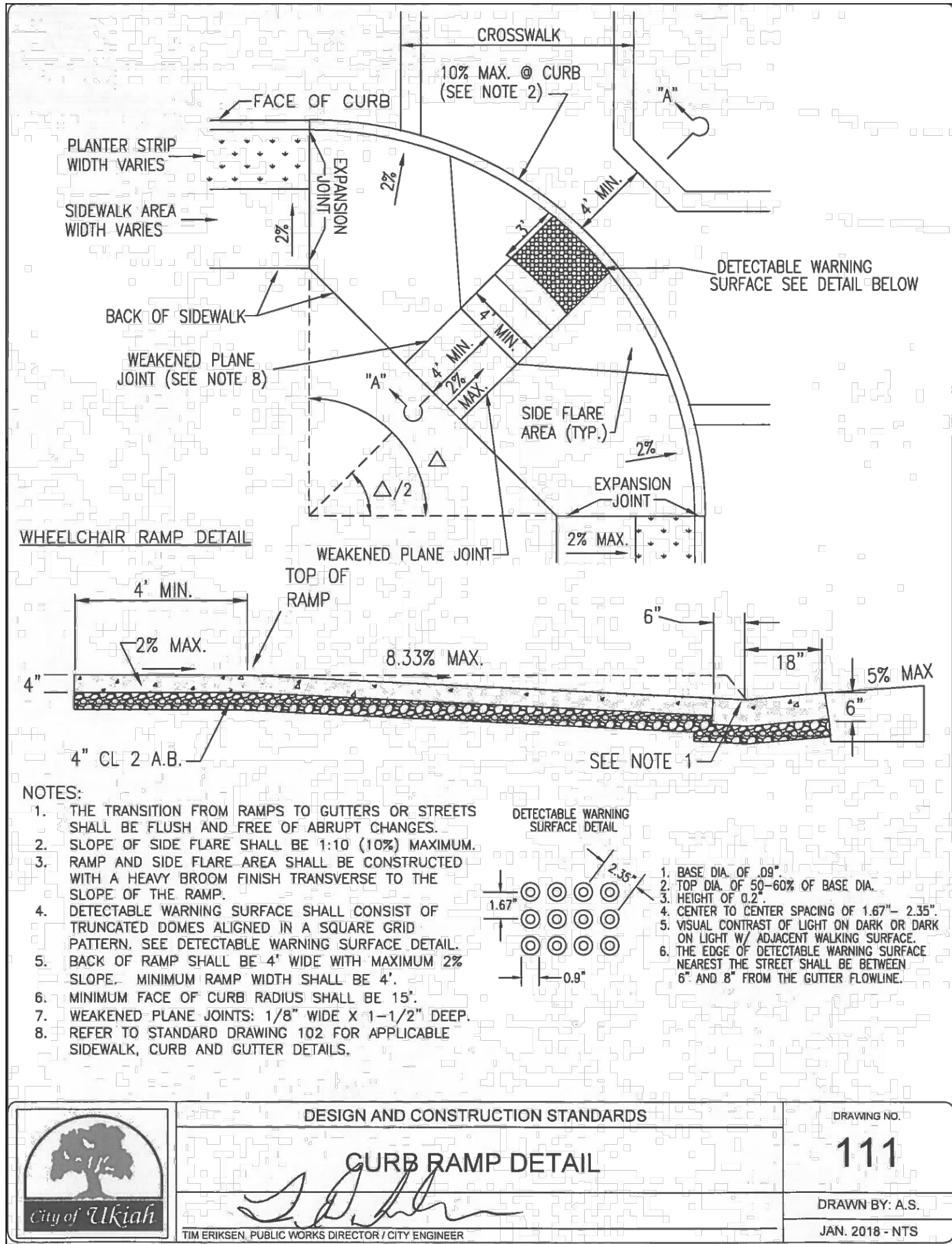
Location CURB RAMPS PLAN

Project SPECIFICATION NO. 19-09

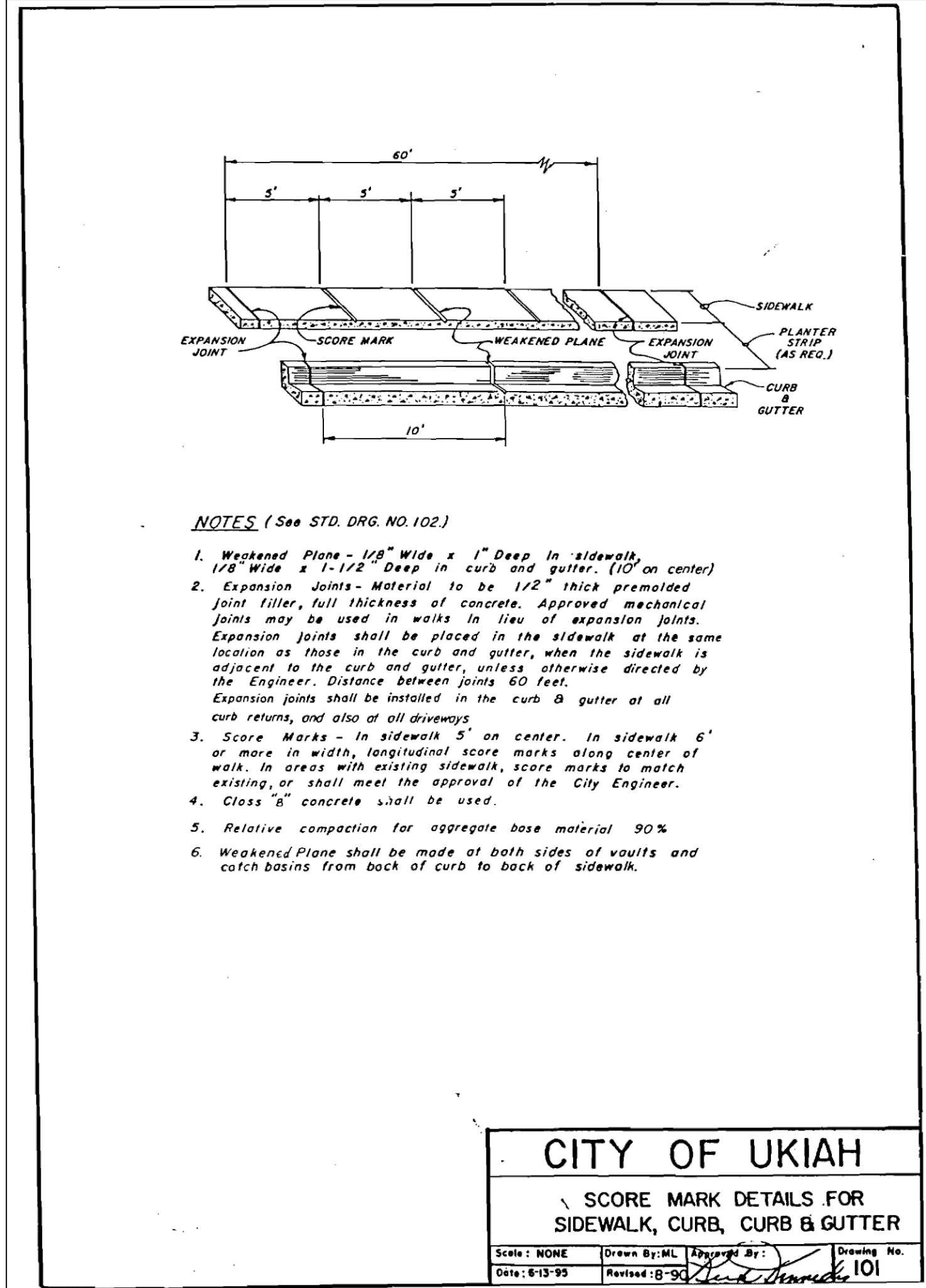
Title 2019 STREET RECONSTRUCTION PROJECT

SCALE:
AS SHOWN
DATE:
JULY 2019
DRAWING NUMBER:

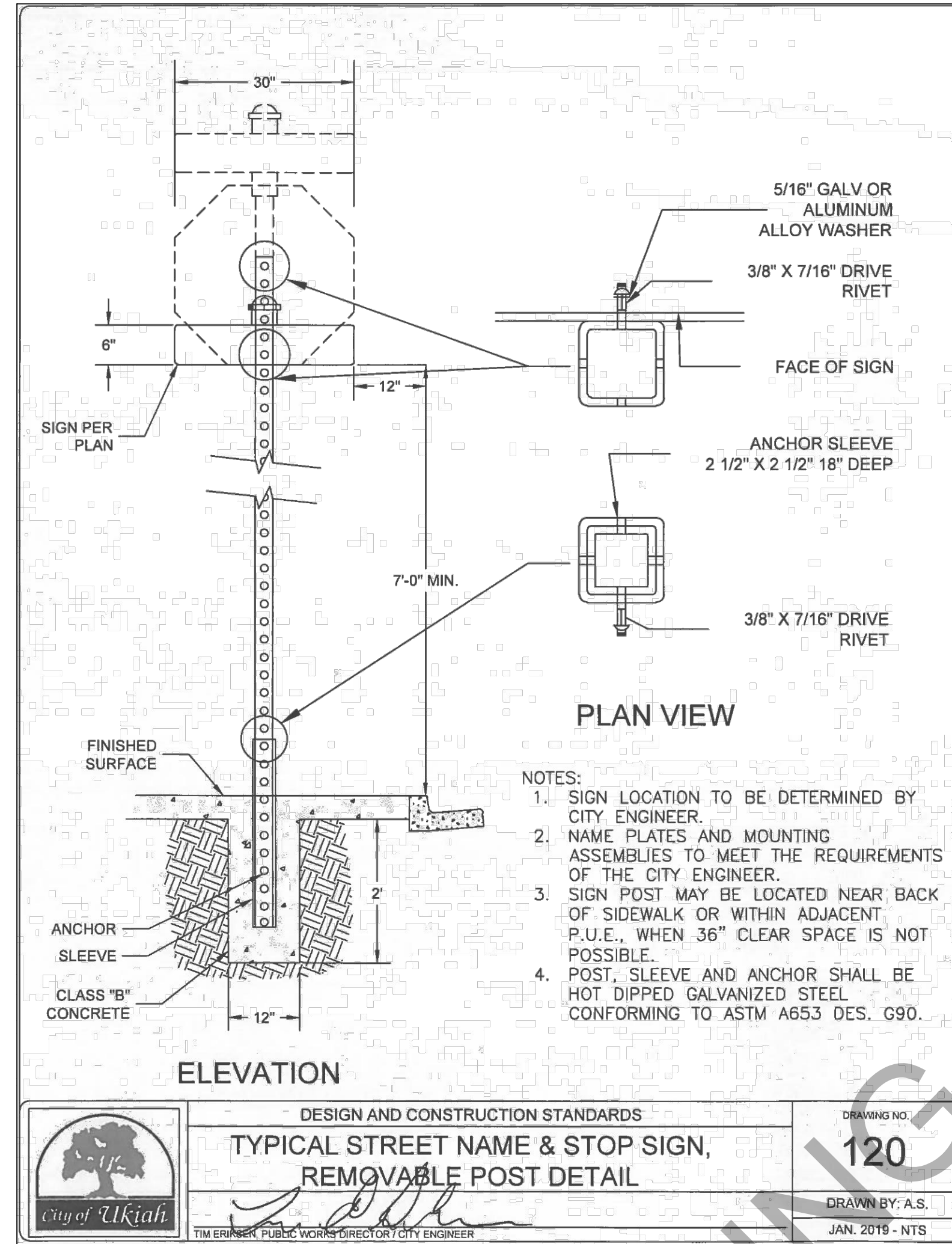
C-301



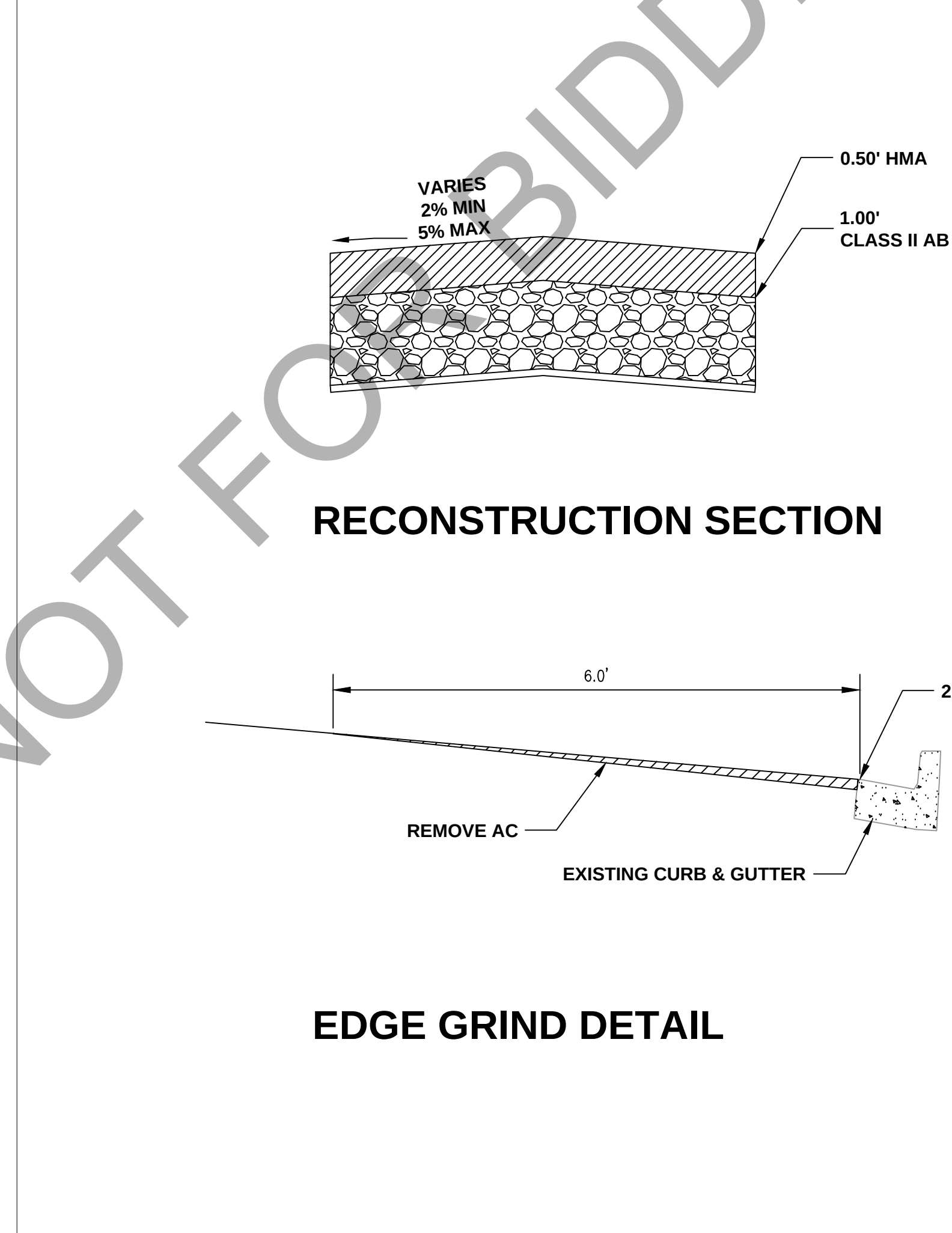
111 CURB RAMP



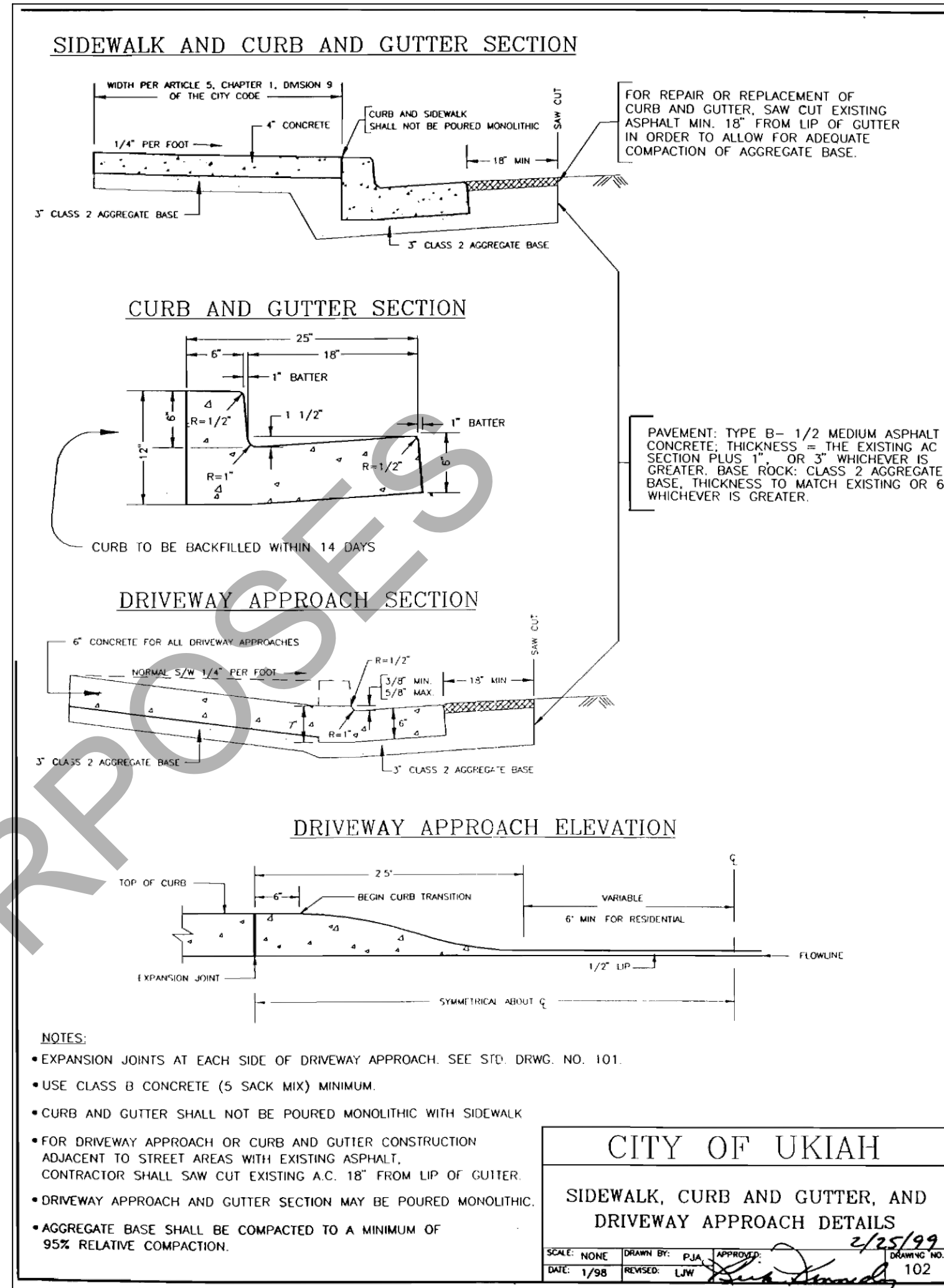
101 SCORE MARK FOR SIDEWALK CURB & GUTTER



120 STR T NAM & STOP SIGN



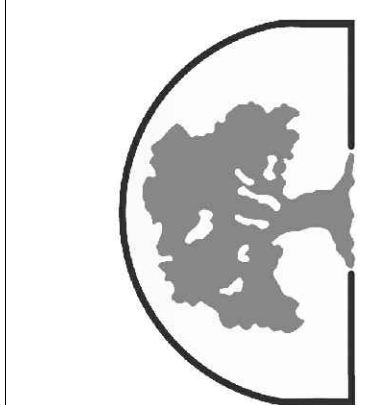
ROAD TR AT M NT



102 SIDEWALK CURB AND GUTTER AND DRIVEWAY APPROACH

CITY OF UKIAH

300 Seminary Avenue
Ukiah, CA 95482



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JOB NUMBER: 19-09
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Location **PLAN DETAILS**

Project **SPECIFICATION NO. 19-09**

Title **2019 STREET RECONSTRUCTION PROJECT**

SCALE: AS SHOWN
DATE: JULY 2019
DRAWING NUMBER: C-400

STA 0+00

PERKINS STREET

ORCHARD AVENUE

STA 6+00

STA 6+00

HOME DEPOT
DRIVEWAY

ORCHARD AVENUE

STA 12+00

- STRIPING NOTES:
- ALL STRIPING SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE CALIFORNIA MUTCD, CALTRANS STANDARD PLANS AND SPECIFICATIONS AND CITY OF UKIAH STANDARDS.
 - ALL PAINT STRIPING AND MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL REMOVE ANY EXISTING CONFLICTING STRIPING, PAINT MARKERS, MARKINGS AND DELINEATORS.
 - THIS PLAN IS ACCURATE FOR PAINT DELINEATION ONLY.

LEGEND

- WHITE THERMOPLASTIC TURN ARROW PER CALTRANS STD. PLAN A2.1 (TYP.)
- ST1 PROPOSED 12" WHITE THERMOPLASTIC CROSSWALK AND LIMIT LINE PER CALTRANS STANDARD PLAN A2.1 (TYP.)
- ST2 PROPOSED 12" WHITE THERMOPLASTIC CONTINENTAL CROSSWALK PER CALTRANS STANDARD PLAN A2.1 (TYP.)
- STRIPING PER CALTRANS DETAIL INDICATED ON PLAN, PER A20A TO A20D OF CALTRANS STD. PLANS.

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T.E.

JOB NUMBER:
19-09

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CITY OF UKIAH

300 Seminary Avenue
Ukiah, CA 95482

Location **ORCHARD AVE. - STRIPING PLAN**

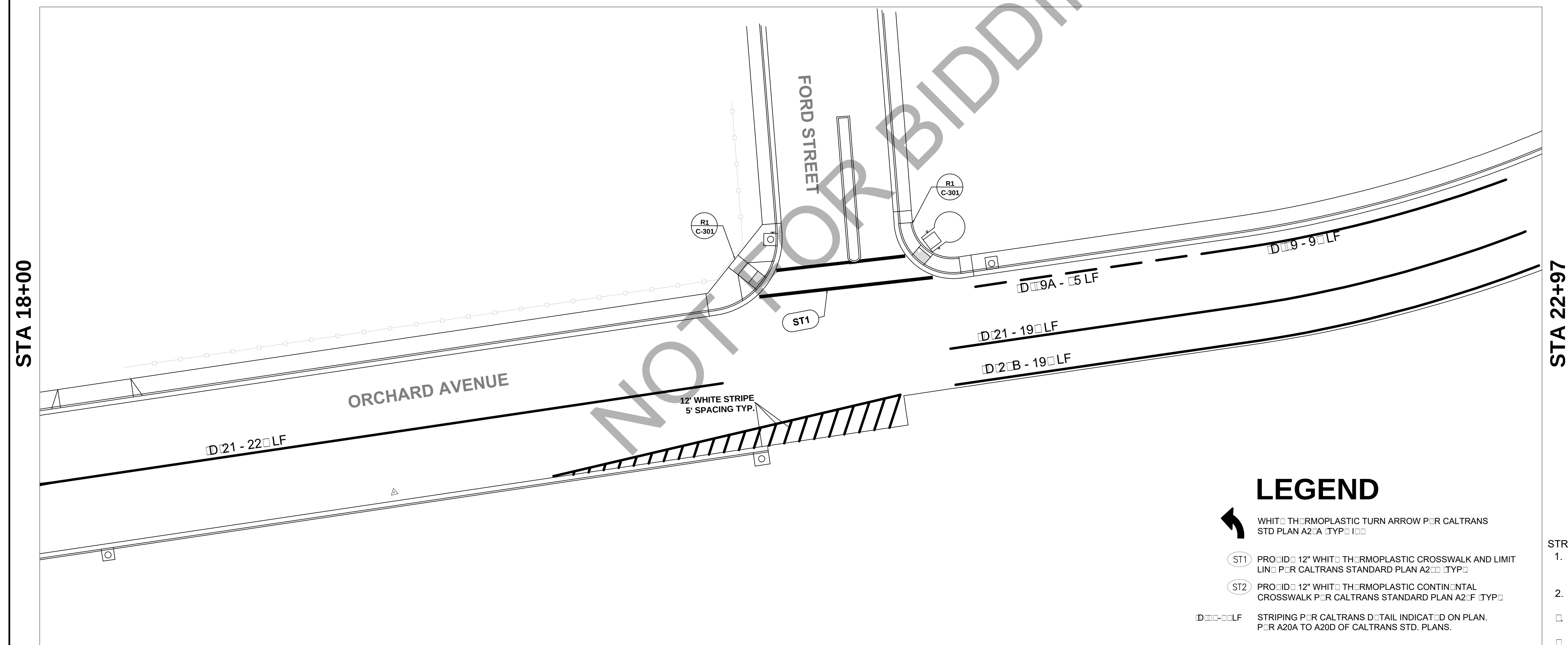
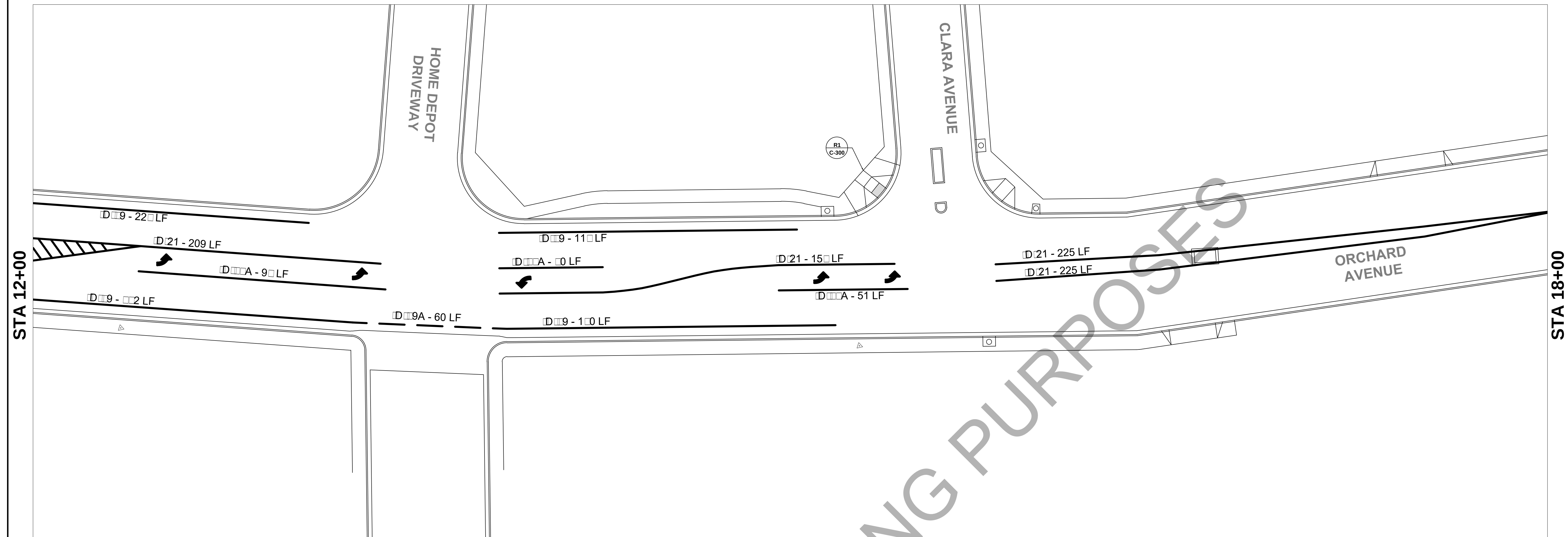
Project **SPECIFICATION NO. 19-09**

Title **2019 STREET RECONSTRUCTION PROJECT**

SCALE:
AS SHOWN

DATE:
JULY 2019

DRAWING NUMBER:
P-100



DRAWN:	CHECKED:	JOB NUMBER:	DRAWING NUMBER:
A.R.S.	T.E.	19-09	

CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

Location	ORCHARD AVE. - STRIPING PLAN
Project	SPECIFICATION NO. 19-09
Title	2019 STREET RECONSTRUCTION PROJECT

SCALE: AS SHOWN
DATE: JULY 2019
DRAWING NUMBER: P-101

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11

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
2019 STREET RECONSTRUCTION PROJECT
SPECIFICATION NO. 19-09

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
300 Seminary Avenue
Ukiah, California 95482-5400

Bids Open: **July XX, 2019**
2:00 p.m.
Office of City Clerk

Approved _____

Tim Eriksen, Director of Public Works/City Engineer

Date

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

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
JULY 2019

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR 2019 STREET RECONSTRUCTION PROJECT
SPECIFICATION NO. 19-09

NOTICE IS HEREBY GIVEN that sealed standard proposals for 2019 STREET RECONSTRUCTION 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 July XX, 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 RECONSTRUCTION PROJECT. Bids are required for the entire work described herein. No fax bids will be accepted.

ENGINEER'S ESTIMATE OF QUANTITIES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	TRAFFIC CONTROL	1	LS
2	MOBILIZATION / DEMOBILIZATION	1	LS
3	ROADWAY EXCAVATION	5,525	CY
4	SUBGRADE STABILIZATION	250	SY
5	SOIL STABILIZATION FABRIC	11,051	SY
6	AGGREGATE BASE	3,684	CY
7	ASPHALT CONCRETE FIBER REINFORCED	3,813	TN
8	EDGE GRINDING	8	CY
9	ADJUST MANHOLE TO GRADE	10	EA
10	ADJUST VALVE BOX TO GRADE	26	EA
11	PCC CURB AND GUTTER	230	LF
12	PCC CURB RAMP	1,665	SF
13	PCC SIDEWALK	84	SF
14	PCC CURB AT SIDES AND BACK OF CURB RAMPS	43	LF
15	PCC DRIVEWAY APRON	312	SF
16	REINSTALL / RELOCATE SIGN POSTS	3	EA
17	TRAFFIC STRIPES AND PAVEMENT MARKINGS	1	LS
18	PUBLIC NOTIFICATION	1	LS
19	CONSTRUCTION SURVEYING & STAKING	1	LS

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:

INSTRUCTIONS TO BIDDERS

2019 STREET RECONSTRUCTION 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 of 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 20 (twenty) 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.

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. 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.

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located at the following location:

1. Orchard Avenue from Perkins Street to 190' north of Ford Street.

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.

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:

(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. 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 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

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: \$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.
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.

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, 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.

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.

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.

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.

6-24. 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 and St. Mary's School, that the project streets will be affected by potential detours and street closures, with recommended alternate routes of travel. Through street 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. 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.

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 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 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.

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 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 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 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.

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 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.

NOT FOR BIDDING PURPOSES

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work. The work involves the reconstruction of Orchard Avenue from E. Perkins Street to Ford Street and a 2" asphalt overlay of Orchard Avenue from Ford Street to 190' north including the installation or modification of ADA pedestrian ramps.

The vicinity of the work shall be protected from injury by Contractor during construction and until completion of the work. Contractor shall be liable for all damages to such facilities.

There are a number of existing underground utilities located within the project limits. It is the Contractor's responsibility to verify the horizontal and vertical locations of all utilities by potholing or other locating method approved by the engineer a minimum of 7 working days in advance of doing water main work. Any conflicts shall be brought to the attention of the Engineer.

Incidental items of construction necessary to complete the whole work in a satisfactory and acceptable manner as shown on the Project Plans and as provided for in the Special provisions and not specifically referred to in this section will be understood to be furnished by the Contractor. All areas or fixtures disturbed by the Contractor's activities shall be restored to their original condition.

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.

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
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. The Plans consist of seventeen (17) sheets, which are bound as a separate document and 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 including encroachment permits required to carry on and complete this work. The City will issue a no fee encroachment permit to the Contractor allowing him to perform work within City right of way after the Contract documents have been executed and insurance certificate and endorsements have been approved by the City.

12-06. Standard Specifications and Standard Plans. Standard Specifications and Standard Plans of the California State Department of Transportation May 2006, are hereby made a part of these Technical Specifications, and are hereinafter referred to as "Standard Specifications" and "Standard Plans." The 2015 Standard Specifications and Standard Plans of the California State Department of Transportation are hereby made a part of these Special Provisions for Section 13 "Water Pollution Control" and for Standard Plan A88A, "Curb Ramp Details" and Standard Plan A88B, "Curb Ramp and Island Paving Details". The 2010 Standard Specifications and Standard Plans shall be used for section 86, "Electrical Systems" and Standard Plan Sheets ES-5C, "Electrical Systems Detector, Pedestrian Push Button and Signs" and ES-7A, "Electrical Systems Signal and Lighting Standard, Type TS, and Pedestrian Push Button Post".

Whenever in the California Standard Specifications and the California 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.

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 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
2. (City) Project Plans
3. City Standard Plans and Details
4. California Standard Plans
5. California 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 the work.

12-09. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 12-2.02, "Flagging Costs," and 12-3 "Traffic-Handling Equipment and Devices" 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.

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 pm, Fridays and the day preceding designated City holidays, and when construction operations are not actively in progress.

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.

Whenever the Contractor's operations obliterate pavement delineation (lane lines, either pavement markers or painted lines or both, or temporary delineation), such pavement delineation shall be replaced by either permanent or temporary delineation before opening the traveled way to public traffic. Temporary delineation shall consist of reflective traffic line tape applied in pieces not less than 4 inches long nor less than 4 inches wide spaced not more than 10 feet apart on curves nor more than twenty (20) feet apart on tangents. Reflective traffic line tape shall be

applied in accordance with the manufacturer's instruction. Full compensating for temporary delineation shall be considered as included in the prices paid for the contract items of work that obliterated the existing delineation and no separate payment will be made.

Payment: Full costs for "Maintaining Traffic", including "Flagging Costs", shall be considered as part of the lump sum payment for Traffic Control and no additional compensation will be made.

12.10. Traffic Control System for Lane Closure. A traffic control system shall consist of closing traffic lanes and ramps 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 from their responsibilities that may be necessary to comply with the provisions in Section 7-1.09, "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.

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. At a minimum the plan shall incorporate the following restrictions.

- No more than two adjacent streets crossing the project site will be closed to cross traffic at any one time.
- A minimum of one 12-foot wide through lane shall be provided through the length of the working area, except that traffic may be delayed up to 15 minutes.

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 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 lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the highway 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, 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.

12.11. 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 for the control of pollution to adjacent drainage courses during the construction of the project.

Water Pollution Control shall be performed in accordance with Section 13, Water Pollution Control, of the Standard Specifications and these technical specifications. In addition, construction activities shall comply with:

1. The California Water Quality Control Board, North Coast Region Order No. R1-2015-0030, National Pollutant Discharge Elimination System Municipal Storm Water Permit.
2. The California Stormwater Quality Association Storm Water BMP Handbook for Construction (CASQA Handbook). BMPs shall be selected, installed and maintained in accordance with the latest edition. A copy of the handbook can be viewed at <http://www.casqa.org/>.

Water removed from excavations shall be discharged to the publicly owned sanitary sewer under the conditions set forth by the City.

Full compensation for Water Pollution Control as specified in Section 13, "Water Pollution Control" and complying with all requirements referenced in this section and for doing all work necessary protect the adjacent drainage courses from pollution shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

12-12. 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. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

12-13. 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.

12-14. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, 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.

12-15. 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.

12-16. Existing Utilities. In general, the locations of existing utilities are indicated on the drawings and/ or will be marked on the ground at the site. The accuracy of completeness of this information is not guaranteed, however and unless otherwise indicated on the Project Plans or in these Special Provisions, or unless otherwise cared for by the owner thereof, all water, gas or sewer lines, lighting, power or telephone conduits, structures, house connections lines and other surface or subsurface structures of any nature that may be affected by the work shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by him or her during the progress of the work; provided, that should the Contractor in the performance of the work disturb, disconnect or damage any of the above, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by the Contractor.

12-17. Cooperation. Attention is directed to Section 7-1.14 of the California Standard Specifications.

Other construction work by other forces relocation power lines, telephone lines and pipe lines, and construction other improvement, may be in progress within and adjacent to the limits of this contract at the time work under these Special Provisions is being performed.

The Contractor for the work herein specified shall cooperate with the force engaged in performing other work as above described to the end that such forces may conduct their operations with as little inconvenience and delay as possible, and the Contractor shall permit such forces passage through the work as is reasonable and necessary to transport their materials and equipment to the site of their operations.

Full compensation for conforming to the requirements of this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

12-18. Notification of Underground Service Alert (USA) and Location of Existing Facilities. The Contractor shall notify Underground Service Alert (USA) two (2) working days prior to any excavation.

USA dial (toll free) 1 (800) 227-2600

The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area and he will be held liable to the owners of such facilities or interference with service from his operations.

Contractor shall investigate, confirm and/or determine the exact locations of existing utilities, and verify clearances between existing and proposed utilities at crossings and/or known potential conflicts. The Contractor shall determine elevations and alignments of existing utilities at connection points.

The Contractor shall determine elevations and alignments of existing sewer laterals, at the back of sidewalk, if a new proposed sewer main is at a higher elevation than the existing sewer main.

The Contractor shall provide all relevant information in writing to the Engineer immediately upon discovery of any conflict. Any delay in notification to the Engineer may delay direction and/or corrective action and a delay claim due and for this reason shall not be considered by the City. The Contractor shall not proceed with any work that is in conflict until direction is provided by the Engineer and shall redirect crews to other contract work. All the information required to be obtained per this Section and any other information not noted but relative to the project shall be provided to the Engineer on a set of Plans when the investigative effort is complete.

Full compensation for complying with this section shall be considered as included in the contract prices paid for various items of work, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in verifying existing utility locations, including but not limited to: potholing to verify potential conflicts, grades and alignments of existing facilities to be connected to; excavation; backfill; notification; and coordination and redirection of crews to other contract work if required, as specified herein, and no additional allowance will be made therefor.

13 CONSTRUCTION DETAILS

13-01. Preservation of Property and Existing Facilities

13-01.1 General. The Contractor shall conform to the provisions of Section 7-1.11, "Preservation of Property" of the Standard Specifications and to these Special Provision. 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.

Protect existing surveying control points and monuments within the project areas. Any disturbed survey control points and monuments shall be reset by a Land Surveyor registered in the State of California.

13-01.2 Existing Facilities. The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

13-01.3 Remove Fence. Contractor shall notify property owner a minimum of ten (10) working days in advance of fence and gate removal. Contractor shall coordinate with property owner and Engineer on temporary fencing field layout and location, and layout of new fences and gates. New fences and gates shall be in accordance with the Standard Specifications and Standard Plans and as shown on the Plans.

13-01.4 Remove Traffic Stripe. Traffic stripes and pavement markers shall be removed in pavement overlay areas and striping conforms shown on the Plans by any method that does not materially damage the existing 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. Residue from grinding or cold planing may lead from paint and thermoplastic. The average lead concentrations are anticipated to be less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Submit a lead compliance plan under Section 7-1.02K(6)(j)(ii) of the Standard Specifications.

Removal of traffic striping and markings in roadway reconstruction areas is considered incidental to the removal of asphalt concrete pavement and base, and no additional compensation will be made therefor.

All raised pavement markers shall be removed by the Contractor to the satisfaction of the Engineer and in accordance with Section 15 of the Standard Specifications

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 separate compensations will be allowed therefore.

13-02. Storm Water Pollution Prevention Plan

13-02.1 General. The project disturbs an area greater than 1 acre. Water pollution control work shall conform to the requirements in Section 13, "Water Pollution Control," of the Standard Specifications, and these construction details.

Water pollution control work shall also conform to the requirements and guidance included in the following Caltrans manuals:

1. Field Guide for Construction Site Dewatering.
2. Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual (June 2011).
3. Construction Site Best Management Practices (BMP) Manual.

4. Construction Site Monitoring Program (CSMP) Guidance Manual.

Manuals and templates are available at Caltrans Division of Construction website:
<http://www.dot.ca.gov/hq/construc/stormwater/>.

In addition, construction activities shall comply with:

1. The California Stormwater Quality Association Storm Water BMP Handbook for Construction (CASQA Handbook). BMPs shall be selected, installed and maintained in accordance with the latest edition. A copy of the handbook can be downloaded from CASQA, <http://www.casqa.org/>.

In this technical specification the CASQA Handbook BMP numbers are appended to the associated Standard Specification sections. If a conflict occurs the CASQA Handbook BMP's shall govern.

The Contractor shall become fully informed of, and comply with the applicable Federal, State and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

Conformance with the requirements of this section "Water Pollution Control," shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 5-1.36, "Property and Facility Preservation," Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.

SPILL PREVENTION

If a spill occurs at the construction site and the contractor does not take immediate and adequate steps to contain and clean up the spill, especially if rain is threatening or if a discharge to a storm drain or creek could occur, the City shall have the right, in its sole and absolute discretion, to clean up the spill using City forces or an independent contractor. The cost of any such cleanup, in addition to recovery of any penalty or fine imposed upon the City, plus an administrative charge of fifteen percent (15%) of the costs incurred by the City, shall be deducted from any amounts owed to Contractor hereunder.

In the event there are insufficient amounts owed to Contractor hereunder to cover the foregoing costs and charges, the City shall have the right to pursue any other remedy to recover same, including, but not limited to, proceeding against any surety or bond in favor of the City. The City's rights under this section are intended to be in addition to and not in lieu of any imposed by the City against Contractor for violations of City Code Chapter 8, "Stormwater Discharge".

The following additional BMPs shall be implemented for street paving, repaving, reconstruction, patching or resurfacing.

1. Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions;
2. Install gravel bags and filter fabric or other appropriate inlet protection at all susceptible storm drain inlets and manholes to prevent paving products and tack coat from entering the storm drain;
3. Prevent the discharge of release agents including soybean oil, other oils, or diesel to the storm water drainage system or watercourses;
4. Minimize non-storm water runoff from water use for the roller and for evaporative cooling of the asphalt;
5. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly
6. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled, or disposed of properly per 13-4.03D(5);

7. Collect solid waste by shoveling and vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled, or disposed of properly per 13-4.03D(5);
8. Cover "cold-mix" asphalt (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm per 13-4.03C(3);
9. Cover loads with tarp before haul-off to a storage site, ensuring that trucks are not overloaded;
10. Minimize airborne dust by using water spray during grinding per 14-9.03 and;
11. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grindings materials or rubble in or near storm water drainage system or watercourses per 13-4.03C(1).

13-02.2 SWPPP Implementation. Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the control measures included in the SWPPP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these construction details, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 8-1.06, "Suspensions," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the Handbook and these construction details.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the duration of the project.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas of the project site shall be completed prior to the start of any other construction activities.

The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas of the project site before the onset of precipitation. The Contractor shall maintain a quantity of soil stabilization and sediment control materials on site equal to 30 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. The Contractor shall include a current inventory of control measure materials and the detailed mobilization plan as part of the SWPPP.

Soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbing activities are expected to be discontinued for a period of 10 or more days and the areas are fully protected. Areas that will become non-active shall be fully protected with soil stabilization practices and sediment control measures within 5 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis.

The National Weather Service (<http://www.weather.gov/>) forecast shall be used. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the SWPPP for sediment tracking, wind erosion, non-stormwater management and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the requirements of this section "Water Pollution Control" as determined by the Engineer.

13-02.3 Maintenance. To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the SWPPP. The Contractor shall identify corrective actions and time frames to address any deficient measures or reinstate any measures that have been discontinued.

The construction site inspection checklist provided in the SWPPP-WPCP Preparation Manual shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures

are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer. Inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

1. Prior to a forecast storm;
2. After all precipitation which causes runoff capable of carrying sediment from the construction site;
3. At 24 hour intervals during extended precipitation events; and
4. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the State.

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. Construction Area Traffic Control Devices

13-04.1 General. Construction area traffic control signs 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, latest edition (MUTCD), these Construction Details, the Americans with Disabilities Act (ADA) and as directed by the Engineer.

Notify Underground Services Alert (USA) at 811 or (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 Construction Details. Nothing in these construction details shall be construed as relieving the Contractor from these responsibilities.

13-04.2 Traffic Control Plan. Prior to commencing construction which will affect existing traffic, the Contractor shall submit for review by the Engineers, 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 MUTCD typical application is to be used for each work operation. A location specific traffic control plan detailing work zone traffic control during traffic signal shut-downs required to perform signal rewiring work shall be submitted a minimum of ten (10) working days in advance of the proposed shut-down. 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. Show how traffic will be maintained through intersections during traffic signal shut-downs.
- J. Identify message board locations. A minimum of 4 changeable message boards and 4 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.

13-04.3 Materials. 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 12-3.10, "Traffic Cones," of the Standard Specifications are amended to read:

"During the hours of darkness traffic cones shall be affixed with reflective cone sleeves. The reflective sheeting of sleeves on the traffic cones shall be visible at 1,000 feet at night under illumination of legal high beam headlights, by persons with vision of or corrected to 20/20."

Reflective cone sleeves shall conform to the following:

1. Removable flexible reflective cone sleeves shall be fabricated from the reflective sheeting specified in the construction details, have a minimum height of 13 inches and shall be placed a maximum of 3 inches from the top of the cone. The sleeves shall not be in place during daylight hours.
2. Permanently affixed semitransparent reflective cone sleeves shall be fabricated from the semitransparent reflective sheeting specified in the construction details, have a minimum height of 13 inches, and shall be placed a maximum of 3 inches from the top of the cone. Traffic cones with semitransparent reflective cone sleeves may be used during daylight hours.
3. Permanently affixed double band reflective cone sleeves shall have 2 white reflective bands. The top band shall be 6 inches in height, placed a maximum of 4 inches from the top of the cone. The lower band shall be 4 inches in height, placed 2 inches below the bottom of the top band. Traffic cones with double band reflective cone sleeves may be used 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.

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 37-2.03H, "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.

13-04.4 Construction. 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 not park construction vehicles contractor employee vehicles, stage materials or stockpiles in front of any business or residential driveway access and the Contractor shall maintain access to private parking lots where work is in progress. Construction vehicles shall not be left running for any length of time if parked in front of a business or residential unit.

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.

The Contractor shall maintain vehicle access to all homes and other properties along the work zone. During paving operations, the Contractor will be allowed to temporarily suspend vehicle access to a limited number of driveways when approved by the Engineer. When approved by the Engineer and at least 72 hours prior to suspending access to any driveway, the Contractor shall give both written and verbal notice to the affected businesses and residents and place barricades adjacent to the driveways with posted notices stating the specific dates and times of the suspension for that area. Suspension of access to driveway will be permitted only as approved by the Engineer and only between the hours of 7:00 am and 7:00 pm.

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 ($\frac{1}{2}$) 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, except during City approved signal shut-downs required for rewiring the traffic signals to accomplish the signal modifications as shown on the Plans. Traffic signal shut-downs require an approved traffic control plan, and shall be coordinate with the City a minimum of five (5) working days in advance of the shut-down. Traffic signal shut-downs shall be approved in writing by the City. Traffic signal shut-downs and related work shall be performed at night between the hours of 10:00 PM and 6:00 AM, unless otherwise approved in writing by the City.

Barricades and flaggers shall be positioned to allow safe turns at intersections.

13-04.5 Pedestrian Traffic. The Contractor is directed to Chapter 6D, Pedestrian and Worker Safety, in the California MUTCD, the improvement Plans, and these Construction Details.

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 California 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.

13-04.6 Flagging. The first paragraph of Section 12-1.03, "Flagging Costs" is amended to read:

The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work under the provisions in Section 7-1.03, "Public Convenience", and Section 7-1.04, "Public Safety", shall be considered as included in the contract lump sum price paid for "Traffic Control System" and no additional allowance will be made therefor.

13-05. Construction Surveying and Staking. 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.

13-06. Surplus Material. All material removed or excavated during the course of construction will be surplus. All surplus material will be the property of the Contractor and be disposed of outside the right-of-way.

13-07. Dust Control. Dust control shall conform to the provisions in Section 10 of the Standard Specifications and these Special Provisions.

Full compensation for dust control shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-08. Mobilization. This item consists of preparatory work and operations as noted in Section 11-1.01, "Mobilization", of the Caltrans Standard Specifications.

Payment: Mobilization will be considered as included in the various items of work, which price shall include all labor, materials, and equipment and incidentals, and for doing all work involved in mobilization and specified herein.

13-09. Clearing and Grubbing. Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Caltrans Standard Specifications, the City Standards and these Special Provisions. Concrete removal shall conform to applicable provisions of Section 15-3 of the Standard Specifications and these Special Provisions.

The Contractor's attention is directed to Section 7-1.11, "Preservation of Property" of the Caltrans Standard Specifications.

All concrete which is to be removed from sidewalk, curb, gutter, and gutter pan, shall be removed to the nearest score mark or construction joint as directed by the Engineer unless otherwise noted on plans.

Reinforcing steel may be encountered in portions of concrete to be removed and no additional allowance will be made for the removal of such steel.

Sawcut: 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 2 inches with a power driven saw before the concrete or asphalt concrete is removed. All sawcutting operations shall be "wet" for dust control purposes.

Full compensation for concrete saw cutting and removal of concrete will be considered as included in the prices paid for various contract items of work, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all work involved in concrete saw cutting and removal of sidewalk, curb & gutter, as specified herein, and as directed by the Engineer and no additional allowance will be made therefor.

All improvements which are not planned to be removed as part of this work, but are damaged or destroyed by reason of the Contractor's operations shall be replaced in kind or restored to a condition as good as when the Contractor encountered the work at the Contractor's expense.

The Contractor shall dispose of all debris off site and in a legal manner.

Payment: Full compensation for clearing and grubbing shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

13-10. Earthwork: Roadway excavation shall conform to the applicable provisions of Section 19 of the Standard Specifications, with the following modifications and additional requirements:

Roadway excavation shall include all excavation, embankment construction, disposal of excess material, and other work as specified herein.

The Contractor shall furnish an excavation and paving plan with requested locations for reference point locations. The Engineer shall provide reference points and cut sheets for the excavation of the roadway. The Contractor shall furnish a qualified grade setter to insure that the subgrade conforms to the lines and grades established by the Engineer.

Roadway excavation shall consist of excavation of the roadway prism within the limits for road and alley reconstruction, as shown on the Project Plans, and disposal of excess material, as specified herein. Any additional excavation in terms of horizontal or vertical extent performed by the Contractor beyond the limits of the road reconstruction shown on the Project Plans shall be filled with aggregate base in accordance with Section 26 of these Special Provisions at the Contractor's expense.

The Contractor will not be required to compact undisturbed roadbed native subgrade material for roadway sections.

Roadway excavation shall be performed from an existing asphalt concrete or Portland cement concrete surface utilizing an excavator or with a pavement grinder. Subgrade can be trimmed with light tracked equipment when approved by the Engineer. No rubber tired equipment shall be allowed on the subgrade. Attention is directed to section 12-18, "Notification of Underground Service Alert (USA) and Location of Existing Facilities". Horizontal and vertical locations of all known utilities shall be determined by the contractor prior to excavating or grinding.

The Contractor shall note that there are street trees near areas intended for roadway excavation. The Contractor's operation, including the size of the equipment, shall be such, so as to insure that existing street trees are not damaged. Where limited clearance under the street trees prevents the use of an excavator, excavation shall be performed by an alternate method as approved by the Engineer. Alternate methods may include jack-hammering and removal of existing pavement and base materials by hand, or by use of smaller equipment.

Where tree roots are encountered during roadway excavation the Contractor shall cut the roots off six inches below the planned subgrade. Each cut shall be clean with no torn bark or splintered wood remaining on the root and shall be accomplished by use of a saw appropriate for the size of the root to be cut.

Removal of existing bituminous pavement, Portland concrete cement and base materials within the roadway will be paid for as roadway excavation and no additional allowance made therefor.

The Roadway Excavation quantity shall be considered **final pay (F)** as described in Section 9-1.015 of the Standard Specifications.

The quantity of Roadway Excavation to be paid includes anticipated excavation for all alley, road and edge conforms and necessary root pruning. Payment will conform to Section 9-1.015 of the Standard Specifications.

13-11. Subgrade Enhancement Geotextile

13-11.1 Materials: Soil stabilization fabric shall be installed per manufacturer's recommendations and shall meet or exceed the following specifications:

Grab Tensile Strength (ASTM D4632)	290 lb.
Mullin Burst Strength (ASTM D3786)	500 psi
Trapezoid Tearing Strength (ASTM D4533)	113 lb.
Modulus (Load at 10% Elongation) (ASTM D4632)	120 lb.
Apparent Opening Size (ASTM D4751)	40-70 sieve
Permittivity (ASTM D4491)	0.05 sec-1

Soil stabilization fabric shall be Mirafi 600-X, GeoTex 315ST, Carthage Mills FX-66, TerraTex HD, or approved equivalent.

The soil stabilization fabric shall be held in place with wooden stakes driven through the fabric into the subgrade at the beginning and the end of the fabric and at 50 foot intervals. A minimum of three stakes shall be placed across the width of the fabric roll at each interval. The stakes shall be a minimum length of 8-inches and shall be driven at an angle opposite to the direction of pull exerted on the fabric by the paving machine.

Soil stabilization fabric shall be placed over the entire subgrade area.

Quantities of Soil Stabilization Fabric to be paid for shall be computed on the basis of the exact amount of area covered in the field.

13-11.2 Payment: Soil Stabilization Fabric shall be paid for at the contract price per square yard as measured in the field. Payment shall include full compensation for doing all work involved in placing the fabric including root pruning labor, materials, tools and equipment, and no additional allowance will be made therefor.

13-11.3 Subgrade stabilization: shall conform to the details shown on the Project Plans and as specified herein. Subgrade stabilization shall consist of 0.50' excavation and removal of unstable areas in the subgrade, as determined by the Engineer, and replacement with soil stabilization fabric placed on uncompact subgrade and .5' Class 2 aggregate base. The exact locations for subgrade stabilization shall be marked in the field by the Engineer after roadway excavation is complete. Use of an excavator shall be considered an acceptable method of excavation of areas requiring subgrade stabilization. No additional compensation will be made for excavation and

stabilization beyond the limits of the areas marked by the Engineer or for excavation and stabilization of locations other than those marked by the Engineer. Any excavation for subgrade stabilization done by the Contractor to accommodate equipment width beyond the limits of the areas marked by the Engineer shall be at the Contractor's expense.

Prior to placement of soil stabilization fabric, the Contractor shall remove all loose dirt left from excavation operations.

Excavation for Subgrade Stabilization repairs shall not be included in payment for Roadway Excavation.

Payment: Subgrade Stabilization shall be paid for at the contract price per square yard as measured in the field. Price shall include full compensation for doing all work involved in stabilizing the subgrade as specified herein including labor, materials, tools and equipment, excavation, compaction, stabilization fabric and as specified in these Special Provisions or on the Project Plans, and no additional allowance will be made therefor.

The estimated quantity of Subgrade Stabilization is for bidding purposes only. This quantity may be increased, decreased or eliminated in its entirety based on field condition evaluation by the Engineer and no adjustment in the contract bid price or other contract items will be made therefor.

In the event of an increase or a decrease in the amount of the Engineer's Estimated quantity of Subgrade Stabilization, such increase or decrease shall not be considered an alteration in excess of the 25 percent of the contract amount of such items under provisions of Section 4-1.03B of the Standard Specifications and no adjustment of the contract price for Stabilization Fabric and Subgrade Stabilization will be made by reason of such increase or decrease.

13-12. Aggregate Base. Aggregate base shall be Class 2, $\frac{3}{4}$ " maximum gradation, conforming to the provisions in Section 26, "Aggregate Base", of the Caltrans Standard Specifications, the City Standards and these Special Provisions.

Quality Requirements: The minimum sand equivalent shall be 31 for any individual test.

Aggregate base shall be placed in minimum 6 inch lifts. No compaction will be allowed until a full 6-inch lift of Class 2 Aggregate Base has been placed on subgrade and fabric. Equipment will not be allowed on subgrade and fabric at any time.

Payment: Aggregate Base shall be paid for at the contract price per cubic yard, which price shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved in placing aggregate base as specified herein, and no additional allowance will be made therefor.

13-13. Material Recycling. 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 quantity (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.

Full compensation for material recycling as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

13-14. Hot Mix Asphalt.

13-14.1 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.

13-14.2 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.

13-14.3 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.
 - 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.

13-14.4 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.

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.

13-14.5 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 Measure	Test Method	Standard	Requirement
Dispersion Efficiency	Aramid Dispersion State Ratio (ADSR)	Modified ASTM D2172	≥ 85%
Cracking Resistance	Indirect Tensile Strength (IDT)	AASHTO T322 or ASTM D6931	≥ 20% increase
Resistance to Permanent Deformation (Rutting)	Flow Number (FN)	AASHTO TP79	≥ 35% increase

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.

13-14.6 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.

13-14.6.1 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.

13-14.6.2 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.

13-14.6.3 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 $\pm 10\%$ 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
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

13-14.6.4 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.

Payment: Asphalt Concrete Surface shall be paid for at the contract price per ton, which price shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved in placing asphalt concrete surface including tack coat, and no additional allowance will be made therefor.

Payment Adjustment for Price Index Fluctuations: The provisions of this section shall only apply to projects with over 100 tons of asphalt concrete as determined by the sum of the weight certificates of asphalt concrete surface, asphalt concrete base contract items, and asphalt concrete placed as permanent trench paving.

This section applies to asphalt binder contained in materials for pavement structural sections such as HMA placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5% higher or lower than the price index at the time of bid.

The California Statewide Crude Oil Price Index is determined each month on or about the first business day of the month by the City using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, the City determines the index from the remaining posted prices. The City may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the City deducts the amount from the monthly progress payment.

The City includes payment adjustments for price index fluctuations when making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

If the work is not completed within the contract time, payment adjustments during the overrun period are determined using the California Statewide Crude Oil Price Index in effect for the month in which the overrun period began.

If the price index at the time of placement increases:

1. 50% or more over the price index at bid opening, notify the Engineer.
2. 100% or more over the price index at bid opening do not furnish material containing asphalt until the Engineer authorizes you to proceed with that work. The City may decrease Bid item quantities, eliminate Bid items, or terminate the contract.

SUBMITTALS

Before placing material containing asphalt binder, submit the current sales and use tax rate in effect in the tax jurisdiction where the material is to be placed.

Submit certified weight slips for HMA as specified in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

ASPHALT BINDER QUANTITIES

The Engineer calculates the quantity of asphalt binder in HMA using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of virgin asphalt binder used in HMA

$HMATT$ = HMA total tons placed

X_a = Virgin asphalt binder content specified per section 39-2.01 expressed as percentage of the weight of dry aggregate

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within two months during one estimate period, the Engineer calculates two separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the two adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt binder in pavement structural sections.

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u/I_b) - 1.05] \times I_b \times [1 + (T/100)]$ for an increase in the crude oil price index exceeding 5%

$A = [(I_u/I_b) - 0.95] \times I_b \times [1 + (T/100)]$ for a decrease in the crude oil price index exceeding 5%

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

Ib = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred
T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

13-15. 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 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.

13-16. Contaminated Material. Bidder's attention is directed to the fact that the proposed project is located in an area that contains no known subsurface petroleum hydrocarbon contamination.

The contractor shall maintain awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the City immediately upon discovery. Conditions indicative of contamination may be either visual (staining in soil, sheen on water surface) or olfactory (petroleum hydrocarbon odors.)

Upon the discovery of suspected contaminated materials, the Contractor shall immediately provide 40-hour OSHA-HAZWOPER certified workers in the contaminated area. The Contractor shall also provide a field Site Safety Officer that is also an 8-hour OSHA-HAZWOPER Supervisor trained to directly oversee the contaminated materials removal and handling operation. All workers in this circumstance must have their initial and annual renewal refresher training, medical clearance and personal protection equipment in accordance with 8CCR Section 5192.

13-17. Curb, Gutter, Curb Ramps, and Sidewalk. Portland cement concrete curb, gutter, Curb Ramps, valley gutter and sidewalk which are to be installed or reconstructed in accordance with the plans or are damaged by the work shall be constructed in conformance to the City Standard Plans and the State Standard Plans and details shown the plans and as specified herein.

Sidewalk and Curb and Gutter shall be constructed in accordance with City Standard Plan 101 and 102 and in accordance with the applicable provisions of the Standard Specifications and these special provisions. Contractor shall be responsible for replacing all Portland cement concrete surfaces damaged or destroyed by his operations at no additional cost to the City.

Curb Ramps shall be constructed in accordance with State Standard Plan A88A and in accordance with the applicable provisions of the Standard Specifications and these special provisions. Contractor shall be responsible for replacing all Portland cement concrete surfaces damaged or destroyed by his operations at no additional cost to the City.

Valley Gutter shall be constructed in accordance with the details shown on the plans and in accordance with the applicable provisions of the Standard Specifications and these special provisions. Contractor shall be responsible for replacing all Portland cement concrete surfaces damaged or destroyed by his operations at no additional cost to the City.

All concrete which is to be removed from curb and gutter areas shall be removed to the nearest construction joint or as directed by the Engineer. Said joint shall be sawcut to eliminate any defects.

All concrete which is to be removed from sidewalks shall be removed to the nearest transverse score mark across the full width of sidewalk or construction joint as directed by the Engineer. Joints between old and new concrete shall be neat and free of defects. Sawcutting may be required to achieve this effect.

All soft or spongy material shall be removed and replaced with suitable material as required by the Engineer.

Concrete curb, gutter, and sidewalk shall be cured in accordance with the requirements of Section 90-7 of the Standard Specifications except that the Contractor may substitute other than a pigmented sealer upon the approval in writing of such substituted sealer by the Engineer.

All oil, paint, tire marks, and other discoloring shall be removed from the curb and gutter by sandblasting prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting.

Payment: PCC Curb and Gutter and PCC Curb at Sides and back of Curb Ramps shall be paid for at the contract price per linear foot, which price shall include full compensation for furnishing and applying curing materials, forming and constructing curb openings for driveways, removing discoloring, furnishing all labor, materials, tools and equipment and doing all the work involved in constructing curb and gutter complete in place as specified, including furnishing and placing expansion joint filler, constructing weakened plane joints, excavating, and backfilling.

PCC Curb Ramp shall be paid for at the contract price per square foot, which price shall include full compensation for furnishing and applying curing materials, removing discoloring, furnishing all labor, materials, tools and equipment and doing all the work involved in constructing curb ramp complete in place as specified, including furnishing and placing truncated domes expansion joint filler, constructing weakened plane joints, excavating, and backfilling.

PCC Sidewalk shall be paid for at the contract price per square foot, which price shall include full compensation for furnishing and applying curing materials, removing discoloring, furnishing all labor, materials, tools and equipment and doing all the work involved in constructing sidewalk complete in place as specified, including furnishing and placing expansion joint filler, constructing weakened plane joints, excavating, and backfilling.

13-18. 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.

13-19. Soil and Groundwater Disposal.

13-19.1 General: Bidder's attention is directed to the fact that the proposed project is located in an area that contains no known subsurface petroleum hydrocarbon contamination.

The contractor shall maintain awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the City immediately upon discovery. Conditions indicative of contamination may be either visual (staining in soil, sheen on water surface) or olfactory (petroleum hydrocarbon odors.)

Upon the discovery of suspected contaminated materials, the Contractor shall immediately provide 40 hour OSHA-HAZWOPER certified workers in the contaminated area. The Contractor shall also provide a field Site Safety Officer that is also an 8-hour OSHA-HAZWOPER Supervisor trained to directly oversee the contaminated materials removal and handling operation. All workers in this circumstance must have their initial and annual renewal refresher training, medical clearance and personal protection equipment in accordance with 8CCR Section 5192.

13-19.2 Soil: None of the excavated material shall be disposed of on the work site. All material excavated from trenches in the project area shall be the property of the Contractor. Prior to disposal of any excess material from the work site, the Contractor shall submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site. Contractor shall comply with all disposal regulations such as City, County, and/or State permits and license, as may be required.

13-19.3 Water: Groundwater may be encountered during the course of excavation. If it is encountered, the Contractor shall immediately notify the City. The Contractor shall remove all water which accumulates in the excavation during the progress of work until the pipe or other structures are installed and until backfilling has

progressed to a sufficient height to anchor the work against possible flotation or leakage. At all times, the Contractor shall have a minimum of 2 working pumps available for immediate use at all times.

Water accumulated in excavations shall be discharged to the sanitary sewer under the supervision of City staff. Said water shall be disposed of in a manner as to cause no injury to public or private property, or be a menace to public health. Sediment shall be removed from any water to be disposed of, prior to discharge, by placing the pump inlet hose into a sump filled with clean gravel, or a perforated bucket filled with clean gravel. The outlet of the pump shall have a filter sock installed to retain residual sediment.

If any odor, sheen or other visual discrepancy is noted during excavation or discharge, stop pumping and immediately notify the Engineer. Pumped groundwater will not be allowed into any watercourse or storm drain system.

Contractor shall be responsible for constructing, operating and maintaining all necessary features to complete the work including furnishing, installing and maintaining all pumping and other equipment required to dewater any trenches containing water as may be encountered during performance of the work. Dewatering plan for each occurrence shall be approved by the Engineer prior to implementation. At the permanent conclusion of dewatering operations, all dewatering equipment shall be removed from the job site.

Payment: Full compensation for disposal of all excavated material and trenchwater, including, but not limited to, transportation costs and soil disposal fees and providing all necessary equipment and labor (including back-up pumping equipment) shall be considered as included in the contract prices paid for various contract items of work and no additional compensation will be allowed therefor. The City will pay discharge fees for the necessary disposal of trenchwater.

13-20. Relocation of Signs. Existing signs shown on the plans to be relocated shall be relocated or replaced in kind in accordance with City Standard 120, "Street Name & Stop Sign Detail", Section 56, "Signs" of the Standard Specifications and these special provisions.

Payment: Relocation of Signs shall be paid for at the contract unit price each which price shall include full compensation for furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified and no additional compensation will be allowed therefore.

13-21. 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.

13-22. 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.

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 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. shall be paid for at the contract lump sum price which price shall include full compensation for furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified, including

- removal of existing striping and markings,
- furnishing all paint and glass beads,
- thermoplastic pavement marking material,
- tape,
- eradication of existing and temporary traffic stripes,
- temporary traffic stripes and pavement markings,
- replacement of damaged stripes and markings,

and doing all the work involved as herein specified and no additional allowance will be made therefor.

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.

13-23. 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 a 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.

13-24. Pavement Markers. 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.

Existing pavement markers damaged by the work shall be replaced.

Payment: **Pavement markers** shall be considered as included in the contract items paid for various items of work, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing pavement markers.

13-25. Portland Cement Concrete. All Portland cement concrete on this project shall be in accordance with Section 90 of the Amendments to July 2002 Standard Specifications, updated April 30, 2003.

All references to Class "A" concrete and Class "A" PCC in the City Standards and the City Specifications shall be changed to Class 2 concrete in accordance with Section 90 of the Amendments to July 2002 Standard Specifications updated April 30, 2003.

13-26. Adjust Existing Valve Boxes and Manholes to Grade. Existing valve boxes and storm drain and sanitary sewer manhole frames and covers located within the street section shall be adjusted to conform to finished pavement grades.

Contractor shall accurately locate and record the location of existing valve boxes and manholes to be raised to grade and shall furnish the Engineer a copy of said record prior to starting construction.

All sections of valve boxes and grade rings and manhole frames shall be set in cement mortar the same day that the grade rings and frames are placed. Asphalt concrete paving over cement mortar shall be installed by the end of the following calendar day.

All silt and debris shall be removed from valve boxes and manhole frames. This shall include all existing silt and debris plus any material accumulated during the Contractor's operation.

Payment: **Adjusting Existing Valve Boxes and Manholes to Grade** will be paid for at the contract unit price each, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in adjusting valve boxes and manhole frames and covers to grade as herein specified, including:

- required excavation and backfill,
- additional grade rings if required,
- location of existing boxes and covers to be adjusted to grade,
- removing and disposing of silt and debris,
- traffic control,

and no additional allowance will be made therefore. In the event that the Contractor encounters round water utility valve boxes, which must be raised, the Contractor is to contact the City Water Utility to obtain a replacement triangular valve box. The Utility will provide triangular replacements, provided that the Contractor is not required to replace them as part of the contract or due to Contractor damaging them.

13-27. 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 affected 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, that the project streets will be affected by potential detours and street closures, with recommended alternate routes of travel. Through street 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. ***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.***

Payment: Public Notification will be paid for at the contract lump sum price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved with Public Notification as herein specified, and no additional compensation will be allowed therefor.

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.

NOT FOR BIDDING PURPOSES

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 68)
 - 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
- **Fair Employment Practices Certification** (Page 74)
 - Filled out completely per instruction
- **Worker's Compensation Certificate** (Page 75)
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment** (Page 76)
 - Filled out completely per instruction
- **List of Proposed Subcontractors** (Page 77)
 - 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 78)
- **Signature of Bidder** (Page 79)
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond** (Page 80)
 - Filled out completely per instruction
- **Non-Collusion Affidavit** (Page 81)
 - Filled out completely per instruction
 - Notarized
- **Addenda Issued**
 - Signed and Returned

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
2019 STREET RECONSTRUCTION PROJECT**

SPECIFICATION NO. 19-09

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:

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.

NOT FOR BIDDING PURPOSES

NAME OF BIDDER:

SPEC #:

19-09

PROJECT NAME:

2019 STREET RECONSTRUCTION PROJECT

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	TRAFFIC CONTROL	1	LS	\$	\$
2	MOBILIZATION / DEMOBILIZATION	1	LS	\$	\$
3	ROADWAY EXCAVATION	5,525	CY	\$	\$
4	SUBGRADE STABILIZATION	250	SY	\$	\$
5	SOIL STABILIZATION FABRIC	11,051	SY	\$	\$
6	AGGREGATE BASE	3,684	CY	\$	\$
7	ASPHALT CONCRETE FIBER REINFORCED	3,813	TN	\$	\$
8	EDGE GRINDING	8	CY	\$	\$
9	ADJUST MANHOLE TO GRADE	10	EA	\$	\$
10	ADJUST VALVE BOX TO GRADE	26	EA	\$	\$
11	PCC CURB AND GUTTER	230	LF	\$	\$
12	PCC CURB RAMP	1,665	SF	\$	\$
13	PCC SIDEWALK	84	SF	\$	\$
14	PCC CURB AT SIDES AND BACK OF CURB RAMPS	43	LF	\$	\$
15	PCC DRIVEWAY APRON	312	SF	\$	\$
16	REINSTALL / RELOCATE SIGN POSTS	3	EA	\$	\$
17	TRAFFIC STRIPES AND PAVEMENT MARKINGS	1	LS	\$	\$
18	PUBLIC NOTIFICATION	1	LS	\$	\$
19	CONSTRUCTION SURVEYING & STAKING	1	LS	\$	\$

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.

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 RECONSTRUCTION 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.)

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 _____, 20__

Signature of Bidder, with Business Address:

NOT FOR BIDDING PURPOSES

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 PURPOSES

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

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 PURPOSES

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: _____

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 RECONSTRUCTION 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: _____

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 RECONSTRUCTION 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: _____

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 RECONSTRUCTION PROJECT

SPECIFICATION NO. 19-09

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:

Article 1. Work to be Done and Contract Days Allowed.

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 twenty (20) 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

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.

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.

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

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: _____

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)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
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

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)

(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:

(Corporate Surety) Affix
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

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.

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



AGENDA SUMMARY REPORT

SUBJECT: Authorize City Manager to Negotiate and Execute Contract with CivicPlus for Agenda and Meeting Management in the Amount of \$24,450.

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Meeting Management Comparison](#)

[Attachment 2 - CivicPlus Agreement](#)

Summary: The City Council will consider replacing the current program, Granicus, used for agenda preparation and meeting management – including live streaming and archiving of events, with the program CivicPlus.

Background: The City has used the agenda and meeting management services of Granicus since 2010, and their sub-program Peak since 2017. However, the City Clerk's Office has received multiple complaints from staff including the inability to use formatting – bold, italic, underline, bullets, and tables; having to write and review the reports in small fields; and slow maneuvering between fields and views. Additionally, Granicus' customer service has had a fast decline since a merger that they had in recent years, which has resulted in many cities and counties moving to other programs. On several occasions, Granicus' regional equipment has gone down during meetings, resulting in the loss of audio/visual recordings for those specific meetings.

In response, the Clerk's Office has explored agenda and meeting management options, including Municode and CivicPlus. At the time of researching these programs, staff also looked at the promise of an upgrade from

RECOMMENDED ACTION: Authorize City Manager to Negotiate and Execute Contract with CivicPlus for Agenda and Meeting Management in the Amount of \$24,450.

BUDGET AMENDMENT REQUIRED: No

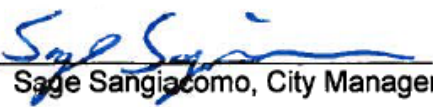
CURRENT BUDGET AMOUNT: City Clerk Software - 10012500.54320; \$38,300

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: City Clerk budget

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager and David Rapport, City Attorney

Approved: 
Sage Sangiacomo, City Manager

Granicus; however, the implementation date for the upgrade has come and gone, and the only improvement is that the write/review field can now be dragged out to a larger size.

Discussion: After reviewing the options (see Attachment 1 for comparisons), Staff is recommending switching our agenda and meeting management program to CivicPlus, which is at a higher level of advancement than the other programs. Although Municode is less expensive, staff is concerned that the program does not have the complexity needed for our agency. Municode operates by using Word to upload to the website, Youtube to display the meeting videos, hyperlinks within the pdf packet as bookmarks (instead of opening documents in other windows), and the program does not have the ability to edit text in the minutes module. Granicus has failed multiple promises for an upgrade to include the formatting capabilities, and has now increased their annual cost of services to \$17,454.

CivicPlus, for an annual cost of \$15,600, provides more components and capabilities than either Municode or Granicus, including formatting features (bold, italic, underline, bullets, tables, etc...); the ability to toggle views to a full screen and/or final formatting page while writing and reviewing the documents; track changes can easily be seen and edited, fully editable minutes (clerk currently creates minutes in Word because Granicus program has been inadequate, but this would save significant staff time); and easily searchable minutes and agendas for both the public and staff (example: <https://www.fostercity.org/agendasandminutes.>)

Staff recommends authorizing the City Manager to negotiate and execute a contract with CivicPlus (Attachment 2) in the amount of \$24,450 (one time cost of \$8,850 to set up program, templates, and training; then annual cost of \$15,600.)

AGENDA MANAGEMENT PROGRAM COMPARISON

COMPANY:		MUNICODE	CIVIC CLERK	GRANICUS
COST		Annual Cost = \$5,000	One Time Cost = \$8,850; Annual Cost = 15,600 (\$24,450 total to get started - includes moving archives over from Granicus)	Annual Cost = \$17,453.93
Comments		Municode is a very simple program that does not appear to have the complexity needed for our agency. Municode utilizes Microsoft Word and YouTube for the agenda and audio/video	This program has all the features that the other programs have, but many more features and capabilities. Additionally, this program manuevres much easier than Granicus/Peak	This is the current program that we use. Granicus had promised an upgrade to fix the many issues that we have been having, but so far have not come through for over six months. Various staff members have expressed complaints in using this program, which has initiated the exploration of options
FEATURES:				
Work Space/Staff Reports		Word from Template - hidden bookmarks, pulls content into fields	Has toggle button to go from small field to full-size page; also has toggle button to view finished staff report	Word - uploaded as an attachment; a cover sheet would just give the title, action, summary, and financial information
Review/Track Changes		In Word before upload, but not in program; or can download/modify/and re-upload; Can use 'Rich Text' to make small edits in uploaded document	Shows all changes that are made, and can easily undo selected changes	No
HTML (bold, underline, italic, bullets, etc... and images		In Word, but not in program	Has all HTML capabilities. Can add images, but images within tables currently have issues; however, an upgrade is expected soon to fix this issue	No
Tables		In Word, but not in program	Yes	No
Workflow/Approval Process		Yes	Yes	Yes
History		Keeps history; also approval cycle history	keeps detailed history with a module that looks like track changes, so that you can see what changes were made	when a change is made, the program shows the whole paragraph that was changed, but doesn't call out the specific changes, leaving the reader to have to compare the before and after paragraphs that are stacked on top of each other, making it difficult to compare
Financial Fields & Ability to Add/Delete Fields		Yes, would keep in header	Can create template to needs	Can create template to needs
Attachments		Will take any formats - will create pdfs automatically and keep native format	Will take any formats - will create pdfs automatically and keep native format	will take any formats, but will not convert to pdfs, which are preferred for easy viewing on individual computers. Staff has been doing the converting, which takes time
Publication Easability		Yes, will put I-frame in website;	Yes - a few button clicks	Yes - a few button clicks
Modification After Publication		Yes	Yes	Yes
View Online		Will insert page to website	Is hosted on Asure with Microsoft, which makes the program more responsive a	Uses Granicus system to host
Agenda - links, recommended actions		The Agenda is just an agenda in Word. Then Word is converted to PDF, hyperlinks (bookmarks) go in for Packet. Recommend to download PDF in Acrobat on individual machine	Yes	Yes
Audio/Video		No - production (mics, cameras, mixers - creating the audio/video; Yes - encoder and streaming through service - they provide interface directly into YouTube	Yes - we purchase encoder	Yes - we purchase encoder
Customer Service:		Yes, live phone support and email support. 8 am to 8 pm pacific time; 24/7 emergency support; Someone will respond within 20 minutes	Clerks from other cities say that they have excellent customer service. 7 am to 7 pm central time; 24/7 emergency support	Customer service has had a sharp decline in the past few years; they are no longer easily accessible during meetings.
Time Stamp on Video		Yes	Yes	Yes
Video Editing Capabilities		They have no video editing, use other programs to edit	Yes	Yes
Archiving		Suggests to not post all content, and produce if there is a PRA. You can look at stats to see how often is accessed by public	Yes	Yes
Moving archives over from Granicus		Best to start archiving our content. They will work with us to pull content as well. Can upload to YouTube for free	They can assist in moving over archives from Granicus site	Wouldn't have to move
Access from Browser - anywhere?		Yes	Yes	Yes
Video of off-site meetings capability		No. We would have to set up separately	They suggested a number of alternative encoders, including one that is used with a laptop, and is downloaded for free	Will continue to have the Portable Encoder
Training		20 to 30 minutes - uses Word, so easy to train; administrator gets more training	1/2 day, up to 4 hours	current program, no training needed
Multiple Templates		Yes	Yes; easy to use/access templates in program	Currently only have one template, additional costs for more templates
Notes		Order of Bus. Primary Meeting - creates templates; then works on other B&Cs; Can do all at once - hard or soft launch. Annual subscription fee - \$5,000 (encoder is not supplied; empic 4 encoder - can use the same as Granicus)	Would need to purchase an encoder that works with Civic Clerk; will cost about \$1,200 - \$1,400	
Reference Cities		Putnam County Board of Commissioners (Eatonton, Georgia), Oroville, Paradise, Yacolt (Washington), Fayetteville (Georgia)	Foster City, Vallejo (Vallejo currently uses Granicus to post meeting agendas, which will be changing to Civic Clerk soon), La Mesa, Woodland, Seaside, Farmersville	Partial list of cities leaving Granicus due to dissatisfaction: Chino Hills, Vallejo, Los Gatos, Coachella, Yountville, Danville, and Oxnard
Board Portal		No	Yes	If you purchase a license for a separate program called iLegislate



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Master Services Agreement:
City of Ukiah

THIS Master Services Agreement (“Agreement”) is agreed to by and between CivicPlus, LLC., d/b/a CivicPlus (“CivicPlus”) and City of Ukiah; (“Client”) (referred to individually as “Party” and jointly as “Parties”) and shall be effective as of the later date of signing indicated at the end of this Agreement (“Effective Date”).

RECITALS

I. WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

II. WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;

III. WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work (“SOW”) between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days’ written notice prior to the SOW renewal date.
3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client’s chosen government management platform and/or services, as defined in the SOW (“Project Development”), shall immediately become due in full.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee.

7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.

9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").

11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.

13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of

any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

Indemnification

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.

18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

Limitation of Liability

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.

23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:

- a. Exhibit A - Statement(s) of Work;
- b. Service Agreement Sales Forms;
- c. Service Agreements previously executed between the Parties; and
- d. Custom Development / Retainer Agreement

28. In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.

29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

Interlocal Purchasing Consent

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

Miscellaneous Provisions

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Please sign and email to Dalton Piecukonis at piecukonis@civicplus.com or fax to

Sign and E-mail the
entire
contract with exhibits to:

<mailto:contracts@civicplus.com>

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager

302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



Master Service Agreement and Statement of Work Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
MSA #22	Each Party's liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.
MSA #23	In no event will either Party be liable to the other Party for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
MSA #24	The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if a Party is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if a Party's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, each Party's liability will be limited to the maximum extent permissible.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Addendum.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-02866-2

Date:

4/29/2019 1:40 PM

Expires On:

7/28/2019

Product:

CivicClerk

Ship To

Kristine Lawler
Ukiah CA - CivicClerk
300 Seminary Avenue
Ukiah, California

Bill To

Ukiah CA - CivicClerk
300 Seminary Avenue
Ukiah, California
United States

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dalton Piecukonis	785-323-4771	piecukonis@civicplus.com		Net 30

Exhibit A.1 - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	CivicClerk- Ultimate Annual Fee	CivicClerk- Ultimate Annual Fee	\$9,600.00
1.00	CivicClerk Design	CivicClerk Design	\$500.00
8.00	CivicClerk Consulting (per hour)	CivicClerk Consulting (per hour)	\$1,600.00
4.00	CivicClerk Configuration	CivicClerk Configuration	\$2,000.00
2.00	Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	\$1,250.00
1.00	CivicClerk PDF File Import (Up to 7,500 Files)	CivicClerk PDF File Import (Up to 7,500 Files)	\$2,500.00
1.00	CP Media Implementation	CP Media Implementation	\$1,000.00
1.00	CP Media Annual - Premium	CP Media Annual - Premium (Unlimited Storage)	\$6,000.00
TOTAL:			\$24,450.00

Total Days of Quote:365

One Time Costs	\$8,850.00
Recurring Costs	\$15,600.00

* Recurring Costs stated herein are based upon the number of days stated above.
Upon renewal of this SOW, the Recurring Costs will reflect a 365 day calendar year.

- Performance and payment under this Statement of Work ("SOW") shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this SOW is hereby attached as Exhibit A.1.

2. This SOW shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 (the sum of the One Time Costs and Implementation Costs) will be invoiced at signing of this SOW.
4. Renewal Term Annual Services (Recurring Costs) shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 3 of service.
5. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, maintaining Services availability 24 hours a day, 7 days a week and responding to Client's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and any critical support requests 24 hours per day, 7 days a week.
6. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted to CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
7. The service(s) are provided on an "as is" basis, and Client's use of the service(s) is at its own risk. CivicPlus does not warrant that the service(s) will be uninterrupted or error-free or unaffected by force majeure events.
8. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

By: _____

Name: _____

Title: _____

Date: _____

CivicPlus

By: _____

Name: _____

Title: _____

Date: _____

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	URL	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact	E-Mail	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Contract Contact	Email	
Phone	Ext.	Fax
Project Contact	Email	
Phone	Ext.	Fax

Addendum 1 to Exhibit A.1 - Project Development Division of Work

Phase 1 – Introduction and Initial Configuration

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
• Complete the implementation questionnaire • Provide Word versions of your agendas and item reports	• Create a production site request and assign a PL request in JIRA • Reach out to Client to explain the Implementation plan • Schedule and conduct a kick-off call with Client, if requested • Once supplied Word versions of the agendas and item reports, configure the templates in the system • Input questionnaire data

Phase 2 – Initial Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
• Be prepared to schedule a call for system review • Provide feedback on any needed changes	• Schedule and conduct a first look call with Client. • Provide any template changes needed to CivicPlus.

Phase 3 – Final Configuration and Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
• Provide a list of users • Provide any additional feedback and changes	• Enter user list with appropriate security settings • Make necessary changes to templates and configuration

Phase 4 – Training

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
• Schedule a presentation for administrator training • Schedule a presentation for end user training	• Schedule and conduct administrator and end user trainings

Phase 5 (As Needed) – Additional Services

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
• Provide Word versions of your most recent minutes • Provide a list of your Board/Council members • Schedule a 30 minute call for minutes training • Schedule a 30 minute call for BoardView training	• Once supplied Word versions of the minutes, configure the templates in the system • Schedule and conduct minutes training • Schedule and conduct BoardView training



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), including the appointment of a City Council Member and City Staff Liaison to Serve on the Executive Board of the Merged Chamber of Commerce, Main Street Program, and Visit Ukiah.

DEPARTMENT: City Council

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - 2019 City Council Special Assignments & Ad Hoc](#)

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications, including consideration of appointing a City Council member and City Staff Liaison to serve on the Executive Board of the merged Chamber of Commerce, Main Street Program, and Visit Ukiah.

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

RECOMMENDED ACTION: Receive report(s) and appoint a City Council member and City Staff Liaison to serve on the Executive Board of the merged Chamber of Commerce, Main Street Program, and Visit Ukiah. 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

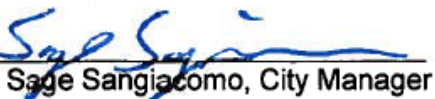
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Mulheren

Approved:


Sage Sangiacomo, City Manager

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.

Staff is recommending that Council appoint a City Council member and City Staff Liaison to serve on the Executive Board of the merged Chamber of Commerce, Main Street Program, and Visit Ukiah.

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	Mulheren/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

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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, smannion@cityofukiah.com
Public Works Project Specification Development	Crane/Mulheren	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Uniform Cost Accounting	Crane/Mulheren	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
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
Cannabis Events	Mulheren/Brown	Tami Bartolomei , Community Services Administraor; 467-5765 tbartolomei@cityofukiah.com
Construction Related ADA Compliance	Scalmanini/Orozco	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Upper Russian River Water Discussions	Crane/Brown	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com

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