



**City Council
Regular Meeting
AGENDA**

(to be held both at the physical and virtual locations below)

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

To participate or view the virtual meeting, go to the following link: <https://zoom.us/j/97199426600>

Or you can call in using your telephone only:

- Call (toll free) 1-888-788-0099
- Enter the Access Code: 971 9942 6600
- To Raise Hand enter *9
- To Speak after being recognized: enter *6 to unmute yourself

Or One tap mobile (for easy connection on smart phones):
US: [+16699009128](tel:+16699009128), [97199426600#](tel:+197199426600) or [+12532158782](tel:+12532158782), [97199426600#](tel:+197199426600)

Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

November 2, 2022 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

3.a. Presentation of the 2022 Ukiah Leadership Academy Graduates.

Recommended Action: Receive presentation regarding the 2022 Ukiah Leadership Academy graduates.

Attachments:

1. 2022 Ukiah Leadership Academy

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

5.a. Approval of the Minutes for the October 19, 2022, Special Meeting.

Recommended Action: Approve the Minutes for the October 19, 2022, Special Meeting.

Attachments:

1. 2022-10-05 Draft Minutes - Special Meeting

- 5.b. Approval of the Minutes for the October 19, 2022, Regular Meeting.

Recommended Action: Approve the Minutes for the October 19, 2022, Regular Meeting.

Attachments:

1. 2022-10-19 Draft Minutes - Regular Meeting

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. Adoption of Resolution Approving the City's Participation in the State's Clean Fuel Reward Program Authorizing the City Manager to Execute the Participating Electric Utility Joinder to the Clean Fuel Reward Program Governance Agreement; and Approval of the Northern California Power Agency as the City's Authorized Initial Representative on the Clean Fuel Reward Program Steering Committee.

Recommended Action: Adopt Resolution approving the City's participation in the State's Clean Fuel Reward Program and authorizing the City Manager to execute the participating Electric Utility Joinder to the Clean Fuel Reward Program Governance Agreement; and approve Northern California Power Agency as the City's authorized initial representative on the Clean Fuel Reward Program Steering Committee.

Attachments:

1. FINAL_CFR Governance Agreement.March 3.2020 with Large EDU Signatures
2. Joinder Agreement
3. Joinder Governance Agreement Resolution

- 7.b. Authorization for the City Manager to Execute a Construction Administration Services Agreement with Mead and Hunt, Inc. for Runway 15-33 Pavement Rehabilitation Phase 2 Construction Contingent on Approval from the FAA, and Approve Corresponding Budget Amendment.

Recommended Action: Authorize the City Manager to Execute a Construction Administration Services Agreement with Mead and Hunt Inc. for Runway 15-33 Pavement Rehabilitation Phase 2 Construction contingent upon the FAA's approval of costs, and approve corresponding budget amendment.

Attachments:

1. Mead & Hunt Contract
2. Independent Fee Estimate

- 7.c. Consideration of Approval of a Budget Amendment for the Ukiah Valley Fire Authority (UVFA) Supplies and Maintenance Accounts.

Recommended Action: Approve amending the budget for an increase of \$7,715 for the Ukiah Valley Fire Authority (UVFA) building maintenance account and \$3,100 for the Ambulance supplies account for residual expenditures meant to be incurred in FY 2021-22.

Attachments: None

- 7.d. Review Landfill Closure Financial Plan Update.

Recommended Action: Receive and file update to the Landfill Closure Financial Plan.

Attachments:

1. Resolution No. 2016-03 - Establishing Funding Closure-Ukiah Solid Waste Disposal

2. Signed Landfill Inflation Form

- 7.e. Approval of Notice of Completion for Wahlund Construction Inc. for the Ford and Orchard Lift Station Replacement, Specification 22-02, and Direct the City Clerk to File the Notice of Completion with the County Recorder.

Recommended Action: Approve Notice of Completion for the Ford and Orchard Lift Station Replacement, Specification 22-02, and direct the City Clerk to file the Notice of Completion with the County Recorder.

Attachments:

1. Approving Staff Report
2. Notice-of-Completion

- 7.f. Report of Additional Amount for New 2023 Ford F-150 (All Electric) Lighting Pro Series Crew Cab, and Approve Corresponding Budget Amendment.

Recommended Action: Receive the report, and approve the requested budget amendment.

Attachments:

1. PO 47870
2. Updated Quote Redwood Ford

- 7.g. Approval of a Second Contract Amendment with GHD Inc. for Professional Engineering Services for a Future Water Storage Tank Siting Study and Analysis, in the Amount of \$20,000.

Recommended Action: Approve a second contract amendment with GHD Inc. **for** professional engineering services **for** a future water storage tank siting study and analysis, in the amount of \$20,000.

Attachments:

1. Contract No. 2021-112
2. Contract No. 2021-112-A1
3. 2022-08-04 Ukiah Tank Siting Study - GHD Proposal

- 7.h. Report of the Acquisition of Two Diesel-Powered Emergency Intertie Pumps From Pac Machine Co. in the Amount of \$294,083.25, and Approve Corresponding Budget Amendment.

Recommended Action: Council will receive a report of the acquisition of two diesel-powered emergency intertie pumps from Pac Machine Co. in the amount of \$294,083.25, and consider approving a corresponding budget amendment.

Attachments:

1. Grant Authorization
2. PO 40111

- 7.i. Approval of Notice of Completion for EIDIM Group, Inc. for the Council Chambers AV Replacement Project, Specification No. 20-09, and Direct the City Clerk to File the Notice of Completion with the County Recorder, and Approve Budget Amendment.

Recommended Action: Approve Notice of Completion for EIDIM Group, Inc. for the Council Chambers AV Replacement Project, Specification No. 20-09, direct the City Clerk to file the Notice of Completion with the County Recorder, and approve budget amendment.

Attachments:

1. Spec 20-09 Council Chambers AV Replacement
2. Change Order #1 - Increase in contract days
3. Change Order #2 - Additional work - Revised
4. Change Order #3 - Additional control programming
5. Notice-of-Completion

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 that is within the subject matter jurisdiction of the City Council, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

9. **COUNCIL REPORTS**

10. **CITY MANAGER/CITY CLERK REPORTS**

11. **PUBLIC HEARINGS (6:15 PM)**

12. **UNFINISHED BUSINESS**

- 12.a. Consideration of Approval of Scope of Work for General Plan Mobility Subconsultant GHD to Expand the City's SB 743 Methodology to Include Multimodal Networks; Approval of Contract Amendment with Mintier Harnish, General Plan Consultants; and Approval of Corresponding Budget Amendment.

Recommended Action: Approve scope of work for General Plan mobility subconsultant GHD to expand the City's SB 743 methodology to include multimodal networks; contract amendment with Mintier Harnish, General Plan consultants; and a corresponding budget amendment.

Attachments:

1. 9-21-22 13a Presentation Given at Meeting
2. Ukiah SB-743 Methodology-10.3.22 GHD memo
3. Ukiah SB-743 Mitigation Proposal_10.21.22
4. Amendment 3- C#1819190 (GHD SB 743)

13. **NEW BUSINESS**

- 13.a. Introduction of an Ordinance, by Title Only, to Adopt the 2022 California Fire Code as Amended.

Recommended Action: Introduce the Ordinance, by title only, amending Division 6, Chapter 3, Articles 1 and and 3, of the Ukiah City Code, entitled: Fire Prevention Code, to adopt the 2022 Edition of the California Fire Code, including additions or amendments, as well as NFPA 1 Chapter 38 thereto to address local conditions.

Attachments:

1. 2022 Fire Code Adoption Ordinance Redline
2. 2022 Fire Code Adoption Ordinance Clean

- 13.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); Including Consideration of Adoption of Resolution Appointed a Member and an Alternate Member to the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGS).

Recommended Action: 1. Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

2. Adopt Resolution appointing a Member and an Alternate Member to the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGS).

Attachments:

1. 2022 City Council Special Assignments
2. Ukiah Valley Basin GSA JPA

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)(2))

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (2 cases)

14.b. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: Roofing & Solar Construction, Inc. v. City of Ukiah et al., Mendocino County Superior Court Case No. 22CV00048

14.c. 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. SCU-K-CVPT-2018-70200

14.d. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: Russian River Keepers et al. v. City of Ukiah, Case No. SCU-K-CVPT-20-74612

14.e. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-190-11

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: Dave Hull

Under Negotiation: Price & Terms of Payment

Recommended Action: None

Attachments: None

14.f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-260-01, 003-500-14

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Eric Crane and Francine Selim

Under Negotiation: Price & Terms of Payment

14.g. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

14.h. Public Employee Performance Evaluation

(Government Code Section 54956)

Title: City Manager

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
Dated: 10/28/22



AGENDA SUMMARY REPORT

SUBJECT: Presentation of the 2022 Ukiah Leadership Academy Graduates.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Sage Sangiacomo, City Manager

ATTACHMENTS:

1. 2022 Ukiah Leadership Academy

Summary: Fourteen City of Ukiah team members have completed the third Ukiah Leadership Academy and will receive Certificates of Completion.

Background: The City Manager is pleased to announce the completion of the 2022 Ukiah Leadership Academy. This innovative program was developed in 2017 as a result of input on the employee satisfaction surveys and to help address the need for succession planning.

Over the course of this year, 14 participants from various departments have attended monthly sessions, culminating in the presentation of their “class project” in the City Council Chambers.

While all City employees have opportunities for technical training related to their specific positions, it can be difficult to obtain the “soft skills” associated with a leadership position. This program seeks to provide that. Attendees heard firsthand from upper management in the organization about topics like navigating communication with the community, the media and the elected officials, leading vs. managing, and more.

The Academy allows the City to develop talent internally and provide additional opportunities for advancement to those team members who have already invested in the agency. It will improve communication between departments and, ultimately, the City’s service to the community.

Each session was held at a different City facility and included a tour of that location. “Homework” projects included practicing agenda summary reports. Each participant selected a topic that would make City operations more efficient in some way, researched that topic, and developed an agenda summary report and a presentation around it. Strong work was done by these team members, and some of these projects may result in actual presentations to Council in the future.

Discussion: The 2022 participants were:

Donald Tubbs, Environmental Lab Technician I
Jason Benson, Senior Civil Engineer
Tom Corning, Patrol Lieutenant
Nick Kirby, Water/Sewer Leadworker
Olga Keough, Finance Controller
Ryan Kriken, Lead Waste Water Treatment Plant Operator
John Corippo, Fire Captain

Sonu Upadhyay, Senior Power Engineer
Steven Oropeza, Senior Building Inspector
Marianne Davison, Senior Recreation Coordinator
Tiffany Breece, Dispatch Supervisor
Tim Mitchell, Senior HR/Management Analyst
Traci Boyd, Senior Management Analyst
Zeb Herinckx, Airport Attendant

The City would like to recognize the achievements of these individuals.

Recommended Action: Receive presentation regarding the 2022 Ukiah Leadership Academy graduates.

BUDGET AMENDMENT REQUIRED: n/a

CURRENT BUDGET AMOUNT: n/a

PROPOSED BUDGET AMOUNT: n/a

FINANCING SOURCE: n/a

PREVIOUS CONTRACT/PURCHASE ORDER NO.: n/a

COORDINATED WITH: Sage Sangiacomo, City Manager and Shannon Riley, Deputy City Manager

Approved: _____


Sage Sangiacomo, City Manager

2022 Ukiah Leadership Academy

Congratulations!

- Donald Tubbs
- Jason Benson
- Tom Corning
- Nick Kirby
- Olga Keough
- Ryan Kriken
- John Corippo
- Sonu Upadhyay
- Steven Oropeza
- Marianne Davison
- Tiffany Breece
- Tim Mitchell
- Traci Boyl
- Zeb Herinckx



**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
Virtual Meeting Link: <https://zoom.us/j/97199426600>
Ukiah, CA 95482
October 5, 2022
6:00 p.m.**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on October 5, 2022, having been legally noticed on September 30, 2022. The meeting was held virtually at the following link: <https://zoom.us/j/97199426600>. Mayor Brown called the meeting to order at 5:01 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Douglas, F. Crane, Mari Rodin, and Jim O. Brown. **Councilmember Absent by Prearrangement:** Josefina Dueñas. **Staff Present:** Shannon Riley, Deputy City Manager; Sage Sangiacomo, City Manager; David Rapport, City Attorney; Sheri Mannion, Human Resources Director/Risk Manager; and Kristine Lawler, City Clerk.

MAYOR BROWN PRESIDING.

The Pledge of Allegiance was led by Councilmember Rodin.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was given.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 5:03 P.M.

3. CLOSED SESSION

a. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d)(2 & 3))

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)(Number of potential cases: 1)

b. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: Roofing & Solar Construction, Inc. v. City of Ukiah et al., Mendocino County Superior Court Case No. 22CV00048

c. 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

d. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: Russian River Keepers et al. v. City of Ukiah, Case No. SCUK-CVPT-20-74612

e. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-190-11

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: Dave Hull

Under Negotiation: Price & Terms of Payment

Recommended Action: None

Attachments: None

f. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-260-01, 003-500-14

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Eric Crane and Francine Selim

Under Negotiation: Price & Terms of Payment

g. **Conference with Labor Negotiator (54957.6)**

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

h. **Public Employee Performance Evaluation**

(Government Code Section 54956)

Title: City Manager

4. **ADJOURNMENT**

There being no further business, the meeting adjourned at 5:55 p.m.

Kristine Lawler, City Clerk

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue, Ukiah, CA 95482
Virtual Meeting Link: <https://zoom.us/j/97199426600>
Ukiah, CA 95482
October 19, 2022
6:00 p.m.

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on October 19, 2022, having been legally noticed on October 14, 2022. The meeting was held in person and virtually at the following link: <https://zoom.us/j/97199426600>. Mayor Brown called the meeting to order at 6:10 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Douglas, F. Crane, Mari Rodin, Josefina Dueñas, and Jim O. Brown. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR BROWN PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Shannon Riley, Deputy City Manager.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

Clerk stated that all communications had been distributed.

5. APPROVAL OF MINUTES

- a. **Approval of the Minutes for the October 5, 2022, Special Meeting.**
- b. **Approval of the Minutes for the October 5, 2022, Regular Meeting.**

Motion/Second: Crane/Orozco to approve Minutes of Special and Regular meetings of October 5, 2022, as submitted. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Report of Disbursements for the Month of August 2022 - *Finance*.
- b. Report of Disbursements for the Month of September 2022 - *Finance*.
- c. Approval of Assignment of Agreement (COU No. 2223-132) for Professional Services to Radian Generation, LLC. for Compliance and Reporting Services of Electric and Hydro Operations, Required by Governmental Agencies – *Electric Utility*.

- d. Adoption of Resolution (2022-68) of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings During a Proclaimed State of Emergency Due to the COVID-19 Pandemic – *City Attorney*.
- e. Report the Purchase (PO No. 48145) of Two 2023 Ford Hybrid Police Interceptor Utility Vehicles from Redwood Ford for the Amount of \$166,540.52, and Approve Corresponding Budget Amendment - *Police*.

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

8. **AUDIENCE COMMENTS ON NON-AGENDA ITEMS**

No public comment was received.

9. **COUNCIL REPORTS**

Presenters: Councilmembers Rodin and Orozco, and Vice Mayor Duenas.

10. **CITY MANAGER/CITY CLERK REPORTS**

Presenters:

- **Pumpkinfest Wrap-up** – Jake Burgess, Community Services Supervisor.
- **LATA (Broadband Infrastructure Planning) Grant Update** – Jim Robbins, Grants Manager.
- **Construction Update** – Tim Eriksen, Public Works Director/City Engineer.
- **Third Leadership Academy** – Sage Sangiacomo, City Manager

11. **PUBLIC HEARINGS (6:15 PM)**

a. **Conduct a Public Hearing to Receive Public Comment, Discuss Final Grantee Performance Under State Community Development Block Grant 20-CDBG-12036, and Adopt a Resolution to Confirm Project Closeout and Full Reimbursement of Grant Expenses from the California Department of Housing and Community Development.**

Presenters: Jim Robbins, Grants Manager and Matthew Keizer, Chief Building Official.

Public Hearing opened at: 6:47 p.m.

No public comment was received.

Public Hearing closed at: 6:48 p.m.

Motion/Second: Crane/Orozco to adopt a resolution (2022-69) acknowledging accomplishments, confirming activity completion, and confirming receipt of grant reimbursement funds from the State. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

b. **Conduct a Public Hearing to Consider Adoption of a Permanent Local Housing Allocation Plan, Adopt a Resolution Approving the Submittal of an Application in Response to the 2022 State Permanent Local Housing Allocation Program NOFA, and Approve Corresponding Budget Amendments if Awarded Funding of the Application.**

Presenters: Jim Robbins, Grants Manager and Craig Schlatter, Community Development Director.

Public Hearing opened at: 6:55 p.m.

No public comment was received.

Public Hearing closed at: 6:55 p.m.

Motion/Second: Crane/Orozco to adopt the PLHA Five-Year Plan; adopt the Resolution (2022-70) authorizing the submittal of an application (COU No. 2223-133) to HCD [State of California Housing and Community Development] for the above activities; and approve corresponding budget amendments if the application is awarded funding. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

12. UNFINISHED BUSINESS

a. Receive and File First Quarter Financial Report.

Presenter: Dan Buffalo, Finance Director.

The report was received.

13. NEW BUSINESS

a. Annual Review and Approval of No Changes to the Existing Fee Schedule for the Ukiah Police Department.

Presenter: Cedric Crook, Interim Police Chief.

Motion/Second: Crane/Orozco to approve no changes to the existing fee schedule for the Ukiah Police Department. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

b. Discussion and Possible Action Regarding the Cancellation of the January 4, 2023, Regular City Council Meeting, with the Option for the Mayor and/or City Manager to Call for a Special Meeting on an Alternate Date if Time Sensitive Business Arises.

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Crane/Rodin to approve the cancellation of the January 4, 2023, Regular City Council Meeting, with the option for the Mayor and/or City Manager to call for a special meeting on an alternate date if time sensitive business arises. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

c. 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).

Presenter: Sage Sangiacomo, City Manager.

Report was received.

d. Adoption of Resolution(s) Approving Successor Memoranda of Understanding Between the City of Ukiah and Employee Bargaining Units, and Authorizing the City Manager to Execute.

Presenter: Sage Sangiacomo, City Manager.

City Clerk, Kristine Lawler, uploaded the resolution with Exhibit A (MOU for Ukiah Police Officers Association) to the website.

Motion/Second: Orozco/Rodin to adopt a Resolution(s) (2022-71) approving successor Memoranda of Understanding (COU No. 2223-134 - Ukiah Police Officers Association) between the City of Ukiah and employee bargaining units, and authorize the City Manager to execute on behalf of the City. Motion **carried** by the following roll call votes: AYES: Orozco, Crane, Rodin, Dueñas, and Brown. NOES: None. ABSENT: None. ABSTAIN: None.

14. **CLOSED SESSION**

a. **Conference with Legal Counsel—Anticipated Litigation**

(Government Code Section 54956.9(d)(2 & 3))Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)(Number of potential cases: 1)

b. **Conference with Legal Counsel – Existing Litigation**

(Government Code Section 54956.9(d)(1))

Name of case: Roofing & Solar Construction, Inc. v. City of Ukiah et al., Mendocino County Superior Court Case No. 22CV00048

c. **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. SCU-K-CVPT-2018-70200

d. **Conference with Legal Counsel – Existing Litigation**

(Government Code Section 54956.9(d)(1))

Name of case: Russian River Keepers et al. v. City of Ukiah, Case No. SCU-K-CVPT-20-74612

e. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-190-11

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: Dave Hull

Under Negotiation: Price & Terms of Payment

f. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-260-01, 003-500-14

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Eric Crane and Francine Selim

Under Negotiation: Price & Terms of Payment

g. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-140-54 & 52

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: JBT Investments LLC

Under Negotiation: Price & Terms of Donation

h. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-140-53

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: Marideto LLC

Under Negotiation: Price & Terms of Donation

i. **Conference with Labor Negotiator (54957.6)**

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

j. **Public Employee Performance Evaluation**

(Government Code Section 54956)

Title: City Manager

Closed Session was held during the prior Special Meeting at 5:00 p.m. No report out was received; direction was given to Staff.

15. **ADJOURNMENT**

There being no further business, the meeting adjourned at 7:15 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Approving the City's Participation in the State's Clean Fuel Reward Program Authorizing the City Manager to Execute the Participating Electric Utility Joinder to the Clean Fuel Reward Program Governance Agreement; and Approval of the Northern California Power Agency as the City's Authorized Initial Representative on the Clean Fuel Reward Program Steering Committee.

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers, Electric Utility Director

PRESENTER: Cindy Sauers, Electric Utility Director

ATTACHMENTS:

1. FINAL_CFR Governance Agreement.March 3.2020 with Large EDU Signatures
2. Joinder Agreement
3. Joinder Governance Agreement Resolution

Summary: Council will consider adoption of a Resolution approving the City's participation in the State's Clean Fuel Reward Program and authorizing the City Manager to execute the participating Electric Distribution Utility Joinder to the Clean Fuel Reward (CFR) Governance Agreement (Attachment 1); and will consider approval of the Northern California Power Agency (NCPA) as the City's authorized initial representative on the Clean Fuel Reward Program Steering Committee.

Background: The Clean Fuel Reward (CFR) program is a statewide point of purchase cash rebate program for electric vehicles (EVs), required by the state's Low Carbon Fuel Standard (LCFS) regulation. This rebate is available at any participating car dealership within the state and is funded entirely by a percentage of utilities' LCFS credits earned from residential EV charging. Utilities participating in the LCFS program, including Ukiah, are required to enter into the CFR Governance Agreement before December 31, 2022, and comply with the CFR Program's regulatory requirements. Additionally, as a participating electrical utility, Ukiah is required to deposit \$5,125, which is Ukiah's pro rata share of funding, to provide initial rebates for the program by January 31, 2023. The funds will come from the sale of Ukiah Electric's LCFS credits.

The California Air Resources Board (CARB) developed the LCFS program in compliance with AB 32 (the Global Warming Solutions Act of 2006) to reduce the carbon intensity of transportation fuels used in California by 10% by 2020 and 20% by 2030. Under the LCFS program, providers of alternate fuels generate credits that can be sold to producers of traditional fossil fuels, helping those entities meet AB32 emission reduction requirements. Electric Utilities that provide electricity to charge EVs, as Ukiah does, are eligible to receive LCFS credits based on the number of EVs in their service territory.

As a small utility, the CFR Governance Agreement requires Ukiah to contribute 2% per year of its LCFS program funds to the CFR program to fund EV rebates starting in 2023.

Discussion: In September 2018, CARB adopted amendments to the LCFS regulation creating a new statewide, electric utility run point of purchase vehicle purchase CFR program funded exclusively by LCFS credit revenue. CARB instituted these regulatory amendments to accelerate electric vehicle adoption in an effort to support the state's greenhouse gas (GHG) reduction goals. Utilities, automakers, CARB and the California Public Utilities Commission (CPUC) engaged in a collaborative process to implement the regulation by developing a statewide point of purchase reward program with the goals of achieving equity for all electric vehicle customers and making it seamless for customers to claim the rebate. Ukiah was represented by

NCPA in this process. The CPUC authorized Southern California Edison (SCE) to serve as the initial, short-term administrator for the CFR program, and directed the CFR Steering Committee and CARB to engage a longer-term replacement administrator. Participation requires the execution of the Participating Electric Distribution Utility Joinder (Attachment 2).

In 2022, the CFR program was paused; however, it is anticipated that CARB will restart the program in 2023. If the program is not restarted, the monies will be directed back to the funding utilities. Despite the pause in the program, utilities are still required to deposit the initial pro rata share in order to continue to participate in the LCFS program. Proceeds from the sale of the LCFS credits will help fund projects that promote GHG reduction. An additional requirement of the regulation is that 30% of credits must be set aside and used for equity programs and projects.

Staff recommends adopting Resolution (Attachment 3) approving the City's participation in the States Clean Fuel Reward Program, and authorizing the City Manager to execute the participating Electric Utility Joinder; and approve Northern California Power Agency as the City's authorized initial representative on the Clean Fuel Reward Program Steering Committee.

Recommended Action: Adopt Resolution approving the City's participation in the State's Clean Fuel Reward Program and authorizing the City Manager to execute the participating Electric Utility Joinder to the Clean Fuel Reward Program Governance Agreement; and approve Northern California Power Agency as the City's authorized initial representative on the Clean Fuel Reward Program Steering Committee.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: LCFS Credit Sale

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

**CLEAN FUEL REWARD PROGRAM
GOVERNANCE AGREEMENT
BY AND AMONG
PACIFIC GAS AND ELECTRIC COMPANY
SAN DIEGO GAS & ELECTRIC COMPANY
SOUTHERN CALIFORNIA EDISON COMPANY
LOS ANGELES DEPARTMENT OF WATER & POWER
SACRAMENTO MUNICIPAL UTILITY DISTRICT
AND
THE OTHER ELECTRIC DISTRIBUTION UTILITIES PARTY HERETO
DATED AS OF [·], 2019**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 CERTAIN DEFINITIONS	3
1.1. Defined Terms	3
1.2. Construction.....	10
ARTICLE 2 FORMATION OF CFR PROGRAM	11
2.1. Governance Agreement	11
2.2. EDU Participation.....	11
ARTICLE 3 ADMINISTRATION OF CFR PROGRAM.....	11
3.1. SCE Appointment as Initial Program Administrator and Agent.	11
3.2. Program Administrator Authority.....	12
3.3. Steering Committee.	13
3.4. Advisory Committee.....	20
3.5. Duties	20
ARTICLE 4 SOLICITATION PROCESS.....	21
4.1. Solicitation	21
4.2. Program Implementer(s)	22
4.3. Financial Institution.	23
4.4. Program Auditor	27
4.5. Program Implementer Qualifications.....	28
ARTICLE 5 CFR PROGRAM EXPENSES; COST SHARING; LAUNCH.....	29
5.1. Program Administrator Expenses	29
5.2. Payment/Reimbursement of Administrative Expenses.....	30
5.3. Start-Up Funding	31
5.4. Periodic Funding Requirements.....	32
5.5. CFR Program Commencement.....	34
ARTICLE 6 APPROVAL AND PAYMENT OF INVOICES.....	35
6.1. Implementer Invoices.....	35
6.2. Program Administrator Invoices.....	35
6.3. Reward Amount Payments	36

TABLE OF CONTENTS
(Continued)

	<u>Page</u>
ARTICLE 7 RELEASE, COVENANT NOT TO SUE, INSURANCE AND INDEMNIFICATION.....	36
7.1. Release and Waiver.....	36
7.2. Covenant Not To Sue.....	38
7.3. Effect of Release and Covenant Not to Sue.....	38
7.4. Insurance.....	39
7.5. Indemnification.....	40
7.6. Maximum Liability.....	42
7.7. Savings.....	42
7.8. New Program Administrator; Amendment.....	42
7.9. Survival.....	43
ARTICLE 8 PROGRAM MATERIALS; PUBLIC ANNOUNCEMENTS.....	44
8.1. Ownership of Program Materials.....	44
8.2. Public Announcements.....	44
ARTICLE 9 PROGRAM TERM; TERMINATION; WITHDRAWAL.....	45
9.1. Term.....	45
9.2. Withdrawal by a Party.....	46
9.3. Removal of a Party.....	47
ARTICLE 10 MISCELLANEOUS.....	48
10.1. Governing Law; Waiver of Jury Trial.....	48
10.2. Use of Name or Endorsements.....	48
10.3. Damages Limitation.....	48
10.4. Survival.....	49
10.5. Headings.....	49
10.6. Severability.....	49
10.7. Amendments.....	49
10.8. Assignment.....	50
10.9. Dispute Resolution.....	50

TABLE OF CONTENTS
(Continued)

	<u>Page</u>
10.10. No Third Party Beneficiaries.	51
10.11. Independent Parties.	51
10.12. Counterparts.	51
10.13. Full Performance Required.	51
10.14. Notices.	51
10.15. Construction.	52
10.16. Time of Essence.	52
10.17. Specific Performance.	52
10.18. Legal Matters.	53
10.19. Entire Agreement.	53
10.20. Representations by the Parties.	54

Draft Rev 8.

CLEAN FUEL REWARD PROGRAM

GOVERNANCE AGREEMENT

This Governance Agreement (“**Agreement**”) is made and entered into effective as of [MONTH ##], 2019 (the “**Effective Date**”), by and among Pacific Gas and Electric Company (“**PG&E**”), San Diego Gas & Electric Company (“**SDG&E**”), Southern California Edison Company (“**SCE**”), Los Angeles Department of Water & Power (“**LADWP**”), Sacramento Municipal Utility District (“**SMUD**”), and the other electric distribution utilities that may become a Party hereto during the term of the Agreement.

RECITALS

WHEREAS, the Low Carbon Fuel Standard (“**LCFS**”) regulation of the California Air Resources Board (“**CARB**”) (as may be amended from time to time, the “**LCFS Regulation**”) provides for the issuance of “base” credits for residential electric vehicle charging (“**LCFS Base Credits**”) to electric distribution utilities (“**EDUs**”) that participate in the LCFS program, each quarter;¹ and

WHEREAS, on September 27, 2018, CARB adopted amendments to the LCFS Regulation mandating the development and implementation of a statewide, common-design, EDU-run program to reduce the price of purchased and leased light-duty, zero emission, plug-in electric and electric hybrid vehicles (“**ZEVs**”) at the point of sale that is funded by EDUs’ LCFS Base Credit revenues that are assigned to the statewide program according to provisions in California Code of Regulations Title 13 sections 95481 and section 95483(c), and the Parties (as defined in Section 1.1 below) have agreed that the name for this program shall be the *Clean Fuel Reward Program* (“**CFR Program**”); and

WHEREAS, CARB’s amended LCFS Regulation² requires that the CFR Program be (i) initiated through the investor-owned utilities (“**IOUs**”), publicly-owned utilities (“**POUs**”) and electric cooperatives (“**COOPs**”) participating in the CFR Program, and (ii) funded by the EDUs with revenue from the sale of LCFS Base Credits pursuant to mandatory EDU contributions of such LCFS Base Credit revenue to the CFR Program in accordance with the minimum percentage amounts determined by EDU-size³ set forth in the LCFS Regulation (“**EDU Contributions**”); and

WHEREAS, the Parties hereby agree to establish and fund the CFR Program, per the direction of CARB, in an effort to accelerate the progress towards achieving the state and

¹ See California Code of Regulations Title 13 sections 95480, *et seq.*

² See September 27, 2018 CARB Resolution 18-34 available at: <https://www.arb.ca.gov/regact/2018/lcfs18/finalres18-34.pdf>

³ Participating EDUs’ minimum percentages of LCFS Credit Revenue that must be contributed to the CFR Program pursuant to the LCFS Regulations are set forth in Appendix A.

national clean energy and environmental policies through the execution of this Agreement in compliance with CARB's directives, including but not limited to implementation of a sliding-scale incentive program based on the ZEV's all-electric operating range and equity for all customers; and

WHEREAS, the Parties recognized that in order to develop and implement the CFR Program in a timely manner to support accelerating ZEV market adoption in California, one of the EDUs needs to serve as the initial administrator of the CFR Program through the start-up process and early stages of the CFR Program; and

WHEREAS, in the absence of another EDU volunteer to serve as the initial administrator, SCE agreed to serve in such role on a short term basis provided that the California Public Utilities Commission ("CPUC") directed and CARB has authorized SCE to do so, and the other EDUs agree to have SCE serve in such capacity subject to SCE's receipt of the CPUC's direction and CARB's authorization to do so; and

WHEREAS, SCE filed Advice Letter #AL 3982-E with the CPUC on April 2, 2019 (the "**Advice Letter**") to request the CPUC to authorize and direct SCE to serve as the initial short-term administrator of the CFR Program and to effect SCE's proposed implementation plan for the CFR Program on the terms and conditions set forth in the Advice Letter; and

WHEREAS, on August 15, 2019, the CPUC issued Resolution E-5015 adopting and approving the Advice Letter and SCE's proposed implementation plan for the CFR Program, subject to certain modifications set forth in such Resolution (the "**CPUC Approval**"); and

WHEREAS, on [REDACTED], 2019, CARB authorized and directed that the CFR Program be administered pursuant to this Governance Agreement and found that this Governance Agreement is in the public interest, is made for the public purposes stated in the LCFS Regulation, and is consistent with the LCFS Regulation (the "**CARB Authorization**"); and

WHEREAS, the Parties have agreed to appoint SCE as the initial administrator of the CFR Program consistent with the terms and conditions set forth in the Advice Letter, the CPUC Approval, the CARB Authorization, and this Agreement in order to expedite the implementation of the CFR Program for the benefit of the EDUs, CARB, and the State of California; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the rights, powers, duties, obligations, and liabilities of the Parties concerning the conduct, operation, administration and funding of the CFR Program and any fees, costs, expenses and liabilities arising from the administration of the CFR Program by SCE as the Program Administrator, including those arising under this Agreement or any agreement entered into by SCE in connection with its role as the Program Administrator of the CFR Program, in each case pursuant to the terms and conditions of this Agreement; and

WHEREAS, each of the Large EDUs has executed and delivered this Agreement to one another on or before the Effective Date, and each additional Participating EDU who becomes a Party after the Effective Date shall execute and deliver a joinder to this Agreement pursuant to the provisions of Section 2.2 below.

NOW THEREFORE, in consideration of the mutual covenants, purposes and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 CERTAIN DEFINITIONS

1.1. Defined Terms. As used in this Agreement, the following capitalized terms shall have the respective meanings specified in this Section 1.1.

- (a) **“Accounts”** has the meaning set forth in Section 4.3(b).
- (b) **“Additional LCFS Revenue Payments”** has the meaning set forth in Section 9.1(b)(ii).
- (c) **“Administrative Expenses”** has the meaning set forth in Section 5.1.
- (d) **“Advice Letter”** has the meaning set forth in the Recitals.
- (e) **“Advisory Committee”** has the meaning set forth in Section 3.4.
- (f) **“Affiliate”** means, with respect to any Person, any other Person controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control,” when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have correlative meanings.
- (g) **“Agreement”** has the meaning set forth in the preamble.
- (h) **“Alternates”** has the meaning set forth in Section 3.3(c).
- (i) **“Annual Program Funds Amount”** means the total EDU Contributions deposited by all of the Participating EDUs during each calendar year following the Initial Funding Date, plus all interest and earnings thereon regardless of the Account in which such funds are held from time to time, during such calendar year.
- (j) **“Bond”** has the meaning set forth in Section 7.4.
- (k) **“CARB”** has the meaning set forth in the Recitals.
- (l) **“CARB Authorization”** has the meaning set forth in the Recitals.
- (m) **“CARB Representative”** has the meaning set forth in Section 3.3(a).
- (n) **“CFR Program”** has the meaning set forth in the Recitals.

(o) **“Claim”** or **“Claims”** means any and all actions, causes of action, complaints, charges, claims, costs, damages, deficiencies, demands, expenses, fees, indebtedness, injuries, interest, judgments, liabilities, losses, obligations, orders, penalties, remedies, suits, sums of money, Taxes, and torts, of whatever kind or character, whether in law, equity or otherwise, direct or indirect, fixed or contingent, foreseeable or unforeseeable, liquidated or unliquidated, known or unknown, matured or unmatured, absolute or contingent, determined or determinable.

(p) **“Collective Deposit Account”** has the meaning set forth in Section 4.3(b)(ii).

(q) **“Contribution Percentage”** means, with respect to any Party at any time, the resulting percentage determined by multiplying 100 by a fraction, the numerator of which shall be the amount of such Party’s Initial EDU Contribution, and the denominator of which shall be the aggregate total of shares all Initial EDU Contributions made by all Parties (including any former Parties) at such time. In calculating the respective Contribution Percentages of the Parties at an time, in the event that a court or arbitrator of competent jurisdiction has determined that any Party is released or excused from its obligation to pay, or is otherwise unable or not required to pay, its Contribution Percentage of any Indemnified Claim, then such Party’s Initial EDU Contribution shall be excluded from the denominator for purposes of calculating the respective Contribution Percentages with respect to such Indemnified Claim as well as to any Indemnified Claim thereafter to which such exclusion would be applicable according to such court or arbitral order or determination.

(r) **“COOPs”** has the meaning set forth in the Recitals.

(s) **“Covenant Not to Sue”** has the meaning set forth in Section 7.3(a).

(t) **“Covered Person”** has the meaning set forth in Section 3.5(a).

(u) **“CPUC”** has the meaning set forth in the Recitals.

(v) **“CPUC Approval”** has the meaning set forth in the Recitals.

(w) **“Deposit Account”** means any Collective Deposit and any Individual Deposit Account.

(x) **“Designated Account Holder”** means any Governmental Authority (including, for the avoidance of doubt, a POU) or not for profit entity that is identified and selected by the Program Administrator and the Steering Committee to hold the Program Funds Account pursuant to Section 4.3(b)(i) or any Collective Deposit Account pursuant to Section 4.3(b)(ii).

(y) **“Disbursement Account”** has the meaning set forth in Section 4.3(c).

(z) **“Earmarked Credits”** means any LCFS Base Credits that are deposited into any EDU’s LCFS balancing account by CARB at any time on or after the Final CPUC Approval Date.

(aa) **“EDU Contribution Account”** means, when used with respect to any Participating EDU at any time and from time to time, (i) if a Program Funds Account has been established and is being maintained at such time, the Program Funds Account, or (ii) if there is no Program Funds Account at such time, then either the Collective Deposit Account or the Individual Deposit Account for such Participating EDU into which such Participating EDU is instructed to make its EDU Contributions at such time in accordance with the instructions of the Program Administrator.

(bb) **“EDU Contributions”** has the meaning set forth in the Recitals.

(cc) **“EDUs”** has the meaning set forth in the Recitals.

(dd) **“Effective Date”** has the meaning set forth in preamble.

(ee) **“Excess Party”** has the meaning set forth in the Section 7.5(b)(iii).

(ff) **“FDIC”** means the Federal Deposit Insurance Corporation.

(gg) **“Final CPUC Approval Date”** the first date on which each of the following approvals from the CPUC shall have been received: (i) the CPUC Approval, (ii) the CPUC’s approval of the advice letter submitted by PG&E for approval to enter into this Agreement, and (iii) the CPUC’s approval of the advice letter submitted by SDG&E for approval to enter into this Agreement.

(hh) **“Financial Institution”** has the meaning set forth in Section 4.1(a).

(ii) **“Governmental Authority”** means the United States, or any state, county, city, municipal, territory, possession, foreign or other governmental or quasi-governmental entity or authority of any nature, including any courts, departments, commissions, boards, bureaus, agencies or other instrumentalities of any of the foregoing.

(jj) **“Holdback Funds”** has the meaning set forth in the Section 7.5(b)(iii).

(kk) **“Imaged Agreement”** has the meaning set forth in Section 10.19.

(ll) **“Implementer”** has the meaning set forth in Section 3.2(a).

(mm) **“Indemnified Claim”** means (i) when used in connection with the SCE Indemnified Persons, the SCE Indemnified Claims, and (ii) when used in connection with the Steering Committee Indemnified Persons, the Steering Committee Indemnified Claims.

(nn) **“Indemnified Persons”** means any of the SCE Indemnified Persons and the Steering Committee Indemnified Persons, each an **“Indemnified Person”**.

(oo) **“Individual Deposit Account”** has the meaning set forth in Section 4.3(b)(iii).

- (pp) **“Individual Deposit Account Agreement”** has the meaning set forth in Section 4.3(b)(iii).
- (qq) **“Initial EDU Contributions”** has the meaning set forth in Section 5.3.
- (rr) **“Initial Funding Date”** has the meaning set forth in Section 5.3.
- (ss) **“Invoice Subcommittee”** has the meaning set forth in Section 3.3(e).
- (tt) **“IOUs”** has the meaning set forth in the Recitals.
- (uu) **“Joinder”** has the meaning set forth in Section 2.2.
- (vv) **“LADWP”** has the meaning set forth in the preamble.
- (ww) **“Large EDU Members”** has the meaning set forth in Section 3.3(a).
- (xx) **“Large EDUs”** means PG&E, SDG&E, SCE, LADWP, and SMUD, each a **“Large EDU”**.
- (yy) **“Law Firms”** has the meaning set forth in Section 10.18.
- (zz) **“LCFS”** has the meaning set forth in the Recitals.
- (aaa) **“LCFS Base Credits”** has the meaning set forth in the Recitals.
- (bbb) **“LCFS Credit Revenue”** means the aggregate gross revenue received by any EDU at any time from the sale, transfer or other disposition of Earmarked Credits.
- (ccc) **“LCFS Non-Base Credit Revenue”** has the meaning set forth in the Section 7.5(b)(iii).
- (ddd) **“LCFS Regulation”** has the meaning set forth in the Recitals.
- (eee) **“Liability Reserve”** has the meaning set forth in Section 4.3(e).
- (fff) **“Master Account Agreement”** has the meaning set forth in Section 4.3(b).
- (ggg) **“Member”** has the meaning set forth in Section 3.3(a).
- (hhh) **“ME&O”** has the meaning set forth in Section 4.2(a).
- (iii) **“NCPA”** means the Northern California Power Agency.
- (jjj) **“Northern EDU Majority Vote”** has the meaning set forth in Section 3.3(a).
- (kkk) **“Northern EDU Member”** has the meaning set forth in Section 3.3(a).

(lll) **“Northern EDUs”** means any EDU listed as a Northern EDU on Schedule 1.1 hereto, as such Schedule may be amended from time to time hereafter; provided that in no event shall any Large EDU ever be listed as or deemed to be a Northern EDU.

(mmm) **“Operating Reserve”** has the meaning set forth in Section 4.3(e).

(nnn) **“PA Representative”** has the meaning set forth in Section 3.3(a).

(ooo) **“Participating EDU”** means any EDU that has (i) become a Party to this Agreement by either (A) executing and delivering a duly executed signature page to this Agreement to the other Parties on or prior to the Effective Date, or (B) executing and delivering a duly executed Joinder to this Agreement to the Program Administrator in accordance with the provisions of Section 2.2 following the Effective Date, and (ii) not withdrawn as a Party pursuant to Section 9.2 or been removed as Party pursuant to Section 9.3.

(ppp) **“Participating Northern EDU”** has the meaning set forth in Section 3.3(a).

(qqq) **“Participating Southern EDU”** has the meaning set forth in Section 3.3(a).

(rrr) **“Party”** means any entity that is a signatory to this Agreement as set forth on the signature pages hereto or that hereafter becomes a party to this Agreement by executing and delivering a duly executed Joinder to this Agreement to the Program Administrator in accordance with the provisions of Section 2.2 following the Effective Date, which entities are referred to collectively, as the **“Parties”**. For the avoidance of doubt, unless and until an entity that is not an EDU becomes a Party to this Agreement, each Party is a Participating EDU, and vice versa, and the terms may be used interchangeably.

(sss) **“Percentage Target”** has the meaning set forth in Section 5.2.

(ttt) **“Person”** means an individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, unincorporated organization, association, organization or other entity or form of business enterprise or Governmental Authority.

(uuu) **“PG&E”** has the meaning set forth in the preamble.

(vvv) **“Policy”** has the meaning set forth in Section 7.4.

(www) **“POU”** has the meaning set forth in the Recitals.

(xxx) **“Program Administrator”** means SCE in its capacity as program administrator and administrative agent for the Parties with respect to the CFR Program for the term set forth in Section 3.1(b), or any successor Program Administrator appointed following the end of SCE’s term as Program Administrator in accordance with the provisions of Section 3.1(c) or any amendment to this Agreement entered into pursuant to the provisions thereof.

- (yyy) **“Program Agreement”** has the meaning set forth in Section 3.1(a).
- (zzz) **“Program Auditor”** has the meaning set forth in Section 4.1(a).
- (aaaa) **“Program Funds”** has the meaning set forth in Section 4.3(a).
- (bbbb) **“Program Funds Account”** has the meaning set forth in Section 4.3(b)(i).
- (cccc) **“Program Implementer”** has the meaning set forth in Section 4.1(a).
- (dddd) **“Program Implementer Representatives”** has the meaning set forth in Section 4.5(a).
- (eeee) **“Program Launch Date”** has the meaning set forth in Section 5.5.
- (ffff) **“Program Legal Matters”** has the meaning set forth in Section 10.18.
- (gggg) **“Program Material”** has the meaning set forth in Section 8.1.
- (hhhh) **“Related Entities”** has the meaning set forth in Section 7.1(a).
- (iii) **“Release”** has the meaning set forth in Section 7.1(b).
- (jjj) **“Released Claims”** means (i) when used in connection with the SCE Released Parties, the SCE Released Claims, and (ii) when used in connection with the Steering Committee Released Parties, the Steering Committee Released Claims.
- (kkkk) **“Released Parties”** means any of the SCE Released Parties and the Steering Committee Released Parties, each a **“Released Party”**.
- (lll) **“Remaining Liabilities”** has the meaning set forth in Section 9.1(b).
- (mmmm) **“Removal Vote”** has the meaning set forth in Section 9.3(a).
- (nnnn) **“Representative”** means, with respect to a particular Person, any director, member, partner, officer, employee, agent, consultant, advisor or other representative of such Person, including outside legal counsel, accountants and financial advisors; provided that in no event shall any Implementer, any other vendor or contractor retained by the Program Administrator on behalf of the CFR Program, or any of their respective Representatives be, or be deemed to be, a Representative of the Program Administrator or of any Participating EDU.
- (oooo) **“Required Percentage”** has the meaning set forth in Section 5.4.
- (pppp) **“Reserve Amounts”** means the aggregate amounts of Program Funds maintained at any time, and from time to time, in the Liability Reserve and the Operating Reserve.
- (qqqq) **“Reward Amount”** has the meaning set forth in Section 3.3(d)(iii).

(rrrr) **"RFI"** has the meaning set forth in Section 3.2(a).

(ssss) **"RFP"** has the meaning set forth in Section 3.2(a).

(tttt) **"SCE"** has the meaning set forth in the preamble.

(uuuu) **"SCE Indemnified Claim"** has the meaning set forth in Section 7.5(a)(i).

(vvvv) **"SCE Indemnified Person(s)"** has the meaning set forth in Section 7.5(a)(i).

(wwwv) **"SCE Released Claims"** has the meaning set forth in Section 7.1(a)(i).

(xxxx) **"SCE Released Part(y/ies)"** has the meaning set forth in Section 7.1(a)(i).

(yyyy) **"SDG&E"** has the meaning set forth in the preamble.

(zzzz) **"Shortfall Indemnity Termination Date"** has the meaning set forth in Section 7.9.

(aaaaa) **"Shortfall Party"** has the meaning set forth in the Section 7.5(b)(iii).

(bbbbb) **"Shortfall Payments"** has the meaning set forth in Section 9.1(b)(i).

(ccccc) **"Small EDU Members"** means the Northern EDU Member and the Southern EDU Member, each a **"Small EDU Member"**.

(ddddd) **"SMUD"** has the meaning set forth in the preamble.

(eeee) **"Southern EDU Member"** has the meaning set forth in Section 3.3(a).

(ffff) **"Southern EDUs"** means any EDU listed as a Southern EDU on Schedule 1.1 hereto, as such Schedule may be amended from time to time hereafter; provided that in no event shall any Large EDU ever be listed as or deemed to be a Southern EDU.

(ggggg) **"Southern EDU Supermajority Vote"** has the meaning set forth in Section 3.3(a).

(hhhhh) **"Steering Committee"** has the meaning set forth in Section 3.3(a).

(iiii) **"Steering Committee Indemnified Claim"** has the meaning set forth in Section 7.5(a)(ii).

(jjjj) **"Steering Committee Indemnified Person(s)"** has the meaning set forth in Section 7.5(a)(ii).

(kkkkk) **“Steering Committee Released Claims”** has the meaning set forth in Section 7.1(a)(ii).

(lllll) **“Steering Committee Released Part(y/ies)”** has the meaning set forth in Section 7.1(a)(ii).

(mmmmm) **“Tax” or “Taxes”** means any and all taxes, assessments, charges, duties, fees, levies, imposts or other governmental charges, including all federal, state, local or non-U.S. income taxes (including any tax on or based upon net income, gross income, or income as specially defined, or earnings, profits, or selected items of income, earnings or profits) and all gross receipts, payroll, employment, excise, severance, stamp, occupation, premium, environmental, customs duties, capital stock, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, ad valorem, transfer, service, franchise, license, windfall profits taxes, estimated, alternative or add-in minimum taxes and any other taxes of any kind whatsoever (whether or not requiring the filing of a Tax Return), together with any interest and any penalties and additions to tax.

(nnnnn) **“Tax Return”** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedules and amendments thereof.

(ooooo) **“Third Party Program Administrator”** means any successor Program Administrator appointed at any time following the end of SCE’s term as Program Administrator, in accordance with the provisions of Section 3.1(c) or any amendment to this Agreement entered into pursuant to the provisions thereof, that is not also a Participating EDU hereunder.

(ppppp) **“TOU”** has the meaning set forth in Section 4.2(b).

(qqqqq) **“Withdrawing Notice”** has the meaning set forth in Section 9.2(a).

(rrrrr) **“ZEVs”** has the meaning set forth in the Recitals.

1.2. Construction. As used herein, unless the context of this Agreement otherwise requires, (a) all references to Sections, Articles, Schedules or Exhibits are to Sections, Articles, Schedules or Exhibits of this Agreement; (b) each accounting term has the meaning assigned to it in accordance with GAAP; (c) words of any gender include each other gender; (d) words using the singular or plural number also include the plural or singular number, respectively; (e) the terms “hereof,” “herein,” “hereby,” “hereto” and derivative or similar words refer to this entire Agreement; (f) the word “including” shall mean “including, without limitation”; (g) the word “or” shall be used in the inclusive sense of “and/or” and not exclusive; (h) each reference to “\$” or “dollars” shall be to United States dollars; and (i) each reference to “days” shall be to calendar days.

ARTICLE 2 FORMATION OF CFR PROGRAM

2.1. Governance Agreement. This Agreement shall constitute a "Governance Agreement" (as that term is used in the Advice Letter and the CPUC Approval). The rights, powers, duties, obligations, and liabilities of the Parties to each other with respect to the CFR Program shall be determined pursuant to this Agreement. Each Party shall at all times comply with its respective duties, obligations, covenants and agreements set forth in this Agreement.

2.2. EDU Participation. As of the Effective Date, the Parties and Participating EDUs consist of PG&E, SDG&E, SCE, LADWP, and SMUD. Any EDU that desires to participate in the CFR Program and that is not already a Party hereto on the Effective Date as set forth in the preamble to this Agreement and the signature pages hereto, will be required to execute and deliver to the Program Administrator (with a copy to CARB) a joinder to this Agreement in the form attached hereto as Exhibit A (a "Joinder"), in order to become a Party and a Participating EDU hereunder.

ARTICLE 3 ADMINISTRATION OF CFR PROGRAM

3.1. SCE Appointment as Initial Program Administrator and Agent.

(a) Appointment. Each of the Participating EDUs (in its capacity as a Participating EDU) and each other current and future Party hereto hereby irrevocably appoints SCE as the initial Program Administrator, and hereby designates and authorizes SCE to act on its behalf as the Program Administrator under this Agreement and under any agreement approved by the Steering Committee that is entered into by the Program Administrator or any Participating EDU with respect to the CFR Program pursuant to the terms and conditions hereof (each, a "Program Agreement"), and authorizes the Program Administrator to take such actions on its behalf and to exercise such powers as are delegated to the Program Administrator by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto or as otherwise determined by the Steering Committee, in each case for the time period set forth in Section 3.1(b) below. As used herein, Program Administrator shall mean SCE in its capacity as program administrator and administrative agent for the Parties with respect to the CFR Program under this Agreement or any Program Agreement, or any successor to SCE appointed by the Parties as Program Administrator pursuant to the terms of the replacement administrative and governance structure for the CFR Program implemented pursuant to Section 3.1(c) below. It is understood and agreed that the use of the terms "agent" and "administrator" herein or in any other Program Agreement (or any other similar term) with reference to the Program Administrator or SCE is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between sophisticated contracting parties.

(b) Term. SCE is hereby appointed and authorized to serve in such role as Program Administrator from the Effective Date until the earliest to occur of (i) the third (3rd) anniversary of the commencement date of the third party contractor solicitation process

described in ARTICLE 4 below, unless SCE files an advice letter with the CPUC requesting authority to administer the CFR Program long term, in which case SCE will continue to serve as Program Administrator while the CPUC considers the appropriate disposition of the advice letter, and thereafter, if approved, in compliance with the CPUC resolution approving that advice letter, (ii) the date on which SCE is removed or ordered to be removed as Program Administrator by CARB or CPUC, and (iii) the effective date of resignation of SCE as Program Administrator as set forth in any written communication of resignation delivered by SCE to the other Parties after receiving CPUC authorization or approval to withdraw as Program Administrator.

(c) Replacement Structure. No later than the second anniversary of the Effective Date, the Steering Committee, with oversight from CARB, will develop and determine a replacement administrative and governance structure for the CFR Program that would go into effect upon the date of expiration or termination of SCE's appointment as Program Administrator in accordance with the provisions of Section 3.1(b), in order to ensure a seamless transition to a new administrative and governance regime following such date. The Parties will implement such replacement administrative and governance structure through an amendment to this Agreement establishing the terms of such replacement structure, which amendment shall be executed by all Parties no later than the date that is ninety (90) days before the third anniversary of the Effective Date.

3.2. Program Administrator Authority.

(a) Solicitation. The Program Administrator will serve as the principal agent of the Parties to develop, issue and administer the competitive Request for Proposals ("**RFP**"), Request for Information with Pricing ("**RFI**") or other such solicitations to acquire the services of one (or more) qualified firm(s) to develop, administer and implement the CFR Program, subject to the terms below. All Parties shall assist the Program Administrator in the performance of the associated responsibilities, as may be requested by the Program Administrator during the solicitation process, and the Program Administrator shall work with the Steering Committee in selecting the successful respondent(s) to the solicitation. The Steering Committee shall make recommendations to the Program Administrator regarding the competitive solicitation, selection of offers, and negotiation of third-party contracts. The Program Administrator shall have the discretionary contracting authority (i) to recommend the third party firms and institutions that it deems to be the best-qualified to perform the necessary and appropriate functions to develop, implement and maintain the CFR Program, which at a minimum will include the Program Auditor, Financial Institution, and Program Implementer (each, an "**Implementer**"), (ii) to negotiate the terms and conditions of any Program Agreement entered into with any Implementer in connection with the CFR Program, and (iii) subject to receipt of approval from the Steering Committee, to enter into Program Agreements with the Implementers as Program Administrator of the CFR Program on behalf of the Parties. The selection of each Implementer and the final form of each Program Agreement shall require the approval of both the Program Administrator and the Steering Committee. The mechanics of the solicitation process are set forth in further detail in ARTICLE 4 below.

(b) Post-Solicitation Program Administration. The Program Administrator will also serve as the principal agent of the Parties with respect to the administration of the CFR Program, in providing instructions to the Implementers and in enforcing the provisions of the

Program Agreements both during and following the solicitation process. All Parties shall assist the Program Administrator in the performance of the associated responsibilities necessary for the successful functioning and operation of the CFR Program, as may be requested by the Program Administrator from time to time in accordance with the provisions of this Agreement, the Program Agreements and the decisions and resolutions of the Steering Committee that will be responsible for oversight of the CFR Program.

(c) Reporting. The Program Administrator shall provide the Steering Committee quarterly reports on program administration, financial accounting and program results, which quarterly reports are anticipated to be delivered to the Steering Committee by the end of the first month that commences following the close of each of the first three calendar quarters, and by the last day of February following the close of the fourth calendar quarter and the calendar year. At any other time, the Program Administrator shall provide the Steering Committee such other information as may be reasonably requested by the Steering Committee with reasonable advance notice of not less than ten (10) business days for the Program Administrator to collect the requested information. The Program Administrator and the Steering Committee shall cause to be provided to the Participating EDUs on a quarterly basis such Tax information regarding the operation of the CFR Program as the Program Administrator determines is reasonably necessary for the Participating EDUs to calculate their Taxes with respect to the CFR Program.

3.3. Steering Committee.

(a) Composition. The CFR Program will be overseen by a joint steering committee (the “**Steering Committee**”) made up of seven (7) voting members (each, a “**Member**”), one (1) non-voting representative appointed by the Program Administrator (the “**PA Representative**”), and one (1) non-voting LCFS program implementation representative from CARB with oversight authority over the Steering Committee (the “**CARB Representative**”).

(i) The Members will consist of (1) one senior representative from and appointed by each Large EDU (the “**Large EDU Members**”), one (1) Member (the “**Southern EDU Member**”) selected by the Southern EDUs that are Participating EDUs (the “**Participating Southern EDUs**”), and one (1) Member (the “**Northern EDU Member**”) selected by the Northern EDUs that are Participating EDUs (the “**Participating Northern EDUs**”).

(ii)

(A) Southern EDU Member annual voting structure.

The Southern EDU Member shall be confirmed annually before each new calendar year and shall be either a representative from one of the Participating Southern EDUs or a qualified third-party representative, as determined by the Participating Southern EDUs. The Southern EDU Member shall be selected by at least a 2/3 majority vote (with each of the Participating Southern EDUs receiving a single vote each of equal weight) of the Participating Southern EDUs (“**Southern EDU Supermajority Vote**”), if the Member is a representative from one of the Participating Southern EDUs. If the Southern EDU Member is a third-party representative they shall be

selected by a unanimous vote of the Participating Southern EDUs. Votes shall be submitted by a senior representative (Assistant General Manager level or higher; or equivalent position(s)) through a conference call vote with an email confirmation of the final vote following the call. A proxy voting representative may be assigned by each Participating Southern EDU through a written notification from their senior representative to the other Participating Southern EDUs.

(B) Initial adoption period. Notwithstanding the provisions of Section 3.3(a)(ii)(A) above, selection of the Southern EDU Member will be conducted as set forth in this Section 3.3(a)(ii)(B) until December 31st, 2020. Once the first Participating Southern EDU has become a Party to this Agreement in accordance with the provisions of Section 2.2, it will select the initial Southern EDU Member. A new vote will be held among the Participating Southern EDUs to elect the Southern EDU Member each time a new Southern EDU becomes a Party to this Agreement in accordance with the provisions of Section 2.2, until December 31st, 2020. All votes during this initial adoption period will continue to follow the Southern EDU Supermajority Vote and senior representative voting requirements set forth in Section 3.3(a)(ii)(A). The Participating Southern EDUs will vote, in accordance with the provisions of Section 3.3(a)(ii)(A), to elect a Southern EDU Member for the 2021 calendar year before the end of 2020. After December 31, 2020, even if any new Southern EDU becomes a Party to this Agreement in accordance with the provisions of Section 2.2, there will be no new vote on a Southern EDU Member until the annual vote, unless a vote is called for under Section 3.4(b).

(iii) The Northern EDU Member shall be selected by vote of the Participating Northern EDUs (which vote may be cast directly by any such Participating Northern EDU or indirectly by a third party Representative granted a proxy by any such Participating Northern EDU to act on its behalf for purposes of such vote) representing more than 50% of the aggregate EDU Contributions made as of such date by all Participating Northern EDUs, as determined from time to time (a “**Northern EDU Majority Vote**”), and shall be either a senior representative from one of the Participating Northern EDUs or a member of the staff of NCPA or other qualified third party representative.

(iv) Each of the seven Members on the Steering Committee shall serve on the Steering Committee until such time as a replacement is designated for such Member pursuant to the provisions of Section 3.3(b) below. The Steering Committee shall maintain a Chair, a Vice-Chair and Secretary positions. The Members that hold these positions described in the preceding sentence shall be selected from within the Steering Committee by a vote thereof pursuant to Section 3.3(i), and shall, subject to the provisions of Section 3.3(b), maintain those positions for a oneError! Bookmark not defined. year term, unless agreed upon in writing by all Members (other than the Member holding the position). The Chair (or, in the absence of the Chair, the Vice-Chair) shall preside over all meetings of the Steering Committee, and the Secretary (or, in the absence of the Secretary, any person appointed by the Chair or, in the Chair’s absence, by the Vice-Chair) shall take and maintain the minutes of the proceedings of the meetings of the Steering Committee.

(v) The Program Administrator will designate a staff person to serve as the PA Representative, who will be invited to participate in all meetings of the Steering Committee. The PA Representative will be the Program Administrator’s non-voting

representative on the Steering Committee and will serve as the primary point of contact between the Program Administrator and the Steering Committee. The Program Administrator may remove and replace the PA Representative at any time with or without cause, effective upon written notice to the Members provided in accordance with the provisions of Section 10.14.

(vi) CARB will designate a senior LCFS program staff person to serve as the CARB Representative, who will be invited to participate in all meetings of the Steering Committee. The CARB Representative will monitor and provide feedback to and oversight of the Steering Committee regarding LCFS and vehicle incentive goals and implementation. CARB may remove and replace the CARB Representative at any time with or without cause, effective upon written notice to the Members provided in accordance with the provisions of Section 10.14.

(b) Member Removal, Resignation and Replacement. Each Large EDU may remove and/or replace any Large EDU Member appointed by it at any time with or without cause, effective upon written notice to the other Members. The Participating Southern EDUs may by a Southern EDU Supermajority Vote remove and/or replace the Southern EDU Member at any time with or without cause, effective upon written notice to the Members documenting the results of such Southern EDU Supermajority Vote. The Participating Northern EDUs may by a Northern EDU Majority Vote remove and/or replace the Northern EDU Member at any time with or without cause, effective upon written notice to the Members documenting the results of such Northern EDU Majority Vote. A Member may resign at any time from the Steering Committee by delivering his or her written resignation to the Chair (or in the absence of a Chair, the Vice Chair or Secretary). Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Steering Committee's acceptance of a resignation shall not be necessary to make it effective. Any vacancy on the Steering Committee resulting from the resignation, removal, death or disability of a Member shall be filled by (i) if a Large EDU Member, the same Large EDU that appointed such Member pursuant to Section 3.3(a), (ii) if a Southern EDU Member, by written notice to the other Members documenting the results of the Southern EDU Supermajority Vote held to select a replacement for such Southern EDU Member, or (iii) if a Northern EDU Member, by written notice to the other Members documenting the results of the Northern EDU Majority Vote held to select a replacement for such Northern EDU Member, in each case with such appointment to become effective immediately upon delivery of written notice of such appointment to the Chair (or in the absence of a Chair, the Vice Chair or Secretary).

(c) Alternates. In addition to the Member removal and replacement procedures set forth in Section 3.3(b) above, each Large EDU, the Participating Southern EDUs (by Southern EDU Supermajority Vote), and the Participating Northern EDUs (by Northern EDU Majority Vote), may by written notice delivered to the Chair designate up to two (2) alternative representatives ("Alternates") who may, upon written or oral notice by such Party/Parties to the Chair that the Member designated by such Party/Parties is unable to attend any meeting (or participate in any action by written consent) of the Steering Committee (or any subcommittee thereof) and shall instead be represented by the Alternate designated in such notice, attend, participate and vote at any regular or special meeting of the Steering Committee (or any subcommittee thereof), or participate and vote in any action by written consent, in lieu of the regular Member designated by such Party/Parties. The Program Administrator may also

designate one or more alternate representatives to attend and participate in any meeting of the Steering Committee (or any subcommittee thereof) in lieu of the designated PA Representative. CARB may also designate one or more alternate representatives to attend and participate in any meeting of the Steering Committee (or any subcommittee thereof) in lieu of the designated CARB Representative.

(d) Roles and Responsibilities: The Steering Committee is responsible for strategic direction, program guidance, oversight of policy objectives, and overall governance and supervision of the CFR Program, subject to the oversight of CARB exercised through the CARB Representative's participation on the Steering Committee as provided by Section 3.3(a)(vi). These roles and responsibilities will include but not be limited to:

(i) participation with the Program Administrator in the development, review and selection processes related to the competitive solicitation process to select the Implementers, and final approval of the solicitation process, the selection of Implementers and the final form of the Program Agreements to be entered into with the Implementers;

(ii) reviewing and approving the CFR Program's budget and the initial starting balance for the CFR Program, each of which shall be submitted to the Steering Committee by the Program Administrator for review and approval;

(iii) approving the initial CFR rebate amount ("**Reward Amount**") and approving any required adjustments thereto or in the method of payment of any Reward Amounts, in each case as recommended by the Program Administrator following CARB approval of the methodology for determining the Reward Amount;

(iv) determining the process for approving payment of invoices for administrative and marketing functions, including Implementer invoices, in accordance with the provisions of ARTICLE 6, and the Steering Committee shall also have the authority to make any changes to the invoice approval processes set forth in ARTICLE 6 or otherwise as determined by the Steering Committee from time to time, in order to maintain the efficient operation of the CFR Program;

(v) determining whether to adjust the amounts specified to be held in the Liability Reserve or the Operating Reserve as set forth in Section 4.3(e) and the amount of any such increase, but in no event shall any such specified amounts be decreased without the prior written consent of the Program Administrator;

(vi) reviewing the performance of the CFR Program and recommending any required adjustments thereto;

(vii) approving the timing and content of public announcements about this Agreement and/or the CFR Program (as described in Section 8.2);

(viii) terminating this Agreement (as described in Section 9.1);

(ix) removing a Party as a party under this Agreement (as described in Section 9.3);

(x) amending this Agreement, or waiving, discharging, or terminating any provision hereof (as described in Section 10.7);

(xi) reviewing the quarterly reports and other information required to be provided by the Program Administrator under Section 3.2(c); and

(xii) any and all other roles and responsibilities for the Steering Committee set forth in this Agreement or in any Program Agreement.

(e) Subcommittees. The Steering Committee may, by resolution, designate from among the Members one or more subcommittees, each of which shall be comprised of two or more Members, and that, subject to the limitations set forth in the next sentence, shall have and may exercise any authority of the Steering Committee as the Steering Committee may delegate to it in the resolution forming such subcommittee. The Steering Committee shall not, and shall not have the power or authority to, designate or authorize any subcommittee with all of the powers and authority of the Steering Committee, or with the authority of the Steering Committee in reference to: (A) final approval of the initial Reward Amount or the amount of any adjustment thereto, (B) any proposed increase (or other adjustment) to the amounts specified to be held in the Liability Reserve or the Operating Reserve as set forth in Section 4.3(e), (C) final approval of payment of any invoice for Administrative Expenses (provided that the Steering Committee may create one or more subcommittees with the responsibility and authority to review, reject, negotiate, pre-approve and submit to the Steering Committee for final approval any or all such invoices (each, an "**Invoice Subcommittee**")), (D) altering or repealing any resolution of the Steering Committee that by its terms provides that it shall not be so amendable or repealable, or (E) final approval of any Implementers. The Steering Committee may dissolve any subcommittee or remove any member (or non-voting participant) of a subcommittee through a Steering Committee vote conducted pursuant to the provisions of Section 3.3(i) below at any time. The Parties anticipate that, in addition to an Invoice Subcommittee, potential subcommittees may include (but not be limited to) subcommittees to address dealer training, marketing and outreach, and financial forecasting. The Steering Committee and any subcommittee thereof, and their respective Members, may consult with and seek and rely upon information and advice from employees and representatives of any Participating EDUs, Implementers, Advisory Committee members, Governmental Authorities, legal counsel, independent accountants and other Persons as to matters which they believe to be within such Person's professional or expert competence. The Steering Committee shall designate a chair and secretary for each subcommittee. The chair (or in the absence of the chair, the secretary) shall preside over all meetings of the subcommittee, and the secretary (or, in the absence of the secretary, the chair or any person appointed by the chair) shall take and maintain the minutes of the proceedings of the meetings of the subcommittee. All minutes of subcommittee meetings shall be made available to all Steering Committee Members. If any member of the Advisory Committee is invited to a subcommittee meeting or a Steering Committee meeting, then the portion(s) of the minutes of such meeting during which such member of the Advisory Committee was present shall also be made available to all members of the Advisory Committee.

(f) Regular Meetings. Regular meetings of the Steering Committee shall be held no less than monthly during the first year, and quarterly thereafter, via a conference call at a date and time that is either (i) determined by the Chair (or in the absence thereof, by the Vice

Chair or Secretary) after consulting with the Members at the immediately preceding meeting, or (ii) scheduled by the Chair (or in the absence thereof, by the Vice Chair or Secretary) on not less than five (5) calendar days' notice to the Members, the PA Representative and the CARB Representative. All meetings (regular or special) of the Steering Committee shall be held by means of telephone or video conference or other communications device that permits all Members, the PA Representative and the CARB Representative participating in the meeting to hear each other, provided that if all Members agree any meeting may be held in person at a mutually agreed location. The Parties acknowledge and agree that the presence and participation of all Members (or their respective Alternates) on the Steering Committee at the meetings and proceedings of the Steering Committee is important for the successful development, implementation, operation and oversight of the CFR Program and, accordingly, each Party shall use its commercially reasonable efforts to have its respective Member (or Alternate) attend each meeting (regular and special) of the Steering Committee. To the extent reasonably practicable, any written materials for regular meetings of the Steering Committee shall be provided to all Members, the PA Representative and the CARB Representative not less than seventy-two (72) hours prior to the meeting. Unless specifically noted on such meeting materials or in the cover correspondence distributed with such meeting materials that such materials (or any portion thereof) are not to be distributed outside of the Steering Committee, each Member shall be free to distribute copies of the meeting materials to the Participating EDUs that such Member represents on the Steering Committee.

(g) Special Meetings. Special meetings of the Steering Committee to address emergency, urgent or other time sensitive matters shall be held on the call of the Program Administrator or any two (2) Members upon written notice to the Members, the PA Representative and the CARB Representative sent at least 2 business days prior to the meeting, or upon such shorter notice as may be approved by all the Members. To the extent reasonably practicable, any written materials for special meetings of the Steering Committee shall be provided to all Members, the PA Representative and the CARB Representatives not less than twenty-four (24) hours prior to the meeting (it being understood that it may not always be practicable to meet such a timeframe). Any Member may waive such notice as to himself or herself.

(h) Quorum; Voting Percentages. Members holding a majority of the voting percentages held by all Members (as described below in this Section 3.3(h)), shall constitute a quorum for the transaction of business of the Steering Committee. For the avoidance of doubt, as long as such a quorum is present, the Steering Committee may meet and act even if there are vacancies on the Steering Committee at such time, including, without limitation, during the time period following the Effective Date prior to the appointment of any Small EDU Member to the Steering Committee. At all times when the Steering Committee is conducting business at a meeting of the Steering Committee, a quorum of the Steering Committee must be present at such meeting. If a quorum shall not be present at any meeting of the Steering Committee, then the Members present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Until such time as SCE is no longer the Program Administrator, the voting percentages of the Members (which shall always total 100% in the aggregate) shall be:

Member

Voting Percentage

SCE's Member	33.0%
Each remaining Large EDU Member	12.5%
The Southern EDU Member	8.5%
The Northern EDU Member	8.5%

Unless previously modified pursuant to a replacement structure implemented by way of an amendment to this Agreement entered into pursuant to the provisions of Section 3.1(c), the following voting percentages set forth below will serve as the default replacement structure in the event of the replacement of the initial Program Administrator. In the event that another Large EDU replaces SCE as the Program Administrator, then its designated Member shall have a 33.0% voting percentage and SCE's Member shall have a 12.5% voting percentage, and the other voting percentages shall remain unchanged. In the event that a Participating Southern EDU replaces SCE as the Program Administrator, then such Participating Southern EDU shall have the sole power to appoint the Southern EDU Member and the Southern EDU Member shall have a 25.0% voting percentage, each Large EDU Member shall have a 13.3% voting percentage, and the Northern EDU Member shall have a 8.5% voting percentage. In the event that a Participating Northern EDU replaces SCE as the Program Administrator, then such Participating Northern EDU shall have the sole power to appoint the Northern EDU Member and the Northern EDU Member shall have a 25.0% voting percentage, each Large EDU Member shall have a 13.3% voting percentage, and the Southern EDU Member shall have a 8.5% voting percentage. In the event that the Program Administrator is not an EDU, then unless otherwise approved by the Steering Committee in connection with its approval of such replacement Program Administrator, the Program Administrator shall have no (0%) voting percentage, and each Large EDU Member shall have a 16% voting percentage, and the Southern EDU Member and the Northern EDU Member shall each have a 10% voting percentage.

(i) Vote Required for Action. Except as expressly set forth otherwise with respect to certain actions in this Agreement, (i) all actions of the Steering Committee must be taken at any duly scheduled or called meeting thereof at which a quorum is present and shall require the affirmative vote of Members (or of their respective Alternate or designated proxy as set forth below) holding a majority of the aggregate voting percentages held by all Members present at such meeting, and (ii) all actions of any subcommittee of the Steering Committee must be taken at any duly scheduled or called meeting of such subcommittee at which a quorum (i.e., a majority of the aggregate voting percentage held by all members of such subcommittee) is present and shall require the affirmative vote of Members (or of their respective Alternate or designated proxy as set forth below) holding a majority of the aggregate voting percentages held by all Members who are members of such subcommittee. Voting by proxy, which proxy must be in writing and signed by the Member or Alternate designated by the Party granting a proxy, granted to another Member (or Alternate therefor) will be allowed in case a Party with a Member on the Steering Committee is not able to have its designated Member or Alternate attend any regular or special meeting.

(j) Action by Written Consent. Notwithstanding anything herein to the contrary, any action of the Steering Committee (or any subcommittee thereof) may be taken

without a meeting if either (a) a written consent of Members holding at least sixty-six percent (66%) of the aggregate voting percentage held by all Members on the Steering Committee (or subcommittee), and which consent must include the signature of the Member (or Alternate) designated by the Program Administrator, shall approve such action; provided, that prior written notice of such action is provided to all Members, the PA Representative and the CARB Representative at least two (2) business days before such action is taken, or (b) a written consent constituting all of the Members on the Steering Committee (or subcommittee) shall approve such action. Such written consent shall have the same force and effect as a vote at a meeting where a quorum was present.

3.4. Advisory Committee

(a) The CFR Program's performance will be monitored by an advisory committee (the "**Advisory Committee**") comprised of representatives of stakeholder organizations (such as EDUs, regulatory agencies, industry groups, ZEV manufacturers and dealers, other industry representatives, environmental NGOs, social and economic justice groups, and other community-based organizations) that have a direct interest in the success of the CFR Program. A list of the stakeholders that the Parties anticipate inviting to join the Advisory Committee is set forth on Schedule 3.4(a) hereto, which Schedule may be amended from time to time by the Steering Committee.

(b) The purpose and role of the Advisory Committee will be to provide feedback to the Steering Committee on CFR Program performance and on market and industry trends and best practices to ensure a successful program. The Advisory Committee shall provide such information and feedback to the Steering Committee, and may make recommendations to the Steering Committee on program implementation, in response to consumer and dealer feedback, on metrics needed to evaluate program effectiveness and on CFR Program or process improvement, but the Advisory Committee shall have no management, operational, or decision-making power or authority, or any other type of power or authority, with respect to the CFR Program and neither the Steering Committee nor the Program Administrator shall be required to implement or follow any recommendations made by the Advisory Committee.

(c) The Advisory Committee and Steering Committee will meet or have conference calls or electronic meetings not less than twice a year to share feedback on CFR Program performance. The Steering Committee shall inform the Advisory Committee, by way of written or electronic notice to all members of the Advisory Committee or at an in-person, telephonic or electronic meeting of the Advisory Committee, prior to effecting any adjustment to the Reward Amount.

3.5. Duties

(a) This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Party, the Program Administrator, the PA Representative, the CARB Representative, any Member or any member of the Advisory Committee appointed by a Participating EDU (each of the foregoing, a "**Covered Person**"). Furthermore, each of the Parties hereby waives any and all fiduciary duties that, absent such waiver, may be implied on any Covered Person by applicable law, and in doing so, acknowledges and agrees that the duties

and obligation of each Covered Person to each other, to any other Party and to the CFR Program with respect to the CFR Program or the matters that are the subject of this Agreement, are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are expressly agreed by the Parties to replace such other duties and liabilities of such Covered Person.

(b) Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting any other Party, Member or third party. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other applicable law.

ARTICLE 4 SOLICITATION PROCESS.

4.1. Solicitation.

(a) As set forth above, the Steering Committee, under the oversight of the CARB Representative, will work with the Program Administrator to develop and ultimately approve the RFP/RFI processes to select the Implementers who will be engaged to develop, administer and implement the CFR Program, and the Program Administrator will serve as the primary agent of the Parties to issue and administer the RFP/RFI processes, subject to the terms below. The Parties agree that at least the following three Implementer functions will be required for the statewide CFR program: (i) implementation of the CFR program activities ("**Program Implementer(s)**"); (ii) a FDIC insured financial institution to receive, hold, and/or distribute CFR funds ("**Financial Institution**"); and (iii) an independent accounting firm to perform regular audits ("**Program Auditor**"). The Parties acknowledge and agree that additional Implementers may also be required as determined and approved by the Program Administrator and the Steering Committee.

(b) The Program Administrator will utilize a competitive solicitation/bidding process by issuing a Request for Proposal/Information with pricing (RFP/RFI) to potential Implementers to submit a proposal or quote on a specific commodity or service. The RFP/RFI bid process is a fair and standardized method for the Program Administrator to systematically obtain and demonstrate best value for goods and services procured and ensure that the CFR Program's vendor costs are reasonable according to prevailing market conditions.

(c) Competitive awards resulting from the RFPs/RFIs will be based upon the comparison of commercial and/or technical information from multiple independent suppliers. The RFP/RFI process will start with the development and definition of business requirements contained in a Statement of Work (SOW) or Specification. A list of prospective qualified suppliers will be established. The Program Administrator will receive input and approval from

the Steering Committee on the RFP/RFIs and development of an evaluation criteria prior to receipt of the bids. The Program Administrator will manage the competitive procurement process including the evaluation of the RFP responses. The successful bidder will be selected based on the established criteria (e.g., technical, commercial, supplier responsibility, and risk considerations). Negotiations are entered into, if necessary. Once negotiations with a proposed Implementer are complete, the Program Administrator will submit the proposed Program Agreement with such Implementer together with any requested supporting documentation to the Steering Committee for review and approval; provided that approval of each Program Implementer and the Program Auditor shall require the approval of Members holding at least sixty-six percent (66%) of the aggregate voting percentage held by all Members on the Steering Committee, which approval must include the approval of the Member designated by the Program Administrator and, as long as there are at least five (5) Members on the Steering Committee, the approval of at least three (3) other Members in addition to the Member designated by the Program Administrator. If the Steering Committee rejects the proposed Program Agreement with any vendor, it shall provide the Program Administrator with a detailed set of terms and conditions that must be included in the Program Agreement for the Steering Committee to provide its approval thereof. The Program Administrator shall then continue negotiations with the proposed Implementer or with other respondents to the solicitation process in order to meet the terms and conditions specified by the Steering Committee, and may then submit one or more revised proposals to the Steering Committee for approval. Following Steering Committee approval, the approved procurement award and Program Agreement will be delivered to the applicable vendor selected to serve as such Implementer.

4.2. Program Implementer(s).

(a) The Program Implementer(s) will consist of one or more third parties (which may include multiple contractors or a prime contractor that engages multiple subcontractors) to engage in Marketing, Education and Outreach (“ME&O”) activities for the CFR Program; establish, operate, and maintain the web-based portal for ZEV dealers to request reimbursement for payment of a Reward Amount and to submit documentation required to establish compliance with requirements for such reimbursement; and to review and evaluate the dealership requests for Reward Amount reimbursements to confirm whether they comply with the reimbursement requirements set forth in the applicable Program Agreement; and to perform such other services and obligations as are set forth in the applicable Program Agreement. The Program Implementer(s) will also assist with the collection of data, including all data necessary for participant and CFR Program reporting, and submit invoices to the Program Administrator to request payments owed to the Program Implementer or to approved subcontractors or vendors that have been engaged in accordance with the terms of the applicable Program Agreement. The Program Implementer(s) will perform, or contract for, other administrative and ME&O functions necessary and appropriate for the efficient operation of the CFR Program pursuant to the terms and conditions of the Program Agreements entered into with such Program Implementers by the Program Administrator on behalf of the Parties.

(b) A rate education and outreach implementation plan will be developed by the Program Implementer, in collaboration with the Steering Committee and the CPUC’s Energy Division, designed to educate ZEV purchasers and the public on time-of-use (“TOU”) rates (in general), other applicable rates and the benefits of off-peak charging. The rate education and

outreach plan will include a proposal for point of purchase or dealership educational materials. Rate education and outreach materials developed for the statewide CFR program will specify that there are a variety of rate options available depending on the different EDU service territories and will direct customers to contact their specific utility for more information. At a minimum, rate education will be required for all IOU customers who participate in the CFR Program.

(c) The Program Implementer's contract will require it to collect certain data, including but not limited to customer name, address, Vehicle Identification Number (VIN), ZEV make and model. The Program Implementer will provide this information to the Participating EDU that serves that particular customer, and to any non-Participating EDU that serves that customer that has executed and delivered the non-disclosure agreement with the Program Implementer required under Section 4.2(d). See Appendix B for a copy of the data collection template.

(d) In order to receive certain confidential customer related information from the Program Implementer (such as customer name, address, vehicle make, and other information relevant for purposes of grid planning, marketing of any additional utility ZEV programs and similar permitted uses), each Participating EDU shall be required to execute and deliver a non-disclosure agreement with the Program Implementer in a form negotiated by the Program Administrator and approved by the Steering Committee, which shall include the applicable confidentiality and data security requirements governing the handling of such information under applicable laws.

4.3. Financial Institution.

(a) The Financial Institution shall be a state or federally regulated bank or other financial institution that is insured by the FDIC and selected through a RFP/RFI process approved by the Steering Committee. The Financial Institution will receive and hold the EDU Contributions and all interest or other earnings thereon (collectively, "**Program Funds**") in designated Accounts (as defined and described below), and will disseminate Program Funds from the Accounts upon receipt of appropriate instructions from the Program Administrator, including (i) to pay reimbursements to ZEV dealers for their qualifying Reward Amount payments following verification thereof by the Program Implementer pursuant to the terms of its Program Agreement, and (ii) to pay other CFR Program costs, expenses and liabilities, including Administrative Expenses following approval of payment of the invoice by the Steering Committee or CARB in accordance with ARTICLE 6, and any amounts payable for or in connection with Indemnified Claims pursuant to Sections 7.5(b)(ii) and 7.5(b)(iii).

(b) Subject to such modifications to the below provisions as may be proposed by the Program Administrator and approved by the Steering Committee, the Program Administrator will enter into a master agreement with the Financial Institution (the "**Master Account Agreement**") that will provide for the establishment and maintenance of one or more bank accounts to hold, disburse or otherwise administer the Program Funds ("**Accounts**"). While the terms of the Master Account Agreement and the structure of the Accounts will not be able to be finalized until the completion of the RFP/RFI process to select a Financial Institution, the Parties currently anticipate that the basic financial structure of the CFR Program will follow

one of the structural models set forth below (with such modifications thereto as are proposed by the Program Administrator and approved by the Steering Committee), which are ranked in order of preference and which, to the extent a higher priority option is available prior to finalization of the Master Account Agreement, shall be approved by the Steering Committee in such order, subject to the provisions of Section 4.3(f) below and consideration of relevant Tax reporting and administration requirements:

(i) if the Program Administrator and the Steering Committee identify a Governmental Authority (including, for the avoidance of doubt, a POU) or not for profit entity that (A) is willing to serve as the record holder (under its name and federal Tax identification number) of an Account to hold all Program Funds (the “**Program Funds Account**”), and (B) they believe in good faith is appropriate to hold the Program Funds Account, then the Program Administrator shall negotiate the terms of one or more Program Agreements (each of which shall be subject to the approval of the Steering Committee in accordance with Section 3.2(a)) with such Designated Account Holder (as such term is defined in Section 1.1) and the Financial Institution pursuant to which the Designated Account Holder will (1) open and maintain the Program Funds Account in its name and federal Tax identification number, and (2) provide sole management authority and control over the Program Funds Account, all funds contained therein and all decisions pertaining thereto to the Program Administrator, which management authority and control shall in all cases be limited by and subject to the provisions of this Governance Agreement and any additional requirements established by CARB pursuant to the LCFS Regulation;

(ii) in the event that the Program Administrator and the Steering Committee have not identified a Designated Account Holder to hold the Program Funds Account, but have identified any Governmental Authority (including, for the avoidance of doubt, a POU) or not for profit entity that (A) is willing to serve as the record holder (under its name and federal Tax identification number) of an Account to hold the EDU Contributions (and all interest and earnings thereon) of more than one but less than all of the Participating EDUs (a “**Collective Deposit Account**”), and (B) they believe in good faith is appropriate to hold such Collective Deposit Account, then the Program Administrator shall negotiate the terms of one or more Program Agreements (each of which shall be subject to the approval of the Steering Committee in accordance with Section 3.2(a)) with each such Designated Account Holder and the Financial Institution pursuant to which the Designated Account Holder will (1) open and maintain such Collective Deposit Account in its name and federal Tax identification number, and (2) provide sole management authority and control over such Collective Deposit Account, all funds contained therein and all decisions pertaining thereto to the Program Administrator, which management authority and control shall in all cases be limited by and subject to the provisions of this Governance Agreement and any additional requirements established by CARB pursuant to the LCFS Regulation. For the avoidance of doubt, any Participating EDU that is not authorized to deposit its EDU Contributions into a Collective Deposit Account established pursuant to this Section 4.3(b)(ii) must establish an Individual Deposit Account in accordance with the provisions of Section 4.3(b)(iii) below; or

(iii) in the event that the Program Administrator and the Steering Committee have not identified (A) a Designated Account Holder to hold the Program Funds Account pursuant to Section 4.3(b)(i), or (B) one or more Designated Account Holders to hold

one or more Collective Deposit Accounts pursuant to Section 4.3(b)(ii) that, individually or in the aggregate, would hold the EDU Contributions for all Participating EDUs, then any Participating EDU that is not authorized to deposit its EDU Contributions into a Collective Deposit Account or, in the event there is no Collective Deposit Account, each Participating EDU, must establish its own individual deposit Account with the Financial Institution selected pursuant to Section 4.1(c) (each, an “**Individual Deposit Account**”) and will be required to execute and deliver, upon the Program Administrator’s request therefor, the separate Program Agreement with the Financial Institution creating and governing its Individual Deposit Account in the final form thereof negotiated by the Program Administrator for all Participating EDUs to deliver and as such final form has been approved by the Steering Committee (the “**Individual Deposit Account Agreement**”), as a condition to remaining as a Participating EDU and Party under this Agreement. The Individual Deposit Account Agreement shall grant the Program Administrator sole management authority and control over each Individual Deposit Account, all funds contained therein and all decisions pertaining thereto, which management authority and control shall in all cases be limited by and subject to the provisions of this Governance Agreement and any additional requirements established by CARB pursuant to the LCFS Regulation.

(c) In the event that the Program Administrator and the Steering Committee have not identified a Designated Account Holder to hold the Program Funds Account, the Program Administrator will establish one or more disbursement Accounts (the “**Disbursement Account**”) to be maintained for the purpose of paying all Reward Amount reimbursement payments to ZEV dealers (and, solely to the extent required by CARB pursuant to the LCFS Regulation and in accordance with the terms thereof, any carrying costs associated with any undue delay in reimbursement of Reward Amount payments to the ZEV dealers due to the fault of the Program Administrator), all Administrative Expenses, all payments to reimburse the Program Administrator for its (or its Affiliates’) payment of any Administrative Expenses, and all amounts payable for or in connection with Indemnified Claims pursuant to Sections 7.5(b)(ii) and 7.5(b)(iii). If there is a Program Funds Account, then all such payments, Administrative Expenses, reimbursement and amounts referenced in the preceding sentence will be paid out of the Program Funds Account. The Disbursement Account shall be held in the name of and under the federal Tax identification number of the Program Administrator, and the Program Administrator’s management authority and control over the funds in the Disbursement Account shall in all cases be limited by and subject to the provisions of this Governance Agreement and any additional requirements established by CARB pursuant to the LCFS Regulation.

(d) In the event that the Program Administrator and the Steering Committee have not identified a Designated Account Holder to hold the Program Funds Account, the Master Account Agreement shall set forth the terms and condition pursuant to which:

(i) when the Program Administrator delivers an instruction to the Financial Institution to make any payment of any Reward Amount to any ZEV dealer as verified by the Program Implementer, the Financial Institution will transfer from the Deposit Accounts to the Disbursement Account, pro rata from each Deposit Account (based on the respective then current account balances in each of the Deposit Accounts), the amounts necessary to pay such Reward Amount, and

(ii) when the Program Administrator delivers an instruction to the Financial Institution to make a payment of any Administrative Expense from the Administrative Account following approval of payment of the invoice from the Steering Committee or CARB in accordance with ARTICLE 6, the Financial Institution will transfer from the Deposit Accounts to the Disbursement Account, pro rata from each Deposit Account (based on the respective then current account balances in each of the Deposit Accounts), the amounts necessary to pay such Administrative Expense.

(e) A reserve of Program Funds totaling Ten Million Dollars (\$10,000,000.00) in the aggregate shall be maintained at all times following the Program Launch Date in the Program Funds Account or, if none, segregated among the Deposit Accounts in the manner and amounts determined by the Program Administrator but totaling Ten Million Dollars in the aggregate (the “**Liability Reserve**”). The Liability Reserve shall only be used by the Program Administrator as a reserve to cover and pay any and all amounts payable to any Indemnified Party in accordance with the indemnification provisions of Section 7.5(b), or to pay off any Remaining Liabilities following the termination of the CFR Program or this Agreement pursuant to the provisions of Section 9.1(b). In addition to the Liability Reserve, for each calendar year that ends following the Program Launch Date, an operating reserve shall be maintained in the Program Funds Account or, if none, segregated among the Deposit Accounts in the manner and amounts determined by the Program Administrator, in an amount equal to the CFR Program’s highest forecasted calendar month of expenditures projected for such year as set forth in the CFR Program budget for such year (the “**Operating Reserve**”). The Operating Reserve shall only be used by the Program Administrator as a reserve to cover and pay any and all amounts payable in accordance with the provisions of Section 4.3(d) and ARTICLE 6, or to any Indemnified Party in accordance with the indemnification provisions of Section 7.5(b), or to pay off any Remaining Liabilities following the termination of the CFR Program or this Agreement pursuant to the provisions of Section 9.1(b), in each case solely to the extent that there are insufficient Program Funds otherwise available to pay such amounts when due or required to be paid. Upon the request of the Program Administrator at any time, the Steering Committee is hereby authorized to adjust the respective amounts of the Liability Reserve and the Operating Reserve from time to time in an effort to ensure that adequate reserves for the payment of all costs, expenses, and liabilities (fixed or contingent) of the CFR Program, and all Claims pertaining thereto, are maintained at all times.

(f) Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in the event that the Program Administrator determines in good faith that modifications to the foregoing structure, or an alternative Account structure, are necessary or appropriate in order to avoid any adverse Tax consequences to the Program Administrator or its Affiliates arising from such structure, the Program Administrator may call an emergency meeting for Steering Committee review and approval of any such modifications or alternative structures; provided that if the Program Administrator and the Steering Committee are unable to agree upon the modifications to be implemented within ten (10) business days following the initial issuance of the notice for such emergency meeting by the Program Administrator, the Program Administrator shall have the power, authority and discretion to implement such modifications or alternative structures as are determined appropriate by the Program Administrator, and the Program Administrator shall promptly notify the Steering Committee no

later than three (3) business days following the implementation of any such modifications or alternative structures that did not receive Steering Committee approval.

(g) Without limiting the provisions of Section 9.1(b) below, once any EDU Contribution is deposited into any Deposit Account or Program Funds Account, as the case may be, those funds and all interest and earnings thereon will become Program Funds and the Participating EDU or Designated Account Holder that is the holder of such Deposit Account or Program Funds Account, as the case may be, will not be able to withdraw, transfer or otherwise exercise any control over such funds (or any interest or earnings thereon) even if such Participating EDU withdraws or is removed from the CFR Program or this Agreement, or such Designated Account Holder desires to close such Collective Deposit Account or Program Funds Account; provided that for Tax purposes, such Participating EDU or Designated Account Holder that is the holder of such Deposit Account or Program Funds Account shall be considered the owner of such funds and all interest and earnings on such funds maintained in any Deposit Account will be reported as interest and earnings paid to or received by the Participating EDU or Designated Account Holder that is the record holder of such Account. All applicable bank fees and penalties for all Accounts are considered part of CFR Program Administrative Expenses and will be paid or reimbursed using Program Funds. No Participating EDU shall claim a Tax deduction in connection with a deposit to their respective EDU Contribution Account, except at such time and to the extent such funds are paid to ZEV dealers or to satisfy or reimburse Administrative Expenses or Indemnified Claims pursuant to Sections 7.5(b)(ii) and 7.5(b)(iii).

4.4. Program Auditor.

(a) Program Auditor. The Program Auditor will be an independent (i.e., not an Affiliate of any EDU), nationally-recognized (i.e., with 10 or more offices in at least 3 different states) accounting firm engaged to perform regular audits of all auditable aspects of the CFR Program, including the program controls and performance, the administration of the CFR Program and Administrative Expenses, including payment/reimbursement of expenses to the Program Administrator and Program Implementers, and Reward Amount payments/reimbursements to ZEV dealers. An annual audit of the CFR Program will be conducted by the Program Auditor each fiscal year with a published report to be issued within sixty (60) days following the completion of the audit (and in no event later than one hundred eighty (180) days following the end of the fiscal year). During the first year of the CFR Program following the Program Launch Date, an interim audit will be performed to test CFR Program controls and such audit will commence within six (6) months after the Program Launch Date with a report issued sixty (60) days after completion of the audit.

(b) Confidential and Market-Sensitive Information. Unless otherwise determined by the Steering Committee it is not anticipated that the Program Auditor will receive any market-sensitive information in connection with its audits and market-sensitive aspects of the CFR Program, such as, but not limited to, any trading activity in LCFS Base Credits by the EDUs, shall not be included within the scope of any audit by the Program Auditor. No Participating EDU is obligated to provide or disclose any of its confidential or market-sensitive information to any other Participating EDU under this Agreement. All Participating EDUs and Implementers shall be required to comply with any and all requests for information issued by

CARB in accordance with the LCFS Regulation or other applicable law, as well as to any other Governmental Authority with legal authority and jurisdiction to request such information.

(c) Audit Reports. The Program Auditor's audit reports shall be provided to all Participating EDUs, CARB, the CPUC, and the public. Any Participating EDU shall have the right at its own expense to review any non-confidential records and information underlying the Program Auditor's report on reasonable notice during regular business hours. The Program Auditor's reports shall contain all information necessary for the Program Administrator to comply with its reporting obligations to CARB as set forth in the CPUC Approval (and in any subsequent resolution issued by CARB), and each Party shall provide all information and assistance requested by the Program Auditor or the Program Administrator in order to comply with such reporting obligations to CARB or any other Governmental Authority.

(d) Program Auditor Insurance. The Program Auditor shall maintain insurance coverage of the specified types, with an endorsement as additional insured for the benefit of the Program Administrator, the Steering Committee and the Parties, and in amounts equal to or in excess of such minimum coverage amounts, in each case as are determined by the Steering Committee.

4.5. Program Implementer Qualifications. The RFP solicitation shall provide that third parties seeking to be Program Implementers must meet certain minimum requirements in order to submit an offer in response to the RFP. The RFP will provide that each Program Implementer will be required to execute and deliver one or more Program Agreements with the Program Administrator (and, if applicable, the Participating EDUs) that includes terms and conditions pursuant to which the Program Implementer, depending on the scope of work to be provided by such Program Implementer to the CFR Program, will:

(a) indemnify, defend, and hold each of the Participating EDUs, their Affiliates, and each of their respective Representatives harmless for and from any liabilities arising from or in connection with any negligent or intentional acts/omissions or mismanagement of Program Funds or other LCFS Credit Revenue by such Program Implementer, its contractors or subcontractors, or any of its or their respective Representatives (collectively, the "**Program Implementer Representatives**");

(b) have procured, and will cause Program Implementer Representatives and other vendors and contractors, to have or procure, sufficient insurance to cover their liabilities in such amounts equal to or in excess of such minimum coverage amounts as are determined by the Steering Committee to cover any negligence, errors or omissions, or mismanagement of the Program Funds, LCFS Credit Revenue or the CFR Program by the Program Implementer Representatives;

(c) have internal practices and procedures to prevent the risk of fraud or mismanagement (including terms and conditions that would apply to the evaluation of claims submitted and payment of Reward Amounts to participating ZEV dealers);

(d) have experience managing large-scale programs with aggregate funding in excess of \$100 million;

- (e) have technological experience creating web-based programs;
- (f) ensure that all agreements with subcontractors include terms for the protection of the Participating EDUs;
- (g) not be an Affiliate of the Program Administrator or any Participating EDU; and
- (h) have practices and procedures to prevent and prosecute fraud by ZEV dealers seeking reimbursement for Reward Amounts, such as through carefully crafted terms and conditions to which ZEV purchasers and point-of-sale entities must agree to receive the applicable Reward Amount for the ZEV purchaser.

ARTICLE 5

CFR PROGRAM EXPENSES; COST SHARING; LAUNCH

5.1. Program Administrator Expenses. The Parties hereby acknowledge and agree that Program Funds shall be used to pay and/or reimburse the Program Administrator (unless it is a Third Party Program Administrator) for, all costs, expenses, fees, Taxes, liabilities, and other amounts paid or incurred by the Program Administrator pursuant to or in connection with its service or status as Program Administrator ("**Administrative Expenses**"), including without limitation (but subject to the provisions of Section 5.2 below), (i) all amounts paid or incurred with respect to (A) any Implementers, or (B) any other contractors, vendors, attorneys, accountants, or other third parties in connection with the role of Program Administrator, (ii) an allocated portion of the fully-loaded labor costs (excluding bonus programs) for any employees who provide services in connection with the Program Administrator role and functions (which allocation shall be determined by the Program Administrator in good faith), (iii) an allocated portion of time and materials costs paid to independent contractors who provide services in connection with the Program Administrator role and functions (which allocation shall be determined by the Program Administrator in good faith), (iv) any reasonable travel related expenses incurred by any such persons described in the preceding clauses (ii) or (iii) associated with the Program Administrator role or functions, and (v) any non-labor related marketing costs such as media buy and collateral development expenses. For the avoidance of doubt, Administrative Expenses do not include costs, expenses, fees, Taxes, liabilities, and other amounts paid or incurred by SCE (or any successor thereof as Program Administrator that is a Participating EDU) to the extent paid or incurred in its capacity as a Participating EDU as opposed to in its capacity as Program Administrator. For purposes of illustrating the concept underlying the preceding sentence only, and without any limiting purpose or effect, any Taxes (including on any interest or other earnings on such account) incurred by the Program Administrator (or its Affiliates) in connection with any Disbursement Account, Program Funds Account, Collective Deposit Account, or Individual Deposit Account (except for the Program Administrator's own Individual Deposit Account, if any), or any other Account opened or maintained with the Financial Institution in connection with its role as Program Administrator constitute Administrative Expenses, but any Taxes incurred by SCE (or any successor thereof as Program Administrator that is a Participating EDU) on its own Individual Deposit Account into which its EDU Contributions will be made in its capacity as a Participating EDU would not constitute Administrative Expenses. To make the Program Administrator (unless it is a

Governmental Authority or not for profit entity exempt from income Tax)) whole on an after-Tax basis, Taxes constituting Administrative Expenses shall be calculated as if the Program Administrator were subject to Tax at, and any payment or reimbursement of Taxes constituting Administrative Expenses shall be grossed-up at, the highest combined federal and state marginal Tax rate for the applicable period in the Program Administrator's jurisdictions of operations, in each case as reasonably determined by the Program Administrator. The Parties acknowledge and agree that the Program Administrator (unless it is a Third Party Program Administrator) is entitled to payment and reimbursement from Program Funds (including all required EDU Contributions, but excluding, with respect to the Program Administrator's own internal costs that constitute Administrative Expenses, any interests or earnings thereon) for all Administrative Expenses, particularly in light of the fact that the Program Administrator is not requesting or receiving any administrator fee or compensation for its services as Program Administrator. Accordingly, each Participating EDU hereby covenants and agrees to make its respective EDU Contributions and to pay all other amounts payable by such Participating EDU in accordance with the terms and conditions of this Agreement, and CARB shall be tasked with monitoring each Participating EDU's compliance with these obligations in its respective Program Agreement and verifying the information received with the Financial Institution and CARB, as applicable. For the avoidance of doubt, the foregoing Administrative Expense payment and reimbursement rights shall not apply to any Program Administrator other than SCE or another Participating EDU that is appointed by the Steering Committee to serve as Program Administrator, as the Parties anticipate that any Third Party Program Administrator that may be engaged would receive fees for its service in such role and any additional expense payments or reimbursements to which it may be entitled would be expressly set forth in the engagement agreement with such Third Party Program Administrator.

5.2. Payment/Reimbursement of Administrative Expenses. The Program Administrator (unless it is a Third Party Program Administrator) upon approval by the Steering Committee is hereby authorized to (i) pay Administrative Expenses directly from Program Funds, and (ii) reimburse itself for any Administrative Expenses paid or incurred by the Program Administrator (or any of its Affiliates), in each case from Program Funds in the Program Funds Account or the Disbursement Account, as the case may be, and to transfer amounts from any Deposit Account into the Disbursement Account in order to make such payments and reimbursements, in each case in accordance with the provisions of ARTICLE 6 below and the Master Account Agreement; provided that the total amount of such payments and reimbursements of Administrative Expenses made by the Program Administrator in any calendar year following approval of the invoice therefor by the Steering Committee or CARB in accordance with the provisions of ARTICLE 6, shall in no event exceed ten percent (10%) (as such percentage may be adjusted pursuant to the following provisions of this Section 5.2, the "**Percentage Target**") of the total CFR Program budget of aggregate Program Funds for such calendar year. The Program Administrator and the Steering Committee shall monitor the aggregate amount of payments and reimbursements of Administrative Expenses approved and made in each calendar year to ensure that aggregate Administrative Expenses payments and reimbursements made in such calendar year do not exceed the Percentage Target. Given that the Parties cannot predict with any degree of accuracy what the actual annual Administrative Expenses will be until the RFP/RFI processes have concluded and the Implementers have been engaged, upon the request of the Program Administrator, but subject to the prior submission to, and approval by, the CPUC of a Tier 2 advice letter if still required in connection therewith by

the provisions of ordering paragraph 6 or ordering paragraph 7 of CPUC Resolution E-5015, the Steering Committee is hereby authorized to increase (but not decrease) the Percentage Target from time to time to ensure that all Administrative Expenses incurred in each calendar year are authorized to be paid or reimbursed, as the case may be, in a timely fashion and when due. Notwithstanding the foregoing, the provisions of this Section 5.2 shall not apply to any Third Party Program Administrator, as the terms and conditions on which any Third Party Administrator may handle or administrator any Program Funds or Accounts shall be set forth in and governed by the applicable Program Agreement(s) entered into with such Third Party Program Administrator.

5.3. Start-Up Funding. To fund the initial start-up costs of the CFR Program, including the amounts necessary to pay all Administrative Expenses and all Reward Amount reimbursement payments to ZEV dealers and to fund the initial Reserve Amount during the start-up phase of the CFR Program, the Participating EDUs will contribute a total of Fifty Million Dollars (\$50,000,000) in initial EDU Contributions in the aggregate (assuming full participation by all eligible EDUs in the CFR Program). Each Participating EDU shall be required to fund the amount set forth opposite such Participating EDU's name on Appendix A hereto as its initial EDU Contribution (the "**Initial EDU Contributions**"). Following the establishment of the initial Account structure for the CFR Program in accordance with the provisions of Section 4.3, each Large EDU shall be required to deposit the amount of its Initial EDU Contribution into its EDU Contribution Account (which shall be the applicable Program Funds Account, Collective Deposit Account or Individual Deposit Account designated for such Large EDU in accordance with the instructions of the Program Administrator), no later than sixty (60) days following the date on which the Master Account Agreement is executed by the Program Administrator and the Financial Institution (the "**Initial Funding Date**"). In the event the Account structure includes an Individual Deposit Account for such Large EDU, such Large EDU shall also execute and deliver its Individual Deposit Agreement to the Financial Institution on or prior to the earlier to occur of the Initial Funding Date and the date on which it makes its Initial EDU Contribution. Each other Participating EDU besides the Large EDUs shall be required (a) to deposit the amount of its Initial EDU Contribution into its EDU Contribution Account, which shall be the applicable Program Funds Account, Collective Deposit Account or Individual Deposit Account designated for such Participating EDU in accordance with the instructions of the Program Administrator, and (b) if such Program Administrator instructions provide that an Individual Deposit Account be established for such Participating EDU, such Participating EDU shall also execute and deliver its Individual Deposit Agreement to the Financial Institution, in each case for both clauses (a) and (b), no later than (i) January 31, 2021 for all Participating EDUs identified as Medium Publicly-owned Utilities on Appendix A, and (ii) January 31, 2023 for all Participating EDUs identified as Small Publicly-owned Utilities or Small Investor-owned Utilities on Appendix A; provided that if such other Participating EDU has not executed and delivered its Joinder to become a Party to this Agreement pursuant to Section 2.2 on or prior to (x) January 31, 2021 for the Medium Publicly-owned Utilities, or (y) January 31, 2023 for the Small Publicly-owned Utilities, then such Participating EDU shall have until the first anniversary of the date of its Joinder to deposit the amount of its Initial EDU Contribution into its EDU Contribution Account and, if applicable, to execute and deliver its Individual Deposit Account Agreement to the Financial Institution.

5.4. Periodic Funding Requirements. Each Participating EDU hereby covenants and agrees that, upon and following such Participating EDU's execution of this Agreement, in addition to making its required Initial EDU Contribution, it will also make additional aggregate EDU Contributions to its EDU Contribution Account during each calendar year in an amount equal to or greater than the applicable required percentage for such year of LCFS Credit Revenue generated by such Participating EDU during such calendar year as set forth opposite the name of such Participating EDU on Appendix A (the "**Required Percentage**"), and in accordance with the LCFS Regulation.

(a) Large EDUs' Periodic EDU Contributions. Each Large EDU shall be responsible for (i) identifying and tracking all Earmarked Credits deposited into its LCFS balancing account by CARB at any time on or after the Final CPUC Approval Date, and (ii) no later than the Initial Funding Date, depositing into its EDU Contribution Account the Required Percentage of the LCFS Credit Revenue generated by such Large EDU from the sale of all Earmarked Credits that have been deposited by CARB into such Large EDU's LCFS balancing account at any time on or prior to the end of the calendar quarter immediately preceding the quarter during which the Initial Funding Date occurs, and such Large EDU shall be required to sell all such deposited Earmarked Credits prior to the Initial Funding Date (provided that with respect to LCFS Credit Revenue generated by sales of any Earmarked Credits deposited into such Large EDU's LCFS balancing account during the calendar quarter that immediately precedes the quarter in which the Initial Funding Date occurs, the Large EDU shall have until the last day of such quarter in which the Initial Funding Date occurs to deposit its Required Percentage of such LCFS Credit Revenue generated therefrom into its EDU Contribution Account as required under this Section 5.4(a)(ii)). Commencing with the quarter in which the Initial Funding Date occurs, the Large EDUs will deposit their Required Percentage of their respective LCFS Credit Revenue into their respective EDU Contribution Accounts no less frequently than on a quarterly basis in arrears and in one or more transactions that shall be made no later than the end of the last business day of the following quarter. The following table sets forth the required deposit schedule of the Large EDUs' LCFS Credit Revenue for an illustrative year of the CFR Program:

Table X: Schedule of Large EDU Base Credit Revenue Transfer to CFR Program

Due Date for Deposit	Large EDU Required Deposits into its EDU Contribution Account
June 30	Large EDU deposits into its EDU Contribution Account the Required Percentage of its respective LCFS Credit Revenue from the sale of any Earmarked Credits deposited in its LCFS balancing account in Q1 of that year.
September 30	Large EDU deposits into its EDU Contribution Account the Required Percentage of its respective LCFS Credit Revenue from the sale of any Earmarked Credits deposited in its LCFS balancing account in Q2 of that year.
December 31	Large EDU deposits into its EDU Contribution Account the Required Percentage of its respective LCFS Credit Revenue from the sale of any Earmarked Credits deposited in its LCFS balancing account in Q3 of that year.
March 31	Large EDU deposits into its EDU Contribution Account the Required Percentage of its respective LCFS Credit Revenue from the sale of any Earmarked Credits deposited in its LCFS balancing account in Q4 of the previous year plus any "true up" revenue from the previous calendar year.

If any Large EDU has any Earmarked Credits deposited into its LCFS balancing account by CARB in any quarter that remain unsold at the end of such quarter, the Large EDU will track such Earmarked Credits and contribute the Required Percentage of the LCFS Credit Revenue generated therefrom to its EDU Contribution Account in the immediately following quarter, in which quarter such Earmarked Credits must be sold. Each Large EDU will be required to sell all Earmarked Credits deposited into its LCFS balancing account by CARB each quarter by no later than the end of the following quarter. By March 31st of each year, each Large EDU will be responsible for truing up and depositing into its EDU Contribution Account its aggregate required EDU Contributions for the entire previous calendar year. Notwithstanding the foregoing, the Steering Committee shall have the power and authority to waive or suspend the aforementioned timing requirements for when sales of Earmarked Credits held in the respective LCFS balancing accounts of the Large EDUs must take place should the Steering Committee determine that market conditions or other extenuating factors make such waiver or suspensions (which would apply as to all Large EDUs) prudent, and the Steering Committee shall promptly notify all Large EDUs of any such waiver or suspension. The Steering Committee shall grant an extension of the aforementioned timing requirements to any Large EDU, on an individual case-by-case basis, if the Large EDU has demonstrated to the satisfaction of the Steering Committee that it is utilizing all reasonable efforts to consummate the sale of its Earmarked Credits in a diligent and timely manner, but needs additional time to complete all sales required in order to deposit its full Required Percentage of LCFS Credit Revenue.

(b) Other Participating EDUs' Periodic EDU Contributions. Each EDU that is not a Large EDU shall be responsible for (i) identifying and tracking all Earmarked Credits deposited into its LCFS balancing account by CARB at any time on or after the Final CPUC Approval Date, and (ii) within sixty (60) days following such EDU's execution of this Agreement or a Joinder hereto, depositing into its EDU Contribution Account the Required Percentage of the LCFS Credit Revenue generated by such EDU from the sale of all such Earmarked Credits deposited into its LCFS balancing account by CARB at any time on or prior to the end of the calendar year immediately preceding the year during which such EDU becomes a Party to this Agreement, and each such EDU shall be required to sell all such deposited Earmarked Credits prior to such 60th day following such EDU's execution of this Agreement or a Joinder hereto. Each other Participating EDU besides the Large EDUs will also deposit its Required Percentage of its respective LCFS Credit Revenue received in any calendar year commencing with the calendar year in which it becomes a Participating EDU into its respective EDU Contribution Account no less frequently than on an annual basis in arrears and in one or more transactions that shall occur no later than March 31st of the following year. All such Participating EDUs shall be required to sell all of the Earmarked Credits deposited by CARB into its LCFS balancing account during any calendar year in such calendar year. Notwithstanding the foregoing, the Steering Committee shall have the power and authority to waive or suspend the aforementioned timing requirements for when sales of Earmarked Credits held in the respective LCFS balancing accounts of the other Participating EDUs must take place should the Steering Committee determine that market conditions or other extenuating factors make such waiver or suspensions (which would apply as to all such other Participating EDUs) prudent, and the Steering Committee shall promptly notify all such Participating EDUs of any such waiver or suspension. The Steering Committee shall also have the power and authority to grant an extension of the aforementioned timing requirements to any Participating EDU, on an individual case-by-case basis, that has demonstrated to the satisfaction of the Steering Committee that it is utilizing all reasonable efforts to consummate the sale of its Earmarked Credits in a diligent and timely manner, but needs additional time to complete all sales required in order to deposit its full Required Percentage of LCFS Credit Revenue.

(c) Steering Committee. Notwithstanding the foregoing, the above annual deposit schedules for the Participating EDUs set forth in Sections 5.4(a) and 5.4(b) above shall be reviewed by the Steering Committee at a minimum of every three years, and whenever the Program Administrator requests in good faith any modification to any such schedule, and the deposit schedule shall be updated from time to time if necessary as determined by the Steering Committee.

5.5. CFR Program Commencement. The Parties shall commence the CFR Program following the satisfaction of the following conditions: (i) SCE, PG&E and SDG&E shall have received any additional approval or consent of the CPUC to execute and deliver this Agreement as may be required by the CPUC Approval; (ii) CARB Authorization shall have been received; (iii) each Large EDU shall have duly executed and delivered this Agreement to the other Large EDUs; (iv) Members holding at least a majority of the voting percentages specified to be held by all Members as set forth in Section 3.3(h), shall have been appointed to the Steering Committee pursuant to the provisions of Section 3.3(a); (v) the Financial Institution, Program Auditor and the Program Implementer responsible for administering and paying Reward Amount reimbursement payments to ZEV dealers shall have been selected and engaged through duly

executed and delivered Program Agreements, and any preconditions to commencement of the CFR Program set forth in such Program Agreements shall have been satisfied or been duly waived by the Steering Committee and the Program Administrator; (vi) each Large EDU shall have deposited its Initial EDU Contribution into its EDU Contribution Account, the Liability Reserve and the Operating Reserve shall have been funded using such Initial EDU Contributions, and, to the extent instructed by the Program Administrator pursuant to Section 4.3(b), the Financial Institution and each Large EDU shall have duly entered into their respective Individual Deposit Account Agreement; (vii) the Steering Committee has approved the initial Reward Amount pursuant to the provisions of Section 3.3(d)(iii); (viii) the Parties shall have received approval or a legal opinion from CARB that the LCFS Credit Revenue may be used to compensate all CFR Program costs and expenses including, subject to Section 5.2 and the other provisions of this Agreement, any Administrative Expenses and any Indemnified Claims using Reserve Amounts and other Program Funds under this Agreement; (ix) the Program Administrator shall have made a solicitation to procure, or have otherwise approached insurance or bonding providers to procure, a Policy or Bond to cover Claims pertaining to the CFR Program and, to the extent commercially available, shall have procured such Policy or Bond in accordance with the provisions of Section 7.4; and (x) at the written request of the Program Administrator, the Steering Committee shall have issued its approval to commence the CFR Program and to authorize the offer and payment of the initial Reward Amount thereunder by issuance of a joint press release on behalf of all Participating EDUs announcing the official commencement and launch of the CFR Program. The CFR Program shall officially commence on the date specified in such joint press release as the official start date of the CFR Program (the “**Program Launch Date**”).

ARTICLE 6

APPROVAL AND PAYMENT OF INVOICES

6.1. Implementer Invoices. The Program Agreement with each Implementer shall set forth the terms and conditions for submission of all Implementer invoices to the Program Administrator for payment. Following receipt of any invoice from any Implementer, or from any other contractor, vendor, attorney, accountant, or other third party in connection with the Program Administrator’s role and responsibilities as Program Administrator and that the Program Administrator has not paid directly and submitted for reimbursement as an Administrative Expense that was paid by the Program Administrator in accordance with the provisions of Section 6.2 below, the Program Administrator shall submit such invoice (along with any other supporting documents submitted therewith) to the Steering Committee and/or the applicable Invoice Subcommittee. The CARB Representative shall receive copies of all invoices submitted to the Steering Committee. Following final approval of any such invoice by the Steering Committee or CARB, the Program Administrator shall authorize and instruct the Financial Institution to pay such invoice as an Administrative Expense from the Program Funds Account or the Disbursement Account, as applicable. Any amounts incurred in connection with any delay in approval or payment of any invoice, including any interest, fees, charges, penalties or other amounts, shall also be paid as an Administrative Expense from the Program Funds Account or the Disbursement Account, as applicable.

6.2. Program Administrator Invoices. In the event that the Program Administrator (or any Affiliate thereof) pays any Administrative Expenses directly, including any

Administrative Expenses paid or incurred by the Program Administrator prior to the Program Launch Date, the Program Administrator shall submit an invoice therefor (along with any reasonably requested supporting documentation) to the Steering Committee and/or the applicable Invoice Subcommittee. The CARB Representative shall receive copies of all invoices submitted to the Steering Committee. Following final approval of any such invoice by the Steering Committee or CARB, the Program Administrator shall authorize and instruct the Financial Institution to pay such invoice as an Administrative Expense from the Program Funds Account or the Disbursement Account, as applicable.

6.3. Reward Amount Payments. For the avoidance of doubt, Reward Amount payments and reimbursements shall not be subject to the invoice, approval and payment procedures set forth in this ARTICLE 6, and shall in no event be deemed to be Implementer or vendor invoices. Reward Amount payments and reimbursements shall be handled pursuant to the provisions of Section 4.3(c)(i) and the applicable Program Agreements with the Program Implementer and the Financial Institution, and shall in no event require any review or approval of the Steering Committee or any subcommittee thereof, but are subject to audit by the Program Auditor.

ARTICLE 7

RELEASE, COVENANT NOT TO SUE, INSURANCE AND INDEMNIFICATION

7.1. Release and Waiver.

(a) Each Party, on its own behalf, and on behalf of its successors, assigns, direct and indirect subsidiaries and Affiliates (collectively, "**Related Entities**"), does hereby irrevocably, unconditionally, voluntarily, knowingly, fully, finally, completely, and forever waive and disclaim, and release and discharge:

(i) SCE, and each of its direct and indirect subsidiaries, Affiliates, divisions, successors, assigns and predecessors and each of its and their direct and indirect Representatives, successors, and assigns, individually and collectively (each, a "**SCE Released Party**" and collectively, the "**SCE Released Parties**"), from, against and with respect to, any and all Claims that such Party or its Related Entities ever had or now has, or may hereafter have or acquire, against any of the Released Parties by reason of any and all acts, omissions, events, circumstances or facts existing or hereafter occurring that, directly or indirectly, arise out of, result from, relate to, or are otherwise connected with or involving SCE's performance or non-performance in its role, capacity or status as Program Administrator, or its actions or inactions as Program Administrator or with respect to the administration, management or oversight of the CFR Program, including, without limitation, the RFP/RFI processes, the selection of the Implementers, the performance or non-performance of any Implementer, and any management or oversight of the Implementers ("**SCE Released Claims**"); provided that in no event shall SCE Released Claims include or be deemed to include Claims arising from the SCE Released Party's own fraud, willful injury to the person or property of another, or violation of law whether willful or negligent, or otherwise against public policy pursuant to California Civil Code Section 1668; and

(ii) each Member, each Alternate and each EDU that appoints or employs such Member or Alternate, individually and collectively (each, a **“Steering Committee Released Party”** and collectively, the **“Steering Committee Released Parties”**), from, against and with respect to, any and all Claims that such Party or its Related Entities ever had or now has, or may hereafter have or acquire, against any of the Released Parties by reason of any and all acts, omissions, events, circumstances or facts existing or hereafter occurring that, directly or indirectly, arise out of, result from, relate to, or are otherwise connected with or involving such Member’s or Alternate’s performance or non-performance in his or her role, capacity or status as a Member or Alternate, or his or her actions or inactions as a Member or Alternate on the Steering Committee or with respect to the Steering Committee’s administration, management or oversight of the CFR Program, including, without limitation, the RFP/RFI processes, the selection of the Implementers, the performance or non-performance of any Implementer, and any management or oversight of the Implementers (**“Steering Committee Released Claims”**); provided that in no event shall Steering Committee Released Claims include or be deemed to include Claims arising from the Steering Committee Released Party’s own fraud, willful injury to the person or property of another, or violation of law whether willful or negligent, or otherwise against public policy pursuant to California Civil Code Section 1668.

(b) Each Party, itself and for its Related Entities, expressly acknowledges and agrees that it has executed and delivered this Agreement with the intention that the release and waiver set forth in this Section 7.1 (the **“Release”**) be a general release and waiver to the full extent provided herein. Each Party, itself and for its Related Entities, expressly acknowledges and agrees that there is a possibility that subsequent to the execution of this Agreement, it will discover facts or incur or suffer Claims specifically related to Released Claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by it at that time may have materially affected its decision to execute this Agreement or to grant the Release provided for herein. Each Party, itself and for its Related Entities, expressly acknowledges and agrees that it has by reason of this Agreement, and the Release contained herein, it is assuming any risk of such unknown facts and such unknown and unsuspected Released Claims. Each Party, itself and for its Related Entities, expressly acknowledges and agrees that it has been advised of, and does hereby specifically and expressly waive and release all rights under, the provisions of Section 1542 of the Civil Code of California, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Notwithstanding any such provisions or similar laws, this Agreement shall constitute a full release of Released Claims in accordance with its terms. Each Party, itself and for its Related Entities, knowingly and voluntarily waives the provisions of Section 1542 and any other such statutes, laws, or rules of similar effect, and acknowledges and agrees that this waiver is an essential and material term of this Agreement and was separately bargained for, and without such waiver (i) SCE would not have agreed to serve as Program Administrator and would not have entered into this Agreement, and (ii) each Member and each Alternate would not have agreed to

serve as a Member or Alternate, as the case may be, on the Steering Committee. Each Party, itself and for its Related Entities, hereby represents that it has been advised by its legal counsel, and that it understands and acknowledges the significance and consequence of the Release set forth herein and of this waiver of Section 1542 and any other such statutes, laws, or rules of similar effect.

7.2. Covenant Not To Sue.

Each Party, on its own behalf and on behalf of each of its Related Entities, irrevocably covenants and agrees never to sue, commence or prosecute any action or other proceeding against, or make any Claim or demand upon any Released Party, directly or indirectly, in respect of any of the Claims or matters waived, disclaimed, released or discharged in respect of such Released Party pursuant to Section 7.1 above, or in respect of any of the Claims or matters purported to be waived, disclaimed, released or discharged in respect of such Released Party pursuant to Section 7.1 above notwithstanding the failure of any court or arbitrator of competent jurisdiction to enforce or validate any provision thereof.

7.3. Effect of Release and Covenant Not to Sue.

(a) Enforcement. Each of the Release set forth in Section 7.1 and the covenant not to sue set forth in Section 7.2 (the “**Covenant Not to Sue**”) may be pleaded by any of the Released Parties as a full and complete defense and may be used as the basis for an injunction against any action at law or equity instituted or maintained against any of them in violation hereof.

(b) Complete Release. Each Party hereby warrants and represents that there are no additional entities or persons affiliated with such Party that are necessary to effectuate the release and extinguishment contemplated herein and this Agreement (including, without limitation, the Release and the Covenant Not to Sue set forth herein) constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies. Each Party hereby warrants and represents that such Party has not heretofore assigned, subrogated or transferred, or purported to assign, subrogate, or transfer to any Person whatsoever any Released Claim. Each Party hereby agrees to indemnify, defend, and hold harmless each Released Party from any such assignment, subrogation, or transfer of Released Claims.

(c) Knowledge and Investigation Of Release/Covenant Not to Sue. Each Party granting the Release and making the Covenant Not to Sue has made such investigation of the facts pertaining to the Release and the Covenant Not to Sue, and all of the matters pertaining thereto, as such Party deems necessary. In agreeing to the Release and the Covenant Not to Sue, each such Party assumes, on its own behalf and on behalf of each of its Related Entities, the risk of any mistake. Should any such Party subsequently discover that such Party’s understanding of the facts or of the law in agreeing to such Release and Covenant Not to Sue was incorrect, such Party (and its Related Entities) will not be entitled to any relief in connection therewith. Without limiting the generality of the foregoing, each Party surrenders any alleged right or Claim to set aside or rescind the Release or the Covenant Not to Sue on any ground whatsoever. Each of the

Release and the Covenant Not to Sue is intended to be and is final and binding upon each Party and its Related Entities.

(d) Newly Discovered Facts Or Claims. Each Party is aware that such Party may hereafter discover claims or facts in addition to or different from those such Party now knows or believes to be true with respect to the matters related herein. Nevertheless, it is each Party's intention to fully, finally, and forever waive, disclaim, settle and release all such matters covered by the Release or Covenant Not to Sue, and all Released Claims relative thereto, which now exist, heretofore have existed, or arise in the future between any Party or any Party's Related Entities, on the one hand, and any Released Party, on the other hand. In furtherance of such intention, the waivers, disclaimers and releases given herein will remain in effect as full and complete waivers, disclaimers and releases of all such matters notwithstanding the discovery or existence of any additional or different claims or facts related thereto.

(e) Full Knowledge; Independent Legal Advice. Each Party hereby warrants and represents that, in executing this Agreement, such Party does so with full knowledge of any and all rights that such Party may have with respect to the matters set forth herein and the Released Claims, and that such Party has received independent legal advice with respect to the matters set forth herein and the Released Claims and with respect to the rights and asserted rights arising out of such matters.

(f) Binding Effect. Each of the Release and the Covenant Not to Sue is binding upon each Party and all of its Related Entities and will inure to the benefit of each of the Released Parties.

7.4. Insurance.

To the extent commercially available, SCE shall procure and purchase, as an Administrative Expense using Program Funds, one or more insurance policies (each a "**Policy**") to cover any and all Claims pertaining to SCE's administration of the CFR Program, the Steering Committee's administration of the CFR Program and any administrative activities and, to the extent possible, Claims pertaining to the CFR Program itself and Claims against any Participating EDU arising from or in connection with the CFR Program. In addition to or in lieu of any such insurance policy, SCE may also procure and purchase, as an Administrative Expense using Program Funds, one or more performance bonds to cover its obligations under any Program Agreement (each, a "**Bond**"). SCE shall have the authority to select, purchase, maintain and replace, as the case may be, any such Policy or Bond and to make any and all decisions with respect thereto including, without limitation, the providers, nature, amounts, and other terms and conditions thereof; provided that if SCE is presented with more than one quotation for any such Policy or Bond from different providers prior to purchasing such a Policy or Bond, it shall present such quotations to the Steering Committee for review and approval in accordance with the provisions of Section 4.1(c). Notwithstanding the foregoing, in no event shall SCE or any other Released Party be liable or responsible to any Party or Person for any failure to obtain, approve or maintain any such Policy or Bond, and the lack of any such Policy or Bond shall in no event affect the right to indemnification of any Indemnified Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Claims hereunder. If any Indemnified Person recovers any

amounts in respect of any Claim from any insurance coverage, then such Indemnified Person shall, to the extent that such recovery is duplicative of amounts with respect to such Claim received under the provisions of Section 7.5(c) below, reimburse the applicable Parties (on a pro rata basis) for any amounts previously paid to such Indemnified Person by such Parties in respect of such Claim.

7.5. Indemnification.

(a) Indemnified Claims.

(i) In the event that any Claims are made against or otherwise incurred or suffered by SCE or any other SCE Released Party (SCE and the other SCE Released Parties also being referred to herein collectively as, the “**SCE Indemnified Persons**”, each an “**SCE Indemnified Person**”) at any time that, directly or indirectly, arise out of, result from, relate to, or are otherwise connected with or involving SCE’s role, capacity or status as Program Administrator, SCE’s actions or inactions as Program Administrator or with respect to the administration, management or oversight of the CFR Program, the solicitation or RFP/RFI processes, or any Program Agreement (each, an “**SCE Indemnified Claim**”), each SCE Indemnified Person shall be entitled to reimbursement, advancement of expenses, defense, protection, and payment from Program Funds for any such SCE Indemnified Claim.

(ii) In the event that any Claims are made against or otherwise incurred or suffered by any Member, any Alternate or any other Steering Committee Released Party (the Members, Alternates and the other Steering Committee Released Parties also being referred to herein collectively as, the “**Steering Committee Indemnified Persons**”, each a “**Steering Committee Indemnified Person**”) at any time that, directly or indirectly, arise out of, result from, relate to, or are otherwise connected with or involving such Member’s or Alternate’s role, capacity or status as a Member or Alternate on the Steering Committee, or such Member’s or Alternate’s actions or inactions as a Member or Alternate on the Steering Committee, or with respect to the Steering Committee’s administration, management or oversight of the CFR Program, the solicitation or RFP/RFI processes, or the Steering Committee’s approval (or disapproval) of any Program Agreement (each, a “**Steering Committee Indemnified Claim**”), each Steering Committee Indemnified Person shall be entitled to reimbursement, advancement of expenses, defense, protection, and payment from Program Funds for any such Steering Committee Indemnified Claim.

(b) Payment of Indemnified Claims.

(i) As a first resort, payment for any Indemnified Claim will come from any Policy or Bond that may be then in effect and available to cover such Indemnified Claim.

(ii) To the extent that any Indemnified Claim, or any portion thereof, is not covered by any Policy or Bond that is then in effect and available, or to the extent the amounts available and obtained therefrom are insufficient to fully cover and satisfy the entire amount of such Indemnified Claim, then any and all Program Funds shall be used to pay and satisfy the Indemnified Claim and all amounts associated therewith in the following order of

priority (and, for the avoidance of doubt, no Percentage Target limitation that may otherwise be applicable as set forth in Section 5.2 shall apply), (A) if there is a Program Funds Account, (x) first, all amounts held in such Program Funds Account (other than the Reserve Amounts), and (y) second, the Reserve Amounts, and (B) if there is no Program Funds Account, (x) first, all amounts held in the Disbursement Account, (y) second, all amounts held in any and all Deposit Accounts (other than the Reserve Amounts), and (z) third, the Reserve Amounts.

(iii) In the event that existing Program Funds are insufficient to fully cover and satisfy the entire amount of any such Indemnified Claim, then each Party (including, for the avoidance of doubt, SCE in its capacity as a Participating EDU) shall, on a pro rata basis according to the respective Contribution Percentages (as defined in Section 1.1) of the Parties at such time, promptly deposit into its respective EDU Contribution Account such amounts of (A) additional LCFS Credit Revenue held by such Party in excess of its Required Percentage of LCFS Credit Revenue required to be contributed by such Party to Program Funds pursuant to Section 5.4 ("**Holdback Funds**"), and (B) revenue from the sale of any other credits issued by CARB pursuant to the LCFS Regulation ("**LCFS Non-Base Credit Revenue**"), up to an amount equal to the aggregate sum of all Holdback Funds and LCFS Non-Base Credit Revenue then held by such Party along with any and all future LCFS Credit Revenue received by such Party from the sale(s) of LCFS Base Credits (including all future Holdback Funds and not limited to such Party's Required Percentage of its LCFS Credit Revenue) and any and all future LCFS Non-Base Credit Revenue received by such Party from the sale(s) of such other LCFS credits issued by CARB, until each such Indemnified Claim and all amounts associated therewith have been paid and satisfied in full. In the event that the total amount of any Party's LCFS Non-Base Credit Revenue contributed with respect to any Indemnified Claim is insufficient to cover its respective Contribution Percentage of the amount of any such Indemnified Claim (each such Party, a "**Shortfall Party**"), each Party that is required to contribute aggregate Holdback Funds or LCFS Non-Base Credit Revenue pursuant to the preceding sentence or pursuant to the provisions of Section 7.5(c) below that is in excess of its respective Contribution Percentage of the amount of any such Indemnified Claim (each such Party, an "**Excess Party**"), shall be entitled to be reimbursed by each Shortfall Party, on a pro rata basis in proportion to its respective share of such excess contributions of Holdback Funds and LCFS Non-Base Credit Revenues made by all Excess Parties, and the Steering Committee (with oversight from CARB and, with respect to the IOUs only, the CPUC) shall determine the appropriate timing, manner and amounts of such reimbursements (including an appropriate interest factor to take into account the time value of money) required to be made by any Shortfall Party to any Excess Party, and each Party shall comply with the instructions of the Steering Committee with respect thereto.

(c) Shortfall Indemnity. Solely in the event that the amount of any Indemnified Claim has not been fully and finally satisfied pursuant to the provisions of Section 7.5(b), and the amounts available to pay such Indemnified Claim under Section 7.5(b) are insufficient or exhausted, all of the Parties (including, for the avoidance of doubt, SCE in its capacity as a Participating EDU), on a pro rata basis according to their respective Contribution Percentages, shall indemnify, defend, and hold each Indemnified Person harmless from and against any such Indemnified Claim that has been made, brought or asserted against any Indemnified Person by any other Person, except to the extent that such Indemnified Claim arises out of such Indemnified Person's gross negligence or reckless or willful misconduct, as determined by a final arbitration award or final judgment or judicial decree issued by an

arbitrator or court of competent jurisdiction. The Parties acknowledge and agree that the obligations of any POU to make such payments under this Section 7.5(c) constitute an expense of the POU payable from its electric revenue fund.

7.6. Maximum Liability.

(a) IN ADDITION TO, AND WITHOUT ANY LIMITATION (EXPRESS OR IMPLIED) ON THE FOREGOING PROVISIONS OF THIS ARTICLE 7, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SCE AND THE OTHER SCE RELEASED PARTIES WITH RESPECT TO ANY AND ALL CLAIMS DESCRIBED IN SECTION 7.1 OR SECTION 7.2 ABOVE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED FIVE THOUSAND DOLLARS (\$5,000.00) TO ANY PARTY AND ITS RELATED ENTITIES OR FIFTY THOUSAND DOLLARS (\$50,000) IN THE AGGREGATE TO ALL PARTIES (AND THEIR RESPECTIVE RELATED ENTITIES) FOR ANY AND ALL SUCH CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 7.6(a) DOES NOT APPLY TO ANY LIABILITY THAT SCE MAY HAVE UNDER SECTION 7.5(b) OR SECTION 7.5(c) IN ITS CAPACITY AS A PARTICIPATING EDU.

(b) IN ADDITION TO, AND WITHOUT ANY LIMITATION (EXPRESS OR IMPLIED) ON THE FOREGOING PROVISIONS OF THIS ARTICLE 7, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ANY MEMBER OR ANY ALTERNATE (OR THEIR RESPECTIVE RELATED STEERING COMMITTEE RELEASED PARTIES) WITH RESPECT TO ANY AND ALL CLAIMS DESCRIBED IN SECTION 7.1 OR SECTION 7.2 ABOVE WITH RESPECT TO SUCH STEERING COMMITTEE RELEASED PARTIES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED FIVE THOUSAND DOLLARS (\$5,000.00) TO ANY PARTY AND ITS RELATED ENTITIES OR FIFTY THOUSAND DOLLARS (\$50,000) IN THE AGGREGATE TO ALL PARTIES (AND THEIR RESPECTIVE RELATED ENTITIES) FOR ANY AND ALL SUCH CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 7.6(b) DOES NOT APPLY TO ANY LIABILITY THAT ANY STEERING COMMITTEE RELEASED PARTY MAY HAVE UNDER SECTION 7.5(b) OR SECTION 7.5(c) IN ITS CAPACITY AS A PARTICIPATING EDU.

7.7. Savings.

If this ARTICLE 7 or any portion hereof shall be invalidated on any ground by any arbitrator or court of competent jurisdiction, then the Parties shall nevertheless release and covenant not to sue each Released Party pursuant to Sections 7.1 through 7.3, and the Parties shall nevertheless indemnify, defend and hold harmless each Indemnified Person pursuant to Section 7.5(c), in each case to the fullest extent permitted by any applicable portion of this ARTICLE 7 that shall not have been invalidated and to the fullest extent permitted by applicable law.

7.8. New Program Administrator; Amendment.

(a) In the event that a new Program Administrator that is a Participating EDU is appointed to replace or succeed SCE following the date of expiration or termination of SCE's appointment as Program Administrator in accordance with the provisions of Section 3.1(b), then unless the Steering Committee otherwise determines and the Parties amend this Section 7.8(a) in connection with the replacement administrative and governance structure for the CFR Program that is implemented at such time in accordance with the provisions of 3.1(c), any such replacement or successor Program Administrator to SCE that is a Participating EDU shall receive and be entitled to the same rights and protections as are provided to SCE under this ARTICLE 7 and on the same terms and conditions as are applicable to SCE hereunder. For the avoidance of doubt, in the event that a Third Party Program Administrator replaces or succeeds SCE or any other Participating EDU as Program Administrator, any such Third Party Program Administrator shall not be entitled hereunder to any of the rights or protections that are provided to SCE (or to any other Released Party or Indemnified Person) under this ARTICLE 7.

(b) The provisions of this ARTICLE 7 shall be a contract among all of the Parties, on the one hand, and each Program Administrator (and the other Released Parties and Indemnified Persons with respect to such Program Administrator) who served in such capacity, in each case other any Third Party Program Administrator, at any time while this ARTICLE 7 is in effect, on the other hand, pursuant to which each of the Parties and each such Program Administrator, Released Party, and Indemnified Person intend to be legally bound. No amendment, modification, or repeal of this ARTICLE 7 that adversely affects the rights of any former, current or future Program Administrator (excluding any Third Party Program Administrator), Released Party or Indemnified Person to waiver, disclaimer, discharge, release, or the covenant not sue with respect to any or all Released Claims, or to indemnification and defense for and protection from any or all Indemnified Claims, incurred or relating to a state of facts existing, or to any Program Administrator's service, status or capacity as Program Administrator (excluding any Third Party Program Administrator), prior to such amendment, modification, or repeal shall apply in such a way as to eliminate or reduce such Program Administrator's (and the other Released Parties' and Indemnified Persons' with respect to such Program Administrator) entitlement to waiver, disclaimer, discharge, release, or the covenant not sue with respect to any or all such Released Claims, or to indemnification and defense for and protection from any or all such Indemnified Claims, or to any other rights or privileges under this ARTICLE 7, in each case without such Program Administrator's or former Program Administrator's (but excluding any Third Party Program Administrator) prior written consent.

7.9. Survival.

The provisions of this ARTICLE 7 shall survive and continue to apply and bind each Party (including each former, current and future Party) hereto in perpetuity notwithstanding any termination of this Agreement, any termination of the CFR Program, or any withdrawal of any Party from this Agreement or the CFR Program; provided, however, that the provisions of Section 7.5(c) shall terminate on the date (the "**Shortfall Indemnity Termination Date**") that is ninety (90) days after the latest to occur of (i) the fourth anniversary of the date of termination of this Agreement, (ii) the fourth anniversary of the date of termination of the CFR Program, and (iii) the expiration of the longest federal, state, local or foreign statute of limitations (including extensions thereof) applicable to any Indemnified Claim (or, if written notice of such

Indemnified Claim shall have been given prior to such date, indefinitely until such Indemnified Claim is finally resolved and paid in full).

ARTICLE 8

PROGRAM MATERIALS; PUBLIC ANNOUNCEMENTS

8.1. Ownership of Program Materials

The Parties hereby acknowledge and agree that, because the CFR Program is a CARB program created by the LCFS Regulation, any and all intellectual property rights (including any copyright, trademark, service mark, and patent rights) in and to any materials, webpages, software, databases, project data, documentation, reports, logos, works of authorship, other works, or other intellectual property materials developed, created, produced or invented in the performance of the CFR Program, by any Implementer, whether solely or jointly with any other Implementer or with any employees, contractors, or agents of any Party in connection with the CFR Program (collectively, "**Program Material**"), will be assigned to CARB; provided that in no event shall Program Material (or any assignment thereof) include, or be deemed to include, any Party's proprietary intellectual property or confidential information that may be incorporated into or included in any Program Material. All Program Agreements shall (a) contain or require the delivery of such an assignment by the Implementer to CARB of all intellectual property rights in any and all Program Material developed, created, produced or invented thereunder, and (b) require that the Implementer deliver to CARB or its designee all Program Material in its possession upon any termination of the applicable Program Agreement with such Implementer, and provide all reasonable and necessary assistance to CARB or its designee as needed to ensure a smooth transition to a new Implementer, in each case in a form approved by the Steering Committee. It is the Parties' intention that rebate access and redemption be seamless to ZEV purchasers and lessees during the term of the CFR Program.

8.2. Public Announcements

The Steering Committee or its designee(s) will approve the content and timing of any and all joint press releases or announcements regarding the CFR Program on behalf of all Participating EDUs, and all Participating EDUs shall be required to sign on to such joint press releases and announcements in the time and manner so approved by the Steering Committee or its designee. No Party may issue any other press release or announcement regarding this Agreement, any Program Agreement, the CFR Program, or any Program Material unless (i) such press release is issued jointly by the Participating EDUs in the form approved by the Steering Committee or its designee (including any subcommittee established for such purpose or the applicable Program Implementer) in accordance with the immediately preceding sentence, or (ii) before the release of the press release such Party furnishes the other Parties with a copy of such press release, and (A) obtains the prior written approval of the Steering Committee or such designee of such press release, or (B) the press release by such Party complies and is in strict accordance with the terms, conditions and substance of a pre-approved form of such press release that has already been approved by the Steering Committee or such designee for purposes of issuances of such press release(s) by any Party; provided that, notwithstanding any failure to obtain such approval, no Party is prohibited from issuing or making any press release or other announcement or notification if it is necessary to do so in order to comply with applicable laws,

legal or regulatory proceedings or the rules and regulations of any stock exchange having jurisdiction over such Party.

ARTICLE 9 PROGRAM TERM; TERMINATION; WITHDRAWAL

9.1. Term

(a) Term. This Agreement will be effective as of the Effective Date and will remain in effect until the earlier to occur of (i) CARB's termination of the CARB-authorized and endorsed CFR Program, or (ii) the unanimous approval of the termination of this Agreement by all Members of the Steering Committee.

(b) Effect of Termination. Notwithstanding any expiration or termination of this Agreement, the provisions of ARTICLE 1, Section 4.3, ARTICLE 7, ARTICLE 8, this ARTICLE 9, and ARTICLE 10 shall survive any such expiration or termination and shall remain in full force and effect and each Party and each former Party shall continue to be obligated and bound thereafter by the provisions thereof. Any Program Funds shall remain in the respective Accounts in which they are held at the time of such termination and shall be used thereafter in order to pay for any Administrative Expenses, Reward Amount payment reimbursements, Indemnified Claims, or other expenses and liabilities (contingent or otherwise) of the CFR Program or with respect to its administration that exist as of or arise following the date of termination (collectively, "**Remaining Liabilities**"). After the payment and satisfaction of all Remaining Liabilities, and in no event before the occurrence of the Shortfall Indemnity Termination Date, but in all events subject to the requirements of the LCFS Regulation, any remaining Program Funds shall be distributed in the following manner and order of priority:

(i) To the extent that any payments have been made pursuant to the provisions of Section 7.5(c) at any time prior to the Shortfall Indemnity Termination Date ("**Shortfall Payments**"), any remaining Program Funds shall first be distributed to the Parties that made such Shortfall Payments on a *pro rata* basis in proportion to each such Party's respective percentage of the aggregate total amount of all Shortfall Payments made by all of the Parties, in each case until each such Party has received the total amount of such Party's Shortfall Payments returned to it in full (without interest);

(ii) After satisfaction in full of any amounts payable under Section 9.1(b)(i) above, to the extent that any payments have been made pursuant to the provisions of Section 7.5(b)(iii) at any time prior to the Shortfall Indemnity Termination Date ("**Additional LCFS Revenue Payments**"), any remaining Program Funds shall next be distributed to the Parties that made such Additional LCFS Revenue Payments on a *pro rata* basis in proportion to each such Party's respective percentage of the aggregate total amount of all Additional LCFS Revenue Payments made by all of the Parties, in each case until each such Party has received the total amount of such Party's Additional LCFS Revenue Payments returned to it in full (without interest); and

(iii) After satisfaction in full of any amounts payable under Section 9.1(b)(i) and 9.1(b)(ii) above, all remaining Program Funds shall be distributed in the manner

required by the LCFS Regulation or, if no such manner is specified, to the Parties on a *pro rata* basis in proportion to each such Party's respective percentage of the aggregate total amount of all EDU Contributions made by all Parties during the term of the CFR Program.

(c) LADWP Term. Notwithstanding the provisions of Section 9.1(a) above, the term of LADWP's participation as a Participating EDU under this Agreement shall commence on the Effective Date and terminate on the earlier to occur of (x) the fifth anniversary of the Effective Date unless, not less than ninety (90) days prior to such fifth anniversary, LADWP delivers written notice to the Program Administrator and the Steering Committee that LADWP elects not to terminate its participation as a Participating EDU under this Agreement on the date of such fifth anniversary, or (y) the date on which LADWP withdraws as a Party pursuant to the provisions of Section 9.2 below or is removed as a Party pursuant to the provisions of Section 9.3 below.

9.2. Withdrawal by a Party

(a) Withdrawal by a Party. Any Party may cancel its participation in this Agreement and withdraw as a Party hereunder with or without cause, upon (i) such Party's compliance with any procedures and requirements set forth in the LCFS Regulation governing such Party's withdrawal from the CFR Program and this Agreement, and such Party's delivery of advanced written notice to CARB, the Program Administrator and the Members of such Party's intent to withdraw as a Party (a "**Withdrawal Notice**"), which advance written notice must be delivered within the timeframe set forth in the LCFS Regulation or, if none is provided, not less than ninety (90) calendar days prior to the Party's intended date of withdrawal; and (ii) such Party's satisfaction of the following conditions to such withdrawal:

(A) Within ten (10) days of the date of its Withdrawal Notice, such Party must deposit into its EDU Contribution Account the Required Percentage of any LCFS Credit Revenue held by such Party;

(B) Within the timeframe required for such Party to sell its Earmarked Credits and contribute the Required Percentage of the LCFS Credit Revenue generated therefrom into its EDU Contribution Account pursuant to the provisions of Section 5.4, or such shorter timeframe as may be required by the LCFS Regulation, such Party must sell any remaining Earmarked Credits received or held by such Party and deposit into its EDU Contribution Account the Required Percentage of any LCFS Credit Revenue received by such Party from such sale(s) of LCFS Base Credits; and

(C) Immediately following the date of its Withdrawal Notice or, if later, the date on which the Program Administrator delivers to such Party a notice of an Indemnified Claim under Sections 7.5(b)(iii) or 7.5(c), such Party shall deposit into its EDU Contribution Account the additional amount of LCFS Credit Revenue demanded from such Party in any outstanding notice of Indemnified Claim delivered to such Party by the Program Administrator.

(b) Effect of Withdrawal. Following any withdrawal or attempted withdrawal by any Party from this Agreement, the provisions of ARTICLE 1, Section 4.3, ARTICLE 7,

ARTICLE 8, this ARTICLE 9, and ARTICLE 10 shall survive, remain in full force and effect, and continue to apply to such Party, and such Party shall continue to be obligated and bound by the provisions thereof at all times thereafter. Following a Party's delivery of a Withdrawal Notice, such Party shall promptly complete and satisfy in full any procedures, requirements or other conditions for such Party's withdrawal from the CFR Program or this Agreement as are set forth in the LCFS Regulation. In addition, following any Party's delivery of a Withdrawal Notice, the Program Administrator may thereafter instruct the Financial Institution to transfer any and all amounts held in such Party's Individual Deposit Account at such time or at any time thereafter into the Disbursement Account (or any Collective Deposit Account) on a priority basis at any time, and from time to time, thereafter, notwithstanding such Party's respective pro rata share of any outstanding Reward Amount payment reimbursements or Administrative Expenses. Notwithstanding the foregoing provisions of this Section 9.2(b), following the second anniversary of the date of a Party's valid withdrawal as a Party to this Agreement in accordance with the requirements set forth in this Section 9.2, and subject to such former Party's continued compliance with its obligations hereunder following such withdrawal, such former Party's obligations under Sections 7.5(b)(iii), 7.5(c) or 9.2(a)(C) shall no longer apply with respect to any Indemnified Claim that arises solely from activities, omissions, events or circumstances occurring following such second anniversary.

9.3. Removal of a Party

(a) Post-Breach Removal. Any Party may be removed as a Party under this Agreement if, following notice by the Program Administrator, upon the agreement and concurrence of the Steering Committee, of such Party's material breach of such Party's obligations under this Agreement (including any failure by such Party to make any of its Required EDU Contributions in strict accordance with the requirements of this Agreement), such Party does not cure such breach to the satisfaction of the Steering Committee within thirty (30) days of the date of such notice of breach and the Steering Committee thereafter votes to remove such Party as a Party under this Agreement ("**Removal Vote**"). Following the occurrence of a Removal Vote with respect to a Party, such Party shall immediately be removed as a Party from this Agreement, and shall further be required to act as follows (provided that such action is consistent with the LCFS Regulation as in effect at such time):

(i) Within three (3) days of the date of the Removal Vote, such Party must deposit into its EDU Contribution Account all LCFS Credit Revenue held by such Party; and

(ii) Within ten (10) days of the date of the Removal Vote, such Party must sell any remaining LCFS Base Credits received or held by such Party and deposit into its EDU Contribution Account all of the LCFS Credit Revenue received by such Party from such sale(s) of LCFS Base Credits.

(b) Effect of Removal. Following any Removal Vote with respect to any Party, the provisions of ARTICLE 1, Section 4.3, ARTICLE 7, ARTICLE 8, this ARTICLE 9, and ARTICLE 10 shall survive, remain in full force and effect, and continue to apply to such Party, and such Party shall continue to be obligated and bound by the provisions thereof at all times thereafter. Following the Removal Vote, such Party shall forfeit any and all rights to

receive any LCFS Base Credits and shall no longer receive any LCFS Base Credits from CARB, and such Party's forfeited LCFS Base Credits it would have otherwise received thereafter had it not been removed as a Party shall be allocated to the other remaining Participating EDUs pro rata, in each case in accordance with the provisions of the LCFS Regulation. In addition, following the Party's removal, the Program Administrator may thereafter instruct the Financial Institution to transfer any and all amounts held in such Party's Individual Deposit Account at such time or at any time thereafter into the Disbursement Account (or any Collective Deposit Account) on a priority basis at any time, and from time to time, thereafter, notwithstanding such Party's respective pro rata share of any outstanding Reward Amount payment reimbursements or Administrative Expenses.

ARTICLE 10 MISCELLANEOUS

10.1. Governing Law; Waiver of Jury Trial.

(a) The construction, validity, performance, and effect of this Agreement for all purposes will be governed by the laws of the State of California, without giving effect to otherwise applicable principles of conflicts of law that would give effect to the laws of another jurisdiction.

(b) EACH PARTY (OTHER THAN A PARTY LISTED ON SCHEDULE 10.9(d)) HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTERS RELATED TO THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.1(b).

10.2. Use of Name or Endorsements.

No Party will use the name or intellectual property of any other Party on or with regard to any product or service, which is directly or indirectly related to this Agreement, without the prior written approval of the affected Party or Parties. By entering into this Agreement no Party directly or indirectly endorses any product or service, of or by any Party, its successors or assignees.

10.3. Damages Limitation.

EXCEPT FOR AMOUNTS PAYABLE UNDER SECTION 7.5(c), IN NO EVENT SHALL ANY PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO ANY OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE

DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE LIABLE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

10.4. Survival.

Notwithstanding the expiration or termination of this Agreement, the Parties will continue to be bound by the provisions of this Agreement which, by their nature, will survive such expiration or termination as set forth in Section 9.1(b).

10.5. Headings.

Titles and headings of the Sections and Subsections of this Agreement are for the convenience of reference only and do not form a part of this Agreement and will in no way affect the interpretation thereof.

10.6. Severability.

In the event any one or more of the provisions of the Agreement shall for any reason be held or determined by any Governmental Authority (or any arbitrator appointed pursuant to Section 10.9(c)) to be invalid, illegal or unenforceable under any law, statute, regulation, order or decision of any Governmental Authority, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the Parties underlying the invalid, illegal or unenforceable provision.

10.7. Amendments.

Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than (a) with the prior written approval of (i) the Steering Committee, (ii) CARB, and (iii) to the extent required under applicable law or resolution, the CPUC, and (b) following receipt of the foregoing required approvals, by means of a written instrument referencing this Agreement and signed by (i) the Program Administrator and (ii) Parties with Members on the Steering Committee holding a majority of the aggregate voting percentages held by all Members; provided, however, that if any amendment, waiver, discharge or termination operates in a manner that treats any Party materially different from the other Parties, the consent of such Party shall also be required for such amendment, waiver, discharge or termination. Any such amendment, waiver, discharge or termination effected in accordance with this Section shall be binding upon each Party that has entered into this Agreement; provided, however, that any such amendment, waiver, discharge or termination of the terms of (A) ARTICLE 7, 8 or 9 or Sections 10.1, 10.3, 10.4, 10.7 or 10.9 that adversely affects the rights or obligations of any Participating EDU thereunder will not be binding on such Participating EDU without its consent thereto unless such amendment, waiver, discharge or termination (x) has been approved by the Steering Committee by the vote of Members (or of their respective Alternates or designated

proxies therefor) holding an aggregate voting percentage of at least eighty percent (80%) of the aggregate voting percentage held by all Members, or (y) has been approved by the Steering Committee pursuant to the regular voting requirements set forth in Sections 3.3(i) and 3.3(j) in response to an order or request made by a Governmental Authority or in order to comply with a legal requirement, or (B) the provision of Section 4.1(c) setting forth the voting requirement for approval of each Program Implementer and the Program Auditor must be approved by the same approval vote of the Steering Committee set forth in such provision.

10.8. Assignment.

Neither this Agreement nor any rights or obligations of any Party will be assigned or otherwise transferred by any Party without the prior written consent of the Steering Committee, except that assignment will be permitted in the event of merger, acquisition or change in control of any Party.

10.9. Dispute Resolution.

Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by all Parties to such dispute:

(a) Initial Resolution by Meeting. The Parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one Party to any other Party. Subsequent meetings may be held upon mutual agreement of the Parties to the dispute.

(b) Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the Parties to the dispute shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the Parties to the dispute mutually agree on a later date.

(c) Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall, subject to the provisions of Section 10.9(d) below, be exclusively resolved by arbitration between the Parties to the dispute in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Los Angeles, California, or another location mutually agreed by the Parties to the dispute. The results of such arbitration shall be binding on the Parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, any Party may seek interim injunctive relief from any court of competent jurisdiction.

(d) Venue in Limited Circumstances. Solely in the event that LADWP, SMUD, or any other POU that is added to Schedule 10.9(d) after the Effective Date by approval of the Steering Committee after having documented to the satisfaction of the Steering Committee concurrently with executing and delivering such POU's Joinder hereto that such POU is prohibited by (i) applicable law or (ii) written city or municipal policy that is binding on such POU and that has been in effect since before the Effective Date, from agreeing to participate in

binding arbitration, is a necessary and non-severable party to the applicable dispute, then solely in such event shall such dispute not be resolved pursuant to binding arbitration as set forth in Section 10.9(c) above, but rather shall be submitted to the exclusive jurisdiction of the federal and state courts located in Los Angeles, California. Each Party hereby waives, and agrees not to assert in any such dispute, controversy or proceeding, in each case to the fullest extent permitted by applicable law, any claim that (a) such Party is not personally subject to the jurisdiction of such courts, (b) such Party and such Party's property is immune from any legal process issued by such courts or (c) any Proceeding commenced in such courts is brought in an inconvenient forum.

10.10. No Third Party Beneficiaries.

This Agreement will be binding upon and inure solely to the benefit of each Party hereto and their permitted successors and assigns, and, except as expressly set forth in ARTICLE 7, nothing in this Agreement, express or implied, is intended to or will confer upon any other Person that is not a Party to this Agreement (or a permitted successor or assign thereof) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.11. Independent Parties.

For the purposes of this Agreement, the Parties are jointly funding the development of the CFR Program. The relationship of the Parties is that of independent parties and not as agents of each other or as joint venturers or partners. Nothing contained in this Agreement shall ever be construed to create an association, joint venture, trust or partnership, or impose a trust or partnership duty, obligation or liability on or with regard to any one or more of the Parties. Each Party shall be individually responsible for its own duties and obligations under this Agreement, and shall maintain sole and exclusive control over its respective personnel and operations. No Party or group of Parties shall be under the control of or shall be deemed to control any other Party or the Parties as a group. Except as expressly provided in this Agreement, no Party shall have a right or power to bind any other Party without its or their express written consent.

10.12. Counterparts.

This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each Party has signed one such counterpart.

10.13. Full Performance Required.

Performance of any duty imposed on a Party by this Agreement is conditioned on each other Parties' full performance of all duties imposed on this Agreement.

10.14. Notices.

All notices, requests, consents, claims, demands, waivers, and other communications to a Party under this Agreement, or to any Member or Alternate of such Party on the Steering Committee, shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a

nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the Party addressed to the individual(s) and at the address(es) for such Party specified on Schedule 10.14 hereto (or to such replacement individual(s) at such other address(es) for a Party as shall be specified in a notice given in accordance with this Section 10.14). The Steering Committee shall have the power and authority to amend Schedule 10.14 hereto to incorporate any such modifications made by a Party to its contact information in accordance with the provisions hereof and to add the contact information for each new Party to this Agreement following the Effective Date, but in the absence of the inclusion of a Party's contact information on Schedule 10.14 hereto, then the contact information for such Party shall be the contact information for such Party set forth on its Joinder delivered when it became a Party to this Agreement.

10.15. Construction.

This Agreement has been negotiated by the Parties, and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision hereof against the party drafting this Agreement will not apply in any construction or interpretation of this Agreement. The provisions of this Agreement will be interpreted in a reasonable manner to effect the intentions of the Parties and beneficiaries hereto and of this Agreement.

10.16. Time of Essence.

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

10.17. Specific Performance.

Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, each of the Parties agrees that, without posting bond or other undertaking, the other Parties will be entitled to an injunction or injunctions to prevent breaches or violations of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any claim, action, cause of action or suit (whether in contract or tort or otherwise), litigation (whether at law or in equity, whether civil or criminal), controversy, assessment, arbitration, investigation, hearing, charge, complaint, demand, notice or proceeding to, from, by or before any Governmental Authority having jurisdiction over the Parties and the matter in addition to any other remedy to which it may be entitled, at law or in equity. Each Party hereto further agrees that, in the event of any action for specific performance in respect of such breach or violation, it will not assert the defense that a remedy at law would be adequate or that the consideration reflected in this Agreement was inadequate or that the terms of this Agreement were not just and reasonable.

10.18. Legal Matters.

SCE has retained its own outside legal counsel, Munger, Tolles & Olson LLP, in connection with the CFR Program, SCE's intention to serve as the initial Program Administrator, and the drafting and negotiation of this Agreement, and SCE expects to retain additional legal counsel following approval thereof by the Steering Committee (collectively, including Munger, Tolles & Olson LLP, the "**Law Firms**") following the execution of this Agreement in connection with SCE's role as Program Administrator in administering, managing and overseeing the CFR Program. The Law Firms do not, have not and will not represent any Party other than SCE solely in its role as Program Administrator in connection with (i) the CFR Program or the formation thereof, (ii) the drafting and negotiation of this Agreement or any Program Agreement, (iii) the solicitation process or the operation, administration, management or oversight of the CFR Program, or (iv) any dispute which may arise between any Party or Person other than SCE, on the one hand, and the CFR Program, the Program Administrator, SCE or any other SCE Indemnified Person or SCE's Steering Committee Indemnified Persons in connection with the CFR Program, on the other hand (each matter described in any of the foregoing clauses (i) through (iv), a "**Program Legal Matter**"). Each Party may, if it wishes to have counsel on a Program Legal Matter, retain its own independent counsel at its own expense with respect thereto. Each Party agrees that the Law Firms may represent one or more SCE Indemnified Persons, and/or one or more of SCE's Steering Committee Indemnified Persons, in connection with any and all Program Legal Matters (including any dispute between the CFR Program, the Program Administrator, SCE or any other SCE Indemnified Person or SCE's Steering Committee Indemnified Persons, on the one hand, and any Party (other than SCE), any other Steering Committee Indemnified Person or any other Person, on the other hand) and hereby waives any present or future conflict of interest with the Law Firms regarding Program Legal Matters arising by virtue of any representation or deemed representation of any Party or the CFR Program on account of the Law Firms' representation of one or more SCE Indemnified Persons or SCE Steering Committee Indemnified Persons in connection with any Program Legal Matter; provided that each Law Firm shall be responsible for abiding by the Rules of Professional Conduct applicable to it and its attorneys in connection with any such representation including their duty to keep any client information received from any Party confidential and not disclose it to others and to ensure that appropriate ethical walls or other safeguards that are necessary for them to abide by such Rules of Professional Conduct are implemented. Amounts paid or payable by SCE to the Law Firms in connection with Program Legal Matters that arise or have arisen during or prior to SCE's service as Program Administrator, or that arise following SCE's service as Program Administrator involving or otherwise relating to events or circumstances that occurred, in whole or in part, during SCE's service as Program Administrator and that involve or otherwise relate to SCE's role as Program Administrator, shall be reimbursed to SCE as Administrative Expenses.

10.19. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter. This Agreement and other related documents may be photocopied, scanned and stored on computer storage media (the "**Imaged Agreement**"). The Imaged Agreement, if introduced as evidence, and all computer records of the foregoing, if introduced as evidence, and all computer records of the foregoing, if introduced as evidence in any format, in

any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. No Party shall object to the admissibility of the Imaged Agreement (in electronic, printed, or photocopied format) on the basis that the Agreement or other related documents were not originated or maintained in documentary or written form under either the hearsay rule or the best evidence rule. However, nothing in this Section shall preclude a Party from challenging the admissibility of that evidence on some other ground, without limitation, the basis that the evidence has been materially or substantially altered from the original.

10.20. Representations by the Parties.

Each Party hereby represents and warrants to the Program Administrator and to each other Party that (a) it has the power and authority, and the legal right, to make, deliver and perform this Agreement and it has taken all necessary action to authorize the execution, delivery and performance of this Agreement, (b) other than the approvals of the CPUC set forth in the definition of Final CPUC Approval Date in Section 1.1(gg), which approvals have been requested but not yet received, no consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person that has not been obtained, made or completed is required in connection with the execution, delivery and performance, validity or enforceability of this Agreement, (c) this Agreement has been duly and validly executed and delivered on behalf of such Party, (d) the execution, delivery and performance of this Agreement by such Party will not violate, conflict with, require consent under or result in any breach or default under (i) any of such Party's organizational, governing or charter documents, (ii) any applicable law, or (iii) with or without notice or lapse of time or both, the provisions of any material contract or agreement to which such Party is a party or to which any of its material assets are bound, and (e) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the Parties by their respective authorized officers (or respective designee) as of the year and dates first written above.

Pacific Gas and Electric Company

By: Laurie Giannone

Name: Laurie Giannone

Title: Senior Vice President
Chief Customer Officer

Address for Notice:
77 Beale Street
San Francisco, CA 94105

Approved as to Legal Form and Content (optional)

By: _____

Name: _____

Title: _____

Los Angeles Department of Water & Power

By: _____

Name: _____

Title: _____

Address for Notice:

Approved as to Legal Form and Content (optional)

By: _____

Name: _____

Title: _____

Southern California Edison Company

By: _____

Name: _____

Title: _____

Address for Notice:

Approved as to Legal Form and Content (optional)

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the Parties by their respective authorized officers (or respective designee) as of the year and dates first written above.

Pacific Gas and Electric Company

By: _____

Name: _____

Title: _____

Address for Notice: _____

Approved as to Legal Form and Content (optional)

By: _____

Name: _____

Title: _____

Los Angeles Department of Water & Power

By: *[Signature]*

Name: MARTIN L. ADAMS

Title: GENERAL MANAGER AND

Address for Notice: CHIEF ENGINEER

Approved as to Legal Form and Content (optional)

By: _____ APPROVED AS TO FORM AND LEGALITY

Name: _____ MICHAEL N. FEUER, CITY ATTORNEY

Title: _____

FEB 13 2020
BY *[Signature]*
JEAN-CLAUDE BERTET
DEPUTY CITY ATTORNEY

Southern California Edison Company

By: _____

Name: _____

Title: _____

Address for Notice: _____

Approved as to Legal Form and Content (optional)

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the Parties by their respective authorized officers (or respective designee) as of the year and dates first written above.

Pacific Gas and Electric Company

By: _____
Name: _____
Title: _____
Address for Notice: _____

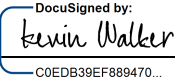
Approved as to Legal Form and Content (optional)
By: _____
Name: _____
Title: _____

Los Angeles Department of Water & Power

By: _____
Name: _____
Title: _____
Address for Notice: _____

Approved as to Legal Form and Content (optional)
By: _____
Name: _____
Title: _____

Southern California Edison Company

By:  _____
Name: Kevin E. Walker _____
Title: Senior Vice President _____
Address for Notice: _____

Approved as to Legal Form and Content (optional)
By: _____
Name: _____
Title: _____

San Diego Gas & Electric Company

By: _____

Name: Estela de Llanos

Title: Vice Pres. Cn Trans, S&S &

Address for Notice: Cn Env Oper

8330 Century Park Court
San Diego, CA 92123

Sacramento Municipal Utility District

By: _____

Name: _____

Title: _____

Address for Notice: _____

Approved as to Legal Form and Content (optional)

By: Abby Snyder

Name: ABBY SMYDER

Title: ATTORNEY

Approved as to Legal Form and Content (optional)

By: _____

Name: _____

Title: _____

San Diego Gas & Electric Company

By: _____

Name: _____

Title: _____

Address for Notice:

Approved as to Legal Form and Content (optional)

By: _____

Name: _____

Title: _____

Sacramento Municipal Utility District

By:  _____

Name: Arlen Orchard

Title: CEO / General Manager

Address for Notice:

6201 S Street Mail Stop B308
Sacramento, CA 95817

Approved as to Legal Form and Content (optional)

By: _____ 

Name: _____

Title: _____

LEGAL

SCHEDULE 1.1

NORTHERN EDUS AND SOUTHERN EDUS

Northern EDUs

**Alameda Municipal Power
City of Healdsburg
Lodi Electric Utility
City of Palo Alto
City of Roseville Electric Utility
Silicon Valley Power
Truckee Donner Public Utilities District
Turlock Irrigation District
City of Ukiah**

Southern EDUs

**Anaheim Public Utilities
Azusa Light and Water
Burbank Water and Power
Colton Electric Utility
Glendale Water and Power
Pasadena Water and Power
Riverside Public Utilities**

SCHEDULE 3.4(a)

ANTICIPATED ADVISORY COMMITTEE MEMBERSHIP

Set forth below is a list of all of the individual stakeholders and/or stakeholder groups that the Parties anticipate will be invited to participate on the Advisory Committee. This list is not intended to be comprehensive and additional organizations may be invited by any Participating EDU and are free to attend. Information regarding how to participate on and join the Advisory Committee will be provided on the Program Implementer's website for the CFR Program.

<u>EDUs</u> PG&E, SCE, SDG&E, LADWP, SMUD, Silicon Valley Power, Glendale, Palo Alto, Anaheim Public Utilities, Pasadena, Burbank, Alameda, Riverside, Roseville, Turlock, Azusa, Healdsburg, Colton, Lodi, Truckee Donner, Ukiah Note: EDU representatives on the Advisory Committee are anticipated to be different individuals from the EDU representatives then serving on the Steering Committee as Members.	<u>ZEV Manufacturers</u> Tesla, Honda, BMW, Nissan, Toyota, Volvo, Hyundai, Jaguar, MINI Mercedes, Volkswagen, Honda, General Motors, Ford <u>Community Organizations</u> Plug-in America, Greenlining Institute <u>Industry Groups</u> Dealerships/Dealership Associations Charging Station Providers (ChargePoint, Greenlots, EVGo, Electrify America, EVConnect), CALSTART, CALETC, CMUA, NCPA, SCPPA <u>Environmental NGOs</u> National Resources Defense Council, Environmental Defense Fund, Union of Concerned Scientists, Sierra Club
<u>California State Agencies</u> Air Resources Board, Public Utilities Commission - Energy Division, Governor's Office <u>Public Advocacy Organizations</u> Public Advocates Office, The Utility Reform Network	

SCHEDULE 10.9(d)

**POUs WHOSE DISPUTES SHALL BE RESOLVED PURSUANT TO
SECTION 10.9(d) RATHER THAN SECTION 10.9(c)**

LADWP
SMUD

SCHEDULE 10.14

PARTY NOTICE INFORMATION

(INCLUDING, IF APPLICABLE, SUCH PARTY'S STEERING COMMITTEE MEMBER)

PG&E:

Pacific Gas & Electric Company
77 Beale Street – B9F
San Francisco, CA 94105
Attn: Suncheth Bhat, Director, Clean Energy Transportation
Email: Suncheth.bhat@pge.com

And to:

Pacific Gas & Electric Company
77 Beale Street – B9F
San Francisco, CA 94105
Attn: Chris Warner, Chief Counsel
Email: Chris.Warner@pge.com

PG&E Steering Committee Member: Suncheth Bhat

SCE:

Southern California Edison
1515 Walnut Grove Avenue, 4th Floor
Rosemead, CA 91770
Attn: Katie Sloan, Director, eMobility
Email: katie.sloan@sce.com

And to:

Southern California Edison
2244 Walnut Grove Avenue
Rosemead, CA 91770
Attn: Rebecca A. Meiers-De Pastino, Senior Attorney
Email: Rebecca.Meiers.DePastino@SCE.com

SCE Steering Committee Member: Katie Sloan

PA Representative: Carter Prescott
Contact Information:
Southern California Edison
eMobility – Customer Programs & Services
1515 Walnut Grove Ave, GO5 4th Floor, 4D4-01
Rosemead, CA 91770

Attn: Carter Prescott, Principal Manager, Operations
E-mail: Carter.Prescott@sce.com

SDG&E:

San Diego Gas & Electric
8335 Century Park Court
San Diego, CA 92111
Attn: Brittany Applestein Syz, Director - Clean Transportation
Email: bsyz@semprautilities.com

And to:

San Diego Gas & Electric
8335 Century Park Court
San Diego, CA 92111
Attn: Abby Snyder, Senior Counsel - Commercial
Email: ASnyder@sdge.com

SDG&E Steering Committee Member: Brittany Applestein Syz

LADWP:

Los Angeles Department of Water & Power
111 N. Hope Street, Room 804
Los Angeles, CA 90012
Attn: Scott Briasco, P.E.
Email: scott.briasco@ladwp.com

With a copy to:

Jean-Claude Bertet, Deputy City Attorney
Office of the Los Angeles City Attorney, Water & Power Division
221 N Figueroa Street, Suite 1000
Los Angeles, CA 90012
E-mail: Jean-Claude.Bertet@ladwp.com

LADWP Steering Committee Member: Scott Briasco

SMUD:

Sacramento Municipal Utility District
6201 S Street Mail Stop B305
Sacramento, CA 95817
Attn: Rachel Huang, Director, Energy Strategy Research and Development

Email: Rachel.Huang@smud.org

With a copy to:

Sacramento Municipal Utility District
Office of General Counsel
6201 S Street, Mail Stop B406
Sacramento, CA 95817

SMUD Steering Committee Member: Rachel Huang

APPENDIX A

CFR PROGRAM EDU CONTRIBUTION REQUIREMENTS

Electric Distribution Utility ("EDU")	CVRP % All EDUs	Initial EDU Contribution	EDU Category	Required Percentage Contribution in years 2019-2022	Required Percentage Contribution in 2023 and thereafter
Pacific Gas & Electric Company	39.78%	\$19,892,022	Investor-owned Utilities	67%	67%
Southern California Edison	31.11%	\$15,553,039	Investor-owned Utilities	67%	67%
San Diego Gas & Electric	9.99%	\$4,994,827	Investor-owned Utilities	67%	67%
Los Angeles Department of Water & Power	10.50%	\$5,252,360	Large Publicly-owned Utilities	35%	45%
Sacramento Municipal Utility District	2.06%	\$1,032,214	Large Publicly-owned Utilities	35%	45%
Silicon Valley Power	0.88%	\$438,511	Medium Publicly-owned Utilities	20%	25%
Glendale Water & Power	0.76%	\$382,455	Medium Publicly-owned Utilities	20%	25%
City of Palo Alto	0.73%	\$364,198	Medium Publicly-owned Utilities	20%	25%
City of Anaheim Public Utilities Department	0.73%	\$363,397	Medium Publicly-owned Utilities	20%	25%
Pasadena Water & Power	0.61%	\$306,221	Medium Publicly-owned Utilities	20%	25%
Burbank Water & Power	0.41%	\$204,841	Medium Publicly-owned Utilities	20%	25%
City of Riverside	0.34%	\$168,485	Medium Publicly-owned Utilities	20%	25%
Roseville Electric	0.27%	\$136,614	Medium Publicly-owned Utilities	20%	25%
Modesto Irrigation District	0.37%	\$183,861	Medium Publicly-owned Utilities	20%	25%
Imperial Irrigation District	0.16%	\$81,039	Medium Publicly-owned Utilities	20%	25%
Turlock Irrigation District	0.14%	\$69,028	Medium Publicly-owned Utilities	20%	25%

Electric Distribution Utility ("EDU")	CVRP % All EDUs	Initial EDU Contribution	EDU Category	Required Percentage Contribution in years 2019-2022	Required Percentage Contribution in 2023 and thereafter
Redding Electric Utility	0.05%	\$23,544	Medium Publicly-owned Utilities	20%	25%
City of Vernon Public Utilities	0.01%	\$4,485	Medium Publicly-owned Utilities	20%	25%
Alameda Municipal Power	0.37%	\$184,822	Small Publicly-owned Utilities	0%	2%
City of Cerritos	0.29%	\$142,700	Small Publicly-owned Utilities	0%	2%
Modesto Irrigation District	0.08%	\$40,680	Small Publicly-owned Utilities	0%	2%
Merced Irrigation District	0.06%	\$28,348	Small Publicly-owned Utilities	0%	2%
Azusa Light & Power	0.06%	\$28,188	Small Publicly-owned Utilities	0%	2%
Moreno Valley Utility	0.04%	\$20,820	Small Publicly-owned Utilities	0%	2%
City of Healdsburg Electric Department	0.04%	\$19,700	Small Publicly-owned Utilities	0%	2%
Colton Electric Utility Department	0.03%	\$15,055	Small Publicly-owned Utilities	0%	2%
Lodi Electric Utility	0.03%	\$14,574	Small Publicly-owned Utilities	0%	2%
Liberty Utilities	0.03%	\$12,973	Small Investor-owned Utilities	0%	2%
PacifiCorp	0.02%	\$9,289	Small Investor-owned Utilities	0%	2%
Truckee Donner Public Utilities District	0.01%	\$6,086	Small Publicly-owned Utilities	0%	2%
City of Lompoc Electric Division	0.01%	\$5,766	Small Publicly-owned Utilities	0%	2%
City of Ukiah Electric Utilities Division	0.01%	\$5,125	Small Publicly-owned Utilities	0%	2%
Rancho Cucamonga Municipal Utility	0.01%	\$5,125	Small Publicly-owned Utilities	0%	2%

Electric Distribution Utility ("EDU")	CVRP % All EDUs	Initial EDU Contribution	EDU Category	Required Percentage Contribution in years 2019-2022	Required Percentage Contribution in 2023 and thereafter
Bear Valley Electric Service	0.01%	\$2,563	Small Investor-owned Utilities	0%	2%
City of Corona Department of Water & Power	0.01%	\$2,563	Small Publicly-owned Utilities	0%	2%
City of Banning Electric Department	0.00%	\$1,441	Small Publicly-owned Utilities	0%	2%
Trinity Public Utilities District	0.00%	\$1,281	Small Publicly-owned Utilities	0%	2%
City of Shasta Lake	0.00%	\$1,121	Small Publicly-owned Utilities	0%	2%
Lassen Municipal Utility District	0.00%	\$320	Small Publicly-owned Utilities	0%	2%
Gridley Electric Utility	0.00%	\$160	Small Publicly-owned Utilities	0%	2%
Shelter Cove Resort Improvement District	0.00%	\$160	Small Publicly-owned Utilities	0%	2%
Total	100.00%	\$50,000,000			

APPENDIX B

PRELIMINARY DATA COLLECTION TEMPLATE

Additional data items may be added to the template below during program development. Some data requested may not be required for participation in the program.

Category	Element	Sample Value
Identification	First Name (Must be same name as the person the vehicle is DMV registered)	John
Identification	Last Name (Must be same name as the person the vehicle is DMV registered)	Doe
Identification	Driver's License Number	A1234567
Location & Contact Information	Vehicle Registration Home Street Number	123
Location & Contact Information	Vehicle Registration Home Street Name	1st Street
Location & Contact Information	Vehicle Registration State	CA
Location & Contact Information	Car Registration Home Zip Code	12345
Location & Contact Information	Email Address	JohnDoe@email.com
Location & Contact Information	Phone Number	(555)555-5555
Vehicle Information	Vehicle Identification Number (VIN)	1HGCM82633A004352
Vehicle Information	Make	Chevrolet
Vehicle Information	Model	Bolt
Vehicle Information	Vehicle Model Year	2019
Vehicle Information	Dealership vehicle was purchased/leased at	EV California Dealers
Vehicle Information	Date Vehicle Purchased/Leased	12/25/2019
Vehicle Information	Vehicle Purchase/Lease Price	\$XX,XXX.00
Utility Information	Utility Provider (electric)	Southern California Edison

EXHIBIT A

PARTICIPATING EDU JOINDER

This JOINDER AGREEMENT ("Joinder Agreement"), dated as of [DATE] is made by [JOINING EDU], a [STATE OF ORGANIZATION] [ENTITY TYPE] (the "Joining EDU"), and delivered to [NAME OF PROGRAM ADMINISTRATOR], in its capacity as Program Administrator (in such capacity and together with any successors in such capacity, the "Program Administrator") under that certain Governance Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Governance Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Governance Agreement), dated as of [DATE] made by and among Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison Company, Los Angeles Department of Water & Power, Sacramento Municipal Utility District, and the other electric distribution utilities ("EDUs) party thereto.

WHEREAS, the Joining EDU is an EDU operating in the State of California and desires to participate in the CFR Program developed and implemented by the EDUs that are parties to the Governance Agreement and, in order to participate in the CFR Program, the Joining EDU is required by the terms of the Governance Agreement and the LCFS Regulation to be joined as a party to the Governance Agreement as a Participating EDU; and

WHEREAS, this Joinder Agreement supplements the Governance Agreement and is delivered by the Joining EDU pursuant to Section 2.2 of the Governance Agreement; and

WHEREAS, the Joining EDU will materially benefit directly and indirectly from (i) the CFR Program and from the LCFS Base Credits made available and to be made available by CARB to the Joining EDU as a participant in the CFR Program and a Participating EDU under the Governance Agreement, and (ii) from the Program Administrator's administration of the CFR Program on behalf of the Joining EDU and all Participating EDU; and

NOW THEREFORE, the Joining EDU hereby agrees as follows with the Program Administrator and each other Party to the Governance Agreement:

1. Joinder. The Joining EDU hereby irrevocably, absolutely and unconditionally becomes a party to the Governance Agreement as a Participating EDU, as a Party, and in each other capacity (e.g., POU, IOU, Northern EDU, Southern EDU, etc.) under the Governance Agreement that is applicable to the Joining EDU as a Participating EDU and Party thereunder, and agrees to be bound by all the terms, conditions, covenants, obligations, liabilities and undertakings applicable to any such Participating EDU or Party, or to which any such Participating EDU or Party is subject thereunder, all with the same force and effect as if the Joining EDU were an original signatory to the Governance Agreement. Without limiting the generality of the foregoing, (a) the Joining EDU hereby designates and authorizes the Program Administrator to act on its behalf as the Program Administrator under the Governance Agreement and under any Program Agreement, and authorizes the Program Administrator to take such actions on its behalf and to exercise such powers as are delegated to the Program Administrator by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto or as otherwise determined by the Steering Committee, in each case

in accordance with the terms and conditions of and for the time period set forth in the Governance Agreement, and (b) the Joining EDU, on its own behalf and on behalf of its Related Entities, does hereby irrevocably, unconditionally, voluntarily, knowingly, fully, finally, completely, and forever grant and make the Release and Covenant Not to Sue, and agrees to the indemnification and other obligations, set forth in ARTICLE 7 of the Governance Agreement with full knowledge and in full agreement with all of the terms, conditions and obligations set forth therein and without limiting the generality of the foregoing expressly acknowledges and agrees that it has been advised of, and does hereby specifically and expressly waive and release all rights under, the provisions of Section 1542 of the Civil Code of California, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

2. Affirmations. The Joining EDU hereby makes each of the representations and warranties and agrees to each of the covenants contained in the Governance Agreement that is made by any Participating EDU, Party, and in each other capacity under the Governance Agreement that is applicable to the Joining EDU as a Participating EDU and Party thereunder. The Joining EDU also represents and warrants to the Program Administrator and to each other Party that (a) it has the power and authority, and the legal right, to make, deliver and perform this Joinder Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Joinder Agreement, (b) no consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person that has not been obtained, made or completed is required in connection with the execution, delivery and performance, validity or enforceability of this Joinder Agreement, (c) this Joinder Agreement has been duly and validly executed and delivered on behalf of the Joining EDU, (d) the execution, delivery and performance of this Agreement by such Joining EDU will not violate, conflict with, require consent under or result in any breach or default under (i) any of such Joining EDU's organizational, governing or charter documents, (ii) any applicable law, or (iii) with or without notice or lapse of time or both, the provisions of any material contract or agreement to which such Joining EDU is a party or to which any of its material assets are bound, and (e) this Joinder Agreement constitutes a legal, valid and binding obligation of the Joining EDU enforceable against such Joining EDU in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

3. Miscellaneous. ARTICLE 10 of the Governance Agreement is hereby incorporated into this Joinder Agreement by reference and shall be a part hereof, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

[NAME OF JOINING EDU]

By _____
Name:
Title:
Contact Information for Notices:

If not already listed on Schedule 1.1 to the Governance Agreement, the Joining EDU hereby elects to be listed thereon as a [Northern EDU/Southern EDU] [**Pick one only**].

AGREED TO AND ACCEPTED:
[NAME OF PROGRAM ADMINISTRATOR][, as Program Administrator]

By _____
Name:
Title:
Contact Information for Notices:

EXHIBIT A

PARTICIPATING EDU JOINDER

This JOINDER AGREEMENT (“Joinder Agreement”), dated as of _____, 2022 is made by the CITY OF UKIAH, a California municipal corporation (the “Joining EDU”), and delivered to Southern California Edison Company, in its capacity as Program Administrator (in such capacity and together with any successors in such capacity, the “Program Administrator”) under that certain Governance Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Governance Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Governance Agreement), dated as of March 3, 2020, made by and among Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison Company, Los Angeles Department of Water & Power, Sacramento Municipal Utility District, and the other electric distribution utilities (“EDUs”) party thereto.

WHEREAS, the Joining EDU is an EDU operating in the State of California and desires to participate in the CFR Program developed and implemented by the EDUs that are parties to the Governance Agreement and, in order to participate in the CFR Program, the Joining EDU is required by the terms of the Governance Agreement and the LCFS Regulation to be joined as a party to the Governance Agreement as a Participating EDU; and

WHEREAS, this Joinder Agreement supplements the Governance Agreement and is delivered by the Joining EDU pursuant to Section **Error! Reference source not found.** of the Governance Agreement; and

WHEREAS, the Joining EDU will materially benefit directly and indirectly from (i) the CFR Program and from the LCFS Base Credits made available and to be made available by CARB to the Joining EDU as a participant in the CFR Program and a Participating EDU under the Governance Agreement, and (ii) from the Program Administrator’s administration of the CFR Program on behalf of the Joining EDU and all Participating EDU; and

NOW THEREFORE, the Joining EDU hereby agrees as follows with the Program Administrator and each other Party to the Governance Agreement:

1. Joinder. The Joining EDU hereby irrevocably, absolutely and unconditionally becomes a party to the Governance Agreement as a Participating EDU, as a Party, and in each other capacity (e.g., POU, IOU, Northern EDU, Southern EDU, etc.) under the Governance Agreement that is applicable to the Joining EDU as a Participating EDU and Party thereunder, and agrees to be bound by all the terms, conditions, covenants, obligations, liabilities and undertakings applicable to any such Participating EDU or Party, or to which any such Participating EDU or Party is subject thereunder, all with the same force and effect as if the Joining EDU were an original signatory to the Governance Agreement. Without limiting the generality of the foregoing, (a) the Joining EDU hereby designates and authorizes the Program Administrator to act on its behalf as the Program Administrator under the Governance Agreement and under any Program Agreement, and authorizes the Program Administrator to take such actions on its behalf and to exercise such powers as are delegated to the Program Administrator by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto or as otherwise determined by the Steering

Committee, in each case in accordance with the terms and conditions of and for the time period set forth in the Governance Agreement, and (b) the Joining EDU, on its own behalf and on behalf of its Related Entities, does hereby irrevocably, unconditionally, voluntarily, knowingly, fully, finally, completely, and forever grant and make the Release and Covenant Not to Sue, and agrees to the indemnification and other obligations, set forth in **Error! Reference source not found.** of the Governance Agreement with full knowledge and in full agreement with all of the terms, conditions and obligations set forth therein and without limiting the generality of the foregoing expressly acknowledges and agrees that it has been advised of, and does hereby specifically and expressly waive and release all rights under, the provisions of Section 1542 of the Civil Code of California, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

2. Affirmations. The Joining EDU hereby makes each of the representations and warranties and agrees to each of the covenants contained in the Governance Agreement that is made by any Participating EDU, Party, and in each other capacity under the Governance Agreement that is applicable to the Joining EDU as a Participating EDU and Party thereunder. The Joining EDU also represents and warrants to the Program Administrator and to each other Party that (a) it has the power and authority, and the legal right, to make, deliver and perform this Joinder Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Joinder Agreement, (b) no consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person that has not been obtained, made or completed is required in connection with the execution, delivery and performance, validity or enforceability of this Joinder Agreement, (c) this Joinder Agreement has been duly and validly executed and delivered on behalf of the Joining EDU, (d) the execution, delivery and performance of this Agreement by such Joining EDU will not violate, conflict with, require consent under or result in any breach or default under (i) any of such Joining EDU’s organizational, governing or charter documents, (ii) any applicable law, or (iii) with or without notice or lapse of time or both, the provisions of any material contract or agreement to which such Joining EDU is a party or to which any of its material assets are bound, and (e) this Joinder Agreement constitutes a legal, valid and binding obligation of the Joining EDU enforceable against such Joining EDU in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors’ rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

3. Miscellaneous. **Error! Reference source not found.** of the Governance Agreement is hereby incorporated into this Joinder Agreement by reference and shall be a part hereof, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CITY OF UKIAH

By _____
Name: _____
Title: _____
Contact Information for Notices: _____

If not already listed on Schedule **Error! Reference source not found.** to the Governance Agreement, the Joining EDU hereby elects to be listed thereon as a Northern EDU.

AGREED TO AND ACCEPTED:
Southern California Edison Company, as Program Administrator

By _____
Name: _____
Title: _____
Contact Information for Notices: _____

RESOLUTION 2022-

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF UKIAH APPROVING THE CITY'S PARTICIPATION IN THE STATE'S CLEAN FUEL REWARD PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ELECTRIC DISTRIBUTION UTILITY JOINDER TO THE CLEAN FUEL REWARD GOVERNANCE AGREEMENT

WHEREAS, in 2019, the California Air Resources Board Instituted the Clean Fuel Reward (CFR) as a new statewide point-of-purchase cash rebate program at participating car dealerships, under the state's Low Carbon Fuel Standard (LCFS) regulation; and

WHEREAS, the LCFS regulation requires electric distribution utilities such as Ukiah, which receive funds through the LCFS program, to contribute 2% of these funds to the CFR program from 2023 forward; and

WHEREAS, participating electric distribution utilities collaboratively developed CFR Program Governance Agreement to fund and administer the EV rebate program, and the California Public Utilities Commission approved the agreement in January 2020; and

WHEREAS, participating in the LCFS program has been beneficial to the Ukiah community by garnering thousands of dollars in funding to facilitate EV adoption in the City, and participating in the CFR program will meet the needs of the community by seamlessly reducing the purchase price of EVs at the point-of-purchase; and

WHEREAS, the City's cost of participating in the CFR program is estimated to be \$500-\$1,000 per year, with an initial deposit of \$5,125 to be paid by January 31, 2023 and will be funded by the City's LCFS Program revenues, with no ratepayer impacts.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Ukiah:

SECTION 1. Approves the City's participation in the State's Clean Fuel Reward Program, which will provide rebates for Electric Vehicles at the point of purchase;

SECTION 2. Approves the Northern California Power Agency (NCPA) to be the City's initial authorized representative on the Clean Fuel Reward Program Steering Committee;

SECTION 3. Delegates authority to the City Manager and/or his designee to execute the Participating Electric Distribution Utility Joinder to the Clean Fuel Reward (CFR) Program Governance Agreement (Exhibit A).

PASSED, ADOPTED and APPROVED this 2nd day of November, 2022, by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A

PARTICIPATING EDU JOINDER

This JOINDER AGREEMENT (“Joinder Agreement”), dated as of _____, 2022 is made by the CITY OF UKIAH, a California municipal corporation (the “Joining EDU”), and delivered to Southern California Edison Company, in its capacity as Program Administrator (in such capacity and together with any successors in such capacity, the “Program Administrator”) under that certain Governance Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Governance Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Governance Agreement), dated as of March 3, 2020, made by and among Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison Company, Los Angeles Department of Water & Power, Sacramento Municipal Utility District, and the other electric distribution utilities (“EDUs”) party thereto.

WHEREAS, the Joining EDU is an EDU operating in the State of California and desires to participate in the CFR Program developed and implemented by the EDUs that are parties to the Governance Agreement and, in order to participate in the CFR Program, the Joining EDU is required by the terms of the Governance Agreement and the LCFS Regulation to be joined as a party to the Governance Agreement as a Participating EDU; and

WHEREAS, this Joinder Agreement supplements the Governance Agreement and is delivered by the Joining EDU pursuant to Section **Error! Reference source not found.** of the Governance Agreement; and

WHEREAS, the Joining EDU will materially benefit directly and indirectly from (i) the CFR Program and from the LCFS Base Credits made available and to be made available by CARB to the Joining EDU as a participant in the CFR Program and a Participating EDU under the Governance Agreement, and (ii) from the Program Administrator’s administration of the CFR Program on behalf of the Joining EDU and all Participating EDU; and

NOW THEREFORE, the Joining EDU hereby agrees as follows with the Program Administrator and each other Party to the Governance Agreement:

1. Joinder. The Joining EDU hereby irrevocably, absolutely and unconditionally becomes a party to the Governance Agreement as a Participating EDU, as a Party, and in each other capacity (e.g., POU, IOU, Northern EDU, Southern EDU, etc.) under the Governance Agreement that is applicable to the Joining EDU as a Participating EDU and Party thereunder, and agrees to be bound by all the terms, conditions, covenants, obligations, liabilities and undertakings applicable to any such Participating EDU or Party, or to which any such Participating EDU or Party is subject thereunder, all with the same force and effect as if the Joining EDU were an original signatory to the Governance Agreement. Without limiting the generality of the foregoing, (a) the Joining EDU hereby designates and authorizes the Program Administrator to act on its behalf as the Program Administrator under the Governance Agreement and under any Program Agreement, and authorizes the Program Administrator to take such actions on its behalf and to exercise such powers as are delegated to the Program Administrator by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto or as otherwise determined by the Steering

Committee, in each case in accordance with the terms and conditions of and for the time period set forth in the Governance Agreement, and (b) the Joining EDU, on its own behalf and on behalf of its Related Entities, does hereby irrevocably, unconditionally, voluntarily, knowingly, fully, finally, completely, and forever grant and make the Release and Covenant Not to Sue, and agrees to the indemnification and other obligations, set forth in **Error! Reference source not found.** of the Governance Agreement with full knowledge and in full agreement with all of the terms, conditions and obligations set forth therein and without limiting the generality of the foregoing expressly acknowledges and agrees that it has been advised of, and does hereby specifically and expressly waive and release all rights under, the provisions of Section 1542 of the Civil Code of California, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

2. Affirmations. The Joining EDU hereby makes each of the representations and warranties and agrees to each of the covenants contained in the Governance Agreement that is made by any Participating EDU, Party, and in each other capacity under the Governance Agreement that is applicable to the Joining EDU as a Participating EDU and Party thereunder. The Joining EDU also represents and warrants to the Program Administrator and to each other Party that (a) it has the power and authority, and the legal right, to make, deliver and perform this Joinder Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Joinder Agreement, (b) no consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person that has not been obtained, made or completed is required in connection with the execution, delivery and performance, validity or enforceability of this Joinder Agreement, (c) this Joinder Agreement has been duly and validly executed and delivered on behalf of the Joining EDU, (d) the execution, delivery and performance of this Agreement by such Joining EDU will not violate, conflict with, require consent under or result in any breach or default under (i) any of such Joining EDU’s organizational, governing or charter documents, (ii) any applicable law, or (iii) with or without notice or lapse of time or both, the provisions of any material contract or agreement to which such Joining EDU is a party or to which any of its material assets are bound, and (e) this Joinder Agreement constitutes a legal, valid and binding obligation of the Joining EDU enforceable against such Joining EDU in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors’ rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

3. Miscellaneous. **Error! Reference source not found.** of the Governance Agreement is hereby incorporated into this Joinder Agreement by reference and shall be a part hereof, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CITY OF UKIAH

By _____

Name:

Title:

Contact Information for Notices:

If not already listed on Schedule **Error! Reference source not found.** to the Governance Agreement, the Joining EDU hereby elects to be listed thereon as a Northern EDU.

AGREED TO AND ACCEPTED:

Southern California Edison Company, as Program Administrator

By _____

Name:

Title:

Contact Information for Notices:



AGENDA SUMMARY REPORT

SUBJECT: Authorization for the City Manager to Execute a Construction Administration Services Agreement with Mead and Hunt, Inc. for Runway 15-33 Pavement Rehabilitation Phase 2 Construction Contingent on Approval from the FAA, and Approve Corresponding Budget Amendment.

DEPARTMENT: Airport

PREPARED BY: Greg Owen, Airport Manager

PRESENTER: Greg Owen

ATTACHMENTS:

1. Mead & Hunt Contract
2. Independent Fee Estimate

Summary: The FAA has awarded the Airport with a construction grant for the Runway 15-33 Pavement Rehabilitation Phase 2 project to complete the runway 15-33 width reduction from 150 Feet to 75 Feet; and install new lighting (Construction). Mead and Hunt, Inc. has submitted a contract to provide construction administration services. Therefore, Staff is seeking for Council to consider authorizing the City Manager to Execute a Construction Administration Services Agreement for this project.

Background: On April 14, 2022, the project - *Runway 15-33 width reduction from 150 feet to 75 feet; and install new LED MIRLS (Medium Intensity Runway Lighting System), Runway Threshold Lights (Remove and Install New), a New Runway 15 LED REIL (Runway End Identifier Lights), New Runway 33 LED REIL Installation, and a New LED PAPI (Precision Approach Path Indicator)* - was solicited for competitive bids, with the lowest responsive and responsible bidder being Royal Electric, with a bid amount of \$2,222,222.00.

The FAA funding is 90% of the total project cost, which is \$2,713,255.79 (*Royal Electric \$2,222,222; Project Administration and Inspection expense \$242,246.90; and Independent Fee Estimate (IFE) \$2,340, plus a 10% contingency in the amount of \$246,446.89 for construction and project management*). Caltrans grant match of 5%, is \$112,926.

The balance of the funds, or \$158,399.58, will be funded from the Airport Fund.

The timing of this project is a concern that Staff has grappled with, since the Airport is open every day year round. However, due to construction requirements and FAA funding for this project, the runway may be closed during fire season, causing Cal Fire to relocate for several weeks. Cal Fire air tankers will be relocated to the next closest bases, Santa Rosa and Chico, which are between 15-25 minutes away by air. Cal Fire supports this project, and Staff has been working with Cal Fire on the projected runway closures. Helicopter access will not be impacted by the project, even during construction. Staff will continue to work with the contractor to limit the impact on Cal Fire and other airport users.

Discussion: Staff is requesting that the City Manager be authorized to execute the construction administration services agreement (Attachment 1) with Mead and Hunt, Inc. for Runway 15-33 Pavement Rehabilitation Phase 2. As part of the grant process, an independent fee estimate (IFE) is required from a separate consulting firm. Staff requested Independent Fee Estimates to perform the required review of this project.

The IFE Spreadsheet is provided as Attachment 2. Staff has found that the Mead and Hunt, Inc. total project

costs are higher than the independent fee estimate. Staff has discussed this with Mead and Hunt, Inc. and have determined that the independent fee estimate was lower due to the assumption that only staff from the Sonoma County office would be working on this project. Due to the specialized nature of FAA projects, Mead and Hunt, Inc. will be required to bring in staff from other offices. The cost of Mead and Hunt, Inc.'s contract is included in the total cost of the grant.

Project Administration and Inspection Grant Estimate: \$242,246.90
Independent Fee Estimate Project Cost: \$133,391.75 (Attachment 2 Independent Fee Estimate (IFE))
Mead and Hunt, Inc.'s Total Project Cost:\$242,246.90

Staff will be reviewing the cost difference with the FAA prior to executing the agreement with Mead and Hunt, Inc. Thus, staff is requesting City Manager authorization to execute the contract with Mead and Hunt, Inc. contingent on approval from the FAA.

As part of the recommended action, a budget adjustment for the whole project needs to be approved, to align the budget with known costs to date.

Recommended Action: Authorize the City Manager to Execute a Construction Administration Services Agreement with Mead and Hunt Inc. for Runway 15-33 Pavement Rehabilitation Phase 2 Construction contingent upon the FAA's approval of costs, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 77825200.80320.18032: \$2,731,706 ; 7700000.43299.18032 (FAA Grant): \$2,258,536 ; 77800000.43173.18032 (Caltrans Grant): \$112,926

PROPOSED BUDGET AMOUNT: 77825200.80230.18032: \$2,713,256; 7700000.43299.18032 (FAA Grant): \$2,441,931

FINANCING SOURCE: FAA Grant, Caltrans Grant, and Airport Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

City of Ukiah
UKIAH MUNICIPAL AIRPORT
Construction Administration Scope of Services
for
Runway 15-33 MIRL, FAA PAPI and REIL Installation – Phase 2
FAA AIP No.: 3-06-0268-020-2022
October 18, 2022 (Final)

PROJECT DESCRIPTION

This Scope of Services details the Construction Administration (CA) services to be provided by Mead & Hunt, Inc. (CONSULTANT) for the Runway 15-33 MIRL, FAA PAPI and REIL Installation, Phase 2 (Project) at the Ukiah Municipal Airport (Airport) for the City of Ukiah (SPONSOR). Work for this Project will be funded by the Federal Aviation Administration (FAA) under the Airport Improvement Program (AIP) Grant No. 3-06-0268-020-2022 and is subject to compliance with FAA regulations and standards.

Background

The Project is a continuation of the runway width reduction project. In December of 2020, Phase 1 of the Project, which was reconstructing the center 75-foot keel, section was completed. This also included the demolition of Taxiway B and the construction of a new connector taxiway, A2. This construction was completed under FAA AIP Grant No. 3-06-0268-015-2019.

The CONSULTANT submitted the final bid documents for this Project to the SPONSOR on March 2, 2022. Bid opening occurred on April 14, 2022, and the SPONSOR will subsequently submit a final grant application to the Federal Aviation Administration (FAA) to receive federal funding for the construction of the Project. It is anticipated that the FAA will award the construction grant in the summer or early fall of 2022, in advance of the SPONSOR issuing the Notice to Proceed (NTP) for this scope of work. The estimated cost of construction is \$2,089,540.00.

Project Elements

The Project will consist of the following elements:

Schedule 1: Runway 15-33 Width Reduction:

- a) Installation of new LED Medium Intensity Runway Lights
- b) Installation of new LED Medium Intensity Taxiway Lights
- c) Installation of new LED Threshold Lights
- d) Installation of new LED Guidance Signs
- e) Installation of new CCR in Existing Vault
- f) New conduit and cable for Runway and Taxiway Homerun
- g) New Runway Pavement Markings

Schedule 2: New FAA LED REILs and New FAA LED PAPI:

- a) Installation of Runway 15 LED REILs
- b) Installation of Runway 33 LED REILs
- c) Demolition of Existing FAA VASIs
- d) Installation of New LED Precision Approach Path Indicator

Project Duration

The Project has been divided into two Elements: 1) Mobilization and 2) Construction as detailed in the Construction Safety and Phasing Plan (CSPP). The SPONSOR will issue separate NTPs to the Contractor for the Mobilization Element and the Construction Element. The NTP for the Construction Element will not be issued until the Mobilization Element is complete and the Contractor-provided Safety Plan Compliance Document (SPCD) is approved by the SPONSOR. The anticipated Project duration is as follows:

Project Element	Duration
Mobilization	30 Working Days
Construction Schedules 1 & 2	30 Working Days
Total	60 Working Days

Project Team

the CONSULTANT Under the supervision of a Senior Project Engineer, will assign a Project Manager (PM) to this Project to monitor continuity through the phases of work, as described in this scope. The PM will be responsible for the overall administration and review of construction progress, as well as coordination of the CONSULTANT's team and subconsultant staff. Specific Project management tasks are detailed within each phase of work as described in this Scope of Services.

The CONSULTANT will also assign a Project Construction Observer (CO) to oversee the day-to-day construction activities. The CO will be on the jobsite with the Contractor and will document work performed and monitor conformance with the Project Plans and Specifications. The CO will also coordinate material testing with CONSULTANT's Senior Engineer. CO responsibilities are detailed in Phase 3 of this scope of work.

The CONSULTANT team will also consist of Project Engineers, Engineer III, II, and I designers, Technician II, construction observers, and administrative and clerical staff as needed to perform the tasks in this scope of work.

The CONSULTANT will perform material testing and CA services for the Project.

SCOPE OF SERVICES

The CONSULTANT's scope of work for the Project will be phased as follows (and so referenced throughout this scope):

- 1) Phase 1 Pre-Construction Services
- 2) Phase 2 Construction Administration Services
- 3) Phase 3 Construction Observation
- 4) Phase 4 Material Testing
- 5) Phase 5 Post-Construction Services

PHASE 1 PRE-CONSTRUCTION SERVICES

1.1 PHASE 1 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Phase 1 will consist of the following:

1.1.1 Prepare Contract and Project Setup

The Senior Project Engineer, the PM, engineering and technical support and administrative staff will prepare the contract between the CONSULTANT and the SPONSOR. Administrative staff will also setup the internal Project database for finance tracking, and internal Project directory for saving CA files.

1.1.2 Prepare Schedule

The PM will prepare, and the Project Engineer will review, a coordination schedule upon receiving the Notice to Proceed (NTP) from the SPONSOR. This schedule will only show major milestones to facilitate overall coordination of the Project. The Contractor will be responsible for submitting a detailed construction schedule with work activities.

1.1.3 Prepare Project Management Plan (PMP)

The PM will prepare a PMP that will address the following Project elements: Vision and Objectives, Project Team Roles and Responsibilities, Document Distribution Plan, Communications Plan, Quality Control Plan, and Change Management Plan. The PM will use the PMP as a tracking tool for the various elements throughout the Project.

1.1.4 Coordinate CONSULTANT Team

The PM and Senior Project Engineer will assign team members to the Project for office CA activities and assign a CO to the Project for day-to-day field observation activities. The PM will coordinate with the CO to plan for construction activities and identify additional team members if needed to support the CO.

1.1.5 Coordinate Subconsultant(s) NIC¹

1.1.6 Prepare Invoices

The PM will maintain a Project budget table to track costs on a monthly basis. At the beginning of each month, the PM will review accrued costs from the previous month and work with accounting staff to prepare invoices for the SPONSOR. The invoices will be submitted in accordance with the SPONSOR's standard invoice requirements. The invoices will include detailed cost breakdowns referencing the items in this scope of work and indicate percent complete for each item. It is anticipated that one (1) invoice will be prepared during the Phase 1 – Pre-Construction services of this scope.

1.2 PHASE 1 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in various meetings and calls during Phase 1. Meetings and communication items will be as follows:

1.2.1 Pre-Construction Conference

The CONSULTANT will arrange for and conduct the pre-construction conference. The purpose of this conference is to review FAA and Project-specific requirements prior to commencing construction. The conference is anticipated to be conducted at the Airport and will be attended by the CONSULTANT, SPONSOR, representatives of FAA Airports

¹ NIC = Not in Contract

District Office (if possible), Contractor, subcontractors, and Airport tenants affected by construction. The conference will include the following sub-tasks:

- a. The CONSULTANT will schedule the conference and prepare an agenda to support the meeting, as well as presentation material to illustrate the Project work areas.
- b. The CONSULTANT will obtain and review the Project construction schedules from the Contractor prior to presentation at the pre-construction conference. The SPONSOR will be provided with copies of the construction schedules.
- c. The CONSULTANT will preside at the pre-construction conference, prepare a record of the conference, submit meeting minutes to the SPONSOR for review and comment, and distribute the final meeting minutes to attendees. Up to two (2) members from CONSULTANT team will attend (anticipated to consist of PM and CO).

1.2.2 Quality Control (QC) / Quality Assurance (QA) Workshop

The CONSULTANT team will attend and the contractor will conduct a QC/QA workshop in accordance with Project Specification Item C-100. The QC/QA workshop will be coordinated to occur during the pre-construction conference. A separate meeting agenda and minutes will be prepared for the QC/QA workshop. The meeting will be attended by the CONSULTANT team, SPONSOR, representatives of FAA Airports District Office (if possible), Contractor, subcontractors, and the Contractor's QC testing firm. Up to three (3) members from the CONSULTANT team will attend (anticipated to consist of PM, Senior Engineer, and CO).

1.2.3 General Communication with SPONSOR and Contractor

The CONSULTANT will communicate with the SPONSOR and Contractor throughout Phase 1 as needed via phone calls or email in addition to the meetings listed herein. One hour each per week is anticipated.

1.3 PREPARE PROJECT DOCUMENTATION

The CONSULTANT will review / prepare the following Project documentation:

- a. The CONSULTANT will review the construction contract, which will include checking that the Contractor has met the Disadvantaged Business Enterprise (DBE) goal or made a good-faith effort towards meeting the goal, and that the Contractor has provided proof of insurance and the required bonds.
- b. The CONSULTANT will assist the SPONSOR in preparing NTP letters for both the Mobilization and Construction elements.
- c. The CONSULTANT will setup templates for Project documentation on CONSULTANT standard forms or SPONSOR-provided forms as applicable. Documentation will include, but is not limited to, submittal review forms, weekly FAA reports, weekly charged working day reports, RFIs, RFCPs, field directives, contract change orders, non-compliance notices, and applications for payment.
- d. The CONSULTANT will provide the Contractor with CAD files if requested (upon receipt of CONSULTANT-provided disclaimer form signed by Contractor).

1.4 REVIEW MATERIAL SUBMITTALS FOR COMPLIANCE

The CONSULTANT will review Contractor-submitted material cut sheets, mix designs, shop drawings, and certificates for compliance with Plans and Specifications. It is expected that up to

nineteen (19) submittals will be provided by the Contractor for review. The scope assumes each submittal will require up to one (1) resubmittal due to incomplete or incorrect information by the Contractor. If more than one (1) resubmittal is required due to incomplete or incorrect information by the Contractor, the cost for the CONSULTANT to review the resubmittal will be the responsibility of the Contractor as stated in Specification Item SP-100. The CONSULTANT will also maintain a submittal checklist, and track dates of submission and review.

1.5 PREPARE CONSTRUCTION MANAGEMENT PLAN (CMP)

The CONSULTANT will obtain the Contractor's QC Plan and will subsequently prepare the CMP. The CMP combines data from the QC Plan with information of Project responsibilities from the SPONSOR and CONSULTANT. The CMP will outline the submittal requirements and materials testing requirements, as set forth in the construction documents and contained in FAA Advisory Circular (AC) 150/5370-10H, *Standard Specifications for Construction of Airports*. The CMP will summarize the types and frequency of testing required for quality acceptance, in addition to the credentials of those performing the testing. A preliminary copy of the CMP will be submitted to the SPONSOR and FAA for approval. After SPONSOR and FAA review, the CMP will be revised if needed, and issued to the Contractor for use during the Project.

PHASE 1 DELIVERABLES

- 1) Pre-Construction Conference Meeting Minutes – electronic files to SPONSOR and attendees
- 2) QC/QA Workshop Meeting Minutes – electronic files to SPONSOR and attendees
- 3) Review of Contractor Submittals – electronic files to SPONSOR and Contractor
- 4) CMP – electronic files to SPONSOR, FAA, and Contractor

PHASE 2 CONSTRUCTION ADMINISTRATION (CA) SERVICES

2.1 PHASE 2 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Phase 2 will consist of the following:

2.1.1 Update Schedule

The schedule created during Phase 1 will be updated throughout construction as necessary, based on actual milestones completed.

2.1.2 Coordinate PMP Updates

The PM will continue to coordinate and monitor PMP during Phase 2.

2.1.3 Coordinate CONSULTANT Team

The PM will assign responsibilities to office staff to complete the documentation efforts described herein. The PM will also communicate with the CO on a regular basis to monitor progress in the field. As part of this effort, the PM will create and maintain a detailed construction checklist for the CO to keep track of action items, quantities, production rates, and contractor compliance with Plans and Specifications. The PM will also review daily reports prepared by the CO.

2.1.4 Coordinate Subconsultant - NIC

No subconsultants will be required. The PM will coordinate and schedule site visits for tests by the CONSULTANT to perform QA testing.

2.1.5 Prepare Invoices

The PM will continue to maintain the Project budget table and prepare invoices as defined in Phase 1. It is anticipated that three (3) invoices will be prepared during Phase 2.

2.2 PHASE 2 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in various meetings and calls during Phase 2. Meetings and communication items will be as follows:

2.2.1 Weekly Construction Progress Meetings

The CONSULTANT will conduct weekly meetings with the SPONSOR and Contractor to discuss safety, schedule, work progress, action items, documentation, and other items as needed to keep construction on track. FAA representatives may also attend some of the meetings if appropriate. Up to five (5) meetings are anticipated during Phase 2. The meetings are anticipated to be held in-person at a location near the job site. The CO will attend each meeting in-person (as stated in Phase 3). The PM will also attend each meeting, either in-person or virtually as appropriate for the work being performed that week. The CONSULTANT will prepare an agenda and minutes to support each meeting.

2.2.2 Site Visits During Construction

The CONSULTANT will conduct periodic site visits to review Project progress and monitor construction activities through substantial completion of the Construction Element. Up to five (5) site visits are anticipated during Phase 2. Up to two (2) members from the CONSULTANT team will attend each site visit (anticipated to consist of PM and Engineer I).

2.2.3 General Communication with SPONSOR and Contractor

The CONSULTANT will communicate with the SPONSOR and Contractor throughout Phase 2 as needed via phone calls or email in addition to the meetings listed herein.

2.3 WEEKLY WORKING-DAY REPORTS

The CONSULTANT will prepare weekly working-day reports tracking contract time and submit to the Contractor for review. The reports will include days charged and documented weather, as well as identification of days not charged due to inclement weather or other justified delays. Up to nine (9) weekly working-day reports are anticipated for the Project.

2.4 WEEKLY FAA PROGRESS REPORTS

The CONSULTANT will prepare weekly FAA reports documenting the progress of the Project. The reports will be based on FAA form 5370-1, *Construction Progress and Inspection Report*, and include days charged, weather summary, percent completion, work in progress for current week and following week, summary of material testing, and problem areas if applicable. The CONSULTANT will also attach photographs documenting work completed. The CONSULTANT will sign each report and send to FAA. Up to five (5) weekly FAA progress reports are anticipated for the Project.

2.5 REQUESTS FOR INFORMATION (RFIs)

The CONSULTANT will prepare written responses, as necessary, to Contractor RFIs to clarify design intent. Depending on the RFI, the response may require review of documentation not

included in the Contract Documents, as well as coordination with and review by additional CONSULTANT staff, SPONSOR, or FAA. Up to five (5) RFIs are anticipated for the Project.

2.6 GENERAL FIELD COORDINATION

In addition to formal RFIs, the CONSULTANT will respond to various questions and concerns that arise in the field. Depending on the issue, the response may require review of documentation not included in the Contract Documents, as well as coordination with and review by additional CONSULTANT staff, SPONSOR, or FAA.

2.7 REQUESTS FOR COST PROPOSALS (RFCPs)

The CONSULTANT will prepare RFCPs if additional work is anticipated or desired, either due to unforeseen site conditions, SPONSOR request for additional work, or other reasons as applicable. The RFCP(s) will include a description of change, quantity estimates, and exhibits as needed to illustrate the change. The CONSULTANT will send the RFCP to the Contractor to provide a cost proposal. The CONSULTANT and the SPONSOR will then review the cost proposal to determine if it is reasonable and follow up with negotiations, as necessary. The CONSULTANT will communicate the proposed change and cost to the FAA for their concurrence prior to authorizing the work. Depending on the determination, the CONSULTANT will prepare a field directive or change order as described below. Up to two (2) RFCPs are anticipated for this Project.

2.8 FIELD DIRECTIVES

The CONSULTANT will prepare field directives as necessary to formalize direction that is not otherwise stated in the Project Plans or Specifications, or in a response to an RFI. Following the RFCP process above, the CONSULTANT will prepare a field directive authorizing the Contractor to proceed with work as described. The field directive will include a description of change, quantity estimates, and the related RFCP as applicable. If the field directive results in a change of quantities or cost, it will be followed with a change order as described below. Up to two (2) field directives are anticipated for the Project.

2.9 CONTRACT CHANGE ORDERS (CCOs)

Following the RFCP and field directive processes, the CONSULTANT will prepare CCOs to formalize the change to the Contract cost. The CCO will consist of a CONSULTANT-prepared form that follows the guidance of FAA Standard Operating Procedure (SOP) 7.00, *Airport Improvement Program Construction Project Change Orders*. The form will include a table of the bid items that changed in quantity, or new bid items that were created to capture the CCO cost. The form will also include additional pages containing the FAA-required justification items in accordance with SOP 7.00. Documentation to support the CCO will be attached to the form, including but not limited to RFCPs, field directives, Contractor time-and-expense reports, emails, and exhibits. CCOs will be submitted to the SPONSOR and Contractor for review and signature and then be submitted to the FAA by the CONSULTANT or the SPONSOR. CCOs that require new design elements are not included in this scope of services. Up to two (2) CCOs are anticipated for the Project.

2.10 REVIEW OF QC/QA TEST RESULTS

The CONSULTANT will review test results provided by the Contractor to determine conformance with the Project Plans and Specifications. If test results are failing, the CONSULTANT will coordinate with the SPONSOR and Contractor to establish corrective actions. Depending on the

nature of the testing, the CONSULTANT may need to coordinate with the FAA to determine appropriate actions.

2.11 CERTIFIED PAYROLL AND DAVIS BACON REQUIREMENTS

The Federal Contract Provisions require that payroll and basic records relating to the Project be maintained and comply with the Davis-Bacon Act Requirements (2 CFR § 200, Appendix II(D), 29 CFR Part 5). Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of fringe benefits or cash equivalents); daily and weekly number of hours worked; deductions made; and actual wages paid.

The Contractor is responsible for the submission of copies of payrolls for all employees as well as all subcontractors. Contractor will submit these documents to the CONSULTANT. Documents to be provided include:

- a. Fringe Benefits Statement
- b. Certified Payroll Wage Hour Report
- c. Statement of compliance
- d. Non-performance week(s) documentation

The CONSULTANT will review Contractor-submitted payroll reports and monitor Contractor's compliance with paying employees per the Davis-Bacon Act requirements. Up to ten (10) weeks of payroll reports are anticipated.

CONSULTANT will review up to two reports of each Contractor-submitted certified payroll. If more than two reviews are required due to lack of information or incorrect information, the Contractor shall be responsible for additional costs incurred. (Certified payroll must be submitted, reviewed, and accepted prior to payment to Contractor each month.)

2.12 MONTHLY APPLICATIONS FOR PAYMENT

The CONSULTANT will track quantities on a weekly basis, based on CO daily reports, and share with the Contractor for concurrence. At the beginning of each month, the CONSULTANT will review progress billings submitted by the Contractor, prepare applications for payment using CONSULTANT standard forms, and submit to the SPONSOR for processing. The CONSULTANT will maintain a tracking spreadsheet with the bid items, showing work complete for previous periods, current period, and total to date. This spreadsheet will be attached to the application for payment each month. An explanation of variation between the contract and pay quantities (if any) will be provided. Up to four (4) applications for payment are anticipated for the Project.

2.13 SUBSTANTIAL COMPLETION WALK-THROUGH AND DOCUMENTATION

2.13.1 Substantial Completion Walk-Through

The CONSULTANT will schedule and conduct a walk-through with the SPONSOR and the Contractor to determine whether the Project has reached substantial completion and verify that the work is in accordance with the Plans and Specifications. The CONSULTANT will document items found to be deficient and will provide the Contractor with a list of those items. The walk-through will be scheduled to occur near the end of construction when the Contractor is still on-site and can easily mobilize to complete punch list items. The PM and the CO will attend the walk-through (CO attendance as described

in Phase 3). It is assumed a follow-up walk-through will not be needed after punch list items are complete. The CO and SPONSOR will observe the completed Project during final marking application, and the SPONSOR will continue to monitor punch list items if needed after final marking application.

2.13.2 Punch List and Substantial Completion Letter

The CONSULTANT will prepare and maintain a punch list to include the deficient items discovered prior to, during, and after the substantial completion walk-through. The PM will coordinate with the CO to identify punch list items in advance of the walk-through and will continue to add and update items as they are identified and completed. The CONSULTANT will send each punch list update to the SPONSOR and Contractor. Upon completion of the walk-through, the CONSULTANT will prepare a substantial completion letter summarizing the findings of the walk-through and outstanding items remaining for Project closeout; the letter will include the current version of the punch list items. The CONSULTANT will submit this letter to the SPONSOR and Contractor.

PHASE 2 DELIVERABLES

- 1) Weekly Construction Progress Meeting Minutes – electronic files to attendees
- 2) Weekly Working-Day Reports – electronic files to the SPONSOR and Contractor
- 3) Weekly FAA Progress Reports – electronic files to the SPONSOR and FAA
- 4) RFI Responses – electronic files to the SPONSOR and Contractor
- 5) RFCPs – electronic files to the SPONSOR and Contractor
- 6) Field Directives – electronic files to the SPONSOR and Contractor
- 7) CCOs – electronic files to the SPONSOR, Contractor, and FAA
- 8) Monthly Applications for Payment – electronic files to the SPONSOR
- 9) Punch List and Substantial Completion Letter – electronic files to SPONSOR and Contractor

PHASE 3 CONSTRUCTION OBSERVATION

3.1 DAILY CONSTRUCTION OBSERVATION

This task will include construction observation, coordination of material testing during construction, and on-site construction administration for the duration of the Project. A full-time CO will be assigned to this Project. The CO will have experience with civil improvement projects as required for the Project. The CO will work with the PM to oversee the construction progress throughout the Project. The duration for the Construction Element is anticipated to be 60 contractual working days (split into 2 phases as stated in the Project Duration section). The budget for construction observation has been developed based upon the Contractor working 22 shifts, with a 10.0-hour workday; two additional days were allotted for the CO, one day at the beginning and one day at the end of construction for set-up and clean-up, for a total of 24 shifts.

It is anticipated that the CO will need support during key-work activities (such as electrical activation of lights, PAPI, REILs). The PM will designate a supporting Construction Observer (CO) as necessary to support the CO in the field. Up to four shifts are anticipated for the supporting CO, in addition to the 24 shifts for the CO.

The CO and supporting CO will perform construction observation services including (as applicable), but not limited to, the following:

- a. Prepare daily reports to record the construction history of the Project. The reports will be made available to the SPONSOR upon request for review during inspections or visits. The daily reports will include, but not be limited to, the following information: weather conditions, number of Contractor / subcontractor personnel and major equipment onsite, general location of work, description of work items, estimated quantities, safety items, materials delivered, delays / issues (if applicable), QC/QA tests performed, failed tests (if any) and action taken, instructions to Contractors, record of visitors to Project and verbal or written instructions given, record of telephone conversations and any verbal instructions received or authorizations granted, engineering field force activity and hours worked, and detailed log of work completed throughout the day.
- b. Review and check layout and surveys conducted by the Contractor in accordance with the Plans and Specifications.
- c. Check construction activities for compliance with Plans and Specifications.
- d. Respond to Contractor questions that arise in the field and communicate with PM to coordinate direction.
- e. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.
- f. Evaluate the Contractor's suggestions on modifications to Plans or Specifications and report those suggestions to the SPONSOR and PM.
- g. Acquire field measurements.
- h. Monitor the Contractor's compliance with the CSPP and immediately bring any non-compliance issues to the attention of the Contractor and the SPONSOR.
- i. Monitor Contractor's compliance with the Contractor's QC Program.
- j. Assist PM in coordinating QA testing as stated in Phase 4. Communicate with Contractor to facilitate the scheduling of QC testing.
- k. Attend weekly construction progress meetings as stated in Phase 2.
- l. Provide field information for office staff to prepare weekly FAA progress reports as stated in Phase 2.
- m. Conduct labor interviews to monitor Contractor's compliance with paying employees, in accordance with the Davis-Bacon Act requirements, and provide to office staff for certified payroll review as stated in Phase 2.
- n. Provide field information for office staff to prepare RFCPs, field directives, and CCOs as stated in Phase 2.
- o. Assist in preparing applications for payment as described in Phase 2. Throughout construction, the CO and CO will check quantities as work is performed and communicate with the Contractor to establish quantities that will be included in monthly progress billings.
- p. Work with Contractor to markup construction Plans with field changes if applicable and provide to office staff to prepare Record Drawings as described in Phase 5.
- q. Receive from Contractor and review the required maintenance and operating instructions, schedules, guarantees, bonds, inspection certificates, tests, approvals, and other relevant documents.

- r. Identify punch list items in advance of the substantial completion walk-through to support preparation of punch list as stated in Phase 2.
- s. Attend the substantial completion walk-through as stated in Phase 2.

PHASE 4 MATERIAL TESTING

4.1 MATERIAL TESTING

The material testing services will be performed by the Contractor in conformance with the Project Quality Control Specifications. The CONSULTANT will be responsible for coordinating and scheduling QA by material testing witnessing throughout the construction duration.

CONSULTANT will provide an Electrical Senior Engineer to witness the necessary quality control tests performed by the Contractor in accordance with the cited requirements and standard methods of FAA, ASTM, and AASHTO; record test results on the appropriate forms; prepare a summary and disposition of testing and material inspection; record deviating tests; conduct random material observations and compare against product submittals required by the FAA and observe and evaluate such tests made by the Contractor in the field, as necessary, in accordance with Plans and Specifications. CONSULTANT to provide copies of test reports to the SPONSOR of Contractor's performance of the required quality control tests. Any non-compliance issues shall immediately be reported to the Contractor and SPONSOR.

This scope assumes the following material testing and construction administration support by CONSULTANT:

- a. Review Contractor-submitted QC Program.
- b. Attend pre-construction conference and QC/QA workshop.
- c. Conduct site observations, provide recommendations, and perform testing observations for the following Items as described in the Project Specifications:
 - (1) Item SP1-2.5, 10kW CCR:
 - Visit site to observe condition of connections and functioning of the lights at multiple settings.
 - (2) Item L-108, Underground Power Cables for Airports, Section 108-2.9:
 - 5kV Reel, before and after whole circuit testing, insulation testing, earth resistance testing for ground rods and counterpoise.
 - (3) Item L-110, Airport Underground Electrical Duct Banks and Conduits:
 - Review plastic conduit, fittings and detectable warning tape to meeting specifications.
 - Compaction testing for soils, aggregates, and pavement.
 - (4) Item L-125, Installation of Airport Lighting System:
 - Electrical grounding and circuit testing.
 - (5) Prepare final QA report including the tests performed herein.

PHASE 4 DELIVERABLES

- 1) Quality Acceptance Reports – Electronic files to SPONSOR and Contractor

PHASE 5 POST-CONSTRUCTION SERVICES

5.1 PHASE 5 PROJECT MANAGEMENT

Project management tasks during Phase 5 will consist of the following:

5.1.1 Update Schedule

The schedule created during Phase 1 will be updated to show Project closeout milestones.

5.1.2 Coordinate PMP Updates

The PM will continue to coordinate and monitor PMP during Phase 5.

5.1.3 Coordinate CONSULTANT Team

The PM will assign responsibilities to office staff to complete the documentation efforts described herein. The PM will also coordinate with the CO for providing field data to complete the documentation efforts described herein.

5.1.4 Coordinate QA

The PM will coordinate to complete final QA report.

5.1.5 Prepare Invoices

The PM will continue to maintain the Project budget table and prepare invoices as defined in Phase 1. It is anticipated that three (3) invoices will be prepared during Phase 5.

5.2 PHASE 5 COMMUNICATION

The CONSULTANT will communicate with the SPONSOR and Contractor throughout Phase 5 as needed via phone call or email.

5.3 RECORD DRAWINGS

The CO and Contractor will coordinate throughout construction to document field constructed conditions and markup the construction Plans as stated in Phase 3. Upon completion of construction, the CONSULTANT will prepare the Record Drawings using AutoCAD Civil 3D 2020, by updating the drawing files created during design. The Drawings will become record information. The CONSULTANT will provide the SPONSOR with a set of reproducible Record Drawings in both digital and hardcopy format, as requested.

5.4 FINAL CONSTRUCTION REPORT (FCR)

Upon completion of construction, the CONSULTANT will prepare and assemble the FCR in conformance with FAA standards and requirements. The contents of the report will include, but are not limited to, the following:

- a. Project Description and Overview
- b. Project Personnel
- c. Contract Award and NTP (Including Bid Tabulation, Contract, and NTP Letters as Appendices)
- d. Project Timeline
- e. Summary of Work Accomplished (Including Table of Work Activities and Weeks Performed, as well as weekly FAA progress reports as Appendix)
- f. Contract Time
- g. Labor Provisions

- h. SPONSOR Administrative Costs
- i. Consultant Costs
- j. Force Account (if applicable)
- k. Construction Costs (including Final Application for Payment and CCOs as Appendices)
- l. Summary of DBE Utilization (including Contractor's DBE Utilization Form as Appendix)
- m. Buy American Provisions (including Submittal Checklist as Appendix)
- n. Construction Material Testing and Acceptance (including QC and QA Test Results as Appendices)
- o. Contactor's Statement of Completion (including Contractor's Letter of Completion and Warranty as Appendix)
- p. Record of Completion (including Substantial Completion Letter and SPONSOR Notice of Completion as Appendices)
- q. FAA-Required Sponsor Certification of Final Construction Acceptance as Appendix. This certification shall be signed by the SPONSOR.
- r. Recommendations

The CONSULTANT will coordinate with the Contractor, SPONSOR, and FAA to complete Project closeout activities and assemble the documents to be included in the FCR. The CONSULTANT will submit a draft version of the FCR for SPONSOR review. Upon receipt of SPONSOR review / comments, the CONSULTANT will finalize the FCR and submit to the SPONSOR and FAA.

5.5 AIRPORT LAYOUT PLAN (ALP) RECORD DRAWING UPDATE – NIC

The Project does not include any elements that would apply to an ALP Record Drawing update.

5.6 UPDATE AIRFIELD PAVEMENT MANAGEMENT SYSTEM (APMS) - NIC

The CONSULTANT will not update the current APMS previously prepared. This Project does not impact pavement conditions. It is anticipated that a complete APMS update will be performed under a future contract.

5.7 UPDATE AIRFIELD SIGNAGE AND MARKING PLAN – NIC

An airfield signage and marking plan is not required for this Airport.

5.8 AGIS AS-BUILT SURVEY – NIC

Due to the nature of Project improvements, an AGIS survey will not be performed as part of this Project.

PHASE 5 DELIVERABLES

- 1) Record Drawings – reproducible hardcopy and electronic files to SPONSOR
- 2) FCR – three (3) bound copies to SPONSOR and electronic file to SPONSOR and FAA

SCHEDULE OF COMPLETION

Phases 1-4

The CONSULTANT will complete the work called for under Phases 1-4 on a schedule submitted by the Contractor and approved by the SPONSOR not to exceed 60 working days.

Phase 5

The CONSULTANT will complete the work called for under Phase 5 within 30 working days of the receipt of a copy of the Notice of Completion filed by the SPONSOR.

SERVICES TO BE PROVIDED BY THE SPONSOR AND EXCLUDED SERVICES

The SPONSOR and CONSULTANT agree that the following items will be provided by the SPONSOR or excluded from this scope and, if added to the CONSULTANT's work, will be considered as extra services and a negotiated fee will be established, and an Amendment prepared:

- 1) Issuing of Notices to Airmen (NOTAMs) and announcements regarding the impact of the Project on aviation activities.
- 2) Guaranteed access to and make provisions for the CONSULTANT to enter the Airport as required for the CONSULTANT to perform his work under this Agreement.
- 3) Examination of documents requested by the SPONSOR and presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
- 4) Contract change orders that require new design elements beyond the scope of the awarded contract.
- 5) Extensions of construction time beyond the awarded contract timeframes.
- 6) FAA grant reimbursement submission.
- 7) Filing of Notice of Completion to the FAA.

COMPENSATION FOR SERVICES

- 1) The **total** amount for CONSULTANT's services described in this Scope of Services is **Two Hundred Forty-two Thousand Two Hundred Forty-six Dollars and Ninety Cents (\$242,246.90)**. This fee includes labor, materials, expenses, and incidentals necessary to complete the work as described herein. Cost and payment are broken out as follows:
 - a. **Lump Sum:** Payment for work outlined in **Phases 1 and 5** of this Scope of Services shall be made on a lump sum basis in the amount of **Seventy-nine Thousand Five Hundred Seventy-eight Dollars and Eighteen Cents (\$79,578.18)**. Payments will be made monthly based on the percentage of work complete.
 - b. **Time-and-expense:** Payment for work outlined in **Phases 2, 3, and 4** of this Scope of Services shall be made on a time-and-expense basis not to exceed **One Hundred Sixty-two Thousand Six Hundred Sixty-eight Dollars and Seventy-two Cents (\$162,668.72)**. Payments will be made monthly based on the hours of work complete, in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule, effective January 1, 2022, included as *Attachment 2*.

These amounts shall not be exceeded without written authorization from the SPONSOR. The cost breakdown is included as *Attachment 1* to this Scope.

- 2) Payment for any additional services requested by the SPONSOR will be performed on a time-and-expense basis in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule, effective January 1, 2022, included as *Attachment 2*. The CONSULTANT will establish the budget for additional services prior to the start of work and may not exceed the budget without written authorization from the SPONSOR. Any additional services must be authorized in writing by the SPONSOR.

End of Scope of Services

Respectfully submitted by,
MEAD & HUNT, Inc.



Robert Casagrande
Senior Project Engineer

Attachments

Attachment 1 – Construction Administration Cost Estimate

Attachment 2 - Mead & Hunt, Inc. Standard Billing Rate Schedule (2022)

Ukiah Municipal Airport																	
Runway 15-33 MIRL ,FAA PAPI and REIL Installation - Phase 2																	
Date: 10/17/2022																	
Constrution Administration Services Cost Estimate																	
PHASES and TASKS	Mead & Hunt (labor hours and rates)										Subconsultant fee + 15% markup		Expenses				Total Cost
	Senior Associate	Senior Project Engineer	Project Engineer	(Civil or Electrical) Senior Engineer / Project Manager	Engineer III	Engineer II	Engineer I	Technician II / CO	Administrative Assistant	Clerical	Subconsultant fee + 15% markup	Subconsultant fee + 15% markup	Mileage (per Mile)	Rental Car (Per Day)	Meals (Per Diem)	Reproduction, Shipping and Other	
Mead & Hunt, Inc. Standard Billing Rates 2022	\$337	\$261	\$221	\$210	\$163	\$151	\$136	\$124	\$115	\$90			\$0,585	\$125	\$55		
PHASE 1 - PRE-CONSTRUCTION SERVICES (LS)																	
1.1 Phase 1 Project Management and Coordination																	
1.1.1 Prepare Contract and Project Setup		5		8			5	8	6							\$ 5,347.00	
1.1.2 Prepare Schedule			5	5					2							\$ 2,385.00	
1.1.3 Prepare Project Management Plan (PMP)		6	1	6	6			6	2							\$ 4,999.00	
1.1.4 Coordinate CONSULTANT Team		20	4	20					4							\$ 10,764.00	
1.1.5 Coordinate Subconsultant - NIC																\$ -	
1.1.6 Prepare Invoices - Up to 1 Anticipated		0,5		2					1							\$ 665.50	
1.2 Phase 1 Project Meetings and Communication																	
1.2.1 Pre-Construction Conference				16				8	2	1			104		2	\$ 4,842.84	
1.2.2 Quality Control (QC) / Quality Assurance (QA) Workshop				8				8	1				104		2	\$ 2,957.84	
1.2.3 General Communication with SPONSOR and Contractor		2		6				4								\$ 2,278.00	
1.3 Prepare Project Documentation		2		16		6	6	6	5	1						\$ 7,013.00	
1.4 Review Material Submittals for Compliance - Up to 19 Anticipated		4		8	8			19		3						\$ 6,654.00	
1.5 Prepare Construction Management Plan (CMP)		1	4	10				10	3							\$ 4,830.00	
Phase 1 Subtotal	0	40.5	14	105	14	6	11	69	26	5	\$ -	\$ -	208	0	4	\$ - \$ 52,736.18	
PHASE 2 - CONSTRUCTION ADMINISTRATION SERVICES T&E)																	
2.1 Phase 2 Project Management and Coordination																	
2.1.1 Update Schedule			2	8				4	4							\$ 3,078.00	
2.1.2 Coordinate PMP Updates				8					2							\$ 1,910.00	
2.1.3 Coordinate CONSULTANT Team				30				22	5							\$ 9,603.00	
2.1.4 Coordinate Subconsultant - NIC																\$ -	
2.1.5 Prepare Invoices - Up to 3 Anticipated		1.5		1.5				1.5	0.5							\$ 950.00	
2.2 Phase 2 Project Meetings and Communication																	
2.2.1 Weekly Construction Progress Meetings - Up to 5 Anticipated				30			30		5				520			\$ 11,259.20	
2.2.2 Site Visits During Construction - Up to 5 Anticipated		8		30			30		5				520			\$ 13,347.20	
2.2.3 General Communication with SPONSOR and Contractor			24	24		4			4							\$ 11,408.00	
2.3 Weekly Working Day Reports - Up to 9 Anticipated				4					2							\$ 1,070.00	
2.4 Weekly FAA Progress Reports - Up to 5 Anticipated				2					2							\$ 650.00	
2.5 Requests for Information (RFIs) - Up to 5 Anticipated			5	2	5				5							\$ 2,915.00	
2.6 General Field Coordination		5	5	1	5				5							\$ 4,010.00	
2.7 Requests for Cost Proposals (RFCPs) - Up to 2 Anticipated		1	16	2		6	6		2	2						\$ 6,349.00	
2.8 Field Directives - Up to 2 Anticipated			8	2		2	2		1	1						\$ 2,967.00	
2.9 Contract Change Orders (CCOs) - Up to 2 Anticipated		1		2	8	4	4		1	1						\$ 3,338.00	
2.10 Review of QC/QA Test Results				1	5	4			1	1						\$ 1,834.00	

Ukiah Municipal Airport																	Date: 10/17/2022
Runway 15-33 MIRL ,FAA PAPI and REIL Installation - Phase 2																	
Constrution Administration Services Cost Estimate																	
PHASES and TASKS	Mead & Hunt (labor hours and rates)										Subconsultant fee + 15% markup		Expenses				Total Cost
	Senior Associate	Senior Project Engineer	Project Engineer	(Civil or Electrical) Senior Engineer / Project Manager	Engineer III	Engineer II	Engineer I	Technician II / CO	Administrative Assistant	Clerical	Subconsultant fee + 15% markup	Subconsultant fee + 15% markup	Mileage (Per Mile)	Rental Car (Per Day)	Meeds (Per Diem)	Reproduction, Shipping and Other	
Mead & Hunt, Inc. Standard Billing Rates 2022	\$337	\$261	\$221	\$210	\$163	\$151	\$136	\$124	\$115	\$90			\$0,585	\$125	\$55		
2.11 Certified Payroll and Davis Bacon Requirements - Up to 10 weeks				1		10			20	2						\$ 4,200.00	
2.12 Monthly Applications for Payment - Up to 4 Anticipated				8					4	1						\$ 2,230.00	
2.13 Substantial Completion Walk-Through and Documentation																	
2.13.1 Substantial Completion Walk-Through				8			8						104			\$ 2,828.84	
2.13.2 Punch List and Substantial Completion Letter				4			2		3	1						\$ 1,547.00	
Phase 2 Subtotal	0	16.5	60	168.5	23	30	82	27.5	71.5	9	\$ -	\$ -	1144	0	0	\$ -	\$ 85,494.24
PHASE 3 - CONSTRUCTION OBSERVATION (T&E)																	
3.1 Daily Construction Observation							200	264					2288	25	25	\$ 3,750.00	\$ 65,774.48
Phase 3 Subtotal	0	0	0	0	0	0	200	264	0	0	\$ -	\$ -	2288	25	25	\$ 3,750.00	\$ 65,774.48
PHASE 4 - MATERIAL TESTING - NIC (T&E)																	
4.1 Material Testing				50										5	5		\$ 11,400.00
Phase 4 Subtotal	0	0	0	50	0	0	0	0	0	0	\$ -	\$ -	0	5	5	\$ -	\$ 11,400.00
PHASE 5 - POST-CONSTRUCTION SERVICES (LS)																	
5.1 Phase 5 Project Management and Coordination																	
5.1.1 Update Schedule				6			2		1								\$ 1,647.00
5.1.2 Coordinate PMP Updates				10			2		1								\$ 2,487.00
5.1.3 Coordinate CONSULTANT Team				6	5		5		5								\$ 3,330.00
5.1.4 Coordinate QA				5			2.5		2								\$ 1,620.00
5.1.5 Prepare Invoices - Up to 3 Anticipated				6				6	3	1							\$ 2,439.00
5.2 Phase 5 Communication		1		8					2								\$ 2,171.00
5.3 Record Drawings		1		3			12										\$ 2,523.00
5.4 Final Construction Report (FCR)		1		36		14			6								\$ 10,625.00
5.5 Airport Layout Plan (ALP) Record Drawing Update - NIC																	\$ -
5.6 Update Airfield Pavement Management System (APMS) - NIC																	\$ -
5.7 Update Airfield Signage and Marking Plan - NIC																	\$ -
5.8 AGIS As-Built Survey - NIC																	\$ -
Phase 5 Subtotal	0	3	0	80	5	14	23.5	6	20	1	\$ -	\$ -	0	0	0	\$ -	\$ 26,842.00
TOTAL PROJECT BUDGET																	\$ 242,246.90

MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Effective January 2022

Standard Billing Rates

• Clerical	\$90.00 / hour
• Technical Editor	\$123.00 / hour
• Senior Editor	\$180.00 / hour
• Registered Land Surveyor	\$140.00 / hour
• Accounting, Administrative Assistant	\$115.00 / hour
• Technician I, Technical Writer	\$107.00 / hour
• Technician II, Surveyor - Instrument Person	\$124.00 / hour
• Technician III	\$144.00 / hour
• Technician IV	\$151.00 / hour
• Senior Technician	\$189.00 / hour
• Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$136.00 / hour
• Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$151.00 / hour
• Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$163.00 / hour
• Construction Resident Project Representative (RPR)	\$172.00 / hour
• Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$210.00 / hour
• Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$221.00 / hour
• Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$261.00 / hour
• Senior Associate, Principal, Senior Client / Project Manager	\$337.00 / hour

Expenses

- Geographic Information or GPS Systems \$100.00 / day
- Total Station Survey Equipment \$110.00 / day
Charges for other equipment may appear in a proposal
- Out-Of-Pocket Direct Job Expenses cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.

Travel Expense

- Company or Personal Car Mileage \$ IRS rate / mile*
** Rates will be charged at Current IRS rate*
- Air and Surface Transportation cost plus 15%
- Lodging and Sustenance cost plus 15%

Billing and Payment

- Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.
- Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2022, and will remain in effect until December 31, 2022, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

Independent Fee Estimate

Ukiah Municipal Airport

Runway 15-33 MRL, FAA PAPI, and REIL Installation - Phase 2

Date: 7/28/2022

PHASES and TASKS		Mead & Hunt (labor hours and rates)										Expenses				Total Cost
		Senior Associate	Senior Project Engineer	Project Engineer	(Civil or Electrical) Senior Engineer / Project Manager	Engineer III	Engineer II	Engineer I	Technician II / Const Observer	Administrative Assistant	Clerical	Mileage (Per Mile)	Rental Car (Per Day)	Meals (Per Diem)	Printing, Shipping & Other	
Mead & Hunt, Inc. Standard Billing Rates 2022		\$340	\$260	\$220	\$205	\$165	\$150	\$135	\$125	\$115	\$85	\$0.625	\$71	\$59.25	1	
PHASE 1 - PRE-CONSTRUCTION SERVICES																
1.1	Phase 1 Project Management and Coordination															
1.1.1	Prepare Contract and Project Setup	1	3		12					1					\$ 33.00	\$ 3,728.00
1.1.2	Prepare Schedule		0.5		1											\$ 335.00
1.1.3	Prepare Project Management Plan (PMP)		1		4											\$ 1,080.00
1.1.4	Coordinate CONSULTANT Team	0.5	2		4											\$ 1,510.00
1.1.5	Coordinate Subconsultant - NIC															\$ -
1.1.6	Prepare Invoices - Up to 1 Anticipated		0.5		1					1						\$ 450.00
1.2	Phase 1 Project Meetings and Communication															
1.2.1	Pre-Construction Conference		6		10		1		8		0.5	120	1	3	\$ 29.00	\$ 5,155.25
1.2.2	Quality Control (QC) / Quality Assurance (QA) Workshop		1		2				1							\$ 795.00
1.2.3	General Communication with SPONSOR and Contractor		2		6											\$ 1,750.00
1.3	Prepare Project Documentation		1		3		6		5							\$ 2,400.00
1.4	Review Material Submittals - Up to 19 Anticipated		3		6		30									\$ 6,510.00
1.5	Prepare Construction Management Plan (CMP)		1		2		4								\$ 27.00	\$ 1,297.00
	Phase 1 Subtotal	1.5	21	0	51	0	41	0	14	2	0.5	120	1	3	\$ 89.00	\$ 25,010.25
PHASE 2 - CONSTRUCTION ADMINISTRATION SERVICES																
2.1	Phase 2 Project Management and Coordination															
2.1.1	Update Schedule		0.5		2											\$ 540.00
2.1.2	Coordinate PMP Updates		1		2											\$ 670.00
2.1.3	Coordinate CONSULTANT Team	1	3		12											\$ 3,580.00
2.1.4	Coordinate Subconsultant - NIC															\$ -
2.1.5	Prepare Invoices - Up to 3 Anticipated	0.5	1.5		3					3					\$ 14.00	\$ 1,534.00
2.2	Phase 2 Project Meetings and Communication															
2.2.1	Weekly Const Progress Meetings - Up to 5 Anticipated		2.5		35		40				2.5	600	5	10	\$ 20.00	\$ 15,380.00
2.2.2	Site Visits During Construction - (included in 2.2.1)				0		0									\$ -
2.2.3	General Communication with Sponsor and Contractor		6		12											\$ 4,020.00
2.3	Weekly Working Day Reports - Up to 9 Anticipated		1.5		4.5											\$ 1,312.50
2.4	Weekly FAA Progress Reports - Up to 4 Anticipated		2		5											\$ 1,545.00
2.5	Requests for Information (RFIs) - Up to 5 Anticipated		2.5		5											\$ 1,675.00
2.6	General Field Coordination		4		10											\$ 3,090.00
2.7	Requests for Cost Proposals (RFCPs) - Up to 2 Anticipated		1		4		1									\$ 1,230.00

Independent Fee Estimate
Ukiah Municipal Airport
Runway 15-33 MRL, FAA PAPI, and REIL Installation - Phase 2

Date: 7/28/2022

PHASES and TASKS		Mead & Hunt (labor hours and rates)										Expenses				Total Cost
		Senior Associate	Senior Project Engineer	Project Engineer	(Civil or Electrical) Senior Engineer / Project Manager	Engineer III	Engineer II	Engineer I	Technician II / Const Observer	Administrative Assistant	Clerical	Mileage (Per Mile)	Rental Car (Per Day)	Meals (Per Diem)	Printing, Shipping & Other	
Mead & Hunt, Inc. Standard Billing Rates 2022		\$340	\$260	\$220	\$205	\$165	\$150	\$135	\$125	\$115	\$85	\$0.625	\$71	\$59.25	1	
2.8	Field Directives - Up to 2 Anticipated		1		4		1									\$ 1,230.00
2.9	Contract Change Orders (CCOs) - Up to 2 Anticipated		2		6		8								\$ 31.00	\$ 2,981.00
2.10	Review of QC / QA Test Results		1		2											\$ 670.00
2.11	Certified Payroll and Davis Bacon items - Up to 10 weeks				5			15								\$ 3,050.00
2.12	Monthly Applications for Payment - Up to 4 Anticipated		2		6		10								\$ 27.00	\$ 3,277.00
2.13	Substantial Completion Walk-Through & Documentation															
2.13.1	Substantial Completion Walk-Through				6							120	1	1		\$ 1,435.25
2.13.2	Punch List and Substantial Completion Letter		0.5		2											\$ 540.00
	Phase 2 Subtotal	1.5	32	0	125.5	0	60	15	0	3	2.5	720	6	11	\$ 92.00	\$ 47,759.75
PHASE 3 - CONSTRUCTION OBSERVATION																
3.1	Daily Construction Observation							40	240			3920	28	28		\$ 41,497.00
	Phase 3 Subtotal	0	0	0	0	0	0	40	240	0	0	3920	28	28	\$ -	\$ 41,497.00
PHASE 4 - MATERIAL TESTING - NIC																
4.1	Material Testing - (witness testing)				18							360	3	3		\$ 4,305.75
	Phase 4 Subtotal	0	0	0	18	0	0	0	0	0	0	360	3	3	\$ -	\$ 4,305.75
PHASE 5 - POST-CONSTRUCTION SERVICES																
5.1	Phase 5 Project Management and Coordination															
5.1.1	Update Schedule		0.5		1											\$ 335.00
5.1.2	Coordinate PMP Updates		1		2											\$ 670.00
5.1.3	Coordinate CONSULTANT Team	0.5	3		5											\$ 1,975.00
5.1.4	Coordinate QA		0.5		2											\$ 540.00
5.1.5	Prepare Invoices - Up to 3 Anticipated		1.5		3					3					\$ 14.00	\$ 1,364.00
5.2	Phase 5 Communication		1		4											\$ 1,080.00
5.3	Record Drawings		2		6			12	4		1				\$ 151.00	\$ 4,106.00
5.4	Final Construction Report (FCR)	1	2.5		6		16				1				\$ 44.00	\$ 4,749.00
5.5	Airport Layout Plan (ALP) Record Drawing Update - NIC															\$ -
5.6	Update Airfield Pavement Mgmt System (APMS) - NIC															\$ -
5.7	Update Airfield Signage and Marking Plan - NIC															\$ -
5.8	AGIS As-Built Survey - NIC															\$ -
	Phase 5 Subtotal	1.5	12	0	29	0	16	12	4	3	2	0	0	0	\$ 209.00	\$ 14,819.00
	TOTAL PROJECT BUDGET															\$ 133,391.75



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Approval of a Budget Amendment for the Ukiah Valley Fire Authority (UVFA) Supplies and Maintenance Accounts.

DEPARTMENT: Finance

PREPARED BY: Jessie Brunell, Senior Accountant

PRESENTER: Dan Buffalo, Finance Director

ATTACHMENTS:

None

Summary: Council will consider approving amending the budget for the Ukiah Valley Fire Authority (UVFA) building maintenance and supplies accounts.

Background: Furniture purchases and maintenance activities at the North Fire Station located on Lovers Lane were budgeted and intended to be incurred in the prior fiscal year, but were delayed at year-end. Those costs were instead incurred in the current fiscal year, requiring a subsequent budget adjustment.

Discussion: Staff recommends that the City Council approve a budget amendment in the amount of \$7,715 for the UVFA building and maintenance account needed to address planned but delayed general maintenance activities at the station and \$3,100 for the Ambulance supplies account for new furniture to accommodate recently hired personnel.

Recommended Action: Approve amending the budget for an increase of \$7,715 for the Ukiah Valley Fire Authority (UVFA) building maintenance account and \$3,100 for the Ambulance supplies account for residual expenditures meant to be incurred in FY 2021-22.

BUDGET AMENDMENT REQUIRED: Yes.

CURRENT BUDGET AMOUNT: 10521210.56300: \$40,000; 71021100.54100: \$9,500

PROPOSED BUDGET AMOUNT: 10521210.56300: \$47,715; 71021100.54100: \$12,600

FINANCING SOURCE: Departmental Budgetary Surplus from FY 2022

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO #48106; PO #48104

COORDINATED WITH: Eric Singleton, Battalion Chief; Dan Buffalo, Finance Director

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Review Landfill Closure Financial Plan Update.

DEPARTMENT: Finance

PREPARED BY: Dan Buffalo, Finance Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Resolution No. 2016-03 - Establishing Funding Closure-Ukiah Solid Waste Disposal
2. Signed Landfill Inflation Form

Summary: The City Council will receive an update on the Financial Plan of 2016 to finance closure, post-closure, and a corrective action plan of the Ukiah Landfill.

Background: The City Council, at its regularly scheduled meeting of January 6, 2016, considered a strategy to provide funding for the ultimate closure, post closure, and Corrective Action Plan (CAP) reserve of the Ukiah Landfill. The strategy was memorialized in the City Council Resolution No. 2016-03 (Attachment 1). The Resolution directs the Finance Director to present to Council, for consideration annually, the condition of the financial plan, with any recommended adjustments.

Discussion: Costs to conduct closure, post-closure, and prepare a corrective action plan have been adjusted by an inflationary index provided by CalRecycle. For 2022 the estimated cost with an assumed inflationary adjustment of 4.1 percent from 2021 is \$20,539,939. The change in cost is due to the annual inflation factor provided by CalRecycle. The Finance Department, in coordination with Public Works and the City Manager's Office, continues to revise the City's financing strategy to meet this obligation in full, using a combination of reserves and cash inflows from surcharges collected at the transfer station.

Detail of the calculation and the breakdown by the various categories of closure are included in Attachment 2.

Recommended Action: Receive and file update to the Landfill Closure Financial Plan.

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: Tim Eriksen, Public Works Director/City Engineer

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2016- 03**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING FINANCIAL MECHANISM FOR FUNDING CLOSURE, POST-CLOSURE MAINTENANCE, AND CORRECTIVE ACTION PLAN FOR CITY OF UKIAH SOLID WASTE DISPOSAL SITE****WHEREAS:**

1. The City of Ukiah solid waste disposal site ("Landfill") located at 3100 Vichy Springs Road, Mendocino County Assessor Parcel No. 178-130-01), consisting of a landfill footprint of approximately 40 acres, ceased operations and accepting solid waste in September 2001; and
2. Since September 2001, the City has maintained the Landfill, including monitoring wells surrounding the perimeter of the property and a leachate collection system that captures and disposes of leachate through the City's sewer system; and
3. Under applicable provisions of the California Public Resources Code and in Title 27 of the California Code of Regulations ("CCR"), the City is required to adopt a plan for the closure, post-closure maintenance, and corrective actions required for the Landfill; and
4. Pursuant to 27 CCR 21180(a), the City must provide post-closure maintenance and a corrective action plan reserve ("CAP") for a thirty-year period after closure; and
5. The cash collected by the City to provide for Closure, Post-Closure Maintenance, and the CAP reserve are reflected in the City's financial statements as a net position of the disposal site proprietary fund; and
6. The City is scheduled to complete the closure of the landfill ("Closure") in accordance with its approved closure plan in 2016; and
7. Recently, new and more costly regulatory requirements relating to Closure have been imposed by the California state agencies with jurisdiction over the Closure. These additional requirements, including installation of a methane gas collection system, would have been imposed, even if the Closure had occurred prior to the imposition of these new requirements; and
8. The most recent engineer's estimates for Closure, including the gas collection system and other additional requirements, indicate that the net proprietary fund for the Landfill is not sufficient to cover all of the costs of Closure, Post-Closure Maintenance, and to establish a CAP reserve; and
9. The City must provide the funding for Closure, Post-Closure Maintenance, and the CAP reserve; and
10. On January 1, 2017, pursuant to the Amended and Restated Transfer Station Agreement ("Transfer Station Agreement") between the City of Ukiah and Solid Waste Systems, Inc. ("SWS"), dated December 12, 2011, the City is entitled to acquire legal title to the Transfer Station (Transfer Station) located at 3151 Taylor Drive, Ukiah, California, and the City and SWS are obligated to enter a lease under which SWS will continue to operate the transfer station and pay rent ("Transfer Station Rent") to the City for the use of the Transfer Station; and

10. Dedicating Transfer Station Rent to fund Closure, Post-Closure Maintenance, and the Cap Reserve as further provided herein will provide a source of revenue to fund those obligations which exceed the disposal site proprietary fund; and

11. Commencing on January 1, 2012, the City adopted a City Surcharge on the Gate Fee at the Transfer Station ("Surcharge") to provide a source of revenue in the Landfill/Solid Waste Enterprise Fund for Closure and Post-Closure Maintenance, and the CAP reserve. The Surcharge is currently \$2.00 per ton of Solid Waste received at the Transfer Station. The Surcharge is collected by SWS and remitted to the City, where it is recorded as revenue in the Landfill/Solid Waste Enterprise Fund as Closure and Post-Closure Reserve; and

12. Committing the Surcharge at its current level or any future level approved by the City Council will stabilize the Landfill/Solid Waste Enterprise Fund, provide a dedicated source of revenue to comply with the City's Closure and Post-Closure Maintenance costs, and the establishment and replenishment of the Cap Reserve; and

13. The combination of the disposal site proprietary fund, Transfer Station Rent, and the Surcharge will provide adequate funding for City's Closure and Post-Closure Maintenance costs, and the establishment and replenishment of the Cap Reserve, provided however, that an increase in the Surcharge may be necessary once the final Closure costs and the method of financing the City's obligations is determined;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ukiah as follows:

1. Transfer Station Rent is hereby committed to any unfunded Closure costs, Post-Closure Maintenance costs, and the establishment and replenishment of the CAP reserve.

2. There is hereby established a Transfer Station Rents Special Revenue Fund (Special Revenue Fund) for all Transfer Station Rent revenue which fund is established and dedicated to pay for any Closure costs, Post-Closure Maintenance costs, and the establishment and replenishment of the CAP reserve.

3. Revenue recorded in the Special Reserve Fund shall be given first preference over other revenue sources, other than grants, in funding Closure and Post-Closure Maintenance expenses and CAP reserve requirements that are not funded by the disposal site proprietary fund.

4. Any Closure and Post-Closure Maintenance expenses and CAP reserve requirements not funded by grants, the disposal site proprietary fund, and the Special Revenue Fund shall be funded by the Surcharge.

5. The City Finance Director is hereby directed to prepare for City Council the approval a Financial Plan (Plan) to extinguish in fifteen years the estimated unfunded Closure and thirty-year Post-Closure Maintenance costs, and the CAP reserve requirements, and present the Surcharge to be applied to the Transfer Station Gate Fee commencing on January 1, 2017. The revised Surcharge shall be submitted to the City Council for approval no later than October 2016. Thereafter, in September of each year, the City Finance Director shall prepare an update of the Plan to fund Closure, Post-Closure Maintenance, and CAP requirements. Any recommended increase or decrease in the Surcharge resulting from the annual update of the Plan shall be presented to the City Council for approval in October, and if approved, will be applied to the Transfer Station Gate Fee immediately following January 1st.

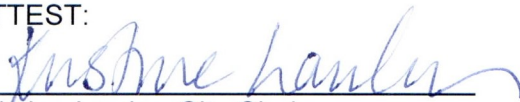
PASSED AND ADOPTED this 6th day of January 2016, by the following roll call vote:

AYES: Councilmember Crane, Mulheren, Doble, Brown, and Scalmanini.
NOES: None
ABSTAIN: None
ABSENT: None



Stephen G. Scalmanini, Mayor

ATTEST:



Kristine Lawler, City Clerk



April 5, 2022

TO ALL OPERATORS/OWNERS OF SOLID WASTE LANDFILLS

Title 27, California Code of Regulations (27 CCR), Division 2, Subdivision 1, Chapter 6, Subchapter 3, Article 1, section 22236, requires you to submit a report annually to the California Department of Resources Recycling and Recovery (CalRecycle). The report calculates the inflationary increase in the closure, postclosure maintenance, and/or corrective action cost estimates for the previous calendar year.

Based on information obtained from the U.S. Department of Commerce, Bureau of Economic Analysis, Table 4, dated March 30, 2022, the inflation factor for **2021** is **1.041 (4.1%)**. Please complete the **2021 Annual Inflation Factor Report** for each landfill you own and/or operate, and send it to the **Financial Assurances Unit** at the following email address by **June 1, 2022**:

FAU@CALRECYCLE.CA.GOV

If you would prefer to mail it, please send it to:

CalRecycle, Financial Assurances Unit, MS 10A-15, P.O. Box 4025, Sacramento, CA 95812-4025

Previous years' Inflation Factor Reports can be found at:

<https://www.calrecycle.ca.gov/SWFacilities/Financial/Bulletins>

Following are previous years' inflation factors:

1989 - 1.041	1990 - 1.054	1991 - 1.036	1992 - 1.033
1993 - 1.026	1994 - 1.020	1995 - 1.024	1996 - 1.020
1997 - 1.020	1998 - 1.010	1999 - 1.015	2000 - 1.021
2001 - 1.022	2002 - 1.011	2003 - 1.017	2004 - 1.021
2005 - 1.028	2006 - 1.029	2007 - 1.027	2008 - 1.022
2009 - 1.012	2010 - 1.010	2011 - 1.021	2012 - 1.018
2013 - 1.015	2014 - 1.015	2015 - 1.010	2016 - 1.013
2017 - 1.018	2018 - 1.022	2019 - 1.018	2020 - 1.012

If you have not made the previous years' adjustments, please do so before calculating the 2022 adjusted total cost estimates. Apply subsequent inflation factors to the previous year's total cost estimate, beginning with the inflation factor that corresponds with the year the plan was prepared. For example, if the plan was prepared in 1989, apply the 1989 inflation factor to your 1989 initial certified total closure and postclosure maintenance cost estimates and so forth until the current inflation factor is applied.

TO ALL OPERATORS/OWNERS OF SOLID WASTE LANDFILLS

Do not disregard this notice, if you recently revised your estimates due to changes in your closure, postclosure maintenance and/or corrective action plans, and the revised estimates reflect 2022 dollars. Please report your updated 2022 cost estimates.

Information regarding the total and remaining permitted capacity at your landfill(s) should be submitted under a separate mailing.

For public operators utilizing a Pledge of Revenue Agreement, the operator is required by 27 CCR section 22233(b)(4)(B) to submit the CalRecycle 114 form to demonstrate the pledged revenue continues to be available when needed and will cover the postclosure maintenance and/or corrective action cost estimate(s) identified in the updated 2021 Annual Inflation Factor Report required by 27 CCR section 22236. The operator is required to submit annual certifications of the CalRecycle 114 form with the 2021 Annual Inflation Factor Report (copies of the resolution and agreement are not required annually, unless amended).

If you have any questions regarding this report, please contact staff of the Financial Assurances Unit identified for your county through the following link:

<https://www2.calrecycle.ca.gov/SolidWaste/LEA/CalRecycleContacts/>

Thank you for your cooperation.



ANNUAL INFLATION FACTOR REPORT 2021

FACILITY NAME: City of UkiahFACILITY NO.: SW-23-AA-0019

1.) Identify the highest approved or subsequently submitted cost estimate on record and the date of the plan:

\$ <u>8,748,697</u>	<u>March 2016</u>
Highest Closure Cost Estimate	Date of Plan
Approved or Subsequently Submitted	

\$ <u>5,258,102</u>	<u>March 2016</u>
Highest Postclosure Maintenance Cost Estimate	Date of Plan
Approved or Subsequently Submitted	

\$ <u>654,116</u>	<u>March 2016</u>
Highest Corrective Action Cost Estimate	Date of Plan
Approved or Subsequently Submitted	

2.) Multiply each cost estimate by the inflation factor to determine the new adjusted cost estimates as illustrated below:

The ABC Landfill's cost estimate for CLOSURE in 2021 was \$2,000,000. Using the 2021 inflation factor of 1.041, they recalculated their ADJUSTED CLOSURE COST for 2022 to \$2,082,000. Their POSTCLOSURE MAINTENANCE (PCM) COST with a Multiplier of 30 in 2021 was \$1,500,000. Using the 2021 inflation factor of 1.041, their ADJUSTED PCM COST for 2022 is \$1,561,500. Their cost estimate for CORRECTIVE ACTION in 2021 was \$1,000,000. Using the 2021 inflation factor of 1.041, they recalculated their ADJUSTED CORRECTIVE ACTION COST for 2022 to \$1,041,000.

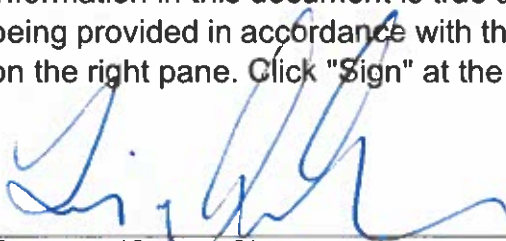
NOTE: If the cost estimates identified above were prepared in 2022 dollars, do not inflate below.

ANNUAL INFLATION FACTOR REPORT 2021

\$ <u>11,319,865</u>	x 1.041 =	\$ <u>11,783,979</u>
Closure Costs (2021 Dollars)		Estimate in 2022 Dollars
\$ <u>7,409,242</u>	x 1.041 =	\$ <u>7,713,021</u>
Annual PCM Costs x PCM Multiplier of 30 or other <u>approved</u> PCM Multiplier (2021 Dollars)		Estimate in 2022 Dollars
\$ <u>1,001,863</u>	x 1.041 =	\$ <u>1,042,939</u>
Corrective Action Costs (2021 Dollars)		Estimate in 2022 Dollars

Choose Either:
 Water ☐
 or Non-Water ☒

I certify under penalty of perjury under the laws of the State of California that the information in this document is true and correct to the best of my knowledge and is being provided in accordance with the regulations. To sign, click the "Fill & Sign" button on the right pane. Click "Sign" at the top and click "Add Signature".


 Operator/Owner Signature

Tim Eriksen
 Printed Name of Person Signing

300 Seminary Ave, Ukiah, CA 95482
 Mailing Address

Director of Public Works/City Engineer
 Title of Person Signing

<u>707-563-6280</u>	<u>teriksen@cityofukiah.com</u>	<u>10/6/2022</u>
Phone Number	Email	Date of Report



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for Wahlund Construction Inc. for the Ford and Orchard Lift Station Replacement, Specification 22-02, and Direct the City Clerk to File the Notice of Completion with the County Recorder.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. Approving Staff Report
2. Notice-of-Completion

Summary: Council will consider approving the Notice of Completion for the Ford and Orchard Lift Station Replacement, Specification 22-02 and approve final payment of the 5% retention to Wahlund Construction Inc.

Background: The Public Works Department has completed the replacement of the mechanical and control equipment of the Ford and Orchard Lift Station. Also included was wet well epoxy coating, site fencing, traffic bollards and underground electric conduit for future development.

Discussion: At the June 1, 2022, City Council meeting Council had awarded the Ford and Orchard Lift Station Replacement to Wahlund Construction Inc. in the amount of \$220,775. The contract price was based on the engineer's estimate provided in the bid package (Attachment 1).

The project cost increased due to additional construction services that were not included in the original contract but were found necessary during the course of project work. This includes additional vault upgrades resulting in a revised total contract amount of \$237,613.62.

The contract work was completed in conformance with the Project Plans on October 20, 2022. Final payment of the retention will be made to the contractor after 35 days from the date the Notice of Completion (Attachment 2) is filed with the County Recorder.

Recommended Action: Approve Notice of Completion for the Ford and Orchard Lift Station Replacement, Specification 22-02, and direct the City Clerk to file the Notice of Completion with the County Recorder.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2122242

COORDINATED WITH: Tim Eriksen, Director of Public Works and Jason Benson, Senior Engineer

Approved: 
Sage Sangiacomo, City Manager

Agenda Item No: 7.i.

MEETING DATE/TIME: 6/1/2022

ITEM NO: 2022-1700



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Award of Bid to Wahlund Construction, Inc. in the Amount of \$220,775 for the Ford and Orchard Lift Station Replacement Specification No. 22-02.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. Bid Notice
2. Bid Tabulation
3. Wahlund Bid

Summary: Council will consider awarding a contract to Wahlund Construction in the amount of \$220,775 for Ford and Orchard Lift Station Replacement, Specification No. 22-02.

Background: It was determined that the existing lift station at Ford and Orchard that serves the Wagenseller and surrounding communities has begun to fail. Both the pumps and control system are at end of life and need replacement.

In addition to the lift station mechanical and control equipment replacement - and other improvements such as wet well epoxy coating, site fencing, and traffic bollards - Public Works Staff coordinated with the Electric Utility Department and included the installation of new primary underground electric conduits under Orchard Avenue for future development.

Discussion: The City released the bid notice (Attachment 1) in April and interested contractors participated in a bid walk for the project on May 3, 2022. The City received three construction bids for this project on May 18, 2022 (Bid Tabulation is Attachment 2). Wahlund Construction was the low bidder with a bid amount of \$220,775.

It is Staff's recommendation to award the bid (Attachment 3) for Specification No. 22-02 for the Ford and Orchard Lift Station Replacement in the amount of \$220,775 to Wahlund Construction, Inc.

An internal budget transfer will be performed to link budgeted Electric Utility Department funds to the Project Code associated with the replacement project. (18134)

Recommended Action: Approve award of a contract to Wahlund Construction, Inc. in the amount of \$220,775.00 for the Ford and Orchard Lift Station Replacement, Specification No. 22-02.

BUDGET AMENDMENT REQUIRED: NO

CURRENT BUDGET AMOUNT: 84027221.80100.18134: \$200,000 80126100.80230.18034: \$0

PROPOSED BUDGET AMOUNT: 84027221.80100.18134: \$170,825 80126100.80230.18134: \$49,950 (by internal transfer from PC 18044)

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Director of Public Works; Cindy Sauers, Electric Utility Director; Jason Benson, Senior Engineer; Sonu Upadhyay, Senior Power Engineer; and Mary Horger, Financial Services Manager.

Approved:


Sage Sangiacomo, City Manager

Please return to:

CITY OF UKIAH
300 Seminary Avenue
Ukiah, California 95482-5400
(707) 463-6200

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the project described as: Ford and Orchard Lift Station Replacement, Specification No. 2022-02
2. That the nature of the title to the mechanical and control equipment replacement at the Ford and Orchard Lift Station.
3. That on the 20th day of October 2022, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is Wahlund Construction Inc., PO Box 6486 Eureka, CA 95502
5. That the real property herein referred to is situated in the County of Mendocino, State of California, and is described as follows: City-owned property identified as the Ford and Orchard Lift Station.

I hereby certify under penalty of perjury that the forgoing is true and correct:

City Council Approval CITY OF UKIAH, a Municipal Corporation

_____	By: _____	_____
Date	Kristine Lawler, City Clerk	Date

State of California

County of Mendocino

Exempt from recording fees pursuant to Government Code Section 27383



AGENDA SUMMARY REPORT

SUBJECT: Report of Additional Amount for New 2023 Ford F-150 (All Electric) Lighting Pro Series Crew Cab, and Approve Corresponding Budget Amendment.

DEPARTMENT: Finance

PREPARED BY: David Mendez, Buyer II

PRESENTER: Neil Davis, Community Services Director

ATTACHMENTS:

1. PO 47870
2. Updated Quote Redwood Ford

Summary: Council will receive a report regarding the additional funds needed for the purchase of one (1) 2023 Ford F-150 (All Electric) Lighting Pro Series Crew Cab Truck.

Background: On April 20, 2022, City Council approved the purchase of one (1) 2022 Ford F-150 (All Electric) Lightning Pro Series Crew Cab Truck for the amount of \$43,729.28 for the Parks Department.

Discussion: Staff issued Purchase Order 47870 (Attachment 1) to Redwood Ford of Ukiah for one (1) 2022 Ford F-150 (All Electric) Lighting Pro Series Crew Cab Truck for the amount of \$43,729.28. Following the order placement, Redwood Ford notified the City Staff that the Ford plant had stopped production of the 2022 models. Staff received the updated cost (Attachment 2) from Redwood Ford for the new 2023 Ford F-150 Lighting Pro Series Crew Cab Truck for the amount of \$51,158.46. The difference is \$7,429.18. A budget amendment is necessary to cover this increase.

Recommended Action: Receive the report, and approve the requested budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10022100.80100.V3765: \$0

PROPOSED BUDGET AMOUNT: 10022100.80100.V3765: \$7,429.18

FINANCING SOURCE: General Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO 47870

COORDINATED WITH: Dave Kirch, Fleet/Plant/Building Maintenance Supervisor; Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

Purchase Order



Fiscal Year 2022

Page 1 of 1

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

Purchase Order #

47870-01

Delivery must be made within doors of specified destination.

BILL TO

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

VENDOR

REDWOOD FORD
1170 S STATE ST
UKIAH CA 95482

SHIP TO

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

Vendor Phone Number		Vendor Fax Number		Buyer David Mendez		Date Ordered 04/21/2022		Date Required 05/31/2022	
Delivery Reference DAVE K.			Freight Method/Terms UKIAH/ NET-30		Department/Location PARKS			Sales Tax Rate 0.000	
Item#	Description/Part No.			Qty	UOM	Unit Price		Extended Price	
1	2022 FORD F-150 LIGHTING PRO SERIES CREW CAB 145" WHEELBASE TRUCK			1.0	EACH	\$46,574.590		\$46,574.59	
2	SERVICE MANUAL			1.0	EACH	\$300.000		\$300.00	
3	DOC & TIRE FEE			123.8	DOLL	\$1.000		\$123.75	
4	SALES TAX			4160.1	DOLL	\$1.000		\$4,160.12	
PER REQ. E39311, DATED 2/8/22 COUNCIL APPROVED 4/20/22 DM FORD PLANT STOPPED PRODUCTION OF 2022 MODEL, TOTAL COST (\$43,729.28) AND A 2023 MODEL IS (\$51,158.46) WHICH IS A DIFFERENCE OF \$7429.18. 10/28/22 DM									

CHANGE ORDER

By 
Purchasing Supervisor

VENDOR COPY

PO Total

Page 1 of 1 \$51,158.46



Preview Order 0588 - W1E - 4x4 SuperCrew: Order Summary Time of Preview: 09/14/2022 14:22:40

Dealership Name: Redwood Ford

Sales Code: F72438

Dealer Rep.	John Lanzit	Type	Fleet	Vehicle Line	F-150	Order Code	0588
Customer Name	CITY OF UKIAH	Priority Code	M1	Model Year	2023	Price Level	320

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW - 145	\$46974	CA NEW MTR VEHICLE BOARD FEES	\$0
145 INCH WHEELBASE	\$0	FLEET EV NET INVOICE CREDIT	\$0
TOTAL BASE VEHICLE	\$46974	FRONT LICENSE PLATE BRACKET	\$0
OXFORD WHITE	\$0	PRO POWER ONBOARD - 9.6 KW	\$1200
VINYL BUCKETS SEATS	\$0	BACKUP ALARM SYSTEM	\$145
MEDIUM DARK SLATE	\$0	ALUMINUM TOOLBOX-BLACK *ACCY	\$850
EQUIPMENT GROUP 110A	\$0	DAYTIME RUNNING LAMPS	\$45
.PRO SERIES	\$0	BEDLINER-TOUGHBED SPRAYIN*ACCY	\$595
.18" MACH BLACK HIGH GLOSS WHL	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.ZERO EMISSIONS VEHICLE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
DUAL EMOTOR-STANDARD BATTERY	\$0	FUEL CHARGE	\$0
SINGLE-SPEED TRANSMISSION	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.275/65R18 BSW ALL-TERRAIN TIRE	\$0	ADVERTISING ASSESSMENT	\$0
.ELECTRIC DRIVE E-LOCK RR AXLE	\$0	DESTINATION & DELIVERY	\$1795
8250# GVWR PACKAGE	\$0		
TOTAL BASE AND OPTIONS			MSRP \$51604
DISCOUNTS			NA
TOTAL			\$51604

LIGHTNING

YOUR PRICE
\$46,574.59

NOT INCLUDING
SERVICE MANDAL
DOC & TIRE
SALES TAX

ORDERING FIN: QE259 END USER FIN: QE259 PO NUMBER: 47870-00

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

This is not an invoice.



AGENDA SUMMARY REPORT

SUBJECT: Approval of a Second Contract Amendment with GHD Inc. for Professional Engineering Services for a Future Water Storage Tank Siting Study and Analysis, in the Amount of \$20,000.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. Contract No. 2021-112
2. Contract No. 2021-112-A1
3. 2022-08-04 Ukiah Tank Siting Study - GHD Proposal

Summary: Council will consider approving a second contract amendment with GHD Inc. for professional engineering services for a future water storage tank siting study and analysis, in the amount of \$20,000.

Background: On August 27, 2020, GHD Engineers, Inc began professional engineering services for a siting study for a water storage tank. (Attachment 1). Design work was added to the original agreement for the additional study of two possible tank sites including access, tank water supply and interconnection with existing City utilities (Attachment 2).

Discussion: GHD Inc. performed an initial desktop GIS analysis of potential tank sites which was followed by a detailed planning study that investigated tank types, siting, sizing and hydraulic analysis.

This additional study will look in greater detail at the siting of proposed 1.5 million gallon storage tanks at Site 1 as well as more detail of system operations with higher or lower tanks and, if it is possible, a tank could be sited to match the pressure already existing in Zone 1, eliminating the need for the installation of a booster pump station (Attachment 3).

This second amendment will bring the contract to a not-to-exceed amount of \$42,123.89.

Recommended Action: Approve a second contract amendment with GHD Inc. for professional engineering services for a future water storage tank siting study and analysis, in the amount of \$20,000.

BUDGET AMENDMENT REQUIRED: NO

CURRENT BUDGET AMOUNT: 82027110.52100: \$127,116.46

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2021112

COORDINATED WITH: Tim Eriksen, Director of Public Works and Jason Benson, Senior Engineer

Approved: 
Sage Sangiacomo, City Manager

COU No. 2021-112

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 21st day of August, 2020 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and GHD, a Corporation 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:

- a. City requires consulting services related to Professional Engineering Services: Future Water Storage Tank Siting Study, Ukiah, CA.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City 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.

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 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 for the duration of the Project from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

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 \$8,500. 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 B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 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.
- 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.

5.0 ASSURANCES OF CONSULTANT

- 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.

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.

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.

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 its 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. 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 determines that the Consultant has a disclosure obligation under the City'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 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

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.

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, its 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, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its 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.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its 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, its 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 one year from Project completion

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.

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 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. 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 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 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 has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor 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 arising from the active negligence of the City.

"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 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 and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City 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 in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 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.
- 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 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 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 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 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.

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 PUBLIC WORKS
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

GHD
2235 MERCURY WAY
SUITE 150
SANTA ROSA, CA 95407

9.0 SIGNATURES

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

CONSULTANT

BY:  Digitally signed by Matthew G. Kennedy
DN: cn=Matthew G. Kennedy, o=GHD Inc., c=US
Reason: I am approving this document
Date: 2020.08.14 13:35:34 -0700

14 August 2020

Date

PRINT NAME: Matthew G. Kennedy

98-0425935

IRS IDN Number

CITY OF UKIAH

BY: 
SAGE SANGIACOMO
CITY MANAGER

08-27-2020

Date

ATTEST

 Digitally signed by Kristine Lawler
DN: cn=Kristine Lawler, o=City of Ukiah, email=klawler@cityofukiah.com, c=US
Date: 2020.09.02 14:15:14 -0700

9-2-2020

CITY CLERK

Date



August 7, 2020

Tim Eriksen, PE
Director of Public Works/City Engineer
Public Works Department
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482-5400

RE: Proposal for Professional Engineering Services: Future Tank Siting Study, Ukiah, CA

Dear Mr. Eriksen:

GHD is pleased to provide this proposal for professional engineering services for a water storage tank siting study. The City is considering property acquisition in the hills west of the City limit and would like to investigate potential sites for future water tanks. The study area is shown on Attachment 2. Viable tank sites, including the locations indicated by yellow stars, will be considered in the context of access and elevation relative to the City's existing water storage reservoirs.

GHD will perform a GIS analysis of the study area to identify potential tank sites. We will prepare a brief letter report summarizing the findings including a figure showing the locations of the potential tank sites.

GHD proposes a time-and-materials fee not to exceed \$8,500 to complete the study. Services not included in this proposal can be provided by a negotiated fee at current rates (Attachment 1).

We welcome the opportunity to work with you on this important study, and look forward to contributing to its success. Should you have any questions, please do not hesitate to contact me.

Sincerely,
GHD Inc.



Matt Kennedy, PE, TE
Principal Engineer / Project Manager

Attachments:

1. GHD Standard Rates
2. Study Area Map

**US West Region Fee Schedule ***

Principals:	\$245.00 - \$280.00	Geologists/Hydrogeologists:	
Associates:	\$175.00 - \$250.00	♦ Level A	\$120.00 - \$135.00
Specialist:	\$225.00 - \$275.00	♦ Level B	\$135.00 - \$145.00
Engineers:		♦ Level C	\$145.00 - \$175.00
♦ Level A	\$120.00 - \$135.00	♦ Level D	\$175.00 - \$200.00
♦ Level B	\$135.00 - \$155.00	♦ Level E	\$200.00 - \$225.00
♦ Level C	\$155.00 - \$175.00	♦ Level F	\$225.00 - \$250.00
♦ Level D	\$175.00 - \$195.00	Technicians/Technologists:	
♦ Level E	\$195.00 - \$230.00	♦ Level A	\$ 70.00 - \$100.00
♦ Level F	\$230.00 - \$260.00	♦ Level B	\$100.00 - \$120.00
Environmental Chemists/Scientists/Planners:		♦ Level C	\$120.00 - \$135.00
♦ Level A	\$105.00 - \$125.00	♦ Level D	\$135.00 - \$160.00
♦ Level B	\$125.00 - \$145.00	♦ Level E	\$160.00 - \$190.00
♦ Level C	\$145.00 - \$165.00	♦ Level F	\$190.00 - \$235.00
♦ Level D	\$165.00 - \$185.00	Draft/CADD:	
♦ Level E	\$185.00 - \$215.00	♦ Level A	\$ 90.00 - \$100.00
♦ Level F	\$215.00 - \$245.00	♦ Level B	\$100.00 - \$110.00
Industrial Hygienists/Safety Professionals:		♦ Level C	\$110.00 - \$120.00
♦ Level A	\$120.00 - \$135.00	♦ Level D	\$120.00 - \$130.00
♦ Level B	\$135.00 - \$150.00	♦ Level E	\$130.00 - \$140.00
♦ Level C	\$150.00 - \$175.00	♦ Level F	\$140.00 - \$150.00
♦ Level D	\$175.00 - \$200.00	Technical Apprentices:	\$75.00 - \$115.00
♦ Level E	\$200.00 - \$230.00	Administrative Support:	\$75.00 - \$125.00
♦ Level F	\$230.00 - \$260.00	Expert Witness Testimony:	\$280.00



US West Region Fee Schedule *

Employee time will be billed in accordance with the fees listed above. These rates are subject to change on a semi-annual basis. For other than professional employees, time spent over 8 hours per day, time spent on swing shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Work on Sundays will be charged at 2.0 times the hourly billing rate and holiday work will be charged at 2.5 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Expenses and other similar project related costs are billed out at cost plus 15%. The cost of using equipment and specialized supplies is billed on the basis of employee hours dedicated to projects. Our rates are:

- A. Office consumables: \$6.50/hr
- B. Environmental Dept/Construction Inspector consumables: \$11.00/hr
- C. Survey Field consumables: \$15.00/hr
- D. Various Environmental, Construction and Land Surveying equipment: At market B. C. D.

Payment for work and expenses is due and payable upon receipt of our invoice. Amounts unpaid thirty (30) days after the issue date of our invoice shall be assessed a service charge of one and one half (1.5) percent per month.

(*) These rates do not apply to forensic-related services, or to work for which Prevailing Wage obligations exist. It is the responsibility of the client to notify GHD Inc in writing if Prevailing Wage obligations are applicable, in which case the fees will be adjusted proportionate to the increase in labor cost.

[illegible]

COU NO. 2021-112-A1

CITY OF UKIAH
AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES DATED AUGUST 27, 2020

TERMS AND CONDITIONS

All terms and conditions of the Agreement for Professional Consulting Services dated August 27, 2020 shall remain in force and effect except as modified by this first amendment.

AUTHORIZATION

Upon execution of this amendment, service provider is authorized to provide the service described under the Scope of Additional Work identified in this Amendment No. 1.

SCOPE OF ADDITIONAL WORK

Work authorized by this amendment shall include that work described in the letter for Additional Engineering Services dated October 8, 2020. A copy of said letter is included in this first amendment as Attachment A.

COMPENSATION

Compensation for the performance of the additional work shall be made on a time and expense basis at Consultant's customary fees. Expenses shall not exceed a maximum total cost of \$13,623.89 for a total contract amount of \$22,123.89.

GHD, INC.**CITY OF UKIAH**

BY: _____

Matthew G. Kennedy

PRINT NAME: PrincipalDATE: October 24, 2020BY: 

SAGE SANGIACOMO
CITY MANAGERDATE: Dec 22, 2020



October 8, 2020

GHD Project No. 11217088

Tim Eriksen, PE
Director of Public Works/City Engineer
Public Works Department
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482-5400

RE: Proposal for Professional Engineering Services: Additional Investigations and Analysis for Future Water Storage Tanks, Ukiah, CA

Dear Mr. Eriksen:

GHD is pleased to provide this proposal for professional engineering services for additional investigations and analysis for future water storage tanks in areas south and west of the City limits to provide municipal water service to proposed future residential developments. The City is considering property acquisition for water storage infrastructure to support further growth in areas to the south and west of the City limit. The City does not currently have any water storage in this area, and a properly sited tank could serve future residential development water needs and also increase water storage and fire protection for southern areas of the City.

Background

GHD performed a desk-top GIS analysis and prepared a brief technical memorandum for four potential tank sites identified by the City in coordination with a residential developer. The key tank siting criteria considered was proximity to proposed development sites to provide water service within the pressure range of 60 pounds per square inch (psi) to 100 psi for residential use and fire flow and fire protection. Other tank siting criteria included proximity to existing water supply wells, proximity to roads for access, and proximity to existing City water mains that could be interconnected.

Scope of Work

The scope of work proposed is to investigate two of the four tank sites in further detail, specifically focusing on access, tank water supply, and interconnection to the City's existing water distribution system. Tank Sites #1 and #2 described in the September 18, 2020 Technical Memorandum will be investigated in further detail.

Task 1: Project Coordination and Investigation

GHD will manage the study and coordinate with the City. The team will collect and review available background documentation, including details of the City's existing water system, access roads, parcel information and ownership, and other relevant data. GHD will perform a site visit with the City to observe and document the potential locations of two tanks, confirm existing access and access improvements



which may be required, and review existing well water supplies that could serve the tanks. GHD's Project Manager will attend up to three (3) meetings with the City to discuss the details of the project, and review comments on work products.

Task 2: Develop Tank Concepts

GHD will confirm the conceptual tank sites and perform a conceptual sizing analysis in coordination with the City to develop the estimated potable, fire and contingency storage volumes for each tank. Conceptual sizing and alignments for water mains that interconnect with the City's existing system will be developed, and a simple hydraulic analysis will be performed to identify the approximate locations of pressure reducing stations to provide adequate service pressure. Exhibits showing the layout of each of the tanks and water mains will be developed. An analysis of up to six (6) tank materials will be included to identify preferred tank materials.

Task 3: Prepare Planning Level Costs

GHD will prepare a planning level cost estimate for the tanks, water mains and appurtenances. A Class 5 estimate will be prepared for each of the tanks in accordance with AACE International Recommended Practice. An appropriate estimating contingency will be included, as well as soft costs (engineering, construction management and administration) and escalation.

Task 4: Technical Memorandum

The study outcome, results, exhibits, costs and recommendations will be presented in a draft technical memorandum for City review. GHD will meet with the City to review the results and receive and discuss comments before finalizing the tech memo.

Deliverables:

1. Draft and final technical memorandum (pdf)

Information to be provided by City

1. Reasonable access to the sites.
2. As-built record information and other water system information relevant to the study.
3. Previous studies and reports relevant to the study.
4. Relevant City criteria and requirements regarding construction, soils handling, traffic control, quality, etc., for inclusion or reference in the report.

1. General Assumptions/Exclusions

This proposal is based on the following assumptions:

1. Meetings other than indicated above are not required, but can be provided on a time-and-materials basis or by negotiated fee at current rates
2. Geotechnical investigations are excluded.



3. Consultation with regulatory agencies is excluded.
4. Costs associated with hard copy document production and shipping are excluded.
5. In providing this scope of services, GHD will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Schedule

We will work with the City to develop a schedule and make reasonable adjustments to it to achieve the City's goals and timelines for the project.

Fee Proposal

Our understanding is that the contract mechanism will be through an amendment to the existing Professional Service Agreement with the City for the preliminary tank siting study. GHD proposes to complete the base Scope of Services for the time-and-materials fee not to exceed \$16,421.00 without the prior written authorization of the City. The original contract of \$8,500.00 for the preliminary tank siting study has a remaining budget of \$2,797.11, reflecting GHD's efforts through October 3, 2020. The proposed fee for this project could be reduced by this remaining fee amount for an amendment total of \$13,623.89. Services not included in this proposal can be provided by a negotiated fee at current rates.

We welcome the opportunity to working with the City of Ukiah on this important project, and look forward to contributing to its successful completion. Should you have any questions, please do not hesitate to contact me.

Sincerely,
GHD Inc.



Matt Kennedy, PE, TE
Principal Engineer / Project Manager

Attachments:

1. GHD Fee Proposal
2. GHD Standard Rates



GHD - PROJECT FEE ESTIMATING SHEET

Project Name: Additional Storage Tank Investigations and AnalysisClient: City of UkiahPrepared by: Matt KennedyDate: October 8, 2020Job Number: 11217088

		LABOR COSTS									FEE COMPUTATION		
Task / Item	LABOR CATEGORY >	Proj. Director \$270 /Hr	Proj. Mngr. \$245 /Hr	Proj. Engr. \$200 /Hr	Staff Engr. \$140 /Hr	GIS Tech \$115 /Hr	CAD Designer \$155 /Hr	WP \$90 /Hr	PA \$135 /Hr	TOTAL HOURS	*OTHER DIRECT COSTS	Sub- con- sultant(s)	TOTAL FEE
	RATE >												
TASK- 1.0 Project Coordination													
1.1 Project Coordination			2						1	3	\$19.50		\$544.50
1.2 Meetings			4	2	2	2				10	\$65.00		\$1,955.00
1.3 Site Visit			5						1	6	\$108.00		\$1,488.00
SUBTOTAL TASK 1.0		0	11	2	2	2	0	0	2	19	\$192.50	\$0.00	\$4,067.50
TASK- 2.0 Develop Tank Concepts													
2.1 Tank Sizing			1	2	8					11	\$71.50		\$1,836.50
2.2 Water Main Sizing & Alignments			1	2	8					11	\$71.50		\$1,836.50
2.3 Develop Exhibits				1	2	24				27	\$175.50		\$3,415.50
2.4 Tank Materials Analysis			1	2	4					7	\$45.50		\$1,250.50
SUBTOTAL TASK 2.0		0	3	7	22	24	0	0	0	56	\$364.00	\$0.00	\$8,339.00
TASK- 3.0 Planning Level Costs													
3.1 Prepare Cost Estimates			1	2	4					7	\$45.50		\$1,250.50
SUBTOTAL TASK 3.0		0	1	2	4	0	0	0	0	7	\$45.50	\$0.00	\$1,250.50
TASK- 4.0 Technical Memorandum													
4.1 Draft Tech Memo		1	1	2	8			1		11	\$71.50		\$1,916.50
4.2 Final Tech Memo			1	1	2			1		5	\$32.50		\$847.50
SUBTOTAL TASK 4.0		1	2	3	8	0	0	2	0	16	\$104.00	\$0.00	\$2,764.00
PROJECT TOTALS		1	17	14	36	26	0	2	2	98	\$706.00	\$0.00	\$16,421.00

*OTHER DIRECT COSTS include printing, photocopies, vehicle mileage, shipping and other miscellaneous direct expenses.

**US West Region Fee Schedule ***

Principals:	\$245.00 - \$280.00	Geologists/Hydrogeologists:	
Associates:	\$175.00 - \$250.00	♦ Level A	\$120.00 - \$135.00
Specialist:	\$225.00 - \$275.00	♦ Level B	\$135.00 - \$145.00
Engineers:		♦ Level C	\$145.00 - \$175.00
♦ Level A	\$120.00 - \$135.00	♦ Level D	\$175.00 - \$200.00
♦ Level B	\$135.00 - \$155.00	♦ Level E	\$200.00 - \$225.00
♦ Level C	\$155.00 - \$175.00	♦ Level F	\$225.00 - \$250.00
♦ Level D	\$175.00 - \$195.00		
♦ Level E	\$195.00 - \$230.00	Technicians/Technologists:	
♦ Level F	\$230.00 - \$260.00	♦ Level A	\$ 70.00 - \$100.00
Environmental Chemists/Scientists/Planners:		♦ Level B	\$100.00 - \$120.00
♦ Level A	\$105.00 - \$125.00	♦ Level C	\$120.00 - \$135.00
♦ Level B	\$125.00 - \$145.00	♦ Level D	\$135.00 - \$160.00
♦ Level C	\$145.00 - \$165.00	♦ Level E	\$160.00 - \$190.00
♦ Level D	\$165.00 - \$185.00	♦ Level F	\$190.00 - \$235.00
♦ Level E	\$185.00 - \$215.00		
♦ Level F	\$215.00 - \$245.00	Draft/CADD:	
Industrial Hygienists/Safety Professionals:		♦ Level A	\$ 90.00 - \$100.00
♦ Level A	\$120.00 - \$135.00	♦ Level B	\$100.00 - \$110.00
♦ Level B	\$135.00 - \$150.00	♦ Level C	\$110.00 - \$120.00
♦ Level C	\$150.00 - \$175.00	♦ Level D	\$120.00 - \$130.00
♦ Level D	\$175.00 - \$200.00	♦ Level E	\$130.00 - \$140.00
♦ Level E	\$200.00 - \$230.00	♦ Level F	\$140.00 - \$150.00
♦ Level F	\$230.00 - \$260.00	Technical Apprentices:	\$75.00 - \$115.00
		Administrative Support:	\$75.00 - \$125.00
		Expert Witness Testimony:	\$280.00

*Effective September, 2019
Subject to Annual Increases



US West Region Fee Schedule *

Employee time will be billed in accordance with the fees listed above. These rates are subject to change on a semi-annual basis. For other than professional employees, time spent over 8 hours per day, time spent on swing shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Work on Sundays will be charged at 2.0 times the hourly billing rate and holiday work will be charged at 2.5 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Expenses and other similar project related costs are billed out at cost plus 15%. The cost of using equipment and specialized supplies is billed on the basis of employee hours dedicated to projects. Our rates are:

- A. Office consumables: \$6.50/hr
- B. Environmental Dept/Construction Inspector consumables: \$11.00/hr
- C. Survey Field consumables: \$15.00/hr
- D. Various Environmental, Construction and Land Surveying equipment: At market B. C. D.

Payment for work and expenses is due and payable upon receipt of our invoice. Amounts unpaid thirty (30) days after the issue date of our invoice shall be assessed a service charge of one and one half (1.5) percent per month.

(*) These rates do not apply to forensic-related services, or to work for which Prevailing Wage obligations exist. It is the responsibility of the client to notify GHD Inc in writing if Prevailing Wage obligations are applicable, in which case the fees will be adjusted proportionate to the increase in labor cost.



2235 Mercury Way, Suite 150
Santa Rosa, California 95407
United States
www.ghd.com

Your ref: 2021-112-A1
Our ref: 11217088

August 04, 2022

Tim Eriksen, PE
Director of Public Works/City Engineer
Public Works Department
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482-5400

RE: Proposal for Professional Engineering Services: Siting and Analysis of Water Storage, Pumping and Transmission System

Dear Mr. Eriksen:

GHD is pleased to provide this proposal for professional engineering services for the siting and analysis of new water storage tanks, including mains and the need for pumping systems in areas south and west of the City limits. The purpose of the project is to provide municipal water service to proposed future residential developments and to augment existing water storage for the City. The City is working with a developer of an area in the hills west of the City limits, and the development of the property requires water storage infrastructure. The City would also like to augment its existing storage to increase fire protection and to provide operational flexibility with the other tanks in the system.

Background

GHD performed an initial desktop GIS analysis of a storage system, potential tank sites and service area pressures, and summarized the results in a technical memorandum dated September 18, 2020. This memorandum was followed by a detailed planning study that investigated tank types, tank siting, tank sizing and hydraulic analysis of four potential sites as well as interconnections with the City's existing distribution system. The purpose of the second study was to provide technical information and planning level costs so the City can make informed decisions regarding the design and construction of one or more new water storage tanks. The results of the study were summarized in a technical memorandum dated December 20, 2020.

This current study will look in greater detail at the siting of proposed 1.5 million gallon (MG) storage tanks located at Site 1. The elevation of Site 1 is higher than the City's other water tanks, and the City would like to look in greater detail at system operations with higher tanks, and whether there is a feasible site at a lower elevation where the tanks could be sited so they can "float" with the City's other tanks in the Zone 1 pressure zone, thereby eliminating the need for one or more booster pump stations and pressure reducing stations.

Scope of Services

The Scope of Services proposed is to perform an update of the siting and hydraulic analysis summarized in a technical memorandum dated December 20, 2020, with specific focus on the tanks to be located at Site 1, and to determine whether there are any other feasible sites at a lower elevation.

The purpose of this task is to develop alternatives for storage, water main alignments, interconnections between the proposed tanks and City water system, and establish the design basis referencing the analysis results and recommendations developed in Technical Memorandum No. 2 for the Water Tank Planning.

A draft basis of design (BOD) report will be prepared to confirm the design concept, summarize the design criteria, and investigate alternatives for interconnecting the tanks with the City's existing water system and existing Zone 1 tanks, updated hydraulic analysis for the system, determine the need for booster pumps, and capture the recommendations and City input. GHD will assess the design criteria and City's requirements, including applicable standards, and other recommendations. GHD will prepare a draft BOD report including the tank siting and analysis results including requirements and recommendations for the following:

- Siting options and recommended Site 1 tank siting
- Need for booster pump station at the west end of Redwood Avenue
- Redwood Avenue water main replacement
- Water tank interconnections
- Connection alternatives to the City's water system
- Need for Pressure Reducing Valves (PRVs) and Check Valves (CVs)
- Updated hydraulic analysis

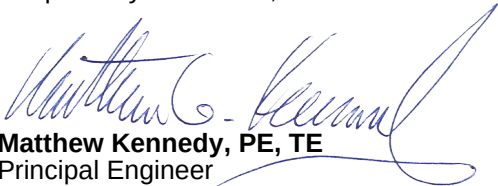
The draft BOD report will include a recommended project and will be submitted to the City comments. The report will be updated to address comments and incorporate more detailed design information during the design phase of the project.

Fee Proposal

Our understanding is that the contract mechanism will be through an amendment to the existing Professional Service Agreement for this project. GHD proposes to complete the Scope of Services for the time-and-materials fee not to exceed \$20,000.00 without the prior written authorization of the City. Services not included in this proposal can be provided by a negotiated fee at current rates.

We welcome the opportunity to continue working with the City of Ukiah on this important project and look forward to contributing to its success. Should you have any questions, please do not hesitate to contact me.

Respectfully Submitted,



Matthew Kennedy, PE, TE
Principal Engineer

+1 707-540-3376
matt.kennedy@ghd.com

Copy to: Jason Benson



AGENDA SUMMARY REPORT

SUBJECT: Report of the Acquisition of Two Diesel-Powered Emergency Intertie Pumps From Pac Machine Co. in the Amount of \$294,083.25, and Approve Corresponding Budget Amendment.

DEPARTMENT: Water Resources

PREPARED BY: Seth Strader, Administrative Analyst, Sean White, Water Resources Director

PRESENTER: Sean White, Water Resources Director

ATTACHMENTS:

1. Grant Authorization
2. PO 40111

Summary: Council will receive a report of the acquisition of two diesel-powered emergency intertie pumps from Pac Machine Co. in the amount of \$294,083.25, and approve the corresponding budget amendment.

Background: On December 15, 2021, Council authorized the City Manager or designee (Attachment 1) to pursue grant funding for the purchase of two mobile, trailer-mounted pumps that can be used to connect the existing City tanks to both the Millview Water and Willow Water systems. These would allow the different water districts to be able to share water with each other to meet the needs of their customers in an emergency drought situation or if water utilities are lost or shutoff due to a wildfire. The City of Ukiah was successful, and the grant was awarded.

Discussion: Water Staff independently placed the order for the pumps with Pac Machine Co. in the amount of \$294,038.25. The two pumps arrived in late summer of 2022 and were tested by a combination of City, Millview and Willow Water Staff to test that the machines and systems were ready if needed in an emergency. Please see Attachment 2 for a copy of the confirming Purchase Order 40111 based on the invoice received from Pac Machine Co. The grant funds received by the City covered \$264,600.00, but did not cover the additional expense of freight and tax. The Water fund will be covering the remaining \$29,438.25 of the purchase.

Since this was not formally budgeted, Staff requests a budget amendment of \$294,083.25 to be approved, as well as amending the budget in the offsetting grant revenue account in the amount of \$264,600.

Recommended Action: Council will receive a report of the acquisition of two diesel-powered emergency intertie pumps from Pac Machine Co. in the amount of \$294,083.25, and consider approving a corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 82027113.56120.18382: \$0; 82000000.43190.18382: \$0

PROPOSED BUDGET AMOUNT: 82027113.56120.18382: \$294,083.25; 82000000.43190.18382: \$264,600

FINANCING SOURCE: Water Reserve Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 40111

COORDINATED WITH: Sean White, Water & Sewer Director

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2021-61**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE EMERGENCY INTERTIE PUMP PROJECT**

WHEREAS, the City of Ukiah proposes to implement Emergency Intertie Pump Project;

WHEREAS, the City of Ukiah has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of Ukiah intends to apply for grant funding from the California Department of Water Resources for the Emergency Intertie Pump Project;

THEREFORE, BE IT RESOLVED by the City Council of the City of Ukiah as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80), the City of Ukiah's City Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
2. The City of Ukiah's City Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The City of Ukiah's City Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Ukiah at the meeting held on December 15th, 2021, motion by Councilmember Crane and seconded by Councilmember Rodin, motion passed by the following vote:

AYES: Councilmembers Orozco, Crane, Rodin, Duenas, and Mayor Brown

NOES: None

ABSTAIN: None

ABSENT: None


Jim O Brown (Dec 17, 2021 08:47 PST)

Jim O. Brown, Mayor

Attest:


Kristine Lawler (Dec 17, 2021 08:48 PST)

Kristine Lawler, City Clerk/CMC

Purchase Order



Fiscal Year 2023

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**40111-00**Delivery must be made within
doors of specified destination.B
I
L
L
T
OCITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482V
E
N
D
O
RPAC MACHINE CO INC
8570 23RD AVE
SACRAMENTO CA 95826-4902S
H
I
P
T
OCITY OF UKIAH - CORPORATION YD
1320 AIRPORT ROAD
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number		Buyer		Date Ordered	Date Required
916-387-1336				Seth Strader		10/26/2022	
Delivery Reference			Freight Method/Terms		Department/Location		Sales Tax Rate
DAVE KIRCH					WATER DISTRIBUTION		0.000
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	GOULDS 3656 END SUCTION CENTRIFUGAL PUMP, MODEL #20BFSAE2A3R 820.50.00.27.271.2711.27113.56120.18382 \$264,600.00			2.0	EACH	\$132,300.000	\$264,600.00
2	FREIGHT 820.50.00.27.271.2711.27113.56120.18382 \$6,000.00			6000.0	DOLL	\$1.000	\$6,000.00
3	SALES TAX @ 8.875% 820.50.00.27.271.2711.27113.56120.18382 \$23,483.25			23483.3	DOLL	\$1.000	\$23,483.25
REF REQ E40111 PER INVOICE #87645 DATED 8/17/22 TO BE REPORTED TO COUNCIL: 11/2/22							

RECEIVING COPY

PO Total

Page 166 of 390
\$294,083.25



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for EIDIM Group, Inc. for the Council Chambers AV Replacement Project, Specification No. 20-09, and Direct the City Clerk to File the Notice of Completion with the County Recorder, and Approve Budget Amendment.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Kristine Lawler, City Clerk

ATTACHMENTS:

1. Spec 20-09 Council Chambers AV Replacement
2. Change Order #1 - Increase in contract days
3. Change Order #2 - Additional work - Revised
4. Change Order #3 - Additional control programming
5. Notice-of-Completion

Summary: The City Council will consider approving a Notice of Completion for EIDIM Group, Inc. for the Council Chambers AV Replacement Project, Specification No. 20-09, and approval of a budget amendment.

Background: The Chambers Upgrade project, which also included technology upgrades to conference rooms No. 3 and 5, has been completed. This project was done to fix antiquated equipment in the council chamber, and to bring audio/visual capability to conference rooms 3 and 5.

Discussion: At the September 2, 2020, City Council meeting, Council awarded the contract for the Council Chambers AV Replacement Project to EIDIM Group, Inc., in the amount of \$279,770.43.

Contract work was completed by the contractor in substantial conformance with the approved plans and specifications and subsequent change orders (Attachment 1) on October 10, 2022. The final contract cost, based on actual quantities constructed, is \$284,211.67. The final payment of the retention will be made to the contractor after 35 days from the date the Notice of Completion (Attachment 2) is filed with the County Recorder.

Recommended Action: Approve Notice of Completion for EIDIM Group, Inc. for the Council Chambers AV Replacement Project, Specification No. 20-09, direct the City Clerk to file the Notice of Completion with the County Recorder, and approve budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 20824700.80220.15016: \$0

PROPOSED BUDGET AMOUNT: 20824700.80220.15016: \$9,668.92

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract 2021-117

COORDINATED WITH: Mary Horger, Financial Services Manager; Ryan Burkhardt, IT Manager

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
COUNCIL CHAMBERS AV REPLACEMENT
SPECIFICATION NO. 20-09

Non-Mandatory Pre-Bid Meeting via GoToMeeting:

11:00 a.m., Tuesday, August 4th, 2020

Pre-Registration Required

To pre-register, send an email to: mhorger@cityofukiah.com by 5:00 p.m., August 3, 2020

CITY OF UKIAH
300 Seminary Avenue
Ukiah, California 95482-5400

Bids Open: Tuesday, August 18, 2020
2:00 p.m.
Office of City Clerk

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

DOUGLAS CRANE– MAYOR
JUAN OROZCO – VICE-MAYOR
JIM BROWN – COUNCIL MEMBER
STEVE SCALMANINI – COUNCIL MEMBER
MAUREEN MULHEREN – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER
TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – FINANCIAL SERVICES MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
July 2020

TABLE OF CONTENTS

	PAGE
NOTICE TO BIDDERS	
INSTRUCTIONS TO BIDDERS	1
GENERAL CONDITIONS	
SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS.....	3
1-01. Definitions	
1-02. Examinations of Plans, Special Provisions and Site of Work	
1-03. Proposal	
1-04. Withdrawal of Bids	
1-05. Public Opening of Bids	
1-06. Bid Guaranty	
1-07. Qualification of Bidders	
1-08. Disqualification of Bidders	
1-09. Identification of Subcontractors	
1-10. General Provisions of the Standard Specifications	
1-11. Addenda	
SECTION 2. AWARD AND EXECUTION OF CONTRACT	5
2-01. Award of Contract	
2-02. Return of Proposal Guaranties	
2-03. Execution of Contract	
SECTION 3. SCOPE AND INTENT OF CONTRACT	5
3-01. Effect of Inspection and Payments	
3-02. Effect of Extension of Time	
3-03. Extra Work	
3-04. Assignment of Contract	
3-05. Subcontractors	
3-06. Interpretation of Special Provisions and Drawings	
3-07. Addenda	
3-08. Liability of City Officials	
3-09. Dispute Resolution	
SECTION 4. BONDS	6
4-01. Faithful Performance Bond	
4-02. Material and Labor Bond	
4-03. Defective Material and Workmanship Bond	
4-04. Notification of Surety Companies	
SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS	7
5-01. Minimum Scope of Insurance	
5-02. Minimum Limits of Insurance	
5-03. Deductibles and Self-Insured Retentions	
5-04. Other Insurance Provisions	
5-05. Acceptability of Insurers	
5-06. Verification of Coverage	

5-07. Subcontractors

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR..... 8

- 6-01. Legal Address of Contractor
- 6-02. Office of Contractor at Site
- 6-03. Attention to Work
- 6-04. Liability of Contractor
- 6-05. Protection of Persons and Property
- 6-06. Protection of City Against Patent Claims
- 6-07. Protection of Contractor's Work Property
- 6-08. Regulations and Permits
- 6-09. Construction Utilities
- 6-10. Approval of Contractor's Plans
- 6-11. Suggestions to the Contractor
- 6-12. Termination of Unsatisfactory Subcontracts
- 6-13. Preservation of Stakes and Marks
- 6-14. Assistance to Engineer
- 6-15. Removal of Condemned Materials and Structures
- 6-16. Proof of Compliance with Contract
- 6-17. Errors and Omissions
- 6-18. Cooperation
- 6-19. Right of Contractor to Stop Work
- 6-20. Hiring and Dismissal of Employees
- 6-21. Wage Rates
- 6-22. Cleaning Up
- 6-23. Guaranty

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY 13

- 7-01. Authority of the Engineer
- 7-02. Inspection
- 7-03. Surveys
- 7-04. Rights-of-Way
- 7-05. Retention of Imperfect Work
- 7-06. Changes in the Work
- 7-07. Additional Drawings by City
- 7-08. Additional and Emergency Protection
- 7-09. Suspension of Work
- 7-10. Right of City to Terminate Contract
- 7-11. Use of Completed Portions

SECTION 8. WORKMANSHIP, MATERIALS AND EQUIPMENT..... 15

- 8-01. General Quality
- 8-02. Quality in Absence of Detailed Specifications
- 8-03. Materials and Equipment Specified by Name
- 8-04. Source of Materials
- 8-05. Storage of Materials
- 8-06. Drawings, Samples and Tests

SECTION 9. PROSECUTION OF WORK 16

- 9-01. Equipment and Methods
- 9-02. Time of Completion
- 9-03. Avoidable Delays

- 9-04. Unavoidable Delays
- 9-05. Notice of Delays
- 9-06. Extension of Time
- 9-07. Unfavorable Weather and Other Conditions
- 9-08. Saturday, Sunday, Holiday and Night Work
- 9-09. Hours of Labor

SECTION 10. PAYMENT 17

- 10-01. Certification by Engineer
- 10-02. Progress Estimates and Payment
- 10-03. Substitution of Securities
- 10-04. Acceptance
- 10-05. Final Estimate and Payment
- 10-06. Delay Payments
- 10-07. Extra Work and Work Omitted
- 10-08. Compensation for Extra Work or Work Omitted
- 10-09. Compensation to the City for Extension of Time
- 10-10. Liquidated Damages for Delay

SECTION 11. MISCELLANEOUS 20

- 11-01. Notice
- 11-02. Computation of Time
- 11-03. Claims Procedure Required by Public Contract Code Section 9204
- 11-04. Litigation and Forum Selection
- 11-05. Waiver

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION 23

- 12-01. Location and Scope of Work
- 12-02. Arrangement of Technical Specifications
- 12-03. Arrangement of Plans
- 12-04. Business Licenses
- 12-05. Permits
- 12-06. Standard Specifications and Standard Plans
- 12-07. Temporary Facilities
- 12-08. Public Convenience and Safety
- 12-09. Maintaining Traffic
- 12-10. Stream Pollution
- 12-11. Warranties
- 12-12. Utilities
- 12-13. Preconstruction Conference
- 12-14. Safety Requirements

SECTION 13. CONSTRUCTION DETAILS 22

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS 22

- 14-01. Provisions to be Excluded from General Conditions

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS 22

- 15-01. Provisions of General Conditions to be Amended

CERTIFICATES AND DOCUMENTS

BID SUBMITTAL CHECKLIST	26
PROPOSAL	27
BIDDING SCHEDULE.....	28
FAIR EMPLOYMENT PRACTICES CERTIFICATION	30
WORKER'S COMPENSATION CERTIFICATE	31
CERTIFICATE OF NONDISCRIMINATION IN EMPLOYMENT	32
LIST OF PROPOSED SUBCONTRACTORS.....	33
STATEMENT OF EXPERIENCE OF BIDDER.....	34
SIGNATURE OF BIDDER.....	35
BIDDER'S BOND	36
NON-COLLUSION AFFIDAVIT	37
AGREEMENT	38
INDEMNIFICATION AGREEMENT	42
EXAMPLE BOND FORMS	43
DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND	47
DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND	48
INSURANCE CERTIFICATES AND ENDORSEMENT FORMS	
APPENDICES:	
Appendix A – Master Pricing Table and Supporting Pricing Schedules	
Appendix B – Technical Details	
Appendix C - Drawings	

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR COUNCIL CHAMBERS AV REPLACEMENT, SPECIFICATION NO. 20-09

NOTICE IS HEREBY GIVEN that sealed standard proposals for the COUNCIL CHAMBERS AV REPLACEMENT project will be received at the Office of the City Clerk, Ukiah Civic Center **Annex** - located at **411 West Clay Street**, Ukiah California until 2:00 p.m. on August 18, 2020, 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 "COUNCIL CHAMBERS AV REPLACEMENT." **DUE TO THE CITY'S CURRENT CLOSURE TO THE PUBLIC BECAUSE OF THE COVID-19 EVENT**, bids that are HAND DELIVERED must be placed in the Night Drop Box located to the right of the front doors of the Ukiah Civic Center Annex, at the address listed above. As soon thereafter as possible, the bids will be publicly opened via live streaming at <http://www.cityofukiah.com/meetings/> and read. Bids are required for the entire work described herein. No fax bids will be accepted.

All of the work to be performed is within the City of Ukiah and consists of the replacement of the audiovisual systems in the existing office conference rooms and City Council chambers of the Civic Center building. General location of the work is at the City of Ukiah Civic Center located at 300 Seminary Avenue, Ukiah, California 95482.

A Non-Mandatory Pre-Bid Meeting will take place via GoToMeeting at 11:00 a.m. on August 4th, 2020. Potential bidders must pre-register for this meeting. To pre-register, please send an email to Mary Horger at mhorger@cityofukiah.com by 5:00 p.m., August 3rd, 2020. Registrants will receive a reply email to confirm their registration, along with log-in instructions for the meeting.

Plans and Special Provisions may be inspected and/or copies obtained 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, Financial Services 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 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 his 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 C10** 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: 7/17/20


Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH ONE TIME: July 31, 2020

INSTRUCTIONS TO BIDDERS

Council Chamber AV Replacement 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-three (63) 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.

A Non-Mandatory Pre-Bid Meeting will take place via GoToMeeting at 11:00 a.m. on August 4th, 2020. Potential bidders must pre-register for this meeting. To pre-register, please send an email to Mary Horger at mhorger@cityofukiah.com by 5:00 p.m., August 3rd, 2020. Registrants will receive a reply email to confirm their registration, along with log-in instructions for the meeting. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions.

Oral statements or instructions made during this visit will not constitute an amendment to this solicitation. The City will determine the appropriate action necessary, if any, and may issue a written amendment to the bid request.

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, 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, Financial Services 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 Ukiah Civic Center, 300 Seminary Avenue, Ukiah CA 95482.

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 (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.

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: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
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.

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.

(1)

(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. Location and Scope of Work. All of the work to be performed is within the City of Ukiah and consists of the replacement of the audiovisual systems in the existing office conference rooms and City Council chambers of the Civic Center building. General location of the work is at the City of Ukiah Civic Center located at 300 Seminary Avenue, Ukiah, California 95482.

The Contractor should familiarize himself with the local conditions of the project sites. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Mary Horger at (707) 463-6233.

12-02. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. General locations and linear quantities of the work are shown in Appendix "A". A map will be provided to the successful bidder showing the exact locations of the work to be done.

12-04. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-05. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, 2015, are hereby made a part of these Special Provisions and are hereinafter referred to as "California Standard Specifications" and "California Standard Plans."

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," 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.

12-10. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

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. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

12-12. Utilities. No water, sewer or electrical services will be provided by the owner. It is the Contractor's sole responsibility to arrange such services as necessary.

12-13. 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.

12-14. 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. Technical Specifications. Refer to Appendix B and Appendix C.

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 27)**
 - Unit prices filled out clearly.
 - Extended prices filled out clearly and calculated correctly
 - Total bid amount filled out clearly and calculated correctly
 - If providing “or equal”, supplied supporting documentation as required
 - 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 30)**
 - Filled out completely per instruction
- o **Worker’s Compensation Certificate (Page 31)**
 - Filled out completely per instruction
- o **Certification of Non-Discrimination in Employment (Page 32)**
 - Filled out completely per instruction
- o **List of Proposed Subcontractors (Page 33)**
 - Filled out completely per instruction
- o **Statement of Experience (Page 34)**
- o **Signature of Bidder (Page 35)**
 - Filled out completely per instruction
 - Authorized signature provided
- o **Bidder’s Bond (Page 36)**
 - Filled out completely per instruction
- o **Non-Collusion Affidavit (Page 37)**
 - Filled out completely per instruction
 - Notarized
- o **Additional Information to be Submitted with Bid Return:** refer to Appendix A, Section 274100, Par1, Sub-Section 1.5.
- o **Addenda Issued**
 - Check the City website for any addenda issued: www.cityofukiah.com/purchasing.

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

PROPOSAL

FOR
COUNCIL CHAMBER AV REPLACEMENT

Specification No. 20-09**

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 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 #: 20-09
PROJECT NAME: COUNCIL CHAMBER AV REPLACEMENT

**PLEASE REFER TO APPENDIX A FOR MASTER PRICING TABLE,
AND SUPPORTING PRICING SCHEDULES TO SUBMIT WITH YOUR 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____.

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, and phone number:

By: _____

Print Name: _____

Company Name: _____ Address: _____

City: _____ Zip: _____ Phone #: _____

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.

Corporations:

Address of principal office: _____

Name and address of President: _____

Name and address of Secretary: _____

Name and address of 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.

COUNCIL CHAMBER AV REPLACEMENT

By _____
(Signature of Bidder)

Business Name: _____

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____

By _____
(Signature of Bidder)

Business Name: _____

Business Mailing 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.

Witness my hand this _____ day of _____, 20____

By _____
(Signature of Bidder)

Business Name: _____

Business Mailing Address: _____

(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

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to provide information regarding 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.

For qualifications requirements of Bidder, refer to Appendix B, Section 274100, Part 1, Sub-Section 1.3. For required documentation to be submitted with the bid documents to establish that the bidder meets the Qualifications requirements, please refer to Section 274100, Part 1, Sub-Section 1.5.B.

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 August 18, 2020 for COUNCIL CHAMBER AV REPLACEMENT.

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 Council Chamber AV Replacement 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

COUNCIL CHAMBER AV REPLACEMENT

Specification No. 20-09

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 sixty-three (63) 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)

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

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

FOR _____ City of Ukiah _____ (the "City")

Endorsement No. _____

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 (Any 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

CITY

City of Ukiah
300 Seminary Avenue
Ukiah, California 95482-5400

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: _____

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENTFOR 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: _____

Appendix A - P-2703 CITY OF UKIAH COUNCIL CHAMBERS AV REPLACEMENT								
MASTER PRICING TABLE - 27 41 00 AUDIOVISUAL SYSTEMS								
BASE BID								
AREA	QUANTITY of SPACES	EQUIPMENT	ENGINEERING	PRE-INSTALL	INSTALL	G&A	TAXES	AREA TOTAL
27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: AUDIOVISUAL SYSTEMS	1							
27 41 30 - CITY OF UKIAH CONFERENCE ROOM 3: AUDIOVISUAL SYSTEMS	1							
27 41 35 - CITY OF UKIAH CONFERENCE ROOM 5: AUDIOVISUAL SYSTEMS	1							
27 41 00 - Training Costs, per Part 1.24	1							
27 41 00 - Warranty								
Year One (1) - Per Part 1.6	1							
27 41 00 - Software Service Contract Costs, Per 3.3.D.2	1							
							TOTAL BASE BID====>>	
ADD ALTERNATE 1								
27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: BID ALTERNATE 'A'	1							
ADD ALTERNATE 2								
27 41 00 - Warranty Year Two (2) - Per Part 1.7	1							
ADD ALTERNATE 3								
27 41 00 - Warranty Year Three (3) - Per Part 1.7	1							
ADD ALTERNATE 4								
27 41 00 - Warranty Year Four (4) - Per Part 1.7	1							
ADD ALTERNATE 5								
27 41 00 - Warranty Year Five (5) - Per Part 1.7	1							

Appendix A							
27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: AUDIOVISUAL SYSTEMS							
Item #	Drawing/ Appendix Ref.	Product	Manuf.	Model #	Unit	Qty	Ext.
CONTROL							
1	CSP-01	Control Processor - 3-series processor with Ethernet dual-NIC, serial ports	Crestron - or equal Specify: _____	CP3N - or equal Specify: _____	_____	1	_____
2	CP-01	Control Touch Panel - 10.1" diagonal, with tabletop kit, black finish	Crestron - or equal Specify: _____	TSW-1060-B-S, w/ TSW-1060-TTK-B-S kit- or equal Specify: _____	_____	1	_____
3	IPS-01	Ethernet Switch - Rack-mounted 24-port PoE+/PoE++, L3 managed switch, stackable; 2 x 10 GE combo + 2 x 10GE SFP+, PoE, PoE+, (8) 60w PoE (740W)	Cisco - or equal Specify: _____	SG550X-24MPP - or equal Specify: _____	_____	1	_____
4	IPS-02	Ethernet Switch - 5-port unmanaged, pre-configured AVB switch, for use with Biamp AVB audio network interfaces; Dedicated Ethernet port for network control/monitor	MOTU - or equal Specify: _____	9305 - AVB Switch - or equal Specify: _____	_____	1	_____
5	CPC-01	Owner Furnished PC Computer - Small-form-factor (Intel NUC), with undertable mounting bracket, for use on-network/credentialled access and UC/MS Teams - Located under Secretary's dais position	By Owner	By Owner	OFE/ETRI/ FBO	1	OFE/ETRI/ FBO
DISPLAY & VIDEO							
6	FPD-01	Flat panel display - 98" LCD, LED backlit, 350nit output, RS-232/IP control	NEC - or equal Specify: _____	C981Q - or equal Specify: _____	_____	2	_____
7	FPD-01	Flat panel display mount - X-Large heavy-duty fixed floor mount - bolt down type, for 98" flat panel display	Chief/LegrandAV - or equal Specify: _____	XBM1U - or equal Specify: _____	_____	2	_____
8	FPD-02	Flat panel display - 75" LCD, LED backlit, 350nit output, RS-232/IP control	NEC - or equal Specify: _____	C751Q - or equal Specify: _____	_____	2	_____
9	FPD-02	Flat panel display mount - Large fixed wall mount - thin-profile to meet ADA <4" requirements, for 75" flat panel display	Chief/LegrandAV - or equal Specify: _____	LSTU - or equal Specify: _____	_____	2	_____
10	FPD-03	Desktop Monitor - 22" LCD, LED backlit panel, HD1080, 16:9 aspect, with HDMI input, thin-bezel, 250nit output	NEC - or equal Specify: _____	EA224WMI-BK - or equal Specify: _____	_____	9	_____
11	FPD-03	Desktop Monitor Stand - Adjustable angle, low-profile, with VESA100x100 mount for EA224 monitor	ErgoMart - or equal Specify: _____	Limbo SL102 - VESA100mm- or equal Specify: _____	_____	9	_____
12	VP-01	Video Projector - HD Ceiling-mounted Laser-lamped, DMD type unit, with	NEC - or equal Specify: _____	NP-PA803UL with NP41ZL lens - or equal Specify: _____	_____	1	_____
13	VP-01	Video Projector Ceiling Mount - Universal 5 axis adjustable mount, include CMA ceiling plate and 1.5" NPT adjustable pole as required and verified in-field	Chief/LegrandAV - or equal Specify: _____	RPM AUW - or equal Specify: _____	_____	1	_____
14	EPS-01	Motorized Projection Screen - Surface-mount ceiling/wall, tensioned, 78"x139", HD Progressive 1.3 surface, with 6" black drop, with custom bracket to mount to angled soffit (verify on-site). White finish, integral LVC, no switch	Da-Lite/LegrandAV - or equal Specify: _____	Tensioned Contour Electrol - 24742L (with custom drop) - or equal Specify: _____	_____	1	_____
15	HDA-01	HDMI Distribution Amplifier - 1x8 HDMI2.0b/HDCP2.2; with undertable mount	Crestron - or equal Specify: _____	HD-DA8-4KZ-E - or equal Specify: _____	_____	1	_____
16	IPD-01	AV-over-IP Decoder Unit - PoE+; HDMI2.0 output, RS-232 control pass, undertable mount	Crestron - or equal Specify: _____	DM-NVX D30 - or equal Specify: _____	_____	6	_____
17	IPD-02/ IPE-02	AV-over-IP Encoder/Decoder Unit - PoE+; HDMI2.0 (2) auto-switch input, (1) output, USB2.0/KVM, Audio Breakaway RS-232 control pass, undertable mount	Crestron - or equal Specify: _____	DM-NVX-350 - or equal Specify: _____	_____	2	_____
18	IPE-01	AV-over-IP Encoder Unit - PoE+; HDMI2.0 input, RS-232 control pass, undertable mount	Crestron - or equal Specify: _____	DM-NVX E30 - or equal Specify: _____	_____	4	_____
19	HDS-01	HDMI Switcher - 8x1, HDMI2.0b/HDCP2.2, RS-232, with undermount kit	Extron - or equal Specify: _____	SW8 HD 4k PLUS w/ UTS100 & ZipClip50 for undertable mounting - or equal Specify: _____	_____	1	_____
20	CAM-01	HD PTZ Camera - Invert ceiling mounted unit with 1/2.86 CMOS sensor, 20x zoom, PoE+, H.264/AVC streaming, HDMI, and 3G-SDI outputs, white finish	Panasonic - or equal Specify: _____	AW-HE130WP - or equal Specify: _____	_____	1	_____
21	CAM-01	PTZ Camera Auto-Tracking Software, desktop version for single camera install	Panasonic - or equal Specify: _____	AW-SF100/200 - or equal Specify: _____	_____	1	_____

Appendix A							
27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: AUDIOVISUAL SYSTEMS							
Item #	Drawing/ Appendix Ref.	Product	Manuf.	Model #	Unit	Qty	Ext.
22	CAM-02	HD PTZ Camera - Invert ceiling mounted unit with 1/2.3 CMOS sensor, 30x zoom, PoE+, H.264/AVC streaming, HDMI, and USB outputs, white finish	Panasonic - or equal Specify: _____	AW-HD40H(WPJ9) - or equal Specify: _____	_____	2	_____
23	N/A	USB 3.0 Extension Cable - for connection of CAM-02 to OPC-01 and OPC-01 to DSP-01 for UC/Web-conferencing	Vaddio - or equal Specify: _____	440-1005-023 - or equal Specify: _____	_____	2	_____
24	WPA-01	Wireless Presentation Appliance - 1 HDMI input, 2 HDMI output, dual-NIC & local AP - Include 3-years mfr support in quote	Mersive - or equal Specify: _____	Solstice POD Gen3 +Solstice Subscription (3 yrs) - or equal Specify: _____	_____	1	_____
24	REC-01	Recording/Streaming Appliance - Rack-mount, 2-HDMI input, dual-image/PIP support, H.264/265 streaming, recording to SD card, RTMP/RTSP support for client CivicPlus software & cloud services	Epiphan - or equal Specify: _____	Pearl Mini - or equal Specify: _____	_____	1	_____
25	HDA-02	HDMI Distribution Amplifier - 1x2 HDMI2.0b/HDCP2.2; with rack-mount kit	Extron - or equal Specify: _____	DA2 HD 4k PLUS w/ RSU 126 & ZipClip50 for undertable mounting - or equal Specify: _____	_____	2	_____
26	SDI-01	HDMI-to-3/12G SDI Converter, with embedded audio conversion to SDI	AJA - or equal Specify: _____	HA5-12G - or equal Specify: _____	_____	1	_____
27	IPD-01	H.264/AVC Transmitter/Receiver-Decoder - IP H.264 stream to HDMI 2.0 Output with embedded audio. Provide rack-mount kit and mounting accessories	Crestron - or equal Specify: _____	DM-TXRX-100-STR - or equal Specify: _____	_____	1	_____
AUDIO							
28	MBU-2/ MIC-03	Conferene Microphone & Base Unit - 20" gooseneck cardioid capsule, mic-only base unit with PTM/PTT & Request-to-Talk buttons (RTT)	Shure- or equal Specify: _____	MXCMIU-FS & MXC420DF/ - or equal Specify: _____	_____	1	_____
29	MBU-1/MIC-01/02	Conferene Microphone & Base Unit - 16" gooseneck cardioid capsule, mic & speaker base unit with PTM/PTT & Request-to-Talk buttons (RTT) - Qty 4 day-one, with up to 5 additional as FUTURE	Shure - or equal Specify: _____	MXCMIU-FL & MXC416DF/ - or equal Specify: _____	_____	8	_____
30	MIU-1	Conference Microphone Modular Interface unit, for up to two flush front-plate units - Provide with manufacturer cabling in lengths required (Shure-only, no non-mfr CAT patch cabling allowed)	Shure - or equal Specify: _____	MXCMIU w/mounting bracket & EC-6001 cables in lengths as required - or equal Specify: _____	_____	5	_____
31	CCU-01	Conference Microphone Central Control Unit - Rackmount unit with analog I/O and power supply to supply up to 60 units	Shure - or equal Specify: _____	DIS-CCU w/PS-CCU - or equal Specify: _____	_____	1	_____
32	MIC-04	Ceiling Surface-mounted Beamforming Microphones - Up to 4 tracking beam elements per mic, Include in-ceiling breakout/networking box per each 2-mics	Biamp - or equal Specify: _____	Parle TCM-X (white) - or equal Specify: _____	_____	2	_____
33	MIC-04	Ceiling Surface-mounted Beamforming Microphones - Up to 4 tracking beam elements per mic, Expansion unit for each TCM-X unit	Biamp - or equal Specify: _____	Parle TCM-XEX (white) - or equal Specify: _____	_____	2	_____
34	WMR-01	Wireless Mic system w/ Beltpack transmitter, Omnidirectional condenser lavalier mic; with rcvr rackmount kit	Shure - or equal Specify: _____	QLXD14/85 - or equal Specify: _____	_____	1	_____
35	WMR-01	Wireless Mic system w/ hand held transmitter SM58 capsule; with rcvr rackmount kit	Shure - or equal Specify: _____	QLXD24/SM58 - or equal Specify: _____	_____	1	_____
36	MIC-05/WMR-02	Wireless Mic Transmitter - Wireless gooseneck basetype & 10" hypercardioid gooseneck mic element, with QLXD4 receiver unit & rackmount kits	Shure - or equal Specify: _____	QLXD8/MX410S & QLXD4 - or equal Specify: _____	_____	2	_____
37	WMR-02	Wireless Mic Transmitter - Surface Boundary Layer type, with QLXD4 receiver unit & rackmount kits	Shure - or equal Specify: _____	QLXD6 & QLXD4 - or equal Specify: _____	_____	2	_____
32	RFD-1	Rackmount antenna distribution system for QLX-D systems; include cabling & power supplies as needed to power system	Shure - or equal Specify: _____	UA845UWB - or equal Specify: _____	_____	2	_____

Appendix A							
27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: AUDIOVISUAL SYSTEMS							
Item #	Drawing/ Appendix Ref.	Product	Manuf.	Model #	Unit	Qty	Ext.
33	ANT-1	Antennae, 1/2-wave dipole & mounting bracket kit for mounting above accessible ceiling (order model to match frequency range chosen, based upon specification)	Shure - <i>or equal</i> Specify: _____	UA505 & UA8 - <i>or equal</i> Specify: _____	_____	2	_____
34	DSP-1	Rackmount Audio DSP Unit - 12x8 Analog I/O + 8 channels USB for UC/Web-conferencing; AEC inputs, VoIP/SIP & POTS interfaces; AVB audio networking	Biamp - <i>or equal</i> Specify: _____	TesiraFORTE AVB VT - <i>or equal</i> Specify: _____	_____	1	_____
35	ADA-01	Audio Distribution Amplifier - 1x3 Stereo/Mono output, Line, with Rackmount kit	Extron - <i>or equal</i> Specify: _____	MDA 3A - <i>or equal</i> Specify: _____	_____	1	_____
36	AMP-01	Audio Power Amplifier - 2 Channel, Low-Z, 100W per-channel, with rackmount kit	Extron - <i>or equal</i> Specify: _____	XPA U1002 w/RSU 129 - <i>or equal</i> Specify: _____	_____	1	_____
37	ALS-01	Assistive Listening Kit - Combo FM (72-76MHz)/Wi-Fi set with Wi-Fi server; Signage; Cabling; (4) FM receivers	WilliamsAV - <i>or equal</i> Specify: _____	FM 557 PRO ((1) FM T55 transmitter (4) PPA R37N receivers (4) EAR 022 surround earphones (2) NKL 001 neckloops (2) BAT KT6 two-bay chargers and rechargeable batteries (1) ANT 005 remote coaxial antenna (1) IDP 008 ADA wall plaque (1) RPK 005 rack panel kit)- <i>or equal</i> Specify: _____	_____	1	_____
38	ALS-02	w/earphones & T-coil lanyards; charging kit & power supplies			_____		_____
39	S-01	Wall-mounted column loudspeakers - 2"x8 driver set, with wall-mount aiming brackets, color-white	JBL-Pro -- <i>or equal</i> Specify: _____	CBT-100LA-1-W- <i>or equal</i> Specify: _____	_____	2	_____
40	Portable	Press Audio Distribution Box, Portable - 1 line input x 12 mic outputs, passive, in ruggedized case with pass-thru	Whirlwind- <i>or equal</i> Specify: _____	PB12- <i>or equal</i> Specify: _____	_____	1	_____
MISCELLANEOUS HARDWARE							
41	TTB-01	Flush Mount In-table Captive Cable and Power Box - (2) HDMI captive cables; Duplex 120V power + USB-C & USB-A power; with bracket kit & undertable cable cover kit	Extron- <i>or equal</i> Specify: _____	Cable Cubby 1202 (70-1184-02, w/60-1782-01, (2) 26-663-04, 70-1040-03, 70-1080-02)- <i>or equal</i> Specify: _____	_____	5	_____
42	TTB-02	Flush Mount In-table Captive Cable and Power Box - (1) HDMI captive cables; (2) USB-A captive cables; Duplex 120V power + USB-C & USB-A power; with bracket kit & undertable cable cover kit	Extron- <i>or equal</i> Specify: _____	Cable Cubby 1202 (70-1184-02, w/60-1782-01, (2) 26-663-04, 70-1040-03, 70-1080-02)- <i>or equal</i> Specify: _____	_____	1	_____
43	TTB-03	Flush Mount In-table Captive Cable and Power Box - (1) HDMI captive cable, simplex 120V power	Extron- <i>or equal</i> Specify: _____	Cable Cubby 202US (70-139-02, 26-663-06)- <i>or equal</i> Specify: _____	_____	1	_____
44	PP-01	CAT6A 10G Coupler PatchPanel - Normal Density 24-port; Provide with 24" patch cables in quantity	Panduit- <i>or equal</i> Specify: _____	CP246X88BL- <i>or equal</i> Specify: _____	_____	1	_____
45	-	Wireless Mic Transmitter Recharging Station - for HH & Belt-pack units, or Tabletop transmitter batteries	Shure- <i>or equal</i> Specify: _____	SBC220-US- <i>or equal</i> Specify: _____	_____	1	_____
46	WP-02	Wall panel for XLR-M line out to portable Press Feed box(es)	Pro-Co, RCI, Panelcrafters, etc...- <i>or equal</i> Specify: _____	Custom	_____	2	_____
47	AER-01	Floor-standing AV Equipment Rack - 38RU, 23"W x 32"D, w/29" usable depth: Include side/top panels, rear door, skirted caster base, Rear-rack rail kit; all required blank and vent panels; top fan cooling kit with thermostat, and all required accessories for a turnkey and finished, closed rack	Middle Atlantic - <i>or equal</i> Specify: _____	BGR-38SA-32 (w/BGR-RR38; CBS-BGR; bgr-522FT-FC) - <i>or equal</i> Specify: _____	_____	1	_____
48	AER-01	Pull-out rack shelf - for Pearl Mini unit	Middle Atlantic - <i>or equal</i> Specify: _____	KB-SS - <i>or equal</i> Specify: _____	_____	1	_____
49	AER-01	Vertical PDU for rack - Distro from UPS-01	Middle Atlantic - <i>or equal</i> Specify: _____	PD-2420SC-NS- <i>or equal</i> Specify: _____	_____	1	_____
50	AER-01	Rack Shelf for OFE PC - 4RU, adjustable depth	Middle Atlantic - <i>or equal</i> Specify: _____	U4V- <i>or equal</i> Specify: _____	_____	1	_____
51	AER-01	Rack drawer with foam insert for mic storage - 2RU	Middle Atlantic - <i>or equal</i> Specify: _____	D2 (w/FI-2 each)- <i>or equal</i> Specify: _____	_____	2	_____
52	TTB-01/03	Video Connector Adaptor Ring Set - (1) DisplayPort male to HDMI female, (1) Mini-DisplayPort male to HDMI female, (1) Mini-HDMI "C" male to HDMI female, and (1) Micro-HDMI "D" to HDMI female on securing clamp 'ring' cable	Liberty AV- <i>or equal</i> Specify: _____	DL-AR2- <i>or equal</i> Specify: _____	_____	8	_____

Appendix A							
27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: AUDIOVISUAL SYSTEMS							
Item #	Drawing/ Appendix Ref.	Product	Manuf.	Model #	Unit	Qty	Ext.
53	PBB-01	Projector service enclosure and mounting system - Provide with projector NPT pipe receiver, 2RU mounting space, 5-gang spaces for power/data/connectivity. Provide with support cabling, safety support cables, and 2x2 insert panel to match ceiling	FSR Inc.- or equal Specify: _____	CB-22P- or equal Specify: _____	_____	1	_____
54		Miscellaneous hardware, accessories, connectors, cabling, terminal blocks, etc., necessary to insure a complete and operating system.			_____	LOT	_____
55		Set audiovisual systems schematic drawings, shall be printed, laminated & stored in pocket of audiovisual equipment rack.			_____	LOT	_____
Appendix A							
27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: BID ALTERNATE 'A'							
56	LTG-01	Lighting Control Keypad - for control of non-dimming 277V main room fixtures	Crestron- or equal Specify: _____	C2N-CBD-E-W-S- or equal Specify: _____	_____	2	_____
57	LTG-02	Lighting Control Keypad - for control of dimming 120V soffit can lights	Crestron- or equal Specify: _____	C2N-CBD-E-W-S- or equal Specify: _____	_____	2	_____
58		Lighting Control Interface Processor and enclosure, for use with Cameo/Cresnet devices and 120/277V dimming/switching modules	Crestron- or equal Specify: _____	GLNET-CN- or equal Specify: _____	_____	1	_____
59		Lighting Control Module, for use with GLNET-CN and switched 277V lighting loads	Crestron- or equal Specify: _____	GL-EXP-SW-CN- or equal Specify: _____	_____	2	_____
60		Lighting Control Module, for use with GLNET-CN and dimable 120V lighting loads	Crestron- or equal Specify: _____	GL-EXP-DIMU-CN- or equal Specify: _____	_____	2	_____

Appendix A							
27 41 30 - CITY OF UKIAH CONFERENCE ROOM 3: AUDIOVISUAL SYSTEMS							
Item #	Drawing/ Appendix Ref.	Product	Manuf.	Model #	Unit	Qty	Ext.
CONTROL							
1	CP-02	Control Button Panel & 3-series Processor, wall-mounted 3-gang type, with serial port and relay/analog/digital I/O, IP network interface	Creston - <i>or equal</i> Specify: _____	MPC3-302-W - <i>or equal</i> Specify: _____	_____	1	_____
2	IPS-03	Ethernet Switch - Rack-mounted 8-port PoE+/PoE++ L2/L3 managed switch, 60W power budget	Cisco - <i>or equal</i> Specify: _____	SG350-10P - <i>or equal</i> Specify: _____	_____	1	_____
3	CPC-02	Owner Furnished PC Computer - Small-form-factor (Intel NUC), with undertable mounting bracket, for use on-network/credentialled access and UC/MS Teams - Located under Secretary's dais position	By Owner	By Owner	OFE/ETRI/ FBO	1	OFE/ETRI/ FBO
DISPLAY & VIDEO							
4	FPD-04	Flat panel display - 75" LCD, LED backlit, 350nit output, RS-232/IP control	NEC - <i>or equal</i> Specify: _____	C751Q - <i>or equal</i> Specify: _____	_____	1	_____
5	FPD-04	Flat panel display mount - Large fixed wall mount - for 75" flat panel display	Chief/LegrandAV - <i>or equal</i> Specify: _____	LTMU - <i>or equal</i> Specify: _____	_____	1	_____
6	HDRX-01	HD-Base-T & HDMI Auto-switcher: HDBT and local HDMI input, HDMI output, with network control & I/O	Creston - <i>or equal</i> Specify: _____	HD-RX-201-C-E - <i>or equal</i> Specify: _____	_____	1	_____
7	HDTX-01	HD-Base-T Transmitter, undertable mount	Creston - <i>or equal</i> Specify: _____	HD-TX-101-C-E - <i>or equal</i> Specify: _____	_____	1	_____
8	CAM-03	HD Fixed Zoom Camera - Display mounted wide-angle lens, with matching remote UTPx2 receiver unit - output HDMI, USB, H.264/RTSP	Vaddio/LegrandAV - <i>or equal</i> Specify: _____	WideSHOT SE QUSB Systems - <i>or equal</i> Specify: _____	_____	1	_____
9	WPA-01	Wireless Presentation Appliance - 1 HDMI input, 2 HDMI output, dual-NIC & local AP - Include 3-years mfr support in quote	Mersive - <i>or equal</i> Specify: _____	Solstice POD Gen3 +Solstice Subscription (3 yrs) - <i>or equal</i> Specify: _____	_____	1	_____
10	REC-01	Recording/Streaming Appliance - Rack-mount, 2-HDMI input, dual-image/PIP support, H.264/265 streaming, recording to SD card, RTMP/RTSP support for client CivicPlus software & cloud services	Epiphan - <i>or equal</i> Specify: _____	Pearl Mini - <i>or equal</i> Specify: _____	_____	1	_____
11	HDA-02	HDMI Distribution Amplifier - 1x2 HDMI2.0b/HDCP2.2; with rack-mount kit	Extron - <i>or equal</i> Specify: _____	DA2 HD 4k PLUS w/ RSU 126 & ZipClip50 for undertable mounting - <i>or equal</i> Specify: _____	_____	2	_____
AUDIO							
12	UCC-01	Unified Conferencing Hub - 1-HDMI IN/2-HDMI Out, with USB2.0/3.0 connectivity for cameras, user PC, Bluetooth dialing, IP network control/mgmt.	Biamp - <i>or equal</i> Specify: _____	Devio SCR-25 - <i>or equal</i> Specify: _____	_____	1	_____
13	MIC-05	Ceiling Surface-mounted Beamforming Microphones - Up to 4 tracking beam elements per mic, with single daisy-chain connectivity for 2-mics	Biamp - <i>or equal</i> Specify: _____	Devio DCM-1 - <i>or equal</i> Specify: _____	_____	2	_____
14	FPD-04	Side-bar Speakers - 2-way custom sized units to mount to display sides. Provide VESA mounting bracket to pair to display	Innovox - <i>or equal</i> Specify: _____	FS-V2 (Pair) - <i>or equal</i> Specify: _____	_____	1	_____
MISCELLANEOUS HARDWARE							
15	TB-01	Flush Mount In-table Captive Cable and Power Box - (1) HDMI captive cables; Duplex 120V power + USB-C & USB-A power; with bracket kit & undertable cable cover kit	Extron - <i>or equal</i> Specify: _____	Cable Cubby 1202 (70-1184-02, w/60-1782-01, (2) 26-663-04, 70-1040-03, 70-1080-02) - <i>or equal</i> Specify: _____	_____	1	_____
16	TTB-01/03	Video Connector Adaptor Ring Set - (1) DisplayPort male to HDMI female, (1) Mini-DisplayPort male to HDMI female, (1) Mini-HDMI "C" male to HDMI female, and (1) Micro-HDMI "D" to HDMI female on securing clamp 'ring' cable	Liberty AV - <i>or equal</i> Specify: _____	DL-AR2 - <i>or equal</i> Specify: _____	_____	1	_____
17		Miscellaneous hardware, accessories, connectors, cabling, terminal blocks, etc., necessary to insure a complete and operating system.			_____	LOT	_____
18		Set audiovisual systems schematic drawings, shall be printed, laminated & stored in pocket of audiovisual equipment rack.			_____	LOT	_____

Appendix A							
27 41 35 - CITY OF UKIAH CONFERENCE ROOM 5: AUDIOVISUAL SYSTEMS							
Item #	Drawing/ Appendix Ref.	Product	Manuf.	Model #	Unit	Qty	Ext.
CONTROL							
1	CP-02	Control Button Panel & 3-series Processor, wall-mounted 3-gang type, with serial port and relay/analog/digital I/O, IP network interface	Crestron - or equal Specify: _____	MPC3-302-W - or equal Specify: _____	_____	1	_____
2	IPS-03	Ethernet Switch - Rack-mounted 8-port PoE+/PoE++, L2/L3 managed switch, 60W power budget	Cisco - or equal Specify: _____	SG350-10P - or equal Specify: _____	_____	1	_____
3	CPC-02	Owner Furnished PC Computer - Small-form-factor (Intel NUC), with undertable mounting bracket, for use on-network/credentialled access and UC/MS Teams - Located under Secretary's dais position	By Owner	By Owner	OFE/ETRI/ FBO	1	OFE/ETRI/ FBO
DISPLAY & VIDEO							
4	FPD-05	Flat panel display - 65" LCD, LED backlit, 350nit output, RS-232/IP control	NEC - or equal Specify: _____	C651Q - or equal Specify: _____	_____	1	_____
5	FPD-05	Flat panel display mount - Large fixed wall mount - for 75" flat panel display	Chief/LegrandAV - or equal Specify: _____	LTMU - or equal Specify: _____	_____	1	_____
6	HDRX-01	HD-Base-T & HDMI Auto-switcher: HDBT and local HDMI input, HDMI output, with network control & I/O	Crestron - or equal Specify: _____	HD-RX-201-C-E - or equal Specify: _____	_____	1	_____
7	HDTX-01	HD-Base-T Transmitter, undertable mount	Crestron - or equal Specify: _____	HD-TX-101-C-E - or equal Specify: _____	_____	1	_____
8	CAM-03	HD Fixed Zoom Camera - Display mounted wide-angle lens, with matching remote UTPx2 receiver unit - output HDMI, USB, H.264/RTSP	Vaddio/LegrandAV - or equal Specify: _____	WideSHOT SE QUSB Systems - or equal Specify: _____	_____	1	_____
9	WPA-01	Wireless Presentation Appliance - 1 HDMI input, 2 HDMI output, dual-NIC & local AP - Include 3-years mfg support in quote	Mersive - or equal Specify: _____	Solstice POD Gen3 +Solstice Subscription (3 yrs) - or equal Specify: _____	_____	1	_____
10	REC-01	Recording/Streaming Appliance - Rack-mount, 2-HDMI input, dual-image/PIP support, H.264/265 streaming, recording to SD card, RTMP/RTSP support for client CivicPlus software & cloud services	Epiphan - or equal Specify: _____	Pearl Mini - or equal Specify: _____	_____	1	_____
11	HDA-02	HDMI Distribution Amplifier - 1x2 HDMI2.0b/HDCP2.2; with rack-mount kit	Extron - or equal Specify: _____	DA2 HD 4k PLUS w/ RSU 126 & ZipClip50 for undertable mounting - or equal Specify: _____	_____	2	_____
AUDIO							
12	UCC-01	Unified Conferencing Hub - 1-HDMI IN/2-HDMI Out, with USB2.0/3.0 connectivity for cameras, user PC, Bluetooth dialing, IP network control/mgmt.	Biamp - or equal Specify: _____	Devio SCR-25 - or equal Specify: _____	_____	1	_____
13	MIC-05	Ceiling Surface-mounted Beamforming Microphones - Up to 4 tracking beam elements per mic, with single daisy-chain connectivity for 2-mics	Biamp - or equal Specify: _____	Devio DCM-1 - or equal Specify: _____	_____	1	_____
14	FPD-05	Side-bar Speakers - 2-way custom sized units to mount to display sides. Provide VESA mounting bracket to pair to display	Innovox - or equal Specify: _____	FS-V2 (Pair) - or equal Specify: _____	_____	1	_____
MISCELLANEOUS HARDWARE							
15	TB-01	Flush Mount In-table Captive Cable and Power Box - (1) HDMI captive cables; Duplex 120V power + USB-C & USB-A power; with bracket kit & undertable cable cover kit	Extron - or equal Specify: _____	Cable Cubby 1202 (70-1184-02, w/60-1782-01, (2) 26-663-04, 70-1040-03, 70-1080-02) - or equal Specify: _____	_____	1	_____
16	TTB-01/03	Video Connector Adaptor Ring Set - (1) DisplayPort male to HDMI female, (1) Mini-DisplayPort male to HDMI female, (1) Mini-HDMI "C" male to HDMI female, and (1) Micro-HDMI "D" to HDMI female on securing clamp 'ring' cable	Liberty AV - or equal Specify: _____	DL-AR2 - or equal Specify: _____	_____	1	_____
17		Miscellaneous hardware, accessories, connectors, cabling, terminal blocks, etc., necessary to insure a complete and operating system.				LOT	_____
18		Set audiovisual systems schematic drawings, shall be printed, laminated & stored in pocket of audiovisual equipment rack.				LOT	_____

SECTION 274100 – COMMON WORK RESULTS FOR AUDIOVISUAL SYSTEMS**PART 1 - PART 1 - GENERAL INFORMATION****1.1 SCOPE OF WORK – GENERAL**

A. This project encompasses the replacement of the audiovisual systems in the existing office conference rooms and City Council chambers of the Civic Center building of The City of Ukiah in Mendocino County, California.

B. Spaces in Scope

1. Locations within the scope of this RFP include the following spaces as outlined in Related Work Sections:

a. **Council Chambers** – An approximately 55' deep by 34' wide legislative chamber used for meetings of the City Council, as well as meetings of executive staff and management, as well as public hearings and community events. The Chambers include a 7-person dais, a speaking podium, as well as seating for the City Clerk, and city employees in front of and adjacent to the dais. There is fixed audience seating for up to 120 members of the public, as well as a divisible door that separates the Chambers from the Civic Center Lobby. The Council Chambers includes these ancillary spaces:

b. **Lobby** – An approximately 44' wide by 28' deep room, with an operable wall separating the Council Chambers space. AV in the space is limited to a pair of zoned ceiling speakers to allow this space to host overflow audiences from the Chambers, as well as provide audio to late-arrival members of the public. This overflow audio zone also includes a switch selectable outdoor speaker subzone that provides audio to the exterior entry area. These existing zones will be preserved and reused in the new replacement systems – with the existing outdoor zone to be reassigned to new ceiling speakers in the restrooms at the entry, with the outdoor speakers being abandoned in-place.

c. **AV Rack Room & CATV POP** – An approximately 8' wide by 6' deep room housing the existing AV equipment rack, as well as a small IDF for the IT network and a POP demarcation for the local community access provider (Comcast). Work in this space is to include:

- i. Replacement of existing AV equipment rack and equipment, including removal of existing rack and supporting hardware and replacement with an existing OFE 19"x 29"D x 42RU high equipment rack, providing necessary bland and filler panels and accessories, and integration into the existing infrastructure and power.
- ii. Reinstallation and integration of new AV systems to provide audio and video feeds to the Comcast POP and associated SDI-to-fiber interfaces to the demarcation point on the wall (see drawings).

d. **Conference Room 3** – A medium sized conference and committee meeting room of approximately 20 seats. Work in this space is to include replacement of the existing display unit, as well as addition of wireless presentation, web-conferencing, and capture/streaming of content to the city network and city's web-based recordkeeping and recording services (CivicPlus).

e. **Conference Room 5** – A small conference room in the city facilities outbuilding just to the west of the main Civic Center. This space is to receive a similar Scope to Conference Room 3, but with a smaller display and single microphone

f. **Further Scope within the Council Chambers** includes:

- i. Replacement of display systems as described in paragraph 'a' above.

- ii. Replacement of all audio systems and cabling, including microphones, loudspeakers and associated hardware. Included in the Scope will be the removal of ALL existing audiovisual systems owned by the City. Existing ceiling speakers will be assessed by the Contractor and retained and reused with their existing amplification, if found to be serviceable and performing well.
- iii. Replacement of all video input and transport systems and cabling.
- iv. Replacement of any control systems and cabling.
- v. Addition of systems to allow:
 - a) Recording and streaming of meetings
 - b) Support of unified conferencing and web-conferencing
 - c) Delegate-style conferencing system, with dais and podium microphone/speaker units and moderator control from the City Clerk's position
 - d) Input of computer signals from the podium, each seat at the dais, as well as two inputs from the Secretary's position at the dais – both a laptop and fixed PC.
 - e) Capture of audio from the audience, as well as from any tabled meetings taking place in the general gallery of the space
 - f) Wireless microphones for support of presenters, city employees, and meeting attendees
 - g) Comprehensive unified control of room systems using a touchpanel at the Secretary's position at the Dais, as well as any Owner-furnished PC computer running a touchpanel emulation – using Wi-Fi or remote support
 - h) Wireless presentation of content in the room using guest Wi-Fi, from any device running common operating systems
 - i) Integration of AV feeds to and SDI-to-Fiber conversion system owned by the local community access CATV provider (Comcast)
 - j) Integration of AV recorder and streaming interface to City's cloud-services based recordkeeping platform (CivicPlus) using RTMP/RTSP protocols.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Owner's Cover Documents, Sample Contract, etc..., apply to this Section.
- B. Equipment Schedules, as referenced in the drawings and specification Appendices.
- C. Related Sections under this Section, describing the audiovisual systems to be installed in each space-type, including details for function, operation, and programming.
 - 1. **27 41 20 – Council Chambers Audiovisual Systems**
 - 2. **27 41 30 – Conference Room 3 Audiovisual Systems**
 - 3. **27 41 35 – Conference Room 5 Audiovisual Systems**

1.3 QUALIFICATIONS OF BIDDERS

- A. The Bidder shall be a firm with at least ten years of experience in the design, engineering, fabrication, assembly, and installation of audiovisual systems of similar magnitude and quality as specified for the subject job, and shall submit documentation to this effect with the bid return.
- B. Each bidder shall have at least one project manager or engineering staff employee on this project possessing a certificate, from AVIXA (CTS-D) or another recognized organization or institution providing formal training in audiovisual systems design or engineering. Proof of this shall be supplied with bid.

- C. Each bidder shall have at least one supervisory employee on this project possessing a certificate, from AVIXA (CTS-I) or another recognized organization or institution providing formal training in audiovisual systems installation and commissioning. Proof of this shall be supplied with bid.
- D. All employees of the contractor to install this system must be competent technicians who are experienced in the installation and interconnection of professional audiovisual systems (AVIXA CTS and relevant manufacturer certifications (i.e. – Crestron DMC).
- E. All lead engineering and project management is to be handled by a qualified, full-time employee of the audiovisual contractor. No outsourcing or sub-contracting of this phase will be accepted. Engineering may be conducted in concert with a selected loudspeaker systems manufacturer, who may provide supplementary systems evaluation, modelling, design, or systems engineering to supplement the Contractor, under the supervision of the Contractor's project manager or engineer.
- F. Each bidder shall maintain an adequately equipped and staffed service department and shall regularly provide service for systems similar to this design. This shall include an office staffed with personnel at all times, Monday through Friday, between the hours of 8:30 AM and 8:30 PM Pacific Time (adjusted to daylight or savings time – per that time of the year). Answering services, cellular telephones, pager numbers and call forwarding systems are helpful but do not meet nor comply with the intent of this specification.
- G. The bidder shall include with their proposal a schedule of support, including response times for on- site service, from the time a service-call is placed by the Owner, to the time service personnel will be on-site to address the Owner's service need.
- H. The bidder shall note whether phone or on-site responses will be provided directly by on-staff personnel or if they will be relying upon a 3rd-party which will be sub-contracted to supply such service(s). The bidder shall provide the name and location of such a 3rd party within their response.
- I. Each bidder shall be currently authorized by the manufacturer of the major components of the system to sell their products and initiate warranty service on the same items. Major components of the system shall include, but not be limited to, data/video projectors and displays; video distribution, processing and switching equipment; audio distribution and processing equipment; power amplifiers, speakers, etc. Proof of this may be requested during the bidding process. Proof of franchise shall be in the form of a letter from the appropriate manufacturer addressed to the Owner's Representative stating that the contractor is currently authorized to sell their products. Letters from the sales representative (rep) shall not be accepted as proof.

1.4 DEFINITIONS OF TERMS

- A. The term "Owner" shall refer to City of Ukiah, Mendocino County, California.
- B. The term "Architect" shall refer to City of Ukiah designated Representative acting in the role of Project Manager for the City.
- C. The term "Consultant" shall refer to ABD Engineering & Design, also referred to as Engineer in the Owner's Cover Documents.
- D. The term "Bidder" shall refer to a firm submitting an RFP response to this specification and the Governing Documents provided as part of this RFP.
- E. The term "Contractor" or "Integrator" shall refer to the Systems Contractor/Integrator who has been awarded the contract for the subject job and who has responsibility for performance of the work specified herein.
- F. The acronym "NIC" shall refer to material and work which is "Not in Contract" and for which the Contractor is not responsible except as otherwise detailed herein.
- G. The term "OFE" shall refer to "Owner Furnished Equipment", which will be provided by the Owner. The Contractor shall be responsible for removing this equipment from the Owner's premises as appropriate and re-installing and integrating this equipment in good working order as detailed herein.

- H. The term “shall” is mandatory; the term “will” is informative; the term “should” is Permissive.
- I. The term “Work” describes all construction type processes. Including but not limited to, labor, equipment, materials and services specified herein.
- J. The term “Furnish” means to purchase and deliver to the project onsite location, with every necessary accessory and support, all as part of the Work. Purchasing shall include payment of all sales taxes and other surcharges as may be required to assure that purchased items are free of all liens, claims, or encumbrances.
- K. “Install” – To perform every operation necessary to establish secure mounting and correct operation at the proper location in the project, all as part of the Work.
- L. The term “provide” means furnish and install.
- M. The term “commissioning” refers to the process by which equipment or systems (which are installed, complete or near completion) are tested to verify if they function according to their design objectives or specifications.
- N. The term “Project” is the installation of Audiovisual Systems in the facility or facilities described within this specification.
- O. The term “Drawings” refers to Audiovisual systems drawings and any details, risers, etc. associated with the work.
- P. Certain words or phrases as used in the Drawings or Specifications for the Work may have multiple meanings such as those specified in codes or other industry standards. The words or phrases mentioned below shall be understood to have the following specified meanings with regard to the audiovisual systems described herein:
1. “Circuit” – Any design of circuitry.
 2. “Circuitry” – Any type of Work which consists of wires/cables, raceways, specialty wiring method assemblies complete with associated junction boxes, pull boxes, outlet boxes, joints, couplings, splices, and connections except where limited to a lesser meaning by specific description.
 3. “Concealed” (as applied to circuitry) – Covered completely by building materials, except for penetrations (by boxes and fittings) to a level flush with the surface as necessitated by functional or specified accessibility requirements.
 4. “EC” – Electrical Contractor, in the context of either a sub-contractor to the Bidder or an independent Contractor.
 5. “Exposed” (as applied to circuitry) – Not covered in any way by building materials.
 6. “Normal Work Conditions” – Locations within building confines that are not damp, wet, or hazardous and that are not used for air handling.
 7. “Patch Panel” – A System of terminal blocks, patch cords, and backboards that facilitate administration of cross-connecting cables.
 8. “Raceway” – Any pipe, duct, extended enclosure, or conduit (as specified for a particular System) which is used to contain wires, and which is of such nature as to require that the wires be installed by a “pulling in” procedure.
 9. “Riser” – Shall refer to the portion of the installation that transmits between building floors (or between audiovisual Systems rooms), also referred to as “Backbone Cabling.”
 10. “audiovisual Closet” – The enclosed area or room specifically designated for the routing, termination, and/or cross connecting of audiovisual Systems cable (i.e. riser cable) to other Audio- Visual Systems cable and/or equipment.
 11. “AV Systems Control Room” and/or “AV Systems Headend” – The enclosed area or room specifically designated for the routing, termination, and/or cross connecting of audiovisual System cable (i.e. riser cable) to other Audio-Visual System cable, and/or equipment, and racks.
 12. “AV System(s)” – audiovisual System(s), includes all components contained herein that work in conjunction to create and completely integrated and fully functioning system as described within the Drawings and Specifications.
 13. “audiovisual Systems Wiring” – see “Circuitry.”
 14. “audiovisual Systems Work” – See “Work.”

15. "Standard" (as applied to wiring devices) – Not of a separately designated individual type.
16. "System" – See "AV Systems."
17. "Wiring" – see "Circuitry."
18. "AVC" – audiovisual Systems Contractor.
19. Where the term "Conduit" is used without specific reference to type, it shall be understood to mean "raceway."

1.5 INFORMATION TO BE SUBMITTED WITH BID RETURN

A. Bidder to provide as part of their bid submittal - the following breakdown of submitted Costs for evaluation, as detailed in Appendix A:

1. Equipment Costs

a. The bid return shall include detailed lists of all equipment to be supplied. Each piece of equipment shall be individually priced and carried over for multiples to a total. Equipment that is contained in lots or groupings, such as wiring, connectors, or loose general hardware shall be provided in a lump-sum lot and noted as "lot" and noted appropriately in the proposal. Totals for each area are to be transferred to the Master Pricing Table provided for in Appendix A. The Master Pricing Table will be used to determine the low bidder.

2. Non-Equipment Costs

a. Non-equipment costs shall be furnished separately with the equipment costs within the Master Pricing Table provided for in Appendix A. These non- equipment costs shall be detailed for each of the following categories:

- i. **Engineering:** Including all required designs, drawings, run sheets, instruction manuals, etc.
- ii. **Pre-installation:** Including all fabrication, modification, assembly, rack wiring, etc., performed on the Contractor's premises.
- iii. **Installation:** Including all on-site installation and wiring, coordination and supervision, etc. performed on the Owner's premises.
- iv. **Commissioning:** Including all final measurements and testing, performance verification, systems tuning and adjustments, and documentation of said measurements and testing, along with a final report summarizing the results of the commissioning. Include costs for on-site checkout/inspective by the Owner and Consultant, as well as costs for Owner Training sessions, as outlined further in this specification document.
- v. **General and Administrative:** Including all 'G & A' expenses, shipping, insurance, and guarantees.
- vi. **Taxes (if applicable).**

3. Subcontractor Costs: Upon award of Contract - at the request of the Owner, Contractor shall provide cost schedule for each subcontractor to be used by the Prime Contractor, broken down by the same general order as items 'A.2.a' above.

B. Submitted with the bid documents, the Bidder is to provide as part of their submittal, the following General Information to include:

1. The number of years in business.
2. Resumes of key personnel. Resumes must reflect skills relating to audio, video & display systems, systems and hardware rigging, teleconferencing (audio and video), integrated control systems, software platforms, programming, project management, etc.
3. Locations of all currently staffed and operational offices complete with the number of technical support personnel in each office.
4. Project References (minimum of three (3) required for work of similar magnitude or character)

a. These should include:

- i. End user contact name, with current title and position, telephone number and e-mail address.
 - ii. Functional description of the project.
 - iii. Project scope and approximate dollar amount (single projects should be equivalent to the size of this project, not accumulative work of a single client).
 - iv. Timeline of project and final completion date.
 - v. **All projects identified must be verifiable and have been completed within the last three years (36 months).**
 5. List of products for which the firm is a direct dealer, including the duration of the dealership and the extent of any factory training. This list should include, but not be limited to:
 - a. Large screen display systems, both projection and display-type, including but not limited to direct-view indoor/outdoor LED, LCD/LED/OLED, DLP/DMD and LCoS.
 - b. Specialized display systems (as applicable).
 - c. Video networked/IP switching/routing, scaling, conversion, and distribution systems.
 - d. Large-venue loudspeaker systems, such as long-throw and line-array systems, and high-power amplifiers and amplification.
 - e. Computer processor-controlled audio systems including but not limited to audio digital signal processors and IP distribution systems.
 - f. Integrated control systems.
 - g. Video and Audio Broadcast systems – production & transport.
 - h. IT and IP networking equipment as used in audiovisual systems implementations/installations.
 6. List of technical products that the firm has installed and serviced but are not a direct dealer for.
- C. Schedule of Implementation: Upon award of Contract, the following shall be provided by the Contractor:
1. Contractor to verify the project schedule and confirm that they will comply with the project schedule and deliver a complete audiovisual system within the specified time frame.
 2. Contractor may shall indicate their acceptance of the project schedule by submitting a scheduling plan, indicating the various pertinent terminal dates after award of contract for completion of design, pre-installation work, on-site installation work, and testing and acceptance on a “per phase” basis.
 3. At a minimum the schedule should include the following information:
 - a. Number of days required for submission of the following documents from receipt of notice to proceed:
 - i. Product submittals, with any significant lead-times noted
 - ii. Engineered submittals
 - iii. Touchpanel GUI and other UI submittals
 - iv. Spreadsheet of network connected device MAC address, device names/models, and IP address request tables to coordinate with Owner’s IT management for implementation of network services. Table shall include information regarding any class-of-service, QoS or IGMP version and settings needed.
 - v. Commissioning test documents and reports
 - b. Benchmark dates of other Subcontractor or Owner-furnished/Owner-installed items, and

days to completion of tasks associated with those benchmarks.

D. If provided, the Bidder shall review attached cover documents and schedule for additional information.

E. Alternate Equipment

1. All bids shall be submitted on the basis of the specified equipment as outlined in the Appendix 'A' sections of this specification. The Bidder may propose alternate equipment, or equipment they feel meets the intent of "equal" or "equivalent" as described below in Subsection 'E'. If proposing an "equal" or "equivalent", the bidder shall provide the alternate manufacturer's name and part numbers in the areas provided for in Appendix A.
2. Proposals for alternate equipment will receive careful and equitable consideration if the differences do not depart from the overall intent of the design and operation of the system, are in the best interests of the Owner, and are equal in durability and usability.
3. All such proposals for alternate equipment shall be accompanied by full technical information, "cuts" and specifications for the equipment so proposed. The Bidder shall identify the substantive differences between the alternate and the specified equipment.

F. Sub-Contract Information

1. If the Bidder proposes to sub-contract portions of the work – such sub-contractors shall be identified in accordance with the Owner's Front-End Documents for Sub-Contractor requirements. The work as performed by a sub-contractor shall be considered as part of the contractor's responsibility with that work as part of the contractor's statement. Any contract arising as a direct result of these proceedings shall be binding on the successful bidder and the terms of said contract shall be submitted with the bid return.

1.6 WARRANTY STATEMENT

- A. To maintain certain manufacturer's warranties, said equipment must be installed, aligned and serviced by those installers authorized by said manufacturer to perform those duties. If the contractor is not authorized, by said manufacturer, it is his sole responsibility to make the appropriate arrangements and bear all cost and consequences thereof.
- B. The Bidder shall include a statement of warranty on the entire system and on the individual pieces of equipment. The system warranty shall be for a minimum of 365 days from the date of commissioning by the Owner and Consultant (refer to 3.5 for "Commissioning Test" requirements). This warranty shall obligate the Contractor to provide all equipment, material, and labor at no charge to the Owner, during the warranty period, in the event of a system or equipment malfunction.
- C. In cases where the manufacturer's warranty period is greater than twelve months, the contractor is required to honor that warranty for the full extent of the manufacturer's warranty period. This shall exclude any labor costs incurred by the contractor removing and re-installing the defective items after the system warranty expiration.
- D. In cases where the **manufacturer's warranty period is less than 12 months, the contractor is liable for defects in the item up to-but not exceeding-the first twelve-month period** on any contractor provided items.
- E. The system warranty shall include a minimum of four (4) preventative maintenance visits over the systems warranty time period, to perform operation checks of the equipment, re-measure systems performance and re-tune the system's DSP settings, equalization, dynamics, etc... for optimum performance, as well as check the projectors, screens, display and signal transport/switching/matrixing systems, network hardware, firmware and software, as well as respective mounting and rigging hardware for safety and integrity.
- F. All manufacturers' equipment warranties shall be activated in the Owner's name and shall commence on the date that commissioning is completed. In the case of Contractor-modified equipment, the manufacturer's warranty is normally voided. In such cases, the Contractor shall provide the Owner with a warranty equivalent to that of the original manufacturer.

- G. In the event of malfunction or failure of any audiovisual equipment provided by the AV integrator, the integrator is responsible for providing replacement of faulty equipment, or providing "loaner" equipment. In the event that "loaner" equipment is provided, said equipment shall meet or exceed the original equipment specifications until the original equipment can be replaced.
- H. In Cases where the contractor is providing and installing audiovisual equipment and/or hardware to be integrated with equipment furnished by others, it shall be the responsibility of the contractor to warrant their equipment as described herein; unless said equipment shows misuse and or abuse by others during re-installation of, or connection of equipment by others.
- I. Telephone Support
1. The Audiovisual Contractor shall respond via telephone within two (2) hours to any request for service. This first contact should outline the nature of the problem or functional anomaly. The AV Contractor shall make available an individual knowledgeable with the installed system, and who can address specific system issues described by the system operators.
- J. On-Site Support
1. The system warranty shall be an "on-site" warranty, with a twenty-four (24) hour response time. Telephone support shall be available between normal business hours, Monday through Friday. If a 3rd-part sub-Contractor is to be used, the Bidder shall include this information, with firm name, location and primary contact information included.

1.7 PREVENTATIVE MAINTENANCE & SERVICE CONTRACT

- A. In addition to the preventative maintenance described under 1.6 Warranty and other paragraphs, the Bidder shall offer a separate annual preventative maintenance contract by pricing for five (5) years on a year-to- year basis. This preventative maintenance contract shall cover all installed systems and include a minimum of three (3) visits per year, at regular intervals to perform operation checks of the equipment, clean filters, check drivers, to inspect and perform safety checks on rigging, lubricate moving parts as recommended by the respective manufacturers and to adjust and align rigging and loudspeaker units or arrays to maintain performance as set initially. The preventative maintenance contract is an option for the Owner to exercise immediately after expiration of the warranty period. The Bidder shall include the pricing for the first (1) year in the Base Bid, with each subsequent year priced as Add Alternates #2 through #5.
- B. Upon award of Contract, The Contractor shall also submit separate costs for other emergency "on-call" service visits and an "in-shop" hourly rate for repair and maintenance work.
- C. The costs for this service contract shall not be commingled with the costs for the systems base bid. The lowest bid based upon base-bid will also take into account the proposed costs of the first year preventative maintenance Contract/Warranty proposed.

1.8 SUB-CONTRACT

- A. Refer to Owner's Front-End Documents for sub-Contractor requirements, including participation requirements and limitations, including State requirements.
- B. If the Bidder proposes to sub-contract the installation and wiring, or other portions of the work, the Bidder shall provide direct supervision of the sub-contracted work.
- C. Because of the complexity of the systems, the supervision of such sub-contracted work cannot be intermittent, but shall be continuous during the installation.
- D. It is the sole responsibility of the bidder to research and provide any and all necessary sub-contracts pricing for union labor that cannot be provided from within its own organization. Information related to this must be provided with this bid return.
- E. If it is the intention of the Bidder to "team" with one or more other AV Contractors, then this must be clearly identified in the bid return. The Contractor returning the bid will be considered as the prime in respect of this, and will hold full responsibility for the performance of the members of their team, including themselves and all other sub-contractors engaged in the performance of this

contract.

1.9 INVESTIGATION OF CONTRACTUAL AND SCHEDULING QUESTIONS

- A. It shall be the responsibility of the Bidder to investigate all potential contract, union, and scheduling questions, and to guarantee compliance with all requirements and regulations in effect on the job site. Any potential problems in this respect shall be identified in the bid return. The contractor shall comply with all local state and federal regulations.
- B. A Pre-Bid Meeting will be scheduled by the Owner to provide access to the site for investigation by Bidders. The Consultant will be available via phone during this meeting to address any Bidder questions. Refer to Owner's Cover Documents for details regarding the Pre-Bid meeting.

1.10 CONTRACTOR'S GENERAL RESPONSIBILITIES

- A. The Contractor shall be responsible for delivering a turnkey system to the Owner.
- B. The Contractor shall furnish all equipment and materials, whether specifically mentioned herein or not, to ensure a complete and operating system. The NIC and OFE equipment and materials are specifically exempted from this requirement.
- C. The Contractor shall generate all shop drawings and information for the complete installation and wiring of the system. The Contractor shall provide (or sub-contractor for) the on-site installation and wiring, and shall provide on-going supervision and coordination during the implementation phase.
- D. The Contractor shall be responsible for the initial adjustment of the systems as herein prescribed and shall provide all test equipment for the system checkout and commissioning. Contractor shall provide on-the-job training in the operation and maintenance of the systems for personnel designated by the Owner.
- E. The Contractor shall coordinate and submit to all site policies and adhere to all site safety procedures put in place by the Owner.
- F. The Contractor shall attend all construction meetings as required by the Owner.
- G. The Contractor shall perform an **RF Spectrum Analysis Survey** identifying all available frequencies that may be required by any wireless equipment under this specification such that appropriate frequency allocations may be identified for the purpose of purchasing corresponding transmitters and receivers. The Contractor shall be responsible for the validity of the survey and any subsequent equipment substitution that may result even if such equipment has been previously accepted by submittal.

1.11 PROJECT MANAGEMENT

- A. The Contractor shall provide a Project Manager to oversee and coordinate all activities on the Project
- B. Project Manager's Duties and Responsibilities:
 - 1. The Contractor shall provide to the Owner, as a part of the Pre-Construction Submittals, the name of the Project Manager that will provide all duties and responsibilities as specified in this Section, during the term of the project.
 - 2. The Project Manager onsite shall maintain the ability of making all managerial decisions on behalf of the Contractor on a day-to-day basis, and shall retain the authority of accepting notices of deduction, inspection reports, payment schedules and any other project related correspondence on behalf of the Owner.
 - 3. The Project Manager shall attend project meetings as required, during which time all System related issues are discussed, scheduled, confirmed, and/or resolved.
 - 4. The Project Manager shall be available during normal business hours (8:00 am to 5:00 pm) by telephone during the term of the project.
 - a. After normal business hours, the Project Manager shall be available within four (4) hours

- (5:00 pm to 9:00 pm) by email during the term of the project for urgent matters.
- b. In the event that the Project Manager is not available within the allotted time frame, the Contractor may designate additional staff to temporarily act as the Project Manager for all correspondence with the Owner.
 - c. The Contractor shall ensure that any individual temporarily assuming the duties of the Project Manager is at equal or higher level in the Contractor's managerial chain of command.
5. Upon notification by the Owner, of any project related installation issue, or issue that may contradict the Specifications as stated herein, the Project Manager shall respond to such issue verbally and/or in writing within an eight (8) hour period.
- a. Responses to such issues as stated above shall include a clear understanding of the issue, along with a tentative plan of action, reflecting milestones and/or deadlines to resolve the issue.
 - b. Where appropriate, based on the overall importance of the project issue, the Project Manager shall follow-up their initial response with a written response to the issue within 24 hours of the Project Manager being notified of the identification of the issue.
6. Prior to the initiation of the Work, the Project Manager shall submit a schedule reflecting key milestones of the Work, including but not limited to the following
- a. Bid award
 - b. Kick-off meeting
 - c. Plan submittal
 - d. Pre-Construction submittal
 - e. Ordering, delivery, and installation of System equipment
 - f. Field equipment delivery
 - g. Project management schedule
 - h. Payment schedule
 - i. Installation cut-over date(s), including provisioning of temporary equipment to allow for regularly scheduled Council or Planning Commission meeting(s), as coordinated with the Owner
 - j. Installation completion date
 - k. System training
 - l. Delivery of As-Built documentation
 - m. Delivery of Operations & Maintenance Manuals
 - n. Commissioning
 - o. Acceptance of System
7. The Project Manager shall update the schedule on a weekly basis to reflect the status of each key milestone as the Work progresses.
8. As the System installation progresses, the Project Manager shall be capable of discussing any/or all of the above-mentioned items at the request of the Owner, and shall address each item, as it relates to the current status of the Work.
9. If for any reason, the contractor shall become unable to meet the milestones outlined in their project schedule, the Project Manager shall notify the Consultant, Architect, and Owner's related laborers or Contractors associated with related work, so as minimize delays in other Work.

1.12 REFERENCE TO ARCHTECT/OWNER'S GENERAL CONDITIONS

- A. The Owner's Front-end Documents (General Conditions) shall be considered part of this

Specification except where this Specification contains statements which are more definitive or more restrictive than those contained in the General Conditions regarding a specific item or items. This specification shall not be interpreted as waiving or overruling of any requirements expressed in the General Conditions.

B. References in the General Conditions to "Engineer", shall refer to the Consultant/Architect role in this and related Sections.

1.13 APPLICABLE CODES, STANDARDS, PERMITS, AND INSPECTIONS

A. All audiovisual work shall meet or exceed the latest requirements of all National, State, City, County, and other Authorities having Jurisdiction over the audiovisual work and the project.

B. Installation procedures, methods and conditions shall be in compliance with the latest requirements of the Federal Occupational Safety and Health Administration (OSHA), the Americans with Disabilities Act (ADA) and the Architectural Barriers Act (ABA).

C. The Contractor is responsible for all costs incurred to meet these codes and conditions.

D. Additional codes and industry standards and practices pertaining to the work:

1. International Building Code (IBC)
2. California Building Standards Code 2019 – Title 24
3. NFPA-72 National Fire Alarm and Signaling Code, 2013 Edition
4. International and National Electric Codes (IEC/ NEC)
5. IEC 60268-16 Third Edition 2003-05 Objective rating of speech intelligibility
6. ANSI/AVIXA
7. Sustainable Technology Environments Program
8. Underwriters Laboratories, Inc. (UL)
9. Building Industry Consulting Service International (BICSI) Telecommunications Distribution Methods Manual - latest edition.
10. ANSI/TIA/EIA-568-B - Commercial Building Telecommunications Cabling Standard
11. ANSI/TIA/EIA-569 - Commercial Building Standards for Telecommunications Pathways and Spaces
12. ANSI/TIA/EIA-606-A. Administration Standard for Commercial Telecommunications Infrastructure
13. ANSI J-STD-607-A, Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
14. EIA RS-232 Serial Communications Electrical Interface
15. EIA RS-310-C Racks, Panels and Associated Equipment
16. FCC Part 15
17. FCC Part 68
18. IEEE 802.3
19. California Electrical Code, 2019 Edition (adoption of NFPA 70 National Electrical Code, 2017 Edition)
 - a. Article 800 Communications Circuits
 - b. NFPA 75 Protection of Electronic Computer / Data Processing Equipment, 2013 Edition

1.14 CONFORMANCE WITH EXISTING SYSTEMS

A. In cases where systems and/or facilities in this scope of work are similar in nature to existing systems and/or facilities:

1. The required hardware, system functionality and system flow shall conform to the existing systems in order to share existing resources and minimize training requirements for the end user. This includes, but is not limited to, the following:
 - a. Commonality in equipment
 - b. Commonality in operation

c. Commonality in room layout

B. It is the responsibility of the Contractor to inspect the existing systems prior to beginning engineering and fabrication to ensure consistency with any and all existing systems and notify the design team of any discrepancies.

1.15 STATUS REPORTS

A. After the award of contract, the Contractor is responsible for providing weekly status reports outlining his progress on the project. These reports should include information on the work completed during the week, the work to be completed during the upcoming week and any potential scheduling issues. The following should be included in this Status Report:

B. Expected date of project submittals, including equipment cut sheets, shop drawings, control system interface designs, etc.

C. Anticipated completion date and percentage complete of in-house rack fabrication and testing, prior to shipping to the job-site.

D. Anticipated completion date and percentage complete of control system programming, prior to shipping to the job-site.

E. Schedule and percentage complete of on-site wiring and supervision.

F. Schedule and percentage complete of on-site installation.

G. Schedule and work-plan outline for owner training.

H. Schedule for systems checkout and turnover to the Owner.

1.16 RELATED WORK NOT IN CONTRACT (NIC)

A. Certain equipment and materials will be provided and installed by others. Unless otherwise indicated in these specifications, or on the related drawings, these will include the following:

1. Enterprise IP network hardware, such as IP switches, routers, wireless access points (WAPs), enterprise servers and end-user computing devices, such as desktop PCs, tablets, smartphones, and terminal hardware will be provided by the Owner's IT group.
2. Enterprise IT infrastructure, such as horizontal and riser backbone and station copper UTP and fiber-optic cabling, terminations, patch-panels, fiber trays and patch panels. All IT infrastructure shall be coordinated and provided by the Owner's IT group and their designated Contractors and Subcontractors.

B. Though not under the scope of this document, the Audiovisual Systems Contractor is responsible for coordination of these and any other related items required to provide and integrate a fully functional AV system as described in this specification, including accessory hardware or cabling necessary to interface to the NIC equipment.

1.17 OWNER FURNISHED EQUIPMENT

A. The Contractor shall be responsible for obtaining any new or existing OFE equipment from the Owner. Existing equipment shall be brought back to the Contractor's facility where they shall ascertain that the OFE equipment is performing at or above factory specifications.

B. If existing equipment is not operating "as-new", or is missing accessories necessary to be properly integrated with the rest of the system as intended, the Contractor shall provide a proposal, including a time line, for returning the equipment to "as-new" condition, provide the needed accessories, arrange to have the owner replace equipment, or submit a proposal for replacement or alternative equipment.

C. All designated Windows-based PC computers to be installed in rooms for use by staff will be OFE, provided and configured by Owner's IT Department.

D. The contractor shall coordinate with the Owner's IT Department for all I/O interfacing and performance requirements, including any specific hardware and software requirements, including:

CPU or GPU performance, RAM, input connectivity and quantities (i.e.: HDMI, Display-Port, 3.5mm audio USB 2.0/3.0 buses, etc.)

1.18 QUALITY OF MATERIALS AND EQUIPMENT

- A. All materials and equipment supplied by the Contractor shall be new and shall meet or exceed the latest published specification of the manufacturer in all respects.
- B. The Contractor shall supply the latest model available at the time of order placement for each piece of equipment.
- C. All equipment shall be UL listed, or equivalent.

1.19 CONTRACTOR'S DOCUMENTATION

A. Pre-Construction Submittals

- 1. Prior to fabrication, the Contractor shall submit to the Owner's Representative, for approval, any custom designs pertaining to the systems. Contractor is to provide one (1) sets of all documentation. Drawing submittals to be delivered electronically in PDF and working format (such as AutoCAD 2013-2020) to ABD and the Owner, and at their option to the architect. These designs include, but are not limited to, the following:

- a. Complete system construction and point to point wiring schematic drawings, including all component values, and showing complete letter and number identification of all wire and cable as well as jacks, terminals, and connectors. All connections are to be shown; details with "typical" connection diagrams are not acceptable.

- b. Provide bound technical specification details (cut sheets) on all equipment required to complete this project.

- i. Product cut sheets shall include a bill-of-materials (BoM) itemizing all products, by space and by system, including all selected options and accessories, for quick review by the Consultant and Architect. Product submittals lacking this BoM will be rejected.
- ii. Where the same product is to be used in multiple spaces or systems, the Contractor shall submit only one copy of product, using the BoM for each space to indicate specifics of the product within that space, so as to minimize the size and complexity of the product submittal.
- iii. Product cut sheets shall be limited to the pages necessary to convey the product selection with intent to order – showing model information and selected options or accessories. Product cut sheets shall NOT include installation or owner/operator manuals, installation drawings and diagrams. Product submittals over 5-6 pages in length will be rejected.
- iv. Product cut sheets shall indicate color and/or finish selection, if applicable. Finish and/or color should be included for selection or confirmation by the Architect or Owner.

- c. All control system GUI design pages, both touchpanel-based and button control , or computer based as appropriate.

- d. All control system panel layouts, where applicable.

- e. All panels, plates, and designation strips, including details relating terminology, engraving finish and color.

- f. All custom designed structures, supports, rigging (motorized and fixed) consoles, tables, carts, support bases, and shelves.

- g. Schematic drawings of all custom components, assemblies and circuitry, including wall and/or floor plates.

- h. All unusual equipment modifications.
- i. Run sheets or field wiring details, indicating wiring types and quantities in each run or pathway.
- j. Patch panel assignment layout drawings.
- k. Elevation Drawings of each equipment rack, both front and rear as appropriate.
- l. All items of equipment, whether a stock manufactured item or custom-built item, shall be supported by complete and detailed schematic drawings and replacement parts lists. No "black boxes" or unidentified components shall be acceptable under this specification.
- m. Verification of the focal lengths of projection lenses to achieve the specified image sizes.
- n. Testing procedures, passing criteria and checklists for all systems included in this specification. Testing procedures are to include (at a minimum) testing methods, materials, equipment, and documentation of results to be provided
- o. **Note:** Submittals not providing testing procedures will be rejected.

1.20 SUB-CONTRACT

- A. In accordance with the General Conditions, no sub-contract will be permitted for the Contractor's responsibilities, as herein defined, unless specifically identified in the Bid submission and approved by the Owner.
- B. The Contractor shall have sole responsibility for the satisfactory implementation of each system, even though the Contractor may have sub-contracted a portion of the installation or had certain manufacturers install their own equipment.

1.21 COOPERATION WITH OTHER TRADES

- A. It shall be the responsibility of the Contractor to cooperate at all times, and to the fullest extent, with all trades doing work in the building, to the end that lost time, work stoppages, interference, and inefficiencies do not occur.
- B. It shall also be the responsibility of the Contractor to participate in the preparation of coordination drawings and attend coordination meetings, before and during construction, at the request of the Construction Manager. It is not anticipated that these meetings will be held more than once a week.

1.22 EQUIPMENT DELIVERY AND STORAGE

- A. All equipment delivered prior to installation shall be stored by the Contractor at their place of business. Costs of all shipping, and of all unusual storage requirements, shall be borne by the Contractor. The Contractor shall inform the Owner seven (7) days in advance of delivery to the site. It shall be the responsibility of the Contractor to make appropriate arrangements, and to coordinate with authorized personnel at the site, for the acceptance, handling, protection, and storage of equipment so delivered.

1.23 CLEANUP AND REPAIR

- A. Upon completion of work each day the Contractor shall remove all his refuse and rubbish from and about the premises, and shall leave the relevant areas and equipment clean and in an operational state. The Contractor shall be responsible for repairing any damage caused to the premises by the Contractor's installation activities, at no cost to the Owner.

1.24 OWNER TRAINING

- A. The Contractor shall provide on-the-job training by a suitably qualified instructor, to personnel designated by the Owner, to instruct them in the operation and maintenance of the systems. In the event the Contractor does not have qualified instructors on staff for certain sophisticated equipment, the Contractor will provide a manufacturer's representative for such instruction to the owner at no additional cost. All training shall take place after the systems are operational and accepted. Owner is to retain 5% of contract fee until final acceptance as defined under the General

Conditions.

B. There shall be a minimum of 12 hours, over four (4) sessions of end-user training included in this specification. The cost to train owner's personnel to service the equipment shall be listed separately in the Bid Master Pricing Table. Training shall be broken into and cover the following topics:

1. Day to day operation of the systems for Council and Commission meetings, including:
 - a. Operation of the control systems touchpanel
 - b. Operation of the conferencing microphone systems
 - c. Operation of the cameras and camera auto-tracking software
 - d. Operation of the wireless presentation appliance
 - e. Operation of the recording/streaming appliance, including streaming, recording/saving, publishing content
 - f. Operation of the display systems
 - g. Operation of the wireless microphone systems
2. Operation for public meetings and presentations
3. Procedures and operations for system malfunctions, including: frozen control panels, inoperative displays, malfunctioning audio DSP and IP transport systems – including resetting endpoints and/or switches
4. Procedures for cleaning and upkeep
5. Procedures for obtaining help-desk and service calls from the Contractor

1.25 PUBLICATION

A. No information relative to this job may be released for publication without prior written approval from the Owner or Owner's Representative.

1.26 INSURANCE

A. Refer to Section 5 of the General Conditions for Owner's insurance and related requirements.

PART 2 - PRODUCT

2.1 EQUIPMENT AND MATERIALS—GENERAL

- A. All equipment and components shall be new and the manufacturer's current model.
- B. All components and the system as a whole shall meet or exceed the minimum standards issued by the EIA and TIA.
- C. All work and materials in conjunction with this installation shall meet or exceed the provisions of the current edition of the California Electrical Code and other applicable codes.
- D. The materials, appliances, equipment, and devices shall be tested and listed by Underwriters' Laboratories, Inc. or other similar testing agency. The system shall be listed by U.L. or other testing agency, and each major component shall bear the manufacturer's name, catalog number, and U.L. or other testing agency label.
- E. The Contractor shall be responsible for providing a complete and fully functional system, including all necessary components, whether included in this specification or not.
- F. Pricing for Alternates shall be provided on the same document as the base bid, under a separate line item for each Alternate. All costs associated with each Alternate shall be included in the price for each. Alternates will be evaluated against the Base Bid equally across Bids when determining the lowest responsive Bid.

2.2 MANUFACTURERS

A. Listing of approved manufacturers for each component follows component description below and within the Appendix 'A' documents.

2.3 COMPONENTS

- A. The approved manufacturers, quantities, and model numbers as noted in the Appendix 'A' documents shall form the basis of the system. These are minimum requirements. The Contractor shall verify all quantities prior to ordering and installation. Quantities are provided for reference only. The Contractor is still responsible to provide a complete and working system without claim for additional payment. All equivalents and alternates must be approved by the Consultant prior to system installation.
- B. The Contractor shall furnish all equipment and work as noted on the drawings or specifications. Contractor shall follow the specific design references and account for clear design intent. In case of a conflict between the drawings and specification, furnish the equipment and work with the greatest cost impact.

2.4 EQUIPMENT

- A. Provide all equipment, including hardware devices, accessories, mounts and mounting hardware as per the Appendix 'A' Equipment List included in the drawings. Provide pricing and quantities, per manufacturer and model numbers listed.
- B. Where options and accessory selections exist that are not identified in Appendix 'A', provide pricing for base-line option, with finish, color or option selection to be determined through submittal process, by Architect and Consultant.
- C. Provide costs for all wiring, connectors, terminations, fasteners, labels, and miscellaneous hardware not noted by individual lines under then row so named in the Appendix 'A' section.
- D. Provide costs in the spaces provided, with the Bid Summary sheet to include totals for equipment, and related costs for:
1. Engineering time
 2. Pre-Installation labor and services
 3. Installation labor and services (on-site)
 4. General and Administrative Costs
 5. Total for all Scope and Work

2.5 WIRE, PLATES, SPLITTERS, BOXES

- A. AV plates (see drawings for details and qty): All panels and plates are to be constructed of engraved black laminate with 1/8" steel backing or engraved black anodized aluminum unless otherwise noted. All lettering is to be white and should be easily readable.
- B. Mic/Line Wire -- (qty as needed): 22AWG 2-conductor with shield.
1. Belden 9451
 2. West Penn 454
- C. Speaker Wire main speakers – (qty as needed): 12 AWG, 2 conductors, twisted pair with overall jacket.
1. West Penn 227
 2. Belden New Generation 5000UE
 3. Gepco 1200
- D. Cat6 wire – (qty as needed): UTP Cat6 8 conductor, 24AWG, overall PVC jacket.
1. Belden 2413
 2. West Penn 4246
- E. Cat6 wire – (qty as needed): F/UTP Cat6 8 conductor, 23AWG, overall PVC jacket. Foil over CAT-6 for all HD-BASE-T applications.
1. Belden 1351A
 2. West Penn 4246F

F. Refer to Part 3.1.D.16 table for complete list of acceptable wiring types for all AV applications.

PART 3 - EXECUTION

3.1 INSTALLATION PRACTICES

A. General

1. Installation shall include the delivery to the installation site, unloading, setting in place, fastening to walls, floors, ceilings, counters, or other structures where required, interconnecting wiring of the system components, equipment alignment and adjustment, programming and configuration and all other work whether or not expressly required herein which is necessary to result in complete and fully operational systems.
2. Prior to ordering equipment, the contractor shall coordinate the frequencies of all wireless devices to prevent unwanted interaction between devices and rooms. This includes, but is not limited to, wireless microphones, assisted listening system devices, wireless control panels, etc.
3. All accessories, including rack mounting hardware, power supplies, etc., shall be obtained from the original equipment manufacturer. Unless otherwise noted or specified, third party accessories shall not be used.
4. All installation practices shall be in accordance with, but not limited to, these specifications and drawings. Installation shall be performed in accordance with the applicable standards, requirements, and recommendations of National, State, and Local authorities having jurisdiction.
5. If, in the opinion of the Contractor, an installation practice is desired or required, which is contrary to these specifications or drawings, a written request for modification shall be made to the Owner and Consultant. Modifications shall not commence without written approval from the Consultant.
6. During the installation, and up to the date of final acceptance, the Contractor shall be under obligation to protect his finished and unfinished work against damage and loss. In the event of such damage or loss, the damage shall be replaced or repaired at no cost to the Owner.

B. Physical Installation

1. All equipment shall be firmly secured in place unless requirements of portability dictate otherwise.
2. All equipment shall have an engraved plaque permanently affixed, denoting its function.
3. Fastenings and supports shall be adequate to support their loads with a safety factor as per AHJ. All boxes, equipment, etc., shall be secured plumb and square.
4. Projectors, lenses, and mirrors shall be solidly mounted and braced or isolated, so that there is no observable movement in the image induced by motor vibration or other mechanical operations at the intended minimum viewing distance.
5. In the installation of equipment and cable, consideration shall be given not only to operational efficiency, but also to overall aesthetic factors.
6. All overhead equipment must have security cables attached to the building structure to assist in the prevention of loss as required by current California Building Codes.

C. Finishes, Trim and Escutcheon Components

1. To insure a proper finished appearance, the Contractor shall furnish and install trim/escutcheon components at all conditions where A/V components pass through the finished ceilings. This would include but not be limited to video projector supports, television monitor/receiver supports and any other component which is not specifically supplied with integral flanges/trim components; i.e. speaker mounts, assistance listening devices, etc.
2. The visible component of any trim should be minimal in size, preferably no wider than 1/2". All trim components at the ceiling plane shall be finished to match the approved ceiling finish. The audiovisual contractor should obtain a sample from the General Contractor, including any custom color information, or standard color numbers.
3. All visible components and finish options shall be submitted to the Owner and Consultant for review and approval prior to fabrication.

D. Raceway Systems and Cable Installation

1. All wire bundles are to be neat and combed free of cable crossovers.
2. All cables, regardless of length, shall be marked with a permanent, self-laminating wrap-around number or letter cable marker at both ends, similar to the Panduit "Pan-Code" system. Labels must be computer-generated for legibility. Wire labels done by hand in the field must be replaced with computer generated labels. There shall be no unmarked cables at any place in the system. Marking codes used on cables shall correspond to codes shown on drawings and or run sheets.
3. All cables shall be grouped according to the signals being carried. In order to reduce signal contamination, separate groups shall be formed for the following cable families:
 - a. Power cables
 - b. Control cables
 - c. Data cables (both IEEE 802 and proprietary signal types (HD-Base-T)
 - d. Video cables
 - e. Audio cables carrying signals less than – 20 dBm
 - f. Audio cables carrying signals between – 20 dBm and +20 dBm
 - g. Audio cables carrying signals above +20 dBm
4. As a general practice, all power cables, control cables, and high-level cables shall be run on the left side of an equipment rack as viewed from the rear. All other cables shall be run on the right side of an equipment rack, as viewed from the rear.
5. Cables ties shall be placed at appropriate intervals of no greater than six inches for vertical bundles, two inches for horizontal bundles.
6. All vertical cable bundles shall be attached to the rack frame.
7. All cables shall be continuous lengths without splices. All system wire, after being cut and stripped, shall have the wire strands twisted back to their original lay and be terminated by approved soldered or mechanical means. Except where noted otherwise in the specifications, NO BARE WIRE TERMINATIONS WILL BE ACCEPTED. Heat-shrink tubing shall be used to insulate the ground or drain wire. Unused wires at the end of a cable shall remain unstripped and shall be laid back and held in place with wire ties.
8. All solder connections shall be made with rosin-core solder using temperature-controlled solder stations. Care shall be taken to avoid cold or cracked solder joints. Any connections that do not appear to be clean and shiny, or which show signs of cracking, shall be re-soldered by the contractor before final acceptance of the system.
9. Mechanical connections using insulated, crimp-type connectors shall be bonded to the connector by soldering the wire to the metal part of the connector.
10. Connections made with screw actuated pressure type terminal strips shall be made by stripping approximately 1/4 inch of insulation from the stranded conductor. Then the un-tinned wire shall be inserted into the terminal and the screw tightened using a secure fitting precision screwdriver.
11. Terminal blocks, boards, strips or connectors shall be furnished for all cables which interface with racks, cabinets, consoles, or equipment modules. No audio cables shall run directly to the audio patch panel jacks. Each audio patch panel shall be furnished with an audio terminal block and all audio cables to and from the audio patch panel shall terminate on this block.
12. All wire markers shall face a common direction.
13. All cables shall have proper connector housing.
14. Cables shall not protrude from the back of racks.
15. All cable entry shall be through the tops of racks or through entrance holes in the base of the rack. No cable shall enter racks through front, rear or side panel openings.
16. Unless otherwise called for in these specifications and drawings, the following cables, or their approved equals, shall be used in these systems:

Type	Manufacturer	Non-Plenum	Plenum
RF-50 Ohm (Horizontal RG-8)	Times Microwave	Microwave	LMR400

RG-58 (50 OHM)	Belden	8262	82240
Video (SDI)	Belden	4505R	4505P
Control (4 conductor shielded)	Belden	1502R	1502P
Control (12 conductor shielded)	Belden	9556	6309FE
Audio (mic/line) (balanced or unbalanced stereo)	Belden	9451/1266A	9451P
Audio (analog production intercom, balanced stereo)	Belden	1266A/9451D	9451DP
Audio (8 Ohm program speakers)	Belden	8473	1861A
Audio (70 Volt Speaker)	Belden	8461	1863A
HD-Base-T (DM) CAT6a-F/UTP	Belden	10GX62F	10GX 10GX63F
Ethernet, AV-over-IP CAT6a UTP	Belden	10GX32	10GX 10GX33

Note: These cable types are cited to illustrate the type and quality of cable required. Unless otherwise noted, cables from other manufacturers, i.e. Canare, CommScope, Extron, Gepco, Liberty, etc. will be considered if data sheets indicating equivalency are submitted to Consultant for approval prior to installation.

17. All cables that can be terminated in the field (except video and pulse cables, which must be cut to an electrical length) shall be cut to the length dictated by the run. No splices shall be permitted in any pull boxes without prior permission of the Consultant. For equipment mounted on casters, in drawers or on slides, the interconnecting cables shall be provided with a service loop of appropriate length.
18. No cable shall be installed with a bend radius less than that recommended by the cable manufacturer.
19. Where cables are visible, the cables will be sheathed in a color wrap that has been submitted for approval by the Design Team.

E. Connection Plate Receptacles unless otherwise specified

1. Audio (microphone or line level) – XLR type.
2. Audio (loudspeaker level) – Neutrik Speakon®.
3. HD-Base-T – Neutrik Ethercon, Ruggedized RJ-45, CAT6A compliant, full-shielding for F/UTP applications
4. Audio over IP (Audinate Dante, AES67, AVB (IEEE 802.1 TSN) - Neutrik Ethercon, Ruggedized RJ-45, CAT6 compliant
5. 3G/12G SDI Video – BNC type (50 or 75 Ohm as required).
6. DVI (Inclusive of DVI-A, DVI-I and DVI-D signal types) – DVI-I type connector unless otherwise specified.
7. HDMI – HDMI 2.0b compliant with locking nut.
8. USB – USB Type A (for 2.0/3.0 applications), USB Type C (for 3.0/3.1 and later applications, including high-power charging).
9. Category 6/6A – RJ45 Type, full shielded body/barrel.
10. **Note:** All connectors on wall plates, or in other exposed locations, are to be recessed.

F. Patch Panel Assignments

1. All patch panels shall be wired so that signal “sources” (outputs from) appear on the upper row of a row pair; and all “loads” (inputs to) appear on the lower row of a row pair.

G. Patch Panel Designation Strips

1. All audio and video patch panel designation strips shall utilize alphanumeric identifications and

descriptive information. The jack position in each horizontal row shall be numbered sequentially from left to right. The horizontal jack rows shall be lettered sequentially from top to bottom. The alphanumeric identification of each jack shall be included on the functional block drawings, as well as on reproductions of these drawings, which shall be mounted in an appropriate location near the patch bays.

H. All IP switches furnished by the Contractor, whether specified by the Consultant or Owner, or not specified, shall be verified for use in their intended application by the manufacturer of the transport platform being supported by the IP switches in the systems. Applications shall include, but not be limited to:

1. AV-over-IP transport platforms, such as:

- a. Creston NVX
- b. Extron NAV
- c. AMX SVSi
- d. QSC Q-Sys

2. Audio-over-IP transport platforms, such as:

- a. AVB audio (refer to Part 3)
- b. Audinate Dante
- c. AES67 standard transport

I. Network switches provided shall meet the minimum bandwidth requirements, not only of the endpoint nodes, but also provide adequate switching and 'backplane' bandwidth to allow support of all endpoint nodes that will be in simultaneous use in the system or network segment in question.

J. Maintaining Ground Integrity

K. In order to minimize problems resulting from improper grounding, and to achieve maximum signal-to-noise ratios, the following grounding practices shall be adhered to in order to maintain the integrity of the grounding system:

1. General

a. Because of the great number of possible variations in grounding systems, it shall be the responsibility of the Contractor to follow good engineering practice, as outlined below, and to deviate from these practices only when necessary to minimize crosstalk, ground loops, ground-induced noise, and to maximize signal-to-noise ratios in the audio, video, and control systems.

2. System Power Ground

a. A single primary "system ground" shall be established for the system in each particular area. All grounding conductors in that area shall connect to this primary system ground.

b. The system ground shall be provided at the audio equipment rack for the area, and shall consist of a copper bar of sufficient size to accommodate all secondary ground conductors. A copper conductor having a maximum of 0.1 Ohms total resistance shall connect the primary system ground bar to the nearest approved ground. The Contractor shall be responsible for determining if the metallic conduit is properly electrically bonded to the building ground system.

c. Secondary system grounding conductors shall be provided between all racks, audio consoles, and audiovisual system equipment local to the area. Each of these grounding conductors shall have a maximum of 0.1 Ohms total resistance.

d. Under no conditions shall the AC neutral conductor, either in the power panel or in a receptacle outlet, be used as a system ground, except as specifically defined by NFPA 70 for bonding.

e. Ungrounded equipment with either an inline transformer or a 2-prong plug, shall be bonded to the rack bus bar using #12awg cable.

3. Audio Cable Shields

a. All audio cable shields shall be grounded at one point only. There are no exceptions. For inter and intra-rack wiring, this requires that the shield be connected at one end only. For ungrounded portable equipment, such as microphones, the shield shall be connected at both ends but grounded at only one end.

4. Video Receptacles

a. All video receptacles that are provided and installed by the Contractor shall be insulated from the mounting panel, outlet box, or wireway. Unless otherwise detailed herein, this shall be accomplished by using insulated-from-panel type receptacles.

5. Audio Receptacles

a. All audio receptacles that are provided and installed by the Contractor shall be insulated from the mounting panel, outlet box, or wireway. Unless otherwise detailed herein, this shall be accomplished by using insulated-from-panel type receptacles.

3.2 GENERAL SYSTEM PERFORMANCE STANDARDS

A. Unless restricted by the published specifications of a particular piece of equipment, or unless otherwise required under the Detailed Specifications, the following performance standards shall be met by each system. The signal paths for the above Performance Standards shall be as follows: From all source inputs to all signal destinations. See Contractor System Checkout 3.3 for testing procedures.

B. Analog Audio

1. Frequency Response: Within plus or minus 0.5dB, 20 Hz to 20,000 Hz
2. Signal to Noise Ratio: greater than 90dB (including crosstalk and hum at all input/output levels)
3. Total Harmonic Distortion: 0.05% maximum from 20 Hz to 20,000 Hz.
4. Input Levels

- a. Microphone (Nominal) -50dbu
- b. Overload (Minimum gain) -5dbu
- c. Maximum Gain..... -26dbu
- d. Line (Nominal) +4dbu
- e. Overload (Minimum gain) +24dbu
- f. Maximum Gain..... +9dbu
- g. Input Common Mode Rejection..... >100db Output Levels
- h. Line (Nominal) +4dbu
- i. Maximum..... +24dbu
- j. Output Impedance..... < 0.5 Ohms
- k. Load Impedance..... >150 Ohms

C. 3G SDI – Per SMPTE 424M

D. 12G SDI – Per SMPTE ST-2082

E. HDMI – Per HDMI Ver. 1.4b; HDMI 2.0b

F. DVI – Per DVI Ver. 1.0

G. Display Port Version 1.4

H. Audio Video Bridging (AVB)

1. IEEE 802.1AS: Timing and Synchronization for Time-Sensitive Applications
2. IEEE 802.1Qat: Stream Reservation Protocol (SRP)
3. IEEE 802.1Qav: Forwarding and Queuing for Time-Sensitive Streams
4. IEEE 802.1BA: Audio Video Bridging Systems

I. Audiovisual System, Control System and User Interface Programming

J. Control system user interfaces pages and programming shall be designed for this project exclusively. While there are a great number of design approaches to designing the user interface, the following guidelines shall be adhered to:

1. The use of custom system programming from prior projects and/or 'modules' provided by a given manufacturer or programmer may or may not meet the functional intent of the systems and work described herein. It is the responsibility of the contractor to meet the functional intent of the systems in this specification, including any and all necessary modification of program code or creation of custom modules as required.
2. The operation(s) of all system(s) are to match the functional intent already implemented at the owner's facilities as applicable.
3. All panels are to have the time and date as icons, in the same position on every page.
4. All panels are to have a title, indicating the piece of equipment and/or functionality being controlled.
5. Final programming shall include capability to remotely control all functions of the audiovisual system. Only functions required for normal use shall appear on top level pages while underlying "Tech Pages" shall provide access to full manufacturer's remote-control functionality.
6. Devices similar in nature shall be programmed to operate with a common format.
7. No individual component shall be programmed to function atypically.
8. Whenever the same button appears on more than one page, it will be in the same position on each page.
9. Where feasible, multi-level access to controls should be implemented. See paragraph "5", above.
10. During performance testing, all equipment shall be operated under standard conditions as recommended by the manufacturer.
11. Please see Detailed Specifications for further information on specific control system programming requirements.

3.3 CONTRACTOR CLOSEOUT DOCUMENTATION

A. Close Out Submittals

B. At the completion of the installation, the Contractor shall provide one (1) set of electronic copies, and to the Owner one (1) set of hard-copies of each of the following:

1. Test results, in "spreadsheet" format, of electrical audio and/or video performance testing for all systems end-to-end in every room and/or between rooms as applicable.
2. **Note:** It is the sole responsibility of the Contractor to fully test the audiovisual systems prior to Consultant check-out and verification. Until these test results are provided, no audiovisual systems check-out or verifications (functional or otherwise) will be performed by the Consultant. If any anomalies in system performance are detected, the Contractor shall correct these before performing any other tests.
3. Results of RF Spectrum analysis as used to establish available frequencies for wireless devices included in this contract.
4. Equipment manufacturer's operation manuals for each piece of equipment.
5. "As-built" drawings for every item indicated in the "Detailed Specification" sections of this specification as installed. A final, approved copy shall be placed in a metal pocket mounted on the inside of the rear door of the rack. Contractor to coordinate the preferred format (hard copy or digital) of these documents with the owner upon completion.
6. System functional block drawings showing all input and output circuit cable and terminal block numbers as well as all jack field circuit I.D. designations. A copy of these drawings shall be

framed in protective plastic and mounted near the equipment racks, or as otherwise directed by the owner.

7. A System Operation and Maintenance Manual. This manual shall be produced by the Contractor especially for the systems detailed herein. The "Operation" section shall describe all typical procedures necessary to activate each system to provide for the functional requirements as listed under the Detailed Specifications. Manuals will use graphical representation of touch panel screens, as to easily be identified by user. Owner's Manuals and/or Operations manuals supplied by manufacturers for a given piece of equipment, though required, are not acceptable substitutes for these materials.
8. The reader of this manual shall be assumed to be technically competent, but unfamiliar with this particular facility. Additionally, the Contractor shall provide a single page of basic operating instructions for each room, and other audio-visually equipped spaces.
9. The "Maintenance" section shall provide a recommended maintenance schedule with reference to the applicable pages in the manufacturer's maintenance manuals. Where inadequate information is provided by the manufacturer, the Contractor shall provide the information necessary for proper maintenance.
10. In addition to the Operation and Maintenance Manual(s), the contractor shall provide a simplified user's guide ("cheat sheet") for each audiovisual system.

C. Acceptance Testing

1. System acceptance testing shall not be conducted until all final "as-built" drawings, manuals and operational testing have been completed and documentation has been submitted for Consultants review.
2. Acceptance testing shall be conducted with AV Contractor, Consultant, and Owner in attendance.
3. Contractor shall demonstrate that all components of the Audiovisual Systems are in proper working order and comply with specifications.
4. At time of acceptance testing, all items found to be outside of specification requirements; Owner requirements, code requirements or general installation practices shall be added as new items to the final Punch List. All items found outside of specification requirements shall be fully functional prior to final acceptance of system.
5. The AV Contractor shall compile an inventory of installed equipment prior to time of acceptance testing and compared against equipment listed in contractual documents.
6. Acceptance testing may be suspended by Consultant if Audiovisual Systems are not complete and operable, equipment failure occurs, or installation is not in accordance with specifications. AV Contractor shall be responsible for any costs incurred by Consultant for additional site visits required to complete acceptance testing.

D. Software Documentation

1. As part of the audiovisual control system the AV Contractor shall enter into a software license agreement with the Owner for all custom software interfaces provided as part of this contract. Unless specifically agreed to separately by the Owner and Contractor in subsequent documents holding precedence, the following sample software license agreement shall be adhered to.

"Sample Software License Agreement"

This Software License is made by AV Contractor to Owner as an essential element of the services to be rendered by the AVC as defined in the system specification and any associated documents.

Owner and AV Contractor agree that this Software License is deemed to be part of, and subject to, the terms of the Agreement applicable to both parties.

SECTION 1

LICENSE GRANT AND OWNERSHIP 1.1

The AV Contractor hereby grants to Owner a worldwide, perpetual, non-exclusive, non-transferable license to all software for Customer's use in connection with the establishment, use, maintenance and modification of the system implemented by the AVC. The term "Software" for the purposes of the license agreement shall refer to all source code, executable object code, and the patches, scripts, modifications,

enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the system as delivered by the AVC and accepted by the Owner.

1.2

Except as expressly set forth in this paragraph, the AVC shall at all times own all intellectual property rights to the software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the system shall be delivered to Owner for the sole benefit of Owner.

1.3

Owner may supply to the AVC or allow the AVC to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Owner. All such intellectual property shall remain the exclusive property of Owner and shall not be used by the AVC for any purposes other than those associated with delivery of the system.

SECTION 2

COPIES, MODIFICATION, AND USE

2.1

Owner may make copies of the software for archival purposes and as required for modifications to the system. All copies and distribution of the software shall remain within the direct control of Owner and its representatives.

2.2

Owner may make modifications to the source code version of the software, if and only if the results of all such modifications are applied solely to the system. In no way does this Software License confer any right in Owner to license, sublicense, sell, or otherwise authorize the use of the software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the system as part of Owner's business.

2.3

All express or implied warranties relating to the software shall be deemed null and void in case of any modification to the software made by any party other than the AVC.

SECTION 3

WARRANTIES AND REPRESENTATIONS

The AVC represents and warrants to Owner that:

3.1

It has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Owner;

3.2

The goods and services provided by AVC under this Software License, including the software and all intellectual property provided hereunder, are original to the AVC or its subcontractors or partners; and

3.3

The software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation.

3.4

The AVC further represents and warrants that, throughout the System Warranty Period, the executable object code of software and the system will perform substantially in accordance with the System Specifications and this Agreement. If the software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the Specification and in the Agreement.

3.5

Subsequent to system certification, source code changes and/or additional programming, whether requested by Owner or performed by AVC, will be warranted by the vendor for a period of one (1) year, with the vendor responsible for the diagnosis and repair of any erroneous Software. The vendor shall ensure that the current program is saved to a portable electronic media format and delivered to the Owner as part of the close-out documentation. No program resident in a control system shall be overwritten until a back-up of the resident program is written and turned over to the Owner.

3.6

An acceptance test will be performed for a ten (10) day period, during which changed or additional code

must perform accurately and error free.

SECTION 4 INDEMNIFICATION

4.1

The AVC hereby indemnifies and shall defend and hold harmless Owner, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any breach or alleged breach of the Agreement or any damage or claimed caused or alleged to have been caused by the negligent or willfully wrongful act or omission of Contractor or any of its subcontractors, agents, officers or employees, or any third party claims that the software or system here provided by the AVC infringes or otherwise violates any rights of any such third party.

4.2

Owner hereby indemnifies and shall defend and hold harmless the AVC, its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Owner's use of the software in contravention of the grant of rights infringes or otherwise violates any rights of any such third party.

4.3

Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection and approved by indemnity, such approval not to be unreasonably withheld.. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

SECTION 5

TRANSFER AND TERMINATION

This license will automatically terminate upon the disassembly of the system subject to Section 4.1, unless the system is reassembled in its original configuration in another location.

The AVC may terminate this license upon notice for failure to comply with any of the terms set forth in this Software License. Upon termination, Customer is obligated to immediately destroy the software, including all copies and modifications."

2. The Bidder shall offer an annual "Software and Firmware Maintenance" contract. This shall cover all software and firmware provided as part of this system and/or written for this system, and shall include both routine upgrades to applications and operating systems, as well as any modifications to software that may be required by any manufacturer. The Software Maintenance contract shall commence immediately after expiration of the warranty period, and continue for three (3) years.

E. Distribution

1. Three copies of the above documentation will be retained by the Owner.
2. One copy of the above documentation will be retained by the Architect.
3. One copy shall be delivered to the Owner's Representative prior to the System Commissioning.
4. At least one copy of the above documentation will be retained by the Contractor.

F. Procedure for Resubmitting

1. Make corrections or changes in O & M and/or Record Drawings as required by the Architect and resubmit when the Architect's stamp requires re-submittal.
2. Clearly identify changes made other than those specifically requested by the Architect when resubmitting Record Drawings. Changes shall be clouded or similarly highlighted as coordinated with the Architect. Only changes that have been specifically requested by the Architect or have been clouded by the Contractor will be reviewed on resubmittals.
3. Any drawing sheets added to the resubmittal shall be clearly identified and clouded, and shall

not change the sheet numbering scheme for previously issued Record Drawings.

4. The Contractor shall be responsible for any delays caused by the re-submittal process.

3.4 CONTRACTOR SYSTEM CHECKOUT

A. Before Commissioning Tests are scheduled, the Contractor shall perform his own system checkout based upon an approved testing procedure for the systems. The Contractor shall furnish all required test equipment and shall perform all work necessary to determine and/or modify performance of the system to meet the requirements of this specification. The Contractor shall submit a testing plan (refer to 1.18-A.-15) for approval by the individual or firm representing the Owner during the Audiovisual Installation. At a minimum, the following sub-components of the Audiovisual System shall be tested and verified:

1. Cable and Connectors

- a. All cables and connectors shall be tested and verified to comply with the manufacturer's specifications and design intent.
- b. Cable test results shall be submitted in advance of the Commissioning for review by the Owner's Representative.

2. Devices

- a. All devices shall meet the functionality as specified by manufacturer.
- b. If any device is found to deviate from the manufacturer's functionality it shall be replaced by the Audiovisual Systems Contractor at no cost to the Owner.

3. Signal Types

- a. The Audiovisual System shall be tested to comply with all video and audio standards as specified in the Performance Standards section.

4. System Function

- a. The cables and connectors, devices, and signal types shall meet the functional requirements as specified by their respective manufacturer and the Consultant.
- b. Acceptable testing procedures may include but is not limited to that which is described in the detailed specifications such as (streaming, push-to-talk, annotation, etc.)

5. Document that all matrix switching crosspoints have been tested and verified.

6. Test all audio and video systems for compliance with the Performance Standards, using the example procedure outlined in Appendix A:

a. Test Equipment.

- i. The following test equipment (or submit equivalent for approval) shall be used to test the systems on site:

a) Video Testing:

- i) Digital video and Audio test generator, Extron VTG 400 DVI
- ii) Digital Video test generator with EDID and HDCP components, PureLink HDG-8000 PRO
- iii) Media and portable hardware (i.e laptop) representative of all types found in the subject system including but not limited to Blu-ray™ players and discs (provide discs with and without HDCP encrypted content), mobile PC/Tablets.
- iv) Video cable
- v) Set of terminations, 'T' pieces etc.

b) Audio Testing:

- i) Time based measurement system, Goldline TEF20 or SIA Smaartlive with laptop PC, calibrated omnidirectional mic, and appropriate interfaces
 - ii) Audio test set, Audio Precision ATS-1DD
 - iii) Media representative of all types found in the subject system
 - iv) Audio cables as required to connect test equipment to the system
 - v) Set of terminations, adapters etc.
- c) Gain Setting
- i) Adjust all systems (end to end within a system) for maximum signal-to-noise ratio. No hiss should be audible through any loudspeaker at the completion of gain structure setting, and all audio gain stages should clip simultaneously.
- d) Signal Paths - Video/Audio
- i) Connect the output of the video signal generator to a floor box/table/rack connector and select the "Full Field Color Bar" signal. Connect the combined waveform monitor/vector-scope to a final output point, e.g. an input to a picture monitor or video projector. Ensure that the test signal is routed to the selected output.
 - ii) Measure and record the signal amplitudes.
 - iii) Repeat item 'i' after selecting the "Multi-burst, 50 IRE" test signal.
 - iv) Measure and record the signal amplitudes.
 - v) Repeat item 'i' after selecting the "Modulated 5-step" test signal.
 - vi) Measure and record the signal differential phase and gain.
 - vii) Repeat item #'s 'i' through 'vi' for other video signal paths.
 - viii) Repeat item 'i' after selecting the Window test signal.
 - ix) Measure and record the signal line and field tilt.
 - x) Repeat item 'i' after connecting the Black Burst signal from a rear mounted connector.
 - xi) Measure and record the signal/noise ratio.
 - xii) Connect the output of the audio test set to a floor box/table/rack program audio connector and connect the input of the audio test set to a final output point, e.g. an input to a program speaker power amplifier. Ensure that the test signal is routed to the selected output, that the volume control is set to 100% and that the equalizers are bypassed.
 - xiii) Measure and record the signal/noise ratio, total harmonic distortion and frequency response.
 - xiv) Repeat items 'xii' and 'xiii' for other audio signal paths.
 - xv) Connect the output of the audio test set to a floor box/table/rack speech audio connector and connect the input of the audio test set to a final output point, e.g. an input to a speech speaker power amplifier. Ensure that the test signal is routed to the selected output, that the volume control is set to 100% and that the equalizer is bypassed.
 - xvi) Measure and record the signal/noise ratio, total harmonic distortion and frequency response.
 - xvii) Repeat items 'xv' and 'xvi' for other audio signal paths.

- xviii) Connect the output of the signal generator to a floorbox/table/rack 'Left' and 'Right' connectors and select the 1kHz tone. Check that the signal is emitted from the left and right program speakers.
- xix) Repeat item 'v' for other audio connection location.

e) HDMI

- i) Using an appropriate HDMI generator, HDCP enabled, test for correct resolution and timing of all HDMI input signals and signal transmission coming into the display using the entire cabling path to the extent possible.
- ii) Test each HDMI input to verify working condition.
- iii) Test and verify video type, picture and audio.
- iv) Verify HDCP sources can be routed to all destinations.
- v) Verify EDID configuration and functionality.
- vi) Verify CEC functionality (if being implemented) and that automatic CEC functions do not affect the display.
- vii) Verify displays can switch between and display different resolutions and color space.
- viii) Verify images are stable, no scaling artifacts or latency.

f) HDMI 2.1

- i) Future capabilities to include: 4K@120 up to 8K@60, resolution up to 10K, 48 Gbps b/w uncompressed, backwards compatible, eARC, VRR, QMS, QFT, ALLM.
- ii) 4K
 - 1. Test and verify HDMI cables and product can support 4K functionality when connected to a 4K device.
 - 2. Test and verify HDMI can transport 4K video at 50-60 frames per second, support 4096 x 2160 (UHD 3840 x 2160) resolution, color bit depth 10bit up to 12 bit.
- iii) Data rates
 - 1. Test and verify HDMI can pass data rates at a minimum of 10.2 Gbit/s and up to 18.0 Gbits/s.
- iv) Refresh rates
 - 1. Test and verify product can support common refresh rates up to 120Hz.

g) KVM/USB

- i) Test and verify USB-passes high speed, functional, electrical, mechanical and legacy compliance testing.
- ii) Can use a USB test tool analyzer or software test package to verify driver and hardware interoperability.
- iii) Test and verify USB 2.0, 3.0, or 3.1 performance pertaining to system design.
- iv) Test and verify that USB host and endpoint function correctly for its

intended application.

v) If using USB as a controller:

vi) Verify that host can recognize attached devices and install appropriate drivers.

vii) Verify power budget if connecting to multiple devices, that power does not exceed manufacture specified power requirements.

viii) If using USB or KVM extenders, test and verify all data cables and connectors pass conformance testing. This includes but not limited to data rates, skew, return loss, resistance etc. according to test manufacture specifications.

h) HD-Base-T

i) Test and verify all data cable and connectors pass conformance testing. This includes but not limited to data rates, skew, return loss, resistance etc. according to test manufacture specifications.

ii) Test and verify audio source and video source from point of origination through HD-Base-T system to the destination functions correctly.

iii) Test and verify rs232 control functionality.

iv) Test and verify HD-Base-T system functions within system configuration.

i) Streaming

i) Bit Rate – image quality, 8-15 Mbps

ii) Latency - ensure that a minimal level of audio quality and latency are sustained so as to not degrade the user experience.

iii) Buffer – how long before the video loads and ready to watch.

iv) Lag – is the playback smooth, watch and wait time.

v) Does the network service provided by the ISP furnish the necessary QOS to acquire, render, search, broadcast and deliver content for the intended application?

ix) Check that the image is correctly displayed on the picture flat panel display(s) and/or by the video projector.

j) Display Set-up and Calibration:

i) Set up display for intended usage per manufacture recommendations.

ii) Allow display to warm up to standard operating temperatures.

iii) Setup and verify that display is set to its native resolution

iv) Setup and verify correct aspect ratio, verify no overscan or underscan.

v) Bring up a proper test pattern.

vi) Perform colorimetry calibration.

vii) Set pixel clock and phase as required.

viii) Use a black PLUGE pattern, or appropriate test pattern generator to set black level.

ix) Use a white PLUGE pattern, or appropriate test pattern generator to set white level.

B. At the conclusion of the tests, return all equipment settings to previously calibrated positions.

C. Provide written records of all test results in spreadsheet form.

- D. Check all control functions, from all controlling devices to all controlled devices, for proper operations.
- E. Adjust, balance, and align all equipment for optimum quality and to meet the manufacturer's published specifications. Establish and mark normal settings for all level controls, and record these settings in the "System Operation and Maintenance Manual".
- F. Check all optical projection images for average light level, light fall-off, and image alignment and size to comply with the Performance Standards and specifications drawings. Check to determine that all projectors, projector bases, carts, tables, and mirrors are rigid and vibration-less in operation.
- G. Maintain documentation of all performance tests for reference by the Owner's Representative during the Commissioning.

3.5 COMMISSIONING TESTS

- A. Commissioning Tests will not be performed until the Contractor's System Checkout has been completed and the test results have been reviewed. The Commissioning Tests will be supervised by the Owner's Representative and shall consist of the following at a minimum:
 - 1. A physical inventory of all equipment on site and will be compared to equipment lists in the contract documents.
 - 2. The operation of all system equipment shall be demonstrated by the Contractor.
 - 3. Review of final As-Build documentation as described in the "Contractors Documentation" section of this specification.
- B. Both subjective and objective tests will be required by the Owner's Representative to determine compliance with the specifications. The Contractor shall be responsible for providing test equipment for these tests.
- C. In the event further adjustment is required, or defective equipment must be repaired or replaced, tests may be suspended or continued at the option of the Owner's Representative.
- D. Any charge for additional time incurred by the Owner's Representative required to over-see the system tests, due to improper system installation or previous failed systems, shall be the responsibility of, and charged directly to the contractor.
- E. **Note:** As noted in 1.5, "Warranty Statement" and 1.6 "Preventative Maintenance & Service Contract," Warranty and Preventative Maintenance Periods shall commence after final commissioning by both the Owner and Consultant.

3.6 SERVICE IDENTIFICATION PLATE

- A. All installations shall bear the following service identification plate, supplied by this contractor, mounted on the front of the main rack at the top, using the Maven Pro typeface:

SYSTEMS DESIGNED BY:
ABD Engineering & Design, Inc.
321 SW 4th Avenue
Suite 700
Portland, OR 97204
503-444-5656

SYSTEMS FABRICATED, INSTALLED & SERVICED BY:
(This Contractor)

Engraving shall be white filled lettering on a black background or as appropriate to the identification plate material.

PART 4 - APPENDIX A – EQUIPMENT LISTS

A. See the attached Appendix for the equipment lists for the audiovisual systems. These lists are provided for the bidding process

END OF SECTION 274100

SECTION 27 41 20 – COUNCIL CHAMBERS AUDIOVISUAL SYSTEMS

PART 1 - GENERAL INFORMATION

1.1 OPERATIONAL SUMMARY & SCOPE

- A. This section of the specification describes the functional details of the audiovisual systems to be furnished and installed in the Council Chambers of the City of Ukiah.
- B. The Systems in the Council Chambers are to be a complete replacement of all systems components, hardware, cabling, connectors and associated devices. Essentially, this project is a “forklift upgrade” of the AV systems, and shall be bid as such.
- C. The Systems Scope shall include interfacing new AV systems to an existing SDI-to-fiber ingest device, which is connected to the demarcation cabinet of the local community access television provided for the City (Comcast, herein referred to as “CATV”) All systems owned and operated by CATV shall be left-in place for the duration of the project. If, for whatever reason, CATV equipment needs to be moved or relocated to enable Work, the Owner and their designated CATV representative shall be informed ahead of the Work, and allowed to relocate, remove and/or reposition equipment to allow the necessary Work.
- D. **BID ALTERNATE ‘A’** - The Scope shall include replacement of existing lighting switches for control of two (2) 277 Volt switched and two (2) 120V dimmable circuits. Lighting controls shall include coordinated work to install controller cabinet, controller, and switching/dimming modules in the existing electrical room – adjacent to the existing lighting panelboards. Existing wall switches to be replaced with new low-Voltage keypads and provide integration to the AV Master Control Processor for control through the Clerk’s touchpanel.
- E. Events hosted in this space will include, but not be limited to:
 - 1. Council Meetings – These meetings are also recorded as official records, along with voting tallies, minutes, and audio and video content to the CivicPlus system under contract to the City.
 - 2. City staff and management meetings – Internal meetings with audio-conferencing and web-conferencing, using an Owner PC hosting UC software.
 - 3. Related Public and Community Meetings – Public meetings with or without recording or conferencing.
 - 4. Meetings with confederate organizations – Internal and Web-conferences with partner City authorities and related organizations, including public programs such as documentary festivals.
- F. All systems shall be dedicated and permanently installed as described above and, in the following, ‘functional’ descriptions.

1.2 RELATED WORK

- A. Installation of new or modified wall boxes, pathways, floor-box fittings (excluding any plates and connectors to be provided by the contractor).
- B. Modification of ceiling, ceiling soffits and wall finishes as needed to install items in paragraph A above, as well as new motorized projection screen, projector, loudspeakers, cameras and associated equipment.
- C. Modification of existing millwork, including dais, podium, Clerk’s desk, table and other FF&E items, including coordination with the City’s project manager, carpenter’s and related City subcontractors.
- D. Telephone and telecommunications jacks and special telecom outlets not related directly to AV, (LAN/WAN, Wireless access points (WAPs), PTSN/POTS, etc.).
- E. Provide in accordance with Section 27 41 00 – Audiovisual Systems.

1.3 SYSTEM INTERCONNECTION & FUNCTIONAL DESCRIPTION

A. Functional intent

1. The Systems provided in the room, and general layout shall consist of the following locations and associated functions:

a. The dais will seat up to 7 positions, with the following positions:

i. The Clerk's position is at a dedicated table at the front-center of the dais. Functions at the Clerk's position shall include:

a) Control of the room systems – including:

- i) Presentation source: Dais seat HDMI – including ones at the Clerk's own position, Podium HDMI, Clerk's PC (UC/Web-conference & CivicPlus host), Wireless presentation appliance, Recording/streaming device output and interface to CivicPlus software.
- ii) Control of presentation destination displays, Flat-panel-display (All), front or rear flat panel displays, or projection system
- iii) Response to request-to-speak and moderator controls of conference microphone systems, including mute all or selective muting
- iv) Start, Stop, and Pause of the room recording/streaming appliance, as well as Write/Save and Playback functions
- v) Control of room lighting – per **Bid Alternate 'A'**
- vi) Control of room volume and audio/video muting
- vii) Control of room PTZ Camera selection, camera position and camera presets, including:
- viii) Control of the auto-tracking camera functions, including hosting auto-tracking client software

b) A local PC, on the secure City enterprise network, to host City content as well as UC/Web-conferencing software, and CivicPlus web-interface/client software

c) A captive cable box with a local HDMI cable input, as well as pass through for USB cables, and 120V power and USB power for a laptop and smart-devices.

d) A gooseneck microphone/speaker unit, as part of the conference/discussion microphone system in the room.

e) A pair (2) of desktop monitors and stands to display the local PC, as well as selected program content being displayed on the Main Room display as well as Dais displays – which may include the Clerk's laptop extended desktop.

ii. Five (5) current, plus two (2) side positions for City Attorney and City Manager, with the Council President at the centermost position. Each position features:

a) A gooseneck microphone/speaker unit, as part of the conference/discussion microphone system in the room.

b) A captive cable box with a local HDMI cable input, as well as pass through for USB cables, and 120V power and USB power for a laptop and smart-devices. (shared per two (2) seats)

c) A desktop monitor and stand, which will duplicate the content also shown on the Main Room display.

- iii. A table to the audience-right of the dais, which will serve two (2) city employees in attendance, along with wireless gooseneck microphones and a table box with local HDMI cable input, as well as pass through and 120V and 5V USB power.
- iv. A podium, at the center of the dais, between the audience and the Clerk's position, to allow presentation by speakers from the public, guests, and staff. The podium will also feature:
 - a) A gooseneck microphone unit, as part of the conference/discussion microphone system in the room.
 - b) A captive cable box with a local HDMI cable input, as well as 120V power
 - c) Devices in the podium will be routed via cabling to the room systems through a pass-thru pathway to the clerk's desk/dais, where they can be fed into the room systems via dais pathways.
- b. The Audience area and perimeter of the Council Chambers will include:
 - i. Wireless microphone systems to accommodate presenters and small tabled conferences.
 - ii. Ceiling microphones to pick up audience questions and discussion
 - iii. Wireless presentation appliance, for presentation of content over Wi-Fi from user devices, including Windows, OSX, iOS, Android, Chromecast and others.
 - iv. Wall mounted columnar loudspeakers for voice amplification and program audio
 - v. Reuse of existing soffit recessed ceiling speakers, and amplified zone serving the Chambers and adjacent corridor passages.
 - vi. Reused of the existing circuit shall be on a separate DSP output zone, and allow selective control of the use of, level and muting of these speakers by the Clerk's control panel.
 - vii. A 72-76MHz RF assisted listening transmitter and antenna, for ADA compliance, as well as an associated ALS-over-Wi-Fi appliance to allow listening over smartphones and earbuds using the guest network and associated app
 - viii. A pair of wall-mounted 98" Flat panel displays, behind the dais, in each corner for display of content as selected by the Clerk using the room control system
 - ix. A pair of wall-mounted 75" Flat panel displays, one to each side of the audience area for display of content as selected by the Clerk using the room control system, with the ability to provide legibility for those in the audience furthest from the behind dais displays.
 - x. A ceiling mounted video projector and motorized projection screen, for display of program content when the room is being used for non-Council programs and events.
 - xi. Two (2) high-definition PTZ cameras, mounted at the front and rear of the room at the base of the perimeter soffit, to capture wide views of the audience, and framed views of the entire Council and City representatives.
 - xii. One (1) high-definition, high-performance PTZ camera, mounted in the (audience) center-left portion of the room soffit, with the ability to auto-track speakers and audio sources in the room and focus on those sources.
 - xiii. **Bid Alternate 'A'** - Replacement of existing 277 Volt and 120Volt dimming wall-mounted light switches, with a simple lighting control system that allows remote control of the circuit/zone switching of existing center fixtures, as well as dimming and switching of perimeter recessed accent lighting.
- c. The Existing AV Equipment Rack and IDF Room:

- i. The AV headend will be located in a new Owner Furnished (OFE) replacement AV rack, and share space with the existing CATV ingest point and demarcation enclosure. Contractor to coordinate turnover of rack from Owner, and transport to shop for integration of equipment and required accessories.
- ii. The AV headend will use existing pathway and electrical power.
- d. The Existing Lobby and Building entry will include:
 - i. Reuse of existing speakers, speaker zone and amplifier circuits for selective overflow audio into the Lobby space through the control system
 - ii. Reuse of existing speaker(s), speaker zone and switched amplifier circuit for selective overflow/broadcast to the speaker(s) at the exterior entrance of the building.

B. Display Systems

1. Provide and install a pair of 98" diagonal flat panel displays. Each display shall be mounted on a bolt-down stand that will suspend the display in the corner behind the dais as close to the underside of the perimeter soffit as possible while retaining serviceability. Supporting infrastructure shall be located on the wall, centered behind each display. The supporting AV-over-IP decoder shall be mounted to the backside of the display mount.
2. Provide and install a pair of 75" diagonal flat panel display at each side of the audience area, as per the plan drawings. Each display shall be mounted on a low-profile mount to ensure the total depth of the display from the wall is less than 4" in order to meet 2010 ADA. A recessed service enclosure shall be provided behind each display to provide power/data connectivity as well as the supporting AV-over-IP decoder.
3. Provide and install a ceiling mounted projector, suspended from a recessed projector service enclosure and mount. Coordinate access to and modification of the existing ceiling space and system with the Owner's Project Manager. Verify specified lensing with field conditions and confirm prior to procurement.
4. Provide and install a surface ceiling-mounted motorized tab-tensioned projection screen from the angled face of the soffit at the front of the room as per the plan drawings. Provide necessary extension 120V circuit to power the screen as well as projector. Provide all necessary low-voltage control cabling and interface to the AV control system processor. Provide and install mounting hardware to mount screen case to the angled surface of the soffit and maintain the case's and screen's orientation plumb to the floor.
5. Provide and install 22" tabletop LCD monitor displays at the dais, as per the plans. Provide desktop VESA mounts to allow the use of the monitors while minimizing the appearance of the monitors from the audience view over the dais top.

C. Video Systems

1. Provide and integrate an HDMI distribution amplifier at the dais, within the dais millwork, to provide signal to the 22" monitors at the dais.
2. Provide and integrate AV-over-IP decoder units at display devices as per the drawings. Provide appropriate mounting to the millwork or display backing structure.
3. Provide and integrate AV-over-IP encoder/decoder units as per the drawings. Provide integration of USB2.0 KVM or signal transport as per the drawings. Provide audio breakaway routing to the decoder unit to be fed into the audio DSP as room program audio.
4. Provide and integrate AV-over-IP encoder units at source devices as per the drawings. Provide appropriate mounting within dais millwork.
5. Provide and integrate an under-table 8x1 HDMI switcher at the dais to allow selection of HDMI inputs at the dais table boxes to be sent to the encoder for display/recording.
6. Provide and integrate ceiling-mounted HD PTZ cameras in the ceiling soffits as per the RCP drawings and schematics. Cameras shall provide output of HDMI, USB2.0/3.0 video and IP H.264/AVC streaming content. H.264 content to be sent to a decoder for ingest to the recording/streaming device, as well as to the CATV feed. Provide and integrate an active USB3.0 extension cable to feed front of room camera content to the OFE PC at the dais, used

for UC/Web-conferencing applications.

- a. Provide and integrate camera control software client to enable auto-tracking camera functions on the center camera of the room. Coordinate installation of software with Owner's IT management.
7. Provide and integrate a wireless presentation appliance to allow display of HD/UHD content from a variety of user platforms over Wi-Fi, using an application, Apple Air-Play, Miracast, Chromecast and other supported platforms. Coordinate provisioning of guest and/or enterprise Wi-Fi integration with the Owner's IT group.
8. Provide and integrate a recording and streaming appliance at the equipment rack, on a pull-out rack shelf. The recording/streaming appliance shall provide two HDMI inputs for side-by-side/PIP recording of two sources (typically content + video from the web-cam or camera feed from CATV, as per the drawings), as well as audio. Recording shall be to an SD card slot. Operation is through the device touch-panel display as well as a page in the control systems' touchpanel to allow session record 'start', 'stop', 'pause', 'write/save', and playback commands.
9. Provide and integrate an HDMI distribution amplifier at the rack to provide signal to the recorder and feed to the converter supplying presentation content to CATV.
10. Provide and integrate an HDMI-to-3/12G-SDI converter to provide content to the CATV SD-SDI ingest/transport interface. Coordinate provisioning with the Owner and CATV representative.
11. Provide and integrate, at each dais input location, a 'keyring' of common adapters for use by staff, as per Appendix 'A'.

D. Audio Systems

1. Provide and integrate a conferencing microphone system of modular components that include:
 - a. Conference microphone base unit: Flush mount in the podium, without monitor speaker
 - b. Conference microphone base unit: Flush mount in the dais, with speaker for voice & program reinforcement
 - c. Conference microphone gooseneck units, in 16" and 20" lengths, as per the drawings, for use with the base units
 - d. Conference microphone modular interface: to connect base units to series transport to Control Unit. Provide under-table mounting brackets to secure modules within dais millwork/cabinets.
 - e. Conference microphone central control unit: with power supply, in equipment rack. To provide input/output to/from the audio DSP for output to room speakers & audio feeds to record/CVTV, as well as return mix-minus feeds to tabletop base unit speakers.
 - f. Provide and integrate using manufacturer shielded CAT6/6A cables or following manufacturer requirements for use of 3rd party cabling.
2. Provide and integrate a system of surface ceiling-mounted beam-forming beam-tracking microphones and AVB interface to audio DSP systems. Provide in-ceiling cabling and infrastructure to connect microphones to power/interface unit, and from interface to equipment rack network switch dedicated to AVB.
 - a. Provide and integrate extension microphone units as per plans and Appendix 'A'.
3. Provide and integrate a system of digital FM RF wireless microphone systems as per the drawings and Appendix 'A'. System shall be a 500MHz range system with AES-256 encryption. Include all mounting accessories, RF distribution, antennae, lithium-ion batteries and charging accessories. Provide wireless survey and frequency coordination plan as per Section 27 41 00. Wireless mic system shall include:
 - a. Dedicated receiver system with belt-pack transmitter with lavalier omnidirectional capsule.

- b. Dedicated receiver system with handheld dynamic transmitters.
 - c. Dedicated receiver system with tabletop transmitter and 10" gooseneck microphones with supercardioid elements.
 - d. Dedicated receiver system with tabletop boundary layer transmitters.
 - e. Dedicate tabletop plug-in battery charging system for transmitter bases and batteries.
 - f. Rackmount RF distribution amplifier, with power supply outputs, and cascade output to feed additional DA's.
 - g. Associated dipole antennae and mounting brackets for mounting of antenna above RF-transparent suspended ceiling. Provide manufacturer recommended orientation for polarization plane of transmitters used in the environment.
- 4. Provide and integrate a rackmount audio DSP processor as per the drawings and Appendix 'A'. DSP shall provide 12x8 analog I/O, with AEC hardware on each input, both Ethernet and AVB network connectivity, VoIP/SIP and POTS dialer interfaces. Provide integration to AVB switch and associated AVB network equipment. Provide integration of SIP or POTS dialer and coordinate with Owner's IT group for provisioning of port(s)/line(s) for audio-conferencing.
 - 5. Provide and integrate a rack-mounted audio distribution amplifier to provide split output fed to both the in-room recording/streaming appliance, as well as to the back-wall media feed panels and portable press box unit, as needed.
 - 6. Provide and integrate a rack-mount audio power amplifier to drive the main reinforcement speakers in the room. Amplifier shall be a two-channel, low-impedance type of 100 W per channel. Include rack-mount kit.
 - 7. Provide and integrate a pair of wall-mounted column loudspeakers with adjustable equalization and vertical directivity curves for its application. Provide aiming bracket and locate as per the drawings.
 - 8. Integrate existing ceiling speakers, amplifiers and zones to outputs from the DSP as per the drawings. Verify function of existing hardware and adjust as needed. If non-functioning, identify issues affecting function to the Owner and Consultant with suggestions for remediation.
 - 9. Provide and integrate an assistive listening system to meet ADA requirements for public assembly areas. ALS system shall combine a FM transmitter and antenna with a supplemental system using the guest Wi-Fi network for use by users with smartphones and earbuds, using the manufacturer 'app'. Coordinate provisioning on the guest network with the Owner's IT group. Provide kit with included IR receivers, earphones, T-coil inductive neck-loops, rack-mount kit, and require signage/placards with access information.
 - 10. Provide and install wall-plates to provide press-box feeds at rear of room in audience area. Provide custom plates as per Appendix 'A' and drawings.
 - 11. Provide and set up portable press-box. Press box to accept line-level output from wall plate and provide transformer isolated mic-level outputs for feeds to public media.
 - 12. Provide and integrate a USB3.0 active extension cable to provide feed from DSP unit to OFE PC computer at dais used for UC/Web-conferencing. Provide configuration with DSP and OFE PC to provide reliable, repeatable use of PC for UC conferencing within room.

E. Control Hardware

- 1. Provide and integrate a rack-mounted control system processor. Processor shall provide dual-NIC interface to AV & Owner's enterprise network, as well as multiple serial/com ports for RS-232/422 device control, as well as contact/relays and 0-10 Volt I/O for future applications.
- 2. Provide and integrate a table-top 10" touchpanel control for use by the Clerk in running systems. Touch-panel shall include tabletop kit.
- 3. **Bid Alternate 'A'** - Provide and integrate a hardware control interface for control of existing lighting circuits. Lighting control systems shall be coordinated with the City Project Manager and designated Electrician. Lighting controls shall include:
 - a. Wall mounted control interface and processor cabinet, to be located in the existing electrical room adjacent to the panelboards serving 277V and 120V circuits.

- b. Wall or DIN-rail mounted 277V switched and 120V dimming modules for control of respective circuits in the Chambers
- c. Wall-mounted keypad controllers to replace existing 120V and 277V wall switches. Coordinate provisioning of keypads and labels with Consultant and Owner through submittal process.
- 4. Provide and integrate a rack-mounted L3 network switch for use with AV-over-IP transport, as well as device control and monitoring. This switch shall be used for off-enterprise network applications and will not be integrated into the Owner's enterprise network. Switch shall be stackable with 10GE SFP/SFP+ ports, and PoE/PoE+ ports with a power budget of 740 Watts maximum, with at least 8 ports supporting 60W PoE applications.
- 5. Provide and integrate a stand-alone rack-mounted AVB switch for the integration of AVB microphone systems with the DSP. Switch shall be a 5-port unit, with 1 port for gapped network control/monitoring. Provide rack mount shelf or bracket to mount.

F. User Interface

- 1. Provide programming of control interfaces as directed by Owner's Representative and Consultant. Programming shall provide simple user interface to select local video and audio sources and adjust room and area volume to within predetermined limit. Additional pages and functions to include:
 - a. Control of main audio settings: Microphone levels – desktop & wireless, Speaker main levels. (All other gain structure shall be auto-mix or tech-page only)
 - i. Control and muting of Conferencing Mics: Allow request to speak; Reject request to speak; mute-all; allow-all
 - ii. Control of muting of other mic systems: wireless and ceiling
 - iii. Control of microphone routing to UC/Web-conference/Audio-conference: Ceiling, Wireless Tabletop, Wireless HH/Lavaliere
 - b. Control of source switching to displays & CATV: Selection from, Wireless, Clerk Dais PC, Clerk Laptop PC, Secretary HDMI in, Dais HDMI 1-7, Podium HDMI, Recorder
 - c. Control of PTZ cameras, including pan, tilt, zoom functions, auto-tracking, and no less than four (4) presents, which shall include push-to-hold write for recall. Provide ability to name presets for easy recall by the Clerk.
 - d. Control of recording/streaming appliance: New Recording, Start, Pause, Stop, Save/write. Selection of input configuration:
 - i. Camera – USB or CATV feed
 - ii. Content – select displayed or (other)
 - iii. Image layout in stream/recording – PIP: Camera big/Content small, Content big/Camera small; Side-by-Side
 - e. Per **Bid Alternate 'A'** - Control of room lighting: Broken down into scenes:
 - i. All on/off
 - ii. Council Meeting, with flat panel display usage
 - iii. Conference Call
 - iv. Projection
 - f. System startup/shutdown: with confirmation page.
- 2. Provide and program software management/monitoring interface for Owner's technical staff, which will allow advanced system control and monitoring functions using a PC connected to the control system LAN.

3. Provide control panel operations that are consistent from page to page.
4. Provide feedback that indicates the current equipment and/or system status where possible.

G. Software

1. Provide control capability for every function available on every piece of equipment being controlled by the system. Define and provide "macro" commands for the most used functions.
2. Provide control capability to OFE Windows PC and tablet devices, by providing the appropriate executable files and app deployment of the control system GUI for the space. Include all necessary programming and licensing costs for this feature.
3. Provide password protection for any operations that can adversely affect certain room set-up functions. Provide for the ability for remote monitoring of system functions and adjustments via-TCP/IP. Capability for configuration will require password protection for use of facility management. Provide for the delivery of email fault alerts to facility management.

H. The Contractor shall provide all interconnection cable, connectors, terminal strips, wireways, flexible conduit, etc., to facilitate the audiovisual systems as detailed within these specifications and drawings.

I. Miscellaneous

1. Integrate an existing OFE equipment rack as noted in the Appendix 'A' document and drawings. Provide and integrate all required thermal management accessories, doors, side-panels, top panels, bases, casters, blank and vent panels, lacing-bars, horizontal and vertical wire management, and power distribution as required per the specifications and drawings, as well as best practices defined by AVIXA, TIA/EIA, and BiCSi.
2. Provide and integrate power conditioning and distribution as required.
3. Provide and integrate a rack-mounted patch panel at the IP switch in the main AV rack to allow patching and management of AV related IP devices in the rack.
4. Provide and integrate all rack specialty ventilated and pull-out shelves, drawers and foam inserts for storage of microphones and transmitters as per appendix 'A'. Provide all rack-mount kits and shelves as required for the securement of AV equipment specified. No double-sided tape, tie-wraps, or other adhesive methods shall be allowed to secure equipment that does not confirm to standard TIA rack mount methods. All devices shall be installed in standard rackmount hardware.
5. Provide and install all flush-mounted captive cable boxes in dais and podium as per the drawings and Appendix 'A'. Include US 120V receptacles and power supplies for USB-A and USB-C power. Provide captive cables as specified in Appendix 'A'.
6. Provide and install all hardware, cabling, connectors, faceplates, terminators, adapters, audio combiners, balanced-unbalanced audio converters, wall boxes, etc. required to ensure installation of a fully functional audiovisual system as depicted in the attached AV Systems drawings.

1.4 EQUIPMENT LAYOUT

- A. The equipment in this area shall be as detailed on drawings.
- B. All equipment shall be installed with rack ears/mounts or custom rack-mounts/face-plates, using security screws.

1.5 OWNER FURNISHED EQUIPMENT

- A. All room furniture will be furnished by the Owner (Unless otherwise noted in this specification).
- B. All Windows PC computers will be furnished by the Owner, along with wired and wireless keyboard/mice/trackpads and monitors. All software and licensing for PC computers will be OFE. Coordinate I/O connectivity requirements with Owner IT staff and provide any required adaptors, baluns or interfaces.
- C. Unless noted otherwise in Appendix 'A', All enterprise IP Network switches and Wi-Fi access points (APs) will be furnished by the Owner. Coordinate switch allocation with owner as needed and allowed by the Owner's IT security representative.

1.6 RELATED WORK SPECIFIED ELSEWHERE

- A. The following systems and equipment are not provided under this contract. The Contractor is to coordinate with the base bid contractors as necessary to insure compatibility.
- B. Telephone and telecommunications jacks and special telecom outlets not related directly to AV, (LAN/WAN, Wireless access points (WAPs), PTSN/POTS, etc.).

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS

- A. Included with Contract Documentation
 - 1. Provide in accordance with Appendix 'A' – 27 41 20.
- B. Pre-Approved Alternate Manufacturers
 - 1. Provide in accordance with Section 27 41 00.

2.2 AUDIOVISUAL SYSTEMS HARDWARE & COMPONENTS

- A. Provide in accordance with Appendix 'A' – 27 41 20, which includes the following:
 - 1. Equipment description, including parameters and options required.
 - 2. Manufacturer to be base-bid.
 - 3. Model number of equipment or series to be bid.
 - 4. Quantity of equipment, or reference to drawing quantities.
 - 5. Designation of any Owner-Furnished (OFE), Existing to Reuse (ETR), Not-in-Contract (NIC) or Future equipment.
 - 6. Custom Quotation numbers, where applicable, to be bid as a pre-approved dealer or representative of the manufacturer quoted.

PART 3 - EXECUTION

3.1 PROVIDE IN ACCORDANCE WITH SECTION 27 41 00 – AUDIOVISUAL SYSTEMS: PART 3 - EXECUTION.

APPENDIX A – EQUIPMENT LISTS

See the attached Appendix for the equipment lists for the audiovisual systems. These lists are provided for the bidding process.

END OF SECTION 274120

SECTION 27 41 30 – CONFERENCE ROOM 3 AUDIOVISUAL SYSTEMS

PART 1 - GENERAL INFORMATION

1.1 OPERATIONAL SUMMARY & SCOPE

- A. This section of the specification describes the functional details of the audiovisual systems to be furnished and installed in Conference Room 3 of the Civic Center of the City of Ukiah.
- B. The Systems in the Conference Room are to be a complete replacement of all systems components, hardware, cabling, connectors and associated devices.
- C. Events hosted in this space will include, but not be limited to:
 - 1. City staff and management meetings – Internal meetings with audio-conferencing and web-conferencing, using an Owner PC hosting UC software.
- D. All systems shall be dedicated and permanently installed as described above and, in the following, 'functional' descriptions.

1.2 RELATED WORK

- A. Installation of new or modified wall boxes, pathways, floor-box fittings (excluding any plates and connectors to be provided by the contractor).
- B. Telephone and telecommunications jacks and special telecom outlets not related directly to AV, (LAN/WAN, Wireless access points (WAPs), PTSN/POTS, etc.).
- C. Provide in accordance with Section 27 41 00 – Audiovisual Systems.

1.3 SYSTEM INTERCONNECTION & FUNCTIONAL DESCRIPTION

- A. Functional intent
 - 1. The Systems provided in the room, and general layout shall consist of the following locations and associated functions:
 - a. A long rectangular conference room table, hosting up to 20 seats:
 - i. The table shall provide a recessed captive cable box with an HDMI, and USB and 120V power available for charging. The HDMI shall be fed to the display location in the room via over-floor/under-carpet raceway. If necessary, this raceway shall include channel to route 120V power from the wall at the display.
 - b. An existing castered credenza unit, which shall house and host most of the audiovisual equipment serving the space – both on shelving and on the top surface.
 - c. A new wall mounted flat panel display and mount, along with stereo side-bar speakers, a fixed zoomable web-conferencing camera, and a recessed in-wall backbox to host power, data, and support devices behind the display mount.
 - d. A flush wall-mounted control panel, to provide basic display and device controls, including:
 - i. Power on/off
 - ii. Source input selection
 - iii. Audio volume up/down/mute
 - iv. Video muting
 - v. Microphone muting
 - e. A local PC, on the secure City enterprise network, to host City content as well as UC/Web-conferencing software, and CivicPlus web-interface/client software
 - f. A UCC host interface, with HDMI pass-thru video and USB camera support, alongside a set of beam-forming/beam-tracking ceiling pendant microphones for UCC conferencing and

streaming/recording capture.

g. Wireless presentation appliance, for presentation of content over Wi-Fi from user devices, including Windows, OSX, iOS, Android, Chromecast and others.

B. Display Systems

1. Provide and install a 75" diagonal flat panel display as per the plan drawings. A recessed service enclosure shall be provided behind the display to provide power/data connectivity.

C. Video Systems

1. Provide and integrate an HDMI distribution amplifier to split signal between the display and streaming encoder/recorder interfacing to the CivicPlus platform.
2. Provide and integrate a small integrated HD-Base-T/HDMI switcher at the credenza to allow selection of HDMI input(s) at the table box to be sent to the display/recording.
3. Provide and integrate a small HD-Base-T transmitter at the table box to allow HDMI connection to the display/credenza.
4. Provide and integrate a fixed zoomable camera at the display, above the credenza. Cameras shall provide output of HDMI and USB 3.0 interface at the credenza unit.
5. Provide and integrate a wireless presentation appliance to allow display of HD/UHD content from a variety of user platforms over Wi-Fi, using an application, Apple Air-Play, Miracast, Chromecast and other supported platforms. Coordinate provisioning of guest and/or enterprise Wi-Fi integration with the Owner's IT group.
6. Provide and integrate a recording and streaming appliance at the credenza unit. The recording/streaming appliance shall provide two HDMI inputs for side-by-side/PIP recording of two sources as well as audio. Recording shall be to an SD card slot. Operation is through the device touch-panel display as well as a page in the control systems' touchpanel to allow session record 'start', 'stop', 'pause', 'write/save', and playback commands.

D. Audio Systems

1. Provide and integrate a unified-conferencing & collaboration interface which consists of a host unit that provides HDMI pass-thru input as well as dual HDMI outputs to displays, USB3.0 host interface for a PC or laptop client UC software host, USB3.0/2.0 connections to host a USB conferencing camera, input for ceiling/table microphones for conferencing use, and network connectivity for control and management of the unit. UCC interface shall also include:
2. Provide and integrate a system of pendant ceiling-mounted beam-forming beam-tracking microphones and interface to the UCC interface. Provide in-ceiling cabling and infrastructure to connect microphones to the UCC interface.
 - a. Provide and integrate extension microphone unit as per plans and Appendix 'A'.
3. Provide and integrate a pair of display-mounted custom-height "soundbar" type column loudspeakers at the display. Provide necessary mounting hardware to install to display VESA mount.

E. Control Hardware

1. Provide and integrate a wall-mounted button control panel with integral control system processor. Processor shall provide IP network interface to AV network, as well as a serial/com ports for RS-232/422 device control, as well as contact/relays and 0-10 Volt I/O for future applications.
 - a. Button panel shall provide a minimum of 8 assignable keys, with custom printed labels to match functions as noted in 1.3.A.1.d above. Button panel shall also feature a rotary encoder for control of audio volume levels.
2. Provide and integrate a small L2/L3 network switch for use with AV-over-IP transport, as well as device control and monitoring. This switch shall be used for off-enterprise network applications and will not be integrated into the Owner's enterprise network. Switch shall include two 10GE SFP/SFP+ ports, and PoE/PoE+ ports with a power budget of 60 Watts.

F. User Interface

1. Provide programming of control interfaces as directed by Owner's Representative and Consultant. Programming shall provide simple user interface to select local video and audio sources and adjust room and area volume to within predetermined limit. Additional pages and functions to include:
 - a. Control functions as outlined in 1.3.A.1.d above.
2. Provide and program software management/monitoring interface for Owner's technical staff, which will allow advanced system control and monitoring functions using a PC connected to the control system LAN.
3. Provide control panel operations that are consistent from page to page.
4. Provide feedback that indicates the current equipment and/or system status where possible.

G. Software

1. Provide control capability for every function available on every piece of equipment being controlled by the system. Define and provide "macro" commands for the most used functions.
2. Provide control capability to OFE Windows PC and tablet devices, by providing the appropriate executable files and app deployment of the control system GUI for the space. Include all necessary programming and licensing costs for this feature.
3. Provide password protection for any operations that can adversely affect certain room set-up functions. Provide for the ability for remote monitoring of system functions and adjustments via-TCP/IP. Capability for configuration will require password protection for use of facility management. Provide for the delivery of email fault alerts to facility management.

H. The Contractor shall provide all interconnection cable, connectors, terminal strips, wireways, flexible conduit, etc., to facilitate the audiovisual systems as detailed within these specifications and drawings.

I. Miscellaneous

1. Provide and integrate equipment into existing Owner-furnished (OFE) credenza unit. Provide any and all necessary mounting accessories and/or supporting hardware and cable management necessary to ensure a clean, organized and secure installation, which will allow servicing and support by the Owner.
2. Provide and integrate power conditioning and distribution as required.
3. Provide and install all flush-mounted captive cable boxes in dais and podium as per the drawings and Appendix 'A'. Include US 120V receptacles and power supplies for USB-A and USB-C power. Provide captive cables as specified in Appendix 'A'.
4. Provide and install all hardware, cabling, connectors, faceplates, terminators, adapters, audio combiners, balanced-unbalanced audio converters, wall boxes, etc. required to ensure installation of a fully functional audiovisual system as depicted in the attached AV Systems drawings.

1.4 EQUIPMENT LAYOUT

- A. The equipment in this area shall be as detailed on drawings.
- B. All equipment shall be installed with rack ears/mounts or custom rack-mounts/face-plates, using security screws.

1.5 OWNER FURNISHED EQUIPMENT

- A. All room furniture will be furnished by the Owner (Unless otherwise noted in this specification).
- B. All Windows PC computers will be furnished by the Owner, along with wired and wireless keyboard/mice/trackpads and monitors. All software and licensing for PC computers will be OFE. Coordinate I/O connectivity requirements with Owner IT staff and provide any required adaptors, baluns or interfaces.
- C. Unless noted otherwise in Appendix 'A', All enterprise IP Network switches and Wi-Fi access points (APs) will be furnished by the Owner. Coordinate switch allocation with owner as needed

and allowed by the Owner's IT security representative.

1.6 RELATED WORK SPECIFIED ELSEWHERE

A. The following systems and equipment are not provided under this contract. The Contractor is to coordinate with the base bid contractors as necessary to insure compatibility.

B. Telephone and telecommunications jacks and special telecom outlets not related directly to AV, (LAN/WAN, Wireless access points (WAPs), PTSN/POTS, etc.).

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS

A. Included with Contract Documentation

1. Provide in accordance with Appendix 'A' – 27 41 30.

B. Pre-Approved Alternate Manufacturers

1. Provide in accordance with Section 27 41 00.

2.2 AUDIOVISUAL SYSTEMS HARDWARE & COMPONENTS

A. Provide in accordance with Appendix 'A' – 27 41 30, which includes the following:

1. Equipment description, including parameters and options required.
2. Manufacturer to be base-bid.
3. Model number of equipment or series to be bid.
4. Quantity of equipment, or reference to drawing quantities.
5. Designation of any Owner-Furnished (OFE), Existing to Reuse (ETR), Not-in-Contract (NIC) or Future equipment.
6. Custom Quotation numbers, where applicable, to be bid as a pre-approved dealer or representative of the manufacturer quoted.

PART 3 - EXECUTION

3.1 PROVIDE IN ACCORDANCE WITH SECTION 27 41 00 – AUDIOVISUAL SYSTEMS: PART 3 - EXECUTION.

APPENDIX A – EQUIPMENT LISTS

See the attached Appendix for the equipment lists for the audiovisual systems. These lists are provided for the bidding process.

END OF SECTION 274130

SECTION 27 41 35 – CONFERENCE ROOM 5 AUDIOVISUAL SYSTEMS

PART 1 - GENERAL INFORMATION

1.1 OPERATIONAL SUMMARY & SCOPE

- A. This section of the specification describes the functional details of the audiovisual systems to be furnished and installed in Conference Room 5 of the Civic Center Annex building of the City of Ukiah.
- B. The Systems in the Conference Room are to be a complete replacement of all systems components, hardware, cabling, connectors and associated devices.
- C. Events hosted in this space will include, but not be limited to:
 - 1. City staff and management meetings – Internal meetings with audio-conferencing and web-conferencing, using an Owner PC hosting UC software.
- D. All systems shall be dedicated and permanently installed as described above and, in the following, 'functional' descriptions.

1.2 RELATED WORK

- A. Installation of new or modified wall boxes, pathways, floor-box fittings (excluding any plates and connectors to be provided by the contractor).
- B. Telephone and telecommunications jacks and special telecom outlets not related directly to AV, (LAN/WAN, Wireless access points (WAPs), PTSN/POTS, etc.).
- C. Provide in accordance with Section 27 41 00 – Audiovisual Systems.

1.3 SYSTEM INTERCONNECTION & FUNCTIONAL DESCRIPTION

- A. Functional intent
 - 1. The Systems provided in the room, and general layout shall consist of the following locations and associated functions:
 - a. A square or circular conference room table, hosting up to 8-10 seats:
 - i. The table shall provide a centered recessed captive cable box with an HDMI, and USB and 120V power available for charging. The HDMI shall be fed to the display location in the room via over-floor/under-carpet raceway. If necessary, this raceway shall include channel to route 120V power from the wall at the display.
 - b. An existing castered credenza unit, which shall house and host most of the audiovisual equipment serving the space – both on shelving and on the top surface.
 - c. A new wall mounted flat panel display and mount, along with stereo side-bar speakers, a fixed zoomable web-conferencing camera, and a recessed in-wall backbox to host power, data, and support devices behind the display mount.
 - d. A flush wall-mounted control panel, to provide basic display and device controls, including:
 - i. Power on/off
 - ii. Source input selection
 - iii. Audio volume up/down/mute
 - iv. Video muting
 - v. Microphone muting
 - e. A local PC, on the secure City enterprise network, to host City content as well as UC/Web-conferencing software, and CivicPlus web-interface/client software
 - f. A UCC host interface, with HDMI pass-thru video and USB camera support, alongside a

set of beam-forming/beam-tracking ceiling pendant microphones for UCC conferencing and streaming/recording capture.

g. Wireless presentation appliance, for presentation of content over Wi-Fi from user devices, including Windows, OSX, iOS, Android, Chromecast and others.

B. Display Systems

1. Provide and install a 65" diagonal flat panel display as per the plan drawings. A recessed service enclosure shall be provided behind the display to provide power/data connectivity.

C. Video Systems

1. Provide and integrate an HDMI distribution amplifier to split signal between the display and streaming encoder/recorder interfacing to the CivicPlus platform.
2. Provide and integrate a small integrated HD-Base-T/HDMI switcher at the credenza to allow selection of HDMI input(s) at the table box to be sent to the display/recording.
3. Provide and integrate a small HD-Base-T transmitter at the table box to allow HDMI connection to the display/credenza.
4. Provide and integrate a fixed zoomable camera at the display, above the credenza. Cameras shall provide output of HDMI and USB 3.0 interface at the credenza unit.
5. Provide and integrate a wireless presentation appliance to allow display of HD/UHD content from a variety of user platforms over Wi-Fi, using an application, Apple Air-Play, Miracast, Chromecast and other supported platforms. Coordinate provisioning of guest and/or enterprise Wi-Fi integration with the Owner's IT group.
6. Provide and integrate a recording and streaming appliance at the credenza unit. The recording/streaming appliance shall provide two HDMI inputs for side-by-side/PIP recording of two sources as well as audio. Recording shall be to an SD card slot. Operation is through the device touch-panel display as well as a page in the control systems' touchpanel to allow session record 'start', 'stop', 'pause', 'write/save', and playback commands.

D. Audio Systems

1. Provide and integrate a unified-conferencing & collaboration interface which consists of a host unit that provides HDMI pass-thru input as well as dual HDMI outputs to displays, USB3.0 host interface for a PC or laptop client UC software host, USB3.0/2.0 connections to host a USB conferencing camera, input for ceiling/table microphones for conferencing use, and network connectivity for control and management of the unit. UCC interface shall also include:
2. Provide and integrate a system of pendant ceiling-mounted beam-forming beam-tracking microphones and interface to the UCC interface. Provide in-ceiling cabling and infrastructure to connect microphones to the UCC interface.
3. Provide and integrate a pair of display-mounted custom-height "soundbar" type column loudspeakers at the display. Provide necessary mounting hardware to install to display VESA mount.

E. Control Hardware

1. Provide and integrate a wall-mounted button control panel with integral control system processor. Processor shall provide IP network interface to AV network, as well as a serial/com ports for RS-232/422 device control, as well as contact/relays and 0-10 Volt I/O for future applications.
 - a. Button panel shall provide a minimum of 8 assignable keys, with custom printed labels to match functions as noted in 1.3.A.1.d above. Button panel shall also feature a rotary encoder for control of audio volume levels.
2. Provide and integrate a small L2/L3 network switch for use with AV-over-IP transport, as well as device control and monitoring. This switch shall be used for off-enterprise network applications and will not be integrated into the Owner's enterprise network. Switch shall include two 10GE SFP/SFP+ ports, and PoE/PoE+ ports with a power budget of 60 Watts.

F. User Interface

1. Provide programming of control interfaces as directed by Owner's Representative and Consultant. Programming shall provide simple user interface to select local video and audio sources and adjust room and area volume to within predetermined limit. Additional pages and functions to include:
 - a. Control functions as outlined in 1.3.A.1.d above.
2. Provide and program software management/monitoring interface for Owner's technical staff, which will allow advanced system control and monitoring functions using a PC connected to the control system LAN.
3. Provide control panel operations that are consistent from page to page.
4. Provide feedback that indicates the current equipment and/or system status where possible.

G. Software

1. Provide control capability for every function available on every piece of equipment being controlled by the system. Define and provide "macro" commands for the most used functions.
2. Provide control capability to OFE Windows PC and tablet devices, by providing the appropriate executable files and app deployment of the control system GUI for the space. Include all necessary programming and licensing costs for this feature.
3. Provide password protection for any operations that can adversely affect certain room set-up functions. Provide for the ability for remote monitoring of system functions and adjustments via-TCP/IP. Capability for configuration will require password protection for use of facility management. Provide for the delivery of email fault alerts to facility management.

H. The Contractor shall provide all interconnection cable, connectors, terminal strips, wireways, flexible conduit, etc., to facilitate the audiovisual systems as detailed within these specifications and drawings.

I. Miscellaneous

1. Provide and integrate equipment into existing Owner-furnished (OFE) credenza unit. Provide any and all necessary mounting accessories and/or supporting hardware and cable management necessary to ensure a clean, organized and secure installation, which will allow servicing and support by the Owner.
2. Provide and integrate power conditioning and distribution as required.
3. Provide and install all flush-mounted captive cable boxes in dais and podium as per the drawings and Appendix 'A'. Include US 120V receptacles and power supplies for USB-A and USB-C power. Provide captive cables as specified in Appendix 'A'.
4. Provide and install all hardware, cabling, connectors, faceplates, terminators, adapters, audio combiners, balanced-unbalanced audio converters, wall boxes, etc. required to ensure installation of a fully functional audiovisual system as depicted in the attached AV Systems drawings.

1.4 EQUIPMENT LAYOUT

- A. The equipment in this area shall be as detailed on drawings.
- B. All equipment shall be installed with rack ears/mounts or custom rack-mounts/face-plates, using security screws.

1.5 OWNER FURNISHED EQUIPMENT

- A. All room furniture will be furnished by the Owner (Unless otherwise noted in this specification).
- B. All Windows PC computers will be furnished by the Owner, along with wired and wireless keyboard/mice/trackpads and monitors. All software and licensing for PC computers will be OFE. Coordinate I/O connectivity requirements with Owner IT staff and provide any required adaptors, baluns or interfaces.
- C. Unless noted otherwise in Appendix 'A', All enterprise IP Network switches and Wi-Fi access points (APs) will be furnished by the Owner. Coordinate switch allocation with owner as needed and allowed by the Owner's IT security representative.

1.6 RELATED WORK SPECIFIED ELSEWHERE

- A. The following systems and equipment are not provided under this contract. The Contractor is to coordinate with the base bid contractors as necessary to insure compatibility.
- B. Telephone and telecommunications jacks and special telecom outlets not related directly to AV, (LAN/WAN, Wireless access points (WAPs), PTSN/POTS, etc.).

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS

- A. Included with Contract Documentation
 - 1. Provide in accordance with Appendix 'A' – 27 41 35.
- B. Pre-Approved Alternate Manufacturers
 - 1. Provide in accordance with Section 27 41 00.

2.2 AUDIOVISUAL SYSTEMS HARDWARE & COMPONENTS

- A. Provide in accordance with Appendix 'A' – 27 41 35, which includes the following:
 - 1. Equipment description, including parameters and options required.
 - 2. Manufacturer to be base-bid.
 - 3. Model number of equipment or series to be bid.
 - 4. Quantity of equipment, or reference to drawing quantities.
 - 5. Designation of any Owner-Furnished (OFE), Existing to Reuse (ETR), Not-in-Contract (NIC) or Future equipment.
 - 6. Custom Quotation numbers, where applicable, to be bid as a pre-approved dealer or representative of the manufacturer quoted.

PART 3 - EXECUTION

3.1 PROVIDE IN ACCORDANCE WITH SECTION 27 41 00 – AUDIOVISUAL SYSTEMS: PART 3 - EXECUTION.

APPENDIX A – EQUIPMENT LISTS

See the attached Appendix for the equipment lists for the audiovisual systems. These lists are provided for the bidding process.

END OF SECTION 274135

CITY OF UKIAH

CONTRACT CHANGE ORDER

ORDER NO. 1

DATE: February 9, 2021

Contract for (Description of Facility): Council Chamber AV Replacement, Spec. No. 20-09Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400To: (Contractor): EIDIM Group, Inc. dba EIDIM AV Technology, 6905 Oslo Cir. Suite J, Buena Park, CA 90621

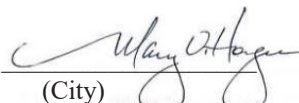
You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: City Project Manager

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
1. Add additional 91 calendar days to the contract due to delays in material deliveries as a consequence of COVID-19. As a result, the new deadline to complete the project is March 15, 2021.	N/A	N/A
ESTIMATED NET CHANGE IN CONTRACT PRICE		N/A

Justification (Detailed and Concise): Please see above.The amount of the Contract will be (~~decreased~~/**increased**/unchanged) by the estimated sum of: N/A.The contract total including this and previous Change Orders will be: two hundred seventy-nine thousand seven hundred seventy dollars and forty-three cents. (\$279,770.43).The contract period provided for completion will be (**increased**/~~decreased~~/~~unchanged~~): 91 calendar days.

This document will become a supplement to the contract and all provisions will apply hereto.

Approved By: 
(City)2/15/2021

Date

Accepted: **Timothy Pak**
Digitally signed by Timothy Pak
DN: cn=Timothy Pak, o=EIDIM Group, Inc., ou,
email=tim.pak@eidim.com, c=US
Date: 2021.02.12 10:33:38 -08002/12/2021

Date

(Contractor)

This information will be issued as a record of any changes to the original construction contract.

CITY OF UKIAH

CONTRACT CHANGE ORDER

ORDER NO. 2

DATE: August 4, 2021

Contract for (Description of Facility): Council Chamber AV Replacement, Spec. No. 20-09Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400To: (Contractor): EIDIM Group, Inc. dba EIDIM AV Technology, 6905 Oslo Cir. Suite J, Buena Park, CA 90621

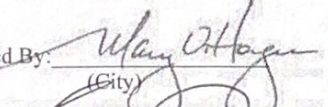
You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: City Project Manager

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
1. Add Airflow Fan Installation in Conference Room #3 to the scope of work, as per EIDIM Estimate #4963 dated 7/16/2021.	N/A	1,717.24
1. Add additional 153 calendar days. As a result, the new deadline to complete the project is August 15, 2021.	N/A	N/A
ESTIMATED NET CHANGE IN CONTRACT PRICE		\$1,717.24

Justification (Detailed and Concise): Please see above.The amount of the Contract will be (~~decreased~~**increased**~~unchanged~~) by the estimated sum of: \$1,717.24.The contract total including this and previous Change Orders will be: two hundred eighty-one thousand four hundred eighty-seven dollars and sixty-seven cents. (\$281,487.67).The contract period provided for completion will be (**increased**~~decreased~~~~unchanged~~): 153 calendar days.

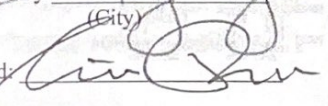
This document will become a supplement to the contract and all provisions will apply hereto.

Approved By: 

(City)

8/4/2021

Date

Accepted: 

(Contractor)

8/5/2021

Date

This information will be issued as a record of any changes to the original construction contract.



Tel. (877) 773-4346
 Fax. (562) 777-9120
 6905 Oslo Circle Ste J
 Buena Park, CA 90621

Estimate

Estimate D...	Estimate #
8/2/2021	4963 rev.2

Name / Address
City of Ukiah 300 Seminary Avenue Ukiah, California 95482-5400

Ship To
City of Ukiah 300 Seminary Avenue Ukiah, California 95482-5400

Terms	FOB	Rep	Account #
Net 30		AVA	20200917

Qty	Item	Description	Cost	Total
		** Change Order - Airflow Fan & Rack Installation **		
1	Accessories	USB Powered d 4.5" x 4.5" Quiet Fan, UL Certified	30.00	30.00T
1	Accessories	Ventilation Grille	20.00	20.00T
1	Accessories	USB Charger	11.00	11.00T
2	Rack	[Monoprice] 4U Wall Mounted Vertical Rack	95.00	190.00T
6	Accessories	[Middle Atlantic] UTR1, 1U Half-Rack	45.00	270.00T
1	Installation	Installation	1,025.00	1,025.00
1	Shipping Charges	Shipping Fee	125.00	125.00

			Subtotal	\$1,671.00
			Sales Tax (8.875%)	\$46.24
			Total	\$1,717.24

*Customer must pre-pay full cost of the equipments in advance. Price valid for 30 days.
 1. No patching, conduit, or painting and etc. will be included unless indicated in writing.
 2. Depends on availability of the parts, it may take up to 3 weeks for the parts to arrive at the job site.
 3. Customer must pay for all additional equipments: parts & accessories that are not in the invoice, result from change of order, typing error and accidental omission.
 4. Customer must pay 35% restocking charge in case of exchange & return of item.
 5. 4% Transaction Fee will be charged for Credit Card Transaction

Signature _____

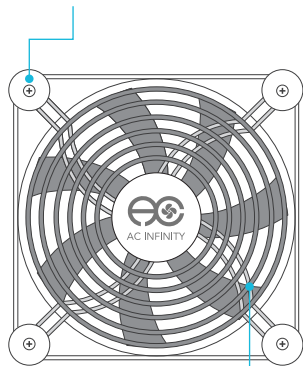
E-mail
contact@eidim.com

Web Site
www.eidim.com

KEY FEATURES

ANTI-VIBRATION SILICONE

Specially designed rubber feet helps keep the noise level down when the fan is vibrating against a hard surface.

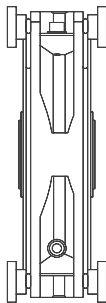


DUAL BALL BEARINGS

Allows the fan unit to be powered by a standard USB port, a common power source in home electronics.

SPEED CONTROLLER

A speed controller located on the cord permits you to adjust the fan's speed and power off the fan.

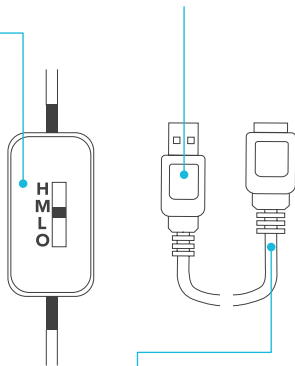


DUAL FAN GUARDS

Guards creates a barrier between a fan's blades and any foreign objects it may come into contact with.

USB CONNECTOR

Allows the fan unit to be powered by a standard USB port, a common power source in home electronics.



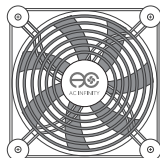
ADDITIONAL USB PORT

Each fan contains an USB port. Up to four fans can be powered through a single USB or outlet source.

PRODUCT CONTENTS

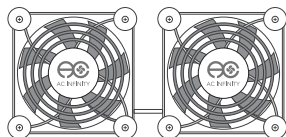
MULTIFAN S1	AI-MPF80A
MULTIFAN S3	AI-MPF120A
MULTIFAN S4	AI-MPF140A
MULTIFAN S3-P	AI-MPF120P

(1) Single USB fan with Speed Controller
Model AI-MPF120P contains Turbo Power Adapter



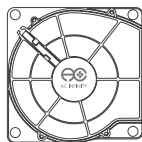
MULTIFAN S5	AI-MPF80A2
MULTIFAN S7	AI-MPF120A2
MULTIFAN S7-P	AI-MPF120P2

(1) Dual USB Fans with Speed Controller
Model AI-MPF120P2 contains Turbo Power Adapter



MULTIFAN S2	AI-MPB140A
-------------	------------

(1) Single USB Blower with Speed Controller



MULTIFAN MINI	AI-MPF40A
---------------	-----------

(1) Single USB Mini Fan with Speed Controller



AC INFINITY

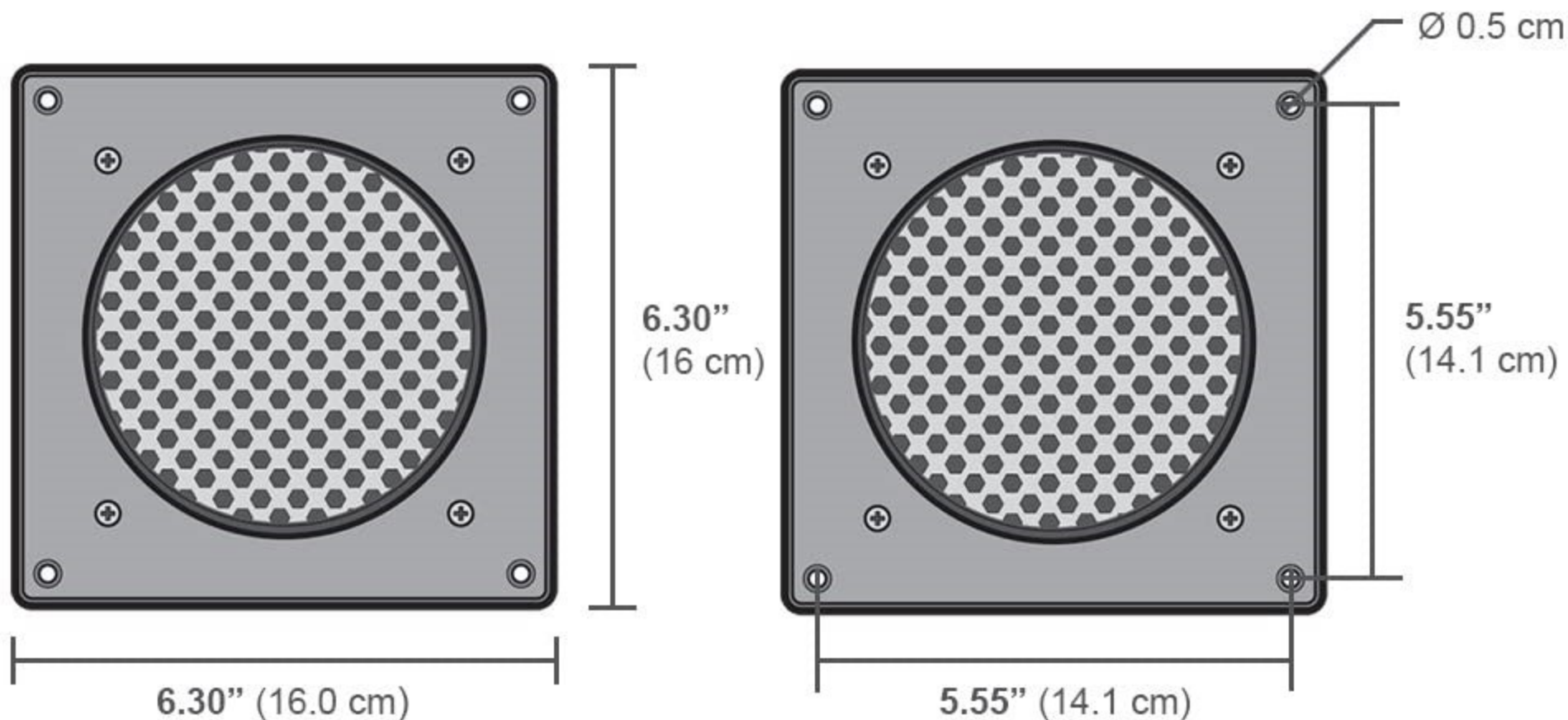
VENTILATION GRILL, 6 in.

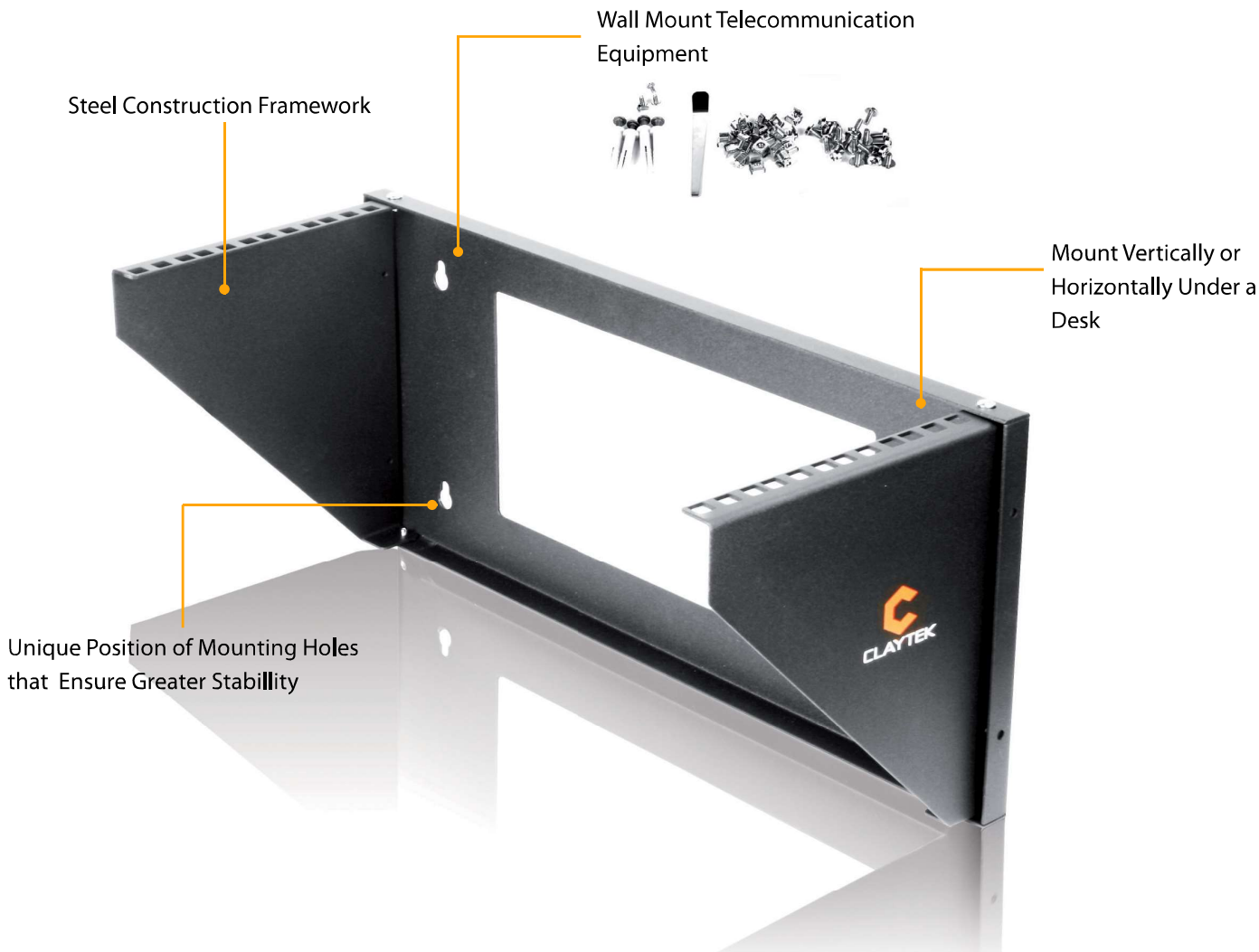
Cut Out Hole Dimensions

5.04 x 5.04" (12.8 x 12.8 cm)

Mounts Fan Size

4.7 x 4.7" (12 x 12 cm)





Model No.	Form Factor	Dimension (inches)			Assembly Required?	Loading Capacity (lbs)	Door	Removable Side panels	Security	Casters	Page No.
		W	H	D							
WUT-40B	4U	19.50	8.70	7.70	No	165	No	No	-	No	63

WUT-40B

4U Vertical Rack for Rack-mountable Equipment

Features

- Mount telecommunication equipment flush with the wall
- Mount switches under a desk to free up work space
- Compatible with most 19" rack mountable equipment
- Meet EIA-310 19" rack standards
- Equipment can be vertically wall mounted or horizontally mounted under a desk

Shipping Information

Shipper Design	Standard Carton
Weight	2.2 lbs
Pallet Load	Customizable

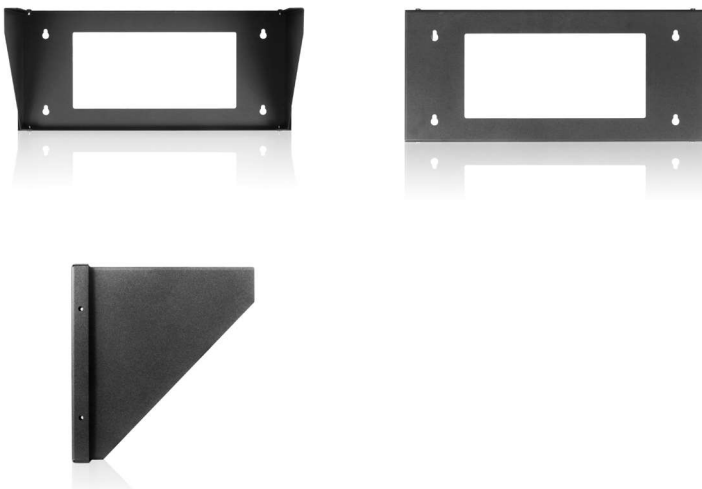


Introduction

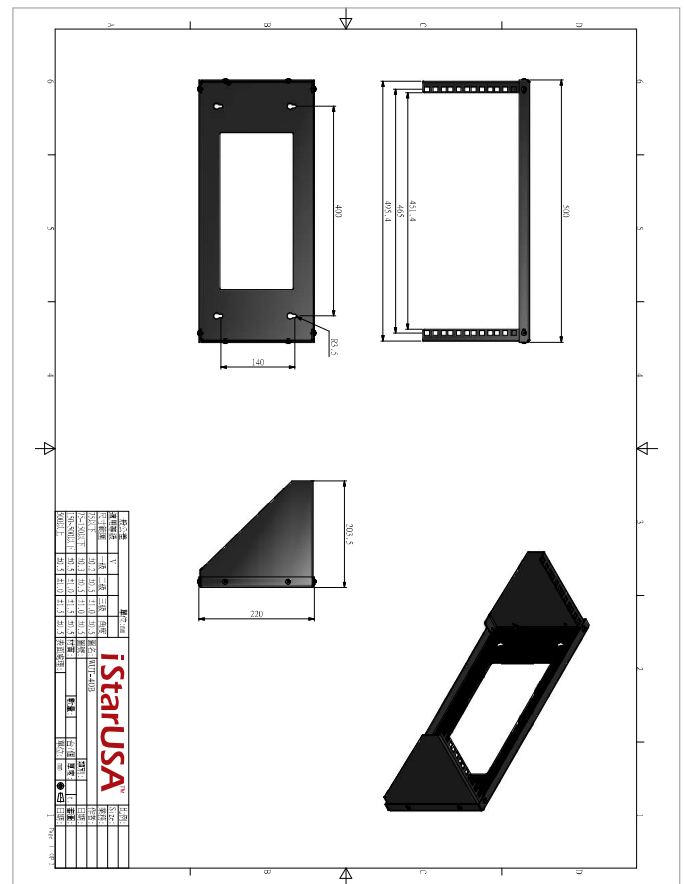
The WUT series is perfect for small office environments which are lack of space for full size rack-mounted equipment. The WUT-40B offers a versatile storage solution for rack-mountable devices, such as power strips, patch panels, switches, routers, and etc, to be mounted vertically against a wall or horizontally under a desk to save space.

Specifications

Color	Black
Material	Steel
Industry Standard	EIA-310



Drawing





Middle Atlantic Products

EXCEPTIONAL SUPPORT & PROTECTION™

U Series/U317/UTR1 Rackshelves



EIA/TIA Compliant

U Series / U317 / UTR1 Rackshelves

Features

U Series - Universal rackshelves with solid and vented construction

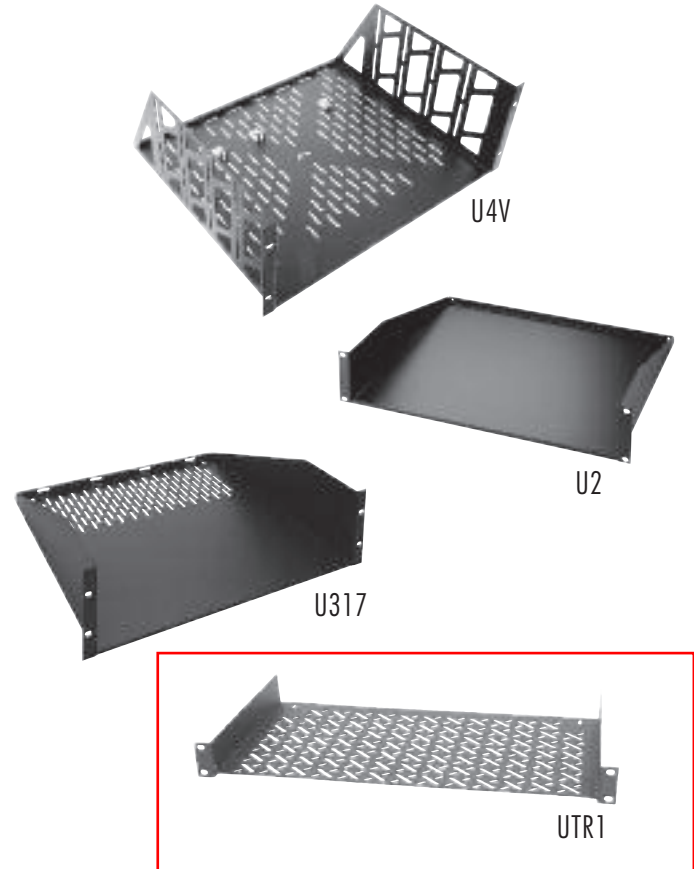
- Available in 1 through 4 rackspaces
- Weight capacity from 35 to 85 lbs. depending on size
- Accommodates most standard non-rackmountable components
- See chart for part numbers and dimensions
- Contractor packs available

U317 - Vented 3 space rackshelf

- 17- 3/4" depth allows for deeper components
- 60 lb. weight capacity
- Vent pattern provides air circulation
- Slotted rear flange for cable management

UTR1 - Half / third rack shelf

- 25 lb. weight capacity
- Generous vent pattern provides superior air circulation
- Hook & loop strips included for mounting any half or third space components without hardware
- Contractor packs available



Architects' and Engineers' Specifications

U Series

EIA/TIA compliant 19" solid, one-piece 16-gauge steel rackshelf shall be Middle Atlantic Products model #Ux (x = #of rackspaces, refer to chart). Weight capacity shall be ___ (refer to chart). Rackshelf shall feature durable flat black powder coat finish. Contractor packs shall be available with twelve U1 or six U2 rackshelves and shall be model #U1-RP12 or U2-RP6. U series rackshelf shall be UL Listed in the US and Canada. U Series shall be GREENGUARD Indoor Air Quality Certified for Children and Schools. U series shall be manufactured by an ISO 9001 and ISO 14001 registered company. U series rackshelf shall be warranted to be free from defects in material or workmanship under normal use and conditions for the lifetime of the product.

U Series, Vented

EIA/TIA compliant 19" solid, one-piece 16-gauge steel rackshelf shall be Middle Atlantic Products model #UxV (x = #of rackspaces, refer to chart) and shall have a ventilated bottom and sides. Weight capacity shall be ___ (refer to chart). Rackshelf shall feature durable flat black powder coat finish. Vented U series rackshelf shall be GREENGUARD Indoor Air Quality Certified for Children and Schools. Vented U series rackshelf shall be manufactured by an ISO 9001 and ISO 14001 registered company. Vented U series rackshelf shall be warranted to be free from defects in material or workmanship under normal use and conditions for the lifetime of the product.

U317

EIA/TIA compliant 19" vented three rackspace rackshelf shall be Middle Atlantic Products model #U317. One-piece, 16-gauge rackshelf shall provide a 60 lb. weight capacity. U317 shall features slotted rear flange for cable management. Depth of 17-3/4" shall accommodate deeper components. U317 shall be GREENGUARD Indoor Air Quality Certified for Children and Schools. U317 shall be manufactured by an ISO 9001 and ISO 14001 registered company. U317 shall be warranted to be free from defects in material or workmanship under normal use and conditions for the lifetime of the product.

UTR1

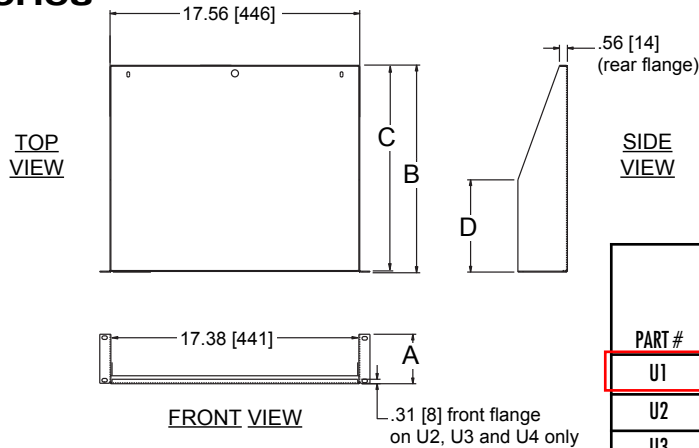
EIA/TIA compliant 19" half / third rack shelf with 10" depth shall be Middle Atlantic Products model #UTR1. Weight capacity shall be 25 lbs. UTR1 shall include two 2" x 10" hook & loop strips for component mounting and a generous vent pattern for superior air circulation. Contractor packs shall be available with twelve UTR1 rackshelves and shall be model #UTR1-RP12. UTR1 shall be GREENGUARD Indoor Air Quality Certified for Children and Schools. UTR1 shall be manufactured by an ISO 9001 and ISO 14001 registered company. UTR1 shall be warranted to be free from defects in material or workmanship under normal use and conditions for the lifetime of the product.

CUSTOMIZABLE SPECIFICATION CLIPS AVAILABLE AT MIDDLEATLANTIC.COM

U Series/Vented U Series/U317/UTR1 basic dimensions

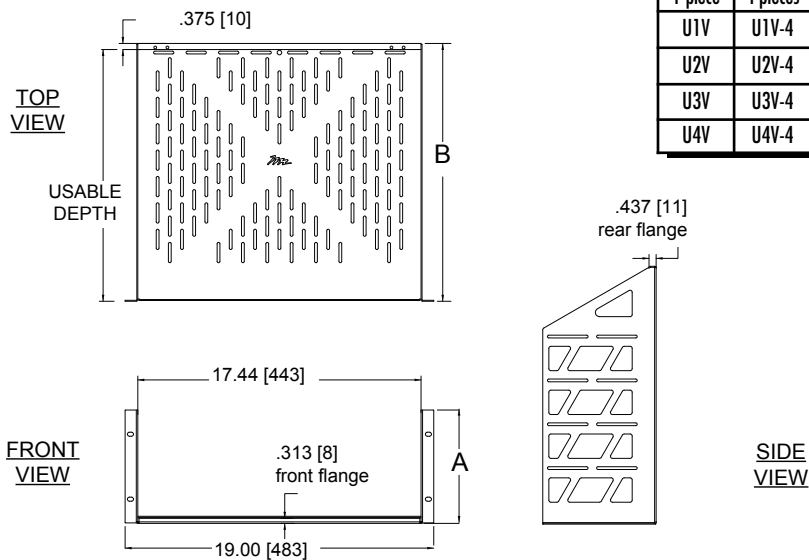
All dimensions in inches unless otherwise noted [Bracketed dimensions in millimeters]

U Series



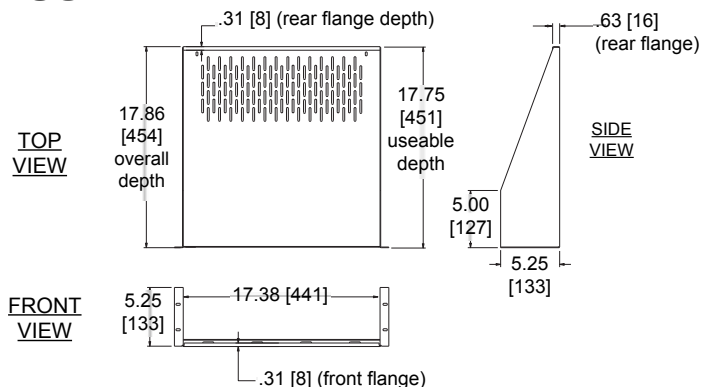
PART #	RACKING HEIGHT / RACKSPACES "A"	OVERALL DEPTH "B"	USEABLE DEPTH "C"	"D"	WEIGHT CAPACITY
U1	1.75 [44] (1 SP)	10.78 [274]	10.72 [272]	6.05 [154]	35 lbs. [16 kg]
U2	3.50 [89] (2 SP)	14.55 [370]	14.43 [367]	6.49 [165]	50 lbs. [23 kg]
U3	5.25 [133] (3 SP)	14.55 [370]	14.43 [367]	5.71 [145]	70 lbs. [32 kg]
U4	7.00 [178] (4 SP)	15.50 [394]	15.38 [391]	6.00 [152]	85 lbs. [39 kg]

Vented U Series

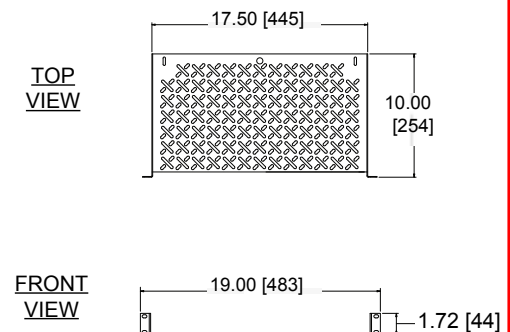


PART # 1 piece	PART # 4 pieces	RACKING HEIGHT/ RACKSPACES "A"	OVERALL DEPTH "B"	USEABLE DEPTH "C"	WEIGHT CAPACITY
U1V	U1V-4	1.75 [44] (1 SP)	10.78 [274]	10.41 [264]	35 lbs. [16 kg]
U2V	U2V-4	3.50 [89] (2 SP)	15.375 [390]	15.00 [381]	50 lbs. [23 kg]
U3V	U3V-4	5.25 [133] (3 SP)	15.375 [390]	15.00 [381]	70 lbs. [32 kg]
U4V	U4V-4	7.00 [178] (4 SP)	15.875 [403]	15.50 [394]	85 lbs. [39 kg]

U317



UTR1



City of Ukiah - Conference Room #3 / Airflow installation

CONTRACT NO.:

Prime Contractor:

EIDIM AV Technology

* th = Technician Hour

* ah = Administrator Hours

				LABOR		MATERIAL		EQUIPMENT	
NO.	ITEM DESCRIPTION	QTY	UNIT	Un. Cost	Ttl Cost	Un. Cost	Ttl Cost	Un. Cost	Ttl Cost
Administrative Work									
1	Processing of Submittals	2	mh	45.00	90.00		0.00		0.00
2	Catalog Change	0	mh	45.00	0.00		0.00		0.00
3	Scheduling	0	mh	45.00	0.00				0.00
4	As-built	0	mh	45.00	0.00		0.00		0.00
5	Reprographics	0	sf		0.00	0.15	0.00		0.00
6					0.00		0.00		0.00
Prime Contractor's Work Totals					90.00		0.00		0.00

Technical Work		QTY	UNIT	Un. Cost	Ttl Cost	Un. Cost	Ttl Cost	Un. Cost	Ttl Cost
	Equipment and Accessories								
7	<i>Please see EST #4963 -</i>	1	ls		0.00	692.24	692.24		0.00
8	Prepare new equipment quote sheets	1	th	45.00	45.00		0.00		0.00
9	Buyout for new equipment	0	th	45.00	0.00		0.00		0.00
10	Purchase orders and admin for new equipment	2	ah	45.00	90.00		0.00		0.00
11	Submittal preparation, new equipment	0	th	45.00	0.00		0.00		0.00
12	N/A	0	ah	45.00	0.00		0.00		0.00
13	Engineering, new equipment	0	th	65.00	0.00		0.00		0.00
14	Shipping	0	ea	0.00	0.00		0.00		0.00
	Shop Install, Added Equipment								
14	Shop Labor	0	mh	45.00	0.00		0.00		0.00
15	Cables, parts, accessories	1	ea	34.00	34.00	0.00	0.00		0.00
					0.00		0.00		0.00
	Field Install, Added Equipment				0.00		0.00		0.00
16	Field install of added components not part of original equipment list	8	mh	60.00	480.00		0.00		0.00
17	Programming	0	mh	65.00	0.00		0.00		0.00
18	Equipment Rental - Lift, Scaffold, Ladder or others	0	ea	650.00	0.00		0.00		0.00
19	Field R&R Existing Infrastructure	4		55.00	220.00		0.00		0.00
20	Onsite Training	0	mh	55.00	0.00		0.00		0.00
21	Warranty (Equipment) -	0	lot	25.00	0.00		0.00		0.00
22	Warranty (Tech support - email, call, onsite Support	0	Lot	55.00	0.00		0.00		0.00
23	Traveling (includes lodging and food)	0	Lot	0.00	0.00		0.00		0.00
24	Traveling (Miles) - Round Trip	260	mile	0.60	156.00		0.00		0.00
Technical Work Totals					1,025.00		61.00		0.00

CITY OF UKIAH

CONTRACT CHANGE ORDER

ORDER NO. 3

DATE: January 7, 2022

Contract for (Description of Facility): Council Chamber AV Replacement, Spec. No. 20-09Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400To: (Contractor): EIDIM Group, Inc. dba EIDIM AV Technology, 6905 Oslo Cir. Suite J, Buena Park, CA 90621

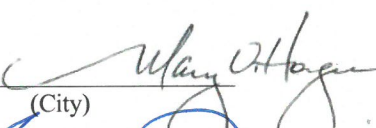
You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: City Project Manager

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
1. Additional Creston & DSP Control programming, as per EIDIM Estimate #5060 dated 12/7/2021.	N/A	2,724.00
1. Add additional 169 calendar days. As a result, the new deadline to complete the project is January 31, 2021.	N/A	N/A
ESTIMATED NET CHANGE IN CONTRACT PRICE		\$2,724.00

Justification (Detailed and Concise): Please see above.The amount of the Contract will be (~~decreased~~/**increased**/~~unchanged~~) by the estimated sum of: \$2,724.00.The contract total including this and previous Change Orders will be: two hundred eighty-one thousand four hundred eighty-seven dollars and sixty-seven cents. (\$284,211.67).The contract period provided for completion will be (**increased**/~~decreased~~/~~unchanged~~): 169 calendar days.

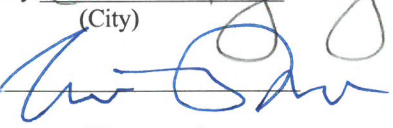
This document will become a supplement to the contract and all provisions will apply hereto.

Approved By: 

(City)

1/7/2022

Date

Accepted: 

(Contractor)

1/14/21

Date

This information will be issued as a record of any changes to the original construction contract.



Tel. (877) 773-4346
Fax. (562) 777-9120
6905 Oslo Circle Ste J
Buena Park, CA 90621

Estimate

Estimate D...	Estimate #
12/7/2021	5060

Name / Address
City of Ukiah 300 Seminary Avenue Ukiah, California 95482-5400

Ship To
City of Ukiah 300 Seminary Avenue Ukiah, California 95482-5400

Terms	FOB	Rep	Account #
Net 30		AVA	20200917

Qty	Item	Description	Cost	Total
1	Programming	** Change Order Request: PTZ Camera Auto tracking Programming ** Crestron & DSP Control programming	2,724.00	2,724.00

	Subtotal	\$2,724.00
	Sales Tax (8.25%)	\$0.00
	Total	\$2,724.00

*Customer must pre-pay full cost of the equipments in advance. Price valid for 30 days.
1. No patching, conduit, or painting and etc. will be included unless indicated in writing.
2. Depends on availability of the parts, it may take up to 3 weeks for the parts to arrive at the job site.
3. Customer must pay for all additional equipments: parts & accessories that are not in the invoice, result from change of order, typing error and accidental omission.
4. Customer must pay 35% restocking charge in case of exchange & return of item.
5. 4% Transaction Fee will be charged for Credit Card Transaction

Signature _____

E-mail
contact@eidim.com

Web Site
www.eidim.com

City of Ukiah - Council Chambers /PTZ Camera tracking programming

CONTRACT NO.:

Prime Contractor:

EIDIM AV Technology

* th = Technician Hour

* ah = Administrator Hours

				LABOR		MATERIAL		EQUIPMENT	
NO.	ITEM DESCRIPTION	QTY	UNIT	Un. Cost	Ttl Cost	Un. Cost	Ttl Cost	Un. Cost	Ttl Cost
Administrative Work									
1	Processing of Submittals	0	mh	47.00	0.00		0.00		0.00
2	Catalog Change	0	mh	0.00	0.00		0.00		0.00
3	Scheduling	2	mh	47.00	94.00				0.00
4	As-built	0	mh	47.00	0.00		0.00		0.00
5	Reprographics	0	sf	0.00	0.00	0.15	0.00		0.00
6					0.00		0.00		0.00
Prime Contractor's Work Totals					94.00		0.00		0.00

Technical Work		QTY	UNIT	Un. Cost	Ttl Cost	Un. Cost	Ttl Cost	Un. Cost	Ttl Cost
7		0	ls		0.00	0.00	0.00		0.00
8	Prepare new equipment quote sheets	0	th	0.00	0.00		0.00		0.00
9	Buyout for new equipment	0	th	0.00	0.00		0.00		0.00
10	Purchase orders and admin for new equipment	0	ah	0.00	0.00		0.00		0.00
11	Submittal preparation, new equipment	0	th	0.00	0.00		0.00		0.00
12	N/A	0	ah	0.00	0.00		0.00		0.00
13	Engineering, new equipment	0	th	0.00	0.00		0.00		0.00
14	Shipping	0	ea	0.00	0.00		0.00		0.00
Shop Install, Added Equipment									
14	Shop Labor	0	mh	0.00	0.00		0.00		0.00
15	Cables, parts, accessories	0	ea	0.00	0.00	0.00	0.00		0.00
					0.00		0.00		0.00
Field Install, Added Equipment					0.00		0.00		0.00
16	Field install of added components not part of original equipment list	0	mh	0.00	0.00		0.00		0.00
17	Programming	20	mh	95.00	1,900.00		0.00		0.00
18	Equipment Rental - Lift, Scaffold, Ladder or others	0	ea	0.00	0.00		0.00		0.00
19	Field R&R Existing Infrastructure	0		0.00	0.00		0.00		0.00
20	Onsite Training	2	mh	65.00	130.00		0.00		0.00
21	Warranty (Equipment) -	0	lot	0.00	0.00		0.00		0.00
22	Warranty (Tech support - email, call, onsite Support)	0	th	47.00	0.00		0.00		0.00
23	Traveling (includes lodging and food)	2	Lot	300.00	600.00		0.00		0.00
24	Traveling (Miles) - Round Trip	0	mile	0.60	0.00		0.00		0.00
Technical Work Totals					2,724.00		0.00		0.00

Please return to:

CITY OF UKIAH
300 Seminary Avenue
Ukiah, California 95482-5400
(707) 463-6200

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the project described as: Council Chambers AV Replacement Project, Specification No. 20-09.
2. That the nature of the title to the Upgrade of technology in the City of Ukiah's Council Chamber and establish audio/visual capability in the City of Ukiah's conference rooms Nos. 3 and 5.
3. That on the October 10, 2022, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is EIDIM Group, Inc., 1015 S Placentia Ave. Fullerton, CA 92831
5. That the property location of work performed herein referred to is situation in the County of Mendocino, State of California, and is described as follows: City Hall - 300 Seminary Ave, Ukiah, California; and City Hall Annex - 411 West Clay Street, Ukiah California.

I hereby certify under penalty of perjury that the forgoing is true and correct:

City Council Approval CITY OF UKIAH, a Municipal Corporation

_____	By: _____	_____
Date	Kristine Lawler, City Clerk	Date

State of California

County of Mendocino

Exempt from recording fees pursuant to Government Code Section 27383



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Approval of Scope of Work for General Plan Mobility Subconsultant GHD to Expand the City's SB 743 Methodology to Include Multimodal Networks; Approval of Contract Amendment with Mintier Harnish, General Plan Consultants; and Approval of Corresponding Budget Amendment.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter, Community Development Director

PRESENTER: Craig Schlatter, Community Development Director

ATTACHMENTS:

1. 9-21-22 13a Presentation Given at Meeting
2. Ukiah SB-743 Methodology-10.3.22 GHD memo
3. Ukiah SB-743 Mitigation Proposal_10.21.22
4. Amendment 3- C#1819190 (GHD SB 743)

Summary: Council will consider approving a scope of work for General Plan Mobility Subconsultant GHD to expand the City's SB 743 methodology to include multimodal networks. Council will also consider approving the corresponding amendment to the contract with Mintier Harnish, General Plan consultants, as well as a corresponding budget amendment.

Background: As a part of the City's update to its General Plan and associated Draft Environmental Impact Report (DEIR), Council has discussed with Staff and approved methods of evaluation of transportation-related Green House Gas (GHG) emissions as required under SB 743. This effort has involved analysis and development of a methodology and thresholds by the City's General Plan mobility subconsultant, GHD.

On September 15, 2022, GHD completed a Technical Memorandum describing a proposed methodology for assessing transportation impacts in Ukiah consistent with SB 743 and current California Environmental Quality Act (CEQA) Guidelines. At its September 21, 2022 meeting (see Attachment 1 for a copy of the presentation slides for the September 21 meeting), Council discussed the proposals and voted to continue the item to the October 5, 2022, meeting so that further analysis could be undertaken and key questions by Council answered.

At the October 5, 2022 meeting, Council discussed the updated Technical Memo prepared by GHD on October 3, 2022 (Attachment 2). As noted by Staff and GHD in the presentation of the updated thresholds, the recommendations provided a "99% solution," meaning that the methodology and thresholds proposed were expected to be appropriate for 99% of future projects in Ukiah. Staff also noted that a "100% solution," which would require expansion of the SB 743 methodology to include multimodal networks and acceptable mitigation options, was possible but would need additional research and analysis. Council approved the baseline methodology and thresholds proposed in the October 3, 2022 Technical Memo and directed Staff to return with a scope of work and possible contract amendment to pursue the 100% solution.

Discussion: GHD has prepared a scope of work and cost proposal (Attachment 3) to expand the City's SB 743 approach to include multimodal networks. As noted within the proposal, this work would result in the preparation of a technical memorandum outlining impact reduction and mitigation options. Combined with the Council-approved methodology and thresholds contained within the October 3, 2022 technical memo

(Attachment 2), the new memo is expected to provide a comprehensive SB 743 methodology for 100% of future projects in Ukiah.

Per email correspondence with GHD staff on October 26, 2022, GHD noted the methodology was expected to be quite a bit of additional work but they had "found an internal funding program to help develop a significant portion of it, and their fee to the City essentially represents the effort necessary to build in the Ukiah-specific elements (a bikeway network, bikeway improvements, etc)." Consequently, of the \$34,290 total project cost, GHD would fund \$12,765, leaving a City contract amendment (Attachment 4) for the additional work at a not to exceed cost of \$21,525.

Staff recommends Council approve the scope of work in Attachment 3 and contract amendment within Attachment 4. If approved, the scope of work would become "Exhibit 1" of the contract amendment within Attachment 4.

Recommended Action: Approve scope of work for General Plan mobility subconsultant GHD to expand the City's SB 743 methodology to include multimodal networks; contract amendment with Mintier Harnish, General Plan consultants; and a corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 31523100.52100.18146: \$0

PROPOSED BUDGET AMOUNT: 31523100.52100.18146: \$21,525

FINANCING SOURCE: Advanced Planning Fund (2040 General Plan)

PREVIOUS CONTRACT/PURCHASE ORDER NO.: C#1819190

COORDINATED WITH: Todd Tregenza, Colin Burgett, and Donald Hubbard, GHD

Approved: 
Sage Sangiacomo, City Manager



Ukiah SB-743 Approach

→ September 2022

Welcome

Topics Covered

- Background on SB-743
- Proposed Approach
- Thresholds and Screening
- Questions & Answers



Background on SB-743

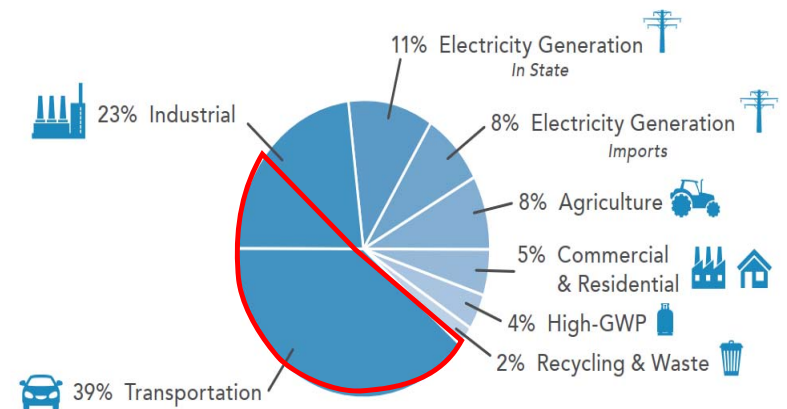


Why Was SB-743 Passed?

- California faces related, simultaneous crises in housing and climate change.
- Transportation accounts for about half of California's carbon footprint. We can't meet our GHG reduction goals unless something is done about
- Incremental measures to reduce GHG are not working. Legislators felt that something more drastic is needed



CALIFORNIA CARBON EMISSIONS



2015 Total Emissions

California Off-Track in Race to Meet 2030 and 2050 Climate Goals



The Goals of SB-743

- Correct an unintended consequence of CEQA, which was to make infill development difficult relative to greenfield development*
- Align CEQA traffic analysis with greenhouse gas reduction goals
- Simplify approval of bicycle, pedestrian, transit, and transit-supportive projects
- Eliminate the need for lengthy, expensive traffic studies

* A recent study found that environmentally-friendly projects are the most common targets for CEQA lawsuits. **98%** of the proposed homes targeted by CEQA lawsuits were infill housing, mostly multi-family



Revised
Proposal on
Updates to
the CEQA
Guidelines on
Evaluating
Transportation
Impacts in
CEQA

Implementing Senate Bill
743 (Steinberg, 2013)

The Challenges of SB-743

- SB-743 overturned decades of practice regarding how traffic impacts are analyzed. It specifically prohibits the use of level-of-service to determine traffic impacts under CEQA
- Although the law went into effect state-wide in July 2020, the replacement methodologies are only partly fleshed out and many uncertainties remain.
- The guidelines are confusing and certain to be interpreted differently by different people. This is a ripe environment for lawsuits
- There is not yet any established body of case law to show what analytical approaches courts will accept, or what mitigations will suffice. Just because an agency thinks that an approach is acceptable does not mean that courts will agree, and it is the courts' opinions that count

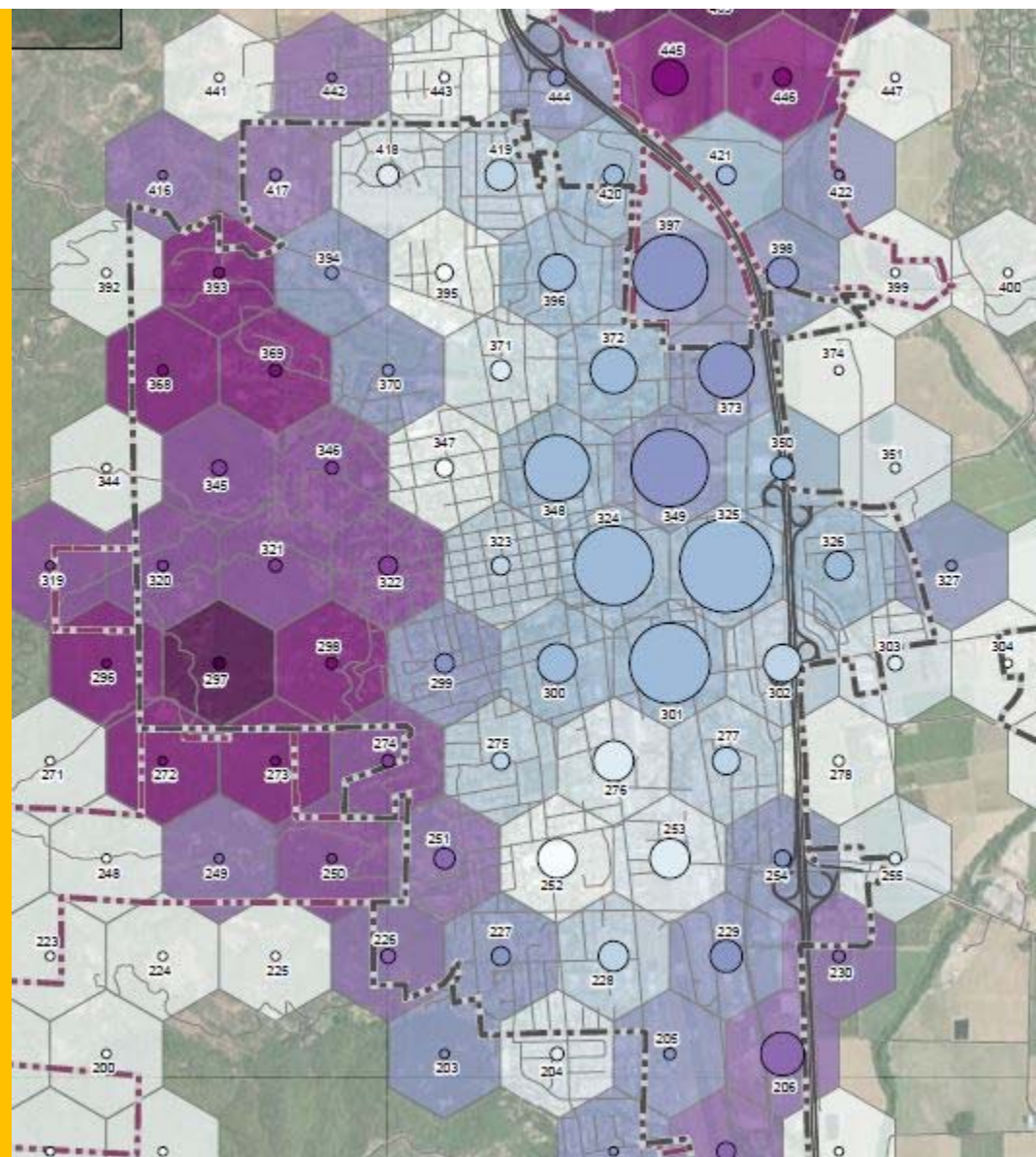


So what Happens to LOS?

It's not going away:

- The authority to set local infrastructure standards, including roadway LOS, are based on local jurisdictions' police powers. This authority is independent of CEQA; CEQA could be revised or even repealed in its entirety and a jurisdiction's authority to maintain LOS standards would be unimpaired
- Moreover, use of LOS is still legally required by other California laws, and is commonly used in Federal programs
- Besides, it is needed as an input for design work, air quality analysis, etc.
- So few, if any, jurisdictions have stopped using LOS. They simply shifted it from a CEQA requirement to a General Plan requirement. This is what happened previously when parking impacts were removed from CEQA





SB-743 Requirements

- SB-743 leaves the choice of metrics and methodologies up to the lead agency
- The intent for SB-743 is that, “*Those criteria shall promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses.*” (§ 21099(b)(1))
- The “and” means that all 3 goals must be addressed. Our proposed approach does just that:
 - o Reduces GHG emissions by substituting short commutes for long ones
 - o Promotes multimodal transportation networks by putting jobs within biking and walking range of residential neighborhoods, and by prioritizing development of non-auto paths
 - o It promotes a diversity of land uses by reducing jobs/housing imbalances

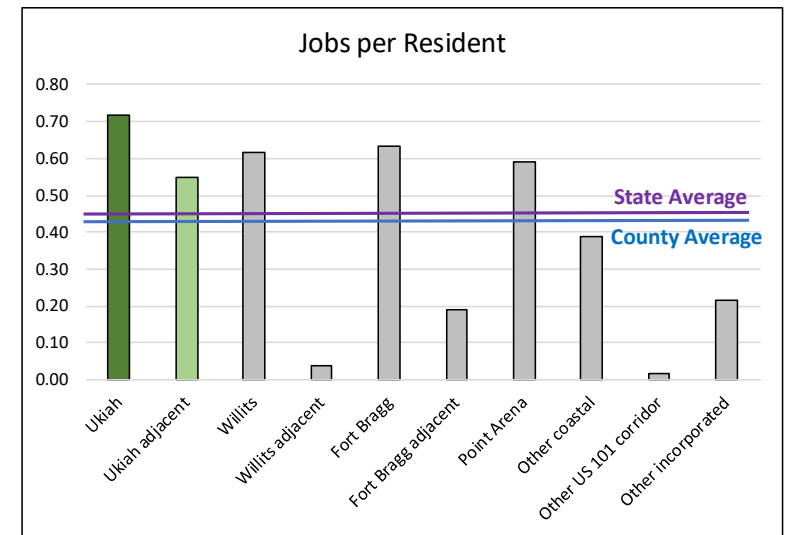
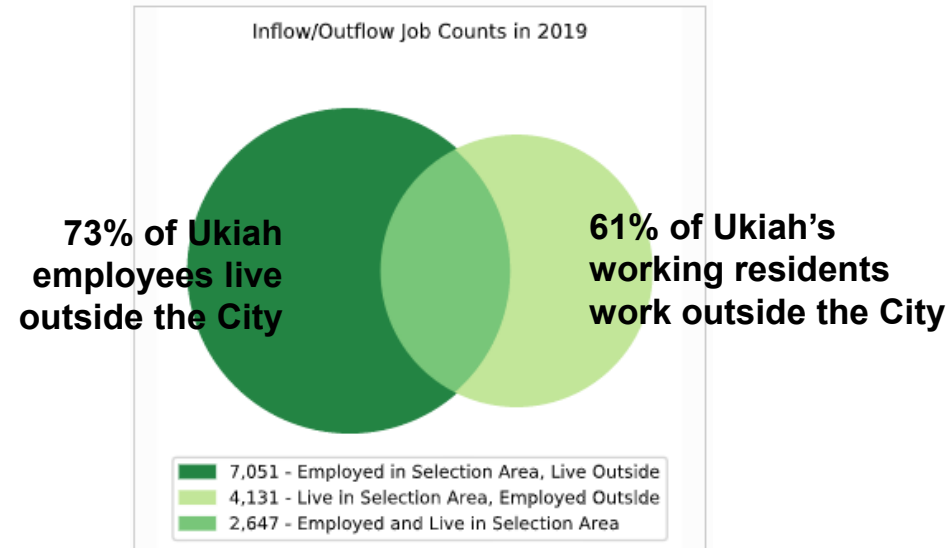
Although this legislation is directed towards climate change and affordability concerns, it could just as easily have been pursued for quality-of-life reasons. People like living walkable communities with shops and services conveniently nearby

Overview of Approach

- Make the argument that Ukiah is the smart growthiest place in Mendocino. The larger the share of the county's growth that is channeled to Ukiah the better, for a host of reasons mentioned in CARB's *Climate Change Scoping Plan* (farm and forest preservation, use of non-auto modes, etc.)
- Create a scoring system that would allow GP alternatives to be evaluated based on how well they achieve the three goals set forth in §21099(b)(1):
 - Reducing **GHG emissions**
 - Promoting **multi-modal transportation networks**
 - Promoting a **diversity of land uses**

Diversity of Land Uses

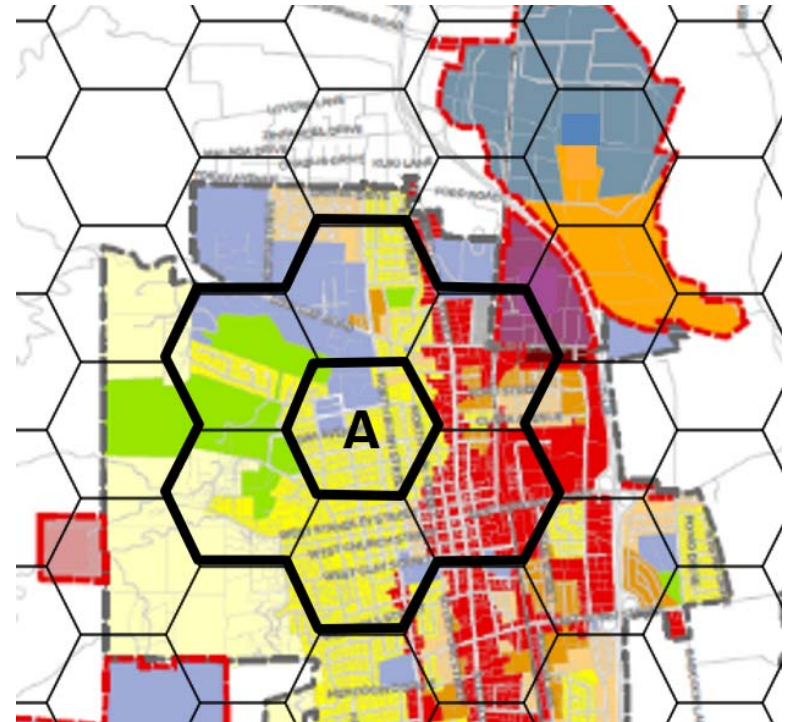
- Ukiah's current job/housing balance is skewed towards jobs, yet only about 1/4th of the jobs are held by local residents. There are large volumes of both imported and exported workers
- A possible criteria would be to classify land uses into residential, retail, and other non-residential. The goal would be to bring these 3 classes into local balance, with the region-wide average ratio being taken as the ideal mix
- This could be done as a GIS buffering exercise. The idea is that a local balance is needed to make walking and biking viable options



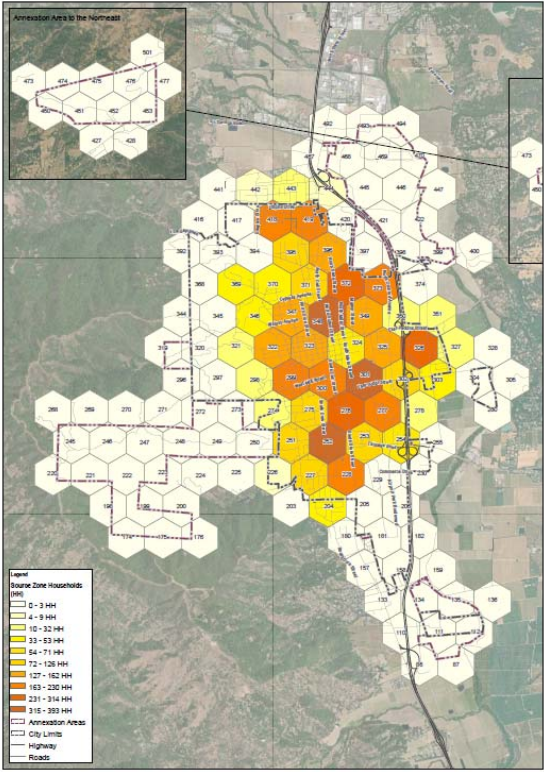
I GHD

Diversity of Land Uses - Methodology

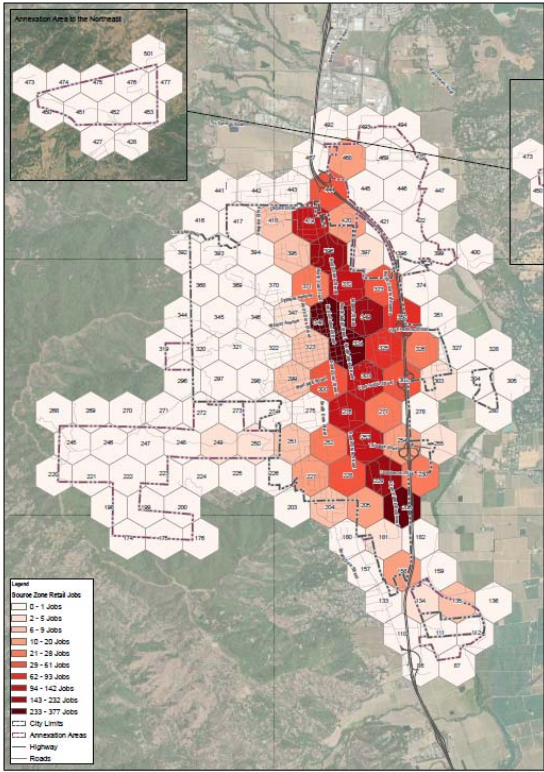
- Divide the study area into hexagons
- Find the number of households, retail jobs, and non-retail jobs for each hexagon using parcel data
- Compute the jobs/housing, jobmix, and retail/housing diversity scores for each hex, including its immediate neighbors
- Weight the 3 diversity scores by the % of trips they represent, then combine into a single score for each hexagon
- Compare the aggregate scores for different alternatives



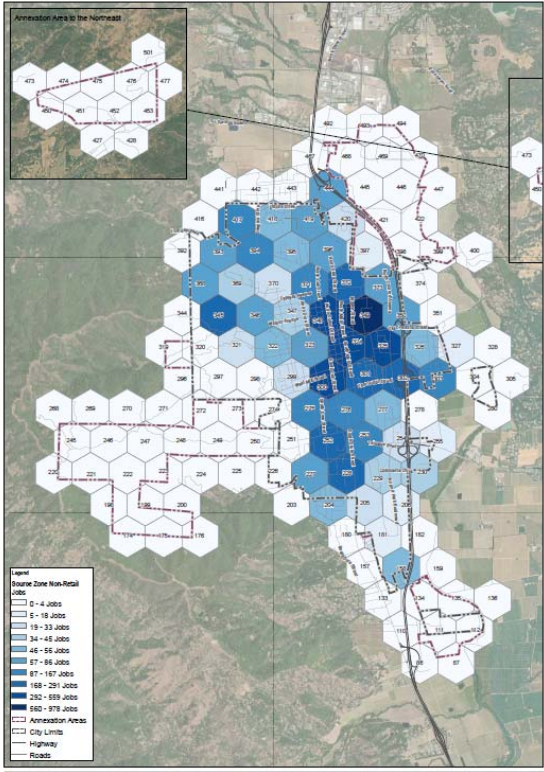
Split the Study Area into Hexagons



Households



Retail Jobs



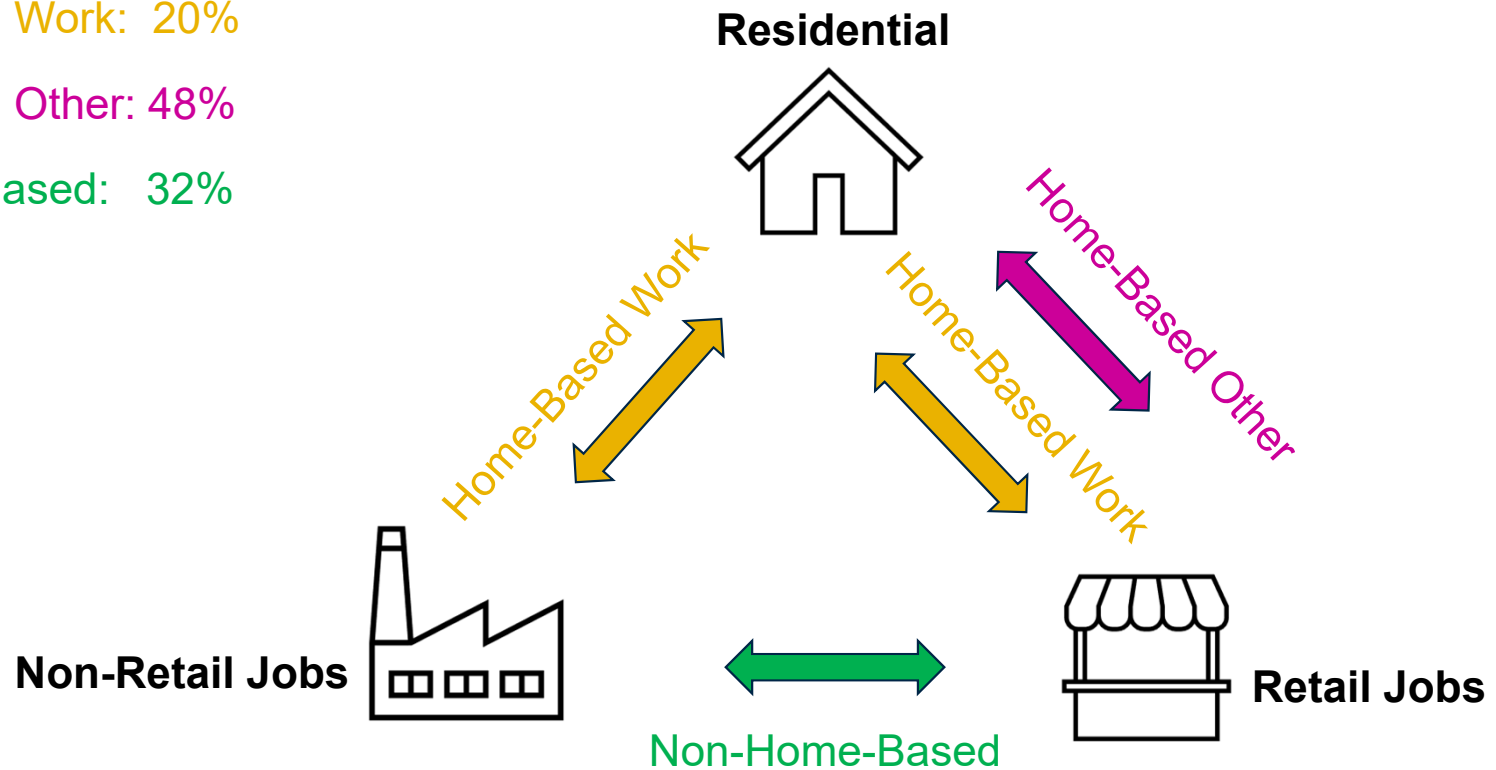
Non-Retail Jobs

Interactions between Land Uses

Home-Based Work: 20%

Home-Based Other: 48%

Non-Home-Based: 32%



Diversity of Land Uses - Equations

Interactions between housing and jobs

$$\text{Jobs/Housing Diversity} = 1 - [\text{ABS}(b \cdot \text{HHs} - \text{EMP}) / (b \cdot \text{HHs} + \text{EMP})]$$

$$\text{Jobmix Diversity} = 1 - [\text{ABS}(c \cdot \text{REMP} - \text{NEMP}) / (c \cdot \text{REMP} + \text{NEMP})]$$

$$\text{Retail/Housing Diversity} = 1 - [\text{ABS}(b \cdot \text{HHs} - \text{REMP}) / (b \cdot \text{HHs} + \text{REMP})]$$

Interactions
between housing
and retail/services

Interactions between retail and non-retail jobs

Where:

HH = Number of households

REMP = Number of Retail and Service Jobs

NEMP = Number of Non-Retail Jobs

EMP = Total number of jobs (i.e. REMP + NEMP)

b = total regional employment / total regional households

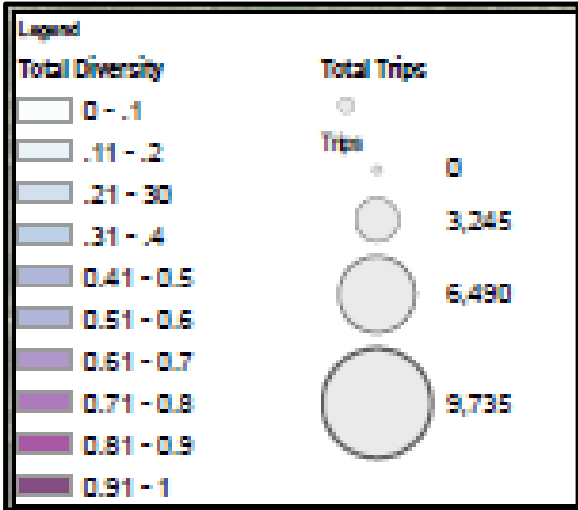
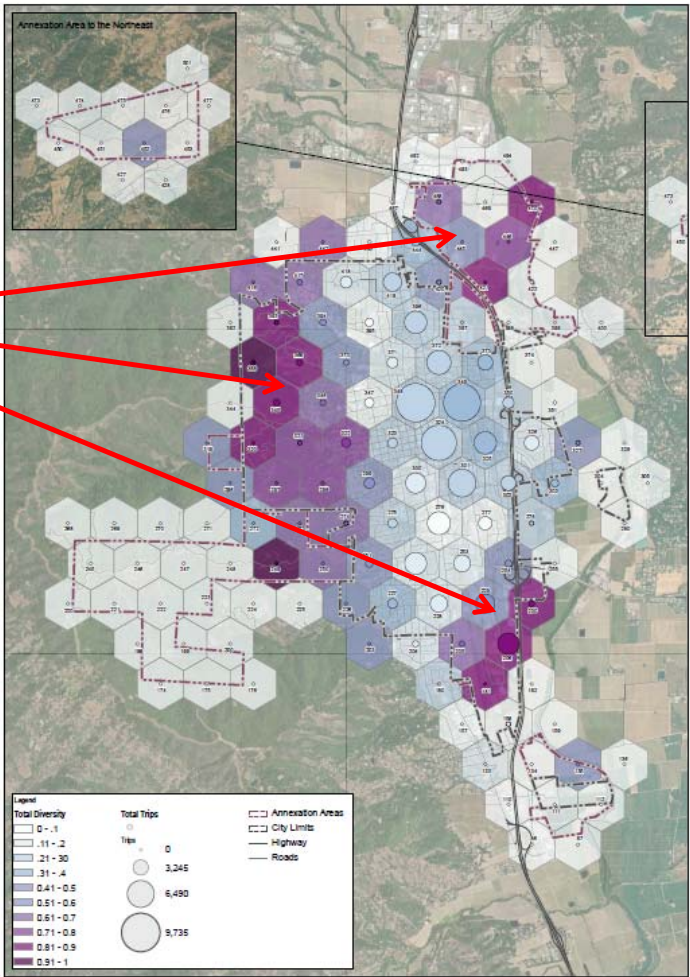
c = total regional non-retail jobs / total regional retail jobs

d = total regional retail/service employment / total regional households

**Scores range from -1 to 1.
The lower the score, the
better (the less deviation
from the ideal mix). Ideal
score is zero.**

Combined Diversity Score – Existing Conditions

Area with existing
land use
imbalances



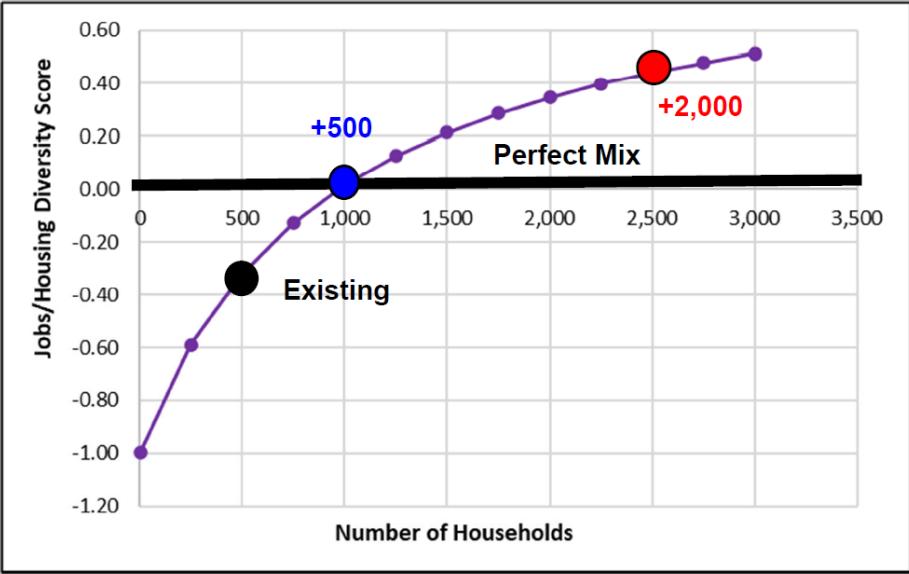
Hypothetical Proposed Project

Developer proposes to build a residential project in a hexagon that, with its neighboring six hexagons, currently has 500 dwelling units, 500 retail jobs, and 500 non-retail jobs. The developer would like to build 2,000 additional dwelling units, but their EIR will include a reduced-impact alternative with only 500 additional dwelling units.

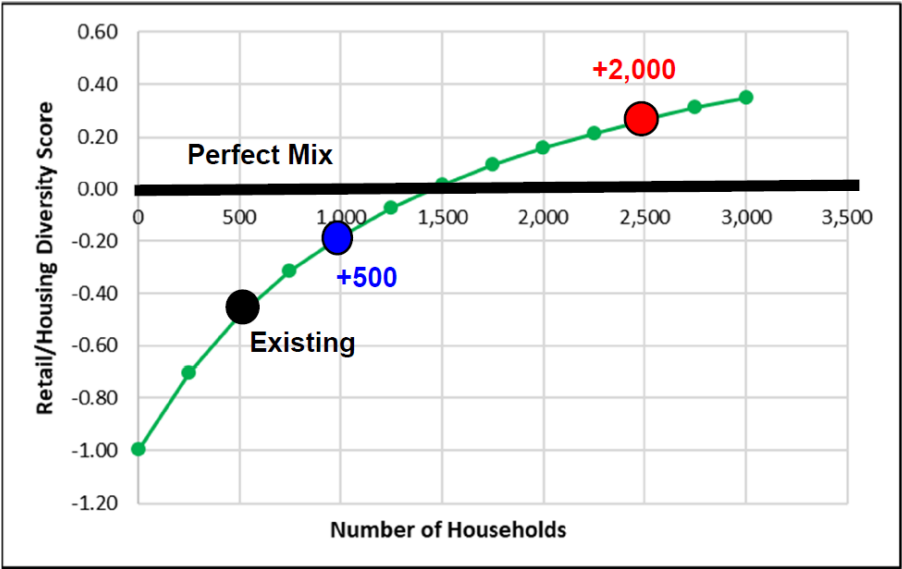
City staff would note the diversity indices for existing conditions, then add 2,000 households and note the results. They would repeat the procedure for 500 households. When they tabulate the results, they would get a table like this:

Project Alternative	Jobs/ Housing Diversity	Jobmix Diversity	Retail/ Housing Diversity	Total Diversity Score	% Improvement in Diversity
Existing City Average	0.27	0.24	0.35	0.30	
Existing Project Hexagon	-0.32	0.33	-0.49	0.40	
+500 DUs	0.02	0.33	-0.18	0.20	51%
+2,000 DUs	0.44	0.33	0.27	0.32	22%

Identifying the Sweet Spot

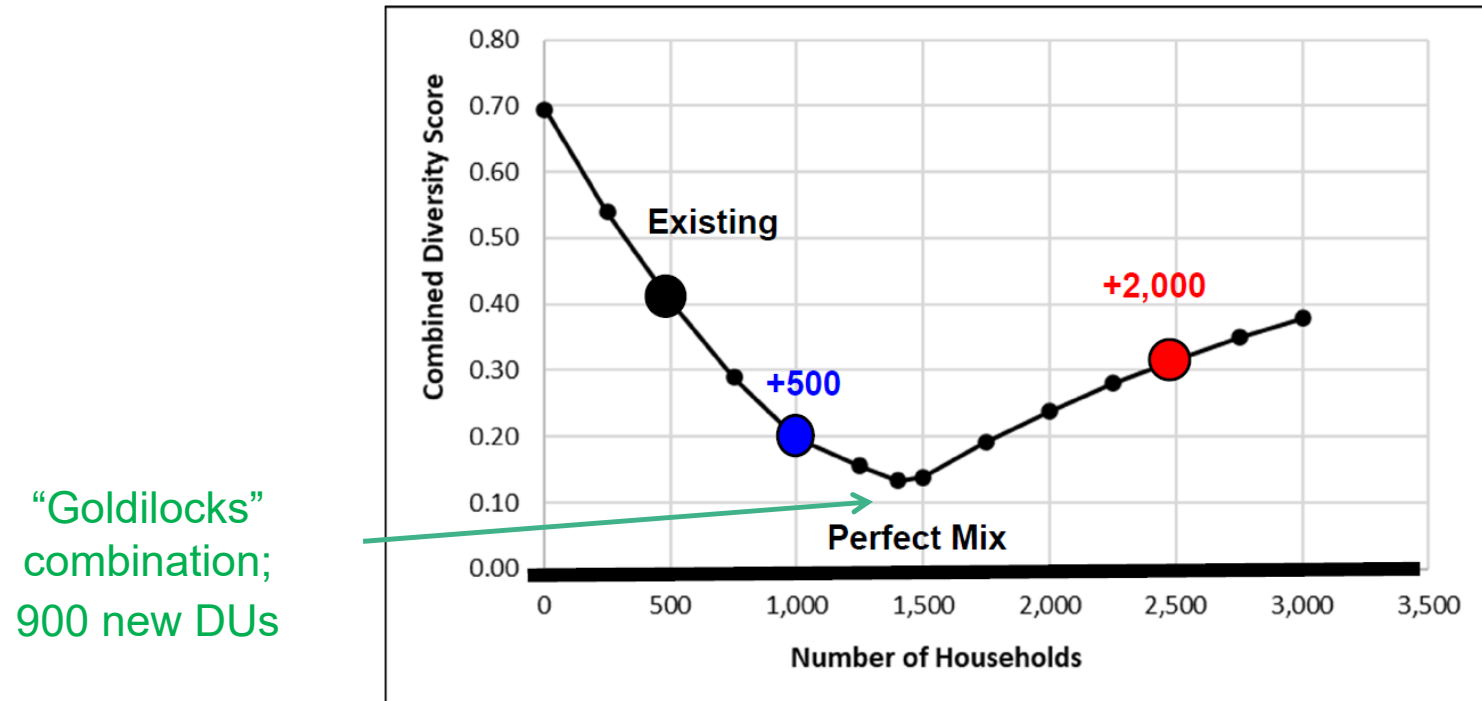


Jobs/Housing Diversity



Retail/Housing Diversity

Identifying the Sweet Spot



Combined Diversity Score

Advantages of this Methodology

Advantages:

- Focuses on the root cause of VMT; land use imbalances
- Plays to Ukiah's relative strengths (compact, walkable, etc.)
- Provides nuanced, informative results
- Open architecture. Easy to modify if desired (more land use types, for example)
- Very user-friendly. No need to for expensive modeling software or training. Can be done by staff using spreadsheet software they already have

Disadvantages:

- Uses a legally untested approach (though VMT has not been tested, either)
- Not suitable for large study areas with major transit infrastructure



Thresholds & Screening



Discussion of Thresholds

- Lead agencies are not required to adopt thresholds, but they must base their conclusions on *something* supported by substantial evidence; failure to do so leaves an EIR vulnerable to challenge
- It is best practice to adopt general thresholds through an ordinance because:
 - It provides clear guidance to staff, developers, and the public
 - It provides a level playing field; all projects are treated equally
 - The analysis of substantial evidence need only be done once
 - The process is open, transparent, and takes place at the City Council level
- Using ad hoc thresholds leaves EIRs open to manipulation and pressure, and adds to the cost and uncertainty of EIRs

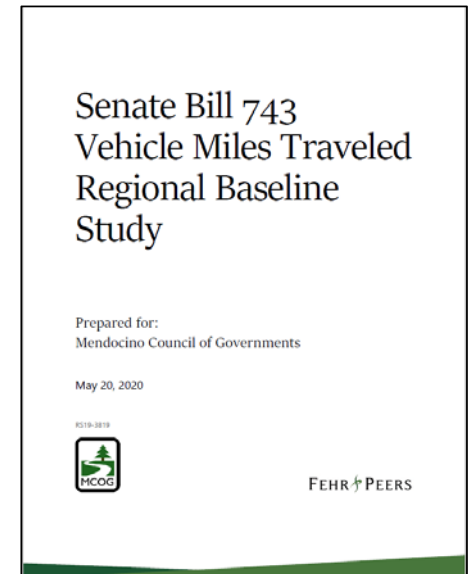
Discussion of Thresholds

Thresholds have 3 components, namely:

- 1) A unit of measurement
- 2) A target amount of reduction
- 3) A baseline that the reduction is measured from

MCOG Study

- Mendocino COG commissioned a study of SB-743 issues in 2020
- The study did not appear to reach a specific conclusion regarding numerical thresholds
- It suggested using VMT per service population (combined housing and employment) as a metric. That would be problematic for Ukiah.
- Because work trips tend to be longer than other trip types, using "service population" may produce a nonsensical result for employment centers. Their VMT/service population may be above average even if each individual component (VMT/job and VMT/resident) is below the regional average



Population Measured	City 1 Bedroom Community		City 2 Employment Center	
	Number	VMT/Unit	Number	VMT/Unit
Employees	10,000	18.0	20,000	16.0
Residents	20,000	10.0	10,000	8.0
Service Population	30,000	12.7	30,000	13.3

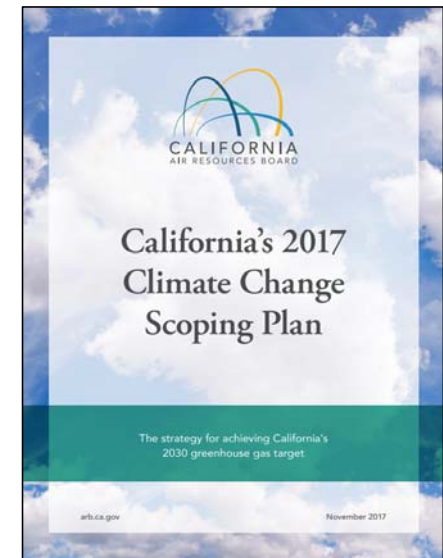
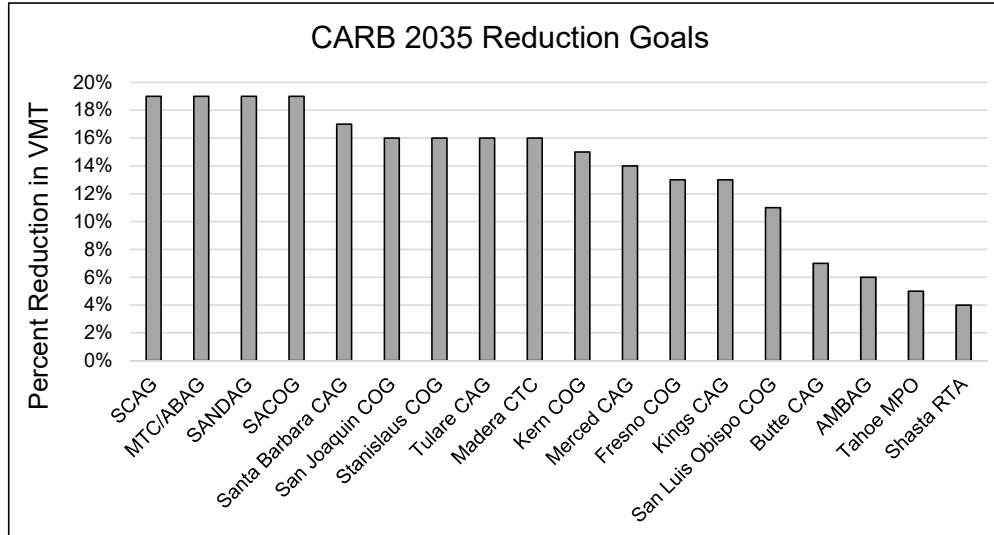
11% below average

20% below average

5% above average

How Much of a Reduction is Enough?

- CARB concluded that an average 15% reduction is needed to achieve the State's GHG reduction goals (see *California's 2017 Climate Change Scoping Plan*)
- However, this state-wide average may not be appropriate for all jurisdictions, and CARB has set higher targets in some MPO areas and lower targets in others
- Ukiah is not in a MPO area and is not bound by any of these targets. It is most similar to Shasta RTA, which has a 4% target reduction



SB-743 Thresholds

- SB-743 is somewhat unusual in that a City has some flexibility to select thresholds that suit its policy goals:
 - If located in a large metropolitan area, it can choose to use a threshold based on averages for the MPO region as a whole. This will likely result that residential development in outer suburban cities will have significant VMT impacts because it is compared to the urban core
 - It can use a threshold based on county averages, which will result in developments in existing towns having less-than-significant impacts compared to developments in rural areas
 - It can use the city average VMT, meaning that developments in the center will be less-than-significant and the developments on the periphery will likely have significant impacts
- Threshold(s) should be done by ordinance separate from the General Plan, otherwise you would need a General Plan amendment each time you want to change it

Proposed Framework for SB-743 Thresholds

A land development project would be deemed to have a significant impact if:

The Plus Project condition results in a combined diversity score greater than 0.20, and the combined diversity score improves less than 4%.

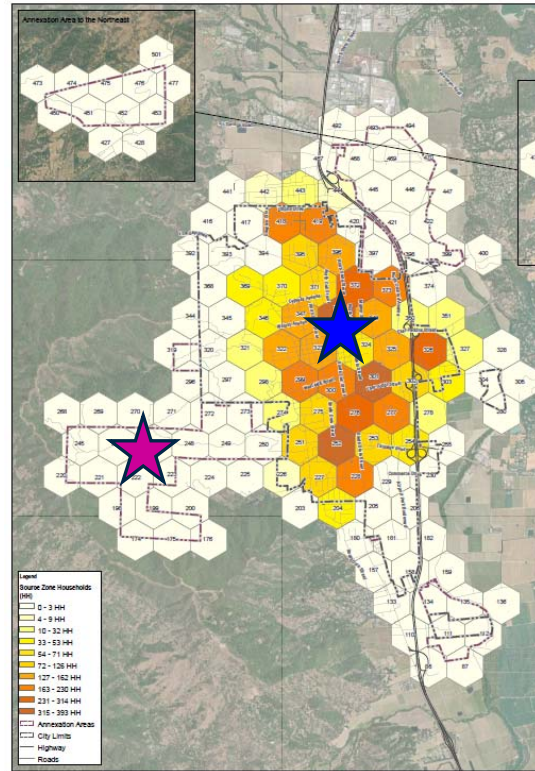
What it means:

- This allows for some densification of balanced areas, If you have areas that are already pretty well balanced then you can add more to them, so long as you don't tip them out of balance
- If you are building in an area that is currently unbalanced, then you are required to push it (at least a little) in the direction of being more balanced.

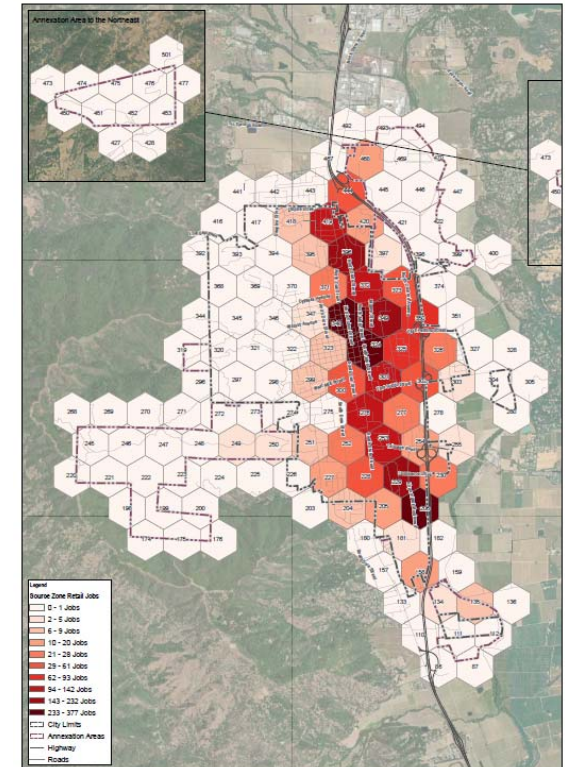
Effect of the SB-743 Threshold

	<u>Fringe Development</u>	<u>Infill Development</u>
Old System	Easy	Hard
New System	Hard	Easy

SB-743 flips the script. It used to be easy to build on the urban fringe but hard to build infill. The new system makes it easier to build infill and harder to build on the fringe.



Households



Retail Jobs

Screening out for Small Project Size

- The intent is to not over-burden small projects with negligible impacts with a need for costly analysis
- CEQA Guidelines provide for a Class 1 categorical exemption for an expansion of an existing use of up to 10,000 sq.ft. based (§15301(e)(2)). The 10,000 sq.ft. figure also applies for new non-residential projects in urban areas (Class 3 exemption, §15303(c)). The figure is 2,500 sq.ft. in rural areas.
- OPR interpreted this to be 110 trips/day, based on Single Tenant Office Building (ITE Code 715) as a “typical” use. It is unclear what the legal basis would be for departing from direct use of the 10,000 sq.ft.
- Other agencies extended this logic of analogies to previously-exempt projects. LADOT uses 250 trips and San Diego 300 trips. These are not yet tested in court
- The most defensible approach would be to use the thresholds exactly as they are written in the CEQA Guidelines

Thresholds for Transportation Projects

- “Those criteria shall promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses.”
- We recommend setting a threshold that explicitly focuses on balancing transportation modes within the city. An example would be:
“A project’s impacts shall be deemed significant if it results in a percentage increase in road capacity higher than the percentage increase in bicycle or multi-use capacity.”
- Note that this threshold would make all active transportation projects presumptively less-than-significant.
- It would not preclude the City from undertaking road expansion projects, but it would mean that such projects would need to include expansion of the bicycle facility system as well.
- As written, it would require a 1:1 expansion of the two systems, but it could easily be tweaked to require a 2:1 or 3:1 expansion of bike facilities to help that system catch up with the facilities offered to cars.



Questions & Answers





Technical Memorandum

October 3, 2022

To	Craig Schlatter, City of Ukiah	Contact No.	(707) 463-6219
Copy to	Jim Harnish, Mintier Harnish	Email	cschlatter@cityofukiah.com
From	Colin Burgett	Project No.	11196303
Project Name	City of Ukiah General Plan Update		
Subject	SB-743 Methodology		

This memorandum augments the prior memorandum provided by GHD (dated September 15, 2022) concerning the proposed SB-743 methodology with the following additional information relevant to upcoming discussions concerning the proposed SB-743 methodology:

- Comparison of the citywide land use diversity score with the regional rate for Mendocino County;
- Screening threshold recommendations by type of project; and
- Example application of the proposed diversity index methodology to hypothetical projects on the edges of Ukiah.

1. Comparison with Countywide Land Use Diversity

Table 1 provides a comparison of the existing citywide and countywide land use diversity scores, based on the distribution and proximity of households, retail and non-retails. The diversity score ranges from 0.00 to 1.00, with lower scores (close to 0.00) representing diverse conditions, and higher scores (closer to 1.00) representing less diverse conditions.

As shown, under existing conditions, the Countywide diversity index is 0.50, while the City of Ukiah score is 0.30, indicating that the diversity of land uses in Ukiah that is superior to the Countywide average. This reflects the fact that a large portion of Ukiah residents live relatively close to work and/or local services, generating lower rates of vehicle miles traveled (VMT).

Table 1: Land Use Diversity Score (City & County)

Area	Existing Total Land Use Diversity Score
City of Ukiah	0.30
Mendocino County	0.50

Note: The diversity score ranges from 0.00 to 1.00, with lower scores (close to 0.00) representing diverse conditions, and higher scores (closer to 1.00) representing less diverse conditions.

2. Screening Recommendations

Local agencies may identify screening thresholds to quickly identify when a project should be expected to cause a less-than-significant impact without conducting a detailed study. The screening thresholds may be based on characteristics including project size, location, transit availability or provision of affordable housing, consistent with guidance provided by the Governor's Office of Planning and Research (OPR).

Table 2 summarizes recommended screening thresholds by project type. Taking into account the unique travel characteristics of Ukiah, all residential projects in Ukiah could be screened from further analysis as recommended below, because (1) residences located in Ukiah generate low rates of home-based VMT per Capita compared to the rest of Mendocino County (roughly half the Countywide average based on the Mendocino COG travel demand model) given greater proximity to jobs and services; and (2) Ukiah has a jobs/housing imbalance, with an excess of jobs relative to the number of households, that results in most Ukiah jobs being filled by non-resident commuters; therefore the provision of housing projects in Ukiah would increase the likelihood that that a larger portion of workers employed in Ukiah may also reside in Ukiah, thus reducing VMT given shorter commute lengths.

Table 2: Screening Recommendations

Type of Project	Recommended Screening Thresholds for City of Ukiah
Small Projects	Projects that meet the existing CEQA categorical exemptions: Class 1 exemption, for small expansions of existing uses, and Class 3, for new small projects, as specified in CEQA Guidelines §15301 and §15303
Residential Uses	Residential ¹ projects.
Employment Uses ² in Areas with a Diverse Mix of Land Uses	Proposed employment uses in zones with a total diversity score at least 4% better than the Countywide average.
Local-serving Retail	Neighborhood shopping centers ³ with a total gross leasable area of up to 125,000 square feet, with multiple tenants typically anchored by a supermarket or drugstore; and single tenant local-serving retail projects of 50,000 sq. ft. or less.
Projects in Proximity to Major Transit Stops	Projects within one-half (0.5) mile of a transit stop with 15 minute or less headways, unless the project has a Floor Area Ratio (FAR) of less than 0.75, reduces the supply of affordable housing, or includes more parking than required under the zoning code.
Transportation Projects	Roadway, transit, bicycle, and pedestrian projects that do not lead to a measurable increase in vehicle travel.

¹ All residential projects in Ukiah may be expected to result in less than significant transportation impacts relevant to VMT and SB-743, because (1) residences located in Ukiah generate low rates of home-based VMT per Capita compared to the rest of Mendocino County (roughly half the Countywide average based on the Mendocino COG travel demand model) given greater proximity to jobs and services; and (2) Ukiah has a jobs/housing imbalance, with an excess of jobs relative to the number of households that results in most Ukiah jobs being filled by non-resident commuters; therefore the provision of housing in Ukiah would increase the likelihood that that a larger portion of workers employed in Ukiah may also reside in Ukiah, thus reducing VMT given shorter commute lengths.

² The screening threshold for employment uses would be applicable to proposed commercial land uses in which most daily trips would be generated by employees (not customers), such as proposed office projects.

³ Neighborhood shopping centers of up to 125,000 square feet as defined by the International Council of Shopping Centers (ICSC) U.S. Shopping Center Classification and Characteristics, provide 30,000 to 125,000 square feet of gross leasable area, typically anchored by a supermarket and/or large drugstore with a trade area of 3 miles or less.

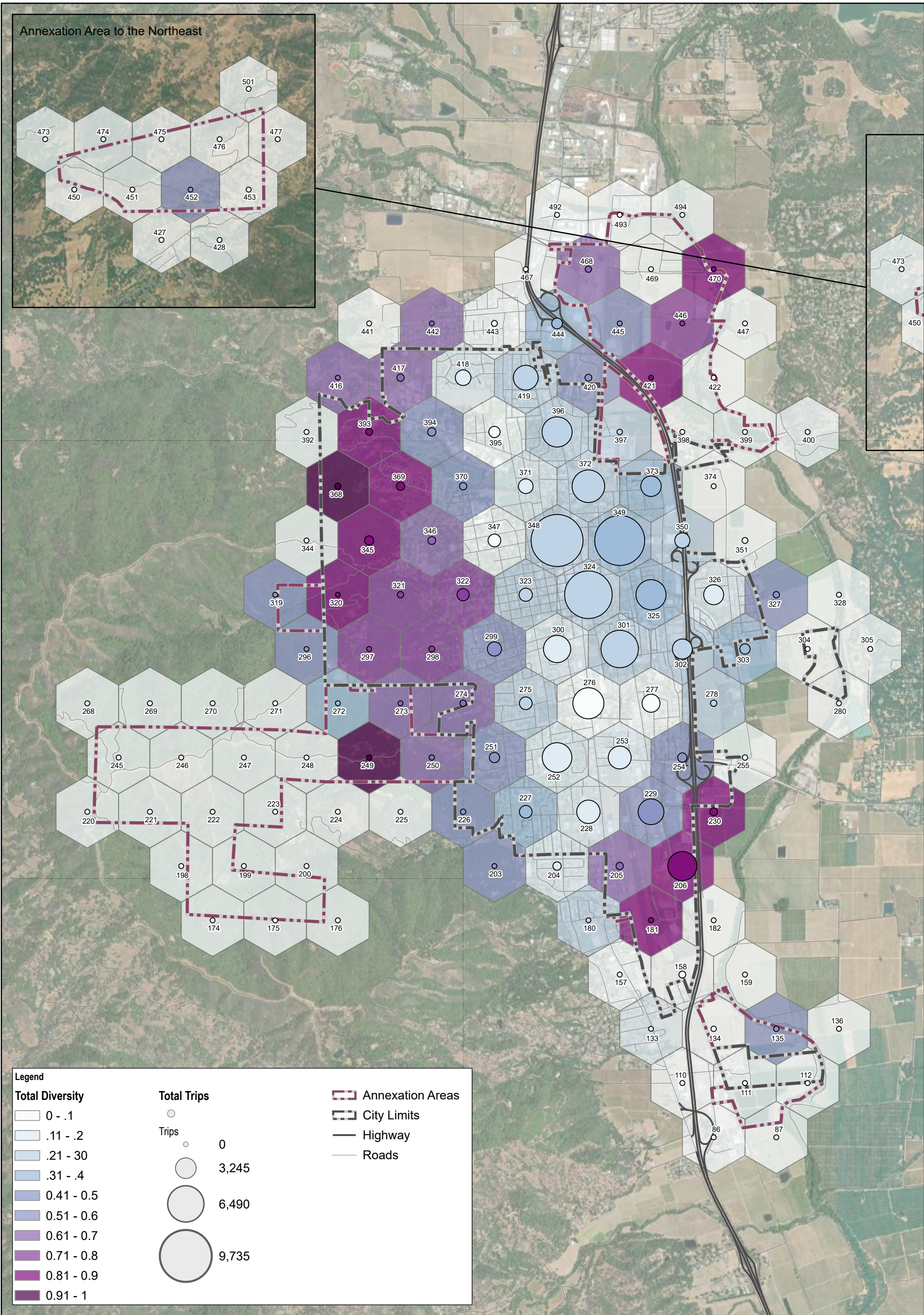
3. Hypothetical Projects at Edge Locations

In response to questions about the likely impacts for potential projects at “edge locations” near the City limits, in areas that are currently undeveloped, several hypothetical projects were considered as examples for upcoming discussion. Table 3 summarizes the potential impact findings, based on the comparing the diversity score for the Project area (Hex Zone) with the Countywide average. The diversity score for individual Hex zones takes into account the land use diversity of adjacent Hex zones. The methodology for assessing interconnectivity between adjacent Hex zones may also be refined for Ukiah to further incorporate multi-modal characteristics and travel amenities. Figure 1 shows the Hex Zone locations.

Table 3: Hypothetical Projects at Edge Locations

No	Hypothetical Project	Location (Hex Zone)	Total Diversity Score for Project Zone		Potential Impact Finding based on Comparison with Countywide average ⁴
			Existing	Existing plus Project	
1	Industrial near North edge of Ukiah	492	N/A (undeveloped)	0.23	Less than significant
2	Retail >150,000 sq ft near South edge of Ukiah	181	0.87	0.93	Significant requiring mitigation(s). For projects requiring mitigations: mitigation options specific to the City of Ukiah could be identified as this analysis methodology is refined further. Potential mitigations could include provision of multi-modal improvements (such as potential connections to a planned bicycle/pedestrian path along Airport Road that will connect the South edge of Ukiah with downtown).

⁴ Project impacts would be considered less than significant if the total diversity score for the project zone under Existing plus Project conditions would be at least 4% lower than the Countywide average of 0.50



Paper Size ANSI B
0 500 1,000 1,500 2,000
US Feet

Map Projection: Lambert Conformal Conic
Horizontal Datum: North American 1983
Grid: NAD 1983 StatePlane California II FIPS 0402 Feet



CITY OF UKIAH
GENERAL PLAN UPDATE 2040
HEX ZONE LOCATIONS

Project No. 11196303
Revision No. -
Date 09/19/2022

FIGURE 1



PO Box 7967
 Santa Rosa, California 95407
 United States
 www.ghd.com

Scope of Work (October 21, 2022)
Assistance to Expand the City of Ukiah's SB 743 Approach to Include Multimodal Networks

A. Additional Services to be Performed:

Task A.1: SB 743 Mitigation Options

Building off of the methodology recently approved by City Council to establish a transportation impact framework that is consistent with SB 743, including performance standards and thresholds of significance, GHD will prepare a technical memorandum outlining impact reduction and mitigation options. These may include changes to project land uses, density, and design. These may also include consideration of GHG reducing strategies from the updated California Air Pollution Control Officers Association (CAPCOA) *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (CAPCOA Handbook).

GHD also proposes to establish a quantifiable mechanism to reduce transportation impacts through the construction of high-quality bikeways that can extend the safe non-motorized travel range of workers and residents. This mechanism will build off of the GIS platform developed and approved by City council to calculate SB 743 transportation impacts for land development projects. This mechanism would allow for an offsite improvement to reduce project specific SB 743 impacts through bikeway network gap closures, and through the improvement in the quality of the bikeway network, as measured in improved bikeway service.

This task includes a kick-off meeting (as an internal workshop) with City Staff to establish a preliminary framework (facility type, facility score, analysis scope) to guide the subsequent analyses and development of the hex based tool to include multimodal networks. This task also includes consideration of other viable score improvement (VMT reduction) strategies outside of the hex-based GIS tool.

Task A.2: Citywide Level of Traffic Stress Analysis

GHD will complete a Bicycle Level of Traffic Stress (BLTS) analysis and network connectivity assessment that will measure the quality of multimodal connectivity between hex grid destinations using the existing and planned bike network to compare between existing conditions and the General Plan 2040 Buildout scenario.

Level of traffic stress (LTS) is a suitability rating system from the perspective of different subsets of the population, which measures the perceived comfort, safety and convenience associated with bicycling or walking in or adjacent to vehicle traffic. Studies have shown that 60 percent of the population will be deterred from bicycling or walking if an active transportation facility features high levels of traffic stress, and they will only choose the routes with the highest levels of perceived comfort and safety.¹ Using the BLTS methodology, facilities are scored on a one to four scale in which facilities that receive LTS scores of 1 are considered the lowest stress and highest quality, and those that receive LTS scores of four are the highest stress and lowest quality.

The BLTS analysis employs the level of traffic stress methodology described in the Oregon Department of Transportation (ODOT) "*Analysis Procedures Manual Version 2, Chapter 14, Multimodal Analysis*," (October 2020), which is based on based on the paper, *Low Stress Bicycling and Network Connectivity*, Report 11-19, published by the Mineta Transportation Institute (MTI) (May 2012). The LTS methodology as reported by ODOT's latest Multimodal Analysis Procedure Manual includes updates to the methodology that was originally published by MTI. The updated methodology includes analysis criteria for new bicycle facility types that have become more popularly used since the original report was published and considers

¹ "Four Types of Transportation Cyclists in Portland," Geller, 2006

additional infrastructure types not analyzed under the original MTI methodological approach. The methodology considers a variety of roadway infrastructure characteristics including but not limited to the following: number of travel lanes (i.e., road width), posted/prevaling speed, roadway functional classification or Average Daily Traffic (ADT), and degree of separation from the roadway.

The level of traffic stress assessment will determine the quality of the existing and planned bicycle network and allow gaps in high quality network connectivity to be identified. GHD will then create a series of origin-destination matrices between hex locations, which will measure the percent of connectivity between hex destinations using the high quality/low stress identified by the BLTS analysis.

The results of this analysis will be incorporated with the SB 743 methodology, prepared by GHD and recently adopted by Ukiah City Council.

Task A.3: Calculate Impact Reductions for Multimodal Network Improvements

GHD will develop a process to modify hex scores to account for existing connectivity via multimodal networks. From this baseline modified hex score, a score modification process to account for investments in active transportation infrastructure will be developed based on anticipated increases in opportunities for low-stress bicycle connectivity, and a commensurate decrease in VMT through an increase in bicycle use. The intent of this analysis will be to provide a mitigation quantification mechanism for development projects that could otherwise cause a potentially significant CEQA transportation impact, even if the proposed new or improved bikeway investment is not immediately adjacent to the proposed project.

Task A.4: Council Presentation

GHD shall prepare a presentation and present the recommendations of Tasks A.1 and A.3 at up to two (2) City Council meetings via video call.

B. Compensation:

GHD estimates completion of draft tech memos 4 weeks after Notice to Proceed. Work will be performed on a not-to-exceed time and materials basis, broken down by staff in estimated hourly increments as summarized on Table 1. GHD will internally fund a portion of this work under our Delivery Transformation budget (described as "GHD Portion" below). Therefore, after subtracting the GHD Portion: the total compensation for these additional services ("City Portion") will be for an amount not to exceed **\$21,525**.

Table 1 *Cost Estimate*

Task #	Task	Don Hubbard	Colin Burgett	Todd Tregenza	Paige Thornton	GIS Specialist	Total Hours	Total Cost	GHD Portion	City Portion
	Rate & Hours	\$ 245	\$ 200	\$ 200	\$ 140	\$ 220	-			
A.1	SB-743 Mitigation Options	8	4	2	16	2	32	\$5,840	\$0	\$5,840
A.2	Citywide LTS Analysis	2	4	4	24	40	74	\$14,250	\$7,125	\$7,125
A.3	Calculate Impact Reduction Rate	16	4	4	16	16	56	\$11,280	\$5,640	\$5,640
A.4	Council Presentation	8		2	4		14	\$2,920	\$0	\$2,920
Total		34	12	12	60	58	176	\$34,290	\$12,765	\$21,525

CITY OF UKIAH
AMENDMENT 3
TO
CONTRACT #1819190 – PROFESSIONAL PLANNING SERVICES FOR A GENERAL PLAN
UPDATE, ENVIRONMENTAL IMPACT REPORT,
AND OTHER RELATED ADVANCED PLANNING SERVICES

This Amendment No. 3, entered on July 5, 2022, revises the Agreement for Professional services dated March 21, 2019 between the City of Ukiah and Mintier Harnish for consulting services related to professional planning services for a General Plan Update, Environmental Impact Report, and other related advanced planning services.

This Amendment No. 3, as per Exhibit 1:

- 1) Amends the Scope of Services to include a refinement to SB 743 activities as described.
- 2) Adds an additional dollar amount of \$21,525, for a revised total contract amount of \$577,835.

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:

MINTIER HARNISH

BY: _____ DATE: _____
JIM HARNISH, JD

CITY OF UKIAH

BY: _____ DATE: _____
SAGE SANGIACOMO, CITY MANAGER

ATTEST

BY: _____ DATE: _____
KRISTINE LAWLER, CITY CLERK



AGENDA SUMMARY REPORT

SUBJECT: Introduction of an Ordinance, by Title Only, to Adopt the 2022 California Fire Code as Amended.

DEPARTMENT: Fire

PREPARED BY: Doug Hutchison, Fire Chief

PRESENTER: Doug Hutchison, Fire Chief

ATTACHMENTS:

1. 2022 Fire Code Adoption Ordinance Redline
2. 2022 Fire Code Adoption Ordinance Clean

Summary: Council will consider the adoption by ordinance of the 2022 California Fire Code as amended.

Background: The State of California utilizes the International Fire Code (IFC) as published by the International Code Council (ICC). The State also amends the code to specifically meet the hazards encountered in the State and allows local jurisdictions to further amend the code based upon local conditions and needs.

Discussion: The IFC and California Fire Code are updated every three (3) years and were last updated and adopted in 2019. This is a routine update and adoption of the most recent code.

Staff recommends introducing the Ordinance (Attachment 1 in Redline version and Attachment 2 in Clean version) by title only, amending Division 6, Chapter 3, Articles 1 and 3, of the Ukiah City Code, entitled: Fire Prevention Code, to adopt the 2022 Edition of the California Fire Code, including additions or amendments, as well as NFPA 1 Chapter 38 thereto to address local conditions.

Recommended Action: Introduce the Ordinance, by title only, amending Division 6, Chapter 3, Articles 1 and 3, of the Ukiah City Code, entitled: Fire Prevention Code, to adopt the 2022 Edition of the California Fire Code, including additions or amendments, as well as NFPA 1 Chapter 38 thereto to address local conditions.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Community Development-Building Department

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO. 2022-

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 6, CHAPTER 3, ARTICLES 1 AND 3, OF THE UKIAH CITY CODE, ENTITLED: FIRE PREVENTION CODE.

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

SECTION ONE.

Article 1 of Chapter 3 in Division 6 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§5200 ADOPTION OF CALIFORNIA FIRE CODE

A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Ukiah, being marked and designated as the California Fire Code, 2019-2022 Edition, including Appendix Chapter 4 and Appendices B, BB, C, CC, D, E, F, G, H, I, K, N and O as published by the International Code Council, and National Fire Protection Association (NFPA) 1 Chapter 38, be and is hereby adopted as the Fire Code of the City of Ukiah, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City Clerk are hereby referred to, adopted, and made part hereof, as if fully set out in this section, with the additions, insertions, deletions, and changes, if any, prescribed in Division 6, Chapter 3, Articles 2 and 3 of this code. ~~Further, the regulations known as the "SRA Fire Safe Regulations" as set forth within Title 14, Division 1.5, Chapter 7, Subchapter 2 of the California Board of Forestry applicable to the State Responsibility Area ("SRA") are hereby incorporated, adopted verbatim and made part hereof, and such SRA Fire Safe Regulations shall be enforced and implemented within all applicable High Fire Severity Zones within the City of Ukiah.~~

§5200.5 INSERTIONS INTO CERTAIN SECTIONS OF THE CALIFORNIA FIRE CODE 2019-2022 EDITION

The following sections of the California Fire Code, 2019-2022 Edition, are hereby ~~revised~~ amended by inserting information specific to the City of Ukiah so that these sections read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Ukiah, hereinafter referred to as "this code."

Section 105.1, General, of Chapter 1 is amended to read as follows:

105.1 General. Permits shall be in accordance with Sections 105.1.1 through 105.~~76.25-24~~ or other provisions of this code as required by the City of Ukiah.

Section 111.1, Board of Appeals Established, of Chapter 1 is amended to read as follows:

111.1 Board of Appeals Established. In order to hear and decide appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall be the Board of Directors of the Ukiah Valley Fire District or a sub-committee as appointed by the Board of Directors of the Ukiah Valley Fire District. The fire code official shall be an ex-officio member of said board but shall have no vote on any matter before the board. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the Appellant with a duplicate copy to the fire code official.

Section 111.3, Qualifications, of Chapter 1 is deleted.

Section 111.5, Appeals Process, of Chapter 1 is added to read as follows:

111.5 Appeals Process. The appeals process for appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of this code shall be defined by sections 111.5.1 through 111.5.5.

Section 111.5.1, Initiating Appeal, of Chapter 1 is added to read as follows:

Section 111.5.1 Initiating Appeal. Any beneficially interested party has the right to appeal the order served by the fire code official by filing a written "NOTICE OF APPEAL" with the office of the fire code official within ten days after service of such order and upon payment of the sum of \$150. In the event the order of the fire code official is overturned following the appeal, the fee shall be returned. The notice shall state the order appealed from, the identity and mailing address of the Appellant, and the specific grounds upon which the appeal is made.

Section 111.5.2, Stay of Order, of Chapter 1 is added to read as follows:

Section 111.5.2 Stay of Order. The timely filing of a properly completed notice of appeal shall have the effect of staying the implementation of the order appealed from until the final decision of the appeal. Failure to file a timely notice of appeal waives any right to further challenge the order of the fire code official. "File" means delivered to the office of the fire code official at 300 Seminary Ln, Ukiah, California 95482.

Exception: Orders affecting acts or conditions which in the opinion of the fire code official, pose an immediate threat to life, property, or the environment as a result of panic, fire, explosion, or release are enforceable when made and are not stayed by the filing of a notice of appeal.

Section 111.5.3, Hearing of Appeal, of Chapter 1 is added to read as follows:

Section 111.5.3 Hearing of Appeal. Following is the process for establishing and hearing appeals:

The Board of Appeals, or the secretary thereof, shall set the matter to be heard at a date within thirty (30) days of receipt of such notice of appeal. Written notice of the time and place set for hearing shall be served on the Appellant by first class mail to the mailing address given in the notice of appeal. A hearing may not be conducted less than 20 days after notice is given to the applicant. The Board of Appeals may adopt rules governing the conduct of its hearings. Those rules shall include, at least, the following:

1. The fire code official shall submit evidence at the hearing substantiating his/her decision. Such evidence may include testimony, fire district, police or other reports of the incident, witness statements, and other documents. Not less than 10 days prior to the scheduled hearing, the fire code official must notify the Appellant of the name, address, and phone number of any witness to the violation and furnish the Appellant with a copy of any document the fire code official intends to submit at the hearing. Not less than seven (7) days prior to the hearing, the Appellant may request the fire code official to produce at the hearing any witness he/she intends to rely upon to substantiate the violation. The written request must name the witness or witnesses who are requested to attend the hearing. The fire code official may not rely on the testimony of any witness (including such testimony contained in reports or written witness statements) whose appearance at the hearing is required by this subsection if that witness fails to appear.

2. Not less than 10 days prior to the hearing, the Appellant must notify the fire code official in writing of the name, address, and phone number of any witness the Appellant intends to call as a witness at the hearing, provide a brief description of the proposed testimony, and furnish the fire code official with a copy of any document the Appellant intends to offer as evidence at the hearing. The Appellant may not call any witness to testify at the hearing who was not identified as required by this subsection or offer any document as evidence at the hearing that was not provided to the fire code official as required by this subsection.

3. At the hearing, the Appellant may be represented by an attorney, at the Appellant's expense. Both the fire code official and the Appellant shall have the right to examine and cross-examine any witness produced at the hearing. The rules of evidence that normally apply in court shall not apply in a hearing before the Board of Appeals, but it shall only consider evidence that would be relied upon by reasonable people making an important decision, and shall disregard evidence that by its nature is unreliable or not credible.

4. The entire hearing shall be electronically or stenographically recorded. The Board of Appeals shall base its decision exclusively on the evidence presented at the hearing and shall issue a written decision, which includes a statement of the relevant facts that it finds to be true and explains how the facts support its decision. The record of the hearing shall be preserved for not less than six (6) months after the decision is served on the Appellant.

Section 111.5.4, Hearing Decision, of Chapter 1 is added to read as follows:

Section 111.5.4 Hearing Decision. The chairperson of the Board of Appeals shall issue the written decision required by subsection 4 of Section 111.4.3 Hearing of appeal. The

Board of Appeals may issue a decision affirming, modifying, or vacating the order of the fire code official. The decision shall be in writing and shall be served upon the Appellant by first class mail to the mailing address given in the notice of appeal. The hearing decision shall include notice of the Appellant's right to seek review of the decision pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

Section 111.5.5, Finality of the Decision of the Board of Appeals, of Chapter 1 is added to read as follows:

Section 111.5.5 Finality of the Decision of the Board of Appeals. The decision of the Board of Appeals shall be the final decision for the District. The Board of Appeals shall have the power to continue any hearing and may, at its discretion, take the appeal under submission. The Board of Appeals shall render a decision not later than the seventh (7th) day following the date the matter was taken under submission, and forthwith notify the interested parties as previously set forth.

Section 111.5.6, Appeal to Superior Court, of Chapter 1 is added to read as follows:

Section 111.5.6 Appeal to Superior Court. Judicial review of the decision of the Board of Appeals shall be governed by the Code of Civil Procedure Sections 1094.5 and 1094.6.

Section 111.5.7, Enforcement of Decision, of Chapter 1 is added to read as follows:

Section 111.5.7 Enforcement of Decision. Unless stayed by a court, any final decision of the Board of Appeals is effective immediately and may be implemented and enforced by the District. The remedies provided by this code are cumulative and in addition to any other remedies available at law or in equity.

1. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this ordinance shall constitute a violation.

2. Violations of this code are hereby declared to be public nuisances.

3. A violation of this code constitutes a misdemeanor/infracton punishable by a fine of \$1,000 or by imprisonment in the County jail for six months, or both.

4. In addition to other remedies provided by this ordinance or by other law, any violation of this ordinance may be remedied by a civil action brought by the District, including, for example, administrative or judicial nuisance abatement proceedings, other legally authorized enforcement proceedings, and suits for injunctive relief.

Section 11~~20~~.4, Violation Penalties, of Chapter 1 is amended to read as follows:

Section 11~~20~~.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor/infracton. The first citation within a 12-month period, for violations of the Fire

Code and any amendments adopted herein shall be treated as a Civil Penalty payable directly to the ~~City of Ukiah~~Ukiah Valley Fire District and is set at \$250.00 plus the actual costs of all inspections required to gain compliance at the current rate set from time to time by the ~~City of Ukiah~~Ukiah Valley Fire District, per hour with a 1 hour minimum. Said civil penalties shall be a debt owed to the ~~City of Ukiah~~District by the person responsible for the violation within thirty (30) days after the date of mailing the citation, unless an appeal is filed as provided in this section. Upon failure to pay the ~~Civil~~civil penalty when due, the responsible person shall be liable for civil action brought ~~forth~~ by the ~~City of Ukiah~~Ukiah Valley Fire District for such penalty and costs of the litigation, including reasonable attorney's fees.

Any subsequent citations within a twenty-four (24) month period for any violations of the Fire Code and any amendments adopted herein shall be misdemeanors/infractions, and shall be subject to the penalties set forth herein, or a civil penalty shall be assessed in the sum of \$500.00 plus the actual costs of all inspections required to gain compliance at the current rate set from time to time by the ~~City of Ukiah~~Ukiah Valley Fire District. The imposition of a penalty for any violation shall not excuse the violation or permit it to continue and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each day that a violation occurs or continues, after a final notice has been delivered shall constitute a separate offense. The application of both penalties shall be held to prevent the enforced correction of the prohibited condition. Nothing contained in this Section shall be construed or interpreted to prevent the ~~City of Ukiah~~Ukiah Valley Fire District from recovering all costs associated with a Fire ~~Department~~District response as described in the ~~City of Ukiah~~Ukiah Valley Fire District's current cost recovery ordinance, Ordinance 2004-1, or subsequent cost recovery ordinances.

Any violation of any provision of this Chapter shall constitute a public nuisance and shall entitle the Ukiah Valley Fire District to collect the costs of abatement and related administrative costs by a nuisance abatement lien as more particularly set forth in Government Code Section 38773.1, and by special assessment to be collected by the County Tax Collector as more particularly set forth in Government Code Section 38773.5. At least thirty (30) days prior to recordation of the lien, or submission of the report to the Tax Collector for collection of this special assessment, the record owner shall receive notice from the Chief of the Ukiah Valley Fire District of the intent to charge the property owner for all administrative costs associated with enforcement of this Ordinance and abatement of the nuisance. The notice shall include a summary of costs associated with enforcement of this Ordinance and abatement of the nuisance. The property owner may appeal the Chief's decision to the Board of Directors of the Ukiah Valley Fire District within fifteen (15) days of the date of the notice and request a public hearing prior to recordation of the lien or submission of the report to the County Tax Collector for collection of the special assessment. In addition to the foregoing, the Ukiah Valley Fire District is authorized to prosecute a civil action to collect such abatement costs from the property owner or other person in possession or control of the affected property and shall be entitled to recover such abatement costs, together with the cost of litigation, including reasonable attorney's fees.

Any person receiving a citation for a civil penalty pursuant to Section 112.3, Violation Penalties, of Chapter 1, may file an appeal per Section 111.5 through 111.7 of this code against the imposition of the civil penalty or response costs and expense.

Section 11~~32~~.4, Failure to Comply, of Chapter 1 is amended to read as follows:

Section 11~~32~~.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine payable directly to the ~~City of Ukiah~~Ukiah Valley Fire District in the amount ~~of set at~~ not less than \$250.00 or more than \$1000.00 plus the actual costs of all inspections required to gain compliance at the rate set from time to time by the ~~City of Ukiah~~Ukiah Valley Fire District, ~~per hour with a 1-hour minimum. This civil penalty shall be a debt owed to the District by the person responsible for the violation within thirty (30) days after the date of mailing of the citation unless an appeal is filed as provided for in Section 108.4.~~

Section 315.8 Lithium battery storage and handling, of Chapter 3, is hereby added to read as follows:

315.8 Lithium battery storage and handling. The storage and handling of lithium-ion and lithium metal batteries or cells in quantities exceeding 1,000 pounds (4086 kg) shall comply with Sections 315.8.1 through 315.8.10, and Chapter 32 where applicable.

315.8.1 Permits. Permits shall be required as set forth in Section 105.6.27.

315.8.2 Maximum quantity in a fire area. The aggregate amount of lithium batteries stored and handled in a single fire area shall not exceed 9,000 pounds (4086 kg).

315.8.3 Construction requirements. Fire areas shall be separated from each other by fire barriers having not less than a 2-hour fire-resistance rating constructed in accordance with Section 707 of the Building Code and horizontal assemblies constructed in accordance with Section 711 of the Building Code.

315.8.4 Number of fire areas. The maximum number of fire areas within a building shall be four.

315.8.5 Group H, Division 2 occupancy. Storage and handling of more than 9,000 pounds of lithium batteries per fire area shall be in an approved Group H, Division 2 occupancy constructed in accordance with the Building Code and provided throughout with approved automatic smoke detection and radiant-energy detection systems.

315.8.6 Automatic sprinkler system. Buildings containing fire areas used for lithium battery storage or handling shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The design of the sprinkler system within each fire area shall not be less than that required for Extra Hazard Group 2 with a minimum design area of 2,500 square feet. Where the storage arrangement is required by other provisions of this code to be provided with a higher level of sprinkler system protection, the higher level of sprinkler system protection shall be provided.

315.8.7 Automatic smoke detection system. An approved automatic smoke detection system that activates an approved occupant notification system shall be provided throughout each fire area in accordance with Section 907.

315.8.8 Radiant energy detection. An approved radiant-energy detection system that activates an approved occupant notification system shall be installed throughout each fire area in accordance with Section 907.

315.8.9 Collection containers. Containers used to collect or store lithium batteries shall be: noncombustible and shall not have an individual capacity exceeding 30 gallons (113.6 L); or be approved for transportation in accordance with the Department of Transportation (DOT).

315.8.10 Storage configuration. Lithium batteries shall be considered a high-hazard commodity in accordance with Chapter 32 and where applicable, lithium battery storage shall comply with Chapter 32 in addition to Section 315.8.

Section 503.3.1, Fire Lane Designation, of Chapter 5 is hereby added to read as follows:

Section 503.3.1 Fire Lane Designation. Where the fire code official determines that it is necessary to ensure adequate fire access, the fire code official may designate existing roadways as fire access roadways as provided by Vehicle Code section 22500.1 (public) or 22658(a) (private).

Section 503.4.2, Roadway Design Features, of Chapter 5 is hereby added to read as follows:

Section 503.4.2 Roadway Design Features. Roadway design features (speed bumps, speed humps, speed control dips, etc.) which may interfere with emergency apparatus responses shall not be installed on fire access roadways, unless they meet design criteria approved by the fire code official.

Section 505.1, Address Identification, of Chapter 5 is hereby amended to read as follows:

Section 505.1 Address Identification. Approved numbers and/or addresses shall be placed and maintained on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said number shall contrast with their background and shall meet the minimum standards as to size: 4" high with a 0.5" stroke for residential buildings, 6' high and a 0.5" stroke for commercial and multi-residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the fire code official, such as rear access doors, building corners, and entrances to commercial centers. The fire code official may establish different minimum sizes for numbers for various categories of projects.

Section 505.3, Easement Address Signs, of Chapter 5 is hereby added to read as follows:

Section 505.3 Easement Address Signs. All easements, which are not named differently from the roadway from which they originate, shall have an address sign installed and

maintained, listing all street numbers occurring on that easement, located where the easement intersects the named roadway. Minimum size of numbers on that sign shall be 4" in height with a minimum stroke of 0.5" and shall contrast with the background.

Section 505.4, Map Directories, of Chapter 5 is hereby added to read as follows:

Section 505.4 Map Directories. A lighted directory map, meeting current ~~F~~fire department District standards, shall be installed at each driveway entrance to multiple unit residential projects and mobile home parks, where the numbers of units in such projects exceed 15.

Section 505.5, Response Map Updates, of Chapter 5 is hereby added to read as follows:

Section 505.5 Response Map Updates. Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in a format (PDF and/or CAD format as approved by the fire code official) or compatible with current ~~department~~ District mapping services, and shall be charged a reasonable fee for updating all response maps associated with this development.

Section 506.3, Emergency Electrical Disconnects, of Chapter 5 is hereby added as follows:

Section 506.3 Emergency Electrical Disconnects. Where access to main electrical control panels requires entry to, and passage through, portions of a structure which may be involved with fire, smoke, gasses, hazardous materials, or which otherwise present unsafe conditions to emergency personnel, the fire code official may require that a means of remotely disconnecting electrical service to the structure be provided. This means of remotely disconnecting electrical service shall be by a secured key switch mechanism approved by the ~~fire code official~~ Fire District.

Section ~~6041201.43.1.1~~, Alternate Power Sources, of Chapter ~~6-12~~ is hereby added to read as follows:

Section ~~6041201.4.3.1.1~~ Alternate Power Sources. All permanent installations of electrical generators, wind generators, or other power sources shall be approved by the building code official. All applicable provisions of the ~~National-California~~ Electrical Code, the California Plumbing Code, ~~the Uniform Fuel Gas Code~~, the California Building Code, California Residential Code, and this Code shall be followed for any such installation. Permanent engraved and affixed signage, red in color, reading "WARNING – This premises is provided with an Alternate Power source, Disconnection of commercial power may not disable the electric power source." Lettering shall be a minimum of 0.5" tall and shall be permanently affixed on each electrical panel subject to back-feed from alternate power sources. Any and all power disabling switches shall be clearly labeled.

Section 903.2, Where required, of Chapter 9 is hereby amended to read as herein provided. This section shall not amend the portion commencing and following Section 903.2.1.

Section 903.2 Where required. Approved automatic sprinkler systems in new, additions to existing, remodeled, added to or altered buildings and structures shall be provided in the locations described in this section.

A. Approved automatic sprinkler systems shall be provided in the new buildings and structures requiring a fire flow of ~~2,000~~1,750 gallons per minute (GPM) or greater as determined by Appendix B of this code.

B. Approved automatic sprinkler systems shall be provided in addition to existing structures where the new total building area would require a fire flow of 1,750 ~~2,000~~ gallons per minute (GPM) or greater as determined by Appendix B of this code.

C. Approved automatic sprinkler systems shall be provided in existing structures ~~which are remodeled, added to or altered, except for ordinary maintenance and repair not involving structural alterations, where improvements occur during any three (3) year period wch meet the definition of a "substantial remodel" and~~ requiring a fire flow of ~~2,000~~1,750 gallons per minute (GPM) or greater as determined by Appendix B of this code, ~~and when the cost of such remodels, additions, or alterations within any 36-month period exceeds \$60,000.00.~~

Exception: Projects which are solely complying with statutory regulations (examples may be Health and Safety Codes, earthquake/seismic, American Disabilities Act (ADA), or façade improvements) will not trigger this requirement.

D. Approved automatic sprinkler systems shall be provided in new structures exceeding 30 feet in height above lowest grade level.

E. Approved automatic sprinkler systems shall be provided in those new, additions to existing, remodeled, added to or altered buildings and structures which require a fire flow, as determined by Appendix B of this code, in excess of the capability of the available water supply.

F. Approved automatic sprinkler systems shall be installed per 903.3.1.3 in new mobile homes, and manufactured homes.

G. For purposes of this Section, "substantial remodel" shall mean the alteration of any structure which combined with any additions to the structure, performed within any three (3) year period, affects a floor area that exceeds fifty percent (50%) of the existing floor area of the structure. When any changes are made in the building, such as walls, columns, beams or girders, floor or ceiling joists and coverings, roof rafters, roof diaphragms, foundations, piles or retaining walls or similar components, the floor area of all rooms affected by such changes shall be included in computing floor areas for purposes of applying this definition. This definition does not apply to the replacement and upgrading of residential roof coverings or exterior wall finishes.

Section 3313.1, Where required, of Chapter 33 is hereby amended to read as follows:

Section 3313.1 Where required. In buildings required to have standpipes by Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such

standpipes shall be installed during construction for each story above or below the first floor grade. Such standpipes shall be provided with ~~F~~fire department-District hose connections at locations adjacent to stairways complying with Section 3311.1. Such standpipes shall be extended to the floor of the highest point of construction having secured decking or flooring.

~~Section-Table~~ B105.2, Buildings other than one- and two-family dwellings, of Appendix B is hereby amended as follows:

<u>AUTOMATIC SPRINKLER SYSTEM (Design Standard)</u>	<u>MINIMUM FIRE FLOW (gallons per minute)</u>	<u>FLOW DURATION (hours)</u>
<u>No automatic sprinkler system</u>	<u>Value in Table B105.1(2)</u>	<u>Duration in Table B105.1(2)</u>
<u>Section 903.3.1.1 of the <i>California Fire Code</i></u>	<u>50% of the value in Table B105.1(2)^a</u>	<u>Duration in Table B105.1(2) at the reduced flow rate</u>
<u>Section 903.3.1.2 of the <i>California Fire Code</i></u>	<u>50% of the value in Table B105.1(2)^b</u>	<u>Duration in Table B105.1(2) at the reduced flow rate</u>

Exceptions:

~~1. A reduction in required fire flow of up to 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire flow shall not be less than 1,500 gallons per minute (5,678 L/min) for the prescribed duration as specified in Table B105.1.~~

Section BB105.1, Fire-Flow requirements for buildings, of Appendix BB is hereby amended as follows:

Section BB105.1 The minimum fire flow and flow duration for school buildings shall be specified in Table BB105.1.

Exception: A reduction in required fire flow of up to 50 percent is allowed when the building is provided with an approved sprinkler system.

§5201 DEFINITIONS

In the California Fire Code, herein adopted, the terms used therein shall comply with the common construction given to and usage of them in the City and as hereinafter defined.

§5202 ENFORCEMENT

A. The California Fire Code (CFC) herein adopted shall be enforced by the Chief of the ~~Fire Department of the City~~Ukiah Valley Fire District who is hereby appointed to supervise the Bureau of Fire Prevention and such regularly employed members of said ~~District~~department in accordance with the applicable provisions of the California Fire Code.

B. Section 104.3 of the California Fire Code is amended by adding subsection 104.3.2 thereto as follows:

For the purpose of providing and maintaining functions necessary for the prevention of fire and for the protection of life and property from fire and panic, there is hereby established a "self-inspection program" assuring that certain California building code (CBC) group B, F, H, L, M, and S occupancies within the city are inspected on an annual basis for fire safety.

The Ukiah ~~F~~fire ~~department~~District shall deliver, by hand or by mail, "self-inspection worksheet" and "business and emergency record" forms as established from time to time by said ~~department~~District to certain CBC group B, F, H, L, M, & S occupancies within the city on an annual basis, or as may be initiated through the business license application process.

The owner or manager of said occupancy or person in highest authority in said occupancy shall be allowed thirty (30) days from issue date, as noted on the self-inspection worksheet, in which to conduct an inspection for fire safety, correct any deficiencies, complete said forms, and return completed forms to the Ukiah Valley Fire District ~~Ukiah fire department~~ as directed by the fire chief or his designee.

Any person who fails to comply with the requirements to return said forms duly completed and to correct the deficiencies noted in said occupancies within thirty (30) days of the issuance of said forms shall be guilty of an infraction, punishable by a fine of \$100 for a first offense, \$500 for a second offense and \$1,000 for a third or subsequent offense.

SECTION TWO.

Article 3 of Chapter 3 in Division 6 of the Ukiah City Code is hereby amended to read as follows:

* * *

§5216 SECTION 903.2

Section 903.2 (not including sections 903.2.1 and all subsections thereof) of the California fire code, 2010 edition, is amended to read as follows:

Section 903.2 – Where Required. Approved automatic sprinkler systems in new, additions to existing, remodeled, added to or altered buildings and structures shall be provided in the locations described in this section.

A. Approved automatic sprinkler systems shall be provided in new buildings and structures requiring a fire flow of ~~2,000~~1,750 gallons per minute (gpm) or greater as determined by appendix B of this code.

B. Approved automatic sprinkler systems shall be provided in additions to existing structures where the new total building area would require a fire flow of ~~2,000~~1,750 gallons per minute (gpm) or greater as determined by appendix B of this code.

C. Approved automatic sprinkler systems shall be provided in existing structures where improvements occur during any three (3) year period wch meet the definition of a "substantial remodel" and which are remodeled, added to or altered, except for ordinary maintenance and repair not involving structural alterations, requiring a fire flow of 2,0001,750 gallons per minute (gpm) or greater as determined by appendix B of this code,~~and when the cost of such remodels, additions, or alterations within any 36 month period exceeds \$60,000.~~

Exception: Projects which are solely complying with statutory regulations (examples may be health and safety codes, earthquake/seismic, American disabilities act (ADA), or facade improvements) will not trigger this requirement.

D. Approved automatic sprinkler systems shall be provided in new structures exceeding 30 feet in height above the lowest grade level.

E. Approved automatic sprinkler systems shall be provided in those new, additions to existing, remodeled, added to or altered buildings and structures which require a fire flow, as determined by appendix B of this code, in excess of the capability of the available water supply.

F. Approved automatic sprinkler systems shall be installed per 903.3.1.3 in new mobile homes, and manufactured homes.

G. For purposes of this Section, "substantial remodel" shall mean the alteration of any structure which combined with any additions to the structure, performed within any three (3) year period, affects a floor area that exceeds fifty percent (50%) of the existing floor area of the structure. When any changes are made in the building, such as walls, columns, beams or girders, floor or ceiling joists and coverings, roof rafters, roof diaphragms, foundations, piles or retaining walls or similar components, the floor area of all rooms affected by such changes shall be included in computing floor areas for purposes of applying this definition. This definition does not apply to the replacement and upgrading of residential roof coverings or exterior wall finishes.

* * *

§5218 SECTION 506.3

Section 506.3 of the California fire code, 2010 edition, is added as follows:

Section 506.3 – Emergency Electrical Disconnects.

Where access to main electrical control panels requires entry to, and passage through, portions of a structure which may be involved with fire, smoke, gasses, hazardous materials, or which otherwise present unsafe conditions to emergency personnel, the chief may require that a means of remotely disconnecting electrical service to the structure be provided. This means of remotely disconnecting electrical service shall be by a secured key switch mechanism approved by the ~~fire department~~Fire District.

* * *

§5223 GEOGRAPHIC LIMITS

~~That~~The geographic limits referred to in certain section of the ~~2019-2022~~ edition of the California Fire Code are hereby established as follows:

Section 5704.2.9.6.1 The geographic limits referred to in Section 5704.2.9.6.1 of the 20~~22~~19 edition of the California Fire Code in which storage of Class I, Class II, and liquids in outside above ground tanks is prohibited are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the ~~City of Ukiah~~County of Mendocino, and agricultural land of less than two (2) acres.

Section 5706.2.4.4 The geographic limits referred to in Section 5706.2.4.4 of the 20~~22~~19 edition of the California Fire Code in which storage of Class I, Class II, and liquids in aboveground tanks is prohibited are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the ~~County of Mendocino~~City of Ukiah, and agricultural land of less than two (2) acres.

Section 5806.2 The geographic limits referred to in the 20~~22~~19 edition of the California Fire Code in which the storage of flammable cryogenic fluids in stationary containers are prohibited, are hereby established as follows: In all residential areas and heavily populatedd or congested commercial areas, as established by the ~~City of Ukiah~~County of Mendocino.

Section 6104.2 The geographic limits referred to in Section ~~6138~~04.2 of the 20~~22~~19 edition of the California Fire Code in which storage of liquefied petroleum gas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7,570 liters), is restricted, are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the City of Ukiah.

~~§5224 SECTION 7904.4.1.1~~

~~Section 7904.4.1.1 is hereby added to the California fire code to read as follows:~~

~~Section 7904.4.1.1—Location Of Bulk Plants.~~

~~No bulk plants shall be constructed within the city limits of the city of Ukiah, except if constructed in accordance with section 7902.2.2.1 of the California fire code.~~

SECTION TWO.

1. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.
2. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on _____, 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adopted on _____, 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk

ORDINANCE NO. 2022-**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 6, CHAPTER 3, ARTICLES 1 AND 3, OF THE UKIAH CITY CODE, ENTITLED: FIRE PREVENTION CODE.**

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

SECTION ONE.

Article 1 of Chapter 3 in Division 6 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§5200 ADOPTION OF CALIFORNIA FIRE CODE

A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Ukiah, being marked and designated as the California Fire Code, 2022 Edition, including Appendix Chapter 4 and Appendices B, BB, C, CC, D, E, F, G, H, I, K, N and O as published by the International Code Council, and National Fire Protection Association (NFPA) 1 Chapter 38, be and is hereby adopted as the Fire Code of the City of Ukiah, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City Clerk are hereby referred to, adopted, and made part hereof, as if fully set out in this section, with the additions, insertions, deletions, and changes, if any, prescribed in Division 6, Chapter 3, Articles 2 and 3 of this code.

§5200.5 INSERTIONS INTO CERTAIN SECTIONS OF THE CALIFORNIA FIRE CODE 2022 EDITION

The following sections of the California Fire Code, 2022 Edition, are hereby amended by inserting information specific to the City of Ukiah so that these sections read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Ukiah, hereinafter referred to as "this code."

Section 105.1, General, of Chapter 1 is amended to read as follows:

105.1 General. Permits shall be in accordance with Sections 105.1.1 through 105.6.24 or other provisions of this code as required by the City of Ukiah.

Section 111.1, Board of Appeals Established, of Chapter 1 is amended to read as follows:

111.1 Board of Appeals Established. In order to hear and decide appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall be the Board of Directors of the Ukiah Valley Fire District or a sub-committee as appointed by the Board of Directors of the Ukiah Valley Fire District. The fire code official shall be an ex-officio member of said board but shall have no vote on any matter before the board. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the Appellant with a duplicate copy to the fire code official.

Section 111.3, Qualifications, of Chapter 1 is deleted.

Section 111.5, Appeals Process, of Chapter 1 is added to read as follows:

111.5 Appeals Process. The appeals process for appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of this code shall be defined by sections 111.5.1 through 111.5.5.

Section 111.5.1, Initiating Appeal, of Chapter 1 is added to read as follows:

Section 111.5.1 Initiating Appeal. Any beneficially interested party has the right to appeal the order served by the fire code official by filing a written "NOTICE OF APPEAL" with the office of the fire code official within ten days after service of such order and upon payment of the sum of \$150. In the event the order of the fire code official is overturned following the appeal, the fee shall be returned. The notice shall state the order appealed from, the identity and mailing address of the Appellant, and the specific grounds upon which the appeal is made.

Section 111.5.2, Stay of Order, of Chapter 1 is added to read as follows:

Section 111.5.2 Stay of Order. The timely filing of a properly completed notice of appeal shall have the effect of staying the implementation of the order appealed from until the final decision of the appeal. Failure to file a timely notice of appeal waives any right to further challenge the order of the fire code official. "File" means delivered to the office of the fire code official at 300 Seminary Ln, Ukiah, California 95482.

Exception: Orders affecting acts or conditions which in the opinion of the fire code official, pose an immediate threat to life, property, or the environment as a result of panic, fire, explosion, or release are enforceable when made and are not stayed by the filing of a notice of appeal.

Section 111.5.3, Hearing of Appeal, of Chapter 1 is added to read as follows:

Section 111.5.3 Hearing of Appeal. Following is the process for establishing and hearing appeals:

The Board of Appeals, or the secretary thereof, shall set the matter to be heard at a date within thirty (30) days of receipt of such notice of appeal. Written notice of the time and

place set for hearing shall be served on the Appellant by first class mail to the mailing address given in the notice of appeal. A hearing may not be conducted less than 20 days after notice is given to the applicant. The Board of Appeals may adopt rules governing the conduct of its hearings. Those rules shall include, at least, the following:

1. The fire code official shall submit evidence at the hearing substantiating his/her decision. Such evidence may include testimony, fire district, police or other reports of the incident, witness statements, and other documents. Not less than 10 days prior to the scheduled hearing, the fire code official must notify the Appellant of the name, address, and phone number of any witness to the violation and furnish the Appellant with a copy of any document the fire code official intends to submit at the hearing. Not less than seven (7) days prior to the hearing, the Appellant may request the fire code official to produce at the hearing any witness he/she intends to rely upon to substantiate the violation. The written request must name the witness or witnesses who are requested to attend the hearing. The fire code official may not rely on the testimony of any witness (including such testimony contained in reports or written witness statements) whose appearance at the hearing is required by this subsection if that witness fails to appear.
2. Not less than 10 days prior to the hearing, the Appellant must notify the fire code official in writing of the name, address, and phone number of any witness the Appellant intends to call as a witness at the hearing, provide a brief description of the proposed testimony, and furnish the fire code official with a copy of any document the Appellant intends to offer as evidence at the hearing. The Appellant may not call any witness to testify at the hearing who was not identified as required by this subsection or offer any document as evidence at the hearing that was not provided to the fire code official as required by this subsection.
3. At the hearing, the Appellant may be represented by an attorney, at the Appellant's expense. Both the fire code official and the Appellant shall have the right to examine and cross-examine any witness produced at the hearing. The rules of evidence that normally apply in court shall not apply in a hearing before the Board of Appeals, but it shall only consider evidence that would be relied upon by reasonable people making an important decision, and shall disregard evidence that by its nature is unreliable or not credible.
4. The entire hearing shall be electronically or stenographically recorded. The Board of Appeals shall base its decision exclusively on the evidence presented at the hearing and shall issue a written decision, which includes a statement of the relevant facts that it finds to be true and explains how the facts support its decision. The record of the hearing shall be preserved for not less than six (6) months after the decision is served on the Appellant.

Section 111.5.4, Hearing Decision, of Chapter 1 is added to read as follows:

Section 111.5.4 Hearing Decision. The chairperson of the Board of Appeals shall issue the written decision required by subsection 4 of Section 111.4.3 Hearing of appeal. The Board of Appeals may issue a decision affirming, modifying, or vacating the order of the fire code official. The decision shall be in writing and shall be served upon the Appellant by first class mail to the mailing address given in the notice of appeal. The hearing decision shall include notice of the Appellant's right to seek review of the decision pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

Section 111.5.5, Finality of the Decision of the Board of Appeals, of Chapter 1 is added to read as follows:

Section 111.5.5 Finality of the Decision of the Board of Appeals. The decision of the Board of Appeals shall be the final decision for the District. The Board of Appeals shall have the power to continue any hearing and may, at its discretion, take the appeal under submission. The Board of Appeals shall render a decision not later than the seventh (7th) day following the date the matter was taken under submission, and forthwith notify the interested parties as previously set forth.

Section 111.5.6, Appeal to Superior Court, of Chapter 1 is added to read as follows:

Section 111.5.6 Appeal to Superior Court. Judicial review of the decision of the Board of Appeals shall be governed by the Code of Civil Procedure Sections 1094.5 and 1094.6.

Section 111.5.7, Enforcement of Decision, of Chapter 1 is added to read as follows:

Section 111.5.7 Enforcement of Decision. Unless stayed by a court, any final decision of the Board of Appeals is effective immediately and may be implemented and enforced by the District. The remedies provided by this code are cumulative and in addition to any other remedies available at law or in equity.

1. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this ordinance shall constitute a violation.
2. Violations of this code are hereby declared to be public nuisances.
3. A violation of this code constitutes a misdemeanor/infraction punishable by a fine of \$1,000 or by imprisonment in the County jail for six months, or both.
4. In addition to other remedies provided by this ordinance or by other law, any violation of this ordinance may be remedied by a civil action brought by the District, including, for example, administrative or judicial nuisance abatement proceedings, other legally authorized enforcement proceedings, and suits for injunctive relief.

Section 112.4, Violation Penalties, of Chapter 1 is amended to read as follows:

Section 112.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor/infraction. The first citation within a 12-month period, for violations of the Fire Code and any amendments adopted herein shall be treated as a Civil Penalty payable directly to the Ukiah Valley Fire District and is set at \$250.00 plus the actual costs of all inspections required to gain compliance at the current rate set from time to time by the Ukiah Valley Fire District, per hour with a 1 hour minimum. Said civil penalties shall be a debt owed to the District by the person responsible for the violation within thirty (30) days after the date of mailing the citation, unless an appeal is filed as provided in this section. Upon failure to

pay the civil penalty when due, the responsible person shall be liable for civil action brought by the Ukiah Valley Fire District for such penalty and costs of the litigation, including reasonable attorney's fees.

Any subsequent citations within a twenty-four (24) month period for any violations of the Fire Code and any amendments adopted herein shall be misdemeanors/infractions, and shall be subject to the penalties set forth herein, or a civil penalty shall be assessed in the sum of \$500.00 plus the actual costs of all inspections required to gain compliance at the current rate set from time to time by the Ukiah Valley Fire District. The imposition of a penalty for any violation shall not excuse the violation or permit it to continue and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each day that a violation occurs or continues, after a final notice has been delivered shall constitute a separate offense. The application of both penalties shall be held to prevent the enforced correction of the prohibited condition. Nothing contained in this Section shall be construed or interpreted to prevent the Ukiah Valley Fire District from recovering all costs associated with a Fire District response as described in the Ukiah Valley Fire District's current cost recovery ordinance, Ordinance 2004-1, or subsequent cost recovery ordinances.

Any violation of any provision of this Chapter shall constitute a public nuisance and shall entitle the Ukiah Valley Fire District to collect the costs of abatement and related administrative costs by a nuisance abatement lien as more particularly set forth in Government Code Section 38773.1, and by special assessment to be collected by the County Tax Collector as more particularly set forth in Government Code Section 38773.5. At least thirty (30) days prior to recordation of the lien, or submission of the report to the Tax Collector for collection of this special assessment, the record owner shall receive notice from the Chief of the Ukiah Valley Fire District of the intent to charge the property owner for all administrative costs associated with enforcement of this Ordinance and abatement of the nuisance. The notice shall include a summary of costs associated with enforcement of this Ordinance and abatement of the nuisance. The property owner may appeal the Chief's decision to the Board of Directors of the Ukiah Valley Fire District within fifteen (15) days of the date of the notice and request a public hearing prior to recordation of the lien or submission of the report to the County Tax Collector for collection of the special assessment. In addition to the foregoing, the Ukiah Valley Fire District is authorized to prosecute a civil action to collect such abatement costs from the property owner or other person in possession or control of the affected property and shall be entitled to recover such abatement costs, together with the cost of litigation, including reasonable attorney's fees.

Any person receiving a citation for a civil penalty pursuant to Section 112.3, Violation Penalties, of Chapter 1, may file an appeal per Section 111.5 through 111.7 of this code against the imposition of the civil penalty or response costs and expense.

Section 113.4, Failure to Comply, of Chapter 1 is amended to read as follows:

Section 113.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine payable directly to the

Ukiah Valley Fire District in the amount set at not less than \$250.00 or more than \$1000.00 plus the actual costs of all inspections required to gain compliance at the rate set from time to time by the Ukiah Valley Fire District. This civil penalty shall be a debt owed to the District by the person responsible for the violation within thirty (30) days after the date of mailing of the citation unless an appeal is filed as provided for in Section 108.4.

Section 315.8 Lithium battery storage and handling, of Chapter 3, is hereby added to read as follows:

315.8 Lithium battery storage and handling. The storage and handling of lithium-ion and lithium metal batteries or cells in quantities exceeding 1,000 pounds (4086 kg) shall comply with Sections 315.8.1 through 315.8.10, and Chapter 32 where applicable.

315.8.1 Permits. Permits shall be required as set forth in Section 105.6.27.

315.8.2 Maximum quantity in a fire area. The aggregate amount of lithium batteries stored and handled in a single fire area shall not exceed 9,000 pounds (4086 kg).

315.8.3 Construction requirements. Fire areas shall be separated from each other by fire barriers having not less than a 2-hour fire-resistance rating constructed in accordance with Section 707 of the Building Code and horizontal assemblies constructed in accordance with Section 711 of the Building Code.

315.8.4 Number of fire areas. The maximum number of fire areas within a building shall be four.

315.8.5 Group H, Division 2 occupancy. Storage and handling of more than 9,000 pounds of lithium batteries per fire area shall be in an approved Group H, Division 2 occupancy constructed in accordance with the Building Code and provided throughout with approved automatic smoke detection and radiant-energy detection systems.

315.8.6 Automatic sprinkler system. Buildings containing fire areas used for lithium battery storage or handling shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The design of the sprinkler system within each fire area shall not be less than that required for Extra Hazard Group 2 with a minimum design area of 2,500 square feet. Where the storage arrangement is required by other provisions of this code to be provided with a higher level of sprinkler system protection, the higher level of sprinkler system protection shall be provided.

315.8.7 Automatic smoke detection system. An approved automatic smoke detection system that activates an approved occupant notification system shall be provided throughout each fire area in accordance with Section 907.

315.8.8 Radiant energy detection. An approved radiant-energy detection system that activates an approved occupant notification system shall be installed throughout each fire area in accordance with Section 907.

315.8.9 Collection containers. Containers used to collect or store lithium batteries shall be: noncombustible and shall not have an individual capacity exceeding 30 gallons (113.6 L); or be approved for transportation in accordance with the Department of Transportation (DOT).

315.8.10 Storage configuration. Lithium batteries shall be considered a high-hazard commodity in accordance with Chapter 32 and where applicable, lithium battery storage shall comply with Chapter 32 in addition to Section 315.8.

Section 503.3.1, Fire Lane Designation, of Chapter 5 is hereby added to read as follows:

Section 503.3.1 Fire Lane Designation. Where the fire code official determines that it is necessary to ensure adequate fire access, the fire code official may designate existing roadways as fire access roadways as provided by Vehicle Code section 22500.1 (public) or 22658(a) (private).

Section 503.4.2, Roadway Design Features, of Chapter 5 is hereby added to read as follows:

Section 503.4.2 Roadway Design Features. Roadway design features (speed bumps, speed humps, speed control dips, etc.) which may interfere with emergency apparatus responses shall not be installed on fire access roadways, unless they meet design criteria approved by the fire code official.

Section 505.1, Address Identification, of Chapter 5 is hereby amended to read as follows:

Section 505.1 Address Identification. Approved numbers and/or addresses shall be placed and maintained on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said number shall contrast with their background and shall meet the minimum standards as to size: 4" high with a 0.5" stroke for residential buildings, 6" high and a 0.5" stroke for commercial and multi-residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the fire code official, such as rear access doors, building corners, and entrances to commercial centers. The fire code official may establish different minimum sizes for numbers for various categories of projects.

Section 505.3, Easement Address Signs, of Chapter 5 is hereby added to read as follows:

Section 505.3 Easement Address Signs. All easements, which are not named differently from the roadway from which they originate, shall have an address sign installed and maintained, listing all street numbers occurring on that easement, located where the easement intersects the named roadway. Minimum size of numbers on that sign shall be 4" in height with a minimum stroke of 0.5" and shall contrast with the background.

Section 505.4, Map Directories, of Chapter 5 is hereby added to read as follows:

Section 505.4 Map Directories. A lighted directory map, meeting current Fire District standards, shall be installed at each driveway entrance to multiple unit residential projects and mobile home parks, where the numbers of units in such projects exceed 15.

Section 505.5, Response Map Updates, of Chapter 5 is hereby added to read as follows:

Section 505.5 Response Map Updates. Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in a format (PDF and/or CAD format as approved by the fire code official) or compatible with current District mapping services, and shall be charged a reasonable fee for updating all response maps associated with this development.

Section 506.3, Emergency Electrical Disconnects, of Chapter 5 is hereby added as follows:

Section 506.3 Emergency Electrical Disconnects. Where access to main electrical control panels requires entry to, and passage through, portions of a structure which may be involved with fire, smoke, gasses, hazardous materials, or which otherwise present unsafe conditions to emergency personnel, the fire code official may require that a means of remotely disconnecting electrical service to the structure be provided. This means of remotely disconnecting electrical service shall be by a secured key switch mechanism approved by the Fire District.

Section 1201.4, Alternate Power Sources, of Chapter 12 is hereby added to read as follows:

Section 1201.4 Alternate Power Sources. All permanent installations of electrical generators, wind generators, or other power sources shall be approved by the building code official. All applicable provisions of the California Electrical Code, the California Plumbing Code, the California Building Code, California Residential Code, and this Code shall be followed for any such installation. Permanent engraved and affixed signage, red in color, reading "WARNING – This premises is provided with an Alternate Power source, Disconnection of commercial power may not disable the electric power source." Lettering shall be a minimum of 0.5" tall and shall be permanently affixed on each electrical panel subject to back-feed from alternate power sources. Any and all power disabling switches shall be clearly labeled.

Section 903.2, Where required, of Chapter 9 is hereby amended to read as herein provided. This section shall not amend the portion commencing and following Section 903.2.1.

Section 903.2 Where required. Approved automatic sprinkler systems in new, additions to existing, remodeled, added to or altered buildings and structures shall be provided in the locations described in this section.

A. Approved automatic sprinkler systems shall be provided in the new buildings and structures requiring a fire flow of 1,750 gallons per minute (GPM) or greater as determined by Appendix B of this code.

B. Approved automatic sprinkler systems shall be provided in addition to existing structures where the new total building area would require a fire flow of 1,750 gallons per minute (GPM) or greater as determined by Appendix B of this code.

C. Approved automatic sprinkler systems shall be provided in existing structures where improvements occur during any three (3) year period wch meet the definition of a “substantial remodel” and requiring a fire flow of 1,750 gallons per minute (GPM) or greater as determined by Appendix B of this code.

Exception: Projects which are solely complying with statutory regulations (examples may be Health and Safety Codes, earthquake/seismic, American Disabilities Act (ADA), or façade improvements) will not trigger this requirement.

D. Approved automatic sprinkler systems shall be provided in new structures exceeding 30 feet in height above lowest grade level.

E. Approved automatic sprinkler systems shall be provided in those new, additions to existing, remodeled, added to or altered buildings and structures which require a fire flow, as determined by Appendix B of this code, in excess of the capability of the available water supply.

F. Approved automatic sprinkler systems shall be installed per 903.3.1.3 in new mobile homes, and manufactured homes.

G. For purposes of this Section, “substantial remodel” shall mean the alteration of any structure which combined with any additions to the structure, performed within any three (3) year period, affects a floor area that exceeds fifty percent (50%) of the existing floor area of the structure. When any changes are made in the building, such as walls, columns, beams or girders, floor or ceiling joists and coverings, roof rafters, roof diaphragms, foundations, piles or retaining walls or similar components, the floor area of all rooms affected by such changes shall be included in computing floor areas for purposes of applying this definition. This definition does not apply to the replacement and upgrading of residential roof coverings or exterior wall finishes.

Section 3313.1, Where required, of Chapter 33 is hereby amended to read as follows:

Section 3313.1 Where required. In buildings required to have standpipes by Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such standpipes shall be installed during construction for each story above or below the first floor grade. Such standpipes shall be provided with Fire District hose connections at locations adjacent to stairways complying with Section 3311.1. Such standpipes shall be extended to the floor of the highest point of construction having secured decking or flooring.

Table B105.2, Buildings other than one- and two-family dwellings, of Appendix B is hereby amended as follows:

AUTOMATIC SPRINKLER SYSTEM	MINIMUM FIRE FLOW	FLOW DURATION (hours)
-------------------------------	----------------------	--------------------------

(Design Standard)	(gallons per minute)	
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^b	Duration in Table B105.1(2) at the reduced flow rate

Section BB105.1, Fire-Flow requirements for buildings, of Appendix BB is hereby amended as follows:

Section BB105.1 The minimum fire flow and flow duration for school buildings shall be specified in Table BB105.1.

Exception: A reduction in required fire flow of up to 50 percent is allowed when the building is provided with an approved sprinkler system.

§5201 DEFINITIONS

In the California Fire Code, herein adopted, the terms used therein shall comply with the common construction given to and usage of them in the City and as hereinafter defined.

§5202 ENFORCEMENT

A. The California Fire Code (CFC) herein adopted shall be enforced by the Chief of the Ukiah Valley Fire District who is hereby appointed to supervise the Bureau of Fire Prevention and such regularly employed members of said District in accordance with the applicable provisions of the California Fire Code.

B. Section 104.3 of the California Fire Code is amended by adding subsection 104.3.2 thereto as follows:

For the purpose of providing and maintaining functions necessary for the prevention of fire and for the protection of life and property from fire and panic, there is hereby established a "self-inspection program" assuring that certain California building code (CBC) group B, F, H, L, M, and S occupancies within the city are inspected on an annual basis for fire safety.

The Ukiah Fire District shall deliver, by hand or by mail, "self-inspection worksheet" and "business and emergency record" forms as established from time to time by said District to certain CBC group B, F, H, L, M, & S occupancies within the city on an annual basis, or as may be initiated through the business license application process.

The owner or manager of said occupancy or person in highest authority in said occupancy shall be allowed thirty (30) days from issue date, as noted on the self-inspection worksheet, in which to conduct an inspection for fire safety, correct any deficiencies, complete said

forms, and return completed forms to the Ukiah Valley Fire District as directed by the fire chief or his designee.

Any person who fails to comply with the requirements to return said forms duly completed and to correct the deficiencies noted in said occupancies within thirty (30) days of the issuance of said forms shall be guilty of an infraction, punishable by a fine of \$100 for a first offense, \$500 for a second offense and \$1,000 for a third or subsequent offense.

SECTION TWO.

Article 3 of Chapter 3 in Division 6 of the Ukiah City Code is hereby amended to read as follows:

* * *

§5216 SECTION 903.2

Section 903.2 (not including sections 903.2.1 and all subsections thereof) of the California fire code, 2010 edition, is amended to read as follows:

Section 903.2 – Where Required. Approved automatic sprinkler systems in new, additions to existing, remodeled, added to or altered buildings and structures shall be provided in the locations described in this section.

A. Approved automatic sprinkler systems shall be provided in new buildings and structures requiring a fire flow of 1,750 gallons per minute (gpm) or greater as determined by appendix B of this code.

B. Approved automatic sprinkler systems shall be provided in additions to existing structures where the new total building area would require a fire flow of 1,750 gallons per minute (gpm) or greater as determined by appendix B of this code.

C. Approved automatic sprinkler systems shall be provided in existing structures where improvements occur during any three (3) year period wch meet the definition of a “substantial remodel” and requiring a fire flow of 1,750 gallons per minute (gpm) or greater as determined by appendix B of this code.

Exception: Projects which are solely complying with statutory regulations (examples may be health and safety codes, earthquake/seismic, American disabilities act (ADA), or facade improvements) will not trigger this requirement.

D. Approved automatic sprinkler systems shall be provided in new structures exceeding 30 feet in height above the lowest grade level.

E. Approved automatic sprinkler systems shall be provided in those new, additions to existing, remodeled, added to or altered buildings and structures which require a fire flow, as determined by appendix B of this code, in excess of the capability of the available water supply.

F. Approved automatic sprinkler systems shall be installed per 903.3.1.3 in new mobile homes, and manufactured homes.

G. For purposes of this Section, “substantial remodel” shall mean the alteration of any structure which combined with any additions to the structure, performed within any three (3) year period, affects a floor area that exceeds fifty percent (50%) of the existing floor area of the structure. When any changes are made in the building, such as walls, columns, beams or girders, floor or ceiling joists and coverings, roof rafters, roof diaphragms, foundations, piles or retaining walls or similar components, the floor area of all rooms affected by such changes shall be included in computing floor areas for purposes of applying this definition. This definition does not apply to the replacement and upgrading of residential roof coverings or exterior wall finishes.

* * *

§5218 SECTION 506.3

Section 506.3 of the California fire code, 2010 edition, is added as follows:

Section 506.3 – Emergency Electrical Disconnects.

Where access to main electrical control panels requires entry to, and passage through, portions of a structure which may be involved with fire, smoke, gasses, hazardous materials, or which otherwise present unsafe conditions to emergency personnel, the chief may require that a means of remotely disconnecting electrical service to the structure be provided. This means of remotely disconnecting electrical service shall be by a secured key switch mechanism approved by the Fire District.

* * *

§5223 GEOGRAPHIC LIMITS

The geographic limits referred to in certain section of the 2022 edition of the California Fire Code are hereby established as follows:

Section 5704.2.9.6.1 The geographic limits referred to in Section 5704.2.9.6.1 of the 2022 edition of the California Fire Code in which storage of Class I, Class II, and liquids in outside above ground tanks is prohibited are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the County of Mendocino, and agricultural land of less than two (2) acres.

Section 5706.2.4.4 The geographic limits referred to in Section 5706.2.4.4 of the 2022 edition of the California Fire Code in which storage of Class I, Class II, and liquids in aboveground tanks is prohibited are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the County of Mendocino, and agricultural land of less than two (2) acres.

Section 5806.2 The geographic limits referred to in the 2022 edition of the California Fire Code in which the storage of flammable cryogenic fluids in stationary containers are prohibited, are hereby established as follows: In all residential areas and heavily populated or congested commercial areas, as established by the County of Mendocino.

Section 6104.2 The geographic limits referred to in Section 6104.2 of the 2022 edition of the California Fire Code in which storage of liquefied petroleum gas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7,570 liters), is restricted, are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the City of Ukiah.

SECTION TWO.

1. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.

2. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on _____, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk



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 Consideration of Adoption of Resolution Appointed a Member and an Alternate Member to the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA).

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Brown, various Councilmembers, and Sean White, Water Resources Director.

ATTACHMENTS:

1. 2022 City Council Special Assignments
2. Ukiah Valley Basin GSA JPA
3. UVBGSA Appointing Resolution 2022

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications. Council will also consider adopting a resolution appointing a Member and an Alternate Member to the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA).

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment 1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

Ukiah Valley Basin Groundwater Sustainability Agency

As a Member of the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA), the City Council is required to nominate a Director and an Alternate Director to be appointed to serve a term of two years from 2023-2025. The current board member seats for Director and Alternate-Director were last confirmed in February of 2021.

The Appointment Process is defined in the UVBGSA JPA (Attachment 2) section 7.3.1. Member Directors: Each Member Director must sit on the governing board of the Member and be appointed by that governing board by Resolution (Attachment 3), which shall be transmitted to the Secretary of the Agency following adoption.

The UVBGSA will be holding their first Board Meeting on the first meeting following January 1, 2023, and plan to present the Member Directors at that meeting. Therefore, Staff is recommending that Council reappoint the City's existing representatives or consider alternatives if desired. Currently Councilmember Crane serves as the primary, and Vice Mayor Duenas serves in the alternate position.

Recommended Action: 1. Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

2. Adopt Resolution appointing a Member and an Alternate Member to the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA).

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

2022 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 once 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.	Office of Emergency Management 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Orozco Duenas- Alternate	Tami Bartolomei, Office of Emergency Management Coordinator; 467-5765 tbartolomei@cityofukiah.com	
Greater Ukiah Business & Tourism Alliance	3rd Tuesday of month, 11:30 a.m.	200 S School St. Ukiah, CA 95482	200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Duenas Rodin - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@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 Rodin- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@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 Duenas- 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	Duenas Alternate	Orozco Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@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	Burgess	Jake Burgess, Community Services Supervisor; 463-6201 jburgess@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	Shannon Riley, Deputy City Manager	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 508-3670	Consider issues related to Russian river - plans projects and funding requests	Rodin Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@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 Duenas- 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	
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	Orozco Davis- Alternate	Neil David Burton, Museum Director; 467-2836 dburton@cityofukiah.com	
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	Cedric Crook, Patrol Lieutenant	Cedric Crook, Patrol Lieutenant Nob; 463-6771; ccrook@cityofukiah.com	
Northern California Power Agency (NCPA) - Commission	4th Thursday of month, 9:00 a.m. (see NCPA calendar)	Roseville, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of State and local power utilities developing and operating power generation, providing scheduling and related energy services and providing regulatory and legislative support.	Crane - Commissioner Sauers - Alternate and Commissioner in absence of Commissioner Crane	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com	
Northern California Power Agency (NCPA) – Lodi Energy Center (LEC) Appointment	2nd Monday of month, 10:00 AM	Lodi, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4299	Committee oversees the operation, maintenance and expenditures of the LEC 300 MW generating project.	Sauers – Project Participate Appointee	Cindy Sauers, Electric Utility Director, 463-6286, csauers@cityofukiah.com	
Transmission Agency of Northern California (TANC)	4th Wednesday of month, 10 a.m.	35 Iron Point Circle Suite 225 Folsom, CA	35 Iron Point Cir #225 Folsom, CA 95630 916-852-1673; info@tanc.us	Provide electric transmission to its Member utilities through transmission line ownership or contract arrangements.	Crane Sauers - Alternate	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com	

2022 CITY COUNCIL SPECIAL ASSIGNMENTS

LOCAL/COUNTY/REGIONAL/LIASENS 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	Rodin Orozco-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 Orozco, Alternate Alan Carter , Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months; 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Supervisor Mulheren	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	White/Orozco	Sean White , Director of Water Resources; 463-5712 swwhite@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	Rodin/Crane	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 1st District Liaison	Monthly; TBD	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 1st District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@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 County's 2nd District Supervisor	Brown	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIASENS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
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	Doug Hutchison , Fire Chief; 463-6263; dhutchison@cityofukiah.com
STANDING COMMITTEES	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Equity and Diversity	TBD	Virtual Meeting Room (link to be created)	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Improve diversity and equity in the City's workforce and municipal services	Orozco/Duenas	Traci Boyl , City Manager's Office Management Analyst; 467-5720 tboy@cityofukiah.com

2022 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Cindy Sauers, Electric Utility Director; 463-629586 csauers@cityofukiah.com
Trench Cut Policy Development	Crane/Brown	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 22/23 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
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Rodin	Sage Sangiacomo, City Manager 463-6221 ssangiacomo@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Cindy Sauers, Electric Utility Director; 463-629586 csauers@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
2021 Electric Rate Study	Crane/Duenas	Cindy Sauers, Electric Utility Director; 463-6286 csauers@cityofukiah.com
Housing Policy	Rodin/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
UVSD/ City Relations <i>Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing</i>	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sean White, Water Resources Director 463-5712 swhite@cityofukiah.com
Upper Russian River Water Agency/City Relations	Crane/Brown	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
Orr Street Bridge Corridor	Rodin/Duenas	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Complete Streets	Rodin/Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com
Cannabis Ordinance Modifications	Duenas/Brown	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Special Districts	Brown/Crane	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Public Financing	Rodin/Orozco	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Corp Yard	Crane/Brown	Jason Benson, Senior Civil Engineer 463-6284 jbenenson@cityofukiah.com
Police Chief Recruitment	Brown/Rodin	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Great Redwood Trail	Rodin/Duenas	Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com
City Manager Review	Rodin/Brown	Sheri Mannion, Human Resources Director 463-6244 smannion@cityofukiah.com

Joint Powers Agreement Forming the Ukiah Valley Basin Groundwater Sustainability Agency

This Joint Powers Agreement (“Agreement”) is made and entered into by and among the Russian River Flood Control and Water Conservation Improvement District (“RRFC”), and the Upper Russian River Water Agency, both of which are California special districts, the City of Ukiah, a municipal corporation, and the County of Mendocino, a political subdivision of the State of California, which are together referred to herein individually as “Member” and collectively as “Members,” for the purposes of forming a joint powers agency, to be known as the Ukiah Valley Basin Groundwater Sustainability Agency, to serve as the Groundwater Sustainability Agency in the Ukiah Valley basin.

Recitals

A. Each of the Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (Division 2, Part 2.74 (commencing with §10720), Part 5 (commencing with Section 4999), Part 5.1 (commencing with Section 5100) and Part 5.2 (commencing with Section 5200) of the California Water Code Section *et seq.*; “SGMA”), duly organized and existing under, and by virtue, of the laws of the State of California, and each Member has water supply, water management or land use responsibilities within the Ukiah Valley.

B. SGMA seeks to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, and provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater.

C. Section 10720.7 of SGMA requires all basins designated as high or medium priority basins by the Department of Water Resources (“DWR”) in its Bulletin 118 be managed under groundwater sustainability plans, or coordinated groundwater sustainability, plans pursuant to SGMA.

D. The Ukiah Valley basin (designated basin number 1-52 in Bulletin 118; the “Basin”) is designated as a medium-priority basin.

E. The Members have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Members operating through a joint powers agency.

F. The Joint Exercise of Powers Act (Chapter 5 (commencing with § 6500) of Division 7, of Title 1 of the California Government Code; the “Act”), authorizes two or more public agencies to, by agreement, jointly exercise any power held in common by agencies entering into such an Agreement and to exercise additional powers granted under the Act.

G. Based on the foregoing legal authority, the Members desire to create a joint powers agency for the purpose of taking all actions deemed necessary by the joint powers agency to ensure sustainable management of the Basin, as required by SGMA.

H. The governing board of each Member has determined it to be in the Member's and in the public's best interest that this Agreement be executed.

Terms of Agreement

Article 1. Definitions

As used in this Agreement, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1.1. "Act" means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the Government Code, sections 6500, *et seq.*, including all laws supplemental thereto.

1.2. "Agency" means the Ukiah Valley Basin Groundwater Sustainability Agency.

1.3. "Agreement" means this joint powers agreement, which creates the Ukiah Valley Basin Groundwater Sustainability Agency.

1.4. "Basin" means the Ukiah Valley basin, as shown on the map attached as Exhibit A, which is incorporated herein by this reference.

1.5. "Board of Directors" or "Board" means the governing body of the Agency as established by Article 7 of this Agreement.

1.6. "Board Member" or "Director" shall mean a member of the Agency's Board of Directors.

1.7. "Committee" shall mean any committee established pursuant to Article Twelve (12) of this Agreement.

1.8. "Effective Date" means the date on which the last Member executes this Agreement.

1.9. "Fiscal Year" means July 1 through June 30.

1.10. "GSA" shall mean a groundwater sustainability agency.

1.11. "GSP" shall mean a groundwater sustainability plan.

1.12. "Member" has the meaning assigned to it in the Preamble and further means each party to this Agreement that satisfies the requirements of Section 6.1 of this Agreement, including any new members, as may be authorized by the Board pursuant to Section 6.2 of this Agreement.

1.13. "Member Director" means a director or alternate director appointed by a Member pursuant to Article 7 of this Agreement.

1.14. “Member’s Governing Body” means the board of directors or other voting body that controls the individual public agencies that are Members.

1.15. “RRFC” has the meaning assigned to it in the Preamble of this Agreement.

1.16. “SGMA” has the meaning assigned to it in Recital A.

1.17. “Special Project” means a project undertaken by some, but not all Members of the Agency, pursuant to Article 14 of this Agreement.

1.18. “Stakeholder Director” means a Director appointed pursuant to Article 6 that represents stakeholder interests.

1.19. “State” means the State of California.

Article 2. Creation of a Separate Entity

2.1. Upon the effective date of this Agreement, Ukiah Valley Basin Groundwater Sustainability Agency (“Agency”) is hereby created. Pursuant to the provisions of the Act, the Agency shall be a public agency separate from its members. The principal office shall be provided for in the Bylaws.

2.2. The boundaries of the Agency shall be as shown on the map on Exhibit A, attached and incorporated herein by this reference. The boundary shown on Exhibit A is an updated version of the Bulletin 118 boundary, based on the 2005 Larsen and Kelsey Map approved by the Department of Water Resources on January 26, 2017.

Article 3. Term

3.1. This Agreement shall become effective upon execution by each of the Parties and shall continue in full force and effect until terminated pursuant to the provisions of Article 17.

Article 4. Purpose of the Agency and this Agreement

4.1. The purpose of this Agreement is to create a joint powers agency separate from its Members that will elect to be the GSA for the entire Basin. The purpose of the Agency is to (a) develop, adopt, and implement a GSP for the Basin in order to implement SGMA requirements and achieve the sustainably goals outlined in SGMA; and (b) involve the public and area stakeholders through outreach and engagement in developing and implementing the Ukiah Valley Basin Groundwater Sustainability Plan.

Article 5. Powers of the Agency

5.1. Restrictions on Exercise of Powers. For purposes of Government Code Section 6509, the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the County of Mendocino, and in the event of the withdrawal of the County of Mendocino as a Member under this Agreement, then the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Ukiah.

5.2. Powers. Subject to the limitations addressed herein, the Agency shall have the power in its own name to exercise any and all common powers of the Members reasonably related to the purposes of the Agency, including but not limited to, the following powers, together with such other powers as are expressly set forth in the Act and SGMA:

5.2.1. To exercise all powers afforded to a GSA pursuant to, and as permitted by, SGMA upon electing in accordance with SGMA to become the GSA for the Ukiah Valley Basin.

5.2.2. To develop, adopt and implement a GSP for the Basin pursuant to SGMA.

5.2.3. To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency; and adoption and implementation of a GSP for the Basin.

5.2.4. To obtain rights, permits and other authorizations for, or pertaining to, implementation of a GSP for the Basin; and to exercise the common powers of the Members, as directed by the Board, in developing and implementing a GSP for the Basin.

5.2.5. To perform other ancillary tasks relating to the operation of the Agency pursuant to SGMA, including, without limitation, environmental review, engineering and design.

5.2.6. To employ, designate or otherwise contract for the services of agents, officers, employees, attorneys, engineers, planners, financial consultants, advisors, independent contractors, technical specialists and other consultants.

5.2.7. To make and enter into contracts necessary to the full exercise of the Agency's power.

5.2.8. To investigate legislation and proposed legislation affecting the Basin and to make appearances regarding such matters.

5.2.9. To acquire property and other assets by grant, lease, purchase, bequest, devise, gift or eminent domain; and to hold, enjoy, lease, sell, or otherwise dispose of property, including real property, water rights and personal property, necessary for the full exercise of the Agency's powers.

5.2.10. To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including, without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.

5.2.11. To incur debts, obligations, and liabilities; to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, and, to the extent provided for in a duly adopted Agency, to impose assessments, groundwater extraction fees or other charges, and other means of financing the Agency as authorized by Chapter 8 of SGMA (commencing at Section 10730 of the Water Code).

5.2.12. To apply for, accept, and receive contributions, grants or loans from any public or private agency or individual in the United States, or any department, instrumentality, or agency thereof for the purpose of financing the Agency's activities.

5.2.13. Invest money that is not needed for immediate necessities, as the Board of Directors determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code, as that section now exists, or may hereafter be amended.

5.2.14. Reimburse Board Members for the actual amounts of reasonable and necessary expenses incurred in attending the Agency's meetings or any committee of the Agency in performing the duties of their officer, subject to Board of Directors policy and budget authorization.

5.2.15. To sue and be sued in the Agency's own name; provided that a Member may determine not to contribute to the expenses of litigation initiated by the Agency.

5.2.16. To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public hearings in which the Members, pursuant to this Agreement, may have an interest; and may employ counsel and other expert assistance for these purposes.

5.2.17. To exercise the common powers of its Members to develop, collect, provide and disseminate information that furthers the purposes of the Agency, including, but not limited to the operation of the Agency and adoption and implementation of a Groundwater Sustainability Plan for the Basin, to the Members' legislative, administrative, and judicial bodies, as well as the public generally.

5.2.18. Employ or retain a full time or part time supporting staff.

5.2.19. To perform all other acts necessary or proper to fully carry out the purposes of this Agreement.

5.3. The Agency and all of its Members confirm that nothing contained herein shall grant the Agency any power to alter any water right, contract right, or any similar right held by its Members, or amend a Member's water delivery practice, course of dealing, or conduct without the express consent of the holder thereof.

Article 6. Membership

6.1. Initial Members. The initial Members of the Agency shall be the County of Mendocino, City of Ukiah, Russian River Flood Control and Water Conservation Improvement District, and the Upper Russian River Water Agency.

6.2. New Members. Additional Parties may join the Agency and become a Member provided that the prospective new member: (a) is eligible to join a GSA as provided by SGMA, (b) possesses powers common to all other Members, and (c) receives unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all Members, including the additional public agency. Additional Stakeholders Directors may be created by the execution of a written amendment to this Agreement signed by all Members.

Article 7. Agency Board of Directors

7.1. Formation of the Board of Directors. The Agency shall be governed by a Board of Directors ("Board of Directors" or "Board"). The Board shall be composed of six (6) Directors consisting of the following representatives, who shall be appointed in the manner set forth in Section 7:

7.1.1. One (1) representative appointed by the governing board of each Member, who shall be a member of the governing board of the Member (each, a "Member Director").

7.1.2. Two (2) Stakeholder Directors, one (1) of which shall be representative of agricultural stakeholders and interests within the Basin; and one (1) of which shall be representative of tribal stakeholders and interests within the Basin. The two (2) Stakeholder Directors shall meet the following qualifications: ¶

(a) One (1) Agricultural Stakeholder Director. The Agricultural Stakeholder Director shall meet the following criteria, determined at the sole discretion of the Board Members: (1) be a resident of Mendocino County; (2.a) own/ lease real property in active commercial agricultural production overlying the Basin or (2.b) be an employee of a commercial agricultural production operation overlying the basin involved with water use decisions and (3) extract groundwater from the Basin for the irrigation/frost protection of at least fifteen (15) acres of agricultural crops in commercial operation. The Agricultural Stakeholder may not be a party to any pending litigation against the Agency or any of its Members.

(b) One (1) Tribal Stakeholder Director shall be appointed by the six tribes exercising jurisdiction over Indian lands within the Ukiah Valley Basin identified as Redwood Valley Rancheria, Coyote Valley Reservation, Pinoleville Pomo Nation, Potter Valley Rancheria, Guidiville Rancheria and the Hopland Reservation.

7.1.3. Relationship of Members. The Upper Russian River Water Agency is a joint powers authority consisting of several water districts within the Ukiah Valley and the RRFC. For purposes of the Agency, the RRFC desires to be a separate member of the Agency with a separate vote, and as such, will not take part in any action or discussion, and shall not vote on any item of the Upper Russian River Water Agency related to the Agency. The abstention of the RRFC from such agenda items of the Upper Russian River Water Agency shall be separately reflected in documents of the Upper Russian River Water Agency. Should the RRFC fail to abstain from taking part in any vote relating to the Agency before the Upper Russian River Water Agency, it shall not be entitled to vote on that matter when it comes before the Agency.

Members of the Upper Russian River Agency are also contemplating the consolidation of all members of the joint powers authority into a single water district. Should such consolidation occur, this JPA shall be amended to reflect the consolidation of members.

7.2. Duties of the Board of Directors. The business and affairs of the Agency, and all of the powers of the Agency, including without limitation all powers set forth in Article 5, are reserved to and shall be exercised by and through the Board of Directors, except as may be expressly delegated to the Executive Director or others pursuant to this Agreement, Bylaws, or by specific action of the Board of Directors.

7.3. Appointment of Directors. The Directors shall be appointed as follows:

7.3.1. Member Directors. Each Member Director must sit on the governing board of the Member and be appointed by that governing board by Resolution, which Resolution shall be transmitted to the Secretary of the Agency following adoption by the Member.

7.3.2. Stakeholder Directors. The two (2) Stakeholder Directors shall be appointed as follows:

(a) One (1) stakeholder shall be chosen by the Member Directors to represent agricultural interests within the Ukiah Valley Groundwater Basin. This stakeholder shall meet the qualifications as described in 7.1.2. (a). This stakeholder shall be selected from a list of three (3) nominations submitted from the Mendocino County Farm Bureau, but the three (3) nominees need not be a member of the organization. Nominees shall be submitted to the Member Directors pursuant to a process specified in the Bylaws, unless directed otherwise by the Member Directors. The Member Directors shall consider the nominees at a regular meeting of the Board and shall appoint the Agricultural Stakeholder Director upon simple majority vote of all Member Directors.

(b) Tribal Stakeholder Director. The Member Directors shall confirm the nomination for the Tribal Stakeholder Director submitted by the six (6) Tribes within the Ukiah Valley. The Member Directors shall confirm the nominee at a regular meeting and shall appoint the Tribal Stakeholder Director upon simple majority vote of all Member Directors.

7.4. Alternate Directors. Each Member may also appoint one (1) Alternate Director to the Board of Directors, and an Alternate Director shall be appointed for each Stakeholder Director. All Alternate Directors shall be appointed in the same manner as set forth in Section 7.3. Alternate Directors shall have no vote, and shall not participate in any discussions or deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Each Alternate Director shall be appointed prior to the third meeting of the Board. Alternate Directors are encouraged to attend all Board meetings and stay informed on current issues before the Board. Alternate Board Members have no vote at Board of Director meetings if the Board Member is present. If the Board Member is not present, the Alternate Board Member shall be entitled to participate in all respects as a regular Board Member.

7.5. Terms of Office. The term of office for each member of the Agency's Board of Directors is two (2) years. Each member of the Board of Directors shall serve at the pleasure of the appointing Member and may be removed from the Board of Directors by the appointing members at any time. If at any time a vacancy occurs on the Board of Directors, a replacement shall be appointed to fill the unexpired term of the previous Board Member, pursuant to Article 7 and within ninety (90) days of the date that such position becomes vacant.

7.6. Removal of Board Members. Board Members and Alternate Board Members shall serve at the pleasure of their appointing Member's governing board and may be removed or replaced at any time. A Board Member that no longer meets the qualifications set forth in section 7.1 is automatically removed from the Agency Board of Directors. Upon removal of a Board Member, the Alternate Board Member shall serve as a Board Member until a new Board Member is appointed by the Member. Members must submit any changes in Board Member or Alternate Board Member positions to the Secretary in writing and signed by the Member. A Stakeholder Director may be removed or reappointed by a simple majority vote of all Member Directors.

7.7. Vacancies. A vacancy on the Board of Directors shall occur when a Director resigns or reaches the end of that Director's term, as set forth in Section 7.5. For Member Directors, a vacancy shall also occur when he/she is removed by his/her appointing Member. For Stakeholder Directors, a vacancy shall also occur when the Stakeholder Director is removed, as set forth in Section 7.5. Upon the vacancy of a Member Director, the Alternate Director shall serve as Director until a new Director is appointed, as set forth in Section 7.3, unless the Alternate Director is already serving as a Member Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 7.3. Members shall submit any changes in Director or Alternate Director positions to the Board of Directors or Executive Director by written notice, signed by an authorized representative of the Member. The written notice shall include a Resolution of the governing board of the Member directing such change in the Director or Alternative Director position.

7.8. Adjustment to Composition of the Board of Directors. Should the circumstances change in the future, any person or entity may petition the Members hereto to amend this Agreement so as to add or delete representatives to the Governing Board to accurately reflect groundwater production within the boundaries of the authority.

Article 8. Agency Meetings

8.1. Initial Meeting. The initial meeting of the Agency's Board of Directors shall be called by the County of Mendocino and held in the Mendocino County Board of Supervisors Chambers, 501 Low Gap Road, Ukiah, California within 60 days of the effective date of this Agreement. All Members shall be required to attend the initial meeting.

8.2. Time and Place. The Board of Directors shall provide in its adopted bylaws or by other means authorized or required by law, for the time and place for holding regular meetings, at least quarterly, and at such other times as determined by the Board of Directors.

8.3. Conduct. All meetings of the Governing Board shall be noticed, held, and conducted in accordance with the Ralph. M. Brown Act to the extent applicable. Board Members and Alternate Board Members may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by the applicable laws.

8.4. Local Conflict of Interest Code. The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code sections 81000, *et seq.*).

Article 9. Board of Directors Voting

9.1. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for purposes of transacting business, except less than a quorum may vote to adjourn a meeting.

9.2. Director Votes. Each member of the Board of Directors of the Agency shall have one (1) vote. Except as otherwise specified in this Agreement, all affirmative decisions of the Board of Directors shall require the affirmative vote of a simple majority of all Directors participating in voting on a matter of Agency business; provided that if a Director is disqualified from voting on a matter before the Board because of a conflict of interest, that Director shall be excluded from the calculation of the total number of Directors that constitute a majority. The Board of Directors shall strive for consensus of all members on items.

9.3. Voting on Fiscal Items. Fiscal items, approval of the annual budget of the Agency and any expenditures, and any projects shall require an affirmative vote by a majority of the Board of Directors.

Article 10. Officers

10.1. Officers. The Board of Directors shall select a Chairman, Vice-Chairman, Secretary, and any other officers as determined necessary by the Board of Directors.

10.1.1. The Chairman shall preside at all Board Meetings.

10.1.2. The Vice-Chairman shall act in place of the Chairman at meetings should the Chairman be absent.

10.1.3. The Secretary shall keep minutes of all meetings of the Board of Directors and shall, as soon as possible after each meeting, forward a copy of the minutes to each member and alternate of the Board of Directors.

10.1.4. All Officers shall be chosen at the first Board of Directors meeting and serve a term for two (2) years. An Officer may serve for multiple consecutive terms. Any Officer may resign at any time upon written notice to the Agency.

Article 11. Committee Formation

11.1. Internal Committee Formation. There shall be established such internal committees as the Board of Directors shall determine from time to time. Each such internal committee shall be comprised of two (2) Directors, shall exist for the term specified in the action establishing the committee, shall meet as directed by the Board of Directors, and shall make recommendations to the Board of Directors on the various activities of the Agency.

11.2. External Advisory Committee Formation. The Board of Directors may establish, as deemed necessary, one or more advisory committees comprised of diverse social, cultural, and economic elements of the population and area stakeholders within the Ukiah Valley Basin. The Board of Directors shall encourage the active involvement of the advisory committee(s) prior to and during the development and implementation of the Groundwater Sustainability Plan. The Board of Directors will ensure that at least one (1) member from the Board of Directors or Agency employee attends and participates in each advisory committee meeting.

11.3. Technical Advisory Committee. There shall be established a technical advisory committee, the purpose of which shall be to provide advice to the Board of Directors on issues of a technical nature related to the activities of the Agency. The technical advisory committee shall be comprised of at least one (1) representative of each Member; one (1) representative for each of the Agricultural Stakeholders and the Tribal Stakeholders; at least one (1) representative from the Sonoma County Water Agency; and at least one (1) representative from the Mendocino County Resource Conservation District. The technical advisory committee shall meet as directed by the Board of Directors, and shall make recommendations to the Board of Directors as requested. The role and responsibilities of the technical advisory committee will be established in a Memorandum of Understanding between the Agency, the Mendocino County Resource Conservation District, and the Sonoma County Water Agency.

Article 12. Treasurer, Controller, and Legal Counsel

12.1. Treasurer and Controller. The County of Mendocino shall act as Treasurer and Controller for the Agency. The Controller of the Agency shall cause an independent audit of the Agency's finances to be made by a certified public accountant in compliance with California Government Code Section 6505. The Treasurer of the Agency shall be the depositor and shall have custody of all money of the Agency from whatever source. The Controller of the Agency shall draw warrants and pay demands against the Agency when the demands have been approved by the Agency, or any authorized representative pursuant to any delegation of Agency adopted by the Agency. The Treasurer and Controller shall comply strictly with the provisions of statutes relating to their duties found in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code.

12.2. Legal Counsel. The Board of Directors may appoint legal counsel as it deems appropriate.

Article 13. Executive Director

13.1. Appointment. The Board of Directors may hire an Executive Director who shall be compensated for his or her services, as determined by the Board of Directors. The Executive Director may, though need not be, an officer, employee or representative of one of the Members.

13.2. Duties. The Executive Director shall be the Chief Administrative Officer of the Agency, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board of Directors for the proper and efficient administration of the Agency. The Executive Director shall have the powers designated in the Bylaws.

13.3. Term and Termination. The Executive Director shall serve until he/she resigns or the Board of Directors terminates his/her appointment.

13.4. Staff. The Executive Director may employ such additional full-time and or part-time employees, assistants, and independent contractors that may be necessary from time to time to accomplish the purposes of the Agency, subject to approval of the Board of Directors. The Agency may contract with a Member or other public agency or private entity for various services, including without limitation, those related to the Agency's finances, purchasing, risk management, information technology, human resources and other technical and non-technical staff assistance as may be required. A written Agreement shall be entered between the Agency and the Member or other public agency or private entity contracting to provide such service, and that Agreement shall specify the terms on which such services shall be provided, including without limitation, the compensation, if any, that shall be made for the provision of such services.

Article 14. Specific Projects

14.1. Projects. The Agency intends to carry out activities in furtherance of its purposes and consistent with the powers established by the Agreement with the participation of all Members.

14.2. Member Specific Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate specific projects or litigation that involves less than all Members. No Member shall be required to be involved in a project that involves less than all the Members.

14.3. Project Agreement. Prior to undertaking any project or litigation that does not involve all Member Agencies, the Members electing to participate in the project shall enter into a Project Agreement. A Member may elect not to participate in a specific project or litigation matter by providing notice and not entering into the Project Agreement specific to the matter in which the Member has elected not to participate. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the project. All assets, rights, benefits, and obligations attributable to the Project shall be assets, rights, benefits, and obligations of those Members which have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement. Further, to the extent the Project is litigation, the Members who have not entered into the Project Agreement shall not be named or otherwise listed in the pleadings and/or appear on litigation materials.

14.4. Board of Directors Approval. The Board of Directors shall have the authority to disapprove any Project Agreement upon a determination that the Project Agreement has specific, substantial adverse impacts upon Members that have not executed the Project Agreement.

Article 15. Budget and Expenses

15.1. Budgets. Within ninety (90) days after the first meeting of the Governing Board of the Agency, and thereafter prior to the commencement of each fiscal year, the Board of Directors shall adopt a budget for the Agency for the ensuing fiscal year.

15.2. Agency Funding and Contributions. In order to provide the needed capital to initially fund the Agency, the Agency shall be initially funded by a contribution from initial Members in the amount established in the bylaws, which contribution shall be set at an equal dollar amount for initial Members. In subsequent years, the Agency may be funded through additional voluntary contributions by all Members, and as otherwise provided in Chapter 8 of SGMA (commencing with Section 10730 of the Water Code).

Article 16. Liability and Indemnification

16.1. Liability. The Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Agency, except as may be specifically provided for in California Government Code Section 895.2, as amended or supplemented. Therefore unless and to the extent otherwise required by law or agreed to herein by the Members, in accordance with California Government Code Section 6507, the debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of the Member entities. The Agency shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

16.2. Indemnification. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to, negligent acts or omissions of the Agency or its employees, officers or agents or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Agency.

Article 17. Withdrawal and Termination

17.1. Withdrawal. A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the remaining Members.

17.2. Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness.

17.3. Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement which were incurred or accrued prior to the date of such termination or withdrawal, including without limitation, those debts, liabilities and obligations pursuant to Section 5.2.11. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency, or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this section shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

17.4. Disposition of Agency Assets upon Termination.

17.4.1. Surplus Funds. Upon termination of this Agreement, any reserves or surplus money on-hand shall be returned to the Members in the same proportion said Members have funded such reserves or surplus, in accordance with California Government Code section 6512.

17.4.2. Agency Property. The Agency shall first offer any assets of the Agency for sale to the Members on terms and conditions determined by the Board of Directors. If no such sale to Members is consummated, the Board shall offer the assets of the Agency for sale to any non-member for good and adequate consideration on terms and conditions determined by the Board of Directors.

Article 18. Miscellaneous

18.1. No Predetermination or Irretrievable Commitment of Resources. Nothing in this Agreement shall constitute a determination by the Agency or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

18.2. Notices. Notices hereunder shall be sufficient if delivered via electronic mail, First-Class mail to the addresses below:

Russian River Flood Control and Water Conservation Improvement District: 151
Laws Avenue, Suite D, Ukiah, CA 95482
County of Mendocino: 501 Low Gap Road, Room 1010, Ukiah, CA 95482
City of Ukiah: 300 Seminary Avenue, Ukiah, CA 95482
Upper Russian River Water Agency: 151 Laws Avenue, Ukiah, CA 95482

18.3. Bylaws. At, or as soon as practicable after the first Board of Directors meeting the Board of Directors shall draft and approve Bylaws of the Agency to govern day-to-day operations of the Agency.

18.4. Amendment. This Agreement may be amended at any time, by mutual agreement of the Members, provided that before any amendments shall be operative or valid, it shall be reduced to writing and signed by all Members hereto.

18.5. Agreement Complete. This Agreement constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior Agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

18.6. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

18.7. Execution in Counterparts. The Parties intend to execute this Agreement in counterparts. It is the intent of the Parties to hold one (1) counterpart with single original signatures to evidence the Agreement and to thereafter forward three (3) other original counterparts on a rotating basis for all signatures. Thereafter, each Member shall be delivered an originally executed counterpart with all Member signatures.

18.8. Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of this Agreement as to the remaining Members shall not be affected thereby.

18.9. Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

18.10. Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors or assigns of the Members.

18.11. Other Joint Power Agreements. Nothing in this Agreement shall prevent the Members from entering into other joint exercise of power Agreements.

[Signature Pages Below]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

COUNTY OF MENDOCINO

By: _____
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

Date: _____

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

Date: _____

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

CITY OF UKIAH

BY: _____

Date

Jim O. Brown, MAYOR

BY: _____

Date

CITY MANAGER

ATTEST

CITY CLERK

Date

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

Russian River Flood Control and Water Conservation Improvement District

By: _____ Date: _____

Paul Zellman, President

Board of Trustees

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

Upper Russian River Water Agency

By: _____

Date: _____

Jerry Cardoza, President

Board of Directors

RESOLUTION NO. 2022-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPOINTING CITY REPRESENTATIVES TO THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY**

WHEREAS, groundwater located in the Ukiah Basin is a vital resource to meet the water supply needs for residents, visitors and businesses of Mendocino County; and

WHEREAS, the City of Ukiah, Upper Russian River Water Agency and Russian River Flood Control and Water Conservation Improvement District have come together to improve management of groundwater in the Ukiah Valley Basin under a Joint Powers Agreement (JPA) creating the Ukiah Valley Basin Groundwater Sustainability Agency (Agency); and

WHEREAS, each of the Member agencies is a local agency as defined by the Sustainable Groundwater Management Act of 2014 (SGMA), duly organized and existing under and by virtue of the laws of the State of California with the ability to exercise powers related to groundwater management; and

WHEREAS, Article 7 of the JPA provides for the appointment of Directors and Alternate Directors on the Board of Directors to serve as representatives of each Member Agency.

NOW, THEREFORE, BE IT RESOLVED that, effective upon final execution of the JPA by the Member Agencies, the Ukiah City Council hereby appoints _____ to serve as the Director representing the City of Ukiah on the Board of Directors for the Ukiah Valley Basin Groundwater Sustainability Agency;

BE IT FURTHER RESOLVED _____ is appointed as the Alternate Director to represent the City of Ukiah on the Ukiah Valley Basin Groundwater Sustainability Agency in the event that _____ is unable to attend a Board of Directors meeting.

PASSED AND ADOPTED this 2nd day of November, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim O. Brown, Mayor of the City of Ukiah

ATTEST:

Kristine Lawler, City Clerk