City of Ukiah

City Council Regular Meeting

AGENDA

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

August 1, 2018 - 6:00 PM

5:30 - 5:55 P.M. - RECEPTION FOR NEW POLICE CHIEF JUSTIN WYATT

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

3.a. Oath of Office Ceremony for New Police Chief, Justin Wyatt.
Recommended Action: City Clerk to administer the Oath of Office.
None

3.b. Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System.
Recommended Action: Receive status report. If desired, discuss and provide direction to Staff and/or consider any action(s) related to the matter.
Attachment 1 - UVSD Litigation Update Box Files location
Attachment 28 - Legal Cost Summary

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

5.a. Approval of the July 18, 2018, Regular Meeting Minutes
Recommended Action: Approve the Minutes of July 18, 2018, a Regular Meeting, as submitted.
Attachment 1 - Draft Minutes of July 18, 2018

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. Approval of Award of Contract to West Company for Implementation of Community Development Block Grant (CDBG) Microenterprise Technical Assistance Services Program in the Amount of up to $232,558.

Recommended Action: Approve award of contract to West Company for implementation of the Community Development Block Grant (CDBG) Microenterprise Technical Assistance Services Program in the amount of up to $232,558.

Attachment 1- Ukiah CDBG Proposal No 16-CDBG-11147 FINAL

Attachment 2- HCD Approval of Procurement

Attachment 3- Ukiah CDBG Proposal No 16-CDBG-11147 FINAL Alt 8_1_18

Attachment 4- ProfSvcsAgreement- West Company August 2018

7.b. Annual Review of Mobilehome Park Stabilization Fees and Activities, Possible Adoption of Resolution Amending Resolution No. 2017-57; and Approval to Waive Fees for the FY 2018-19.

Recommended Action: Receive report on the Mobilehome Park Stabilization Administrative Costs and Activities, adopt the Resolution amending Exhibit A to Resolution 2017-57 adjusting the administrative costs, and approve waiving fees for FY 2018-19.

Attachment 1 - Draft Minutes of July 18, 2018

Attachment 2 - Letter to Residents

Attachment 3a&b - Proposed Resolution - Redline and Clean Versions

7.c. Notification of Purchase of Replacement Carpet and Installation for the Red Rooms at the Ukiah Valley Conference Center from JB Jordan & Associates in the Amount of $29,946.

Recommended Action: Receive a report regarding the purchase of carpet and installation from JB Jordan & Associates in the amount of $29,946 for the Ukiah Valley Conference Center Red Rooms.

Attachment 1 - Purchase Order

7.d. Notification of the Purchase of Replacement Chairs for the Red Rooms of the Ukiah Valley Conference Center from Mity-Lite, Inc. in the Amount of $25,009.63.

Recommended Action: Receive a report regarding the purchase of 350 banquet chairs for the Ukiah Valley Conference Center from Mity-Lite Inc. in the amount of $25,009.63.

Attachment 1 - Purchase Order

7.e. Notification of Purchase for a Donor Recognition Sign at Anton Stadium from Healdsburg Signs in the Amount of $22,116.05 and Approval of Corresponding Budget Amendment.

Recommended Action: The City Council will receive Notification of Purchase for a donor sign at Anton Stadium from Healdsburg Signs in the amount of $22,116.05 and approve of corresponding budget amendment of $2,117.

Attachment 1 - Anton Stadium Donor Wall

Attachment 2 - Invoice Healdsburg Signs

7.f. Approve Purchase of a Bulk Computer Order from Dell Marketing, Inc., In the Amount of $58,249.46, and Corresponding Budget Amendment.
Recommended Action: Approve the purchase of a bulk computer order from Dell Marketing, Inc., in the amount of $58,249.46, and corresponding budget amendment.
Attachment 1 - Department Breakdown
Attachment 2 - Dell Quote

8 AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9 COUNCIL REPORTS

10 CITY MANAGER/CITY CLERK REPORTS

11 PUBLIC HEARINGS (6:15 PM)

12 UNFINISHED BUSINESS

12.a. Consideration and Possible Direction to Staff of a Letter Transmitted to the Mendocino County Airport Land Use Commission Seeking Collaboration for Updating the Mendocino County Airport Comprehensive Land Use Plan.
Recommended Action: 1) Consider and discuss draft letters from Staff and Ukiah Airport Commission; and 2) direct Staff to transmit a final letter to Mendocino County Board of Supervisors and Airport Land Use Commission.
Attachment 1- CD Staff Airport Land Use Plan draft letter
Attachment 2- Commission letter 07172018

12.b. Receive Report Regarding Review of Ordinance for Development and Operating Standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, and Specialty Food and Beverage Sales with Tasting.
Recommended Action: Receive report from Staff.
Attachment 1- Ordinance No. 1167.pdf

12.c. Receive Report on the Status and Evaluation of the Ukiah Housing Strategy and Provide Direction as Necessary.
Recommended Action: Receive report from Staff on the status and evaluation of the City's Housing Strategy and Provide Direction as Necessary.
Attachment 1- FINAL UHTF Guidelines (approved 10-18-17)
Attachment 2- Ukiah Housing Strategy Overview
Attachment 3- Housing Survey Results
Attachment 4- January 2018 Ukiah HTF NOFA and Application 1-2-18

Attachment 5- Ordinance No. 1189

12.d. Award Contract for Smith Street Rehabilitation Project, Specification No. 15-12 and Approve (if necessary) a Corresponding Budget Amendment.
Recommended Action: Award Contract for Smith Street Rehabilitation Project, Specification No. 15-12 and Approve (if necessary) a Corresponding Budget Amendment.
Attachment 1 - Specifications - Smith Street Rehabilitation
Attachment 2 - Plans - Smith Street Rehabilitation
Attachment 3 - Mandatory - Pre-Bid mtg sign in sheet - Smith Street Rehabilitation
Attachment 4 - Addendum No 1 - Smith Street Rehabilitation

13 NEW BUSINESS

13.a. Consideration of a letter of support for SB 1029 the Great Redwood Trail Act.
Recommended Action: Authorize the Mayor to sign a letter of support to be sent to the Governor of California requesting approval and funding for SB1029 on behalf of the Ukiah City Council and authorize the Mayor to sign other corresponding regional support efforts for SB 1029.
Attachment 1 - SB 1029 Letter of Support City of Ukiah

13.b. Consideration of Award of Contract for Slurry Seal of Local Streets, Specification No. 18-02 and Approve (if necessary) a Corresponding Budget Amendment.
Recommended Action: Award Contract for Slurry Seal of Local Streets, Specification No. 18-02 and Approve (if necessary) a Corresponding Budget Amendment.
Attachment 1 - Specifications
Attachment 2 - Plans.pdf
Attachment 3 - Addendum

13.c. Receive Updates on City Council Committee and Ad Hoc Assignments.
Recommended Action: Receive report(s).
Attachment 1 - 2018 City Council Special Assignments & Ad Hocs

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

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

14.b. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))
Name of case: Ukiah Valley Sanitation District v. City of Ukiah, Sonoma County Superior Court, Case No. SCV 256737 (UVSD)

Recommended Action: Confer in Closed Session

14.c. Conference with Labor Negotiator
(Government Code Section 54957.6)
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units
Recommended Action: Confer in Closed Session

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

15 ADJOURNMENT

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

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

Kristine Lawler, City Clerk

Agenda Item No.: 3a

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-439-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Oath of Office Ceremony for New Police Chief, Justin Wyatt.

DEPARTMENT: Administration **PREPARED BY:** Kristine Lawler

ATTACHMENTS:
None

Summary: The City of Ukiah will administer the Oath of Office to the new Police Chief, Justin Wyatt.

Background: Chief Chris Dewey retired from his position as Chief of Police on June 30, 2018, and Captain Justin Wyatt is being promoted to the position of Police Chief. .

Justin Wyatt is a Ukiah High Graduate Class of 1984. He started with the Mendocino County Sheriff's Office (SO) as a Corrections deputy in 1989, and became a reserve with the SO in December 1991. Justin became a Ukiah Police Department (PD) reserve in January 1994, hired as a full time officer in October 1994, then served in the Mendocino Major Crimes Task Force about 3 years in December 1997 to July 2000. He was promoted to Sergeant in July 2000, and then to Captain in September 2007. He was a firearms Instructor with Mendocino College 1998 to 2006, and holds a Bachelor of Science in Criminal Justice Management from Union Institute and University, and a Peace Officers Standards and Training (P.O.S.T) Management Certificate.

Justin has received the following awards: Ukiah PD Officer of the Year - 1999; Ukiah Elks Lodge - Mendocino Major Crimes Task Force Officer of the Year - 2000; and Ukiah PD Medal of Courage recipient – 2007. He is a graduate from the Peace Officers Standards and Training (P.O.S.T.) Management Course for Law Enforcement; the Sherman Block Supervisory Leadership Institute; and the FBI National Academy. Additionally,

RECOMMENDED ACTION: City Clerk to administer the Oath of Office.

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: Tracey Porter, Police Department Communications/Records Supervisor

Approved: Sage Sangiacomo, City Manager

Justin is a member of the California Police Officers Association, the International Association of Chiefs of Police, and the Ukiah Elks Lodge.

Discussion: The City Clerk will administer the Oath of Office to Justin Wyatt, making official his position as Chief of Police for the City of Ukiah.

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There are no Attachments to this Agenda Item.

Agenda Item No.: 3b

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-292-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System.

DEPARTMENT: Administration **PREPARED BY:** Sage Sangiacomo

ATTACHMENTS:

Attachment 1 - UVSD Litigation Update Box Files location

Attachment 28 - Legal Cost Summary

Summary: Staff will provide the latest status report on the Ukiah Valley Sanitation District's Litigation against the City of Ukiah related to the operation of the sanitary sewer system.

The City of Ukiah continues to request that the District consider a change in process outside of litigation to resolve the dispute and restore a working relationship, recognizing there is simply too much at stake for the ratepayers, system operations, and the community.

Background: Chronological History of Recent Correspondence and Activity:

In September 2013, the Ukiah Valley Sanitation District (UVSD) filed a claim for damages with the City, and one month later filed its lawsuit. In its lawsuit, the District seeks damages for alleged breaches of the various agreements between the City and the District related to the operation of the sanitary sewer system, starting with the original 1955 agreement.

RECOMMENDED ACTION: Receive status report. If desired, discuss and provide direction to Staff and/or consider any action(s) related to the matter.

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

The lawsuit will have significant adverse financial impacts to both agencies, as well as the ratepayers and the community, and the City is seeking an alternative to litigation to resolve this dispute. Attached is the letter that was sent on September 14, 2016, by the City Council to the District Board, formally requesting that the District drop the lawsuit with terms that would allow the District to refile if agreement cannot be reached (UVSD Litigation Update Box File #1), as well as an informational piece that details the background/impacts (UVSD Litigation Update Box File #2).

On September 21, 2016, the City Council received a presentation (UVSD Litigation Update Box File #3) from staff that explained the relationship between the two agencies and provided responses to some of the most frequently asked questions about this matter to better inform the public about the consequences of the litigation. This information along with a video link to the September 21st presentation/discussion are accessible at http://www.cityofukiah.com/projects/uvsd-vs-cou/.

The UVSD submitted a letter dated September 20, 2016, (UVSD Litigation Update Box File #4) which inaccurately asserts that the City's request is for the District to drop the lawsuit until after the recycled water project funding is received. In fact, the City's request is for the District to dismiss its lawsuit and that the City and District devote their time, money and resources to solving the costly issues confronting the sewer system and improving their working relationship. The City's goal is to eliminate the lawsuit altogether. The City has offered to include terms that would allow the District to refile the lawsuit if the parties fail to reach agreement, but the City never suggested that the District would simply refile the lawsuit once State funding was obtained. Also, the City never suggested that dismissing the lawsuit is all that would be necessary to obtain State funding. In addition to dismissal of the lawsuit, there would have to be an agreement between the City and the District regarding the recycled water project that would satisfy the State Water Resources Control Board.

At the conclusion of the September 21st discussion, the Council directed the City Manager to contact the UVSD District Manager to explore possible alternatives. The City Manager attempted to contact the District Manager by email, but due to a reported medical leave, Mr. McMichael was not available to provide a timely/detailed response. On October 5th, the City Attorney received an email correspondence from Duncan James (Attorney representing the District) responding to the City Manager's email to Mr. McMichael. Mr. James indicated in the email that the District had accepted the City's request to meet and formed a committee consisting of Frank McMichael, District Manager; Jim Ronco, Board Chair; Bob Page, Board Member; and legal counsel. The City Manager issued a supplemental memo to the City Council for the October 5th City Council meeting regarding this email exchange and included a recommendation to Council for the formation of a City Council ad hoc committee to meet with the District (UVSD Litigation Update Box File #5). At the City Council meeting, Mr. Doug Losak with the Law Offices of Duncan James delivered and read aloud a letter containing some additional allegations, but in the end, agreed to meet with the City. The City Council formed an ad hoc committee consisting of Councilmembers Crane and Doble. The City immediately made efforts to schedule the first meeting between the District's committee and the City's ad hoc.

At the October 19, 2016, meeting, the City Council discussed the latest correspondence from the District including the District's request to hold the ad hoc meetings in private and require the City to consent to a confidentiality agreement. The City Manager provided the Council with the correspondence to date from the District regarding the confidentiality condition (UVSD Litigation Update Box File #6) for consideration. At the time of the meeting, the District had not provided a draft of the proposed confidentiality agreement. By consensus, the City Council continued to object to private meetings that do not provide the public with the opportunity to be informed. However, the City Council did direct the ad hoc to meet with the District's ad hoc to discuss the process for such meetings and report back to the City Council at its regular meeting on November 2, 2016.

Prior to the ad hoc meeting, the City Attorney received a letter from Duncan James' Office regarding the District's request for a confidentiality agreement for the ad hoc meetings along with a draft of the agreement (UVSD Litigation Update Box File #7). The City Attorney issued a response (UVSD Litigation Update Box File

#8) indicating that such agreement would need to be discussed at the first joint ad hoc meeting and ultimately considered by the City Council.

In addition, the City Council received correspondence from the District Manager related to the recycled water project dated October 21st (UVSD Litigation Update Box File #9). Most of the questions referenced in the letter had already been either answered or provided to the District. Nonetheless, City staff welcomed the dialogue and discussion in a sincere effort to move this critical project forward. Staff provided a response to the District Manager on October 27, 2016 (UVSD Litigation Update Box File #10).

On October 28, 2016, the City's ad hoc met with the District's ad hoc. At the meeting, the District presented the City with a take-it-or-leave-it condition imposing confidentiality on the ad hoc discussions.

On November 2nd and 4th, the City Council considered the District's confidentiality condition on the ad hoc discussions and approved a letter (UVSD Litigation Update Box File #11) that confirmed agreement to the condition if the District Board would agree to either stay further proceedings in the lawsuit or dismiss the lawsuit without prejudice. The City's proposal, if accepted, would halt the costly litigation fees currently being incurred by both agencies, but would not preclude the District from terminating the stay or refiling the lawsuit if the District wasn't satisfied with the discussions/negotiations. The District issued a response to the City's proposal on November 8, 2016 (UVSD Litigation Update Box File #12) that continues to impose a confidentiality condition on the joint ad hoc meetings. The District further stated "the lawsuit needs to otherwise remain in motion" except to provide a limitation on any discovery requests for a period of 4 weeks.

It's important to note that the District's legal team has predominately utilized the Public Information Act (PRA) rather than formal discovery to obtain information. Because the City of Ukiah is a public agency, the District's attorneys have used the PRA process to obtain information, which does not require the District to justify its requests by showing how they are relevant to the issues in the case. In a typical lawsuit, the discovery process is used to obtain documents and is overseen and controlled by the court to prevent burdensome or oppressive requests. The City continues to expense a tremendous amount of staff resources responding to the District's PRA requests for information dating back to 1955. To date, the District has submitted over 41 requests (with multiple parts) under the PRA process. The City has diligently been responding to the requests for the past 12 months. Suspension of the formal discovery process will not prevent the continued practice by the District nor will it limit the escalating litigation expenses during this proposed period.

With regard to the recycled water project, the City received additional correspondence from the District Manager indicating the need for more information (UVSD Litigation Update Box File #13). However, the correspondence did not identify any specific questions or information that had not otherwise been provided. The City Manager issued a response on November 15th (UVSD Litigation Update Box File #14) and included a BOX link to all relevant information on the recycled water project (https://cityofukiah.box.com/v/uvsdpointsofinterest). Most, if not all, of the information and/or documents have already been provided to the District. Furthermore, the City Manager requested a determination from the District regarding its position on the project and offered to provide any other information and/or presentations that would be necessary for a determination.

On November 16th, the City Council instructed the City Attorney to contact the lawyers for the Ukiah Valley Sanitation District to work out the details for mediating the outstanding disputes including selecting a mediator. Furthermore, and as a first step in the mediation, the City Council requested the District to provide a detailed written response and any counter proposals to the City's written proposal that was submitted to the District in March 2014, during the original mediation between the City and the District. On November 17th, the City Attorney sent correspondence to the UVSD's lawyer to initiate mediation as directed (UVSD Litigation Update Box File #15). As of the publication of the report for the December 7th City Council meeting, the District had not responded.

Additional correspondence between the City and District had also been exchanged related to the recycled water

project (UVSD Litigation Update Box File #16 & #17). Despite continued attempts to engage and provide the District with information, the District had yet to conclude that the recycled water project is the superior alternative of disposing treated wastewater. In an effort to bring this item to a conclusion, the City Manager proposed in a December 1st correspondence to the District Manager a joint meeting between the City Council and the District Board to discuss and resolve any remaining questions/issues related to the project. As of the publication of the report for the December 7th City Council meeting, the District had not responded.

Related to the Fiscal Year 16/17 Budget, the District has not yet identified the District's timeline for their previously identified budget review process that reportedly extends through various staff, committee and District Board stages before a final joint meeting with the City can be scheduled. The previously approved continuing resolution for the budget was scheduled to expire on December 31, 2016. The City had made inquiries as to the District's progress and anticipated review timeline (UVSD Litigation Update Box File #18). Staff recognized some level of District review was underway given recent engagement (since November 11th) on the budget, but the District Manager had not provided a timeline for completion of their review and/or indicated readiness for a joint budget meeting. As of the publication of the report for the December 7th City Council meeting, the District had not responded.

At the December 7th City Council meeting, the Council adopted a resolution to secure funding for the construction of the recycled water system using water revenues as an alternate to the City's wastewater revenues. While this was a less desirable option for securing project funding, it was considered a better alternative to losing the project funds altogether. The Ukiah Valley Sanitation District's lawsuit remains the only impediment to securing project funding with the wastewater revenues, given the City must be able to demonstrate to the State an unconstrained revenue source to guarantee repayment of the loan funds. City staff reported that they were vetting the details of the water revenue alternative with the State Water Resources Control Board. The UVSD continued to be unresponsive to the City Manager's proposal for a joint meeting between the City Council and the District Board to discuss and resolve any remaining questions/issues related to the recycled water project.

Related to the Fiscal Year 16/17 Budget, the City Council and the District Board approved a continuing budget resolution at their respective meetings on December 7th and December 27th. The City's continuing resolution was set to expire on January 18, 2017, unless otherwise extended. The City requested a joint meeting with the District Board prior to the expiration of the resolution. While the District had taken action to extend the continuing resolution beyond December 31, 2016, it had yet to identify a timeline for the completion of its budget review or response to the City's request for a joint meeting.

At the January 4, 2017, City Council meeting, the City Manager and staff reported that terms for mediation continue to be discussed and the District had not responded to the City's requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project. It was further reported that the City received a notice from the District Chair related to communication in the absence of the District Manager due to an extended medical leave (UVSD Litigation Update Box File #19).

At the January 18, 2017, City Council meeting, the City Manager and staff reported that terms for mediation continue to be discussed and the District had not responded to the City's continued requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project.

Development of the City's wastewater operating budget is a joint process between the City and the Ukiah Valley Sanitation District (UVSD). The process had been delayed significantly despite efforts by the City to move it forward expeditiously. In the interim, the City had been operating its wastewater enterprise on a continuing resolution, carrying forward the adopted appropriations from Fiscal Year 2015-16. At its meeting of December 7, 2016, the City Council determined that continuing to do so impeded its ability to effectively, efficiently, and responsibly provide wastewater services to the citizens of Ukiah and the UVSD and voted to move the budget process forward with its consideration and potential adoption at its regularly scheduled meeting on January 18,

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2017. The City notified UVSD of its intentions and again called on it to schedule a meeting with the City Council to complete the budget review process. As of the January 18th City Council meeting, the UVSD continued to be unresponsive to the requests to meet. As such, the City Council unilaterally considered and approved the FY 16-17 Wastewater Budget (UVSD Litigation Update Box File #20).

At the February 1, 2017, City Council meeting, the City Manager and staff reported that terms for mediation continue to be discussed with a location and mediator agreed to, but a date not finalized. Furthermore, the District had not responded to the City's continued requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project.

At the February 15, 2017, City Council meeting, the City Attorney reported that a date (May 11th) had been finalized for the first session of mediation. In addition, the City had accepted the District's conditions that the mediation be subject to a confidentiality agreement in addition to the Evidence Code mediation privilege and to conduct the mediation in Santa Rosa using a mediator from the Judicial Arbitration and Mediation Service (JAMS). The City Manager also reported the District had not responded to the City's continued requests for a joint meeting on the Fiscal Year 16/17 budget or the recycled water project.

At the March 1, 2017, City Council meeting, the City Manager reported that the District remains nonresponsive to the requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project.

At the March 15, 2017, City Council meeting, the City Manager reported the District continues to remain non-responsive to the City's requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project. The City Manager also reported that District Manager McMichael had responded to the City's request for a staff meeting to prepare the bid package to rebid the installation of the barscreen at the Wastewater Treatment Plant as previously directed by the City Council and District Board. The barscreen meeting took place on the morning of March 15th.

At the April 5, 2017, City Council meeting, the City Manager reported that the District continues to remain non-responsive to the City's requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project. At the District's March 16, 2017 Board meeting, the City Manager reiterated the City's request for the joint meeting during public comment on non-agenda items. In addition, the City continues to be available and responsive to budget and billing inquiries from Mr. Dickerson and public information requests from the District's legal counsel, although none have been received in the past two weeks.

At the April 19, 2017, City Council meeting, the City Manager reported that the District continues to remain non-responsive to the City's requests for a joint meeting on the Fiscal Year 16/17 budget and recycled water project. In addition, the City has provided the District with a timeline for the City's proposed FY 17-18 Budget process and has sought input on how/when the District would prefer to coordinate the development and joint review of next year's FY 17-18 wastewater budget (UVSD Litigation Update Box File #21).

At the May 3, 2017, City Council meeting, the City Manager reported that the UVSD continues to be non-responsive to the City's ongoing requests for a joint meeting on the FY 16-17 Budget and recycled water project. In addition, the District has been non-responsive to the City's request to engage in the development and joint review of the FY 17-18 wastewater budget. Furthermore, it was reported that the District was unwilling to provide details related to the maintenance of customer billing accounts as demonstrated by the District's refusal to share refund calculations and methodology related to a sizable refund reportedly authorized by the District at their January 19, 2017, board meeting. Given the District's uncooperative approach regarding account information through customary administrative communication, the City was forced to seek the information through a Public Records Act (PRA) request. Since the May 3rd meeting, the District has provided a response to the PRA request which is currently being reviewed by City staff.

At the May 17, 2017, City Council meeting, the City Manager reported that mediation regarding the litigation resumed on May 11, 2017, and continues with the efforts remaining confidential due to the rules established for

the meetings. In addition, the District remains non-responsive to the City's ongoing request for a joint meeting on the FY 16-17 budget and recycled water project. The District also continues to be non-responsive to the City's numerous requests for engagement in the development and joint review of the FY 17-18 wastewater budget. Correspondence has been sent to the District detailing the budget development schedule and budget related items on the City Council's agenda, inclusive of the following dates:

- March 13-17: Budget Training in Munis
- March 20-31: First-round budget meetings
- March 31: Deadline for personnel requests for budget
- Friday April 7: Budget entry due. Budget will be locked to departments to allow for further processing and analysis by Finance
- April 17-28: Second-round budget meetings
- Wednesday, May 17: Budget 101 with Council
- May 19: Comment period on budget document closes
- June 7: First budget hearing and workshop with Council
- June 14: Final budget hearing with Council and adoption (tentative)

At the June 7, 2017, City Council meeting, the City Manager reported the District continues to be non-responsive to the City's request for a joint meeting regarding the current year budget, the recycled water project and the development of next fiscal year's budget. The City Attorney also reported that the mediation process is ongoing.

At the June 21, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the current year budget, the recycled water project and the development of next fiscal year's budget. In addition, Director White has sent correspondence to the District regarding the need for joint approval of the barscreen installation bid, given the $100,000 Participation Agreement threshold for capital items. The City Council considered and approved the item at the June 21st meeting, but the District will need to approve the project if it is to proceed.

At the July 5, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the current year budget, the recycled water project and the development of next fiscal year's budget. Given the continued lack of response from the District, the City Council, at its meeting of June 21, 2017, approved the Fiscal Year 17-18 budget inclusive of the budget for wastewater. The City continues to seek cooperation from the District, but delaying approval of the budget impedes the City's ability to effectively, efficiently, and responsibly provide wastewater services to the citizens of Ukiah and the UVSD.

In addition, the District had not yet considered the barscreen installation bid which requires joint approval. Director White has sent correspondence to the District regarding the need for joint approval of the barscreen installation bid, given the $100,000 Participation Agreement threshold for capital items. The City Council considered and approved the item at the June 21st meeting, but the District will need to approve the project if it is to proceed.

The City Manager also reported the second mediation date is scheduled for July 14, 2017.

Furthermore, UVSD Director Marshall has contacted the City requesting a tour be scheduled for the District's new interim manager. The City is responding to coordinate the request.

At the July 19, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. In addition, a tour of the Wastewater Treatment Plant was given to the new District Manager and UVSD Board Member Marshall. Mediation meetings continue, but no public reports are available. The candidate filing period for 3 of the 5 District Board seats for the November 7th Election is open from July 17

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- August 11.

At the August 2nd, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. City representatives attended the UVSD Board Meeting on July 20, 2017, and again requested cooperation from the District.

Regarding the barscreen rebid, the City Manager reported: On June 21st, the City Council approved the award of contract to Fort Bragg Electric for the installation of a barscreen at the Wastewater Treatment Plant. The award was contingent upon the District taking corresponding action of which they were informed. Due to an extended delay and no response from the UVSD, the City requested an extension of the expiring bid from the contractor to afford the District additional time to take action. The District approved the contract at its July 20, 2017, Board Meeting and the project will proceed.

Regarding the litigation Impact, the City Manager reported: Staff completed an updated estimate of legal related expenses associated with the Ukiah Valley Sanitation District. Estimates demonstrated that the Ukiah Valley Sanitation District is closing in on $4 million dollars of legal related expenses with over $3.3 million directly paid to the Law Offices of Duncan James (UVSD Litigation Update Box File #22). In defense of the District's legal actions, the City has expended approximately $814,000. On a cost per account base evaluation, this equates to $1,225.55 per District customer account and $207.39 per City customer account.

At the August 16, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. However, discussions related to mediation continue. Furthermore, City representatives continue to attend the UVSD Board Meetings in an effort to seek an improved working relationship.

At the September 6, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. With regard to mediation, representatives of the City of Ukiah and the Ukiah Valley Sanitation District continue to have meetings, but because of the confidential nature of mediations, the parties cannot reveal any further information. On the administrative front, the City Manager and Joe Tait, the new District Manager had a meeting on August 24, 2017. While the meeting was an initial meet and greet, both Mr. Tait and the City Manager expressed a desire to improve the working relationship between the two agencies. Earlier in the week, Mr. Tait also met with engineering staff to review operational processes and procedures.

During this reporting period, the City responded to the District's request for a draw on available, unencumbered District funds held by the City in the amount of $4,544,482. Pursuant to the Participation Agreement, as amended and the Financing Agreement between the City of Ukiah and the Ukiah Valley Sanitation District, the City issued a check on August 30, 2017, per the District's final instructions received on that same day.

At the September 20, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project.

During the previous reporting period, the City responded to the District's request for a draw on available, unencumbered District funds held by the City in the amount of $4,544,482. Pursuant to the Participation Agreement, as amended and the Financing Agreement between the City of Ukiah and the Ukiah Valley Sanitation District, the City issued a check on August 30, 2017, per the District's final instructions received on that same day.

Over the course of the two weeks leading up to the City Council meeting on September 20th, the District made

a number of false claims related to their draw on District funds in an effort to justify their continued legal action against the City. The press release that fully describes this issue is included in the Litigation Files as UVSD Litigation Update Box File #23.

Mediation continues, but the litigation activities are escalating as the March 2018 trial date nears. The high cost of litigation could be avoided if the District were to agree to focus on mediation efforts and put a hold on the trial. The City's Director of Finance gave an updated presentation on the impacts of the District's litigation (UVSD Litigation Update Box File #24).

The City Council had previously requested the District put a hold on litigation activities over a year ago and the District opposed the request. The City Council issued a new request on September 21, 2017 (UVSD Litigation Update Box File #25) in hopes the parties could agree to focus efforts on resolution and stay the litigation activities in an effort to avoid the high costs a trial.

At the October 4, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. As of mid September 2017, the Ukiah Valley Sanitation District had spent nearly $4,126,971 in legal fees, with $3,426,487 paid directly to the Law Offices of Duncan James. Litigation activities were reported to be escalating as a trial date nears. The mounting legal expenses could be avoided if the District were to agree to focus on mediation efforts and put a hold on the litigation. As of that meeting, the District had not responded to the most recent request from the City Council to put the litigation on hold. In addition, the paid advertisements from the District continued through this period across multiple media platforms with a continued attempt on justifying their litigation.

At the October 18, 2017, City Council meeting, the City Manager again reported that the District continues to be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project. As of mid September 2017, the Ukiah Valley Sanitation District had spent nearly $4,232,610 in legal fees, with $3,524,988 paid directly to the Law Offices of Duncan James. On a cost-per-utility customer account evaluation, this equates to $1,321 per District customer account.

Litigation activities continue and are quickly escalating as a trial date nears. The mounting legal expenses could be avoided if the District were to agree to focus on mediation efforts and put a hold on the litigation. The City had previously made this request and issued a new request following the conclusion of the last City Council meeting (UVSD Litigation Update Box Filet #25). Unfortunately, mediation efforts are significantly being displaced by the litigation. To date, the District has not responded directly to the most recent request from the City Council to put the litigation on hold and focus all efforts on mediation.

At a special meeting on October 11, 2017, the Ukiah Valley Sanitation District voted in favor of contract amendments to their contract for legal services with Law Office of Duncan James. In addition, the Board voted to change their regular meeting time to the 3rd Wednesdays of the month at 6pm which is in direct conflict with the regular City Council meetings.

The District continues to utilize a paid media consultant and paid ads in the Ukiah Daily Journal, Hometown Shopper and social media to justify the continued legal action against the City. The ads contain false, partial and manipulated information.

The City's Finance Director again reported on the impacts litigation has on the refinancing of the wastewater treatment plant bonds. A current review by Director Buffalo demonstrates that refinancing would not be feasible given the litigation in that the rates would not be advantageous due to a diminished rating. In addition, it would be difficult to secure insurance and underwriting given the risk to investors created by the District's litigation efforts.

At the November 1, 2017, City Council meeting, the City Manager again reported that the District continues to

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be unresponsive to the City's request for a joint meeting regarding the Fiscal Year 16-17 budget, 17-18 budget, and the recycled water project.

The City of Ukiah continues to contend that the lawsuit is unnecessary, and is seeking cooperation with the District to settle the dispute outside of litigation. As of the end of September 2017, the Ukiah Valley Sanitation District had spent nearly $4,232,610 in legal fees, with $3,524,988 paid directly to the Law Offices of Duncan James. On a cost-per-utility customer account evaluation, this equates to $1,321 per District customer account.

During this period, litigation activities continued and escalated as the trial date nears with a number of depositions completed and scheduled. Mediation efforts were significantly being displaced by the litigation. The District had not responded directly to the most recent request from the City Council to put the litigation on hold and focus all efforts on mediation (UVSD Litigation Update Box File #25).

The District continued to utilize a paid media consultant and paid ads in the Ukiah Daily Journal, Hometown Shopper and social media to justify the continued legal action against the City. The ads contained false, partial and manipulated information.

At the November 15, 2017, City Council meeting, the City Attorney reported that there was a case management conference at which the court continued the trial date from March 29th to June 22nd while the City and District continue to be engaged in on-going settlement negotiations. The court ordered a mandatory settlement conference to occur not later than January 5th, and continued the case management conference to January 8th, to report to the court on the status.

At the December 6, 2017, City Council meeting, the City staff reported on the then current cost of the litigation (UVSD Litigation Update Box File #26) and efforts to refinance the 2006 Wastewater Bonds. As of the end of November 2017, the Ukiah Valley Sanitation District had spent nearly $4,691,748 in legal fees, with $3,883,170 paid directly to the Law Offices of Duncan James. The City's total cost for defense was $1,102,822. On a cost-per-utility customer account evaluation, this equates to $1,464 per District customer account and $281 per City customer account. Staff also reported the three newly elected UVSD Board Members officially took their seats on December 1.

At the December 20, 2017, City Council meeting, the City Attorney reported that he and the City Manager were in ongoing settlement discussions with the District's legal/staff that include a meeting on the 20th and at least another scheduled for the 21st. In addition, City staff and bond consultants delivered a presentation to the District Board on December 19th at their special meeting on efforts to refinance the 2006 Wastewater Bonds. The same presentation (UVSD Litigation Update Box File #27) was provided to the City Council at their December 20th meeting.

At the January 17, 2018, City Council meeting, the City Manager reported that there are active discussions between the City and District's ad hoc related to mediation. However, litigation activities are also ongoing with costs continuing to mount for both the City and District. It is estimated that just a single half day deposition costs ratepayers in excess of $3000.

At the February 7, 2018, City Council meeting, Staff again reported that there are two tracks of activity that include settlement discussion and litigation. Staff reported that settlement discussions remain active with additional meeting dates planned. Unfortunately, litigation activity is also continuing on a parallel track. The City Attorney reported that the trial date has been moved from June 22 to July 20, 2018.

At the February 21, 2018, City Council meeting, Staff again reported that there are two tracks of activity that include settlement discussions and litigation. Staff reported that settlement discussions remain active and ongoing. However, litigation activity is also continuing on a parallel track.

At the March 7, 2018, City Council meeting, Staff reported that mediation activities remain active including a planned session upcoming on March 14th. Litigation activities were also reported as continuing.

At the March 21, 2018, City Council meeting, Staff reported that mediation activities remain active and a full day meeting with a mediator had taken place on March 14th. Litigation activities were also reported as continuing.

At the April 4, 2018, City Council meeting, Staff reported that mediation efforts and activities continue. Litigation activities were also reported as continuing, with a heavy deposition schedule from the present and on into May. The Depositions are calling for staff, past employees, elected officials, and other interested parties, and are requiring travel to Santa Rosa and Petaluma, and placing encumbrances on staff time and resources.

At the April 18, 2018, City Council meeting, Staff reported that mediation discussions related to potential settlement continue, but at the same time, the litigation activities remain in full swing. Staff said that depositions are scheduled for the remainder of April and May, and will be occurring almost daily. The Public Records Act requests from UVSD are again coming in on a weekly basis. Staff expressed the need for a settlement to end the litigation that is costing the rate payers, the District, and the City a significant amount of money and resources.

At the May 2, 2018, City Council meeting, Staff reported that the litigation continued as previously reported, and clarified - in response to a Ukiah Daily Journal article quoting UVSD's Chair as saying that the litigation represented a "divorce" between the District and the City - that the litigation does not result in a new Participation Agreement. He stated that in order to get to a new agreement, the City and District would still need to work together on a settlement that fosters a new agreement, and that the current litigation is only about money.

At the May 16, 2018, City Council meeting, Staff reported that the litigation's deposition schedule continues to remain intense and impacted, taking considerable resources from the both the City and District at high costs. The City Attorney added that there are still on-going settlement discussions.

At the June 6, 2018, City Council meeting, the City Attorney reported that there has has been simultaneous work to negotiate a settlement of the lawsuit and prepare for a trial, which has had the start date continued to September 26, 2018. He stated that there are two motions currently pending before the court. The first is to bifurcate the trial to try the statutes of limitations issues before trying the merits of the case, in which the hearing that had been set for Friday, June 8th, has now been continued to June 20th. The second pending motion is for a summary judgement, which is scheduled to be heard on June 27th.

At the June 20, 2018, City Council meeting, the City Attorney reported that settlement negotiations and litigation continue. However, the Court issued a ruling on June 19th on the City's motion to bifurcate the statute of limitations from the other parts of the lawsuit, which means that if the case does go to trial, the City will go first and present evidence on the statute of limitations.

At the July 18, 2018, City Council meeting, the City Manager reported that the past month has been slow on the settlement discussions and the litigation has been tremendously impactful, with nothing new to report on either front. The Finance Director, Dan Buffalo, gave an update of the litigation expenditures (UVSD Litigation Update Attachment/Box File #28 - Legal Cost Summary), showing that as of June 30, 2018, the District had expended what appeared to be $5.9 million in attorney's fees and litigation costs, with $4.8 million of that going directly to the Law Office of Duncan James. Comparatively, the City has expended to date nearly $1.7 million in total. The combined total for both agencies comes to $7.6 million expended, which does not account for staffing costs and materials on both the City's side – which is significant - and the District's side. Mr. Buffalo went on to say that the $7.6 million amount also does not include $2.7 million in savings lost for not being able to re-finance the bonds back in January, and he expects that an additional deadline to refinance will suffer the same savings loss. The City Manager added that while the District paid out $334,321 for legal expenses for the month of June;

the City spent approximately $100,000.

Discussion: At the August 1, 2018, City Council meeting, Staff will provide the latest status report on the Ukiah Valley Sanitation District's litigation against the City of Ukiah related to the operation of the sanitary sewer system. The Council may elect to discuss the matter further and, if desired, provide direction to Staff and/or consider any related action(s).

As part of this agenda item, the Council does not intend to consult with legal counsel regarding the litigation itself and does not intend to waive evidentiary privileges for attorney-client communication or attorney work product.

UVSD Litigation Update Box Files located at:

https://cityofukiah.box.com/v/UVSDlitigationUpdates

UVSD Litigation Costs
as of June 30, 2018

Row Labels	Sum of Amount
Legal (2013-Present)	**$ 5,936,927.91**
ARBITRATION & MEDIA	3,560.00
BRELJE & RACE CONSUL	16,542.50
DANIEL CROWLEY	660,977.37
DUNCAN JAMES LAW OFC	4,801,896.64
HOLDER WILLIAM	25,144.00
JAMS INC	10,900.00
SARGEANT KIMBALL	59,275.03
SHARP JOHN	117,275.23
SQUAR MILNER	182,105.50
REDWOOD REPORTING	17,424.68
O'BRIEN AND ASSOCIATES	31,147.00
TERIS	10,679.96
Grand Total	**$ 5,936,927.91**

City of Ukiah
Summary of Litigation Defense Costs
as of June 30, 2018

Inception through 06/30/16		**$ 318,092.92**	(1)
Since 7/1/16	Boutin Jones, Inc.	76,430.04	
	David Rapport	216,003.84	
	Geary, Shea,O'Donnell	1,068,516.53	
	S/T	1,360,950.41	
	Total City litigation defense costs	1,679,043.33	
	Total City costs	**1,679,043.33**	(a)
	Total UVSD litigation costs	**$ 5,936,927.91**	(b)
	Total City and UVSD litigation costs	**$ 7,615,971.24**	(c)

Analysis

UVSD accounts:			
Overlap	1,423	44.41% of total UVSD rate payers	
Non-overlap	1,781	55.59% of total UVSD rate payers	
Total	3,204	(d)	
City accounts	3,923	(e)	
Total accounts	7,127	(f)	
Total cost per each account	**$ 1,068.61**	(c) / ((f)	
Cost per City account	**$ 428.00**	(a) / (e)	
Cost per UVSD account	**$ 1,852.97**	(b) / (d)	

(1) From the summary prepared by D. Rapport.
(2) Summary does not include staff time and materials for either the City of UVSD.
(3) Summary does not include opportunity costs incurred from inability to refinance outstanding sewer bonds, estimated to be in excess of $2.7 million as of June 30, 2018.

Agenda Item No.: 5c

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-293-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approval of the July 18, 2018, Regular Meeting Minutes

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

ATTACHMENTS:

Attachment 1 - Draft Minutes of July 18, 2018

Summary: Council will consider approving the Minutes of July 18, 2018, a Regular Meeting (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of July 18, 2018, a Regular Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: Sage Sangiacomo, City Manager

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
July 18, 2018
~~6:00~~ p.m.
Note: *This meeting was adjourned to 7:30 p.m.*

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1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Regular Meeting on May 16, 2018, having been legally noticed on July 13, 2018. Mayor Doble called the meeting to order at 7:32 p.m. Roll was taken with the following **Councilmembers Present:** Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, Maureen Mulheren, and Kevin Doble. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR DOBLE PRESIDING.

The Pledge of Allegiance was led by Vice Mayor Mulheren.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Receive Presentation on City's Performance Related to Housing Element Goals and Compliance with Senate Bill 35

Presenter: Craig Schlatter, Community Development Director.

Presentation was received.

b. Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System.

Presenters: Sage Sangiacomo, City Manager and Dan Buffalo, Finance Director

Report was received.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the June 6, 2018, City Council Minutes, with Review of Agenda Item 11a Motion.

Presenter: Kristine Lawler, City Clerk

Motion/Second: Crane/Brown to approve Minutes of June 6, 2018, a regular meeting, using version #3:

Motion by Crane, seconded by Scalmanini, to continue the hearing until the City receives a consistency determination from the Mendocino County Airport Land Use Commission (ALUC) pursuant to staff recommendation number 3 in the Agenda Summary Report and the Planning Commission makes a recommendation to the City Council to approve or disapprove the application, after the Commission considers the ALUC determination and any additional

information from staff. The Mayor is authorized and directed to send a letter to the ALUC requesting that it make the consistency determination as soon as possible.

for the motion of Agenda Item 11a. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

b. Approval of the June 11, 2018, Special Meeting Minutes
c. Approval of the June 20, 2018, Regular Meeting Minutes
d. Approval of the June 29, 2018, Special Meeting Minutes

Motion/Second: Brown/Mulheren to approve Minutes of June 11, 2018, a special meeting; June 20, 2018, a regular meeting; and June 29, 2018, a special meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

a. Report of Disbursements for the Month of June 2018 – *Finance.*

b. Adoption of Resolution *(2018-16)* Establishing a Funding Mechanism for the City's Performance as Land Manager in Compliance with the Riparian Corridor Buffer Enhancement Plan and the Declaration of Covenants Regarding Riparian Corridor Buffer Enhancements Related to the Costco Project – *Community Development.*

c. Approve the Purchase of Cisco SMARTnet 5-Year Support Contract *(COU No. 1819-086)* in the Amount of $99,866.81 from PCMG, Inc. – *Information Technology.*

d. Adoption of Resolution *(2018-17)* to Update the City of Ukiah Local Agency Investment Fund (LAIF) "Authorization for Transfer of Funds" Schedule – *Finance.*

e. Adoption of Resolution *(2018-18)* Removing On-Street Parking at Two Locations off of Airport Park Boulevard: End of Cul-de-sac between Walmart and Furniture Design Center; and End of Cul-de-sac between Ken Fowler Auto and Costco – *Public Works.*

f. Authorize City Manager to Negotiate and Execute a Three-Year Multi-Task Engineering Services Agreement *(COU No. 1819-087*) with Power Engineer, Inc. Not to Exceed $350,000 for Engineering, Design and Study Services Related to Electric System Operation, Protection and Safety – *Electric Utility*

g. Approval of Award of Contract *(COU No. 1819-088*) to Sierra Traffic Markings, Inc. for Street Striping in the amount of $55,676.38 – *Public Works.*

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

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

DRAFT

9. COUNCIL REPORTS

Presenter: Councilmember Crane.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager; Tim Eriksen, Public Works Director/City Engineer; and Kristine Lawler, City Clerk.

11. PUBLIC HEARINGS (6:15 PM)

13. NEW BUSINESS

a. Consideration of a Resolution Removing On-Street Parking on the North Side of Washington Avenue between South State Street and South Dora Street.

Presenters: Tim Eriksen, Public Works Director / City Engineer and Ben Kageyama, Senior Civil Engineer.

Public Comment: (unidentified man), Barbara Howe *(speaking as a private citizen)*, Laura Fogg, Albert Stephanie, Roy Krausen, Catherine (a.k.a. Katarzyna) Rolzinski, Mike Cannon, Julie Bawcom, Mary Misseldine, Sean Harmon, Katherine Fengler *(speaking as private citizen),* Ed Hanes, Niel Davis, (titles), John Rarick, Greg Hubbs, and (unidentified woman).

Motion by Councilmember Crane, Seconded by Councilmember Scalmanini to continue this item to a future meeting. Motion **failed** by the following roll call votes: AYES: Scalmanini and Crane. NOES: Brown, Mulheren, and Doble. ABSENT: None. ABSTAIN: None.

Motion/Second: Mulheren/Brown to adopt resolution *(2018-19)* removing on-street parking on the north side of Washington Avenue between South State Street and South Dora Street Motion **carried** by the following roll call votes: AYES: Brown, Mulheren, and Doble. NOES: Scalmanini and Crane. ABSENT: None. ABSTAIN: None.

RECESS: 9:29 - 9:38 P.M.

12. UNFINISHED BUSINESS

a. Consideration of Approval of Change Order #5 to Ghilotti Construction Company in the Amount of $3,104,146.99 for the Oak Manor Utility Improvement Project and Approval of Corresponding Budget Amendment.

Presenters: Tim Eriksen, Public Works Director / City Engineer and Jarod Thiele, Public Works Management Analyst.

Motion/Second: Crane/Scalmanini to approve Change Order #5 *(COU No. 1718-138-CO5)* to Ghilotti Construction Company in the amount of $3,104,146.99 for the Oak Manor Utility Improvement Project and approval of corresponding budget amendment, and directs staff to initiate discussions with the Ukiah Valley Sanitation District regarding this project. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

13. NEW BUSINESS, Continued

b. Consideration of (1) Adoption of Resolution Authorizing the City of Ukiah to Submit an Application to the California State Department of Housing and Community Development for Funding under the HOME Investment Partnerships Program and, if Selected, Providing Authorization to the City Manager to Execute a Standard Agreement, Any Amendments Thereto, and Any Related Documents Necessary to Participate in the HOME Investment Partnerships Program; and (2) Approving Corresponding Budget Revenue and Expense Amendments, if Awarded.

Presenter: Craig Schlatter, Community Development Director.

DRAFT

Motion/Second: Crane/Brown to adopt resolution *(2018-20)* authorizing the City of Ukiah to submit an application to the California State Department of Housing and Community Development for funding under the HOME Investment Partnerships Program, and if selected, authorize the City Manager to execute a Standard Agreement *(COU No. 1819-089),* any amendments thereto, and any related documents necessary to participate in the HOME Investment Partnerships Program; and approve corresponding budget revenue and expense amendments, if the application is awarded. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

c. Receive Report of Boards and Commission Term Expirations and Vacancies, and Consider Possible Adoption of Resolution Reappointing Eric Crane to the Airport Commission.

Presenter: Kristine Lawler, City Clerk.

Motion/Second: Brown/Scalmanini to accept the nomination and adopt the resolution *(2018-21)* reappointing Eric Crane to the City Residency position on the Airport Commission. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: Crane.

d. Receive Updates on City Council Committee and Ad Hoc Assignments.

Presenter: Mayor Doble

14. CLOSED SESSION

a. 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*

b. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))
Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Sonoma County Superior Court, Case No. SCV 256737 (UVSD)

c. Conference with Labor Negotiator
(Government Code Section 54957.6)
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units

No Closed Session was held.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 10:00 p.m.

_____
Kristine Lawler, City Clerk

DRAFT

Agenda Item No.: 7a

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-430-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approval of Award of Contract to West Company for Implementation of Community Development Block Grant (CDBG) Microenterprise Technical Assistance Services Program in the Amount of up to $232,558.

DEPARTMENT: Community Development **PREPARED BY:** Craig Schlatter

ATTACHMENTS:

Attachment 1- Ukiah CDBG Proposal No 16-CDBG-11147 FINAL

Attachment 2- HCD Approval of Procurement

Attachment 3- Ukiah CDBG Proposal No 16-CDBG-11147 FINAL Alt 8_1_18

Attachment 4- ProfSvcsAgreement- West Company August 2018

Summary: Council will consider awarding a contract to West Company for implementation of CDBG Microenterprise Technical Assistance services in the amount of up to $232,558.

Background: The Ukiah City Council approved Resolution No. 2016-40 on July 11, 2016, authorizing the submittal of an application to the California Department of Housing and Community Development (HCD) for Community Development Block Grant (CDBG) funding to support a variety of activities. The City was awarded a $500,000 CDBG grant for two activities: a $232,558 Business Assistance loan program and a $232,558 Microenterprise Technical Assistance services program. A standard agreement, #16-CDBG-11147, was then executed on January 10, 2017, for the implementation of these two activities ($34,884 is for the City's general

RECOMMENDED ACTION: Approve award of contract to West Company for implementation of the Community Development Block Grant (CDBG) Microenterprise Technical Assistance Services Program in the amount of up to $232,558.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: $232,558 (revenue only) - 61100000.43305

PROPOSED BUDGET AMOUNT: $232,558 (expense) - 61123410.52100

FINANCING SOURCE: CDBG

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager

Approved: Sage Sangiacomo, City Manager

administration of the grant). Staff submitted program documents towards the clearance of CDBG grant "General Conditions" on July 18, 2017, and on August 7, 2017, received notification from HCD that the City had cleared General Conditions requirements and was authorized to incur costs and draw down CDBG Program Income/Grant funds.

Discussion: CDBG microenterprise technical assistance services consist of business assessment, preparation of business plans, management development, marketing, cash flow, customer service, competitive analysis, credit repair, preparation for financing, and recordkeeping, all towards the start-up of microenterprises. Defined by the CDBG program as "a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise," microenterprises range in type and capacity and represent a range of service providers and retail businesses. Some microenterprise businesses are operated part-time, by owners who use the extra income to supplement wage and salary employment.

A Request for Proposals (RFP) was issued by the City for implementation of the microenterprise technical assistance services program on November 10, 2017. One proposal was received from the West Company (Attachment 1). When only one proposal is received in response to an RFP for CDBG program services, it is required that HCD approve the procurement process and proposal. However, due to recent staffing changes at HCD, plus changes to HCD's procurement and related CDBG requirements, after two months of analysis HCD determined that the City needed to conduct a second procurement. The City issued a second RFP on March 5, 2018, and again one firm, West Company, responded. After four months of analysis, HCD finally issued its approval of the City's procurement process on July 13, 2018 (Attachment 2).

Due to the time the State spent reviewing the two procurement requests and the grant expenditure deadline of October 25, 2019, West Company has revised its microenterprise technical assistance services timeline to be reflective of the shortened implementation period. The revised timeline is included on page 12 of the amended proposal (Attachment 3).

Regarding the budget amendment request, a revenue item was included in the City's FY 2018-19 budget but a corresponding expense item was not included. Because the CDBG grant is reimbursement-based, the expenses must exactly match the revenues. Therefore, a budget amendment is requested to add an expense for contracted services. This is also the not to exceed amount of the proposed contract with West Company- $232,558. Staff requests Council's approval of the contract (Attachment 4) and corresponding budget amendment.

Proposal for the Administration of the Microenterprise Assistance Services for the City of Ukiah, CA

Submitted by
West Enterprise Center Inc., dba West Company

Contact:
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1. Firm Description and Contact Information

West Enterprise Center, Inc. dba West Company, a nonprofit with a focus on providing entrepreneurship education, financial literacy, access to capital and strategic marketing knowledge for business owners throughout Mendocino County, CA. We serve our clients through confidential, customized one-on-one business consulting and training and workshops. We provide microenterprise technical assistance to build economic resiliency and reduce poverty, which enables communities to thrive. We define microenterprise as a business with five or fewer employees. For over 30 years we have served Mendocino County aware that often when a new client walks through the door of West Company for the first time he/she is taking a significant step in fulfilling a dream. It is an honor and a humbling experience to work with clients to assist in making that dream a successful reality and contributing to the economic growth of our community.

We currently have two full-time employees and one part-time employee. We provide services to Mendocino County with offices in Fort Bragg and Ukiah. Our recent move to a new location in downtown Ukiah was to be strategically positioned in a location that has easy access for residents and business owners in the City of Ukiah. The office is designed to take advantage of a variety of learning styles from 1:1 counseling to in-person workshop to online webinar training. The offices provide accessibility to persons with disabilities and located in an area easily accessible to Ukiah-based low- and moderate-income participants, so that the cost of transportation is minimized. Each office has one direct service provider and one program development staff person. We have contracts with six business advisors with specialties in advanced business experience. Through our funders, the Small Business Development Center (SBDC) and the Women's Business Center (WBC), we are able to access additional specialists who may not be readily available in the county. The Executive Director provides the supervision for employees and contractors, and also provides direct services to clients. As a company, we provide services to a continuum of clients from the aspiring entrepreneur, to the early stage business owner, to the established business owner with the goal to expand or sell. All of our services and the $456,000 annual budget support our mission to assist microbusinesses with growth, self-sufficiency for business owners, and economic development in Mendocino County.

One of the most important groups we serve are the low to moderate income (LMI) individuals aspiring to established business ownership. Our service is supported by funding from the County of Mendocino and Fort Bragg Community Development Block Grant. We have actively delivered training/workshop and technical assistance with the Microenterprise Technical Assistance (META) grants since 1993. West Company provides assistance with planning for a business, accessing capital, financial models of the business, technology integration and digital marketing strategies. West Company also provides additional advising to LMI entrepreneurs that suffer from bad credit, personal financial issues, time management issues, and lack of business skills.

West Company continues to be a leader in the microenterprise industry as a Member of California Association of MicroEnterprise Opportunity (CAMEO) and the Association of Women's Business Centers and is a founder of both the national and state wide industry associations, Association of Enterprise Opportunity (AEO) and CAMEO in the early 1990's. In addition, West Company hosts the Mendocino Women's Business Center (WBC) whose mission is to serve disadvantaged women and female entrepreneurs. West Company also hosts the Mendocino Small Business Development Center (SBDC) whose mission is to serve existing businesses with expansion and stabilization plans. Both of these Small

Business Administration (SBA) programs allow us to offer services to businesses that do not meet the income requirements of the Community Development Block Grant program, giving us flexibility in meeting the holistic needs of our local business community.

In 1992, we incorporated as a 501(c)(3) and changed our name from the acronym WEST Company (**W**omen's **E**conomic **S**elf-Sufficiency **T**raining Company) to West Company. The name change signaled our continuation to serve women and opening of our services to men.

All services for this contract will be provided at our satellite Ukiah office located at 185 E. Church St. central to the downtown Ukiah business district and conveniently near public transportation. The new office has an open flexible floor plan allowing for workshops of varying capacity and private consulting rooms for 1:1 business advising to individuals that meet the eligibility requirements of the contract. We have 2 full time staff advisers serving the Ukiah area on site.

Our rates are posted by task in our cost proposal.

For more information and details on West Company contact:
Mary Anne Petrillo
Chief Executive Officer
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Mobile: 510 504 3284
Email: maryanne@westcompany.org

2. Key Personnel Qualifications

Staff

Mary Anne Petrillo, CEO of West Company
Ms. Petrillo was hired in January 2017 to build capacity and deliver new programs including training/workshop and business advising to meet the needs of the new economy. She came to this position with decades of management experience and business ownership. Petrillo's resume includes over 25 years of strategic marketing and communication experience in the education and the high-tech sector. She began her career as an entrepreneur running her own communications agency in downtown San Francisco, serving clients in the financial, healthcare and construction industries. She was an early adopter of technology and advocated for its use as a learning tool within the public education system. Later she became a Director of Marketing for several national education technology companies, including Scientific Learning, Kaplan K12, Achieva.com, and The Learning Company. Prior to this appointment, Petrillo worked for nine years in corporate social responsibility as the digital strategy lead for Cisco in San Jose. Her work there centered on creative ways to stimulate dialogue on how innovative technologies are being used by non-profits to address some of today's most difficult social challenges. In her role at West Company she advocates for rural small businesses to have equal opportunities to unlock their innovation and growth potential. With her global perspective in marketing and

communications she has introduced creative ways to engage small businesses on tactics to be better prepared to thrive in the new economy.

Jo Williams, Administrative Assistant
Jo has been an administrative coordinator at West Company since April 2017. Over that time she has been diligent in processing and reviewing over 200 CDBG Self-Certifications, as well as compiling and maintaining client files to ensure adherence to CDBG program guidelines. From the corporate world to teaching at the elementary school level to running a non-profit organization, Jo has allowed her many interests to be expressed throughout her career. Pursuing an education, she earned an M.A. in Education and taught at the elementary school level. She moved on to work with the Sacramento County Office of Education as a curriculum writer, workshop facilitator and presenter. Pursuing an interest in assisting individuals nearing end of life, Jo became a certified massage therapist specializing in working with several hospices in Sacramento. She founded and ran a non-profit organization providing support to those with chronic and terminal illness.

Steve Lamb, Client Services Manager
Steve Lamb is the Client Services manager for West Company. He brings over 20 years' experience in management and operations in the telecommunications industry. Steve works in the Ukiah office and is knowledgeable with most of the business owners in the downtown district of the 90 LMI clients currently registered in the West Company database Steve has worked advising 90% of that client base. Steve's particular areas of expertise include strategic and tactical planning, cost of goods analysis, budgeting and Human Resource management, and creating and maintaining positive relationships with governmental and regulatory agencies. Steve also excels in helping businesses maximize employee productivity and maintaining high employee morale, managing high risk employees, and developing supervisors and managers.

Kevin Williams, Client Services Manager
Mr. Williams has over 25 years of leadership experience in Fortune 100 companies. He has a diverse background in the telecommunications field and in the cable television industry. As a founder and managing partner of FutureDecisions LLC he spent 9 years working primarily with non-profit organizations, government agencies and the private sector consulting on career planning, workforce succession planning, strategic planning, generational challenges, human resources and leadership coaching. His last corporate position was that of Vice President of Customer Service in the cable industry. He holds a Master's degree in Organizational Development and Human Resources. At the West Company his areas of expertise include human resources, operational issues, and marketing and general business dynamics. He brings a wealth of knowledge to the position founded in his years in large corporations and running his own successful business.

<u>Specialty Consultants</u>

Nancy Banker, Financial Consultant
Nancy S. Banker joined the West Company as a contract consultant in 2009. Since then she has advised more than 135 West Company clients. Nancy has over 35 years of experience in multiple markets including small rural business development and operations, software as a service, healthcare and

educational research and development. She currently devotes her time to mentoring and assisting rural small businesses to thrive, overcome financial obstacles and succeed in a difficult economic and climate. Ms. Banker has helped small businesses overcome difficulties; buy, sell or expand a business; secure financing; improve operations; manage partnership relations; recruit and manage employees; and negotiate difficult situations.

Donna Montag, Financial Analysis Consultant
Donna Montag joined West Company as a contract consultant in 2012 and specializes in management accounting. Donna has over 20 years of experience doing senior accounting work and is a certified management accountant with both broad and deep experiences in the analysis of financial statements and in computer systems. Donna can assist business owners in evaluating bookkeeping systems and bookkeepers, and in determining what individuals can and cannot do for themselves. She has experience as a "fixer" who can go into a complicated situation, clean up a mess, and get the business back on track. She is also skilled at helping business owners streamline and improve the efficiency of their financial systems. She excels at helping local businesses improve their business models.

Steve O'Mara, Business Development & Marketing Consultant
Stephen "SteveO" O'Mara is the owner of O'Mara & Company Consulting which provides development and training resources for individuals, agencies, organizations, and entities seeking feasibility research, planning, training, and support for business and work-readiness interests and activities. He has been working with West Company microenterprise clients in inland Mendocino County since 2002. SteveO's primary service location is Ukiah. He has assisted clients in a myriad of business sectors including business valuation, retail, wholesale, light manufacturing, service, and community service. SteveO is developer and instructor for West Company's Business Basics workshop. SteveO also teaches Business courses at Mendocino Community College and provides training and curriculum for job seekers at MPIC, Inc., one of West Company's economic development partners in Mendocino County.

Megan Goodall, Bookkeeping and accounting
As the founder and President of Bastion Bookkeeping, Megan brings a fresh approach to helping clients understand the importance of tracking finances. She is a certified bookkeeper, profit first analyst, Quickbooks Online ProAdvisor, Certified Xero Partner, and a specialist in financial analysis. With extensive education and training in both applied behavior analysis and bookkeeping, she utilizes the best, most efficient, time saving and money saving strategies in today's market resulting in thriving business performance, business growth, and increased profitability for clients she works with.

Joyce Perlman, Brand identity Consultant
Joyce Perlman is an accomplished Design Producer with over 20 years of experience directing user interface design and visual communication projects for leading technology companies, including Adobe, Amazon, Apple, Electronic Arts, and growing startups. She is proficient at directing creative teams tasked with executing strategy, design, user experience and programming for marketing communications projects, mobile and online. Joyce is working with West Company clients on Branding, Marketing and Design Strategy. She has developed a methodology for working with small businesses to guide them in defining their brand, target market and key messages, focusing on how it is applied to their marketing communication deliverables; identity, collateral, and websites.

Anni Minuzzo, Food and Beverage consultant
Anni has decades of experience advising and coaching food industry entrepreneurs through the product development, licensing and sales and marketing process for specialty foods and beverages. As a longtime adviser working in Napa and Sonoma with the small business development centers, Anni has joined West Company as our newest specialty advisor.

Cynthia Lamon, Patent Agent
Cynthia Lamon is a versatile professional with more than 17 years of experience in intellectual property specializing in patent drafting, searching and prosecution on a global scale. She is a registered patent Agent with the United States Patent and Trademark Office with expertise in telecommunications, electrical, computer/software, and Biotech (Green Industrial Friendly), as well as comprehensive understanding of new AIA laws and new patentability determination procedures.

3. Relevant Experience

During the time period from the mid 1990's to the present, West Company has managed the Microenterprise Technical Assistance (META) contracts from the California Department of Housing and Community Development (HCD) state agency for Mendocino County, the City of Fort Bragg CDBG grants, City of Ukiah, and Glenn County. While there has been leadership changes in the past year West Company has a well-documented training program for staff and consultants so that they can successfully execute on the delivery of all components of the CDBG META. We have managed as many as four contracts over different, but simultaneous periods of time, with similar but slightly different deliverables. We have operated these with integrity and attention to detail and have resolved any challenge that arose in a timely manner. With each contract we implement what we have learned from prior experiences and the organization has matured into one that is transparent and responsive.

When awarded a new contract, all staff are instructed how to implement the contract. Staff is trained to use our Neoserra database system which enables us to collect the demographic details of each client and track the progression of advancement. Every client attends an orientation process where they complete an HCD self-certification. At the end of each year we provide our CDBG funders an Annual Completion Report that includes direct benefit data by business and by business owner's family. At the completion of the grant, West Company provides a report on Micro TA grant pro-am to submit to the state.

As the host of the Mendocino SBDC and WBC, we annually go through both financial and programmatic reviews for consistency, compliance, and internal controls. We have an external audit prepared by a third party Certified Public Accountant firm. We are currently in good standing and compliance with all of our grantors.

4. CDBG META References

PUBLIC AGENCIES

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5. Scope of Services and Timeline

Tasks Necessary to Accomplish All Activities

West Company has been a CDBG Microenterprise Technical Assistance Program provider since 1993. Many of the tasks described in this proposal are already part of our standard working procedures when working with CDBG META Clients. There are 10 major areas to be completed.

1. *Review, monitor, recommend refinements, and/or otherwise adhere to the City's most recent Microenterprise Technical Assistance Services Program Guidelines and Program Income Reuse Agreement.*

   As we have experience since 1993 with executing Microenterprise Technical Assistance (META), for the City of Fort Bragg and the County of Mendocino, we have protocols in place that follow the guidelines determined by the State Department of Housing and Community Development (HCD). For the City of Ukiah, we will implement and monitor the guidelines for the META Program by first reviewing with staff and then designing or refining protocols, as appropriate. META will be provided only to participants eligible that either reside in City of Ukiah jurisdictional boundaries or have a business within the jurisdictional boundaries.

   West Company's standard practice is to ask participants to complete an online application that includes basic contact information and demographics. We meet face-to-face so participants may learn more about our program and self-certify to determine that the family is low or moderate income (LMI). We mark their record in Neoserra, our database, as LMI. Case notes and other activities are recorded under their record. We maintain Technical Assistance files that document the

participant's engagement and progress. The database records can be queried to create reports. As a regular course of business, we document our progress in fulfilling our commitments to funders on a monthly basis. We call this report Target Summaries. This report is reviewed by management and adjustments are made to our marketing to reach our goals and commitments.

2. *Provide program outreach, networking and marketing as needed to identify, contact and attract prospective eligible microenterprises and micro-entrepreneurs.*

A marketing plan will be produced at the successful receipt of a contract to provide services. Specific tasks will be assigned to staff/consultants to carry out. We will provide a robust outreach program which includes communication in all digital media outlets including Facebook, Twitter, LinkedIn and starting in January 2018, Instagram. Additionally, our Standard Operating Procedure for all outreach include our website, the Ukiah Chamber of Commerce, the Ukiah Main Street Program and the Ukiah Saturday Afternoon Club. We co-host a bimonthly radio program on the Mendocino economy with KZYX community radio called *Mendocino Works.* We publish postcards, flyers, newsletters, articles, and news releases about our services and the success of clients who have received Microenterprise Technical Assistance from us.

Our in person networking includes attending and presenting to local economic development providers, business leaders, city and county staff, Mendocino college, workforce development providers, chamber of commerce, Hispanic and Native American tribal leaders. We have also initiated direct mail programs to business license holders' physical address and city residents in cooperation with the City of Fort Bragg's mailers. Our marketing technology tools include Constant Contact, Eventbrite, Survey Monkey, and Smart Sheets.

3. *Perform income screening and collection of demographic and other required data of applicants to determine eligibility and to comply with grant reporting requirements, utilizing appropriate income certification methods per CDBG regulations depending upon services to be utilized by clients.*

Each new client that comes to West Company goes through an orientation and screening process with a qualified business adviser. This allows us to capture required data that complies with CDBG regulations. Our forms, contracts, checklists, procedures, and agreements are designed to be useful for required reporting to program administration by the program operator. In addition, each document is fully reviewed with our client so they understand the purpose of the data collection. Upon contract award we will seek out Ukiah City's recommendation of any adjustment, as needed, to mentioned documents.

4. *Perform CDBG-compliant Self-Certification or Part V Income Certification per the most recent HUD/HCD guidance as appropriate and perform other program eligibility reviews per City Program Guidelines and CDBG regulations. All income certifications approved by the Program Operator must be presented for City review.*

West Company uses the current Self-Certification form designed by HCD to determine eligibility and income screening. It follows the requirements set forth by CDBG/HUD/HCD regulations and collection of demographics and other data about applicants. In addition, we will add a few key questions to collect demographic information required for the annual report. Part 5 is generally not used in the

META program but is applied to those seeking financial assistance. This response does not cover financial assistance. If it becomes required West Company will complete this process.
Copies of the self-certification forms for ongoing monitoring will be submitted with monthly invoices. We will be responsive to requests for additional data collection or, adjustments to the monthly monitoring report within 10 to 15 business days after notification of the request. We currently have 78 Ukiah CDBG certified participants in our system.

5. *Provide needs assessment and identify strategies for provision of service; provide referrals for business support and technical assistance when appropriate, and provide direct business support and technical assistance to eligible microenterprises and micro-entrepreneurs.*

The program participants with whom we work are eligible microenterprises and micro-entrepreneurs. For these program participants, West Company performs a needs assessment, identifies and creates a plan for the services we provide, and gives the referrals for business support and technical assistance, when services are needed that we do not provide. On an on-going basis, we provide business support and technical assistance to program participants.

6. *Utilize a program-tracking/evaluation system to provide client demographic statistics and evaluation data about services provided (number of clients served, number of business plans developed, etc.) as well as outcomes (number of jobs created, number of businesses formed, etc.) and provide reports to City as necessary for grant reporting and program monitoring.*

West Company uses a program-tracking and evaluation system called Neo Serra. It is a data base in which staff, consultants and clients can input relevant data. This data base enables West Company to collect demographics, milestones such as business plans, loan applications and economic impact such as jobs created, businesses started and value of loans made. We also collect details of our trainings and workshops including sign in sheets and curriculum.

7. *Coordinate with City staff to ensure timely submittal of all data, reports and cash requests associated with the program.*

Our client database file system (Neoserra) collects required data and support documentation that appropriately identifies Technical Assistance applications and activities. This information is documented after each interaction with our clients to ensure that data compiled is relevant and current. At any time requests may be made by the City of Ukiah to West Company on particular clients or training / workshop. Each month our invoicing includes clients served, tasks performed and hours used.

8. *Prepare for and attend grant monitoring visits as necessary.*

West Company has experience planning for and attending grant monitoring visits, as necessary. We will coordinate with City staff to submit all data, reports, and cash requests in a timely way.

9. *Provide other needed support and technical assistance to ensure accomplishment of the City's microenterprise program.*

We strive to ensure that our client's long term goals are looked at holistically. To that end we have staff advisers knowledgeable in all general aspects of business development providing technical assistance which is foundational to business growth. Staff is supported by business advisers who are specialist in a variety of areas that may be needed by clients along their journey. These specialist may include some of the following fields: marketing, financial, technology, and hospitality. Success in business development is success in Ukiah City's microenterprise program.

10. *Indicate the location where services will be provided. With the exception of web-based remote trainings, all services should be provided in a location accessible to persons with disabilities. Services should also be provided in a location easily accessible to Ukiah-based low- and moderate-income participants, so that the cost of transportation is minimized.*

All services provided through this contract will be held through our satellite Ukiah office located in the downtown Ukiah business district at 185 E. Church St. This new office has an open flexible floor plan with 1270 square feet of space allowing for workshops of varying capacities. The space has been fully wired with high speed internet and smart TV technology to allow clients to utilize technology as needed for online learning and multi-media presentations. We also provide private consulting rooms for 1:1 confidential business advising to individuals that meet the eligibility requirements of this contract.

City of Ukiah CDBG TIMELINE

	Q1	Q2	Q3	Q4	Q1	Q2	Q3
	Jan-Mar 2018	**Apr-June 2018**	**July - Sept 2018**	**Oct - Dec 2018**	**Jan-Mar 2019**	**Apr-June 2019**	**July - Sept 2019**
Ascertain readiness/New Client intake	0	5	15	20	20	20	10
Counseling	409 Hours						
Service Plans/SOW		10	25	25	35	20	10
Workshops/Trainings	0	2	1	2	2	2	1
Specialized Group Facilitations	0	1	2	3	3	1	
Reports		X	X	X	X	X	X
Marketing Plan		X					

6. Insurance

West Company will comply with the specified insurance requirements. Upon successful award of this contract West Company will provide a certificate of insurance within 15 days of receipt of signed contract.

7. Lawsuits

There are no current lawsuits against West Enterprise Center DBA West Company

8. Budget and Task Matrix

Microenterprise Assistance Task Matrix

West Company will complete all of the tasks outlined in the City of Ukiah RFP task matrix (see Attachment C - Exhibit 7). For purposes of this proposal, the task list has been grouped by owner of task which we have defined as follows:

Direct Program Administration includes but not limited to:

- Generate Fiscal / Performance Reports – Fiscal reports are generated monthly based on activity recorded in Neoserra database and West Company QuickBooks. Any other request for fiscal reports can be provided within 15 business days. Performance reports required annually and semi-annually can be generated within 20 business days
- Coordinate grant activities with Program Operator and Grantee – We will stay in touch with the City of Ukiah contact to determine when coordination is needed.
- Prepare and submit cost allocation plan as needed – We will determine how to complete this based on the request.
- Attend HCD Workshops – We will participate in HCD workshops and budget for lodging, ground transportation and meals in the annually approved West Company budget.

Outreach Development includes but not limited to:

- Creation of a strategic marketing plan to engage eligible entrepreneurs to our programs
- Regular creation of relevant content for all digital media outlets including Facebook, Twitter, and Instagram.
- Development of a landing page for outreach promotion of our workshop trainings and networking salons. Engagement and development of the use of a variety of broadcasting tools including radio and video production
- Collateral development of postcards, flyers, newsletters, articles, and news releases about our services and the success of clients who have received Microenterprise Technical Assistance.
- Lectures and presentations to in-person networking organizations including but not limited to Rotary clubs, Women in Business Networks, Chamber of Commerce, City and County staff meetings, Mendocino College, workforce development providers, Hispanic and Native American tribal organizations.
- Upon contract award we will seek to co create direct mail campaigns with the City of Ukiah to attract CDBG compliant business license holders' and city residents in the city's mailers.

MicroEnterprise Technical Assistance includes but not limited to:

Ascertain Readiness/Creation of Service Plan (SOW). The initial meeting with a client investigates their general readiness to begin to work on their business growth. Staff reviews backgrounds and researches the areas to be focused on during a given scope of work (SOW). Each SOW has on average a 10-hour

contract period to complete a task. During the first meeting with a newly enrolled participant, the counselor starts a business feasibility or business financial model review to determine the content for the service plan. In the case of an aspiring micro entrepreneurs, it is often to write a business plan. Existing business owners' service plans vary based on the interview and assessment.

One-on-one consulting during the contract period. Consulting is offered on a continuous basis. One-on-one consulting will advise clients in business feasibility, business planning, business management, financial management, profit and cash flow planning, marketing strategy development, and technology enhancement. One-on-one consulting also will include assisting program participants with website development planning and on-line selling fundamentals. Counseling sessions with eligible, enrolled participants comprise both the face time and preparation time needed to address the agreed upon goals. In the course of these sessions, barriers are identified which we may be able to offer a support service to address or a referral for services in the community. We have a 24 hour cancellation policy. In the event that the client does not show for scheduled counseling 50% of fee is invoiced.

Business Training / Workshops designed for a one to many experience. Two or more eligible microenterprises and micro-entrepreneurs can attend any of our offerings through the contract period. Example of the training / workshop follows:

Business Basics: Turning Ideas into Action
A robust 90 min overview of all the basics to start a business and keep an entrepreneur in business. For the vast majority of entrepreneurs owning their business provides them with the ability to put their ideas into action, build community and gives them the freedom to choose their own path. This workshop provides start-up guidance, and a general overview of elements to consider when starting *and owning* a business. Topics Include: Business Licensing Requirements • Business Taxes • Legal Form of Organization • Components of a Business Plan • Financial Readiness • Business Loans • Marketing (This spring available in Spanish)

Improve Your Social Profile and Expand Local SEO
A strong social profile is a great asset for building your online presence. It expands your reach, improves customer retention and amplifies your promotional content. But it can also be great for capturing more local search visibility for your business brand. This workshop will teach you some of the most important things a small business can do to improve its local Search Engine Optimization (SEO).

Digital Tools You Need to Grow Your Business, Right Now!
There is a massive library of free online productivity tools and software available to the business owner in today's digital economy. But, understanding and applying the right tools for your business needs is the hard part.

Financial Systems That Support Your Goals
Business owners often think about money. Yet many are not planning for what to do when they have more of it. This workshop provides four key elements of a financial management system that will give a business owner the information necessary to grow,understand how to apply this information to day to day decisions and what it tells you about the future of your company.

Where Do I Start with Social Media and How Can It Help My Business Grow?
Social media will continue to be the key strategic tool used by most business to attract customers and drive loyalty. The algorithms for these channels is constantly evolving. We want our business owners to be knowledgeable of current trends and ways to attract new business so the start on the right path with Social Media marketing.

QuickBooks Know How– This workshop series focuses on teaching both startups and more established business entrepreneurs QuickBooks accounting software, in order to help them work more efficiently through attaining a better insight on their business performance.

Specialized Group Facilitation includes but not limited to:

West Company is providing new services to microenterprises and micro-entrepreneurs to keep up with new strategies used by industry experts to help grow their business. In addition we will provide vision and goal setting to new entrepreneurs wishing to build their business in the City of Ukiah but are at the early stages of development. We will provide these types of services to eligible program participants through peer to peer networking and online webinars and traditional in-house workshops.

A sample of special interests follows:

Valuing Yourself - Valuing Your Business - Understand the 3 biggest leaks in business and how to fix them: 1. Under-earning, 2. Over-delivering, 3. Under-valuing. Networking with fellow entrepreneurs and learn how to: · Stop the leaks in your business · Create strong boundaries · Increase your value to your clients · immediately increase money-making opportunities · Create, plan, and reach your money goal.

Profit Mastery – The Profit Mastery program focuses on businesses that either manufacture or re-sell products, including food businesses and retail outlets that are already in business and want to grow and expand. Many business owners in Ukiah struggle with managing the financial aspects of their businesses. Profit Mastery is a 16-hour intensive program that provides key financial management tools that allow business owners to improve the efficiency of their business, increase profits, and manage debt. On-going consulting and technical support will be provided to assist business owners through implementation.

Tuesdays with TED
TED is commonly known as a video channel devoted to spreading ideas, usually in the form of short, powerful talks on Technology, Entertainment and Design. It has grown to cover almost all topics — from science to business to global issues. We will create a networking opportunity by forming a salon that allows eligible micro entrepreneurs to meet, view TED lectures and then discuss timely topics that may influence their business trajectory.

Is Your Business a Force For Good? Become a Certified B Corp to Build a Better Business-

Did you know that 73% of consumers care about the company's sustainability goals, not just the product, when they consider purchasing? In today's economy, can a for-profit business owner put into action their social and environmental beliefs while improving the bottom line?

Common-Sense Online Security for Small Businesses - As our digital connectivity to people, places and things continues to grow, we must all learn new ways to be safe online. It's the equivalent of learning to buckle your seat belt when you get into your car, and not send text messages while driving. Despite all the frightening terms used (hacking, phishing, etc.), common sense and a little bit of training/workshop can go a long way towards making your business more secure. This workshop will teach you the basics on protecting your data and personal files.

Task Matrix for City of Ukiah CDBG META

Administration Hourly rate $ 65
Generate Fiscal/Performance Reports
Compile/maintain grant Public Information files
Compile/maintain client files (separate TA/SS/FA)
Collect and track eligible, enrolled participant data
Prepare and submit cost allocation plan as needed
Create database to match participant data collection
Determine indicators for tracking
Gather baseline data on potential participants
Field calls from potential participants
Set up courses and schedules for eligible, enrolled participants
Field calls from enrolled, eligible participants
Coordinate grant activities with Program Operator and grantee

Executive Administration Hourly rate $120
Report on program outcomes
Meet with local economic developers to solicit referrals
Report on progress to Grantee and local governing body
Monitor achievement of goals
Oversee program implementation and activities
Evaluate program effectiveness

Marketing Development Hourly Rate $ 120
Coordinate course offerings with community colleges and other providers
Create and distribute program flyers and newsletters
Write press releases and market Microenterprise services
Create and update the program website

Business Consultants Hourly rate $160
Determine business size and eligibility as a Microenterprise
META - Income screen for TIG status to establish eligibility
Ascertain readiness of potential participants
Ascertain readiness in eligible, enrolled participants

Create service plan for eligible, enrolled participant
Assist in preparing business plan and marketing strategy
Meetings/counsel sessions with eligible, enrolled participants
Gather baseline data on eligible, enrolled participants
Guide enrolled participants in resolving business issues

Specialty trainer $250 per hour
Conduct courses
Curriculum Development
Class/Training Preparation

Microenterprise Assistance Task Matrix (April 2018-Oct. 2019)			
Direct Program Administration	**Hours**	**Rate**	**Total**
Fiscal / Performance Reports (Monthly)	90	$120.00	$10,800
Compliance Tracking and Monitoring (Monthly)	401	$65.00	$26,065
Outreach Development			
Planning and Content development (Monthly)	207	$120.00	$24,840
Microenterprise Technical Assistance			
1 on 1 consulting during the contract period	409	$160	$65,440
	Per Occurrence	**Rate**	**Total**
Ascertain Readiness	90	$225.00	$20,250
Creation of Service Plan (SOW)	125	$225.00	$28,125
Specialized Group Facilitation	10	$3,200	$32,000
Business Training / Workshops	10	$2,500	$25,000
	Total		**$232,520**

9. Professional Services agreement

West Company has no issues with the City of Ukiah's Exhibit E. We regularly submit anti lobbying, conflict of interest and have a standing practice to all applicable provisions outlined in Attachment E

10. City of Ukiah Grant Agreement

West Company has reviewed Attachment D and E and will comply with The City's CDBG Grant Agreement with the State Department of Housing and Community Development as set forth in the Grant Agreement, Federally required contract provisions for Community Development Block Grant (CDBG)-Aided Consultant Contracts.

11. Signed Proposal

See Below

March 23, 2018

Mary Horger
Procurement Manager
City of Ukiah
Email: mhorger@cityofukiah.com

Re: CDBG META Grant: #16-CDBG-11147

As an Officer of West Enterprise Center DBA West Company the attached proposal and its content are true and accurate for the Request for Proposal by the City of Ukiah for CDBG META Grant: #16-CDBG-11147.

Mary Anne Petrillo
Chief Executive Officer
West Company

STATE OF CALIFORNIA -BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY EDMUND G. BROWN J Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
Community Development Block Grant (CDBG) Program
2020 West El Camino Avenue, Suite 400 (95833)
P. O. Box 952054
Sacramento, CA 94252-2054
(855) 333-CDBG
FAX (916) 263-3391
www.hcd.ca.gov

July 13, 2018

Mr. Sage Sangiacomo
City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482-5400

SUBJECT: Grant 16-CDBG-11147, Microenterprise Technical Assistance Program Operator Services – Single Bid Procurement Approval – West Company

Dear Mr. Sangiacomo:

The Department of Housing and Community Development (Department) has received the City of Ukiah's (City) request for a single bid procurement for microenterprise technical assistance program operator services for the City's Microenterprise Assistance program is hereby approved, on behalf of CDBG.

Based on the information provided, the City undertook a reasonable effort of outreach to potential consultants; however, received only one bid from the West Company.

Costs for program implementation and activity delivery may neither be incurred nor funds expended until the City has cleared General/Special Conditions, and received written approval from the Department.

Please submit a copy of the executed Consultant Contract to the Department for our records.

If you have any questions or need any other assistance, please contact Lynne Sekas, CDBG Contract Manager, at (916) 263-2320 or lynne.sekas@hcd.ca.gov.

Sincerely,

Gwyn Reese
CDBG Program Manager

Proposal for the Administration of the Microenterprise Assistance Services for the City of Ukiah, CA

Submitted by
West Enterprise Center Inc., dba West Company

Contact:
Mary Anne Petrillo, CEO
185 E. Church St.
Ukiah, CA
(707) 964-7571
E-mail: maryanne@westcompnay.org

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1. Firm Description and Contact Information

West Enterprise Center, Inc. dba West Company, a nonprofit with a focus on providing entrepreneurship education, financial literacy, access to capital and strategic marketing knowledge for business owners throughout Mendocino County, CA. We serve our clients through confidential, customized one-on-one business consulting and training and workshops. We provide microenterprise technical assistance to build economic resiliency and reduce poverty, which enables communities to thrive. We define microenterprise as a business with five or fewer employees. For over 30 years we have served Mendocino County aware that often when a new client walks through the door of West Company for the first time he/she is taking a significant step in fulfilling a dream. It is an honor and a humbling experience to work with clients to assist in making that dream a successful reality and contributing to the economic growth of our community.

We currently have two full-time employees and one part-time employee. We provide services to Mendocino County with offices in Fort Bragg and Ukiah. Our recent move to a new location in downtown Ukiah was to be strategically positioned in a location that has easy access for residents and business owners in the City of Ukiah. The office is designed to take advantage of a variety of learning styles from 1:1 counseling to in-person workshop to online webinar training. The offices provide accessibility to persons with disabilities and located in an area easily accessible to Ukiah-based low- and moderate-income participants, so that the cost of transportation is minimized. Each office has one direct service provider and one program development staff person. We have contracts with six business advisors with specialties in advanced business experience. Through our funders, the Small Business Development Center (SBDC) and the Women's Business Center (WBC), we are able to access additional specialists who may not be readily available in the county. The Executive Director provides the supervision for employees and contractors, and also provides direct services to clients. As a company, we provide services to a continuum of clients from the aspiring entrepreneur, to the early stage business owner, to the established business owner with the goal to expand or sell. All of our services and the $456,000 annual budget support our mission to assist microbusinesses with growth, self-sufficiency for business owners, and economic development in Mendocino County.

One of the most important groups we serve are the low to moderate income (LMI) individuals aspiring to established business ownership. Our service is supported by funding from the County of Mendocino and Fort Bragg Community Development Block Grant. We have actively delivered training/workshop and technical assistance with the Microenterprise Technical Assistance (META) grants since 1993. West Company provides assistance with planning for a business, accessing capital, financial models of the business, technology integration and digital marketing strategies. West Company also provides additional advising to LMI entrepreneurs that suffer from bad credit, personal financial issues, time management issues, and lack of business skills.

West Company continues to be a leader in the microenterprise industry as a Member of California Association of MicroEnterprise Opportunity (CAMEO) and the Association of Women's Business Centers and is a founder of both the national and state wide industry associations, Association of Enterprise Opportunity (AEO) and CAMEO in the early 1990's. In addition, West Company hosts the Mendocino Women's Business Center (WBC) whose mission is to serve disadvantaged women and female entrepreneurs. West Company also hosts the Mendocino Small Business Development Center (SBDC) whose mission is to serve existing businesses with expansion and stabilization plans. Both of these Small

Business Administration (SBA) programs allow us to offer services to businesses that do not meet the income requirements of the Community Development Block Grant program, giving us flexibility in meeting the holistic needs of our local business community.

In 1992, we incorporated as a 501(c)(3) and changed our name from the acronym WEST Company (**W**omen's **E**conomic **S**elf-Sufficiency **T**raining Company) to West Company. The name change signaled our continuation to serve women and opening of our services to men.

All services for this contract will be provided at our satellite Ukiah office located at 185 E. Church St. central to the downtown Ukiah business district and conveniently near public transportation. The new office has an open flexible floor plan allowing for workshops of varying capacity and private consulting rooms for 1:1 business advising to individuals that meet the eligibility requirements of the contract. We have 2 full time staff advisers serving the Ukiah area on site.

Our rates are posted by task in our cost proposal.

For more information and details on West Company contact:
Mary Anne Petrillo
Chief Executive Officer
Office: 707 964 7571
Mobile: 510 504 3284
Email: maryanne@westcompany.org

2. Key Personnel Qualifications

Staff

Mary Anne Petrillo, CEO of West Company
Ms. Petrillo was hired in January 2017 to build capacity and deliver new programs including training/workshop and business advising to meet the needs of the new economy. She came to this position with decades of management experience and business ownership. Petrillo's resume includes over 25 years of strategic marketing and communication experience in the education and the high-tech sector. She began her career as an entrepreneur running her own communications agency in downtown San Francisco, serving clients in the financial, healthcare and construction industries. She was an early adopter of technology and advocated for its use as a learning tool within the public education system. Later she became a Director of Marketing for several national education technology companies, including Scientific Learning, Kaplan K12, Achieva.com, and The Learning Company. Prior to this appointment, Petrillo worked for nine years in corporate social responsibility as the digital strategy lead for Cisco in San Jose. Her work there centered on creative ways to stimulate dialogue on how innovative technologies are being used by non-profits to address some of today's most difficult social challenges. In her role at West Company she advocates for rural small businesses to have equal opportunities to unlock their innovation and growth potential. With her global perspective in marketing and

communications she has introduced creative ways to engage small businesses on tactics to be better prepared to thrive in the new economy.

Jo Williams, Administrative Assistant
Jo has been an administrative coordinator at West Company since April 2017. Over that time she has been diligent in processing and reviewing over 200 CDBG Self-Certifications, as well as compiling and maintaining client files to ensure adherence to CDBG program guidelines. From the corporate world to teaching at the elementary school level to running a non-profit organization, Jo has allowed her many interests to be expressed throughout her career. Pursuing an education, she earned an M.A. in Education and taught at the elementary school level. She moved on to work with the Sacramento County Office of Education as a curriculum writer, workshop facilitator and presenter. Pursuing an interest in assisting individuals nearing end of life, Jo became a certified massage therapist specializing in working with several hospices in Sacramento. She founded and ran a non-profit organization providing support to those with chronic and terminal illness.

Steve Lamb, Client Services Manager
Steve Lamb is the Client Services manager for West Company. He brings over 20 years' experience in management and operations in the telecommunications industry. Steve works in the Ukiah office and is knowledgeable with most of the business owners in the downtown district of the 90 LMI clients currently registered in the West Company database Steve has worked advising 90% of that client base. Steve's particular areas of expertise include strategic and tactical planning, cost of goods analysis, budgeting and Human Resource management, and creating and maintaining positive relationships with governmental and regulatory agencies. Steve also excels in helping businesses maximize employee productivity and maintaining high employee morale, managing high risk employees, and developing supervisors and managers.

Kevin Williams, Client Services Manager
Mr. Williams has over 25 years of leadership experience in Fortune 100 companies. He has a diverse background in the telecommunications field and in the cable television industry. As a founder and managing partner of FutureDecisions LLC he spent 9 years working primarily with non-profit organizations, government agencies and the private sector consulting on career planning, workforce succession planning, strategic planning, generational challenges, human resources and leadership coaching. His last corporate position was that of Vice President of Customer Service in the cable industry. He holds a Master's degree in Organizational Development and Human Resources. At the West Company his areas of expertise include human resources, operational issues, and marketing and general business dynamics. He brings a wealth of knowledge to the position founded in his years in large corporations and running his own successful business.

<u>Specialty Consultants</u>

Nancy Banker, Financial Consultant
Nancy S. Banker joined the West Company as a contract consultant in 2009. Since then she has advised more than 135 West Company clients. Nancy has over 35 years of experience in multiple markets including small rural business development and operations, software as a service, healthcare and

educational research and development. She currently devotes her time to mentoring and assisting rural small businesses to thrive, overcome financial obstacles and succeed in a difficult economic and climate. Ms. Banker has helped small businesses overcome difficulties; buy, sell or expand a business; secure financing; improve operations; manage partnership relations; recruit and manage employees; and negotiate difficult situations.

Donna Montag, Financial Analysis Consultant
Donna Montag joined West Company as a contract consultant in 2012 and specializes in management accounting. Donna has over 20 years of experience doing senior accounting work and is a certified management accountant with both broad and deep experiences in the analysis of financial statements and in computer systems. Donna can assist business owners in evaluating bookkeeping systems and bookkeepers, and in determining what individuals can and cannot do for themselves. She has experience as a "fixer" who can go into a complicated situation, clean up a mess, and get the business back on track. She is also skilled at helping business owners streamline and improve the efficiency of their financial systems. She excels at helping local businesses improve their business models.

Steve O'Mara, Business Development & Marketing Consultant
Stephen "SteveO" O'Mara is the owner of O'Mara & Company Consulting which provides development and training resources for individuals, agencies, organizations, and entities seeking feasibility research, planning, training, and support for business and work-readiness interests and activities. He has been working with West Company microenterprise clients in inland Mendocino County since 2002. SteveO's primary service location is Ukiah. He has assisted clients in a myriad of business sectors including business valuation, retail, wholesale, light manufacturing, service, and community service. SteveO is developer and instructor for West Company's Business Basics workshop. SteveO also teaches Business courses at Mendocino Community College and provides training and curriculum for job seekers at MPIC, Inc., one of West Company's economic development partners in Mendocino County.

Megan Goodall, Bookkeeping and accounting
As the founder and President of Bastion Bookkeeping, Megan brings a fresh approach to helping clients understand the importance of tracking finances. She is a certified bookkeeper, profit first analyst, Quickbooks Online ProAdvisor, Certified Xero Partner, and a specialist in financial analysis. With extensive education and training in both applied behavior analysis and bookkeeping, she utilizes the best, most efficient, time saving and money saving strategies in today's market resulting in thriving business performance, business growth, and increased profitability for clients she works with.

Joyce Perlman, Brand identity Consultant
Joyce Perlman is an accomplished Design Producer with over 20 years of experience directing user interface design and visual communication projects for leading technology companies, including Adobe, Amazon, Apple, Electronic Arts, and growing startups. She is proficient at directing creative teams tasked with executing strategy, design, user experience and programming for marketing communications projects, mobile and online. Joyce is working with West Company clients on Branding, Marketing and Design Strategy. She has developed a methodology for working with small businesses to guide them in defining their brand, target market and key messages, focusing on how it is applied to their marketing communication deliverables; identity, collateral, and websites.

Anni Minuzzo, Food and Beverage consultant
Anni has decades of experience advising and coaching food industry entrepreneurs through the product development, licensing and sales and marketing process for specialty foods and beverages. As a longtime adviser working in Napa and Sonoma with the small business development centers, Anni has joined West Company as our newest specialty advisor.

Cynthia Lamon, Patent Agent
Cynthia Lamon is a versatile professional with more than 17 years of experience in intellectual property specializing in patent drafting, searching and prosecution on a global scale. She is a registered patent Agent with the United States Patent and Trademark Office with expertise in telecommunications, electrical, computer/software, and Biotech (Green Industrial Friendly), as well as comprehensive understanding of new AIA laws and new patentability determination procedures.

3. Relevant Experience

During the time period from the mid 1990's to the present, West Company has managed the Microenterprise Technical Assistance (META) contracts from the California Department of Housing and Community Development (HCD) state agency for Mendocino County, the City of Fort Bragg CDBG grants, City of Ukiah, and Glenn County. While there has been leadership changes in the past year West Company has a well-documented training program for staff and consultants so that they can successfully execute on the delivery of all components of the CDBG META. We have managed as many as four contracts over different, but simultaneous periods of time, with similar but slightly different deliverables. We have operated these with integrity and attention to detail and have resolved any challenge that arose in a timely manner. With each contract we implement what we have learned from prior experiences and the organization has matured into one that is transparent and responsive.

When awarded a new contract, all staff are instructed how to implement the contract. Staff is trained to use our Neoserra database system which enables us to collect the demographic details of each client and track the progression of advancement. Every client attends an orientation process where they complete an HCD self-certification. At the end of each year we provide our CDBG funders an Annual Completion Report that includes direct benefit data by business and by business owner's family. At the completion of the grant, West Company provides a report on Micro TA grant pro-am to submit to the state.

As the host of the Mendocino SBDC and WBC, we annually go through both financial and programmatic reviews for consistency, compliance, and internal controls. We have an external audit prepared by a third party Certified Public Accountant firm. We are currently in good standing and compliance with all of our grantors.

4. CDBG META References

PUBLIC AGENCIES

Natalie Gregory
Special Projects Manager, City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437
(707) 961-2827 ext. 114
jowen@fortbragg.com

Adrienne Thompson
Administrative Services Manager
Mendocino County Planning & Building Services
860 North Bush Street, Ukiah, CA 95482
(707) 234-6650
thompsoa@co.mendocino.ca.us

Carmel Angelo,
Chief Executive Officer, County of Mendocino
Main Office: 860 N. Bush St,
Ukiah, CA 95482
Phone: (707) 463-4281

5. Scope of Services and Timeline

Tasks Necessary to Accomplish All Activities

West Company has been a CDBG Microenterprise Technical Assistance Program provider since 1993. Many of the tasks described in this proposal are already part of our standard working procedures when working with CDBG META Clients. There are 10 major areas to be completed.

1. *Review, monitor, recommend refinements, and/or otherwise adhere to the City's most recent Microenterprise Technical Assistance Services Program Guidelines and Program Income Reuse Agreement.*

   As we have experience since 1993 with executing Microenterprise Technical Assistance (META), for the City of Fort Bragg and the County of Mendocino, we have protocols in place that follow the guidelines determined by the State Department of Housing and Community Development (HCD). For the City of Ukiah, we will implement and monitor the guidelines for the META Program by first reviewing with staff and then designing or refining protocols, as appropriate. META will be provided only to participants eligible that either reside in City of Ukiah jurisdictional boundaries or have a business within the jurisdictional boundaries.

   West Company's standard practice is to ask participants to complete an online application that includes basic contact information and demographics. We meet face-to-face so participants may learn more about our program and self-certify to determine that the family is low or moderate income (LMI). We mark their record in Neoserra, our database, as LMI. Case notes and other activities are recorded under their record. We maintain Technical Assistance files that document the

participant's engagement and progress. The database records can be queried to create reports. As a regular course of business, we document our progress in fulfilling our commitments to funders on a monthly basis. We call this report Target Summaries. This report is reviewed by management and adjustments are made to our marketing to reach our goals and commitments.

2. *Provide program outreach, networking and marketing as needed to identify, contact and attract prospective eligible microenterprises and micro-entrepreneurs.*

A marketing plan will be produced at the successful receipt of a contract to provide services. Specific tasks will be assigned to staff/consultants to carry out. We will provide a robust outreach program which includes communication in all digital media outlets including Facebook, Twitter, LinkedIn and starting in January 2018, Instagram. Additionally, our Standard Operating Procedure for all outreach include our website, the Ukiah Chamber of Commerce, the Ukiah Main Street Program and the Ukiah Saturday Afternoon Club. We co-host a bimonthly radio program on the Mendocino economy with KZYX community radio called *Mendocino Works.* We publish postcards, flyers, newsletters, articles, and news releases about our services and the success of clients who have received Microenterprise Technical Assistance from us.

Our in person networking includes attending and presenting to local economic development providers, business leaders, city and county staff, Mendocino college, workforce development providers, chamber of commerce, Hispanic and Native American tribal leaders. We have also initiated direct mail programs to business license holders' physical address and city residents in cooperation with the City of Fort Bragg's mailers. Our marketing technology tools include Constant Contact, Eventbrite, Survey Monkey, and Smart Sheets.

3. *Perform income screening and collection of demographic and other required data of applicants to determine eligibility and to comply with grant reporting requirements, utilizing appropriate income certification methods per CDBG regulations depending upon services to be utilized by clients.*

Each new client that comes to West Company goes through an orientation and screening process with a qualified business adviser. This allows us to capture required data that complies with CDBG regulations. Our forms, contracts, checklists, procedures, and agreements are designed to be useful for required reporting to program administration by the program operator. In addition, each document is fully reviewed with our client so they understand the purpose of the data collection. Upon contract award we will seek out Ukiah City's recommendation of any adjustment, as needed, to mentioned documents.

4. *Perform CDBG-compliant Self-Certification or Part V Income Certification per the most recent HUD/HCD guidance as appropriate and perform other program eligibility reviews per City Program Guidelines and CDBG regulations. All income certifications approved by the Program Operator must be presented for City review.*

West Company uses the current Self-Certification form designed by HCD to determine eligibility and income screening. It follows the requirements set forth by CDBG/HUD/HCD regulations and collection of demographics and other data about applicants. In addition, we will add a few key questions to collect demographic information required for the annual report. Part 5 is generally not used in the

META program but is applied to those seeking financial assistance. This response does not cover financial assistance. If it becomes required West Company will complete this process.
Copies of the self-certification forms for ongoing monitoring will be submitted with monthly invoices. We will be responsive to requests for additional data collection or, adjustments to the monthly monitoring report within 10 to 15 business days after notification of the request. We currently have 78 Ukiah CDBG certified participants in our system.

5. *Provide needs assessment and identify strategies for provision of service; provide referrals for business support and technical assistance when appropriate, and provide direct business support and technical assistance to eligible microenterprises and micro-entrepreneurs.*

The program participants with whom we work are eligible microenterprises and micro-entrepreneurs. For these program participants, West Company performs a needs assessment, identifies and creates a plan for the services we provide, and gives the referrals for business support and technical assistance, when services are needed that we do not provide. On an on-going basis, we provide business support and technical assistance to program participants.

6. *Utilize a program-tracking/evaluation system to provide client demographic statistics and evaluation data about services provided (number of clients served, number of business plans developed, etc.) as well as outcomes (number of jobs created, number of businesses formed, etc.) and provide reports to City as necessary for grant reporting and program monitoring.*

West Company uses a program-tracking and evaluation system called Neo Serra. It is a data base in which staff, consultants and clients can input relevant data. This data base enables West Company to collect demographics, milestones such as business plans, loan applications and economic impact such as jobs created, businesses started and value of loans made. We also collect details of our trainings and workshops including sign in sheets and curriculum.

7. *Coordinate with City staff to ensure timely submittal of all data, reports and cash requests associated with the program.*

Our client database file system (Neoserra) collects required data and support documentation that appropriately identifies Technical Assistance applications and activities. This information is documented after each interaction with our clients to ensure that data compiled is relevant and current. At any time requests may be made by the City of Ukiah to West Company on particular clients or training / workshop. Each month our invoicing includes clients served, tasks performed and hours used.

8. *Prepare for and attend grant monitoring visits as necessary.*

West Company has experience planning for and attending grant monitoring visits, as necessary. We will coordinate with City staff to submit all data, reports, and cash requests in a timely way.

9. *Provide other needed support and technical assistance to ensure accomplishment of the City's microenterprise program.*

We strive to ensure that our client's long term goals are looked at holistically. To that end we have staff advisers knowledgeable in all general aspects of business development providing technical assistance which is foundational to business growth. Staff is supported by business advisers who are specialist in a variety of areas that may be needed by clients along their journey. These specialist may include some of the following fields: marketing, financial, technology, and hospitality. Success in business development is success in Ukiah City's microenterprise program.

10. *Indicate the location where services will be provided. With the exception of web-based remote trainings, all services should be provided in a location accessible to persons with disabilities. Services should also be provided in a location easily accessible to Ukiah-based low- and moderate-income participants, so that the cost of transportation is minimized.*

All services provided through this contract will be held through our satellite Ukiah office located in the downtown Ukiah business district at 185 E. Church St. This new office has an open flexible floor plan with 1270 square feet of space allowing for workshops of varying capacities. The space has been fully wired with high speed internet and smart TV technology to allow clients to utilize technology as needed for online learning and multi-media presentations. We also provide private consulting rooms for 1:1 confidential business advising to individuals that meet the eligibility requirements of this contract.

	Q1	**Q2**	**Q3**	**Q4**	**Q1**
	Aug-0ct 2018	**Nov-Jan 2019**	**Feb - May 2019**	**June-Aug 2019**	**Sept-Oct 2019**
Ascertain readiness/New Client intake	10	20	25	25	10
Counseling	409 hours				
Service Plans/SOW	15	25	25	25	35
Workshops/Trainings	1	2	2	3	2
Specialized Group Facilitations	0	2	2	3	3
Reports		X	X	X	X
Marketing Plan	X				

6. Insurance

West Company will comply with the specified insurance requirements. Upon successful award of this contract West Company will provide a certificate of insurance within 15 days of receipt of signed contract.

7. Lawsuits

There are no current lawsuits against West Enterprise Center DBA West Company

8. Budget and Task Matrix

Microenterprise Assistance Task Matrix

West Company will complete all of the tasks outlined in the City of Ukiah RFP task matrix (see Attachment C - Exhibit 7). For purposes of this proposal, the task list has been grouped by owner of task which we have defined as follows:

Direct Program Administration includes but not limited to:

- Generate Fiscal / Performance Reports – Fiscal reports are generated monthly based on activity recorded in Neoserra database and West Company QuickBooks. Any other request for fiscal reports can be provided within 15 business days. Performance reports required annually and semi-annually can be generated within 20 business days
- Coordinate grant activities with Program Operator and Grantee – We will stay in touch with the City of Ukiah contact to determine when coordination is needed.
- Prepare and submit cost allocation plan as needed – We will determine how to complete this based on the request.
- Attend HCD Workshops – We will participate in HCD workshops and budget for lodging, ground transportation and meals in the annually approved West Company budget.

Outreach Development includes but not limited to:

- Creation of a strategic marketing plan to engage eligible entrepreneurs to our programs
- Regular creation of relevant content for all digital media outlets including Facebook, Twitter, and Instagram.
- Development of a landing page for outreach promotion of our workshop trainings and networking salons. Engagement and development of the use of a variety of broadcasting tools including radio and video production
- Collateral development of postcards, flyers, newsletters, articles, and news releases about our services and the success of clients who have received Microenterprise Technical Assistance.
- Lectures and presentations to in-person networking organizations including but not limited to Rotary clubs, Women in Business Networks, Chamber of Commerce, City and County staff meetings, Mendocino College, workforce development providers, Hispanic and Native American tribal organizations.
- Upon contract award we will seek to co create direct mail campaigns with the City of Ukiah to attract CDBG compliant business license holders' and city residents in the city's mailers.

MicroEnterprise Technical Assistance includes but not limited to:

Ascertain Readiness/Creation of Service Plan (SOW). The initial meeting with a client investigates their general readiness to begin to work on their business growth. Staff reviews backgrounds and researches the areas to be focused on during a given scope of work (SOW). Each SOW has on average a 10-hour contract period to complete a task. During the first meeting with a newly enrolled participant, the counselor starts a business feasibility or business financial model review to determine the content for

the service plan. In the case of an aspiring micro entrepreneurs, it is often to write a business plan. Existing business owners' service plans vary based on the interview and assessment.

One-on-one consulting during the contract period. Consulting is offered on a continuous basis. One-on-one consulting will advise clients in business feasibility, business planning, business management, financial management, profit and cash flow planning, marketing strategy development, and technology enhancement. One-on-one consulting also will include assisting program participants with website development planning and on-line selling fundamentals. Counseling sessions with eligible, enrolled participants comprise both the face time and preparation time needed to address the agreed upon goals. In the course of these sessions, barriers are identified which we may be able to offer a support service to address or a referral for services in the community. We have a 24 hour cancellation policy. In the event that the client does not show for scheduled counseling 50% of fee is invoiced.

Business Training / Workshops designed for a one to many experience. Two or more eligible microenterprises and micro-entrepreneurs can attend any of our offerings through the contract period. Example of the training / workshop follows:

Business Basics: Turning Ideas into Action
A robust 90 min overview of all the basics to start a business and keep an entrepreneur in business. For the vast majority of entrepreneurs owning their business provides them with the ability to put their ideas into action, build community and gives them the freedom to choose their own path. This workshop provides start-up guidance, and a general overview of elements to consider when starting *and owning* a business. Topics Include: Business Licensing Requirements • Business Taxes • Legal Form of Organization • Components of a Business Plan • Financial Readiness • Business Loans • Marketing (This spring available in Spanish)

Improve Your Social Profile and Expand Local SEO
A strong social profile is a great asset for building your online presence. It expands your reach, improves customer retention and amplifies your promotional content. But it can also be great for capturing more local search visibility for your business brand. This workshop will teach you some of the most important things a small business can do to improve its local Search Engine Optimization (SEO).

Digital Tools You Need to Grow Your Business, Right Now!
There is a massive library of free online productivity tools and software available to the business owner in today's digital economy. But, understanding and applying the right tools for your business needs is the hard part.

Financial Systems That Support Your Goals
Business owners often think about money. Yet many are not planning for what to do when they have more of it. This workshop provides four key elements of a financial management system that will give a business owner the information necessary to grow,understand how to apply this information to day to day decisions and what it tells you about the future of your company.

Where Do I Start with Social Media and How Can It Help My Business Grow?

Social media will continue to be the key strategic tool used by most business to attract customers and drive loyalty. The algorithms for these channels is constantly evolving. We want our business owners to be knowledgeable of current trends and ways to attract new business so the start on the right path with Social Media marketing.

QuickBooks Know How– This workshop series focuses on teaching both startups and more established business entrepreneurs QuickBooks accounting software, in order to help them work more efficiently through attaining a better insight on their business performance.

Specialized Group Facilitation includes but not limited to:

West Company is providing new services to microenterprises and micro-entrepreneurs to keep up with new strategies used by industry experts to help grow their business. In addition we will provide vision and goal setting to new entrepreneurs wishing to build their business in the City of Ukiah but are at the early stages of development. We will provide these types of services to eligible program participants through peer to peer networking and online webinars and traditional in-house workshops.

A sample of special interests follows:

Valuing Yourself - Valuing Your Business - Understand the 3 biggest leaks in business and how to fix them: 1. Under-earning, 2. Over-delivering, 3. Under-valuing. Networking with fellow entrepreneurs and learn how to: · Stop the leaks in your business · Create strong boundaries · Increase your value to your clients · immediately increase money-making opportunities · Create, plan, and reach your money goal.

Profit Mastery – The Profit Mastery program focuses on businesses that either manufacture or re-sell products, including food businesses and retail outlets that are already in business and want to grow and expand. Many business owners in Ukiah struggle with managing the financial aspects of their businesses. Profit Mastery is a 16-hour intensive program that provides key financial management tools that allow business owners to improve the efficiency of their business, increase profits, and manage debt. On-going consulting and technical support will be provided to assist business owners through implementation.

Tuesdays with TED
TED is commonly known as a video channel devoted to spreading ideas, usually in the form of short, powerful talks on Technology, Entertainment and Design. It has grown to cover almost all topics — from science to business to global issues. We will create a networking opportunity by forming a salon that allows eligible micro entrepreneurs to meet, view TED lectures and then discuss timely topics that may influence their business trajectory.

Is Your Business a Force For Good? Become a Certified B Corp to Build a Better Business-
Did you know that 73% of consumers care about the company's sustainability goals, not just the product, when they consider purchasing? In today's economy, can a for-profit business owner put into action their social and environmental beliefs while improving the bottom line?

Common-Sense Online Security for Small Businesses - As our digital connectivity to people, places and things continues to grow, we must all learn new ways to be safe online. It's the equivalent of learning to buckle your seat belt when you get into your car, and not send text messages while driving. Despite all the frightening terms used (hacking, phishing, etc.), common sense and a little bit of training/workshop can go a long way towards making your business more secure. This workshop will teach you the basics on protecting your data and personal files.

Task Matrix for City of Ukiah CDBG META

Administration Hourly rate $ 65
Generate Fiscal/Performance Reports
Compile/maintain grant Public Information files
Compile/maintain client files (separate TA/SS/FA)
Collect and track eligible, enrolled participant data
Prepare and submit cost allocation plan as needed
Create database to match participant data collection
Determine indicators for tracking
Gather baseline data on potential participants
Field calls from potential participants
Set up courses and schedules for eligible, enrolled participants
Field calls from enrolled, eligible participants
Coordinate grant activities with Program Operator and grantee

Executive Administration Hourly rate $120
Report on program outcomes
Meet with local economic developers to solicit referrals
Report on progress to Grantee and local governing body
Monitor achievement of goals
Oversee program implementation and activities
Evaluate program effectiveness

Marketing Development Hourly Rate $ 120
Coordinate course offerings with community colleges and other providers
Create and distribute program flyers and newsletters
Write press releases and market Microenterprise services
Create and update the program website

Business Consultants Hourly rate $160
Determine business size and eligibility as a Microenterprise
META - Income screen for TIG status to establish eligibility
Ascertain readiness of potential participants
Ascertain readiness in eligible, enrolled participants
Create service plan for eligible, enrolled participant
Assist in preparing business plan and marketing strategy
Meetings/counsel sessions with eligible, enrolled participants
Gather baseline data on eligible, enrolled participants

Guide enrolled participants in resolving business issues

Specialty trainer $250 per hour
Conduct courses
Curriculum Development
Class/Training Preparation

Microenterprise Assistance Task Matrix (April 2018-Oct. 2019)			
Direct Program Administration	**Hours**	**Rate**	**Total**
Fiscal / Performance Reports (Monthly)	90	$120.00	$10,800
Compliance Tracking and Monitoring (Monthly)	401	$65.00	$26,065
Outreach Development			
Planning and Content development (Monthly)	207	$120.00	$24,840
Microenterprise Technical Assistance			
1 on 1 consulting during the contract period	409	$160	$65,440
	Per Occurrence	**Rate**	**Total**
Ascertain Readiness	90	$225.00	$20,250
Creation of Service Plan (SOW)	125	$225.00	$28,125
Specialized Group Facilitation	10	$3,200	$32,000
Business Training / Workshops	10	$2,500	$25,000
	Total		**$232,520**

9. Professional Services agreement

West Company has no issues with the City of Ukiah's Exhibit E. We regularly submit anti lobbying, conflict of interest and have a standing practice to all applicable provisions outlined in Attachment E

10. City of Ukiah Grant Agreement

West Company has reviewed Attachment D and E and will comply with The City's CDBG Grant Agreement with the State Department of Housing and Community Development as set forth in the Grant Agreement, Federally required contract provisions for Community Development Block Grant (CDBG)-Aided Consultant Contracts.

11. Signed Proposal

See Below

March 23, 2018

Mary Horger

Procurement Manager
City of Ukiah
Email: mhorger@cityofukiah.com

Re: CDBG META Grant: #16-CDBG-11147

As an Officer of West Enterprise Center DBA West Company the attached proposal and its content are true and accurate for the Request for Proposal by the City of Ukiah for CDBG META Grant: #16-CDBG-11147.

Mary Anne Petrillo
Chief Executive Officer
West Company

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this ____ day of August, 2018 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and West Company, a nonprofit 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 providing program operator services for its Microenterprise Technical Assistance Services Program, funded by Community Development Block Grant (CDBG) #16-CDBG-11147.

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 by October 25, 2019. The term of this agreement may be extended up to an additional three (3) years, for a total of five (5) years, upon written approval by the City of Ukiah. 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 $232,558. 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, it 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 through the duration of the project.

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 sub-

contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

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

7.1 Equal Opportunity.

1. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances

During the performance of this Agreement, the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, the Fair Housing Act of 1988, and all implementing regulations.

2. Rehabilitation Act of 1973 and the "504 Coordinator"

The Consultant agrees to comply with the City's implementation of the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, the local designation of a special person charged with local enforcement of this Act, as the "504 Coordinator".

3. The Training, Employment, and Contracting Opportunities Assurance of Compliance:

a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in

connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Consultant will include these Section 3 clauses in every contract and subcontract for Work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Consultant has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Consultant and its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. <u>State Nondiscrimination Clause:</u>

a. During the performance of this contract, City, and Consultant shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer), physical disability (including HIV and AIDS), marital status, age (over 40), sex, denial of family and medical leave, and denial of pregnancy leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5, of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. City, Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. City and Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

5. Americans with Disabilities Act (ADA) of 1990

By signing this agreement, the parties to this agreement assure the State that they will comply with the Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA.

6. Assurance of Compliance with Requirements Placed on Construction Contracts of $10,000 or More

The City and the Consultant hereby agree to place in every contract for construction exceeding $10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, Construction Contract Specifications. The City furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

7.2 Monitoring and Audit. Consultant agrees to allow the Housing and Community Development Department, Bureau of State Audits, HUD, or other State or federal agencies or their representatives, upon reasonable notice, unrestricted access to all relevant records, documents, books, accounts, and all other materials for grant monitoring or auditing purposes, including the monitoring for conformity with any Grant Agreement. City will monitor for conformity with its State contract.

7.3 Copeland Act. Consultant shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented in Department of Labor regulations (29 CFR Part 3).

7.4 Copyright. Any documents furnished by City or produced by Contractor in the performance of this Contract belong to City which shall own any and all intellectual property and copyrights thereto. Any discovery or invention developed by City or Consultant in the performance of this Contract shall belong to City which shall have the exclusive right to seek patent protection therefor.

7.5 Access to Records. Consultant shall provide City, the U.S. Department of Housing and Urban Development ("HUD"), the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

7.6 Retention of Records. Consultant shall retain all records related to its performance under this Agreement and City's payments hereunder for five years after final payment has been made hereunder and all other pending matters are closed.

7.7. Environmental Compliance. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. §1857(h)), section 508 of the Clean Water Act (33 U.S.C.§1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

7.8. Energy Efficiency. Consultant shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. Law 94-163, 89 Stat. 871).

7.9. Anti-lobbying Requirements. The anti-lobbying certification attached hereto as Exhibit 1 is a material representation of fact upon which the City has relied in entering this agreement.

8.0 CONTRACT PROVISIONS

8.1 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.

8.2 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.

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

8.4 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.

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

8.6 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.

8.7 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.

8.8 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.

8.9 Duplicate Originals. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. When so signed, each such document shall be admissible in administrative or judicial proceedings as proof of the terms of the Agreement between the parties.

9.0 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	WEST COMPANY
CITY MANAGER'S OFFICE	EXECUTIVE DIRECTOR
300 SEMINARY AVE.	185 E. CHURCH ST
UKIAH, CA 95482	UKIAH, CA 95482

10.0 SIGNATURES

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

CONSULTANT

BY: _____ _____
Date

PRINT NAME: Mary Anne Petrillo, Executive Director

_____
IRS IDN Number

CITY OF UKIAH

BY: _____ _____
SAGE SANGIACOMO Date
CITY MANAGER

ATTEST

_____ _____
KRISTINE LAWLER Date
CITY CLERK

ATTACHMENT A
SCOPE OF WORK

The scope of services shall include tasks described below:

1. Review, monitor, recommend refinements, and/or otherwise adhere to the City's most recent Microenterprise Technical Assistance Services Program Guidelines and Program Income Reuse Agreement.
2. Provide program outreach, networking and marketing as needed to identify, contact and attract prospective eligible microenterprises and micro-entrepreneurs.
3. Perform income screening and collection of demographic and other required data of applicants to determine eligibility and to comply with grant reporting requirements, utilizing appropriate income certification methods per CDBG regulations depending upon services to be utilized by clients.
4. Perform CDBG-compliant Self-Certification or Part V Income Certification per the most recent HUD/HCD guidance as appropriate and perform other program eligibility reviews per City Program Guidelines and CDBG regulations. All income certifications approved by the Program Operator must be presented for City review.
5. Provide needs assessment and identify strategies for provision of service; provide referrals for business support and technical assistance when appropriate, and provide direct business support and technical assistance to eligible microenterprises and micro-entrepreneurs.
6. Provide needs assessment and identify strategies and referrals for provision of service for Support Services when appropriate, and provide, document, and track Support Services for eligible microenterprises and micro-entrepreneurs
7. Incorporate City file content checklists (see Exhibit 1) or comparable system, subject to City approval, to ensure utilization of a client file system that collects required data and properly segregates Technical Assistance applications and activity documentation from Micro Loan/Grant applications and supporting documentation.
8. Utilize a program-tracking/evaluation system to provide client demographic statistics and evaluation data about services provided (number of clients served, number of business plans developed, etc.) as well as outcomes (number of jobs created, number of businesses formed, etc.) and provide reports to City as necessary for grant reporting and program monitoring.
9. Coordinate with City staff to ensure timely submittal of all data, reports and cash requests associated with the program.
10. Prepare for and attend grant monitoring visits as necessary.

Provide other needed support and technical assistance to ensure accomplishment of the City's microenterprise program.

ATTACHMENT B
FEE SCHEDULE

Task*	**Hourly Rate**
Administration	$65
Executive Administration	$120
Marketing Development	$120
Business Consultants	$160
Specialty Trainer	$250

*Detailed descriptions of each of the tasks in the fee schedule are listed on pages 16 and 17 of the proposal submitted by West Company.

ATTACHMENT C

Anti-Lobbying Certification

The undersigned certifies to the best of his or her knowledge or belief that:

a. No Federal appropriated funds have been paid, or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension of continuation, renewal, amendment or modification of any Federal contract, grant loan, or cooperative agreement;

b. If any funds other the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

DATED:

_____

Name:

Title:

Agenda Item No.: 7b

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-441-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Annual Review of Mobilehome Park Stabilization Fees and Activities, Possible Adoption of Resolution Amending Resolution No. 2017-57; and Approval to Waive Fees for the FY 2018-19.

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

ATTACHMENTS:

Attachment 1 - Draft Minutes of July 18, 2018

Attachment 2 - Letter to Residents

Attachment 3a&b - Proposed Resolution - Redline and Clean Versions

Summary: Council will receive an annual report on the administrative costs and activities regarding the mobilehome park stabilization program, consider adopting a Resolution amending Exhibit A to Resolution No. 2017-57, adjusting the administrative costs to reflect the expenditures not previously included; and consider waiving the fees for the Fiscal Year 2018-19.

Background: On December 6, 2017, Council adopted Resolution 2017-57 (Attachment 1) that amended and updated the arbitration and administrative costs. Additionally, Council gave direction to staff to charge the mobilehome park stabilization account annually to cover the City administrative costs to maintain the requirements laid out in the Resolution; only invoicing the mobilehome park owners/residents when the balance in the account falls below the estimated costs for arbitration and administrative activities. Furthermore, Staff was directed to implement an annual educational program to inform the tenants of the ordinance requirements,

RECOMMENDED ACTION: Receive report on the Mobilehome Park Stabilization Administrative Costs and Activities, adopt the Resolution amending Exhibit A to Resolution 2017-57 adjusting the administrative costs, and approve waiving fees for FY 2018-19.

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

and include those actions and results in the yearly report to Council.

As part of the educational program, a webpage was set up on the City's website at: http://www.cityofukiah.com/mobile-home-park-rent-stabilization-2/ that contains links to the following: Ordinance 1126 and Resolution 2017-57 that govern the stabilization process and costs; the December 20, 2017, staff report to Council that details how the fees are assessed; and the annual letter sent to the mobilehome park owners regarding the October CPI, which dictates the amount that rent can be increased. All future correspondence and documents pertaining to the mobilehome park rent stabilization will be added to this webpage.

In addition, A letter (Attachment 2) was sent out to all mobilehome park residents to bring their awareness to the website resource. The Clerk's office received a few responses from park residents wanting to know more about the letter that was sent out, to which additional verbal information was given.

Discussion: The current before-year-end-close balance in the Mobilehome Rent Stabilization Trust Fund (90000000.23251) is $27,039.50. Administrative Costs for the 2017-2018 Fiscal Year came to $1,365.87, leaving a remaining balance of $25,673.63. Per Resolution 2017-57, Exhibit A (Attachment 1), the total reasonable estimate for the annual cost to administer Chapter 8, including arbitrations is $7,811. As the remaining balance still exceeds the suggested reasonable estimate of costs, staff recommends waiving the annual fee to the mobilehome parks.

However, Exhibit A to Resolution 2017-57, did not include Attorney's fees for miscellaneous questions/concerns that arise throughout the year. Additionally, Exhibit A was drafted before Council's direction to include an educational component. Therefore, staff is also recommending adoption of a resolution amending Exhibit A to include these two items. A red-line and clean versions of the proposed resolution are included as Attachment 3a&b. These changes would not affect the recommendation to waive the annual fee to the mobilehome parks for the fiscal year 2018-19.

2

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
July 18, 2018
~~6:00~~ p.m.
Note: *This meeting was adjourned to 7:30 p.m.*

---

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Regular Meeting on May 16, 2018, having been legally noticed on July 13, 2018. Mayor Doble called the meeting to order at 7:32 p.m. Roll was taken with the following **Councilmembers Present:** Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, Maureen Mulheren, and Kevin Doble. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR DOBLE PRESIDING.

The Pledge of Allegiance was led by Vice Mayor Mulheren.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Receive Presentation on City's Performance Related to Housing Element Goals and Compliance with Senate Bill 35

Presenter: Craig Schlatter, Community Development Director.

Presentation was received.

b. Status Report, Discussion and Possible Action Regarding the Ukiah Valley Sanitation District's Litigation Against the City of Ukiah Related to the Operation of the Sanitary Sewer System.

Presenters: Sage Sangiacomo, City Manager and Dan Buffalo, Finance Director

Report was received.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the June 6, 2018, City Council Minutes, with Review of Agenda Item 11a Motion.

Presenter: Kristine Lawler, City Clerk

Motion/Second: Crane/Brown to approve Minutes of June 6, 2018, a regular meeting, using version #3:

Motion by Crane, seconded by Scalmanini, to continue the hearing until the City receives a consistency determination from the Mendocino County Airport Land Use Commission (ALUC) pursuant to staff recommendation number 3 in the Agenda Summary Report and the Planning Commission makes a recommendation to the City Council to approve or disapprove the application, after the Commission considers the ALUC determination and any additional

information from staff. The Mayor is authorized and directed to send a letter to the ALUC requesting that it make the consistency determination as soon as possible.

for the motion of Agenda Item 11a. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

b. Approval of the June 11, 2018, Special Meeting Minutes
c. Approval of the June 20, 2018, Regular Meeting Minutes
d. Approval of the June 29, 2018, Special Meeting Minutes

Motion/Second: Brown/Mulheren to approve Minutes of June 11, 2018, a special meeting; June 20, 2018, a regular meeting; and June 29, 2018, a special meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

a. Report of Disbursements for the Month of June 2018 – *Finance.*

b. Adoption of Resolution *(2018-16)* Establishing a Funding Mechanism for the City's Performance as Land Manager in Compliance with the Riparian Corridor Buffer Enhancement Plan and the Declaration of Covenants Regarding Riparian Corridor Buffer Enhancements Related to the Costco Project – *Community Development.*

c. Approve the Purchase of Cisco SMARTnet 5-Year Support Contract *(COU No. 1819-086)* in the Amount of $99,866.81 from PCMG, Inc. – *Information Technology.*

d. Adoption of Resolution *(2018-17)* to Update the City of Ukiah Local Agency Investment Fund (LAIF) "Authorization for Transfer of Funds" Schedule – *Finance.*

e. Adoption of Resolution *(2018-18)* Removing On-Street Parking at Two Locations off of Airport Park Boulevard: End of Cul-de-sac between Walmart and Furniture Design Center; and End of Cul-de-sac between Ken Fowler Auto and Costco – *Public Works.*

f. Authorize City Manager to Negotiate and Execute a Three-Year Multi-Task Engineering Services Agreement *(COU No. 1819-087*) with Power Engineer, Inc. Not to Exceed $350,000 for Engineering, Design and Study Services Related to Electric System Operation, Protection and Safety – *Electric Utility*

g. Approval of Award of Contract *(COU No. 1819-088*) to Sierra Traffic Markings, Inc. for Street Striping in the amount of $55,676.38 – *Public Works.*

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

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

DRAFT

9. COUNCIL REPORTS

Presenter: Councilmember Crane.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager; Tim Eriksen, Public Works Director/City Engineer; and Kristine Lawler, City Clerk.

11. PUBLIC HEARINGS (6:15 PM)

13. NEW BUSINESS

a. Consideration of a Resolution Removing On-Street Parking on the North Side of Washington Avenue between South State Street and South Dora Street.

Presenters: Tim Eriksen, Public Works Director / City Engineer and Ben Kageyama, Senior Civil Engineer.

Public Comment: (unidentified man), Barbara Howe *(speaking as a private citizen)*, Laura Fogg, Albert Stephanie, Roy Krausen, Catherine (a.k.a. Katarzyna) Rolzinski, Mike Cannon, Julie Bawcom, Mary Misseldine, Sean Harmon, Katherine Fengler *(speaking as private citizen),* Ed Hanes, Niel Davis, (titles), John Rarick, Greg Hubbs, and (unidentified woman).

Motion by Councilmember Crane, Seconded by Councilmember Scalmanini to continue this item to a future meeting. Motion **failed** by the following roll call votes: AYES: Scalmanini and Crane. NOES: Brown, Mulheren, and Doble. ABSENT: None. ABSTAIN: None.

Motion/Second: Mulheren/Brown to adopt resolution *(2018-19)* removing on-street parking on the north side of Washington Avenue between South State Street and South Dora Street Motion **carried** by the following roll call votes: AYES: Brown, Mulheren, and Doble. NOES: Scalmanini and Crane. ABSENT: None. ABSTAIN: None.

RECESS: 9:29 - 9:38 P.M.

12. UNFINISHED BUSINESS

a. Consideration of Approval of Change Order #5 to Ghilotti Construction Company in the Amount of $3,104,146.99 for the Oak Manor Utility Improvement Project and Approval of Corresponding Budget Amendment.

Presenters: Tim Eriksen, Public Works Director / City Engineer and Jarod Thiele, Public Works Management Analyst.

Motion/Second: Crane/Scalmanini to approve Change Order #5 *(COU No. 1718-138-CO5)* to Ghilotti Construction Company in the amount of $3,104,146.99 for the Oak Manor Utility Improvement Project and approval of corresponding budget amendment, and directs staff to initiate discussions with the Ukiah Valley Sanitation District regarding this project. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

13. NEW BUSINESS, Continued

b. Consideration of (1) Adoption of Resolution Authorizing the City of Ukiah to Submit an Application to the California State Department of Housing and Community Development for Funding under the HOME Investment Partnerships Program and, if Selected, Providing Authorization to the City Manager to Execute a Standard Agreement, Any Amendments Thereto, and Any Related Documents Necessary to Participate in the HOME Investment Partnerships Program; and (2) Approving Corresponding Budget Revenue and Expense Amendments, if Awarded.

Presenter: Craig Schlatter, Community Development Director.

DRAFT

Motion/Second: Crane/Brown to adopt resolution *(2018-20)* authorizing the City of Ukiah to submit an application to the California State Department of Housing and Community Development for funding under the HOME Investment Partnerships Program, and if selected, authorize the City Manager to execute a Standard Agreement *(COU No. 1819-089),* any amendments thereto, and any related documents necessary to participate in the HOME Investment Partnerships Program; and approve corresponding budget revenue and expense amendments, if the application is awarded. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Crane, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: None.

c. Receive Report of Boards and Commission Term Expirations and Vacancies, and Consider Possible Adoption of Resolution Reappointing Eric Crane to the Airport Commission.

Presenter: Kristine Lawler, City Clerk.

Motion/Second: Brown/Scalmanini to accept the nomination and adopt the resolution *(2018-21)* reappointing Eric Crane to the City Residency position on the Airport Commission. Motion **carried** by the following roll call votes: AYES: Brown, Scalmanini, Mulheren, and Doble. NOES: None. ABSENT: None. ABSTAIN: Crane.

d. Receive Updates on City Council Committee and Ad Hoc Assignments.

Presenter: Mayor Doble

14. CLOSED SESSION

a. 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*

b. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))
Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Sonoma County Superior Court, Case No. SCV 256737 (UVSD)

c. Conference with Labor Negotiator
(Government Code Section 54957.6)
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units

No Closed Session was held.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 10:00 p.m.

_____
Kristine Lawler, City Clerk

DRAFT

City of Ukiah

July 12, 2018

SUBJECT: Mobilehome Park Rent Stabilization Resource Information

Dear Mobilehome Park Residents,

In 2011 the Ukiah City Council adopted an ordinance to establish a mobilehome park rent stabilization. In an effort to assist mobilehome park residents to better understand how the rent increases, fees, and pass-through charges operate, a webpage has been added to the City of Ukiah's website, which can be found at: http://www.cityofukiah.com/mobile-home-park-rent-stabilization-2/.

Mobilehome park residents are encourage to explore the webpage, which contains the full ordinance and resolution that explains how the rent stabilization works. There are also links to annual correspondence sent to the mobilehome park owners regarding the October CPI index that determines the amount that can be charged for rent increases, and staff reports presented to the City Council explaining in detail how the yearly fees operate.

The City Clerk's office is available to address any questions or concerns that you may have, and can be reached by email at klawler@cityofukiah.com, or by calling 707-463-6217.

Sincerely,

Kristine Lawler

Kristine Lawler
City Clerk

300 Seminary Avenue • Ukiah • CA • 95482-5400
Phone: (707)463-6200 · Fax: (707)463-6204 ·www.cityofukiah.com

RESOLUTION NO. 2018~~7~~-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING RESOLUTION ~~2012-17~~2017-57 ADOPTING RENT STABILIZATION FEES FOR ARBITRATION AND ADMINISTRATIVE COSTS TO CITY OF UKIAH MOBILEHOME PARKS

WHEREAS:

1. Ukiah City Code ("UCC") Section 2715, provides that "all or any portion of the costs to administer this chapter [Division 2, Chapter 8 of the UCC ("Chapter 8")] may be collected by the imposition of an annual rent stabilization administration fee established by resolution of the City Council"; and

2. Costs to administer the program have been assessed and are shown in Exhibit A; and

3. With the elimination of redevelopment agencies by the State of California, all of the cost to administer Chapter 8 is borne by the City's General Fund; and

4. Under UCC Section 2708.C, the cost of arbitrations must be paid from the rent stabilization administration fee. Exhibit A states a reasonable estimate for the annual cost to administer Chapter 8, including potential arbitrations; and

5. There are 382 mobilehome park spaces subject to rent control in the City of Ukiah, with the final annual per space cost being determined each year based on occupied non-long-term leased spaces; and

6. Under UCC Section 2715, the owner who pays these fees may pass through to the tenant of the space 50 percent of the fees assessed for the space; and

7. Under UCC 2715, the resolution establishing the fee must specify the date by which the fee is due, but the fee may be paid by the park owners in quarterly installments; and

8. There are six City of Ukiah mobilehome parks that are subject to the Rent Stabilization Ordinance, including Circle Trailer Court (60 units), Manor Home Mobile Estates (137 units), Shady Grove Mobile Home Park (4 units subject to rent control), Modern Mobile Home Park (26 units), Harold's Square Mobile Home Park (59 units), and Rancho Del Ray Mobile Home Park (96 units).

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council of the City of Ukiah approves an annual administration fee an amount equally divided between billable spaces subject to rent control to be paid by the City's six mobilehome parks.

2. The fee is due on July 30 of each year, but may be paid in quarterly installments on July 30, October 30, January 30, and April 30.

3. The City Council shall review the administration costs, including the cost of any arbitrations, on an annual basis, during budget preparation as part of the annual fee review

in May and June, and make any adjustments so that the fee does not exceed the cost to administer Chapter 8.

PASSED AND ADOPTED at a regular meeting of the City Council held on ~~December 20, 2017~~August 1, 2018, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kevin Doble, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

EXHIBIT A

2017 COST ASSESSMENT FOR IMPLEMENTING RESOLUTION 2012-17 RENT STABILIZATION FEES

Estimated Arbitration Costs:
TOTAL - $7,200

The Northern California rates charged for arbitrations conduct by ADR Service, Inc., an alternate dispute resolution service that has rates in the middle between JAMS at the high end and lone arbitrators at the low end.

An arbitration through ADR includes the hourly or daily rate charged by the arbitrator and the fees charged by ADR. ADR arbitrators are retired judges or attorneys. The hourly rates vary from $400 at the low end to $700 at the high end. The average hourly rate is $500.

ADR charges an initial fee of $300 plus $450 per party to the arbitration. Its fee schedule is attached.

Assuming an arbitration hearing takes one 8-hour day and the arbitrator takes 4 hours to prepare a written decision, 12 hours @ $500 = $6,000 + $1,200 (assuming only two parties) for a total of $7,200.

Estimated Administrative Costs:
TOTAL - $1,977.50 (Using larger invoiced rate)

MHP = Mobile Home Park

Estimated Attorney Fees for Various Matters Pertaining to Mobilehome Parks: $1,000
(Note: only the actual expenses would be billed to the account)

Educational Outreach Costs: $366.48

- Draft Letter to Residents
- Print, fold, label, and stuff envelopes
- Postage to send letters

~~TOTAL –~~ If MHP owners *are* invoiced: $611.02 + postage

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send Letters to MHP owners requesting number of billable spaces
- Prep invoices
- Receive and process payments

Total divided by 382* spaces = $1.60 per space.

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~~TOTAL –~~ **If MHP owners *are not* invoiced: $209.15**

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send post-Council decision to waive fee letters to MHP owners

Total divided by 382* spaces = .55 cents per space *(rounded).*

TOTAL REASONABLE ESTIMATE FOR THE ANNUAL COST TO ADMINISTER CHAPTER 8, INCLUDING POTENTIAL ARBITRATIONS IS $~~7,811~~ 9,178 *(rounded).*

***Note** – This is the number of spaces calculated in Ordinance 1126, however, the actual number of billable spaces is determined each year depending on the number of occupied spaces by non-long-term leases.*

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RESOLUTION NO. 2018-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING RESOLUTION 2017-57 ADOPTING RENT STABILIZATION FEES FOR ARBITRATION AND ADMINISTRATIVE COSTS TO CITY OF UKIAH MOBILEHOME PARKS

WHEREAS:

1. Ukiah City Code ("UCC") Section 2715, provides that "all or any portion of the costs to administer this chapter [Division 2, Chapter 8 of the UCC ("Chapter 8")] may be collected by the imposition of an annual rent stabilization administration fee established by resolution of the City Council"; and

2. Costs to administer the program have been assessed and are shown in Exhibit A; and

3. With the elimination of redevelopment agencies by the State of California, all of the cost to administer Chapter 8 is borne by the City's General Fund; and

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5. There are 382 mobilehome park spaces subject to rent control in the City of Ukiah, with the final annual per space cost being determined each year based on occupied non-long-term leased spaces; and

6. Under UCC Section 2715, the owner who pays these fees may pass through to the tenant of the space 50 percent of the fees assessed for the space; and

7. Under UCC 2715, the resolution establishing the fee must specify the date by which the fee is due, but the fee may be paid by the park owners in quarterly installments; and

8. There are six City of Ukiah mobilehome parks that are subject to the Rent Stabilization Ordinance, including Circle Trailer Court (60 units), Manor Home Mobile Estates (137 units), Shady Grove Mobile Home Park (4 units subject to rent control), Modern Mobile Home Park (26 units), Harold's Square Mobile Home Park (59 units), and Rancho Del Ray Mobile Home Park (96 units).

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3. The City Council shall review the administration costs, including the cost of any arbitrations, on an annual basis, during budget preparation as part of the annual fee review

in May and June, and make any adjustments so that the fee does not exceed the cost to administer Chapter 8.

PASSED AND ADOPTED at a regular meeting of the City Council held on August 1, 2018, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kevin Doble, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

EXHIBIT A

2017 COST ASSESSMENT FOR IMPLEMENTING RESOLUTION 2012-17 RENT STABILIZATION FEES

Estimated Arbitration Costs:
TOTAL - $7,200

The Northern California rates charged for arbitrations conduct by ADR Service, Inc., an alternate dispute resolution service that has rates in the middle between JAMS at the high end and lone arbitrators at the low end.

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Estimated Attorney Fees for Various Matters Pertaining to Mobilehome Parks: $1,000
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- Print, fold, label, and stuff envelopes
- Postage to send letters

If MHP owners *are* invoiced: $611.02 + postage

Includes:

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- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send Letters to MHP owners requesting number of billable spaces
- Prep invoices
- Receive and process payments

Total divided by 382* spaces = $1.60 per space.

If MHP owners *are not* invoiced: $209.15

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
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- Staff Report to Council
- Send post-Council decision to waive fee letters to MHP owners

Total divided by 382* spaces = .55 cents per space *(rounded).*

TOTAL REASONABLE ESTIMATE FOR THE ANNUAL COST TO ADMINISTER CHAPTER 8, INCLUDING POTENTIAL ARBITRATIONS IS $9,178 *(rounded).*

***Note** – This is the number of spaces calculated in Ordinance 1126, however, the actual number of billable spaces is determined each year depending on the number of occupied spaces by non-long-term leases.*

Agenda Item No.: 7c

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-434-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Notification of Purchase of Replacement Carpet and Installation for the Red Rooms at the Ukiah Valley Conference Center from JB Jordan & Associates in the Amount of $29,946.

DEPARTMENT: Community Services **PREPARED BY:** Kerry Randall

ATTACHMENTS:

Attachment 1 - Purchase Order

Summary: Council will receive a report regarding the purchase of Carpet from JB Jordan & Associates in the amount of $29,946 for the Ukiah Valley Conference Center Red Rooms.

Background: The Carpeting at the Conference Center is 10 years old and is worn, stained and unraveling. In addition, carpet cleaning does not remove many of the serious stains. The condition of the carpeting necessitates replacement in order to maintain continued rental viability of the facility.

Discussion: After performing research, staff found a carpet product called Powerbond, that is very stain resistant, and the fabric is welded to the base so there is no snagging. If necessary, stained areas may be replaced by removing sections and placing a new portion with very little to no seams.

Pricing was received from JB Jordan & Associates, a Powerbond distributor, in the amount of $29,946.00 and Carpet One in the amount of $62,432.05. The purchase order was then issued to JB Jordan & Associates to

RECOMMENDED ACTION: Receive a report regarding the purchase of carpet and installation from JB Jordan & Associates in the amount of $29,946 for the Ukiah Valley Conference Center Red Rooms.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: $30,000 - 73022600.80230

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Purchase Order 45492

COORDINATED WITH: Mary Horger, Procurement Manager; Seth Strader, Buyer

Approved: Sage Sangiacomo, City Manager

perform the carpet replacement.

2

ATTACHMENT 1

Purchase Order

City of Ukiah

Fiscal Year 2018 Page 1 of 1

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

Purchase Order # 45492-00

Delivery must be made within doors of specified destination.

BILL TO

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

VENDOR

JB JORDAN & ASSOCIATES
PO BOX 3629
EUREKA CA 95502

SHIP TO

CITY OF UKIAH - CONF CTR
200 S SCHOOL ST
UKIAH CA 95482

Vendor Phone Number	Vendor Fax Number	Buyer	Date Ordered	Date Required
		Seth Strader	06/29/2018	

Delivery Reference	Freight Method/Terms	Department/Location	Sales Tax Rate
	N30	CONFERENCE CENTER	0.000

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	REMOVAL AND DISPOSAL OF EXISTING FLOORING. PREPARE SUBFLOOR BY SKIM COATING AS NECESSARY TO PROVIDE A BONDABLE SURFACE FOR THE FLOORING. FURNISH AND INSTALL APPROX. 650 SQ YDS OF TANDUS POWERBND STYLE: AFTERMATH; COLOR; TBD; TO BE INSTALLED (TIGHT FIT TO THE PEREMITER OF THE ROOM) USING MANUFACTURERS PRIMER, ZERO VOC MILL-APPLIED TACKIFIER AND SEAM WELD. CA CARPET ASSESSMENT INCLUDED IN PRICE. REF REQ E36511 (SS) PER PROPOSAL: NP1449AK DATED 6/13/18	1.0	EACH	$29,946.000	$29,946.00

3

By _____
Purchasing Supervisor

VENDOR COPY

PO Total $29,946.00

1 GENERALLY. These Terms and Conditions of Sale ("Terms and Conditions") apply to all purchases by City of Ukiah. (Referred to as "Buyer"). The supplier of goods and services under this transaction is herein referred to as "Seller". The goods or service purchased are referred to as the "Purchase."

2. TERMS EXCLUSIVE. Buyer will order the goods or services described herein only upon the terms and conditions contained herein. Seller's acceptance of this order shall occur either through commencement of performance under this order or acknowledgment of this order. By accepting this order, Seller waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions shall be null and void. SELLER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.

3. INSPECTION. All goods shall be received subject to Buyer's inspection and rejection. Defective goods and goods otherwise not conforming to this order shall be held for Seller's instruction and at Seller's risk, and if Seller so directs, shall be returned at Seller's expense. No defective goods shall be replaced without a new purchase order. Payment by Buyer shall not be construed as an acceptance of goods. Buyer may return to Seller any non-defective, excess goods within thirty (30) days of receiving them.

4. CHANGES. City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

5. TERMINATION. City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

6. TIME EXTENSION. Time is of the essence City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

7. REMEDIES CUMULATIVE. City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

8. TITLE. Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

9. PAYMENT. City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order.

10. INDEMNIFICATION. Seller agrees to indemnify and hold harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. This paragraph 9 will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

11. WARRANTY. Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

12. ASSIGNMENT. City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.

13. INSURANCE. Seller must provide the insurance indicated on the face sheet of this order.

14. PERMITS. Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

15. INDEPENDENT CONTRACTOR. City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which it is performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means the Seller will follow the direction of the City as to end results of the work only.

16. WAIVER. City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

17. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Mendocino County.

Agenda Item No.: 7d

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-435-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Notification of the Purchase of Replacement Chairs for the Red Rooms of the Ukiah Valley Conference Center from Mity-Lite, Inc. in the Amount of $25,009.63.

DEPARTMENT: Community Services **PREPARED BY:** Kerry Randall

ATTACHMENTS:

Attachment 1 - Purchase Order

Summary: Council will receive a report regarding the purchase of 350 banquet chairs from Mity-Lite Inc. in the amount of $25,009.63 for the Ukiah Valley Conference Center.

Background: The chairs at the Conference Center are almost 25 years old and are extremely worn. The chairs are being replaced with a grey, heavier duty cushion that will be more comfortable and allow for a better experience for our renters, and will last another 25 years.

Discussion: After review of the existing stock of chairs it was determined that cleaning was no long a viable option, since the material on the chairs was falling apart and the cushions were collapsed. With extensive review, the Mity-Lite chairs were found to be the most appropriate for the Conference Center use. Other prices were sought, but were not comparable with both the construction and warranty of the Mity-Lite chairs.

RECOMMENDED ACTION: Receive a report regarding the purchase of 350 banquet chairs for the Ukiah Valley Conference Center from Mity-Lite Inc. in the amount of $25,009.63.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: $25,000 - 73022600.80220

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Purchase Order 45475

COORDINATED WITH: Mary Horger, Procurement Manager; Seth Strader, Buyer

Approved: Sage Sangiacomo, City Manager

ATTACHMENT 1

Purchase Order

City of Ukiah

Fiscal Year 2018 Page 1 of 1

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

Purchase Order # 45475-00

Delivery must be made within doors of specified destination.

BILL TO

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

VENDOR

MITY-LITE INC
1307 WEST 400 NORTH
OREM UT 84507

SHIP TO

CITY OF UKIAH - CONF CTR
200 S SCHOOL ST
UKIAH CA 95482

Vendor Phone Number	Vendor Fax Number	Buyer	Date Ordered	Date Required
		Seth Strader	06/27/2018	

Delivery Reference	Freight Method/Terms	Department/Location	Sales Tax Rate
	FOB S/P N30	CONFERENCE CENTER	0.000

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	ACCESS 300 SERIES BANQUET CHAIR, CROWN BACK, BLACK SAND FRAME, SHERPA GREY HEATHER FABRIC	100.0	EACH	$46.790	$4,679.00
2	CLASSIC SERIES BANQUET CHAIR, CROWN BACK, BLACK SAND FRAME, SHERPA GREY HEATHER FABRIC	250.0	EACH	$68.250	$17,062.50
3	SALES TAX AT 8.875%	1929.6	DOLL	$1.000	$1,929.56
4	FREIGHT	1338.6	DOLL	$1.000	$1,338.57
	REF REQ E36507 (SS) PER QUOTE #59931 DATE 3/28/18				

2

By _____
Purchasing Supervisor

VENDOR COPY

PO Total $25,009.63

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2. TERMS EXCLUSIVE. Buyer will order the goods or services described herein only upon the terms and conditions contained herein. Seller's acceptance of this order shall occur either through commencement of performance under this order or acknowledgment of this order. By accepting this order, Seller waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions shall be null and void. SELLER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.

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17. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Mendocino County.

Agenda Item No.: 7e

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-437-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Notification of Purchase for a Donor Recognition Sign at Anton Stadium from Healdsburg Signs in the Amount of $22,116.05 and Approval of Corresponding Budget Amendment.

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

ATTACHMENTS:

Attachment 1 - Anton Stadium Donor Wall

Attachment 2 - Invoice Healdsburg Signs

Summary: The City Council will receive a Notification of Purchase for a donor recognition sign at Anton Stadium from Healdsburg Signs in the amount of $22,116.05.

Background: Anton Stadium, a sports recreation facility, was renovated through a 2002 Resources Bond Act State grant of $500,000, a Community Enrichment Program grant of $10,000, and matching funds from the Ukiah community in the amount of $362,745. The renovation project included new fields, dugouts, irrigation, underground wiring, lights, infield, outfield turf, perimeter fence, bleachers, walkway, landscape, parking lot signage and storage improvements. Many organizations use the facility, including the Ukiah High School and the Ukiah Lions Football and Cheer Programs.

Discussion: The community enthusiastically and tirelessly came together to support the renovation project through donations of money and time. To recognize donations made to the project, the City is installing a

RECOMMENDED ACTION: The City Council will receive Notification of Purchase for a donor sign at Anton Stadium from Healdsburg Signs in the amount of $22,116.05 and approve of corresponding budget amendment of $2,117.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: $20,000 - 30122210.80220.18020

PROPOSED BUDGET AMOUNT: $22,117 to account 30122210.80220.18020

FINANCING SOURCE: Available fund balance in fund 301, Anton Stadium Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Purchasing Supervisor and Tim Poma, Recreation Coordinator

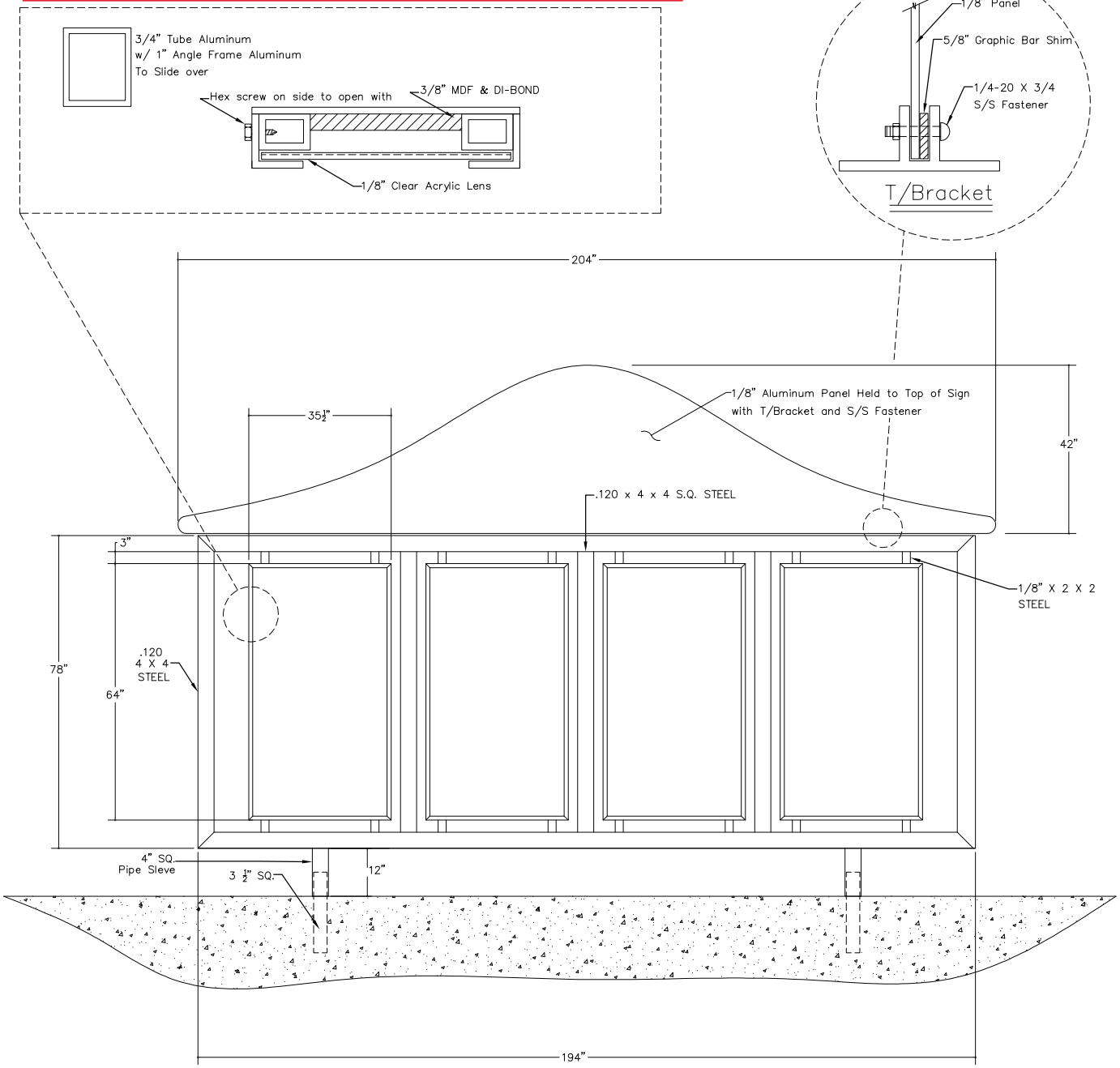
Approved: Sage Sangiacomo, City Manager

Donor Recognition Wall/Sign. The sign will display four panels with the names of those who contributed; the size of each name will be proportionate to the size of the contribution. The top section of the sign will read, “City of Ukiah Anton Stadium Donor Wall”. (Attachment #1).

The City received three bids; only the bid from Healdsburg Signs was qualified. Therefore, Staff is notifying Council of this purchase from Healdsburg Signs in the amount of $22,116.05 from account 30122210.52100 (Attachment #2).

2

ATTACHMENT #1



1 Donor Wall Sign
Scale: N.T.S.

1200 Healdsburg Ave.
Healdsburg, CA 95448
t. 707.433.7446
f. 707.431.7229

CITY OF UKIAH

Donor Wall Sign

Date/Revsions

7-23-18

Contact:

Tami Lago
(707) 433-7446 ext.106

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This drawing and the concepts, ideas, and design development expressed herein are intended for use on this project only and remain the sole property of the creators. Original design concepts developed as part of this work will remain the property of their respective owners.

HEALDSBURG SIGNS, INC.

1200A HEALDSBURG AVENUE
HEALDSBURG, CA 95448

Estimate

Date	Estimate #
4/20/2018	R228

Name / Address
City of Ukiah c/o Tyler

P.O. 45443

Project

Item	Description	Qty	Cost	Total
4350/CH	NEW FREESTANDING DONOR WALL SIGN CUSTOM DESIGNED & FABRICATED, SINGLE SIDED, POST AND PANEL SIGN- 1 - S/F, approx. 10' x 17' structure... price listed includes Top panel of 1/8" aluminum 42" x 17' with custom radius top and ends and has angles on the bottom to hold panel in place and to screw to the steel structure HP white vinyl header copy installed on top panel and upper frame per Skate Park drawing (raised, painted aluminum copy priced on request) 4" square tube steel frame 66" x 194" 4" square steel around outer edge 4" vertical tube steel support columns 2 - 12" 4x steel posts with internal sleeve posts to extend into the ground 2x2 vertical steel sections - 4 per sign 4 - signs 60"H x 35.5"W x 4"D w/acrylic faces and interior MDO or Dibond panels w/one HP vinyl color on any standard color background or cleared HP digital print on each (cabinets will not be hinged but unscrew the angle frame to slide the front face out, main cabinet area in aluminum). Sign layouts/proofs Black paint will be acrylic polyurethane not powdercoated. Custom color matching if needed available @ $225/color	1	17,060.00	17,060.00T

Quotation valid for 30 days from date listed!

Subtotal	
Sales Tax (8.625%)	
Total	

Signature

Phone #	Fax #	E-mail	Web Site
707 433-7446	707 431-7229	tlago@healdsburgsigns.com	www.healdsburgsigns.com

HEALDSBURG SIGNS, INC.

1200A HEALDSBURG AVENUE
HEALDSBURG, CA 95448

Estimate

Date	Estimate #
4/20/2018	R228

Name / Address
City of Ukiah c/o Tyler

Project

Item	Description	Qty	Cost	Total
4210/1/1HP	Upgrade to individual aluminum plaques (per the sizes on the 4 panel schematic provided) with cleared HP digital prints, ADD	1	1,850.00	1,850.00T
6273	Construction & engineering stamped drawings: Final construction of the sign will be determined by engineer's stamped drawings. This will determine if the quoted construction will change. If it changes the price will change accordingly.	1	1,200.00	1,200.00T
6273	Completion of proposal documents and procurement of insurance certificates, approx. *Any applicable charges for required insurance upgrades, certificates, etc., are billable at cost.	1	250.00	250.00T
	NOTES- Per my discussion with Tyler I have NOT included installation. Price is based on pick up at our Healdsburg location. Pick up must occur within 48 hours of completion due to structure size.			

Quotation valid for 30 days from date listed!

Subtotal	$20,360.00
Sales Tax (8.625%)	$1,756.05
Total	$22,116.05

Signature

Phone #	Fax #	E-mail	Web Site
707 433-7446	707 431-7229	tlago@healdsburgsigns.com	www.healdsburgsigns.com

5

Agenda Item No.: 7f

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-444-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approve Purchase of a Bulk Computer Order from Dell Marketing, Inc., In the Amount of $58,249.46, and Corresponding Budget Amendment.

DEPARTMENT: Finance **PREPARED BY:** Mary Horger

ATTACHMENTS:

Attachment 1 - Department Breakdown

Attachment 2 - Dell Quote

Summary: Council will consider approving a bulk purchase of computers from Dell Marketing, Inc. in the amount of $58,249.46, and corresponding budget amendment.

Background: Pursuant to the Department of Justice (DOJ) Criminal Justice Information Services (CJIS) regulation "5.10.4.1 Patch Management", the City of Ukiah must apply computer security updates expeditiously.

Per the Microsoft Support article, "The processor is not supported together with the Windows version that you are currently using" error when you scan or download Windows updates, Microsoft will only allow security updates to be run on 7th generation or newer computer processors. In order to meet the preceding CJIS compliance, the City must purchase computers with the supported hardware and software combination.

RECOMMENDED ACTION: Approve the purchase of a bulk computer order from Dell Marketing, Inc., in the amount of $58,249.46, and corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10020210.54330; 20413500.54330; 20513300.54330; 10013400.54330; 1013200.54330; 84027221.54330; 20324100.54330; 84027225.54330

PROPOSED BUDGET AMOUNT: 10020210.54330 - Additional $10,500

FINANCING SOURCE: General Fund Reserves

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: Sage Sangiacomo, City Manager

In preparation for this fiscal year's budget, the Information Technology Department developed a comprehensive list of computers that needed to be replaced, along with budgetary costs for each department, and these costs were reflected in the budget adopted by Council this year.

Discussion: Having a full list of computers for the departments available, the Purchasing Department took this opportunity to present it to Dell, to see what further discounts may be available if purchased all at once. After Dell's review, they were able to offer an additional 10% discount. This amounts to a savings of over $5,000. Please see Attachment 1 for a copy of the computer order distribution to each department, and Attachment 2 for a copy of Dell's quote.

The computer replacements are included in the current adopted budget. However, a budget amendment will be required: $10,500 for the Police computers, 10020210.54330 computers expense account as the extent of replacement in the Police Department due to regulatory requirements was not fully anticipated prior to budget adoption.

2

Attachment 1 - Price Breakdown						
Description	**Quantity**	**Unit Price**	**Extended Price**	**Tax**	**Env Fee**	**Total**
OptiPlex 7060 MT						
Police	15	$ 924.05	$ 13,860.75	$ 888.51	$ -	$ 14,749.26
Finance - Purchasing	1	$ 924.05	$ 924.05	$ 65.42	$ -	$ 989.47
Finance - Accounting	4	$ 924.05	$ 3,696.20	$ 261.69	$ -	$ 3,957.89
Finance - Utility Billing	5	$ 924.05	$ 4,620.25	$ 327.11	$ -	$ 4,947.36
Sewer	3	$ 924.05	$ 2,772.15	$ 196.27	$ -	$ 2,968.42
Garage	1	$ 924.05	$ 924.05	$ 65.42	$ -	$ 989.47
WWTP	4	$ 924.05	$ 3,696.20	$ 261.69	$ -	$ 3,957.89
WTP	2	$ 924.05	$ 1,848.10	$ 130.85	$ -	$ 1,978.95
Logitech MK550 Wireless Wave Keyboard and Mouse Combo						
Police	15	$ 55.89	$ 838.35	$ 73.36	$ -	$ 911.71
Finance - Accounting	4	$ 55.89	$ 223.56	$ 19.56	$ -	$ 243.12
Utility Billing	5	$ 55.89	$ 279.45	$ 24.45	$ -	$ 303.90
Sewer	3	$ 55.89	$ 167.67	$ 14.67	$ -	$ 182.34
Garage	1	$ 55.89	$ 55.89	$ 4.89	$ -	$ 60.78
WWTP	4	$ 55.89	$ 223.56	$ 19.56	$ -	$ 243.12
WTP	2	$ 55.89	$ 111.78	$ 9.78	$ -	$ 121.56
Dell Professional Soundbar - AE515 - Skype for Business						
Police	15	$ 40.49	$ 607.35	$ 53.14	$ -	$ 660.49
Finance - Accounting	4	$ 40.49	$ 161.96	$ 14.17	$ -	$ 176.13
Finance - Utility Billing	5	$ 40.49	$ 202.45	$ 17.71	$ -	$ 220.16
Sewer	3	$ 40.49	$ 121.47	$ 10.63	$ -	$ 132.10
Garage	1	$ 40.49	$ 40.49	$ 3.54	$ -	$ 44.03
WWTP	4	$ 40.49	$ 161.96	$ 14.17	$ -	$ 176.13
WTP	2	$ 40.49	$ 80.98	$ 7.09	$ -	$ 88.07
Dell Latitude 7490						
Police	3	$ 1,538.75	$ 4,616.25	$ 326.83	$ 15.00	$ 4,958.08
Finance - Purchasing	1	$ 1,538.75	$ 1,538.75	$ 108.94	$ 5.00	$ 1,652.69
WWTP	1	$ 1,538.75	$ 1,538.75	$ 108.94	$ 5.00	$ 1,652.69
Dell Business Thurderbolt Dock - TB16 with 180W Adapter						
Police	3	$ 202.49	$ 607.47	$ 53.15	$ -	$ 660.62
Finance - Purchasing	1	$ 202.49	$ 202.49	$ 17.72	$ -	$ 220.21
Dell 27 Monitor - P2719H						
Police	14	$ 242.99	$ 3,401.86	$ 297.66	$ -	$ 3,699.52
Finance - Accounting	8	$ 242.99	$ 1,943.92	$ 170.09	$ -	$ 2,114.01
Sewer	4	$ 242.99	$ 971.96	$ 85.05	$ -	$ 1,057.01
Garage	1	$ 242.99	$ 242.99	$ 21.26	$ -	$ 264.25
WWTP	4	$ 242.99	$ 971.96	$ 85.05	$ -	$ 1,057.01
Dell 34 Curved Monitor - P3418HW						
Finance - Purchasing	2	$ 425.24	$ 850.48	$ 74.42	$ 12.00	$ 936.90
Finance - Budget	2	$ 425.24	$ 850.48	$ 74.42	$ 12.00	$ 936.90
Finance - Accounting	2	$ 425.24	$ 850.48	$ 74.42	$ 12.00	$ 936.90
TOTALS			$ 54,206.51	$ 3,981.65	$ 61.00	**$ 58,249.16**

Department	Account #	Computer Cost
POLICE	10020210.54330	$ 25,639.69
Finance - Purchasing	20413500.54330	$ 3,799.27
Finance - Utility Billing	20513300.54330	$ 5,471.43
Finance - Accounting	10013400.54330	$ 7,428.05
Finance - Budget	10013200.54330	$ 936.90
Sewer	84027221.54330	$ 4,339.86
Garage	20324100.54330	$ 1,358.54
WWTP	84027225.54330	$ 7,086.84
WTP	82027111.54100	$ 2,188.57
	TOTAL	**$ 58,249.16**

A quote for your consideration!

Total: $58,249.16

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000027243210.1	Jul. 26, 2018	Aug. 25, 2018	15651613

Company name:	Customer number:	Phone:
CITY OF UKIAH	6971104	(707) 463-6233

Sales rep information:

Marcus Fields
M_Fields@Dell.com
(800) 456-3355
Ext: 5139044

Billing Information:

CITY OF UKIAH
300 SEMINARY AVE
UKIAH
CA 95482-5400
US
(707) 463-6233

Pricing Summary

Item	Qty	Unit Price	Subtotal
OptiPlex 7060 MT	35	$924.05	$32,341.75
Logitech MK550 Wireless Wave Keyboard and Mouse Combo	34	$55.89	$1,900.26
Dell Professional Soundbar - AE515 - Skype for Business	34	$40.49	$1,376.66
Dell Latitude 7490	5	$1,538.75	$7,693.75
Dell Business Thunderbolt Dock - TB16 with 180W Adapter (Requires Thunderbolt System)	4	$202.49	$809.96
Dell 27 Monitor - P2719H	31	$242.99	$7,532.69
Dell 34 Curved Monitor – P3418HW	6	$425.24	$2,551.44
		Subtotal:	$54,206.51
		Shipping:	$0.00
		Environmental Fees:	$61.00
		Non-Taxable Amount:	$9,403.73
		Taxable Amount:	$44,863.78
		Estimated Tax:	$3,981.65
		Total:	**$58,249.16**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

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Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Marcus Fields

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 7060 MT	35	$924.05	$32,341.75
	Estimated delivery date: Aug. 10, 2018 **Contract No:** WN03AGW **Customer Agreement No:** MNWNC-108/7157034003			
210-AOKJ	OPTIPLEX 7060 Mini Tower XCTO	35	-	-
338-BNZW	Intel Core i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux	35	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	35	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	35	-	-
370-AEBL	8GB (2X4GB) 2666MHz DDR4 UDIMM Non-ECC	35	-	-
400-AWFT	M.2 256GB PCIe NVMe Class 40 Solid State Drive	35	-	-
773-BBBC	M2X3.5 Screw for SSD/DDPE	35	-	-
401-AANH	2nd Hard Drive: not included	35	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	35	-	-
429-ABFI	No Optical Disk Drive	35	-	-
379-BBHM	No Media Card Reader	35	-	-
555-BBFO	No Wireless LAN Card	35	-	-
555-BBFO	No Wireless LAN Card	35	-	-
492-BBFF	No PCIe add-in card	35	-	-
329-BDSK	OptiPlex 7060 Tower with 260W up to 85% efficient Power Supply (80Plus Bronze)	35	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	35	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	35	-	-

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320-BCGK	No Cove	35	-	-
470-AAJL	NO ADAPTER	35	-	-
817-BBBC	Not selected in this configuration	35	-	-
525-BBCL	SupportAssist	35	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	35	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	35	-	-
658-BBRB	Waves Maxx Audio	35	-	-
658-BCUV	Dell Developed Recovery Environment	35	-	-
658-BDVV	SW for 7060 with Win10 OS	35	-	-
620-AALW	OS-Windows Media Not Included	35	-	-
387-BBLW	Energy Star	35	-	-
817-BBBN	NO RAID	35	-	-
555-BBJO	No Additional Network Card Selected (Integrated NIC included)	35	-	-
817-BBBB	No FGA	35	-	-
340-CDYY	MOD,PLCMT,QSG,7060,MT,DAO1	35	-	-
631-ABQQ	Intel vPro Technology Enabled	35	-	-
650-AAAM	No Anti-Virus Software	35	-	-
632-BBBJ	CMS Software not included	35	-	-
329-BBJL	TPM Enabled	35	-	-
389-CXGK	MOD,LBL,REG,MT,MEX,EPA,7060	35	-	-
389-CGJM	8th Gen Intel Core i7 vPro processor label	35	-	-
450-AAOJ	System Power Cord (Philipine/TH/US)	35	-	-
551-BBBJ	No Intel Responsive	35	-	-
461-AABF	No CompuTrace	35	-	-
389-BCGW	No UPC Label	35	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	35	-	-
332-1286	US Order	35	-	-

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340-CDWT	Ship Material for OptiPlex Tower	35	-	-
389-BBUU	Shipping Label for DAO	35	-	-
492-BCKH	No Additional Video Ports	35	-	-
800-BBIO	Desktop BTO Standard shipment	35	-	-
812-3886	Dell Limited Hardware Warranty Plus Service	35	-	-
812-3926	ProSupport Plus: Accidental Damage Service, 3 Years	35	-	-
812-3927	ProSupport Plus: Keep Your Hard Drive, 3 Years	35	-	-
812-3928	ProSupport Plus: Next Business Day Onsite 3 Years	35	-	-
812-3929	ProSupport Plus: 7x24 Technical Support, 3 Years	35	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Logitech MK550 Wireless Wave Keyboard and Mouse Combo	**34**	**$55.89**	**$1,900.26**
	Estimated delivery date: Aug. 3, 2018 **Contract No:** WN03AGW **Customer Agreement No:** MNWNC-108/7157034003			
A4051228	Logitech MK550 Wireless Wave Keyboard and Mouse Combo	34	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Professional Soundbar - AE515 - Skype for Business	**34**	**$40.49**	**$1,376.66**
	Estimated delivery date: Aug. 2, 2018 **Contract No:** WN03AGW **Customer Agreement No:** MNWNC-108/7157034003			
520-AALQ	Dell Professional Soundbar AE515 Skype for Business	34	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 7490	**5**	**$1,538.75**	**$7,693.75**
	Estimated delivery date: Aug. 6 - 9, 2018 **Contract No:** WN03AGW **Customer Agreement No:** MNWNC-108/7157034003			
210-ANQU	Dell Latitude 7490	5	-	-
379-BCXG	8th Gen Intel Core i7-8650U (8M Cache, Quad Core, 1.9GHz), vPro	5	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	5	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	5	-	-

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421-9984	Dell Data Protection Encryption Personal Edition Digital Delivery	5	-	-
954-3455	Dell ProSupport for Software, Dell Data Protection Encryption Personal Edition, 1 Year	5	-	-
338-BNKX	Intel Core i7-8650U Processor Base, Integrated UHD Graphics 620 with Thunderbolt	5	-	-
631-ABNZ	No Out-of-Band Systems Management	5	-	-
370-ADIC	8GB, 2x4GB, 2400MHz DDR4 Memory	5	-	-
400-AOTF	M.2 256GB SATA Class 20 Solid State Drive	5	-	-
391-BDLQ	14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, Microphone only, WLAN capable	5	-	-
583-BEJY	Internal US English Qwerty Backlit Keyboard	5	-	-
570-AADK	No Mouse	5	-	-
555-BDWR	Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Driver+ Bluetooth 4.1	5	-	-
555-BCMW	Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1	5	-	-
362-BBBB	No Wireless WWAN Card	5	-	-
451-BBYE	Primary 4-cell 60W/HR Battery	5	-	-
492-BBXJ	90W AC Adapter, 3-pin	5	-	-
346-BCPP	Dual Pointing, 82 key with No Smartcard or Fingerprint Reader with Thunderbolt 3	5	-	-
650-AAAM	No Anti-Virus Software	5	-	-
620-AAOH	No Media	5	-	-
817-BBBB	No FGA	5	-	-
537-BBBD	E5 Power Cord (US)	5	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	5	-	-
430-XXYG	No Resource DVD / USB	5	-	-
340-BYPJ	Quick Reference Guide, English/French	5	-	-
452-BBSE	No Docking Station	5	-	-
387-BBMY	Energy Star 6.1	5	-	-
340-ACQQ	No Option Included	5	-	-

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332-1286	US Order	5	-	-
389-CGBC	8th Gen Intel Core i7 processor label	5	-	-
389-BCGW	No UPC Label	5	-	-
340-AAPP	Direct ship Info Mod	5	-	-
340-BYRC	MIX SHIP Config (DAO), Latitude 7490	5	-	-
525-0131	Dell Command | Power Manager (DCPM)	5	-	-
525-BBCL	SupportAssist	5	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	5	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	5	-	-
658-BBRB	Waves Maxx Audio	5	-	-
658-BCUV	Dell Developed Recovery Environment	5	-	-
658-BDSI	Latitude 7490 Software Driver	5	-	-
389-BEYY	Regulatory Label included	5	-	-
800-BBGU	BTO Standard Shipment (VS)	5	-	-
804-2167	Dell Limited Hardware Warranty Plus Service	5	-	-
804-2185	ProSupport Plus: Accidental Damage Service, 3 Years	5	-	-
804-2186	ProSupport Plus: Next Business Day Onsite, 3 Years	5	-	-
804-2187	ProSupport Plus: Keep Your Hard Drive, 3 Years	5	-	-
804-2188	ProSupport Plus: 7x24 Technical Support, 3 Years	5	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	5	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Business Thunderbolt Dock - TB16 with 180W Adapter (Requires Thunderbolt System)	**4**	**$202.49**	**$809.96**
	Estimated delivery date: Aug. 3, 2018 **Contract No:** WN03AGW **Customer Agreement No:** MNWNC-108/7157034003			
452-BCNP	Kit - Dell Thunderbolt Dock-TB16 180W adapter, US	4	-	-

SKU	Description	Qty	Unit Price	Subtotal

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	Dell 27 Monitor - P2719H	**31**	**$242.99**	**$7,532.69**
	Estimated delivery date: Aug. 9, 2018 **Contract No:** WN03AGW **Customer Agreement No:** MNWNC-108/7157034003			
210-AQCS	Dell 27 Monitor - P2719H	31	-	-
815-2491	Dell Limited Hardware Warranty	31	-	-
815-2492	Advanced Exchange Service, 3 Years	31	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell 34 Curved Monitor - P3418HW	**6**	**$425.24**	**$2,551.44**
	Estimated delivery date: Aug. 3, 2018 **Contract No:** WN03AGW **Customer Agreement No:** MNWNC-108/7157034003			
210-ANYJ	Dell 34 Curved Monitor - P3418HW	6	-	-
815-2532	Dell Limited Hardware Warranty	6	-	-
815-2533	Advanced Exchange Service, 3 Years	6	-	-

Subtotal:	$54,206.51
Shipping:	$0.00
Environmental Fees:	$61.00
Estimated Tax:	$3,981.65
Total:	**$58,249.16**

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If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at https://mozy.com/about/legal/terms.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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Agenda Item No.: 12a

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-431-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Consideration and Possible Direction to Staff of a Letter Transmitted to the Mendocino County Airport Land Use Commission Seeking Collaboration for Updating the Mendocino County Airport Comprehensive Land Use Plan.

DEPARTMENT: Community Development **PREPARED BY:** Craig Schlatter

ATTACHMENTS:

Attachment 1- CD Staff Airport Land Use Plan draft letter

Attachment 2- Commission letter 07172018

Summary: Council will consider and provide direction to Staff for a letter to be transmitted to the Mendocino County Board of Supervisors and Airport Land Use Commission seeking collaboration for updating the Mendocino County Airport Comprehensive Land Use Plan to address necessary industry/regulatory updates and specific compatibility criteria to reflect land use conditions and operations particular to the Ukiah Municipal Airport.

Background: On June 6, 2018, the Ukiah City Council directed Staff to draft a letter to the Mendocino County Airport Land Use Commission seeking collaboration on updating the Mendocino County Airport Comprehensive Land Use Plan. The Council further directed that the letter, once drafted, be referred to the Ukiah Airport Commission for review, input, and possible revisions prior to the letter returning to the Council for final consideration.

RECOMMENDED ACTION: 1) Consider and discuss draft letters from Staff and Ukiah Airport Commission; and 2) direct Staff to transmit a final letter to Mendocino County Board of Supervisors and Airport Land Use Commission.

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: Ukiah Airport Commission; Greg Owen, Airport Manager

Approved: Sage Sangiacomo, City Manager

Discussion: From conversations with the Mendocino County Planning and Building Services Director and other County planning staff on the status of the update to the Mendocino County Airport Comprehensive Land Use Plan ("CLUP" or "the Plan"), Staff understood a full update to the CLUP had been sought by Mendocino County for several years. Unfortunately, due to the expense of such an update, which can be at least a couple hundred thousand dollars and includes a CEQA environmental review process, the County had been unable to complete the update. Recent conversations with Mendocino County Planning and Building Services staff have confirmed that funding for the update continues to be an issue.

Understanding that funding has been a barrier to Mendocino County completing this needed update to the CLUP, Staff sought advice on potential alternatives to a full update to the Plan from airport land use planning consultant Mead & Hunt, Inc. Mead & Hunt prepared a proposal outlining options for 1) updating only the "A" and "A*" compatibility zones of the Plan's compatibility zoning map; or 2) updating all the zones of the Plan's compatibility zoning map, including an update to the compatibility criteria and Table 2A. Both of these options would only pertain to the Ukiah Municipal Airport and only option #2 would bring the current Plan into compliance with existing guidance from the California Land Use Planning Handbook, but both options provide cost-effective alternatives to addressing the need for an updated Plan that considers Ukiah Municipal Airport environs.

After securing these alternatives, Community Development Department Staff prepared a draft letter (Attachment 1) and emailed the letter to Greg Owen, Airport Manager, for the Ukiah Airport Commission's review, input, and suggested revisions at their July 17, 2018 meeting. The draft letter included the proposal from Mead & Hunt outlining the proposed alternatives. The letter also included additional research Mead & Hunt had conducted on the City's behalf with the CalTrans Division of Aeronautics for funding a full update to the CLUP.

Rather than suggesting revisions to Staff's draft letter, the Ukiah Airport Commission, at its July 17th meeting, chose instead to submit a separate letter (Attachment 2) to the City Council. This letter was transmitted by the City Clerk to Council on July 20th as Correspondence Received from the Airport Commission. Since the July 17th meeting, Staff has met with a member of the Ukiah Airport Commission, Eric Crane, who is also the Chair of the Mendocino County Airport Land Use Commission, to discuss the possibility of merging the two letters. Staff also met with Councilmember Crane. According to Ukiah Airport Commissioner Crane, and as stated in their July 20th letter, the Ukiah Airport Commission's only recommendation is that a full update to the CLUP be pursued.

Staff recommends Council review the two draft letters and provide direction to Staff on the language in a final letter. Staff further recommends the letter be addressed to the Mendocino County Board of Supervisors in addition to the Airport Land Use Commission, since any updates to the CLUP would likely be pursued by County planning staff and funding would have to be authorized by the Board of Supervisors.

2

Attachment 1

City of Ukiah

August __, 2018

Mendocino County Airport Land Use Commission and
Mendocino County Board of Supervisors
C/O Ignacio "Nash" Gonzalez, Planning and Building Services Director
Mendocino County Department of Planning and Building Services
860 North Bush St.
Ukiah, CA 95482

Re: Mendocino County Airport Comprehensive Land Use Plan Update

Dear Board of Supervisors and Members of the Airport Land Use Commission:

The Ukiah City Council and Ukiah Airport Commission are writing to request the County of Mendocino and Airport Land Use Commission pursue an update to the Mendocino County Comprehensive Land Use Plan (the "Plan"). The Plan is over 20 years old and does not reflect current airport environs. The Plan also does not meet current guidelines and regulations set forth in the 2011 California Airport Land Use Planning Handbook. This poses difficulties for regional land use planning in and around airports in Mendocino County, including the Ukiah Municipal Airport.

We understand funding for Plan updates can at times be a barrier to completing updates, so the City's Community Development Department sought advice from Mead & Hunt, Inc. on potential alternatives. Mead & Hunt prepared the attached proposal for either 1) updating only the "A" and "A*" compatibility zones of the Plan's compatibility zoning map; or 2) updating all zones of the Plan's compatibility zoning map, including an update to the compatibility criteria and Table 2A of the Plan. Both of these options would only pertain to the Ukiah Municipal Airport and only option #2 would bring the current Plan into compliance with existing guidance from the California Land Use Planning Handbook, but both options provide a more cost-effective alternative to addressing the need for an updated Plan that considers Ukiah Municipal Airport environs.

Mead & Hunt also reached out to the CalTrans Division of Aeronautics on the City's behalf about potential funding for a full update to the Plan. CalTrans provided two options: 1) that Mendocino County wait until grant funding is available for an update; or 2) that the County apply for a below market interest rate loan from CalTrans to fund the update. If choosing option #2, CalTrans has stated loan funding can be available in as little as three months.

Whatever approach the County elects to pursue, the City of Ukiah stands by as a willing and able partner on this effort and will make available its resources to assist the County with this effort.

Please contact Craig Schlatter, Community Development Director, at cschlatter@cityofukiah.com or (707) 463-6219 with any questions or if City Council or Staff of the City can be of assistance as Board of Supervisors and Airport Land Use Commission considers this update.

DRAFT

300 Seminary Avenue • Ukiah • CA • 95482-5400
Phone: (707)463-6200 · Fax: (707)463-6204 · www.cityofukiah.com

Sincerely,

Kevin Doble
Mayor

CC: Ukiah City Councilmembers
Sage Sangiacomo, City Manager
City of Ukiah Airport Commission
City of Ukiah Planning Commission
Greg Owen, Airport Manager
Craig Schlatter, Community Development Director

DRAFT

300 Seminary Avenue • Ukiah • CA • 95482-5400
Phone: (707)463-6200 · Fax: (707)463-6204 · www.cityofukiah.com

1360 19th Hole Drive, Suite 200
Windsor, California 95492
707-526-5010
meadhunt.com

July 9, 2018

Mr. Craig Schlatter
Community Development Director
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

Subject: Ukiah Municipal Airport Land Use Compatibility Plan Update Options

Dear Craig:

It was nice meeting with you late last month and talking about options for updating the Ukiah Municipal Airport Land Use Compatibility Plan (ALUCP). In the discussion, you asked that Mead & Hunt, Inc. (Mead & Hunt) give you a proposed scope and fee for two different options. The basic option would focus on just the north end of the runway and the Garton Tractor property. A more expanded option would look at the entirety of the compatibility map.

While in either case our expectation is that we would be working for the City of Ukiah (City), it is important to recognize that adoption of any changes to the ALUCP is the responsibility of the Mendocino County Airport Land Use Commission (ALUC). We have not had any contact with the ALUC staff about this topic, although we understand that you have been in touch with them. The manner and extent of coordination with the ALUC will have a significant effect on our work effort. Thus, please consider the two scopes and fees offered here as preliminary and subject to adjustment as details of the coordination become clearer.

Basic Option – Update Compatibility Zone A

- Focus on changes to ALUCP necessitated by recent approval of a revised Airport Layout Plan (ALP) for the Ukiah Municipal Airport. Specific ALP changes that may affect the ALUCP compatibility map are the proposed runway extension on the north and reduced size of the runway protection zone (RPZ). The RPZ location and size are the major determinant of the boundaries of Compatibility Zones A and A* at this end of the runway. Both the existing RPZ and the future one associated with the runway extension will be considered.
- Prepare an updated compatibility map consistent with the current ALP. The adopted ALUCP compatibility criteria for the individual zones will not be modified. Note that this Basic Option will not bring the map and criteria into conformance with the Caltrans *California Airport Land Use Planning Handbook* (Handbook) guidelines.
- Prepare CEQA document. The limited nature of the anticipated map revisions is expected only to relax compatibility restrictions in the affected area. We will review the changes to verify that this is the

case. If so, CEQA potentially could be satisfied using a categorical exemption in accordance with CEQA Guidelines Section 15062. We would prepare the Notice of Exemption.

- Prepare a Technical Memo addressing the above.
- Participate in coordination with ALUC staff via conference calls.
- Attend two public meetings, one with the City (planning commission or city council) and one with the ALUC.
- Our estimated cost for this option is $12,000.

Expanded Option – Update All Compatibility Zones

- Conduct full review of the compatibility map zones for consistency with the current ALP. The current compatibility zones are composites taking into account noise as well as safety factors. We will utilize the most recently available noise contours to make any compatibility zone adjustments based on this factor. New noise contours will not be prepared. For safety, we will rely upon the appropriate safety zones shown in the Caltrans Handbook and make adjustments to reflect the physical and operational characteristics of the Ukiah Municipal Airport. Where reasonable while maintaining conformance with Handbook guidelines, local geographic features will continue to be used to define zone boundaries.
- Review and revise compatibility criteria. The Caltrans Handbook will be the primary source for guidance on revised criteria. Taken together with the compatibility zone boundaries, the ALUCP criteria that apply within any individual location should be at least as restrictive as the Handbook criteria. In addition to the summary of criteria included in ALUCP Table 2A, we will also prepare an expanded table that lists the criteria for a full range of land use types. The criteria will be presented in table format only. No revisions to the overall policy section of the ALUCP are included in this work effort.
- Compare proposed ALUCP restrictions to current land use designations. The comparison will include both general plan and zoning designations for the City and unincorporated County areas within the airport influence area. The primary purpose of the comparison will be to identify locations where the ALUCP criteria would be more restrictive than the City or County criteria and thus prevent or displace development that would otherwise be allowed. The extent of displacement must be addressed in the CEQA document for ALUC adoption of the amended ALUCP.
- Prepare a Technical Paper presenting the above map and criteria and addressing the extent of displacement.
- Prepare CEQA Initial Study. The preceding task will likely indicate that the amended ALUCP will cause some displacement that will need to be addressed in a CEQA Initial Study. Even so, our expectation is that CEQA can be satisfied using a Negative Declaration and that a full Environmental Impact Report will not be necessary.
- Participate in coordination with ALUC staff via conference calls.
- Attend three public meetings, one with the City (planning commission or City council) and two with the ALUC.
- Our estimated cost for this option is $50,000 to $60,000.

We trust that this information will be helpful to you as the City considers how best to proceed with the needed ALUCP update. Please don't hesitate to contact me with any questions. Once a decision has been made on which option to pursue, we can work with you to refine the scope and fee and prepare a formal working agreement.

Sincerely,

MEAD & HUNT, Inc.

Kenneth A. Brody
Senior Airport Planner

City of Ukiah

July 17, 2018

To: Ukiah City Council

The City of Ukiah Airport Commission recommends an update to the entire Mendocino County Airport Comprehensive Land Use Plan (CLUP). It is clear the modifications to A and A* is driven by a desire to approve a signal project (Garton). This sort of piecemeal approach to planning is widely recognized as a poor planning process and often leads to negative impacts to critical community assets such as our airport. Incompatible land use around the airport negatively affect aircraft operations. Improper development through poor and fractured planning can, and does, result in limited, restricted, or exclusion of access for life saving emergency aircraft to our airport in the event of a natural disaster.

The Airport Commission strongly recommends to Council a county wide revision to the Mendocino County Airport Comprehensive Land Use Plan(CLUP).

Sincerely,

Randy Beckler

Ukiah Airport Commission Chair

300 SEMINARY AVENUE UKIAH, CA 95482-5400
Phone# 707/463-6200 Fax# 707/463-6204 Web Address: www.cityofukiah.com

Agenda Item No.: 12b

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-432-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Receive Report Regarding Review of Ordinance for Development and Operating Standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, and Specialty Food and Beverage Sales with Tasting.

DEPARTMENT: Community Development **PREPARED BY:** Craig Schlatter

ATTACHMENTS:

Attachment 1- Ordinance No. 1167.pdf

Summary: City Council will receive a report from Staff on the Community Development Department's review of the Ordinance for Development and Operating Standards, located in Division 9, Chapter 2, Article 15.6 of Ukiah City Code, for community gardens, live entertainment, outdoor dining, sidewalk cafes, and specialty food and beverage sales with tasting.

Background: On August 3, 2016, the Ukiah City Council adopted Ordinance No. 1167 (Attachment 1), establishing development and operating standards for community gardens, live entertainment, outdoor dining, sidewalk cafes, and specialty food and beverage sales with tasting. The Ordinance also added specific definitions for outdoor dining and sidewalk cafes.

At the August 3, 2016 meeting, Council also directed Staff to bring the adopted Ordinance back to Council for a one-time review, with a specific report of how the Ordinance impacted live entertainment applications. Staff presented this report to Council on September 20, 2017. No new applications, nor new inquiries, for the activities listed in the Ordinance had been received. At the September 20th meeting, Council directed Staff to provide another update in August 2018.

RECOMMENDED ACTION: Receive report from Staff.

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

Discussion: Since August 2017, one new application has been received for a specialty beverage tasting room with sales, located at 108 West Clay Street. No other new applications have been received, but three existing outdoor dining permits were renewed. Staff received an inquiry regarding the addition of live music to a restaurant in the downtown, but no application has yet been submitted.

Ordinance No. 1167 appears to be generally well-received by the business community, and there has been no specific feedback pertaining to the Ordinance. Because the ordinance appears to be generally well-received and there have been few new applications, Staff has no revisions to the Ordinance to recommend at this time, so future scheduled reviews may not be necessary.

2

Attachment 1

ORDINANCE NO. 1167

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING DIVISION 9, CHAPTER 2, ARTICLE 15.6, SECTIONS §9173, §9173.1, §9173.2, §9173.3, §9173.4, §9173.5, §9173.6 TO THE ZONING CODE RELATED TO DEVELOPMENT AND OPERATING STANDARDS FOR: COMMUNITY GARDENS, LIVE ENTERTAINMENT, OUTDOOR DINING, SIDEWALK CAFES, SPECIALTY FOOD AND BEVERAGE SALES WITH TASTING AND AMENDING SECTION §9278 ADDING DEFINITIONS OF OUTDOOR DINNING AND SIDEWALK CAFES

The City Council hereby ordains as follows:

SECTION ONE – FINDINGS

1. Pursuant to the procedures set forth in the Ukiah Municipal Code section 9265, the Official Zoning Ordinance for the City of Ukiah is amended to include development and operational standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, Specialty Food and Beverage Sales with Tasting.

2. Planning Department staff prepared an initial environmental study (IS) in order to evaluate the potential impacts that could result from the Project. Due to the specificity of the standards, the IS concluded the Zoning Ordinance amendments could not have a significant effect on the environment and a Negative Declaration was prepared.

3. The Planning Commission held a duly noticed public hearing on May 11, 2016 and June 16, 2016 after giving notice of said hearing in the manner, for the period, and in the form required by the Ukiah City Code and Government Code sections 65090 and 65091 to consider the Negative Declaration for the Zoning Ordinance Amendments. At the meeting, the Planning Commission received public comment, discussed the initial environmental study, and voted 5-0 to recommend the City Council adopt the negative declaration for the Zoning Ordinance amendments.

4. At the May 11, 2016 and June 16, 2016 public hearing, the Planning Commission conducted a public hearing to consider the Zoning Ordinance Amendments. After receiving public testimony, considering the staff report, and due deliberation, the Planning Commission voted 5-0 to recommend the City Council approve the Zoning Ordinance amendments.

5. The Project is consistent with General Plan Goal ED-1 by supporting economic development, strong businesses, and CD-3 by promoting aesthetically pleasing urbanscapes, and CD-10 preserving and enhancing neighborhood character.

SECTION TWO

Article 15.6 of Chapter 2 of Division 9 of the Ukiah City Code is hereby added to read as follows.

Article 15.6. STANDARDS FOR SPECIFIC LAND USES

§9173 PURPOSE

Sections 9173.2-9173.6 in this Article 15.6 provide site planning, development, and/or operational standards for certain land uses that are allowed in certain zoning districts without discretionary review. The standards for each use are intended to mitigate any potentially adverse impacts associated with the specific use.

§9173.1 APPLICABILITY

The land uses and activities included in sections 9173.2-91.734.6 of this code shall comply with the provisions of the section applicable to the specific land use, in addition to all other applicable provisions of this article and the Ukiah City Code.

A. Where Allowed: The uses that are subject to the standards in sections 9173.2-9173.6 of this code shall only be located in the zoning districts indicted herein.

B. Development Standards: The standards for specific land uses included in sections 9173.2-9173.6 of this code are required and supplement those included in the Ukiah City Code. In the event of any conflict between the requirements of sections 9173.2-9173.6 of this code and those included elsewhere in the City Code, the requirements of sections 9173.2-9173.6 of this code shall control.

§9173.2 COMMUNITY GARDENS

Community gardens may be located in any zoning district provided they comply with the following standards and requirements:

A. Days and Hours of Operation: Seven (7) days a week from seven o'clock (7:00) A.M. until dusk.

B. Fencing: Fencing is discouraged. When fencing is required to prevent vandalism or theft, trespassing, and/or encroachment by animals, fencing shall comply with the following:

   1. Open Fencing: Open fencing (such as chain link, wrought iron, deer) up to seven (7) feet in height, measured from the grade adjacent to the fence to the top of the fence, is allowed at the property line or set back from the property line. This type of fencing allows the garden to be protected and maximizes the size of the garden while creating an open, pedestrian-oriented use consistent with the purposes of this code.

   2. Solid Fencing: Solid fencing (such as wood, masonry) is prohibited since this closes off the site to the public realm, presents a solid unbroken surface which is not pedestrian-oriented, and reduces the size of the garden.

C. Herbicides and Pesticides: All pest and weed control shall be accomplished through organic means using the least toxic methods available. If unsure how to combat pests, weeds, and diseases organically, contact the garden team leader or other qualified professionals or organizations for guidance and resources.

D. Motorized Equipment: Use of motorized equipment (such as weed eaters, leaf blowers, rototillers) shall be limited to weekdays from eight o'clock (8:00) A.M. to seven o'clock (7:00) P.M. and weekends and holidays recognized by the City of Ukiah from ten o'clock (10:00) A.M. to five o'clock (5:00) P.M.

E. Noise: Compliance with the City of Ukiah noise ordinance is required, except as indicated in subsection D of this section, Motorized Equipment, which may be more restrictive.

F. Parking: A minimum of one parking space along the street frontage of the community garden shall be provided. Vehicle use by members of the community garden should be limited to taking supplies to and from the garden, rainy or poor weather, or assisting gardeners with a disabilities Users of the garden shall be encouraged to walk or bike to the site in order to reduce the need for parking and parking impacts on neighboring uses.

G. Signs: Signs are limited to identification, informational, and directional signs in conformance with the City of Ukiah sign ordinance requirements.

H. Structures – Accessory: The following accessory structures are allowed: tool sheds, greenhouses, cold-frames, hoop houses, compost bins, rain barrel systems, picnic tables, benches, bike racks, garden art, and fences subject to the development standards of the zoning district in which the community garden is located and the requirements of this section. Commercially maintained portable bathrooms are allowed as accessory structures; provided, that they comply with accessibility standards and comply with the development standards of the zoning district in which the community garden is located.

I. Water Use: Every effort shall be made to reduce water usage. Drip irrigation is required where feasible. Mulch and compost shall be used in order to reduce the amount of water needed for garden plots.

J. Prohibitions: Smoking, drinking alcoholic beverages, using illegal drugs, and gambling are prohibited. Weapons, pets and other animals (except service animals) are also prohibited. (Ord. 1139, §2 (Exh. A, 5.030), adopted 2012)

§9173.3 LIVE ENTERTAINMENT

A. Live entertainment uses may occur in the C-1, C-2, and P-F zoning districts provided they comply with the following standards and requirements:

1. Live entertainment shall commence no earlier than 10:00 a.m. and shall end at 11:00 p.m. and is limited to two times a week.
2. Live entertainment shall not violate the City of Ukiah noise ordinance
3. The number of people within a building where live entertainment is performing shall not exceed the occupancy standards contained in the California Building Code or Ukiah City Code.
4. Businesses desiring to have live entertainment shall provide adequate security during and after live entertainment events.
5. Parking shall generally comply with the Ukiah City Code, although on-street parking within commercial zoning districts may be included in the number of parking spaces provided for the live entertainment.
6. Any building proposed for live entertainment shall comply with all Fire Code requirements and shall be reviewed and approved by the Ukiah Fire Marshal.

B. Management Plan: Prior to the conduct of live entertainment, the applicant shall submit a Management Plan addressing the items listed below. The Management Plan shall be submitted to the Director of Planning and Community Development for review and action. The Director shall distribute the Plan to the Ukiah Police and Fire Departments for review. The Management Plan shall, at a minimum, include the following:

1. Potential for loitering and how the business will preclude loitering
2. Adequacy of lighting for security and safety purposes.
3. Adequacy of parking.
4. Compatibility and suitability with the existing and allowed uses in the area and/or character of the area, including, but not limited to, proximity to sensitive land uses such as residences, schools, parks, daycare facilities, and churches.
5. Details regarding how security will be provided during and after live entertainment events.

6. Likelihood the use would facilitate the vitality, economic viability, and/or provide recreational or entertainment opportunities in an existing commercial area without presenting a significant impact on health and safety.
7. Hours of operation for the business and hours of proposed live entertainment.
8. Other information deemed necessary on a case-by-case basis.

If the Management Plan is found acceptable by the Police and Fire Departments, as well as the Director of Planning and Community Development, the Director shall make corresponding findings and approve it writing.

C. Relief from any of the standards or requirements may be sought through the Use Permit process. The Director of Planning and Community Development shall determine whether or not a certain Use Permit is minor or major. The determination shall be based, in part. on how much relief is being sought and the location of the proposed live entertainment and its potential to disrupt the area.

§9173.4 OUTDOOR DINING

On-site outdoor dining may be allowed in the C-N, C-1 and C-2 zoning districts, provided it is incidental to and part of the operation of a restaurant located on the same parcel, and it complies with the standards and requirements listed below.

A. Purpose: The provisions of this section are intended to allow outdoor dining in association with a restaurant located on the same parcel as the outdoor dining, where the outdoor dining is clearly incidental to the adjacent restaurant use and will not negatively impact the operations and function of the existing restaurant, including parking facilities, pedestrian access and circulation, and disabled access facilities.

B. Location of Outside Dining: Outdoor dining shall be located on the same site as the restaurant which the outdoor dining will serve. Outdoor dining facilities, such as tables, chairs, umbrellas, etc., shall not be located in pedestrian walkways, required parking spaces, or disabled access facilities (such as parking spaces, walkways, entries, etc.). Outdoor dining areas may be located in landscaped areas if located in such a manner as to not damage the landscaping.

C. Hours of Operation: Days and hours of operation for the outdoor dining shall not extend beyond the hours of operation for the restaurant which it serves. Tables, chairs, and all other furniture used in the operation of outdoor dining shall be removed from any pedestrian walkways and stored indoors at night and whenever the cafe is not in operation.

D. Live Entertainment: Outdoor dining shall not be used for live entertainment unless in compliance with section 9173.3 of this code.

E. Tables, Chairs, Furniture, Signage:

1. In order to provide adequate and safe ingress/egress, a minimum unobstructed pedestrian walkway width of forty-eight inches (48") or the width of the doors, whichever is greater, shall be maintained. The required width of the unobstructed pedestrian walkway shall extend from the front of the door(s) to the public sidewalk. A reduced width may be approved by the Building Official in compliance with the building code.

2. A minimum of sixty inches (60") of unobstructed space shall be maintained between exits and any furniture or fixtures related to outdoor dining, or as required by the building code, whichever is greater.

3. All outdoor dining furniture, including tables, chairs, umbrellas, and planters, shall be movable.

4. Umbrellas shall be secured with a minimum base of not less than sixty (60) pounds and shall leave a vertical clearance of seven feet (7') from the sidewalk surface.

5. Outdoor heaters are allowed subject to fire and building code compliance. Non-live music and/or speakers may be used provided the music does not violate the City of Ukiah noise ordinance.

6. No signage shall be allowed in the outdoor dining area except for the name of the establishment on an awning or umbrella fringe and in compliance with this section and Division 3, Chapter 7 of this code (sign ordinance).

F. Maintenance: The property and/or business owner are responsible for maintaining all outdoor dining furnishings and the outdoor dining area in good condition, including, but not limited to, the following:

1. All outdoor dining furnishings and all exterior surfaces within the outdoor dining area shall be easily cleanable and kept clean and free of debris.

2. The outdoor dining area and adjacent areas kept in a clean and safe condition.

G. Food and Beverages: Outdoor dining areas may only serve food and nonalcoholic beverages prepared or stocked for sale at the adjoining indoor restaurant; provided, however, that the service of beer or wine or both, solely for on-premises consumption by customers within the outdoor dining area, may be authorized by the Planning Director and Police Department if each of the following requirements are met:

1. The outdoor dining operation is duly licensed, or prior to the service of any beer or wine, will be duly licensed by State authorities to sell beer or wine for consumption within the outdoor dining area.

2. The authorized outdoor dining area is identified in a manner which will clearly separate and delineate it from the areas of the sidewalk that will remain open to pedestrian traffic.

3. One or more signs, as approved as part of the encroachment permit, are posted during all times the sidewalk cafe is in operation, which shall give notice to the cafe's customers that the drinking of beer or wine or the carrying of any open container which contains beer or wine is prohibited and unlawful outside the delineated outdoor dining area.

Outdoor dining areas authorized by the Planning Department and Police Department and in compliance with the requirements of this section are exempt from section 6000 of this code.

H. Service Requirements:

1. Service areas (such as busing and service stations) may be located within the outdoor dining area. Service areas shall comply with subsection B of this section (Location of Outside Dining). Outdoor food preparation in the outdoor dining area is prohibited.

2. Restrooms for the outdoor dining area shall be provided in the adjoining indoor restaurant. Seating for the outdoor dining may be counted in determining the restroom requirements for the indoor restaurant at the discretion of the Building Official.

I. Revocation: The outdoor dining may be revoked by the City upon finding that one or more of the requirements of this section have been violated or that the outdoor dining is being operated in a manner that constitutes a nuisance.

§9173.5 SIDEWALK CAFE

A. A sidewalk cafe may be allowed in the C-N, C-1, and C-2 zoning districts provided it is incidental to and part of the operation of a restaurant and it complies with the standards and requirements listed below;

B. Purpose: The provisions of this section are intended to allow a sidewalk cafe to operate in association with an allowed restaurant use, where the sidewalk cafe is clearly incidental to the restaurant use and will not negatively impact the right-of-way.

C. Permit Requirements: A sidewalk cafe shall require the approval of an encroachment permit from the Department of Public Works and Planning and Community Development Department.

D. Limitations and Requirements: A sidewalk cafe may be allowed only where allowed by section 9173.4 and only when the sidewalk cafe is incidental to and part of the operation of an adjacent restaurant and when in compliance with the following requirements of this section.

1. Where Permissible: A sidewalk cafe may be located on a public sidewalk immediately adjacent to and abutting the indoor restaurant which operates the cafe; provided, that the area in which the sidewalk cafe extends is no farther along the sidewalk frontage than the operating indoor restaurant.

2. Location of Sidewalk Cafes: Each cafe shall be confined to a defined location on the sidewalk immediately adjacent to the restaurant which operates the cafe.

3. Hours of Operation: Sidewalk cafes may operate on days whenever fair weather would enhance outdoor dining. The hours of operation shall not exceed eight o'clock (8:00) A.M. to nine o'clock (9:00) P.M. Tables, chairs, and all other furniture used in the operation of a sidewalk cafe shall be removed from the sidewalk and stored indoors at night and whenever the cafe is not in operation. Additional hours may be authorized with Zoning Administrator approval of a minor use permit.

4. Sidewalk Clearances: A sidewalk cafe may be allowed only where the sidewalk is wide enough to adequately accommodate the usual pedestrian traffic in the area, to comply with California State accessibility standards and federal ADA requirements, and the operation of the proposed cafe.

5. Live Entertainment: A sidewalk cafe shall not be used for live entertainment. Live entertainment at sidewalk cafes may be authorized in compliance with section 9224.6 of this code.

E. Tables, Chairs, Furniture, Signage:

1. All tables and chairs comprising a sidewalk cafe shall be situated in a safe fashion and away from any sidewalk or street barrier including a bollard, and shall not be within eight feet (8') feet of any designated bus stop.

2. The dining area shall not impede the use of public furnishings such as lighting, benches, etc.

3. In order to provide adequate and safe ingress/egress, a minimum unobstructed public sidewalk width of forty-eight inches (48") shall be maintained for the entire length of the sidewalk cafe. The required width shall extend from the front of the door(s) to the end of the sidewalk cafe.

4. A minimum of sixty inches (60") of unobstructed space shall be maintained between exits and any furniture or fixtures related to the sidewalk cafe, or as required by the building code, whichever is greater.

5. All sidewalk cafe furniture, including tables, chairs, umbrellas, and planters, shall be movable.

6. Umbrellas shall be secured with a minimum base of not less than sixty (60) pounds and shall leave a vertical clearance of seven feet (7') from the sidewalk surface.

7. Outdoor heaters are allowed subject to fire and building code compliance. Music and/or speakers may be authorized with Zoning Administrator approval of a minor use permit.

8. No signage shall be allowed at the sidewalk cafe except for the name of the establishment on an awning or umbrella fringe and in compliance with this section and the sign ordinance (Division 3, Chapter 7 of this code).

9. All furnishings and other items associated with the sidewalk cafe shall be removed from the sidewalk during nonoperation hours of the cafe. Storage of these items outside may be authorized with Zoning Administrator approval of a minor use permit.

10. Any proposed seating in the vicinity of street trees shall comply with the City's Management Guidelines adopted December 1, 2010.

F. Maintenance: The permittee is responsible for maintaining all outdoor dining furnishings and the sidewalk cafe area in good condition, including, but not limited to, the following:

1. All outdoor dining furnishings and all exterior surfaces within the sidewalk cafe area shall be easily cleanable and kept clean and free of debris.

2. The sidewalk cafe area and adjacent areas shall be kept in a clean and safe condition.

G. Food and Beverages: A sidewalk cafe may serve only food and nonalcoholic beverages prepared or stocked for sale at the adjoining indoor restaurant; provided, however, that the service of beer or wine or both solely for on-premises consumption by customers within the areas of the sidewalk cafe may be authorized by the Planning Director and Police Department as part of the required encroachment permit if each of the following requirements are met:

1. The sidewalk cafe operation is duly licensed, or prior to the service of any beer or wine will be duly licensed by State authorities to sell beer or wine for consumption within the area of the sidewalk cafe.

2. The area in which the sidewalk cafe is authorized is identified in a manner, as part of the encroachment permit, which will clearly separate and delineate it from the areas of the sidewalk that will remain open to pedestrian traffic.

3. One or more signs, as approved as part of the encroachment permit, are posted during all times the sidewalk cafe is in operation, which shall give notice to the cafe's customers that the drinking of beer or wine or the carrying of any open container which contains beer or wine is prohibited and unlawful outside the delineated area of the sidewalk cafe. Sidewalk cafes authorized by the Planning Department and Police Department as part of the required encroachment permit and in compliance with the requirements of this section are exempt from section 6000 of this code.

H. Service Requirements:

1. The outdoor preparation of food and busing and service stations are prohibited at the sidewalk cafe. Outdoor service station may be authorized with Zoning Administrator approval of a minor use permit.

2. Restrooms for the sidewalk cafe shall be provided in the adjoining indoor restaurant. Seating for the sidewalk cafe may be counted in determining the restroom requirements for the indoor restaurant at the discretion of the Building Official.

3. Trash and refuse receptacles for the sidewalk cafe shall not be permitted within the area designated for the sidewalk cafe or on adjacent sidewalk areas and the permittee shall remove trash and litter as they accumulate. Trash and/or refuse containers may be authorized within the outdoor dining area or adjacent sidewalk areas with Zoning Administrator approval of a minor use permit.

I. Power to Prohibit Operation of the Sidewalk Cafe: Any encroachment permit issued for a sidewalk cafe shall provide that the City shall have the right and power, acting through the City Manager or designee, to prohibit the operation of a sidewalk cafe at any time because of anticipated or actual problems or conflicts in the use of the sidewalk area. Such problems may arise from, but are not limited to, scheduled festivals and similar events, or parades or marches, or repairs to the street or sidewalk, or from demonstrations or emergencies occurring in the area. To the extent possible, the permittee shall be given prior written notice of any time period during which the operation of the sidewalk cafe will be prohibited by the City, but any failure to give prior written notice shall not affect the right and power of the City to prohibit the cafe's operation at any particular time.

J. Conditions: In connection with granting the encroachment permit for a sidewalk cafe, conditions may be imposed in granting approval as deemed necessary for the proposed operation to meet the operating requirements of this section.

K. Modifications: In the event the City determines during the operation of an approved sidewalk cafe that additional or revised conditions are necessary in order for the sidewalk cafe to comply with the requirements of this section, the City shall have the ability to add additional conditions to the approved encroachment permit.

L. Revocation: The encroachment permit to operate a sidewalk cafe may be revoked by the City upon finding that one or more conditions of the permit or this section have been violated or that the sidewalk cafe is being operated in a manner that constitutes a nuisance, or that the operation of the sidewalk cafe unduly impedes the movement of pedestrians past the sidewalk cafe. (Ord. 1139, §2 (Exh. A, 5.080), adopted 2012) Revocations may be appealed per the process outlined in Section 5613 of the City of Ukiah Municipal Code.

§9173.6 SPECIALTY FOOD AND BEVERAGE SALES WITH TASTINGS

Specialty food and beverage sales with tastings may be allowed in the C-N, C-1, C-2, and P-F zoning districts provided they comply with the following standards and requirements:

A. Days and Hours of Operation: Days and hours of operation shall be limited to daily from ten o'clock (10:00) A.M. to ten o'clock (10:00) P.M. Additional hours may be authorized with Zoning Administrator approval of a minor use permit.

B. Live Entertainment: Live entertainment is allowed in compliance with section 9173.3 of this code and may perform until eight o'clock (8:00) P.M. Other arrangements for live entertainment may be authorized with Zoning Administrator approval of a minor use permit.

C. Outdoor Seating: Outdoor seating is allowed in compliance with the applicable requirements for outdoor dining included in section 9173.4 of this code or sidewalk cafes in section 9173.5 of this code.

D. Minor Use Permit: An application for a minor use permit to allow additional operating hours and/or live entertainment in a manner that exceeds the operating characteristics required in this section may be authorized with Zoning Administrator approval of a minor use permit. An application for a minor use permit shall address the following considerations:

    1. Potential for loitering and how the business will preclude loitering.

    2. Adequacy of lighting for security and safety purposes.

    3. Adequacy of parking.

    4. Compatibility and suitability with the existing and allowed uses in the area and/or character of the area, including but not limited to proximity to sensitive land uses such as residences, schools, parks, daycare facilities, and churches.

    5. Likelihood the use would facilitate the vitality, economic viability, and/or provide recreational or entertainment opportunities in an existing commercial area without presenting a significant impact on health and safety.

    6. Details regarding how security will be provided during and after live entertainment events.

    7. Other information deemed necessary on a case-by-case basis.

E. Minor Use Permit Findings: The above considerations shall be incorporated as findings for approval, conditional approval, or disapproval of a use permit for a specialty food and beverage sales with tastings in addition to the findings required by Article 20 of this Code.

§9278 DEFINITIONS

OUTDOOR DINING- A designated area on the premise of a retail food establishment or restaurant, but outside the principal building, and where patrons may sit at tables while consuming food and beverages ordered from the establishment.

SIDEWALK CAFES- A designated area of a public sidewalk where patrons may sit at tables while consuming food and beverages ordered from the establishment.

SECTION THREE

1. **Severability:** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Ukiah hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

2. **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.

3. **Effective Date:** The ordinance and shall become effective thirty (30) days after its adoption.

Introduced by title only on July 20, 2016, by the following roll call vote:

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

Adopted on August 3, 2016, by the following roll call vote:

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

Stephen G. Scalmanini
Stephen G. Scalmanini, Mayor

ATTEST:
Kristine Lawler
Kristine Lawler, City Clerk

Agenda Item No.: 12c

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-433-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Receive Report on the Status and Evaluation of the Ukiah Housing Strategy and Provide Direction as Necessary.

DEPARTMENT: Community Development **PREPARED BY:** Craig Schlatter

ATTACHMENTS:

Attachment 1- FINAL UHTF Guidelines (approved 10-18-17)
Attachment 2- Ukiah Housing Strategy Overview
Attachment 3- Housing Survey Results
Attachment 4- January 2018 Ukiah HTF NOFA and Application 1-2-18
Attachment 5- Ordinance No. 1189

Summary: The City Council will receive a report on the status of the City's Housing Strategy, including an evaluation of progress made by the City in implementing the Strategy.

Background: On August 30, 2017, City Council directed Staff to pursue a housing strategy for Ukiah. The housing strategy deploys a two-pronged approach, one part focused on affordable housing, or housing for "low-income" persons, and one part focused on middle-income ("market-rate") housing. Council further directed Staff to develop an implementation plan for accomplishing goals of the strategy and in one year's time update the Council on the status of achieving those goals. This update was to include an evaluation of the strategy in facilitating housing opportunities for Ukiah residents.

RECOMMENDED ACTION: Receive report from Staff on the status and evaluation of the City's Housing Strategy and Provide Direction as Necessary.

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

Approved: Sage Sangiacomo, City Manager

Specific implementation tasks Councilmembers recommended as a part of implementation of the housing strategy included the following: development of the Ukiah Housing Trust Fund and subsequent award(s) of funding for new affordable housing projects; City hosting of a Low Impact Development (LID) workshop; comprehensive review of the zoning code for reducing or eliminating perceived or actual barriers to housing development; and design and deployment of a community housing survey to the general public.

Discussion: Since Council approval of the housing strategy, Staff has accomplished the following: development of the administrative guidelines for the Ukiah Housing Trust Fund (Attachment 1), with Council adoption of the guidelines on October 18, 2017 (Resolution No. 2017-51); creation of a marketing flyer/housing strategy implementation plan (Attachment 2); design of the Community Housing Satisfaction Survey, released via the City's website and to all City employees in November 2017, and to which 382 total responses were received (Attachment 3); modernization of the Community Development Department website, including creation of a webpage for the new Housing Services Division (www.cityofukiah.com/housing-services); design and preparation of the City's first Notice of Funding Availability (NOFA) and application for the Ukiah Housing Trust Fund (UHTF), released to affordable housing developers on January 2, 2018 (Attachment 4); evaluation of the three applications received in response to the UHTF NOFA with subsequent recommendation for funding awards to Council on March 2, 2018; and the drafting of a residential density ordinance, Ordinance No. 1189, to set forth in greater detail the procedure for calculating residential density in a manner favorable to the development community, approved by Planning Commission March 28, 2018, and adopted by Council May 2, 2018 (Attachment 5). Additionally, and although adopted prior to the approval of the 2017 housing strategy, Staff completed an Accessory Dwelling Unit (ADU) Ordinance, No. 1181, approved by Planning Commission on June 14, 2017 and adopted by Council August 16, 2017.

In this first year of implementation of the housing strategy, Staff heard from the general public, housing stakeholders and Council that one of the biggest concerns around housing was supply. Consequently, implementation goals for 2017-18 were designed to increase supply of all types of housing. The UHTF NOFA focused on the creation of affordable housing units, and the density calculation ordinance increased the number of market-rate (and affordable housing) units that could be built on one parcel. In total, and if all the proposed housing units are built, there will be an additional 186 units of housing through these efforts.

Given the City's performance in facilitating the production of housing units to meet goals in the City's Housing Element and achieving compliance with SB 35, along with the success of the housing strategy in producing the potential for a significant amount of new units from this first year of implementation, Staff will be focusing its efforts in 2018-19 on implementation objectives listed in the middle-income housing strategy (see page 2 of Attachment 2), which, with the exception of the residential density ordinance, were largely not focused on by Staff in this first year. Specifically, Staff intends to 1) investigate zoning ordinances and Ukiah City Code for possible relief and present a report with recommendations to Council; and 2) research possible regulations and policies to establish incentive-based zoning towards encouraging additional housing opportunities affordable to middle income households, with a report of findings and recommendations presented to the Planning Commission for input prior to being presented to Council. Regarding #1 above, and taking into account that all of the 186 units of housing proposed were multi-family projects, Staff will also provide recommendations for incentivizing the production of smaller and denser infill housing projects. Staff also plans to assist the Public Works Department in the hosting of a Low Impact Development (LID) workshop, including discussions and analysis associated with the viability of a LID mitigation bank.

Another priority Staff intends to pursue is annexation. An article in the July 24, 2018 edition of the Ukiah Daily Journal cited a study prepared for the County of Mendocino by the Center for Economic Development, which noted "It may be more cost-effective for new developments to be built within the Ukiah, Willits and Fort Bragg city limits rather than in the unincorporated areas of the County." Staff agrees, but because the City is mostly built-out there are few future opportunities for development in the existing city limits. Therefore, Staff recommends refocusing on annexation efforts.

Looking ahead to future NOFAs released under the Ukiah Housing Trust Fund, the next of which was intended to be released this month, Staff is interested in Council's input. Some members of Council pointed out during the 2017 housing workshop that it appeared a majority of the new affordable housing units built were multi-family projects, and this was indeed the case for all three affordable housing projects proposed during this last year. Although multi-family projects often more quickly produce a significant amount of housing units, in the case of affordable housing, which restricts tenancy to only those individuals considered "low-income" by the U.S. Department of Housing and Urban Development (HUD), multi-family projects also can lead to concentrations of one type of income. From a community development and planning perspective, neighborhoods with concentrations of one type of income are generally discouraged. As a 2013 article from HUD's Office of Policy Development and Research notes, "The mixed-income approach has deconcentrated poverty at sites and in neighborhoods where poverty rates were generally at their highest. Thus far, market demand for units in mixed-income developments has continued, and there is optimism that these communities will remain viable and marketable." From this perspective, it may be more appropriate to direct future allocations of UHTF to land banking for eventual development projects.

3

CITY OF UKIAH
HOUSING TRUST FUND

Administrative Guidelines

Department of Community Development

Housing Division

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CITY OF UKIAH
HOUSING TRUST FUND ADMINISTRATIVE GUIDELINES

I. UKIAH HOUSING TRUST FUND OVERVIEW

A. Purpose

The purpose of the Ukiah Housing Trust Fund (UHTF) is to combine funding from different sources to help achieve the City's General Plan goals, including those in the Housing Element, to develop and preserve affordable housing in the City of Ukiah. To achieve this purpose, UHTF resources shall be used to provide loans, and in certain instances grants, to qualified developers, public entities, groups, and individuals to undertake activities that create, maintain, or expand the City's affordable housing stock.

B. Funding Sources

Inflow of resources to the UHTF may come from a variety of sources, which may include the following:

1. State non-entitlement Community Development Block Grant (CDBG) funds- Housing and Community Development Allocation.
2. State non-entitlement CDBG Program Income- payments of loan principal and interest due to the City from borrowers of previous CDBG-funded housing loans.
3. State non-entitlement Home Investment Partnerships Program (HOME) funds.
4. State non-entitlement HOME Program Income- payments of loan principal and interest due to the City from borrowers of previous HOME-funded housing loans.
5. Proceeds obtained from the sale of City-owned residential properties.
6. Payments of principal and interest due to the City from borrowers of previous UHTF housing loans.
7. Donations and contributions from third-party benefactors.
8. Funds from other sources authorized by the City Council, the former City of Ukiah Redevelopment Agency, and the voters.

C. Management of Ukiah Housing Trust Fund

The Ukiah Housing Trust Fund shall be a special revenue fund type or other fund type and category as determined appropriate by the City's Finance Director. Its activities are implemented by the Housing Division of the City's Community Development Department. The Community Development Director shall serve as Administrator of the UHTF. In accordance with Ukiah City Code and financial management and budget policies, the City's Finance Director, or designee, in coordination with the UHTF Administrator shall be responsible for the disbursement of UHTF funds and collection of UHTF revenues, maintaining financial records for the UHTF, and maintaining and managing a separate account or accounts for the UHTF.

D. Affordable Housing Advisory Committee

The City of Ukiah's Affordable Housing Advisory Committee (AHAC) provides a way for residents who have special experience or interest in affordable housing to participate in the City's decision-making process by making recommendations to Staff on housing issues. Appointed by the UHTF Administrator in conjunction with the City Manager's Office, the AHAC shall include at least five (5) but no more than nine (9) individuals. Committee members must reside within the 95482 zip code and/or have experience

developing affordable housing within the City and be able to attend a minimum number of meetings.

II. DEFINITIONS

A. **Affordable Housing:** housing that is affordable to households with gross incomes determined to be at or below the limit for "low-income," as defined by the U.S. Department of Housing and Urban Development (HUD). See B3 below.

B. **Area Median Income or "AMI:"** established for metropolitan areas or non-metropolitan counties by the U.S. Department of Housing and Urban Development, pursuant to 42 U.S.C. Chapter 1437 et seq., to establish local income classification levels. These classifications are also used in California housing law with respect to income eligibility limits. For current income limits, please refer to this web address: https://www.huduser.gov/portal/datasets/il.html.[1] Income designations, along with descriptions, are below.

1. **Extremely-Low Income Household:** a household having an income not exceeding thirty percent (30%) of AMI adjusted for household size and as defined by the U.S. Department of Housing and Urban Development.
2. **Very Low-Income Household**: A household having an income not exceeding fifty (50%) percent of AMI adjusted for household size and as defined by the U.S. Department of Housing and Urban Development.
3. **Low-Income Household**: a household having an income not exceeding eighty (80%) percent of the AMI adjusted for household size and as defined by the U.S. Department of Housing and Urban Development. [2]
4. **Moderate-income Household**: a household having an income not exceeding one hundred twenty percent (120%) of the AMI adjusted for household size and as defined by the U.S. Department of Housing and Urban Development. Households with income between 80% and 120% of AMI are considered "moderate income." [3]

III. Establishment of Ukiah Housing Trust Fund

By a unanimous vote on October 18, 2017, the Ukiah City Council established a special revenue fund type under the name of "Ukiah Housing Trust Fund" to serve as a mechanism in support of City housing activities as part of a strategy to work with the development community in producing much needed affordable housing for low- and moderate-income Ukiah residents.

A. **Notices of Funding Availability**

When the accumulated total of all non-Federal funds reaches $250,000 or greater, excluding any funds set aside for the Community Development Department's administration and monitoring activities, the Housing Division of the Community Development Department shall release a Notice of Funding Availability (NOFA). At a minimum, the NOFA will outline eligible activities, amount of funding available, evaluation criteria, and any community objectives for that funding period.

[1] City of Ukiah falls within the Mendocino County non-metropolitan area.
[2] Most HUD-sponsored programs have income limits at 80% AMI.
[3] Up to 120% AMI was the income limit for affordable housing built with redevelopment funds.

B. **Project Selection**
Except for loan applications for activities described in section IV.A. Parts 6 and 7 below, applications for UHTF assistance will only be accepted during specified funding cycles. However, except for pre-development proposals, all applications, regardless of whether received through an RFP, or through an open Notice of Funding Availability (funding cycle), shall be subject to an Evaluation Process. There will be a maximum of two (2) such funding cycles annually. The total funding cycle should be completed in approximately 4 months. The purpose of the funding cycles is to enhance the City's ability to choose projects that will maximize the use of UHTF resources and the City's ability to meet its General Plan housing goals. The City shall be under no obligation to fund projects. Projects rejected during one funding cycle may be resubmitted and reconsidered in a later funding cycle.

C. **Department Administration and Monitoring**
Excluding any specific activity delivery or administration funding through the U.S. Department of Housing and Urban Development and the State Department of Housing and Community Development, specifically related to Federal and State funding sources not affiliated with the former Ukiah Redevelopment Agency, the City of Ukiah Department of Community Development's Housing Division may, in each fiscal year, spend up to the greater of $200,000 or 2%, of the combined value of land and loans and grants receivable for program administration and to monitor and preserve the affordability of units with affordability covenants.[4]

D. **Committed Use of UHTF**
All resources remaining in the UHTF at the end of any fiscal year, whether or not expended by the City, shall remain UHTF and classified as committed fund balance or other classification as determined appropriate by the Finance Director.

IV. DISTRIBUTION AND USE OF UKIAH HOUSING TRUST FUND ASSETS

In accordance with all City codes, regulations, policies, and any other relevant state or federal statutes and regulations, distributions may be made to private or public, for-profit, or not-for-profit entities in the form of funding awards. Such awards will usually be in the form of below market long-term loans. In specific situations, and as described in Notices of Funding Availability, a limited number of grants may be available. Distributions may also be made to individuals in the form of below market loans, and in limited circumstances, grants.

A. **Project Types**
Types of projects in which UHTF funding will be awarded includes, but may not be limited to, the following:
1. Creation of new affordable units;
2. Purchase of vacant and underutilized land (land assembly) for the purpose of facilitating future affordable housing production;
3. Assistance with multi-family housing rehabilitation projects;
4. Conversion of market rate units to affordable housing units;
5. Preservation of existing affordable housing;
6. Construction of accessory dwelling units;
7. First time homebuyer loans;

[4] This section on administration and monitoring is taken from requirements for redevelopment housing successor agencies outlined in SB 341.

8. Single-family housing rehabilitation loans; and
9. Predevelopment assistance to non-profit and for-profit developers with project feasibility and preliminary design studies for potential affordable housing projects.

B. **Funding Priorities**
Priority in all distributions shall be given first to housing projects that guarantee the perpetual affordability of such housing, and second, to housing projects that guarantee a term of affordability of greater than 15 years together with eventual recapture of the UHTF investment.

C. **UHTF Income Group Priorities**
Subject to City Council amendment and future community objectives, and excluding State and Federal funding sources, the following income group priorities shall serve as guidelines for Notices of Funding Availability:
1. Extremely low-income (below 30% of area median income): Target 30% of UHTF funds.
2. Very low-income (30% to 50% of area median income): Target 25% of UHTF funds.
3. Low-income (50% to 80% of area median income): Target 15% of UHTF funds.
4. Moderate-income (80% to 120% of area median income): Target 15% of UHTF funds.
5. Contingency: Target 15% of UHTF funds. These funds can be allocated to provide for any of the identified categories above.

V. ANNUAL EVALUATION AND REPORTING

After the end of each fiscal year or as soon as reasonably expected thereafter, the Administrator will report to the City Council on the status and performance of the UHTF. The report shall include:

A. **Annual Evaluation**
1. A general evaluation of the use of the UHTF and its effectiveness at meeting stated objectives and General Plan Housing Element goals; and
2. The degree to which funded projects have helped meet the City's housing needs.

B. **Performance Report**
1. A summary statement of all UHTF activity, including a summary of uses;
2. The total amount of state, federal and private funds leveraged;
3. The number of units assisted with UHTF funds, broken down by household income categories;
4. The per unit expenditure amount for the UHTF and by project;
5. The monthly rent of UHTF-assisted units or the sales prices of homeownership units;

CITY OF UKIAH HOUSING STRATEGY
OVERVIEW

The City of Ukiah will develop programs and tools designed to stimulate the Ukiah housing market. Through a two-part strategy, the City will deploy new funding, analyze zoning policy for regulatory relief, and continue the utilization of successful incentives to encourage additional housing production for affordable ("low- and moderate-income") and middle-income households. Key components of this strategy are presented below.

1. **Affordable Housing Strategy**
   Ukiah's affordable housing strategy is targeted at households with incomes of no more than 80% of Area Median Income. Central to this strategy is the creation of a housing trust and revolving loan fund- the Ukiah Housing Trust Fund.

Picture of Sun House Senior Apartments – PEP Housing, October 2017

A. Ukiah Housing Trust Fund (UHTF)
   The UHTF will serve as the umbrella for all affordable housing activities, including new and existing housing grants and programs. This provides a centralized and recognizable resource for participating households and affordable housing developers.

   Principal funding for the UHTF and its corresponding revolving loan fund is derived from former Redevelopment Agency housing bond proceeds. A majority of this funding is expected to be awarded to affordable housing developers in the form of below market interest rate loans and grants towards the production of housing units. Federal and state programs operated through the UHTF will largely focus on individual households.

B. Activities Funded by the UHTF
   Activities funded are expected to include, but may not be limited to, the following:
   1. Creation of new affordable units;
   2. Purchase of vacant and underutilized land (land assembly) for the purpose of facilitating future affordable housing production

3. Assistance with multi-family housing rehabilitation projects;
4. Conversion of market rate units to affordable housing units;
5. Preservation of existing affordable housing;
6. Construction of accessory dwelling units;
7. First time homebuyer loans;
8. Single-family housing rehabilitation loans; and
9. Predevelopment assistance to non-profit and for-profit developers with project feasibility and preliminary design studies for potential affordable housing projects.

C. UHTF Guidelines and Deployment Allocations
Prior to the launching of the new Housing Trust Fund, Staff will develop UHTF guidelines for City Council review and approval. Included will be recommended deployment allocations for each of the major activities of the UHTF.

D. Marketing and Engagement
Housing Division Staff will design a marketing and engagement approach aligned with existing *Visit Ukiah* and other City of Ukiah marketing strategies. The approach is expected to include the development of marketing materials like informational flyers and handouts and the creation of a new Housing Division webpage. It is anticipated that existing Community Development and Planning Department webpages will be updated during the drafting of the new Housing Division webpage so that Department programs and resources are more synergized.

Included in the marketing and engagement strategy will be a highlight of existing incentives and tools such as the Fee Deferral Program, Title 24 Rebate Program and other energy rebates available to developers.

2. Middle-Income Housing Strategy
Ukiah's Middle-Income Strategy seeks to remove impediments to housing development through regulatory relief and innovative zoning practices.

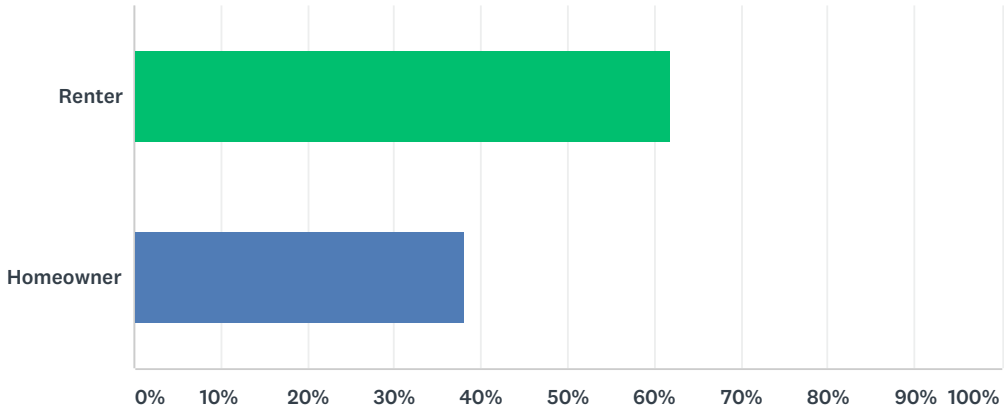
A. Regulatory Relief Analysis
Staff will investigate zoning ordinances and Ukiah City Code for possible relief and present a report with recommendations to Council. Specific areas of analysis will include the following:
- By-right residential uses in other zoning districts
- Reduction of parking and setback requirements
- Development of an offsite mitigation bank for Low Impact Development (LID)

B. Community Benefit Zoning
This is perhaps the most experimental approach in the City's Housing Strategy. Staff will research possible regulations and policies to establish incentive-based zoning towards encouraging additional housing opportunities affordable to middle income households. A report of findings, with recommendations, will be presented to the Planning Commission for input prior to being presented to City Council. Included will be a short feasibility analysis into utilization of a Neighborhood Pilot Program and Middle Income Citizen Advisory Board.

Attachment 3

Q1 Are you a renter or homeowner?

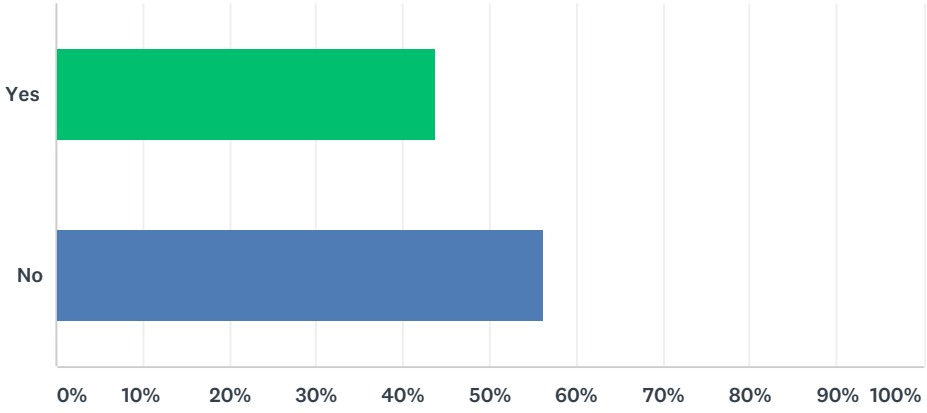
Answered: 381 Skipped: 1



ANSWER CHOICES	RESPONSES	
Renter	61.94%	236
Homeowner	38.06%	145
TOTAL		381

Q2 Are you actively looking for housing?

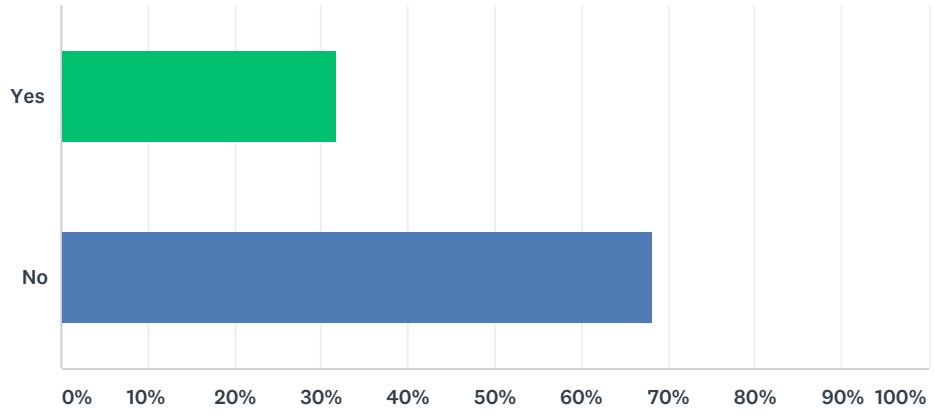
Answered: 382 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	43.72%	167
No	56.28%	215
TOTAL		382

Q3 Are you satisfied with your current housing options?

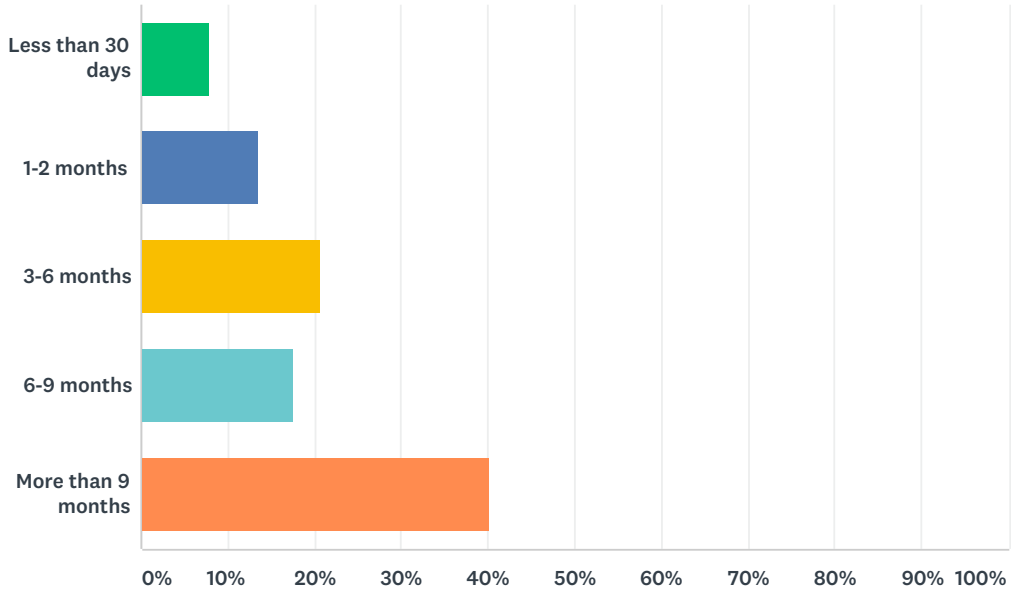
Answered: 380 Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes	31.84%	121
No	68.16%	259
TOTAL		380

Q4 If you purchased a home or started renting a unit in Ukiah within the last year, how much time did it take you to find the housing unit in which you currently reside?

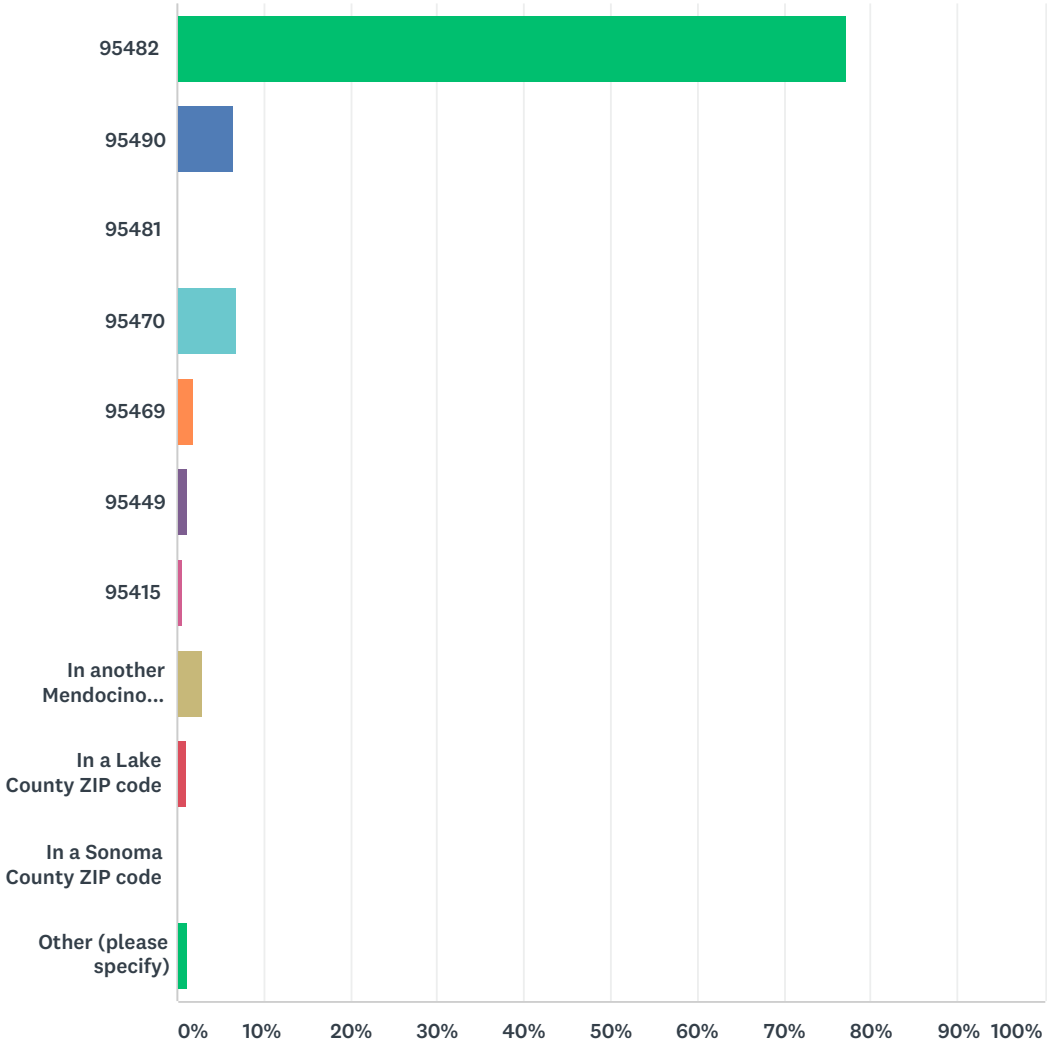
Answered: 279 Skipped: 103



ANSWER CHOICES	RESPONSES	
Less than 30 days	7.89%	22
1-2 months	13.62%	38
3-6 months	20.79%	58
6-9 months	17.56%	49
More than 9 months	40.14%	112
TOTAL		279

Q5 In what ZIP code is your residence located?

Answered: 380 Skipped: 2



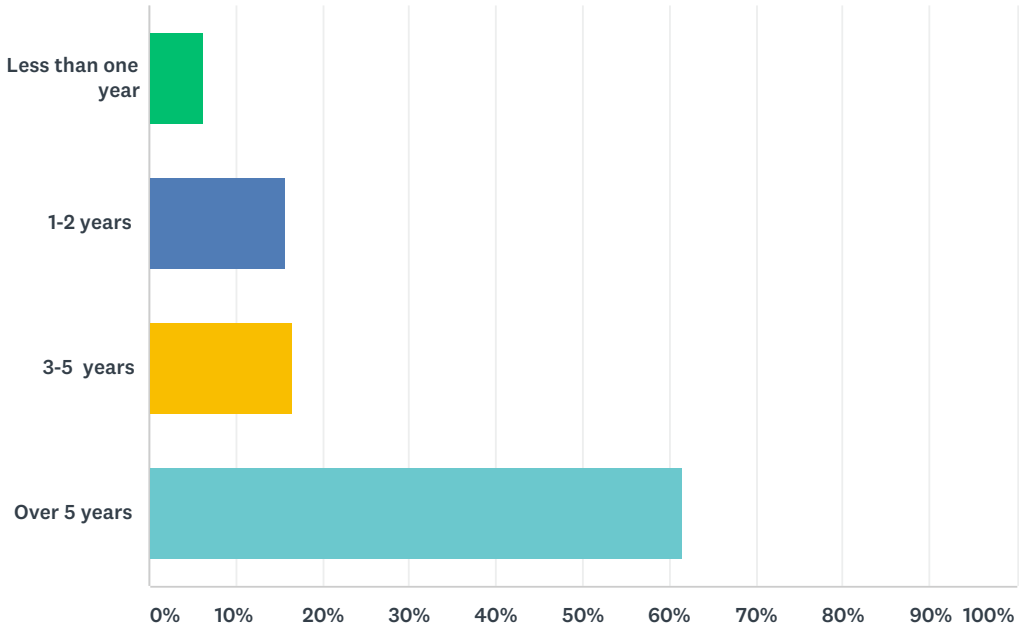
ANSWER CHOICES	RESPONSES	
95482	77.11%	293
95490	6.58%	25
95481	0.26%	1
95470	6.84%	26
95469	1.84%	7
95449	1.32%	5
95415	0.53%	2
In another Mendocino County ZIP code	2.89%	11
In a Lake County ZIP code	1.05%	4
In a Sonoma County ZIP code	0.26%	1

16

Other (please specify)	1.32%	5
TOTAL		380

Q6 About how long have you resided in your current ZIP code?

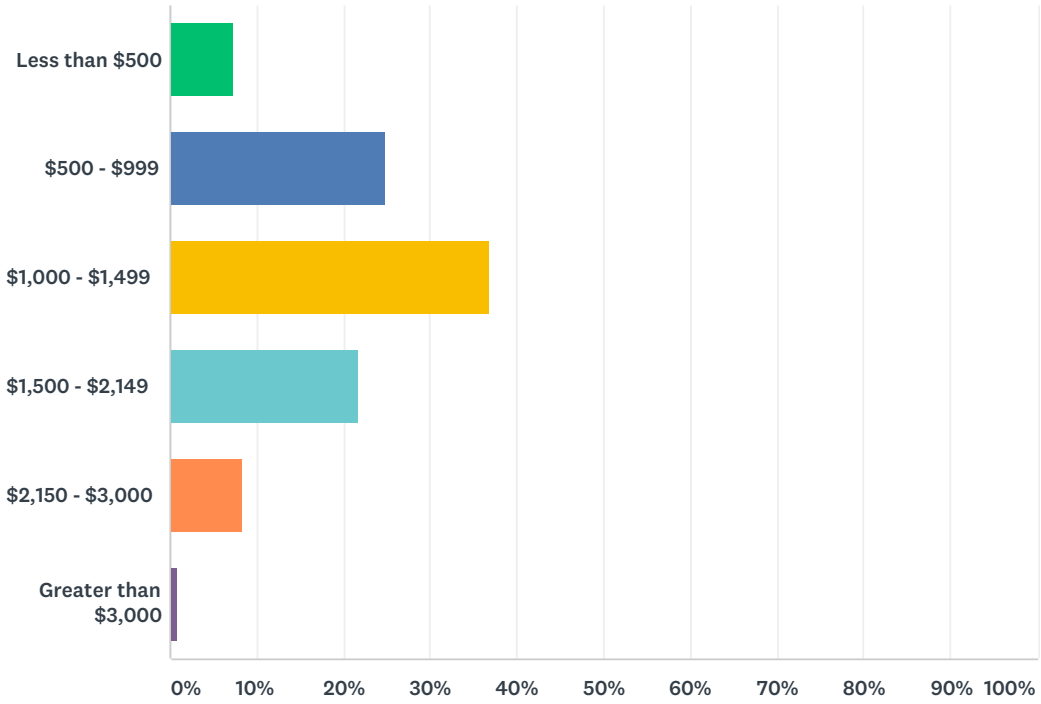
Answered: 382 Skipped: 0



ANSWER CHOICES	RESPONSES	
Less than one year	6.28%	24
1-2 years	15.71%	60
3-5 years	16.49%	63
Over 5 years	61.52%	235
TOTAL		382

Q7 What is your current rental payment or mortgage payment?

Answered: 378 Skipped: 4

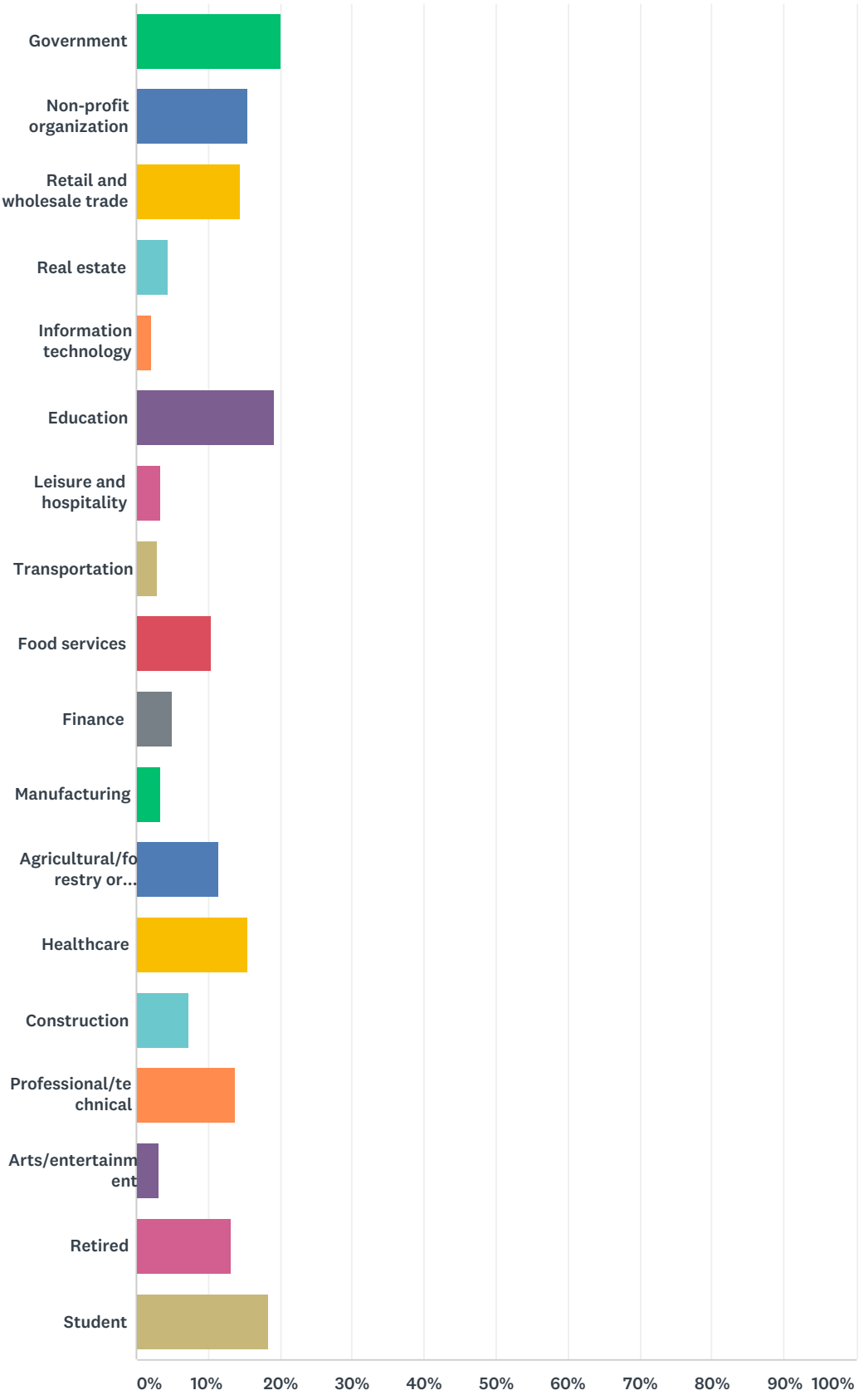


ANSWER CHOICES	RESPONSES	
Less than $500	7.41%	28
$500 - $999	24.87%	94
$1,000 - $1,499	36.77%	139
$1,500 - $2,149	21.69%	82
$2,150 - $3,000	8.47%	32
Greater than $3,000	0.79%	3
TOTAL		378

Q8 In which of the following sectors are members of your household employed? Please mark all that apply.

Answered: 379 Skipped: 3

20



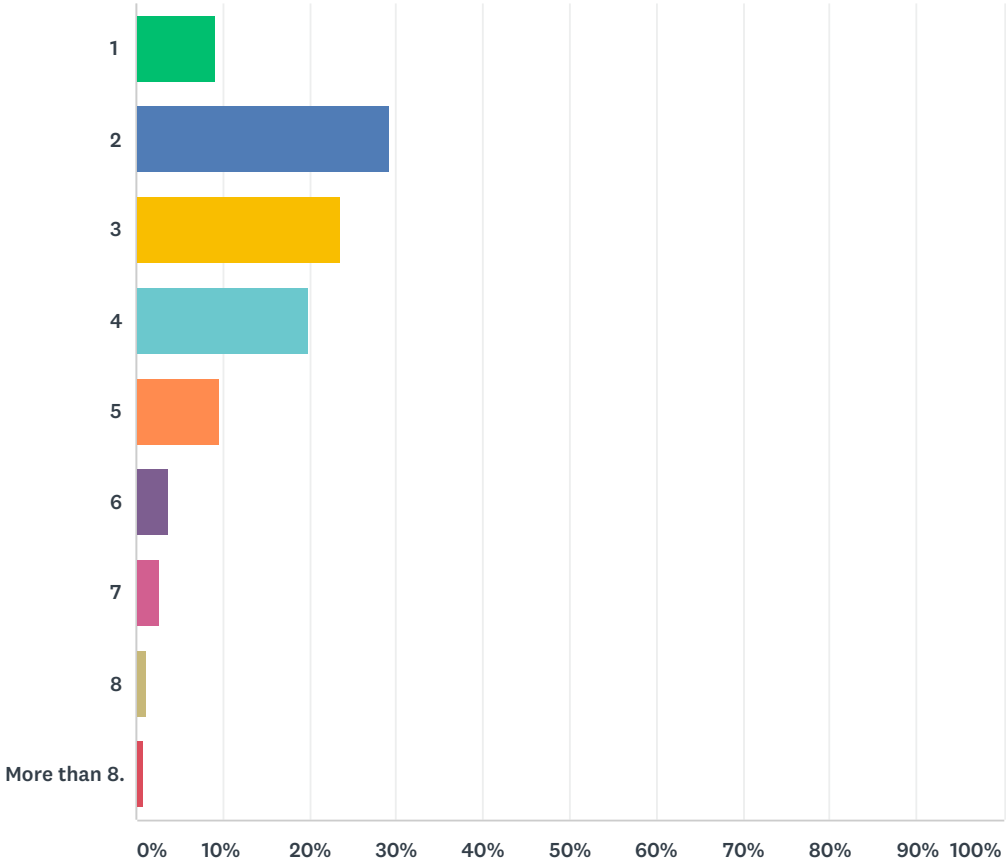
ANSWER CHOICES	RESPONSES	
Government	20.05%	76

21

Non-profit organization	15.57%	59
Retail and wholesale trade	14.51%	55
Real estate	4.49%	17
Information technology	2.11%	8
Education	19.26%	73
Leisure and hospitality	3.43%	13
Transportation	2.90%	11
Food services	10.55%	40
Finance	5.01%	19
Manufacturing	3.43%	13
Agricultural/forestry or natural resources	11.61%	44
Healthcare	15.57%	59
Construction	7.39%	28
Professional/technical	13.72%	52
Arts/entertainment	3.17%	12
Retired	13.19%	50
Student	18.47%	70
Total Respondents: 379		

Q9 How many people are in your household?

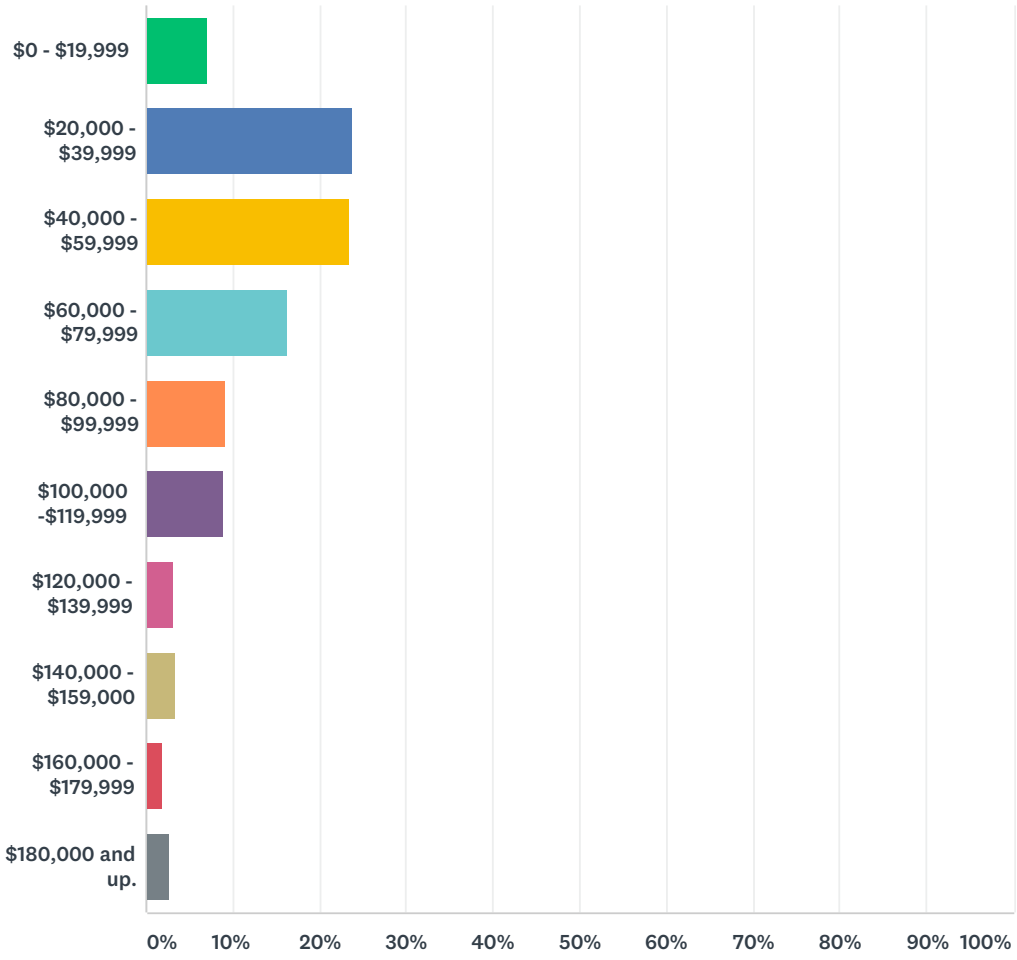
Answered: 382 Skipped: 0



ANSWER CHOICES	RESPONSES	
1	9.16%	35
2	29.32%	112
3	23.56%	90
4	19.90%	76
5	9.69%	37
6	3.66%	14
7	2.62%	10
8	1.31%	5
More than 8.	0.79%	3
TOTAL		382

Q10 What is your household's approximate annual income before taxes?

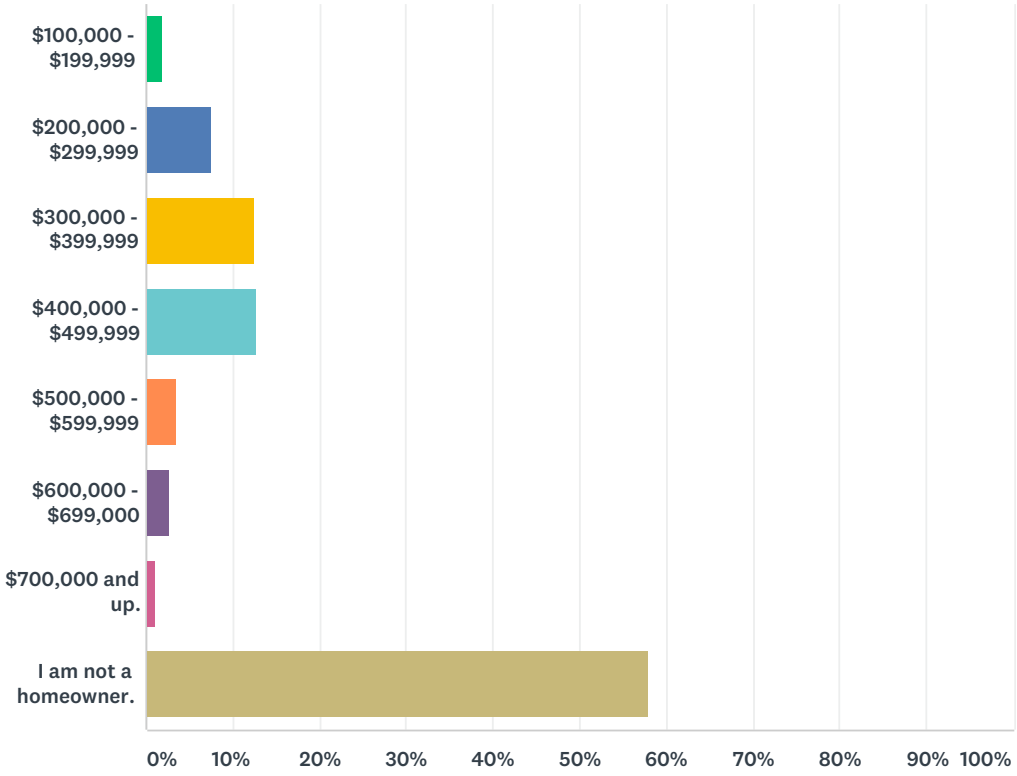
Answered: 379 Skipped: 3



ANSWER CHOICES	RESPONSES	
$0 - $19,999	7.12%	27
$20,000 - $39,999	23.75%	90
$40,000 - $59,999	23.48%	89
$60,000 - $79,999	16.36%	62
$80,000 - $99,999	9.23%	35
$100,000 -$119,999	8.97%	34
$120,000 - $139,999	3.17%	12
$140,000 - $159,000	3.43%	13
$160,000 - $179,999	1.85%	7
$180,000 and up.	2.64%	10
TOTAL	379	

Q11 If you are a homeowner, what price do you think your house would sell for?

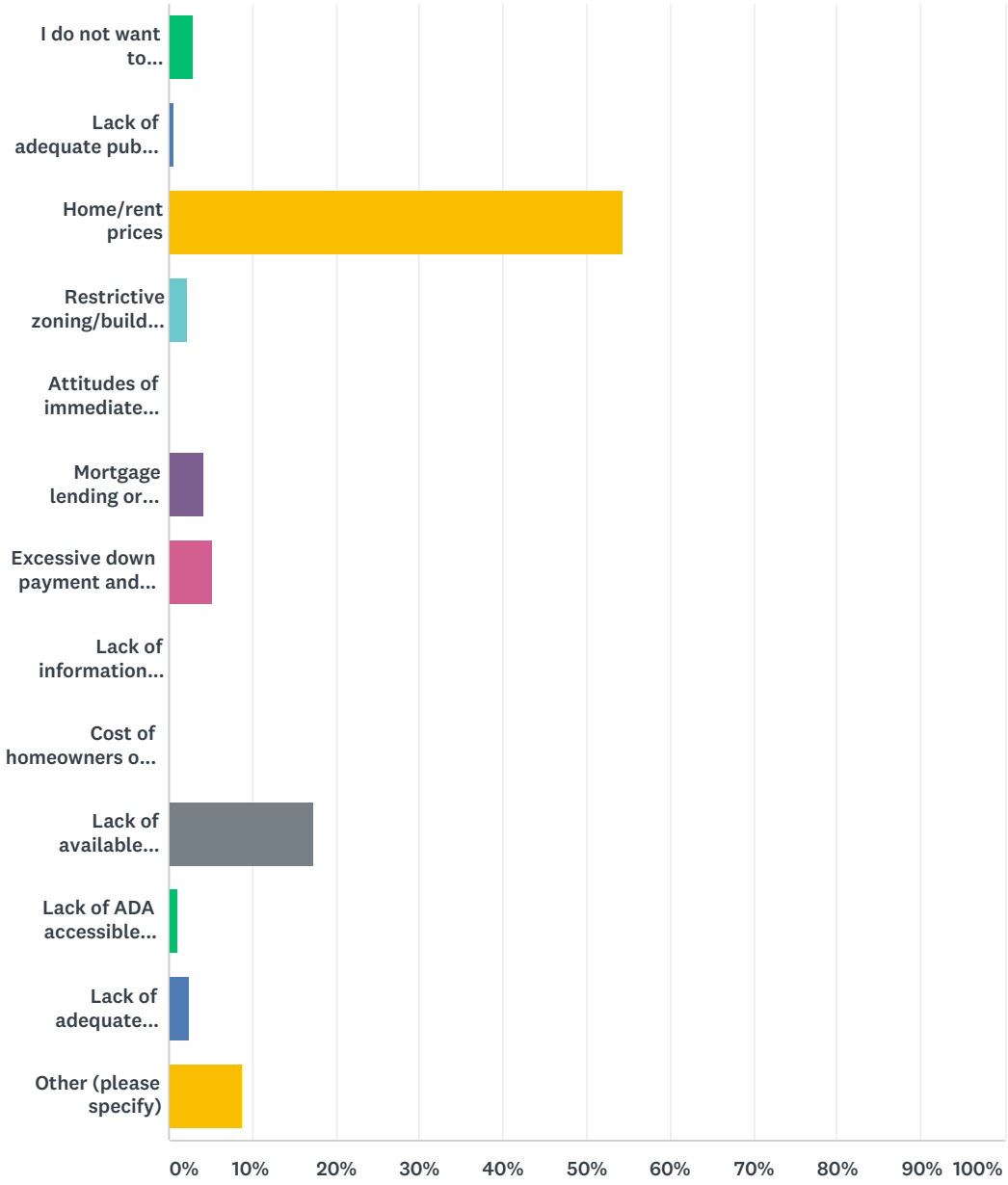
Answered: 369 Skipped: 13



ANSWER CHOICES	RESPONSES	
$100,000 - $199,999	1.90%	7
$200,000 - $299,999	7.59%	28
$300,000 - $399,999	12.47%	46
$400,000 - $499,999	12.74%	47
$500,000 - $599,999	3.52%	13
$600,000 - $699,000	2.71%	10
$700,000 and up.	1.08%	4
I am not a homeowner.	57.99%	214
TOTAL		369

Q12 What is the #1 issue or barrier with obtaining suitable housing for your household?

Answered: 364 Skipped: 18



ANSWER CHOICES	RESPONSES	
I do not want to purchase/rent a home in Ukiah.	3.02%	11
Lack of adequate public transportation	0.55%	2
Home/rent prices	54.40%	198
Restrictive zoning/building codes	2.20%	8
Attitudes of immediate neighbors	0.27%	1

Mortgage lending or rental application requirements	4.12%	15
Excessive down payment and upfront costs	5.22%	19
Lack of information about homeowner/renter responsibilities	0.27%	1
Cost of homeowners or renters insurance	0.27%	1
Lack of available housing inventory	17.31%	63
Lack of ADA accessible housing	1.10%	4
Lack of adequate employment	2.47%	9
Other (please specify)	8.79%	32
TOTAL		364

City of Ukiah
Community Development Department

Housing Services Division
300 Seminary Avenue
Ukiah, CA 95482
Ph: (707) 463-6219
Email: housing@cityofukiah.com

January 2, 2018

Notice of Funding Availability
And
Application

January 2018 Housing Trust Fund NOFA

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT

CITY OF UKIAH
Notice of Funding Availability (NOFA)
Housing Trust Fund Program
January 2, 2018

On behalf of the City of Ukiah, the Community Development Department is pleased to announce the availability of at least $500,000 to assist in the creation, rehabilitation, and preservation of affordable housing. This is the first NOFA released through the City's Housing Trust fund, and the City expects to release a second NOFA in July or August. Additional funding may be available for proposals received under this NOFA that meet the requirements of other funding sources. Awards of funding will be provided as loans.

Affordable housing projects receiving funding from the Housing Trust Fund must be affordable to those earning at or less than 80% of the area median family income. Affordability must be provided by the imposition of rent or resale restrictions recorded with a 55-year affordability covenant. Certain programs like HOME may have additional restrictions.

Projects that apply to the NOFA will be ranked based on scoring criteria in this NOFA. Working with a new committee being formed to advise staff on housing trust fund activities, staff will request the City Council approve the ranked list of projects and a total amount of funds to be awarded. Top ranking projects will be awarded from current fiscal year funds and subsequent projects from next fiscal year funds.

City loans are provided for new construction of affordable rental and homeownership projects, rehabilitation, redevelopment of underutilized land and buildings, and construction of accessory dwelling units. City loans are intended to partially fill the gap between development costs and financing available from private and other public sources. Applicants are expected to pursue funding from all available sources.

Interested applicants should complete the attached Ukiah Housing Trust Fund (UHTF) application. **Completed applications are due Friday, February 16 at 4:00 P.M. and can be mailed or hand-delivered to the following address:**

Housing Trust Fund Program
Community Development Department
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

Questions regarding this NOFA should be addressed to Craig Schlatter, Community Development Director, at cschlatter@cityofukiah.com or 707-463-6219.

Please visit the City's web site at www.cityofukiah.com for more information and updates on the Housing Trust Fund Program. Navigate from the home page to "City Hall » City Departments » Community Development » Housing Services Division" and scroll to the Housing Trust Fund Program.

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT

Scoring Criteria

Complete applications will be scored in the following categories. Maximum points in each category are noted. Some categories are not applicable for certain types of projects.

	Rental	Ownership	Self-Score
1. Financial Characteristics	**55**	**55**	
A. Leveraging	25	25	
B. Funding Commitments	30	30	
2. Target Population and Project Attributes*	**35**	**35**	
A. Income targeting	10	15	
B. Unit size	5	10	
C. Units for people with special needs	10	5	
D. Units for homeless	10	5	
3. Developer Experience and Capacity	**40**	**40**	
A. Overall affordable housing experience	20	20	
B. Experience developing housing in Ukiah	5	5	
C. Developer team experience	15	15	
4. Readiness	**20**	**20**	
A. Site control	5	10	
B. Development entitlements secured	5	5	
C. Pre-development meeting held with City staff	10	5	
5. Bonus Points	**50**	**50**	
A. Construction of new affordable housing units, 2/3 of which are affordable to households with incomes at or less than 60% AMI	15	15	
B. Use of energy efficiency, net-zero, or other sustainable/green features above Title 24	5	5	
C. Utilization of other funding sources in addition to Housing Trust Fund	10	10	
D. Conversion of underutilized land and/or buildings to affordable housing	10	10	
E. Healthy community components	5	5	
F. Connectivity with existing or proposed pedestrian/bicycle paths and trails	5	5	
Total Possible Points	**200**	**200**	

*For Scoring Criterion #2- Target Populations and Project Attributes, applicants are encouraged to review the City of Ukiah's General Plan Housing Element, located on the City's website: www.cityofukiah.com. Please navigate from the City's home page to "*City Hall » City Departments » Community Development » Documents and Maps" and scroll through the General Plan to the Housing Element.*

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT

General Loan Terms

If loan terms other than those listed below are sought for a project, this must be explicitly stated in the cover letter and a separate explanation provided in the application. Such requests are granted at the sole discretion of the City.

Loan Terms

Loans for rental and homeownership projects are typically provided at a simple interest rate of zero to three percent (0-3%) per annum, for a term of fifty-five (55) years. Payments of interest and principal will be due from excess cash flow from operations after payment of operating costs, senior debt, reserves, and deferred developer fee. To the extent payments cannot be made, they may be deferred for the term of the loan. All loans are due on sale, refinancing, transfer (except to a related entity, such as a limited partnership, subject to City approval) or at the end of the fifty-five (55) year term.

City loans will be evidenced by a promissory note secured by a deed of trust on the project. A loan agreement will specify all development obligations. Post-occupancy use restrictions will be enforced through a regulatory agreement recorded against the project – including both the land and the improvements. The minimum term for affordability restrictions is 55 years.

Timeline of City Commitments

City financing commitments are made for 24 months from date of City Council approval. All other sources of funds must be committed within that time frame. A one-year extension can be requested with sufficient justification. If the extension period elapses without the commitment of full project financing, the City funding commitment will be revoked and the project must re-compete for funds through the NOFA. Further extensions will only be granted in extraordinary circumstances. The inability to meet a project schedule may also result in negative points for future NOFA applications.

Projects funded with HOME must complete construction within four years of signing a written agreement with the City. All projects are subject to state prevailing wage requirements, and HOME and CDBG-funded projects are subject to federal prevailing wages.

For homeownership projects, any unit that does not have an executed purchase contract with an eligible homebuyer within nine months of construction completion must be converted to a HOME rental unit that complies with all HOME requirements.

Scoring – Bonus Points

Given the limited supply of affordable housing, the City will be prioritizing projects in this first NOFA that produce additional housing units. Additional bonus points can be attained by the applicant for the following activities:

- Use energy efficiency, net-zero, or other “sustainable/green” features above Title 24;
- Utilize other sources of funding in addition to housing trust funds;
- Convert underutilized land and/or buildings to affordable housing;
- Incorporate healthy community components into design – i.e. common areas, open space, community rooms, community gardens, etc.;
- Connect the project with existing or proposed pedestrian/bicycle paths and trails.

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT

Application for Funding
January 2018 Ukiah Housing Trust Fund

Project Name: _____

Project Location: _____

Amount of Loan Requested: _____

Please check the programs and incentives your organization is applying for:

_____ Low and Moderate Income Housing Asset Fund (LMIHAF)

_____ Home Investment Partnerships Program (HOME)

_____ Community Development Block Grant (CDBG)

_____ City of Ukiah Fee Deferral Program
Please see Exhibit A for information about this program.

_____ City of Ukiah Electric Utility Rebate
For more information on this program, please contact the City of Ukiah Electric Utility Department at (707) 467-5711.

Please note: funding for the January 2018 NOFA is only available through the LMIHAF. As other funding programs become available, the City will reach out regarding your interest as indicated above.

1. APPLICANT INFORMATION

Organization: _____

Address: _____

_____

Contact Person: _____

Email: _____

Phone: _____ Fax: _____

2. APPLICANT BACKGROUND AND EXPERIENCE

Legal Status

__ General Partnership __ Individual __ Limited Partnership
__ Corporation __ Nonprofit Organization
__ Local Government __ Joint Venture __ Other (please specify)

Date of Incorporation: _____

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT

Status of Organization
__ Currently Exists
__ To be formed, estimated date: _____

__ Federal Tax I.D. Number: _____

Developer Type
__ Nonprofit __ For Profit __ Joint Venture

Housing Experience
Please complete the below chart. Attach additional pages as necessary.

Project Name/Brief Description	Address	# of Units	New Construction/ Rehab/Other	Funding Source(s)	Year Completed

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT

3. SITE INFORMATION

Current Site Use:

☐ *Residential*: Number of Units_____

☐ *Commercial*: ☐ Vacant ☐ Occupied _____# of Bldgs. _____Sq. Ft.

If occupied, briefly describe uses:_____

_____

_____

☐ *Industrial*: ☐ Vacant ☐ Occupied _____# of Bldgs. _____ Sq. Ft.

If occupied, briefly describe uses:

_____

_____

☐ *Parking Lot*: ☐ In Use ☐ Not In Use _____# of Parking Spaces

☐ *Vacant Lot*

Site Control (if applicable):

Does applicant have site under option or purchase contract?_____

When does option or purchase contract expire?_____

Purchase price of site $_____

Are on and/or off-site improvements needed? If yes, give details._____

_____

_____

_____

_____

Please note: applicants not having site control should be able to attain this within six months of an award of funding.

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT

4. PROPOSED PROJECT

Project Name: _____

Proposed address and/or APN for Project: _____

_____

Target Population:		Type of Project:	
Elderly	_____	New Construction	_____
Disabled	_____	Acquisition/Conversion	_____
Family	_____	Rehabilitation	_____
Other (specify)	_____	Preservation	_____

Estimated date of project completion:_____

Number of Stories _____ Elevator? Yes_____ No_____

Number of Units by bedroom size and square footage:

_____	SRO at	_____	SF each	_____	3 BR at	_____	SF each
_____	0 BR at	_____	SF each	_____	4 BR at	_____	SF each
_____	1 BR at	_____	SF each				
_____	2 BR at	_____	SF each				

Total Units _____

Other special features and Amenities:

_____

_____

Please feel free to attach additional pages to describe the proposed project.

5. BONUS POINTS

Please check all of the following the project will incorporate:

_____ Construction of new affordable housing units, 2/3 of which are affordable to households with incomes at or less than 60% Area Median Income

_____ Use of energy efficiency, net-zero, or other “sustainable/green” features

_____ Utilization of funding sources in addition to UHTF

_____ Conversion of underutilized land and/or buildings to affordable housing

_____ Healthy community components – common areas, open spaces, etc.

_____ Project connectivity with existing pedestrian/bicycle paths and trails

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT

ADDITIONAL REQUIRED DOCUMENTATION

The following documents must be attached to the application, as applicable:

• Narrative Description of Site and Proposed Development	• Site Plan
• Developer Experience and Capacity Documentation	• Preliminary Title Report
• Articles of Incorporation, Bylaws, Tax Exempt Determination from I.R.S., List of Board Members, Corporate Borrowing Resolution	• Evidence of Site Control
• Environmental Assessment	• Insurance
• Planning and zoning information	• Community Acceptance Plan
• Appraisal	• Budget (Sources and Uses)
• Rent Roll	• Development Pro Forma, showing developer fees
• Financial Statements	• Location Map of Proposed Site

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT

BORROWER'S CERTIFICATION

Applicant hereby certifies that it has read and understands the regulations governing the Ukiah Housing Trust Fund Loan Program, that it agrees to abide by such regulations, and that violations of these regulations shall constitute grounds for cancellation of any commitment or loan. Applicant hereby certifies that the information submitted in the Loan Application and any supporting materials is true, accurate, and complete to the best of its knowledge. Applicant acknowledges and understands that if facts and/or information herein are found to be misrepresented, it shall constitute grounds for the default of the Ukiah Housing Trust Fund Loan for which application is being made.

_____ _____
Signature Date

_____ _____
Signature Date

ORDINANCE NO. 1189

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING VARIOUS SECTIONS OF CHAPTER 2, DIVISION 9 OF THE UKIAH CITY CODE TO SET FORTH IN GREATER DETAIL THE PROCEDURE FOR CALCULATING RESIDENTIAL DENSITY.

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

SECTION 1 – FINDINGS

The City Council finds:

1. The current City Code does not describe with sufficient specificity whether the calculation of residential density on a given parcel should include, as part of the area of the parcel, adjacent public rights of way such as bounding streets.

2. Measuring the area of a given parcel to the centerline of streets or other public rights of way which are contiguous to the property lines of the parcel for the purpose of calculating residential density is consistent with the applicable provisions of the General Plan for the City of Ukiah.

SECTION TWO.

1. Section 9030 in Article 4 of Chapter 2 in Division 9 of the Ukiah City Code, is hereby amended to read as follows:

§9030 PURPOSE AND INTENT

The medium density residential zoning district is intended to provide land area and opportunities for a range of densities and a variety of housing types, including townhomes, multiple-family residential development, and duplexes. The maximum density is one to fourteen (14) dwelling units per acre of land. The R-2 district is also intended to provide for a compatible mix of medium density residential, educational, religious, quasi-medical, and small professional office land uses. The R-2 zoning district is consistent with the MDR (medium density residential) general plan land use designation.

2. Section 9224.12 in Article 18 of Chapter 2 in Division 9 of the Ukiah City Code, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9224.12 MIXED-USE PROJECTS

***

D. Maximum Density: When residential units are combined with office or retail commercial uses in a single building or on the same site, the maximum density allowed by the applicable General Plan land use designation and zoning district shall be calculated on the basis of the total area of the parcel. When calculating density for a particular parcel, City staff shall use the parcel area measured to the center line of streets or other public rights of way such as easements or other dedications for public purposes which are contiguous to the property lines of the parcel.

3. Section 9225.2, Table 4 is amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§9225.2 APPLICABILITY

* * *

Table 4: Site Development Standards

STANDARDS (1)	**GENERAL URBAN GU**	**URBAN CENTER UC**	**DOWNTOWN CORE DC**	**MODIFICATION TO STANDARD (2)**
RESIDENTIAL DENSITY (Also Subject to Airport Zone Restrictions) (3)				
Minimum	10 units/ acre	15 units/acre	15 units/acre	Major Exception
Maximum (4)	28 units/acre	28 units/acre	28 units/acre	Major Exception

4. Section 9278 in Article 21 of Chapter 2 in Division 9, Chapter 2 of the Ukiah City Code, is hereby amended to read as follows (unchanged text is omitted and is shown by "* * *"):

§ 9278 DEFINITIONS

* * *

DENSITY: The number of dwelling units per acre. When calculating density for a particular parcel, City staff shall use the parcel area measured to the center line of streets or other public rights of way such as easements or other dedications for public purposes which are contiguous to the property lines of the parcel.

* * *

SECTION THREE.

1. Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Ukiah hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

2. 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.

3. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on April 18, 2018, by the following roll call vote:

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

Adopted on May 2, 2018, by the following roll call vote:

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

Kevin Doble, Mayor

ATTEST:

Kristine Lawler, City Clerk

Agenda Item No.: 12d

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-436-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Award Contract for Smith Street Rehabilitation Project, Specification No. 15-12 and Approve (if necessary) a Corresponding Budget Amendment.

DEPARTMENT: Public Works **PREPARED BY:** Rick Seanor

ATTACHMENTS:

Attachment 1 - Specifications - Smith Street Rehabilitation
Attachment 2 - Plans - Smith Street Rehabilitation
Attachment 3 - Mandatory - Pre-Bid mtg sign in sheet - Smith Street Rehabilitation
Attachment 4 - Addendum No 1 - Smith Street Rehabilitation

Summary: The City Council will consider awarding the contract for the Smith Street Rehabilitation Project, Specification Number 15-12 and approve (if necessary) the corresponding budget amendment.

Background: The City is responsible for construction of a section of sidewalk on Smith Street as a result of a settlement agreement with an adjacent property owner. In order to meet ADA design requirements, the design grade of the sidewalk, curb and gutter was raised. This resulted in the need to repave the adjacent street section.

Discussion: The City publicly advertised this project on June 21 & 28, 2018, in the Ukiah Daily Journal. A copy

RECOMMENDED ACTION: Award Contract for Smith Street Rehabilitation Project, Specification No. 15-12 and Approve (if necessary) a Corresponding Budget Amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: $327,414; 12024600.80230

FINANCING SOURCE: Measure Y funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

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

Approved: Sage Sangiacomo, City Manager

of the Notice to Bidders was sent to all license class “A” contractors on the City’s 2018 Qualified Contractors List, and plans and specifications were distributed to the builder’s exchanges. In addition, the plans and specifications were posted on the City’s website. The proposed project will construct the following on a section of Smith Street between Main Street and Mason Street: new concrete curb, gutter, and sidewalk to replace existing north side frontage improvements and new asphalt concrete paving (full width) for the same street section. The specifications and plans for the project are available for review as Attachments #1 (specifications) and #2 (plans). On July 12, 2018 the City held a mandatory pre-bid meeting for this project. Only those contractors in attendance at this meeting, as indicated by Attachment #3, are eligible to submit bids. Following discussion with the contractors at this meeting, the City issued Addendum 1 (Attachment #4) which added paving, sidewalk, and two curb ramps to the project. The original engineer’s estimate of $327,414 does not include the additional work specified per Addendum 1 (Attachment #4). Sealed proposals will be received and opened by the City Clerk on July 30, 2018. A bid tabulation sheet will be provided to the City Council and the public at the meeting.

If the bid is awarded, compensation for the performance of the work will be based on unit prices bid for contract item quantities actually installed. Bid totals are based on unit prices bid for contract items at estimated quantities, and therefore, the actual total paid to the contractor may be lower or higher than the bid total indicated. As with construction projects, there may be cost overruns by reason of unforeseen work or because actual quantities installed exceed estimated quantities. Policy Resolution No. 13, authorizes the responsible Department Head, with approval of the City Manager, to issue change orders not to exceed 10 percent of the original contract sum or $5,000 whichever is greater provided that no change, when added to the original contract sum, exceeds the amount budgeted for the project.

The award will be contingent upon no bid protests being received within the bid protest period within the specifications.

ATTACHMENT 1

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS

FOR

SMITH STREET REHABILITATION PROJECT

SPECIFICATION NO. 15-12

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
300 Seminary Avenue
Ukiah, California 95482-5400

REGISTERED PROFESSIONAL ENGINEER
TIMOTHY E. ERIKSEN
62230
EXP. 7-30-19
CIVIL
STATE OF CALIFORNIA

MANDATORY PRE-BID MEETING:
10:00 am, July 12, 2018
Project Site, in front of 262 E. Smith Street, Ukiah, CA 95482

Bids Open: **July 25, 2018**
2:00 p.m.
Office of City Clerk
300 Seminary Avenue
Ukiah, California 95482

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

KEVIN DOBLE – MAYOR

MAUREEN MULHEREN - VICE MAYOR

DOUGLAS CRANE - COUNCIL MEMBER

STEVE SCALMANINI - COUNCIL MEMBER

JIM BROWN - COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – PROCUREMENT MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
JUNE 2018

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ATTACHMENT 'A' –CONTRACT DRAWINGS

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR SMITH STREET REHABILITATION PROJECT
SPECIFICATION NO. 15-12

NOTICE IS HEREBY GIVEN that sealed standard proposals for the SMITH STREET REHABILITATION PROJECT will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on Wednesday, July 25, 2018, 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 "SMITH STREET REHABILITATION PROJECT." Bids are required for the entire work described herein. No fax bids will be accepted.

ENGINEER'S ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit of Measure
1.	Mobilization	1	LS
2.	Remove Frontage Improvements	2405	SF
3.	Excavate Street Section	7030	SF
4.	Prepare Subgrade	9009	SF
5.	Geotextile Stabilization Fabric	1001	SY
6.	Class 2 Aggregate Base	615	TON
7.	Hot Mix Asphalt Street Paving	198	TON
8.	Concrete Curb and Gutter	208	LF
9.	Concrete Driveway Approach	403	SF
10.	Concrete Sidewalk	1729	SF
11.	Hot Mix Asphalt Transition Area	650	SF
12.	Remove and Replace Drop Inlet	1	EA
13.	Salvage and Reinstall Signage	1	EA
14.	Pavement Markings and Wheel Stops	1	LS

Scope of Work consists of the reconstruction of a section of East Smith Street over an area of approximately 254 linear feet in the block between Mason Street and Main Street. Work generally includes, but is not limited to, demolition, removal and reconstruction of the street aggregate base and pavement from gutter pan to gutter pan; sidewalks, curbs, gutters, and driveway apron, along the north side of the street; and demolition and construction of pavement to conform grades between the back of sidewalk and the adjacent parking lot.

A MANDATORY PRE-BID MEETING will be held at 10:00 am on July 12, 2018 at the project site – convening in front of 262 E. Smith Street, Ukiah, CA 95482.

Plans and Special Provisions may be inspected and/or copies obtained **for a non-refundable fee of $19.40**. Plans and Special Provisions may also be downloaded at no charge from the City's website at www.cityofukiah.com/purchasing. Contact Mary Horger, Procurement Manager, City of Ukiah, 300 Seminary Avenue, Ukiah, California 95482-5400. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger at (707) 463-6233 or at fax phone (707) 313-3621.

The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid by a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right, but not the obligation, to waive any irregularity or failure to strictly comply with the bidding requirements, that the City determines in the reasonable exercise of its discretion does not provide the bidder with a competitive advantage over other bidders.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 except as allowed under Labor

Code section 1771.1(a)]. The prime contractor shall be responsible for posting job site notices as prescril 11 by regulation. This project is subject to compliance monitoring and enforcement by the DIR.

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 is available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD/. The prime contractor for the work herein shall possess a current, valid State of California, Class A (General Engineering) Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California.

Dated: 6/18/18

Kristine Lawler

Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES: June 21, 2018 and June 28, 2018

INSTRUCTIONS TO BIDDERS

Smith Street Rehabilitation Project shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the City of Ukiah amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said City. Said check shall be forfeited, or said bond shall become payable to said City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with the City and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the City for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within sixty (60) calendar days. The Contractor will pay to the City the sum of five hundred ($500.00) dollars per day for each and every calendar day delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

All objections or responses filed not more than 5 days after receipt of the written protest will be presented to the City Council at its next regular meeting occurring not less than 12 calendar days following the bid opening. The City Council will resolve the bid protest at that meeting based on the written protest, any staff recommendation and all timely written objections and responses. In accordance with the Brown Act, any person may address the City Council on this item during the meeting. The City Council action on the protest shall represent a final decision by the City on the protest.

Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings. Any bid shall take into consideration that conditions may exist underground or otherwise that are not known to the City or easily detected during a site inspection that could impact the time or cost of completing the project. The City expects the bids to anticipate such conditions so that it can know for budgeting and other purposes the total cost to complete the project before accepting a bid and undertaking the legal obligation to construct the project. In awarding the contract the City relies on the contractor's representation that its bid anticipates differing site conditions and the additional time or cost that such conditions may necessitate.

Bidders should anticipate that there may be soft spots encountered which will require additional subexcavation to depths of up to 1.5 feet below planned subgrade, and the placement of geogrid under compacted aggregate base to bring the subexcavation back to the planned subgrade. The extent of such subexcavation could encompass as much as 15% of the area within the project and be scattered in small areas at random throughout the work area. Such subexcavation and backfilling shall be paid for as extra work, with commensurate extension of time for completion.

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.

A mandatory pre-bid conference will be held at 10:00 a.m., July 12, 2018 at the project site at the sidewalk in front of 262 E. Smith Street, Ukiah, to fully acquaint interested Contractors with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Failure to attend the mandatory bid conference will be just cause for the bid to be rejected as non-responsive. 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.

Bidder Inquiries and Questions

Inquiries and questions must be submitted in writing via fax or email to the following designated contact person:

Mary Horger, Procurement Manager
Fax: (707) 313-3621
Email: mhorger@cityofukiah.com

The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located in the vicinity of addresses 262-274 E. Smith Street, Ukiah, CA 95482 and the parking lot to the west of said buildings.

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 or Architect duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.

c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him or her or them.

d. "Contractor" shall mean the party entering into contract with the City of Ukiah for the performance of work covered by this contract and his or her authorized agents or legal representatives.

e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the City or its duly authorized representatives.

f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.

g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.

h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the City, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to the City if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.

i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Engineer is intended unless stated otherwise.

As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permissive.

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefor. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her

business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, endorsed as specified in the notice to bidders. Bidders are warned against making erasures or alterations of any kind and proposals which contain omissions, erasures, conditions, alterations, additions not called for, additional proposals or irregularities of any kind may be rejected.

1-04. Withdrawal of Bids. Any bid may be withdrawn at any time prior to the hour fixed in the notice to bidders for the openings of bids, provided that a request in writing, executed by the bidder or his or her duly authorized representative, for the withdrawal of such bid is filed with the City. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

1-05. Public Opening of Bids. Bids will be opened and read publicly at the time and place indicated in the notice to bidders. Bidders or their agents are invited to be present.

1-06. Bid Guaranty. Each bid must be accompanied by a certified check, cashier's check or bidder's bond executed by an admitted surety insurer, payable to the order of the City of Ukiah in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

1-07. Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. A statement setting forth this experience and business standing shall be submitted by each bidder on the form provided herewith. It is the intention of the City to award a contract only to a bidder who furnishes satisfactory evidence that he or she has the requisite experience and ability and that he or she has sufficient capital, facilities and equipment to enable him or her to prosecute the work successfully and promptly within the time and in the manner agreed.

In determining the degree of responsibility to be credited to a bidder, the City may weigh evidence that the bidder or his or her personnel charged with the responsibility in the work, has performed satisfactorily other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

1-08. Disqualification of Bidders. More than one bid from an individual business, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is financially interested in more than one bid for the work will cause the rejection of all bids in which he or she is so interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

1-09. Identification of Subcontractors. All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following) and shall set forth:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

(b) The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.

1-10. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 11, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-06 of these Special Provisions.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Award of Contract. Award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within thirty (30) days after opening of the bids. The City reserves the right to reject any and all bids and to waive any irregularity in the proposal not pertaining to cost.

2-02. Return of Proposal Guaranties. All bid guaranties will be held until the contract has been fully executed, after which they will be returned upon request to the respective bidders whose bids they accompany.

2-03. Execution of Contract. The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the City; one copy shall be filed with the City and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the City.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments. Neither the inspection by the Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the City or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the City, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time. The granting of any extension of time on account of delays which, in the judgement of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

3-03. Extra Work. If extra work orders are given in accordance with provisions of this contract, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

3-04. Assignment of Contract. The contract may be assigned or sublet in whole or in part only upon the written consent of the City acting through its authorized agents. Consent will not be given to any proposed assignment which would relieve the original contractor or its surety of their responsibilities under the contract nor will the Engineer consent to any assignment of a part of the work under the contract.

3-05. Subcontractors. The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract which are applicable to the work of subcontractors.

Nothing contained in this contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the City and no action may be brought by any subcontractor against the City based on this contract.

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it

appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Liability of City Officials. No city official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

3-08. Dispute Resolution. Claims of $375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

4-02. Material and Labor Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the City in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in an amount not less than 5 percent (5%) of the final contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the City against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS (WITH CONSTRUCTION RISKS)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury and property damage.

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 not provided by Owner, 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 Pubic Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.

(c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

(d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars ($500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.

(h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

(i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

(j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

(k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.

(l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with City or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of City, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by City or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared and executed by City, the Contractor and the escrow agent, which may be City. The escrow agreement shall specify, among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow. City shall have no obligation to enter any such Agreement that does not provide the City with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. The Engineer shall, as soon as practicable after the final acceptance of the work done under this contract, make a final estimate of the amount of work done thereunder and the value thereof.

Such final estimate shall be signed by the Engineer, and after approval, the City shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments. Should any payment due the Contractor or any estimate be delayed, through fault of the City beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the City shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the Engineer and approved by the City increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of

materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.05 "Changes and Extra Work", and Section 9-1.04 "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 reconstruction of a section of East Smith Street in Ukiah. Work generally includes, but is not limited to, demolition, removal and reconstruction of the street aggregate base and pavement section across the width of Smith Street; sidewalks, curbs, gutters, and driveway approach, along the north side of the street; adjusting boxes and lids of existing meters and valves; removal of an existing drop inlet on the north side of Smith Street and installation of a new drop inlet at that location; demolition and construction of pavement to conform grades between the back of sidewalk and the adjacent parking lot; and salvaging and reinstalling existing signage, and all related work whether or not specifically specified herein. The general location of the work to be performed is over an area of the right of way, approximately 254 linear feet along Smith Street, between Mason Street and Main Street, and extending into the parking lot of 262 E. Smith Street on the north side of the street.

The Contractor should familiarize himself or herself with the local conditions of the project sites. Failure to do so will in no way relieve him or her 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, Procurement Manager, City of Ukiah, 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. The Plans consist of three sheets numbered 1 through 3 and are hereby made part of the contract documents, referred to as Attachment “A”. Attachment A is comprised of a separately bound set entitled “Improvement Plans for Smith Street Rehabilitation Project.”

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, 2010, 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 7-1.03, "Public Convenience, " 7-1.04, "Public Safety," 12-1.03, "Flagging Costs," and 12-4.02, " Closure Requirements," of the California Standard Specifications, and these Special Provisions.

Except as specified below, Smith Street between Mason and Main Streets shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work area with as little inconvenience and delay as possible.

During removal of existing street pavement, excavation to planned subgrade, placement of geogrid, spreading and compaction of aggregate base, and placing and compacting HMA surfacing, the street may be closed to vehicular traffic for a maximum of five days, Monday through Friday. During this time, the new sidewalk shall be open and available to the public for access to the buildings.

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. Gibson Creek passes through the site at the eastern end with two direct conveyances from the street into the channel. The contractor shall protect those inlets from potential stream pollution by maintaining them closed during all operations of the rehabilitation project. In the case of rainfall during the project, the use of Best Management Practices(BMP's) to filter sediment and hydrocarbons from any runoff may be employed. If rainfall is predicted, the contractor shall notify the Engineer of the proposed BMP's prior to their installation. Such notification shall in no way relieve the contractor of his or her liability to the various resource agencies to comply with laws and regulations prohibiting pollution from entering the stream.

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. Contract Drawings.

See Attachment A, a separately bound set entitled “Improvement Plans for Smith Street Rehabilitation Project.”

13-02. Order of Work

When Order of Work is required by the Special Provisions or plans, the contractor shall follow the sequence of operations as set forth therein.

Physical work on the site shall not commence until a “No Fee” encroachment permit is issued by the City of Ukiah.

There are a number of existing underground utilities located within the project limits. It is the Contractor’s responsibility to verify the horizontal and vertical locations of all utilities a minimum of 7 working days in advance of beginning demolition.

Directly adjacent to the area where the work is to be performed are several businesses to which the public requires access. Contractor shall plan and execute work in a manner that provides safe access at all times. It is understood that it may be necessary to block access to the doorway entrances at critical times. Contractor shall coordinate with building occupants, so that disruptions to access are minimized.

Payment**:** Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

13-03. SCHEDULE

The Contractor shall prepare a construction schedule outlining the order and duration of the construction tasks to be performed.

Contractor shall indicate periods of time when there will be no parking on Smith Street, when there will be no access from Smith Street to the parking lot, and when there will not be access to the street entrances.

Payment**:** Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate Payment will be made.

13-04. Preservation of Property

The Contractor shall conform to the provisions of Section 5-1.36, “Property and Facility Preservation” of the California Standard Specifications and to these Special Provisions. All costs to the Contractor for protecting, removing, modifying, relocating and restoring existing improvements shall be considered as included in the contract prices paid for the various items of work and no additional allowances will be made therefore.

Protect existing surveying control points and monuments within the project areas. Any disturbed survey control points and monuments shall be reset by a Land Surveyor registered in the State of California.

Payment: Full compensation for complying with this section of the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no separate compensations will be allowed therefore.

13-05. Watering

Developing water supply and applying shall conform to the provisions in Section 17 of the California Standard Specifications and these Special Provisions.

Construction water for the work under this contract will NOT be furnished by the City. Water shall not be obtained from any of the nearby property owners without their written permission.

Payment: Full compensation for developing and applying water conforming to the above requirements shall be considered as included in the prices paid for the various contract items of work requiring water, and no additional compensation will be allowed therefore.

13-06. Air Quality and Dust Control.

It shall be the responsibility of the Contractor to obtain this permit from the Mendocino County Air Quality Management District (AQMD) and comply with the provisions.

Dust control shall conform to the provisions in Section 14-9.03 of the Standard Specifications and these Special Provisions.

Payment: Full compensation for securing an AQMD permit and performing dust control, including control of dust from public traffic, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-07. Existing Highway Facilities.

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15 of the Standard Specifications and these Special Provisions.

All existing highway facilities to be demolished and removed shall be disposed of at locations outside the highway right-of-way.

Such disposal shall conform to the provisions in Section 13-24 of these Special Provisions.

Reference is made to Section 13-21 “Remove and Replace Drop Inlet”, Section 13-22 “Salvage and Reinstall Signs”, and Section 13-25 “Adjust Existing Valve and Meter Boxes and Reset Monitoring Well Caps” for additional facilities which require protection, salvage and re-installation, or replacement.

13-08. Mobilization.

Mobilization shall include the obtaining of all permits, moving onto the site of all equipment, temporary buildings, if needed, and other construction facilities as required for the proper performance and completion of the work.

Mobilization shall include but not be limited to the following principal items:

1. Signed Contract by the City and the Contractor.
2. Completion of all tasks and submittal of all documents (bonds, insurance, schedule, etc.) required as conditions of issuing the Notice to Proceed.
3. Moving onto the site of all Contractor’s equipment required for operations.
4. Installing temporary construction water supply, power, wiring and lighting facilities, as required.
5. Providing field office trailers if needed by the Contractor.
6. Providing all on-site communication facilities, including telephones and radio pagers.
7. Obtaining all required permits.
8. Having all OSHA required notices and establishment of safety programs.
9. Attendance at Pre-Construction Conference of Contractor’s principal construction personnel.
10. Beginning work on the project or at the subject site as applicable, including submittal of required Construction Schedule to Engineer.

Payment: Mobilization will be paid for as a lump sum which price shall include all labor, materials, and equipment and incidentals, and for doing all work involved in mobilization as specified herein.

13-09. Removal of Frontage Improvements

The Contractor’s attention is directed to Section 5-1.36, “Property and Facility Preservation” of the Caltrans Standard Specifications and these special provisions.

Provide all necessary labor, materials, equipment and tools necessary to sawcut or break pavement to provide clear working space for curb and gutter construction, and to demolish existing curbs, gutters, sidewalks, driveway apron and walkway, on the north side of Smith Street within the designated project area. Work of this item also includes loading and disposal of materials in accordance with Section 13-24 “Material Recycling”, salvaging sign and meter boxes for reuse, protecting features within the sidewalk area such as but not limited to meters, cleanouts, rain leaders, double check valve assemblies, utility poles, guy wires, etc. Contractor shall hand dig around the two monitoring well caps, and protect the well casing from damage and from intrusion of silt and debris. The caps will be adjusted during final sidewalk construction.

All concrete which is to be removed from sidewalk, curb, gutter, and gutter pan, shall be removed to the nearest score mark or construction joint on each end of the project, as directed by the Engineer, unless otherwise noted on plans.

Reinforcing steel may be encountered in portions of concrete to be removed and no additional allowance will be made for the removal of such steel.

If no sawcut exists at the tool joint between concrete to be removed and concrete to remain in place, the concrete shall be cut along the tool joint to a minimum depth of 2 inches with a power driven saw before the concrete or asphalt concrete is removed. All sawcutting operations shall be “wet” for dust control purposes.

All improvements which are not planned to be removed as part of this work, but are damaged or destroyed by reason of the Contractor’s operations shall be replaced in kind or restored to a condition as good as when the Contractor encountered the work at the Contractor’s expense.

Measurement and Payment: Removal of curbs, gutters, sidewalks, walks, and driveway apron, shall be measured and paid for at the contract price per square foot as measured in the field. Measurement shall include the length of the project times the width of the sidewalk plus the top width of the curb and the gutter pan, plus the areas of the 6 entry ways and the small walkway at the west end of the building. Payment shall include full compensation for doing all work including required labor, materials, tools and equipment, and no additional allowance will be made therefor.

Removal of Frontage Improvements quantity shall be considered a **final pay (F) item** as described in Section 9-1.02C "Final Pay Item Quantities" of the Standard Specifications.

13-10. Excavate Street Section

Provide all necessary labor, materials, equipment and tools necessary to demolish, excavate and remove the asphalt paving and aggregate base, to a depth of 1.4 feet below the finished street grade from gutter lip on the south side to back of curb on the north side, from approximate Sta 0+39 to approximate Sta 2+90. The existing gutter pan on the south side of Smith Street shall remain. Attention is directed to Section 5-1.36D "Non-highway Facilities" of the Standard Specifications regarding notification of Underground Service Alert (USA) and locating of existing facilities. Horizontal and vertical locations of all known utilities shall be determined by the contractor prior to excavating or grinding.

Roadway excavation shall include all excavation as shown on the Project Plans, disposal of excess material, and other work as specified herein. The Contractor shall furnish a qualified grade setter to insure that the subgrade conforms to the lines and grades established by the Engineer. Excavation of the existing asphalt concrete surface shall be performed separately from the base and underlying soil, utilizing an excavator or a pavement grinder. Existing asphalt concrete shall be delivered to a processing site where it can be ground up and recycled. Upon completion of the asphalt concrete removal, and prior to approval of the progress payment for this item of work, the receiving site shall confirm the receipt of the material in writing.

Excavation of the aggregate base and underlying soil shall be done with an excavator, situated to load trucks on the area of the street which has been stripped of asphalt concrete, but has not yet been excavated to subgrade. The goal is to prevent heavy wheeled traffic from traversing the subgrade surface.

The street may be closed during this operation, which shall be planned to be completed in a maximum of two working days.

Measurement and Payment: Excavate Street Section shall be measured and paid for at the contract price per square foot as measured in the field. Measurement shall include the length of the project times the width of the paved section from lip of gutter to lip of gutter. Payment shall include full compensation for doing all work including required labor, materials, tools and equipment, and no additional allowance will be made therefor.

Excavation of Street Section quantity shall be considered a **final pay (F) item** as described in Section 9-1.02C "Final Pay Item Quantities" of the Standard Specifications.

Any additional excavation in terms of horizontal or vertical extent performed by the Contractor beyond the limits of the road reconstruction shown on the Project Plans shall be filled with aggregate base and compacted to 95% relative compaction at the Contractor's expense.

Any additional excavation in terms of horizontal or vertical extent performed by the Contractor beyond the limits of the road reconstruction shown on the Project Plans, performed at the direction of the Engineer to address subbase conditions, shall be compensated for as "extra work" in accordance with Section 4-1.05 "Changes and Extra Work" of the Standard Specifications.

13-11. Prepare Subgrade

Provide all necessary equipment, materials, labor and tools to grade the subgrade surface to its planned elevation and area. It is anticipated that the subgrade may be soft in areas. The goal is to prevent further deterioration of subgrade conditions. To that end, small and light weight grading equipment is required, such as a small wheeled grader, tracked skid steer, tracked dozer or other equipment which the contractor can demonstrate will not de-stabilize subgrade.

Prior to finishing subgrade the contractor shall allow the Engineer to observe the grading equipment passing over the whole site. The purpose of this observation is to determine if there are any areas which appear to be so unstable that the geogrid and aggregate base will not be able to bridge over them.

The Contractor will not be required to compact undisturbed roadbed native subgrade material for roadway sections.

If it becomes necessary to stabilize specific additional areas of exposed subgrade, the Engineer will mark the exact locations in the field, after the roadway is excavated and during finish grading operations, and will determine how the area will be addressed. No additional compensation will be made for excavation and stabilization beyond the limits of the areas marked by the Engineer or for excavation and stabilization of locations other than those marked by the Engineer.

Upon approval of subgrade by the Engineer, the Contractor shall immediately install the geogrid material in accordance with Section 13-12 "Geotextile Stabilization Fabric" of these special provisions and the aggregate base in accordance with Section 13-13 "Aggregate Base" of these special provisions.

Measurement and Payment: Prepare Subgrade shall be measured and paid for at the contract price per square foot as measured in the field. Measurement shall include the total combined area of Section 13-09 "Remove Frontage Improvements" and Section 13-10 "Excavate Street Section" of these Special Provisions. Payment shall include full compensation for doing all work including required labor, materials, tools and equipment, and no additional allowance will be made therefor.

Areas requiring additional subgrade stabilization, as determined by the Engineer, shall be compensated for as "extra work" in accordance with Section 4-1.05 "Changes and Extra Work" of the Standard Specifications.

Prepare Subgrade quantity shall be considered a **final pay (F) item** as described in Section 9-1.02C "Final Pay Item Quantities" of the Standard Specifications.

13-12. Geotextile Stabilization Fabric

Provide all necessary equipment, materials, labor and fees to furnish and install geotextile stabilization fabric over prepared subgrade covering all areas under sidewalks and entrances, curbs and gutters, driveway approach, and street area.

Soil stabilization fabric shall be Tensar TX130S Geogrid, or approved equivalent. The material shall be installed per manufacturer's recommendations and as specified herein.

Prior to placement of soil stabilization fabric, the Contractor shall remove all loose dirt left from excavation operations and smooth out any ruts, to the extent practical, left by the finish subgrade operation. The fabric shall be installed such that it overlaps a minimum of three feet at the selvage edges and a minimum of three feet at ends. Lap fabric on the ends in the direction of equipment travel planned to place the aggregate base. It is an acceptable option to install the fabric perpendicular to the traveled way. If that option is selected, lap the edges in the direction of equipment travel planned to place the aggregate base.

The contractor shall take necessary measures to assure that the fabric is laid smooth and free of wrinkles. Attention is directed to the manufacturer's installation manual about how to tension and pin the fabric prior to the placement of aggregate base.

If the contractor elects to construct the curb and gutter and/or sidewalk prior to removing the paved section of the street, an allowance shall be made for the geotextile to extend at least three feet beyond the gutter lip to provide for the lateral overlap of fabric under the street section.

Any excavation for subgrade stabilization done by the Contractor to accommodate equipment width beyond the limits of the areas marked by the Engineer shall be at the Contractor's expense.

Measurement and Payment: Geotextile Stabilization Fabric shall be measured and paid for at the contract price per square yard of area covered (not fabric used) as measured in the field. Measurement shall include the total combined area of Section 13-09 "Remove Frontage Improvements" and Section 13-10 "Excavate Street Section" as described previously. Payment shall include full compensation for doing all work including required labor, materials, tools and equipment, and no additional allowance will be made therefor. For the purpose of payment, geotextile fabric will be measured horizontally in place, not including overlaps or folds.

Geotextile Stabilization Fabric quantity shall be considered a **final pay (F) item** as described in Section 9-1.02C "Final Pay Item Quantities" of the Standard Specifications.

13-13. Class 2 Aggregate Base

Aggregate base shall be placed, moisture conditioned, graded, and compacted under the roadway paving, curbs, gutters, sidewalks, and walkways to the grade or limits shown on the plans. Aggregate base shall be placed in two layers. The first layer shall be 0.67 feet (8 inches)thick in loose thickness. It shall be compacted to 90% relative compaction. The second layer shall be that required to complete the 1.0 foot(12") thickness when it is compacted to finish base grade. It shall attain a relative compaction of 95% when tested in the upper two inches of finish base grade.

Aggregate base be Class 2, 3/4" maximum gradation, conforming to the provisions in Section 26 "Aggregate Bases" of the California Standard Specifications.

Aggregate base shall be placed in two lifts as described above. For the first lift, arrange delivery such that end-dump trucks will dump product on previously placed aggregate base or on the paved surface of the street to be left in place at the ends of the project. Spread the material with a rubber tracked skid steer from the existing pavement. After the material is spread far enough away from the existing pavement, a low ground pressure dozer may be used to spread the material after each load is dumped. No compaction will be allowed until the bottom lift of Class 2 aggregate base has been placed and spread to rough grade on subgrade and fabric. Equipment will not be allowed on subgrade and fabric at any time. Coordinate compaction testing and review by the Engineer to approve the installation of the bottom lift before beginning delivery and spreading the upper lift.

For the upper lift, trucks may roll across the compacted and approved lower lift, maintaining a speed of 5 mph.

Measurement and Payment: Class 2 Aggregate Base shall be measured and paid for at the unit price per ton as verified by weight certificates provided by the weighmaster at the aggregate source. Certificates shall be supplied at the time of delivery. Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and all work including, but not limited to, providing, placing, grading, moisture conditioning, and compacting aggregate base as shown on the plans, as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed. The weight certificates are required for record keeping purposes and not for payment purposes, unless the dimensions shown on the plans are changed. Then the unit price per ton shall establish the value of the extra work and the payment for extra work shall be the difference between the final pay quantity and the total quantity of aggregate base used.

Class 2 Aggregate Base shall be considered a **final pay (F) item** as described in Section 9-1.02C "Final Pay Item Quantities" of the Standard Specifications.

13-14. Hot Mix Asphalt Paving

The entire width of E. Smith Street, from the existing gutter lip on the south side of the street to the new gutter lip on the north side, over a distance of approximately 254 linear feet, will be repaved with hot mix asphalt(HMA) over new stabilization fabric and Class 2 aggregate base. The HMA will be placed in two lifts, with a total thickness of 0.4 feet. The lifts shall not exceed 0.25 feet in thickness, nor be less than 0.15 feet in thickness. The City has the option of performing compaction testing at its expense, but in general, the HMA will be placed under a "methods" specifications. The HMA construction process will be a "Method" Process.

Attention is directed to Sheet 2 of the Project Plans. An area of asphalt concrete on private property must be planed and overlaid with HMA in order to have a smooth transition from the back of the new sidewalk to the parking and access way on private property north of Smith Street.

General**.** HMA shall be provided in accordance with the Standard HMA construction process and conform to the Caltrans Section 39 "Hot Mix Asphalt" of the 2010 Standard Specifications and as detailed in these special provisions. Only those methods of construction and quality assurance/quality control specified herein apply.

Quality Control Plan**.** Contractor shall establish, implement and maintain a Quality Control Plan (QCP) to ensure materials and work comply with the specifications and the corrective actions required to control the quality of work. The QCP shall comply with these special provisions and Section 39-2.02 "Contractor Quality Control" of the Standard Specifications. The Contractor shall not begin hot mix asphalt production or placement without written approval from the Engineer of the QCP and an approved JMF. Approval of the QCP and JMF by the Engineer does not relieve the contractor of responsibility for quality control or work methods.

Contractor shall attend a pre-paving conference with the Engineer to discuss methods of performing the production and paving work and how quality control will be performed throughout.

Qualifications of workers: Provide sufficient skilled workers and supervisors who shall be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.

Codes and standards: Wherever a test method is referenced in this section, it shall be made in accordance with the most current test method in use by Caltrans in the State Standard Specifications.

Submittals**.** The Contractor shall provide the Engineer with the following information a minimum of 10 days prior to commencing the Work:

1. Hot mix asphalt job mix formula (JMF) in accordance with Caltrans Standard Specifications.
    a. Proposed JMF on Form CEM-3511: Include percentage of reclaimed asphalt pavement (RAP)

b. Mix design documentation, data and aggregate quality on Form CEM-3512 dated within 12 months of submittal.
c. JMF verification on Form CEM-3513, if applicable
d. JMF renewal on Form CEM-3514, if applicable
e. Materials Safety Data Sheets (MSDS) for:
    i. Asphalt binder
    ii. Supplemental fine aggregate except fines from dust collectors
    iii. Antistrip additives

2. Written confirmation from the supplier that the JMF to be supplied meets all specified requirements.

Tack Coat: The Contractor shall choose the type and grade of asphaltic emulsion tack coat. Submit this information as part of the QCP.

Engineer's Acceptance. Quality control sampling and acceptance testing will be performed by the City. The City reserves the right to perform acceptance testing at frequencies that differ from those specified in the Standard Specifications.

A minimum of one sample for Rice Specific Gravity may be taken each day at the plant during placement of HMA. The Rice Specific Gravity test will be in accordance with ASTM D 2041. Any changes to the JMF requested by the Engineer shall be implemented by the Contractor or a new JMF resubmitted for approval prior to continuing work.

In place density tests per CT 375 Nuclear Gage field test may be performed at the City's expense during HMA operations to verify compaction requirements per Standard Specifications. The frequency of testing may be in accordance with CT 375.

Should any test fail to meet density requirements, the City may take density core samples to verify density results and pavement thickness. Contractor shall be responsible for patching the cores with hot mix asphalt at no additional expense to the City.

Products**.** Tack Coat shall be selected by the Contractor, conforming to the provisions of Sections 39 "Hot Mix Asphalt", and 94 "Asphaltic Emulsions", of the Standard Specifications and shall be used between layers of each lift of HMA, and on the face of gutter pans and construction joints.

Asphalt binder shall be Grade PG 64-16, conforming to the provisions of Sections 39 "Hot Mix Asphalt", and 92 "Asphalts", of the Standard Specifications.

Aggregate shall be clean and free from deleterious substances and shall meet the gradation and quality for 1/2-inch HMA Type A. Hot Mix Asphalt shall be 1/2-inch HMA Type A and conform to the latest provisions of Section 39 of the Standard Specifications. The initial course may be placed with 3/4-inch HMA Type A with concurrence of Engineer.

HMA batch plant shall be Caltrans-qualified under the Caltrans Materials Plant Quality Program of the Standard Specifications.

Reclaimed asphalt pavement shall be acceptable in accordance with the Standard Specifications not exceeding 15.0 percent of the aggregate blend.

Construction. During the entire construction period, the Contractor shall take care to protect existing pavement and concrete surfaces. Surfaces scarred by cleanup or equipment shall be repaired in a manner satisfactory to the Engineer. Any and all damage caused by the Contractor's operations to existing roads and streets shall be repaired by the Contractor to at least the original condition and to the satisfaction of the Engineer, at no additional cost to the City.

If pavement is damaged (excessive loading, grouser marking, scarring/scraping of pavement, etc.) outside the limits of the work, a full lane width grinding and overlay will be required as directed by the Engineer at no additional compensation to the Contractor.

Ensure the area is clean and dry. All material accumulations which would interfere with the adhesion of the tack coat or with the placing and performance of the HMA shall be removed, including dust, loose aggregate, soil, leaves, and pieces or lumps of other foreign material deposited on the surface.

A tack coat shall be applied to existing pavement including planed surfaces, between HMA layers, and to vertical surfaces of curbs, gutters and construction joints at the minimum residual rates specified in Section 39-1.09C "Tack Coat" of the Standard Specifications. Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.

HMA surfacing shall conform to the provisions of Section 39 of the Standard Specifications. Placing HMA shall be done under suitable weather conditions for such operations. Rain, snow or other inclement weather will be cause for discontinuing paving Work. The Engineer shall have the authority for determining whether weather conditions are sufficient cause to postpone work.

Spreading and compacting shall be performed in accordance with Section 39-1.10 “Spreading and Compacting Equipment” and Section 39-1.11 “ Transporting, Spreading and Compacting” of the Standard Specifications and these special provisions.

HMA may be transferred from the trucks into the hopper of the paving machine by means of a shoulder machine equipped with a conveyor belt. Any equipment used to transfer asphalt concrete to the paving machine shall not exceed the load capacity of any surface it is driven over and, therefore, shall not produce rutting or pumping of the existing roadway surface or newly placed HMA at any time. No trucks or other rubber tired construction equipment are allowed on the subgrade at any time except when proofrolling in the presence of the Engineer. No trucks or other rubber tired construction equipment are allowed on newly placed HMA until the day after the HMA is placed.

Longitudinal joints in the top layer must match the centerline of the street. Longitudinal joints in lower HMA layers shall be offset at least 0.5 feet from each side of the longitudinal joint in the top layer.

Compaction shall be performed with a steel-tired tandem roller weighing not less than 8 tons and shall consist of not less than 3 complete coverages of the roller over each layer, with proper overlap to prevent displacement. The first coverage shall be completed before the temperature of the mixture drops below 250° F., unless a lower temperature is directed by the Engineer.

Finish rolling shall be completed before pavement surface temperature is below 150 degrees F.

If a vibratory roller is used as a finish roller, turn the vibrator off.

Traffic shall not be allowed on HMA until mid-depth temperature is below 160 degrees F and the pavement surface temperature is below 140 degrees F.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps or irregularities. Smoothness shall be measured using a straightedge in conformance with Section 39-1.12B “Straightedge” of the Standard Specifications.

Measurement and Payment: Hot Mix Asphalt shall be measured and paid for at the unit price per ton as verified by certified weigh tickets delivered to and signed by the Engineer or Inspector on site. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and all work, including but not limited to, grinding and saw-cutting edges of transition areas, furnishing and placing HMA, HMA overlay, tack coat, proof rolling, compaction, and other incidentals as shown on the Plans and specified in the Standard Specifications, these special provisions, and as directed by the Engineer and no additional compensation will be allowed. The weight certificates are required for record keeping purposes and not for payment purposes, unless the dimensions shown on the plans are changed. Then the unit price per ton shall establish the value of the extra work and the payment for extra work shall be the difference between the final pay quantity and the total quantity of HMA used.

Hot Mix Asphalt Pavement quantity shall be considered a **final pay (F) item** as described in Section 9-1.02C “Final Pay Item Quantities” of the Standard Specifications.

13-15. Minor Concrete

Minor concrete as required to construct Concrete Curb and Gutter, Concrete Sidewalks, and Concrete Driveway approach, which is to be installed or reconstructed in accordance with the plans, or are damaged by the work, as described in the following subsections, shall conform to Section 51-7 “Minor Structures”, Section 73 “Concrete Curbs and Sidewalks”, and Section 90-2 “Minor Concrete”, all of the Standard Specifications, City Standard Details 101 and 102, the project plans, and in accordance with the requirements of these special provisions.

Contractor shall refer to project plans for special details regarding depths of concrete and base material, and compaction requirements which may differ from the Standard Details. Refer to Section 13-12 “Geotextile Stabilization Fabric” and Section 13-13 “Class 2 Aggregate Base” of these special provisions for requirements for subgrade preparation under all areas of concrete work and paving the asphalt street section.

The Engineer shall be notified at least 24 hours prior to the placement of geotextile stabilization fabric under the sidewalk areas or under the curb and gutter section in order to allow time for a review of soil conditions. If an area is judged to be unsuitable for the installation of the new concrete curb and gutter or sidewalk, the Engineer shall

specify areas to be removed and replaced with suitable material. Areas requiring additional subgrade stabilization, as determined by the Engineer, shall be compensated for as “extra work” in accordance with Section 4-1.05 “Changes and Extra Work” of the Standard Specifications.

The cementitious material content of the minor concrete shall not be less than 505 pounds per cubic yard.

All concrete which is to be removed from curb and gutter and sidewalk areas shall be removed to the nearest construction joint or as directed by the Engineer. Joints between old and new concrete shall be neat and free of defects. Sawcutting may be required to achieve this effect.

Contractor shall be responsible for replacing all concrete surfaces damaged or destroyed by his operations at no additional cost to the City.

Concrete curb, gutter, and sidewalk shall be cured in accordance with the requirements of Section 73-1.03F “Curing” of the Caltrans Standard Specifications except that the Contractor may substitute other than a pigmented sealer upon the approval in writing of such substituted sealer by the Engineer.

All oil, paint, tire marks, and other discoloring shall be removed from concrete surfaces by sandblasting prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting.

Payment: Full compensation for performing the work of this subsection Minor Concrete shall be considered as included in the prices paid for the following items of work, and no additional compensation will be allowed therefore.

13-16. Concrete Curb and Gutter

Concrete curb and gutter shall be constructed on the north side of E. Smith Street from the west end of the project at approximate Station 0+39 to the west side of the driveway approach, and from the east end of the driveway approach to the east end of the project at Station 2+90.

Where new curb and gutter construction conforms to existing curb and gutter, a minimum of one (1) reinforcing bars, No. 3 or No. 4, twelve inches in length, shall be embedded into the existing curb and gutter by means of drilling a hole, inserting the reinforcing bar, and filling the hole with epoxy grout. These bars shall be embedded six inches with the remainder of the bar in the new concrete.

Expansion joints, and transverse weakened plane joints for new concrete curbs shall be placed in accordance with Standard Detail 101. Expansion joints shall be installed on each side of the curb inlet described later in these Special Provisions.

Measurement and Payment: Concrete Curb and Gutter shall be measured and paid for at the unit price per linear foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, to layout, form, pour, finish, cure, strip, install rebar tie to existing curb, and install joints as shown on the Plans and specified in the Standard Specifications, these Construction Details, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Concrete Curb and Gutter quantity shall be considered a **final pay (F) item** as described in Section 9-1.02C “Final Pay Item Quantities” of the Standard Specifications.

13-17. Concrete Driveway Approach

Concrete driveway approach and gutter section shall be constructed on the north side of E. Smith Street over a distance of 42 feet where indicated on the project plans.

Expansion joints for driveway approach shall be placed at each end of the driveway approach as indicated on the City’s Standard Details.

Vehicular traffic shall not be permitted to cross the new approach for a period of seven days. Work to construct the concrete driveway approach shall be planned and implemented to minimize the period of time the driveway is closed for use.

If the work of the Concrete Driveway Approach and the HMA Transition area are not performed in conjunction with each other, a temporary transition must be provided so as not to prolong the closure of the entrance, and barricades must be provided at the back of the adjoining sidewalk to alert pedestrians of the temporary tripping hazard.

Measurement and Payment: Concrete Driveway Approach shall be measured and paid for at the unit price per square foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, to layout, form, pour, finish cure, strip, and install joints as shown on the Plans and specified in the

Standard Specification, these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

Concrete Driveway Approach quantity shall be considered a **final pay (F) item** as described in Section 9-1.02C "Final Pay Item Quantities" of the Standard Specifications.

13-18. Concrete Sidewalk

Concrete sidewalks shall be constructed on the north side of E. Smith Street from the west end of the project at approximate Station 0+39 to the west side of the driveway approach, and from the east end of the driveway approach to the east end of the project at Station 2+90. A walkway and entrance areas to each of building doors shall be constructed as indicated on the project drawings. Strict attention shall be paid to the grades shown on the project plans in order to conform to accessibility standards required by the California Building Code and Americans with Disabilities Act.

Contractor shall refer to project plans for special details at the building front, depths of concrete and base material, and compaction requirements which may differ from the Standard Details. Weakened plane joints shall be created across the doorway entrances, as these locations are prone to crack development. Expansion joints and transverse weakened plane joints for new concrete curbs and sidewalks shall aligned as shown on Standard Detail 101.

Measurement and Payment: Concrete Sidewalks shall be measured and paid for at the unit price per square foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, to layout, form, pour, finish, cure, strip, and install joints as shown on the Plans and specified in the Standard Specifications, these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

Concrete Sidewalk quantity shall be considered a **final pay (F) item** as described in Section 9-1.02C "Final Pay Item Quantities" of the Standard Specifications.

13-19. Provide Temporary Pedestrian Access; Minimize Street Closure

Contractor shall provide temporary pedestrian access to each business for the duration of construction disruption. Such access may include signage to direct patrons to the rear of the building where a secondary access is available. In cases where this alternative access is not possible, the Contractor shall provide plywood ramps with 42-inch-high handrails from the storefront to the edge of the cutout section of the street. The parking lane may be cordoned off to provide pedestrian access across the front of the buildings while the sidewalk, curb and gutter is under construction.

Contractor shall plan and implement work such that impacts to access to the doors on E. Smith Street is minimized. Such planning shall assure that the disruption to the sidewalk area occurs over a period of time not exceeding nineteen calendar days from initiation of demolition to completion of concrete sidewalk and storefront entries.

During removal of pavement, grading to subgrade, installation of geogrid fabric, placement of aggregate base, and placement of HMA pavement, the section of street being reconstructed may be closed off. The contractor shall plan this work so that the closure extends only over a five-day period of one week, Monday through Friday. The contractor shall provide barricades with flashing lights, signs and such other devices to advise and warn the public during this period. Such warning devices and signage shall take into account use of the City Parking lot for parking and access to the onsite private parking lot north of Smith Street. A plan for street closure shall be submitted to the Engineer at least two weeks before the work is to commence for review and comment. Such plan shall show the proposed location of barricades and barriers relative to driveways and buildings fronting E. Smith Street between Mason and Main Streets, proposed signage, and describe the public notification process proposed.

Payment. Full compensation for maintaining temporary pedestrian access and minimizing street closure time shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

13-20. Hot Mix Asphalt Transition Area

Contractor shall provide all necessary labor, materials, equipment, tools, and incidentals to construct a smooth grade transition between the back of walk and the pavement of the adjacent parking lot between approximate stations 0+45 and 1+10. The planned location is shown on Sheet 2 of the project plans. The details are provided on Sheet 3 of the project plans. One wheel stop must be removed prior to constructing this transition. It will be necessary to grind out a strip along the north edge of the transition area, 2-ft wide by 2-in deep. The area shall have

a tack coat applied, then shall be overlaid with HMA, shaped and rolled to provide a smooth transition from the north edge of the grind out to the north edge or the back of walk.

Measurement and Payment: HMA Transition Area shall be measured and paid for at the unit price per square foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, to layout, grind, sweep and prepare surface, furnish and apply tack coat, transport and deliver HMA, and spread and compact HMA to the required grades, to meet the intent of the Transition Detail, and as directed by the Engineer, and no additional compensation will be allowed therefor.

HMA Transition Area quantity shall be considered a **final pay (F) item** as described in Section 9-1.02C "Final Pay Item Quantities" of the Standard Specifications.

13-21. Remove and Replace Drop Inlet

The existing curb inlet on the north side of E. Smith Street into the box culvert conveying Gibson Creek shall be demolished and disposed of as waste by the Contractor. Contractor shall exercise caution so that debris is not allowed to drop into the box culvert. Concrete, conforming to Section 90-2 "Minor Concrete" of the Standard Specifications, shall be installed around the existing opening on the box culvert. A new curb inlet top section, Midstate Model C-3 shall be installed and levelled on top of the formed opening concrete.

Measurement and Payment: Remove and Replace Drop Inlet shall be measured and paid for at the unit price per each. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, to demolish the existing gutter drop inlet, layout, form and pour concrete foundation for inlet top, and install and level the inlet top, as shown on the Plans and specified in the Standard Specification, these Construction Details, and as directed by the Engineer, and no additional compensation will be allowed therefor.

13-22. Salvage and Reinstall Signs

There is one existing parking time limits road sign in the project area. It shall be relocated as directed by the Engineer in accordance with these special provisions. An effort will be made to choose a location that is not directly in front of a building door opening, and aligned with a parking tee location to minimize interference with opening car doors. The foundation for setting the sign post in concrete shall be constructed similar to Standard Detail 120 "Street Name and Stop Sign Detail."

The sign shall be relocated to its new location as soon as possible and in any case prior to the time that parking is reestablished along the north side of E. Smith Street. Resetting signs at temporary locations must be approved by the Engineer.

Measurement and Payment: Salvage and Reinstall Sign shall be measured and paid for at the unit price per each. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved including, but not limited to excavation, backfill, concrete, fasteners, new metal posts and resetting signs at temporary locations, regardless of the number of times, if required, as shown on the plans, as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefor.

13-23. Pavement Markings and Wheel Stops.

Painted "tees" for ten parking spaces and striping for two spaces and an unloading clear zone in the transition area in parking lot, will be restored by the Contractor after paving is complete. Work also includes a tee for one space beyond the project limit at the east end, and one additional tee that may be required at the west end, depending on the contractor's work methodology. One concrete wheel stop shall be salvaged and reinstalled at its current location.

Pavement markings shall conform to the applicable provisions of Section 84, "Traffic Stripes and Pavement Markings," of the California Standard Specifications, City of Ukiah Standards, and these special provisions..

Markings shall be painted and shall match the existing layout at the project site. The contractor shall measure and record the locations of the existing markings at the project site prior to demolishing pavement to facilitate layout later.

Paint for traffic stripes and pavement markings shall be a 2-coat system and comply with Subsection 84-3 of the Standard Specifications. The 1st coat of paint must be dry before applying the 2nd coat. The use of either water or solvent-based paint will be determined by the Engineer according to the time of year and air pollution control requirements. Paint shall be used at its manufactured consistency.

Measurement and Payment: Pavement markings will be paid for as a lump sum which price shall include all labor, materials, and equipment and incidentals, and for doing all work involved in layout, painting, protecting, and salvaging and resetting one wheel stop and no additional compensation will be allowed therefor.

13-24 Material Recycling.

The City of Ukiah must report waste volumes to the State of California in order to measure its compliance with recycling mandates. The Contractor shall dispose of all Portland cement concrete and asphalt concrete, generated from removal or demolition activities on the project, at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantity (in tons) of the material delivered to a material recycler.

All other excess materials from the project shall become the property of the Contractor and shall be disposed of by him, at his expense. The Contractor shall dispose of all debris off site and in a legal manner.

Payment: Full compensation for material recycling as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

13-25. Adjust Existing Valve and Meter Boxes and Reset Monitoring Well Caps.

Two existing water valve boxes located within the street section and the caps of two (2) monitoring wells and seven (7) water meter boxes, located in the sidewalk and salvaged and/or protected during demolition, shall be adjusted to conform to finished pavement grades.

Contractor shall accurately locate and record the location of existing valve boxes to be raised to grade and shall furnish the Engineer a copy of said record prior to starting construction.

The valve boxes shall be set in cement mortar, substantially as shown in City Standard Drawing No. 307, in an excavation whose diameter is at least four inches larger than the diameter of the valve box. The mortar shall be held down two inches below pavement finish grade and hot mix asphalt paving shall be compacted over the cement mortar to street finish grade. The hot mix asphalt shall be installed by the end of the following calendar day.

Silt and debris shall not be allowed to intrude into the monitoring well casing. All silt and debris shall be removed from valve boxes, monitoring well cap, and water meter boxes. This shall include all existing silt and debris plus any material accumulated during the Contractor's operation.

Payment: Full compensation for adjusting existing valve and meter boxes to grade and resetting the monitoring well caps, and for all work included in exposing, salvaging, protecting, setting, grouting, and finishing around and to these features, shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

13-26. Construction Staking.

This work shall consist of furnishing and setting construction stakes and marks by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as specified in the Standard Specifications and these Special Provisions.

The plans provide vertical and horizontal data for the contractor to perform all necessary construction staking. Reference points set by the Engineer will be identified to the Contractor. Engineer will provide stakes for curb and gutter, and will provide "back of walk" marks along the face of building at the entrances to each of the building doors at no cost to the contractor. Staking notes with point numbers, horizontal offset dimensions and elevations shall be provided to the contractor.

The Contractor is responsible to review the staked reference points and bring any apparent discrepancies to the attention of the Engineer prior to proceeding with the work. All computations necessary to establish the exact position of the work shall be made by the Contractor. 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.

In the event the Contractor's operations destroy any of the Engineer's survey control points, the Contractor shall replace such control points at his expense, subject to verification by the Engineer. The Contractor will not be allowed any adjustment in contract time for such verification or replacement of survey control points by the Engineer.

Construction stakes and markings shall be removed from the site of the work when no longer needed.

Payment: Full compensation for Construction Staking shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

13-27. Public Notification. The contractor shall be responsible for all public notification regarding construction work including detours, lane and street closures, hours of operations, and notification of affected commercial businesses within the project area. For any business impacted by construction, the contractor shall provide adequate sized on-site signage indicating that businesses are open during construction. Through street access will be restricted to businesses and residents only during construction closures. Location of Street Closures signage shall be positioned to give motorists the ability to use alternate routes. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval at least two weeks prior to the proposed timeframe. All public noticing shall be performed a minimum of one week prior to instituting traffic control, and street closures. The tentative construction schedule shall be included in the public noticing.

Contractor shall notify all tenants of proposed closures and the duration of same at least one week prior performing work that impacts access.

Payment: Full compensation for Public Notification as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

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 of Contractor at Site.

(2) Section 7-03. Surveys. Related work is addressed in Section 13-26.

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:

Section 10: Subsection 10-08 is amended to reflect corrected references to 2010 Standard Specifications.

> ***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 4-1.05 "Changes and Extra Work," and Section 9-1.04 "Force Account" of the Standard Specifications.*

Section 12: Subsection 12-06 is amended to read as follows:

> ***12-06. Standard Specifications and Standard Plans.*** *The Standard Specifications and Standard Plans of the California State Department of Transportation, 2010, are hereby made a part of these Special Provisions and are hereinafter referred to as "California Standard Specifications" or "Caltrans Standard Specifications" and "California Standard Plans."*

Subsection 12-09: The first paragraph is amended to reference 2010 Standard Specifications.

> ***12-09. Maintaining Traffic.*** *Attention is directed to Section 7-1.03 "Public Convenience," 7-1.04 "Public Safety," and 12-1.03 "Flagging Costs," Section 12 "Temporary Traffic Control" of the California Standard Specifications.*

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?...

- **Proposal** (Page 39)
  - Unit prices filled out clearly.
  - Extended prices filled out clearly and calculated correctly
  - Total bid amount filled out clearly and calculated correctly
  - Sign the proposal, and provide complete information
  - CLSB No. and expiration date
  - Department of Industrial Relations Public Works Contractor Registration Number

- **Fair Employment Practices Certification** (Page 43)
  - Filled out completely per instruction

- **Worker's Compensation Certificate** (Page 44)
  - Filled out completely per instruction

- **Certification of Non-Discrimination in Employment** (Page 45)
  - Filled out completely per instruction

- **List of Proposed Subcontractors** (Page 46)
  - Filled out completely per instruction

- **Statement of Experience** (Page 47)

- **Signature of Bidder** (Page 48)
  - Filled out completely per instruction
  - Authorized signature provided

- **Bidder's Bond** (Page 49)
  - Filled out completely per instruction

- **Non-Collusion Affidavit** (Page 50)
  - Filled out completely per instruction
  - Notarized

- **Addenda Issued**
  - Signed and Returned

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

PROPOSAL

FOR

SMITH STREET
REHABILITATION PROJECT

Specification No. 15-12

The undersigned, as bidder, declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained

   a) to provide all necessary machinery, tools, apparatus and other means of construction;

   b) to furnish all materials;

   c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;

   d) to pay all charges of freight transportation and hauling;

2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and

3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In 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: _____

SPECIFICATION NO. 15-12

PROJECT NAME: SMITH STREET REHABILITATION PROJECT

Line # (F or P)	Description	Unit of Measure	Quantity	Unit Price	Extended Amount for Item
1	Mobilization	LS	1	$_____	$_____
2 (F)	Remove Frontage Improvements	SF	2405	$_____	$_____
3 (F)	Excavate Street Section	SF	7030	$_____	$_____
4 (F)	Prepare Subgrade	SF	9009	$_____	$_____
5 (F)	Geotextile Stabilization Fabric	SY	1001	$_____	$_____
6 (F)	Class 2 Aggregate Base	TON	615	$_____	$_____
7 (F)	HMA Street Paving	TON	198	$_____	$_____
8 (F)	Concrete Curb and Gutter	LF	208	$_____	$_____
9 (F)	Concrete Driveway Approach	SF	403	$_____	$_____
10 (F)	Concrete Sidewalks	SF	1729	$_____	$_____
11 (F)	HMA Transition Area	SF	650	$_____	$_____
12	Remove and Replace Drop Inlet	LS	1	$_____	$_____
13	Salvage and Reinstall Signage	LS	1	$_____	$_____
14	Pavement Markings and Wheel Stop	LS	1	$_____	$_____
				TOTAL BASE BID AMOUNT	**$**_____

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We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number:_____

Signature of bidder or bidders, with business name, address, phone number and fax number:

_____

_____

_____

_____

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

_____

_____

_____

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO:_____

_____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

SMITH STREET REHABILITATION PROJECT

_____
(Signature of Bidder)

Business Mailing Address:

_____

_____

_____

Business Location:

_____

_____

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this_____ day of _____, 20____

Signature of Bidder, with Business Address:

_____

_____

_____

_____

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date_____

_____

_____

_____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor.(See General Conditions Section 1-09.) Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

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 July 25, 2018 for the SMITH STREET REHABILITATION PROJECT.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20_____.

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

Address: _____

_____

_____

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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 SMITH STREET REHABILITATION PROJECT by contract, being duly sworn, deposes and says:

> that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

_____

_____

_____
Signature(s) of Bidder

Business Address:_____

_____

_____

Place of Residence:_____

_____

_____

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

_____

Notary Public in and for the County of_____, State of California.

My Commission Expires _____, 20 ____.

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

SMITH STREET
REHABILITATION PROJECT

Specification No. 15-12

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

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 60 (sixty) 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 the City of 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:

_____ _____ Affix Corporate Seal
(Corporate Surety)

_____
(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:

_____ _____ Affix Corporate Seal
(Corporate Surety)

_____
(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

Reproduction of Insurance Services Office, Inc. Form

CERTIFICATE OF INSURANCE
CITY OF UKIAH

ISSUE DATE (MM/DD/YY)

PRODUCER

INSURED

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		

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 OCCURANCE	$
					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:

1. 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.
2. The City, its officials, officers, employees, and volunteers are added as insureds on all Liability Insurance Policies listed above.
3. 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.
4. The City is named a loss payee on The Property Insurance Policies described above, if any.
5. All rights of subrogation under the Property Insurance Policy listed above have been waived against the City.
6. 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.

SAMPLE

INSURER:

POLICY NUMBER:

ENDORSEMENT NUMBER:

COMMERCIAL GENERAL LIABILITY

FORM CG 20 10 11 85 (MODIFIED)

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 polity 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, leaded, hired or borrowed by the Named Insured, or for which the Named Insured is responsible.
2. CONTRIBUTION NOT REQUIRED: As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it.
3. CANCELLATION NOTICE: With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
4. SCOPE OF COVERAGE: This policy affords coverage at least as broad as:
   (1) If primary, insurance Services Office form number CA0001 (Ed. 1/87), Code 1 (Aany auto); or
   (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER	
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 ENDORSEMENT

FOR City of Ukiah (the "City")

Endorsement No. _____

Issue Date: _____

PRODUCER	POLICY INFORMATION:
Telephone: (_____) _____	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: _____

CITY OF UKIAH, CALIFORNIA

IMPROVEMENT PLANS
FOR

SMITH STREET REHABILITATION PROJECT

SPECIFICATION NUMBER: 15-12

ABBREVIATIONS:

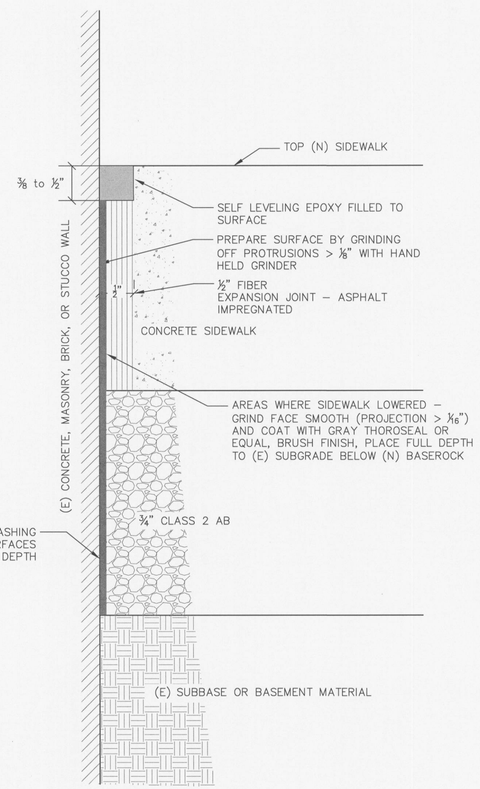
AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
BM	BENCH MARK
BW	BACK OF WALK
C.I.	CURB INLET
D.I.	DROP INLET
(E) E	EXISTING
ELEC	ELECTRICAL VAULT
FC	FACE OF CURB
F.H.	FIRE HYDRANT
FL	FLOW LINE
GB	GRADE BREAK
G.V.	GAS VALVE
(HP) HP	HIGH POINT
L	LENGTH
LG	LIP OF GUTTER
L.O.L.	LAY OUT LINE
R	RADIUS
TC	TOP OF CURB
TG	TOP OF GRATE
TOC	TOP OF CONCRETE
U.P.	UTILITY POLE
W.V.	WATER VALVE

SYMBOL LEGEND:

- SURVEY CONTROL POINT
- BENCH MARK
- CENTERLINE MONUMENT
- RADIUS POINT

SHEET INDEX:

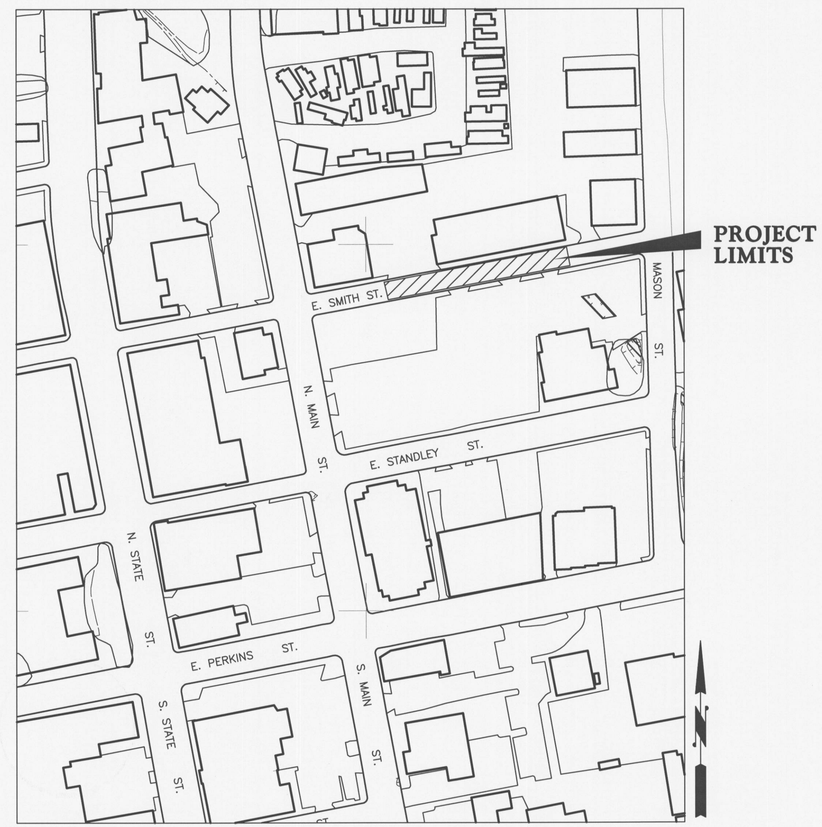
SHEET 1	COVER
SHEET 2	PLAN & PROFILE
SHEET 3	CROSS SECTIONS



TYPE A (TYPICAL)

1A SIDEWALK FINISH AT BUILDINGS - NON WOOD

N.T.S.



VICINITY MAP

1"=100'

PROBABLE CONSTRUCTION QUANTITIES:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
1	MOBILIZATION	LS	1
2	DEMOLISH (E) SW, CURB & GUTTER (N. SIDE ONLY)	SF	2405
3	DEMOLISH (E) STREET SECTION	SF	7030
4	FINISH SUBGRADE	SF	9009
5	FURNISH & INSTALL GEOGRID	SY	1001
6	CLASS 2 AGGREGATE BASE	TON	615
7	HOT MIX ASPHALT	TON	198
8	CONCRETE CURB & GUTTER	LF	208
9	CONCRETE DRIVEWAY APPROACH	SF	403
10	CONCRETE SIDEWALK & ENTRIES	SF	1729
11	HMA TRANSITION	SF	650
12	REMOVE AND REPLACE CURB INLET	EA	1
13	SALVAGE AND RE-INSTALL SIGNAGE	EA	1
14	TRAFFIC MARKINGS AND WHEEL STOP	LS	1

GENERAL NOTES:

1. SEE SHEET 3.

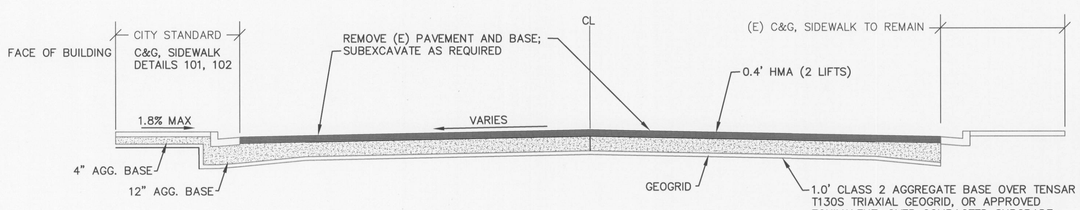
APPLICABLE FEDERAL & STATE CODES:

1. 2013 BUILDING STANDARDS ADMINISTRATIVE CODE, CHAPTER 11B, DIVISION 1, CBSC.
2. 2013 CALIFORNIA BUILDING CODE (CBC), PART 2, CBSC, (2012 IBC & CALIFORNIA AMEMDMENTS).
3. AMERICANS WITH DISABILITIES ACT (ADA), TITLE III: ADA STANDARDS FOR ACCESSIBLE DESIGN (APPENDIX A OF 28 CFR PART 36).

REGISTERED PROFESSIONAL ENGINEER GEORGE C. RAU NO. 21908 EXP. 9-30-19 CIVIL STATE OF CALIFORNIA

PREPARED BY: RAU AND ASSOCIATES, INC.

George C. Rau 6.7.2018
GEORGE C. RAU R.C.E. 21908 DATE



TYPICAL SECTION - SIDEWALK REHABILITATION

N.T.S.

DATUM

HORIZONTAL DATA:
COMPASS BEARING CP1 TO CP2 = N 78° E

VERTICAL DATA:
ASSUMED ELEVATION OF CP1 = 100.00'

CONTOUR INTERVAL:
CONTOUR INTERVAL = 1'

CITY OF UKIAH

SMITH STREET
REHABILITATION PROJECT
COVER SHEET

SCALE: AS SHOWN	CITY APPROVAL BY:	DRAWN BY: JCJ
DATE: OCTOBER 2, 2015	TIM E. ERIKSEN R.C.E. 62230 — 6-7-18 DATE — DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	CHECKED BY: GCR
SPECIFICATION NUMBER: 15–12		RAU JOB NO. R10064.1
REVISIONS:	REGISTERED PROFESSIONAL ENGINEER TIMOTHY E. ERIKSEN 62230 EXP 9/30/19 CIVIL STATE OF CALIFORNIA	SHEET NUMBER: 1 of 3

SMITH STREET REHABILITATION PROJECT

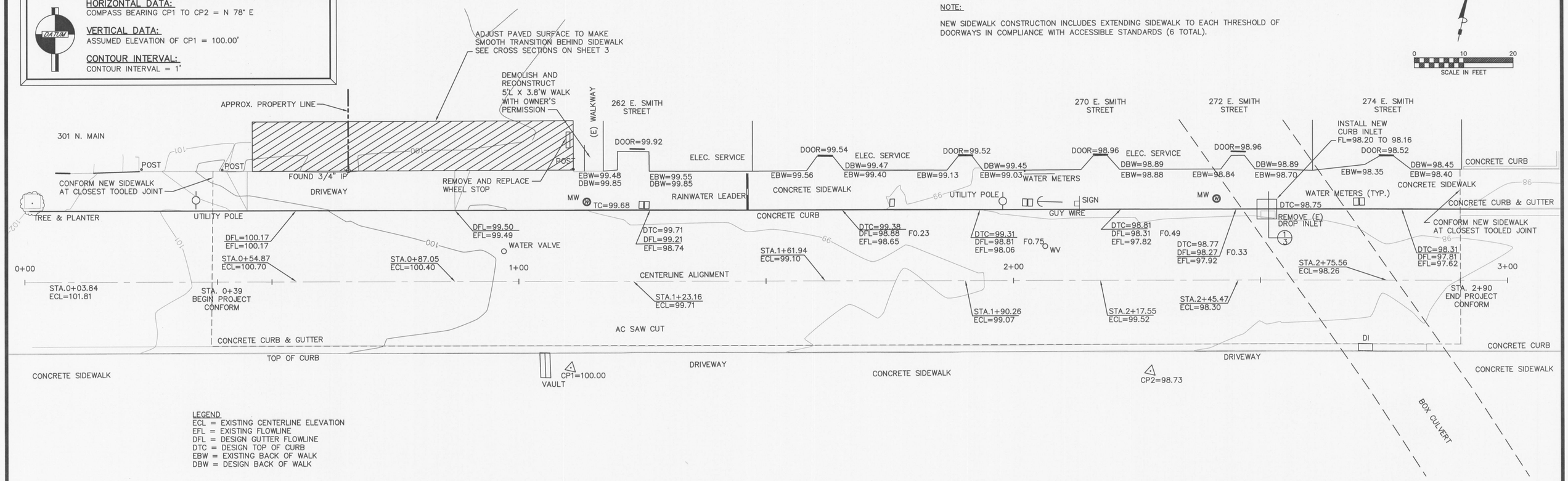
HORIZONTAL DATA:
COMPASS BEARING CP1 TO CP2 = N 78° E

VERTICAL DATA:
ASSUMED ELEVATION OF CP1 = 100.00'

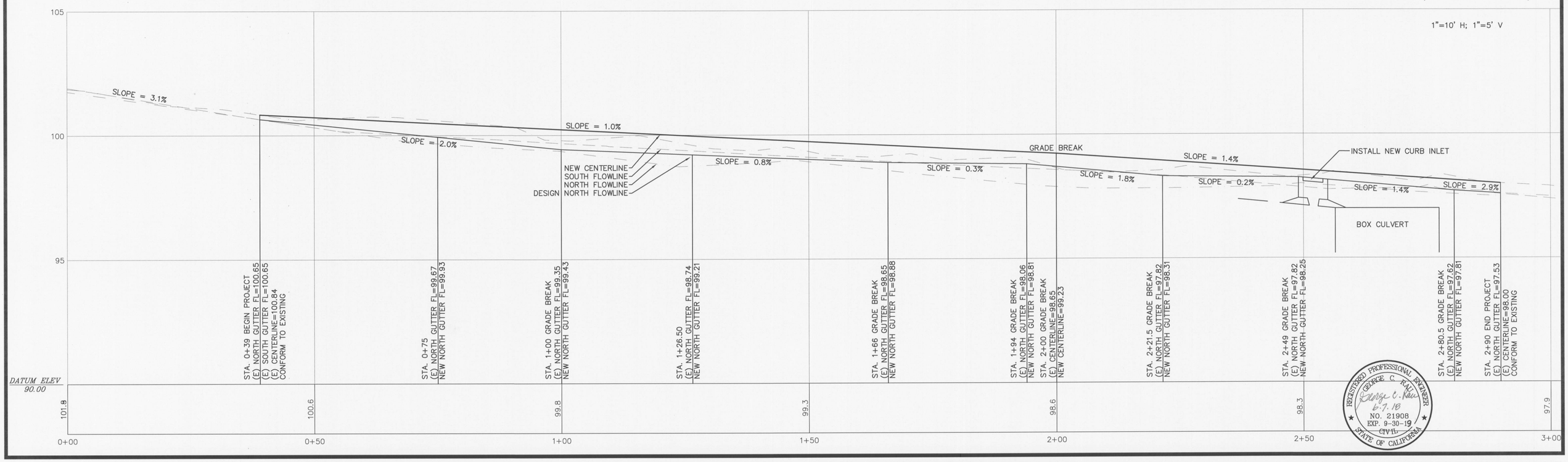
CONTOUR INTERVAL:
CONTOUR INTERVAL = 1'

NOTE:
NEW SIDEWALK CONSTRUCTION INCLUDES EXTENDING SIDEWALK TO EACH THRESHOLD OF DOORWAYS IN COMPLIANCE WITH ACCESSIBLE STANDARDS (6 TOTAL).

0 10 20
SCALE IN FEET



LEGEND
ECL = EXISTING CENTERLINE ELEVATION
EFL = EXISTING FLOWLINE
DFL = DESIGN GUTTER FLOWLINE
DTC = DESIGN TOP OF CURB
EBW = EXISTING BACK OF WALK
DBW = DESIGN BACK OF WALK



REGISTERED PROFESSIONAL ENGINEER GEORGE C. RAU NO. 21908 EXP. 9-30-19 CIVIL STATE OF CALIFORNIA

DATE:	REVISION:	BY:	COMPUTER NO. SERVER
			PATH:
			FILE:
			PSVIEW:
			MSVP:
			MSVIEW:

OWNER: CITY OF UKIAH

LOCATION: E. SMITH STREET UKIAH, CALIFORNIA

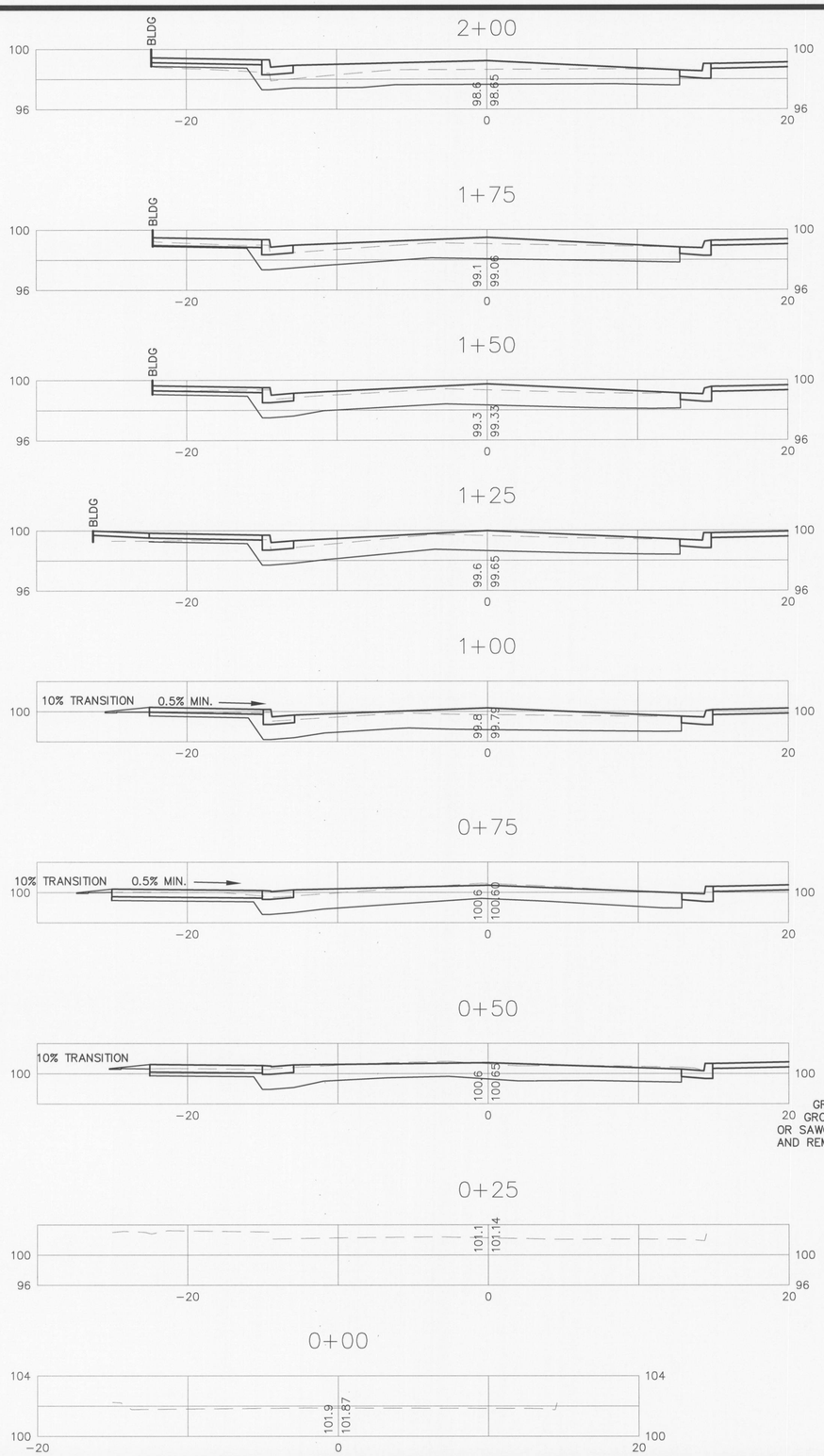
RAU AND ASSOCIATES INC.
CIVIL ENGINEERS · LAND SURVEYORS
100 NORTH PINE STREET · (707) 462-6536 · UKIAH, CA 95482

DRAWING: PLAN & PROFILE

PROJECT: SITE IMPROVEMENTS

Date:	AUG. 2010
Scale:	AS SHOWN
Drawn:	JCJ
Checked:	JR
Reviewed:	GCR
JOB NO.	R10064

SHEET 2 of 3 SHEETS



GENERAL NOTES:

A. CONSTRUCTION GENERAL NOTES

1. THE PROJECT, IN GENERAL, IS TO RECONSTRUCT APPROXIMATELY 250 LINEAR FEET OF AN EXISTING SIDEWALK, CURB AND GUTTER ON THE NORTH SIDE OF SMITH STREET TO CONFORM WITH THE EXISTING SIDEWALKS AT THE LIMITS OF CONSTRUCTION, TO REMOVE AND REPLACE THE EXISTING PAVEMENT IN SMITH STREET AND TO CONFORM WITH THE EXISTING THRESHOLDS OF SIX DOORWAYS ADJACENT TO THE RECONSTRUCTED SIDEWALK.
2. WHENEVER THE REFERENCE "STANDARD SPECIFICATIONS" IS USED IN THESE NOTES, IT SHALL REFER TO THE "STANDARD SPECIFICATIONS," DATED 2010, AND PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION. ALL WORK SHALL CONFORM TO THE STANDARD SPECIFICATIONS UNLESS OTHERWISE STATED IN THESE NOTES.
3. ALL WORK SHALL BE COORDINATED THROUGH THE CITY OF UKIAH'S DEPARTMENT OF PUBLIC WORKS REPRESENTATIVE. THE CITY OF UKIAH MAY DESIGNATE OTHER INDIVIDUALS WHO WILL COORDINATE, REVIEW, OR OTHERWISE WORK WITH THE CONTRACTOR FOR SPECIFIC TASKS.
4. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT UTILITY STRUCTURES, WHETHER SUCH FACILITIES ARE SHOWN ON THE PLANS OR NOT. CALL UNDERGROUND SERVICES ALERT (U.S.A.) AT LEAST 2 WORKING DAYS PRIOR TO BEGINNING WORK AT 1-800-227-2600. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE PRECISE LOCATION OF UNDERGROUND UTILITIES PRIOR TO STARTING CONSTRUCTION.
5. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND PROTECTING THE WORK AND REPLACING ANY DAMAGED OR LOST FACILITIES, AND FOR MAINTAINING TEMPORARY CONTROL OVER THE PROJECT AREA(S) UNTIL ACCEPTED BY THE CITY OF UKIAH.

   SUCH CONTROL SHALL INCLUDE, BUT NOT BE LIMITED TO, PROVIDING CONVENIENT ACCESS FOR BUSINESSES WITHIN THE WORK AREA, PROVIDING CONSTRUCTION TOOL ELECTRICITY EXCEPT AS MAY BE ARRANGED FOR WITH THE OWNER, PROVIDING SANITARY FACILITIES, PROVIDING SAFETY EQUIPMENT SUCH AS BARRICADES, WARNING SIGNS, FLASHERS, AND FLAGGERS, PROVIDING SECURITY AGAINST UNLAWFUL ENTRY ONTO THE PREMISES UNDER CONSTRUCTION, AND FOR PROVIDING A CLEAN WORKSITE AT ALL TIMES.
6. CONTRACTOR SHALL CONFINE HOURS OF CONSTRUCTION OPERATION TO BETWEEN 7 A.M. AND 6 P.M., MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.
7. CONTRACTOR SHALL TAKE PARTICULAR CARE DURING FUELING OPERATIONS AND IN SELECTING LOCATIONS WHERE EQUIPMENT IS PARKED FOR THE NIGHT. FUELING OPERATIONS SHALL TAKE PLACE AS FAR AWAY AS POSSIBLE FROM DROP INLET INTO THE BOX CULVERT CONVEYING GIBSON CREEK. NO FUELS OR OILS SHALL BE STORED ON SITE.

B. SITE PREPARATION

1. THE CONTRACTOR SHALL DEMOLISH ONLY THE MINIMAL AREA REQUIRED TO PERFORM THE WORK SHOWN ON THE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE TO PROTECT ALL PAVED AREAS OUTSIDE OF THE WORK AREA.
2. CONTRACTOR SHALL PROVIDE DUST CONTROL MEASURES FOR THE DURATION OF THIS CONSTRUCTION PROJECT.
3. NEATLY SAWCUT CONCRETE AND A.C. PAVING TO LIMITS SHOWN ON THE DRAWINGS.
4. ALL DEBRIS GENERATED FROM DEMOLITION TO BE REMOVED AND PROPERLY DISPOSED OF AT THE CONTRACTOR'S EXPENSE.

C. SUBGRADE PREPARATION

1. THE EXPOSED SUBGRADE SHALL BE SCARIFIED AND MOISTURE CONDITIONED TO OPTIMUM OR AS MUCH AS 2% OVER OPTIMUM MOISTURE CONTENT AND COMPACTED TO 90% RELATIVE COMPACTION TO BE FIRM AND UNYIELDING.
2. WORK THAT HAS BEEN SUSPENDED BY WEATHER, SCHEDULING OR FOR ANY OTHER REASON, SHALL BE PROTECTED AGAINST THE EFFECTS OF SUCH WEATHER OR OTHER CONDITIONS. GRADING WHICH HAS BEEN CONSIDERED ACCEPTABLE BUT WHICH HAS BEEN SUBSEQUENTLY DAMAGED SHALL BE RE-WORKED TO MEET THE REQUIREMENTS OF THE SPECIFICATIONS.
3. IMMEDIATELY PRIOR TO PLACEMENT OF AGGREGATE BASE, INSTALL TRIAXIAL GEOGRID. OVERLAP MATERIAL A MINIMUM OF 0.67' AND MAINTAIN GEOGRID FREE OF WRINKLES AND OTHER IRREGULAR SHAPES.

D. SIDEWALK, CURB AND GUTTER, AND STREET PAVEMENT IMPROVEMENTS

1. AGGREGATE BASE SHALL BE CLASS 2, AGGREGATE BASE, ¾ MAXIMUM, AND SHALL BE AS SPECIFIED IN SECTION 26 "AGGREGATE BASES" OF THE CALTRANS STANDARD SPECIFICATIONS. THICKNESSES OF AGGREGATE BASE UNDER SIDEWALKS AND UNDER THE STREET PAVEMENT SECTION ARE SHOWN IN THE PLANS. COMPACTION SHALL BE 95% RELATIVE COMPACTION WHEN TESTED IN ACCORDANCE WITH CALTRANS TEST METHOD 216 AND 231. ALL OTHER PROVISIONS IN SECTION 26, SHALL BE FOLLOWED.
2. CONCRETE SIDEWALK, CURB AND GUTTER SHALL CONFORM TO THE PROVISIONS IN SECTION 73 "CONCRETE CURBS AND SIDEWALKS" AND THE PROVISIONS IN SECTION 90-2 "MINOR CONCRETE" OF THE STANDARD SPECIFICATIONS. USE CITY OF UKIAH STANDARD DETAILS 101 AND 102 FOR DIMENSIONS OF CURB AND GUTTER AND FOR SIDEWALK SCORING, WEAKENED PLANE AND EXPANSION JOINTS.
3. HOT MIX ASPHALT (HMA) SHALL CONFORM TO THE PROVISIONS OF SECTION 39, "HOT MIX ASPHALT" OF THE STANDARD SPECIFICATIONS. IN LIEU OF DEVELOPING A JOB MIX FORMULA FOR THIS PROJECT, MATERIALS FROM A COMMERCIAL PLANT WHICH HAS HAD MATERIALS TESTED AND APPROVED BY CALTRANS WITHIN THE LAST YEAR MAY BE USED. USE1/2 INCH TYPE A MIX WITH GRADE 64-16 ASPHALT BINDER. PLACE AND COMPACT HMA IN TWO LAYERS.
4. JOINT SEALANT SHALL BE "FLEXI-SEAL" BY CONTRACTORS CHEMICAL INC., HAYWARD, CAA; (510) 783-5631.
5. JOINT FILLER SHALL CONFORM TO SECTION 73-1.02 "MATERIALS' OF THE STANDARD SPECIFICATIONS. USE A.P.S. ASPHALT IMPREGNATED FIBERBOARD, OR APPROVED EQUIVALENT.

E. UTILITY BOX ADJUSTMENT

1. ADJUST ALL WATER METER BOXES AND MONITORING WELL COVERS TO GRADE OF THE NEW SIDEWALK.
2. ADJUST GUTTER FLOW LINE TO TRANSITION TO THE GRATE ELEVATION SHOWN ON THE PLAN. THE HEIGHT OF CURB WILL VARY FROM 6 INCHES TO APPROXIMATELY 6.5 INCHES IN THE TRANSITION LENGTH.

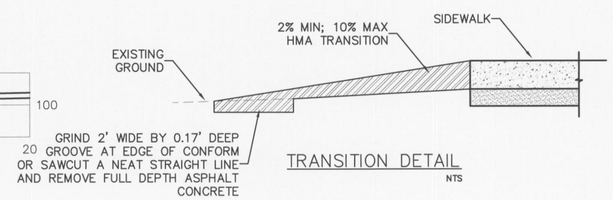
F. CLEANUP AND EROSION CONTROL

1. REMOVE ALL DEBRIS FROM DEMOLITION OF EXISTING FACILITIES AND/OR THE NEW CONSTRUCTION AND DISPOSE OF THE DEBRIS IN ACCORDANCE WITH THE RULES AND REGULATIONS CONCERNING WATER QUALITY.

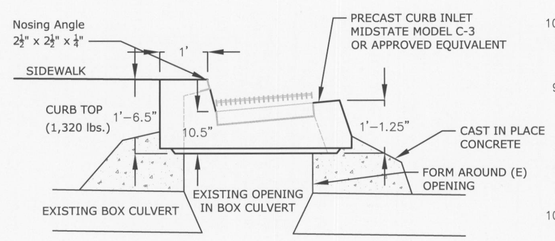
0 5 10
SCALE IN FEET

TRANSITION NOTE:

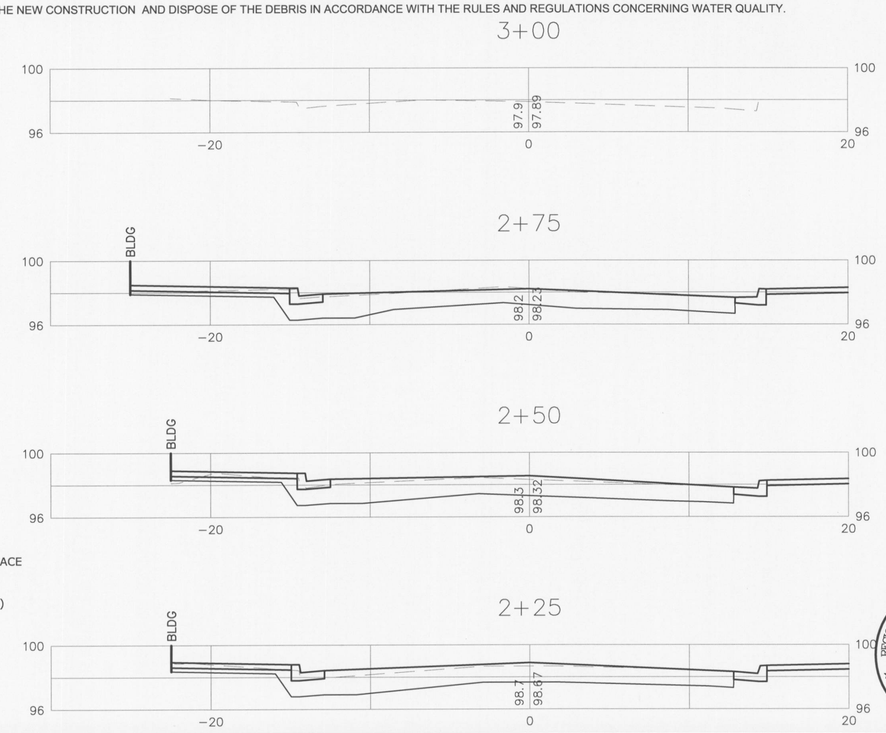
CONTRACTOR SHALL WORK WITH CITY ENGINEER AND LAND OWNERS TO PROVIDE A SMOOTH TRANSITION FROM BACK OF WALK TO PAVED SURFACES BETWEEN STATION 0+39 AND STATION 1+17±



TRANSITION DETAIL
NTS



SECTION 1 – CURB INLET DETAIL
NTS



REGISTERED PROFESSIONAL ENGINEER
GEORGE C. RAU
NO. 21908
EXP. 9-30-19
CIVIL
STATE OF CALIFORNIA

DATE:	REVISION:	BY:

COMPUTER NO. SERVER
PATH:
FILE:
PSVIEW:
MSVP:
MSVIEW:

OWNER: CITY OF UKIAH

LOCATION: E. SMITH STREET
UKIAH, CALIFORNIA

RAU AND ASSOCIATES INC.
CIVIL ENGINEERS · LAND SURVEYORS
100 NORTH PINE STREET · (707) 462-6536 · UKIAH, CA 95482

DRAWING: CROSS SECTIONS

PROJECT: SITE IMPROVEMENTS

Date:	AUG. 2010
Scale:	AS SHOWN
Drawn:	JCJ
Checked:	JR
Reviewed:	GCR
JOB NO.	R10064

SHEET 3 of 3 SHEETS

CONTRACTOR LOG-IN SHEET
City of Ukiah Mandatory Pre-Bid Meeting: 10:00 a.m., July 12, 2018
Spec. 15-12 Smith Street Rehabilitation Project

Company: NORTHWEST CONSTRUCTION INC.

Here as Prime Contractor or Sub-contractor? PRIME

Representative: LARRY BROOKS

Phone #: 707-485-6210

E-mail address: CNORTHWEST@COMCAST.NET

Company: ARGONAUT CONSTRUCTORS

Here as Prime Contractor or Sub-contractor? Prime

Representative: DAVID STANFORD

Phone #: 542-4862

E-mail address: dave@ARGONAUTCONSTRUCTORS.COM

Company: Granite Construction Co.

Here as Prime Contractor or Sub-contractor? Prime

Representative: Joe Picard

Phone #: 707-472-6175

E-mail address: Joseph.picard@gcinc.com

CONTRACTOR LOG-IN SHEET
City of Ukiah Mandatory Pre-Bid Meeting: 10:00 a.m., July 12, 2018
Spec. 15-12 Smith Street Rehabilitation Project

Company: Mendocino Construction Services

Here as Prime Contractor or Sub-contractor? Prime

Representative: Bret McPhaul

Phone #: 459-2377

E-mail address: bret@mcsnai.com

Company: Ghilotti Construction Co.

Here as Prime Contractor or Sub-contractor? Prime

Representative: ~~[illegible]~~ Annette Conley

Phone #: 707/585-1221

E-mail address: annette@ghilotti.com

Company: _____

Here as Prime Contractor or Sub-contractor? _____

Representative: _____

Phone #: _____

E-mail address: _____

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorger@cityofukiah.com

City of Ukiah

SPEC. 15-12 – SMITH STREET REHABILIATION PROJECT
Addendum No. 1
July 20, 2018

The following is Addendum No. 1 to SPEC. NO. 15-12 – SMITH STREET REHABILITATION PROJECT

IF YOU SUBMIT A PROPOSAL, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION, THIS SIGNED ACKNOWLEDGMENT MUST BE SUBMITTED WITH YOUR PROPOSAL, OR IT MAY BE DEEMED AS NON-RESPONSIVE.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

1. **THE BID DUE DATE HAS CHANGED to *MONDAY, JULY 30, 2018, 2:00 P.M.***
2. The following are clarifications from the July 12th, 2018 Mandatory Pre-Bid Meeting:
    a. Water boxes: The contractor will replace, as part of the contract, all damaged water boxes with B12 boxes with reading lids. These will not be provided by the City.
    b. If the contractor accepts any additional structural work for the adjacent property owner, the City will work with the contractor to accommodate for working days.
    c. The apparent low-bidder will be provided the adjacent property owner's contact information at time of contract award.
    d. Street closure: The street will be closed for paving but left open during sidewalk work. Appropriate traffic control will be required. Exceptions to road closures may be made with direction or approval from the City Engineer.
3. Additional scope of work has been added. Please refer to the attached drawing.
4. Due to the additional scope of work, the proposal sheet on Page 41 of the bid specifications has been revised. Contractors are to use the revised proposal sheet provided here as an attachment. Changes are identified by **bold text.**

All other terms and conditions remain in full force and effect.

Mary V. Horger
Procurement Manager

ACKNOWLEDGMENT
I hereby acknowledge that I have received this Addendum No. 1 and have reviewed and considered it before submitting my proposal.

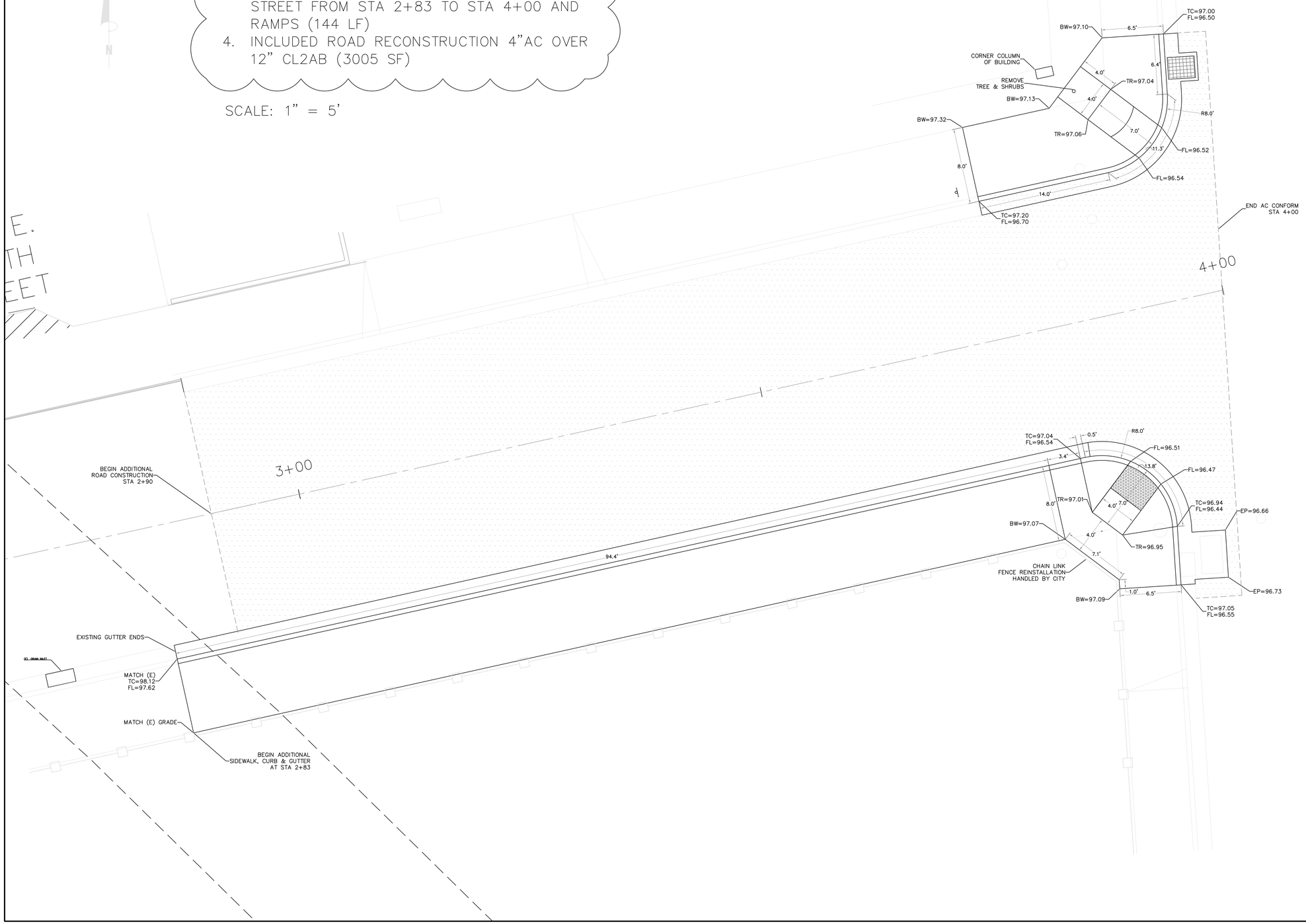
Signed: _____ Date: _____

Company Name: _____

ADDITIONAL WORK:

1. INCLUDED TWO CURB RAMPS (330 SF)
2. INCLUDED SIDEWALK S/SIDE SMITH STREET FROM STA 2+83 TO STA 4+00 (755 SF)
3. INCLUDED CURB & GUTTER S/SIDE SMITH STREET FROM STA 2+83 TO STA 4+00 AND RAMPS (144 LF)
4. INCLUDED ROAD RECONSTRUCTION 4"AC OVER 12" CL2AB (3005 SF)

SCALE: 1" = 5'



SCALE: AS SHOWN
DATE:
DATE
DRAWING NUMBER:
PAGE 4

Location EAST SMITH STREET

Project SMITH STREET REHABILITATION PROJECT

Title ADDENDUM #1 – ADDED SCOPE

CITY OF UKIAH

300 Seminary Avenue
Ukiah, CA 95482

DRAWN: A.R.S.

CHECKED BY: T.E.

JOB NUMBER: SPEC NO.

DRAWING FILE: S:\PUBLIC WORKS\AUTOCAD\CURB RAMPS\SMITH STREET ADDITIONAL DESIGN.DWG

NAME OF BIDDER: _____

SPECIFICATION NO. 15-12

PROJECT NAME: SMITH STREET REHABILITATION PROJECT

Line # (F or P)	Description	Unit of Measure	Quantity	Unit Price	Extended Amount for Item
1	Mobilization	LS	1	$_____	$_____
2 (F)	Remove Frontage Improvements	SF	2405	$_____	$_____
3 (F)	Excavate Street Section	SF	**10,035**	$_____	$_____
4 (F)	Prepare Subgrade	SF	9009	$_____	$_____
5 (F)	Geotextile Stabilization Fabric	SY	1001	$_____	$_____
6 (F)	Class 2 Aggregate Base	TON	**830**	$_____	$_____
7 (F)	HMA Street Paving	TON	**264**	$_____	$_____
8 (F)	Concrete Curb and Gutter	LF	**352**	$_____	$_____
9 (F)	Concrete Driveway Approach	SF	403	$_____	$_____
10 (F)	Concrete Sidewalks	SF	**2437**	$_____	$_____
11 (F)	HMA Transition Area	SF	650	$_____	$_____
12	Remove and Replace Drop Inlet	LS	1	$_____	$_____
13	Salvage and Reinstall Signage	**EA**	**4**	$_____	$_____
14	Pavement Markings and Wheel Stop	LS	1	$_____	$_____
15	**Concrete Curb Ramp**	**SF**	**330**	$_____	$_____
				TOTAL BASE BID AMOUNT	$_____

Agenda Item No.: 13a

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-442-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Consideration of a letter of support for SB 1029 the Great Redwood Trail Act.

DEPARTMENT: Administration **PREPARED BY:** Maya Simerson

ATTACHMENTS:

Attachment 1 - SB 1029 Letter of Support City of Ukiah

Summary: Consideration of a letter of support for Senator Mike McGuire's bill SB 1029 'The Great Redwood Trail Act'.

Background: The North Coast Railroad Authority was created by the State legislature to preserve rail service to the north coast but without funding for operations and maintenance. Freight rail service was restored to the southern sixty-two miles of the right of way in 2011 but NCRA lacks the funding to pursue grants or other sources of funding to restore rail service to Mendocino County. This past spring Senator Mike McGuire's bill (SB 1029) that will create the Great Redwood Trail, a trail system along the railroad tracks, from the San Francisco Bay to the Humboldt Bay was approved in the Senate with a unanimous, bipartisan vote and is now cycling through the Assembly. The bill will transform over 300 miles of deteriorated train track into a recreational amenity to the benefit of residents, visitors and the rural economies it passes through. Hikers, cyclists and equestrians will have access to the trail that will wind through scenic landscapes, redwoods, state parks and numerous local trails as well as the incredible Eel River Canyon that in many areas has rarely been seen in the

RECOMMENDED ACTION: Authorize the Mayor to sign a letter of support to be sent to the Governor of California requesting approval and funding for SB1029 on behalf of the Ukiah City Council and authorize the Mayor to sign other corresponding regional support efforts for SB 1029.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager, Neil Davis, Ukiah Valley Trail Group and John McCowen, Supervisor Mendocinoc County

Approved: Sage Sangiacomo, City Manager

last twenty years.

Discussion: A website has been established with information about the bill and hosts updates on its status. The website can be found at https://greatredwoodtrail.org/. The website content references the following information about the project:
"The Great Redwood Trail will be a significant economic driver for the rural North Coast communities it would wind through. California outdoor recreation is one of the fastest growing sectors of the Golden State's economy. It generates over $92 billion a year in California, is responsible for nearly 700,000 jobs with over $30 billion in wages, and brings over $6 billion in tax revenues back to state and local communities. The trail will attract hundreds of thousands of locals and visitors alike to hike this spectacular landscape and inject needed funds into the small, rural economies that would neighbor the potential future trail."

SB 1029 provides for transfer of the right of way south of milepost 142.5 (just north of Willits) to the Sonoma Marin Area Transit Authority (SMART) and to the newly created Great Redwood Trail Agency (GRTA) from milepost 142.5 to the Humboldt Bay. Upon transfer of the right of way, the bill provides for the dissolution of the North Coast Rail Authority (NCRA), but does not currently require that its financial debt be resolved. The bill also requires SMART to conduct a study of the feasibility of operating freight rail to milepost 142.5 but only if funding can be secured from "non-local sources". It is unknown at this time if dissolution of NCRA as currently proposed will impact development of the Ukiah Depot Site.

If approved, the attached letter will be sent to Governor Brown on behalf of our City Council to pledge support for SB 1029. The letter also urges the Governor's office to support and fund the debt associated with the item, support funding for the successor agencies, support funding for the freight rail study, and provide assurances that the bill will not negatively impact completion of the Ukiah Depot infrastructure project.

A complete copy of SB 1029 bill text can be found here:
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1029

The League of California Cities is tracking SB 1029 and can be monitored at this link:
http://www.cacities.org/Policy-Advocacy/Bill-Search (search for SB 1029)

The bill is to be heard at an upcoming Assembly Appropriates Committee in August. A letter of support from City Council would lend support to the bill that has yet to receive a single 'no' vote and has gained other letters of support from Humboldt County. The draft letter of support included here as Attachment #1 lends the City of Ukiah's support to the bill, urges the State to allocate funding to clear the North Coast Rail Authority debt, asks for the State to allocate funding for the operations and maintenance of a new agency, supports funding of a freight rail study with the goal of maintaining the existing rail line with the priority of re-establishing freight service from the southern Mendocino County line to Willits and seeks assurances that the bill will not impede completion of the Ukiah Depot infrastructure project.

2

ATTACHMENT #1

City of Ukiah

August 1, 2018

The Honorable Governor Jerry Brown
Governor Edmund G. Brown
c/o State Capitol Suite 1173
Sacramento, CA 95814

RE: Support for funding SB 1029: Great Redwood Trail Act

Governor Brown,

On behalf of the Ukiah City Council for the City of Ukiah, we write to express our strong support for the passing and funding of SB 1029: Great Redwood Trail Act. This bill offers two key elements. First, it dissolves the North Coast Railroad Authority (NCRA) and transfers responsibility for maintenance of the right of way from Lombard to Willits to the Sonoma Marin Transit Agency (SMART). The second key element is the formation of the Great Redwood Trail Agency which will assume responsibility for the right of way from Willits north to Humboldt Bay with the primary charge of developing a trail.

Senate Bill 1029 will allow the railroad corridor that transects the center of Mendocino County, which has been out or service for the better part of two decades, to potentially be restored to service with the additional mandate of developing a continuous trail system the length of the right of way. Restoration of rail service and the addition of a continuous trail will have positive economic and recreational impacts to the rural communities it affects.

Within the City of Ukiah a rail to trail project has been successfully implemented with the cooperation and support of the North Coast Railroad Authority. Development of a continuous trail the length of the NCRA right of way is an ambitious goal but one that will have significant health, recreational and economic benefits.

We strongly believe restoration of freight rail service is economically and environmentally beneficial, but lack of funding to achieve this desirable goal has prevented its fulfillment. It is important to note that the restoration of freight rail to central Mendocino County continues to be an important economic development goal for our community. Restoration of freight rail, which can transport four times the amount of goods per unit of energy, will significantly reduce shipping costs, relieve highway congestion and reduce greenhouse gas emissions. For this reason we strongly endorse the requirement that SMART conduct a freight rail study and request that funding

300 Seminary Avenue • Ukiah • CA • 95482-5400
Phone: (707)463-6200 · Fax: (707)463-6204 ·www.cityofukiah.com

for this task be included in the bill. We also encourage consideration of requiring SMART to contract with a qualified freight operator to ensure optimal stewardship of the freight operation.

Further, we believe it is imperative that the State retire NCRA's debt. Since its inception NCRA has been operating without State funding for operations and maintenance which has greatly compromised its ability to fulfill its State mandated responsibilities. This has proven to be an unsustainable model. It is important that the successor agencies be able to move forward with adequate State funding and without the anchor of this debt.

Finally, we wish to take note that NCRA has successfully completed environmental remediation of the Ukiah depot site; sold 4.1 acres of the site to the State for a new Mendocino County courthouse; constructed a new bridge to serve the future courthouse and adjacent parcels; and is in the process of completing circulation and utility improvements to serve the courthouse and adjacent parcels. Development of the Ukiah Depot site fulfills important public policy goals for the City of Ukiah, County of Mendocino, Mendocino County Superior Court and the State Judicial Council. This project is currently dependent on certain contractual obligations of NCRA and it is important that neither the provisions nor timing of this bill negate completion of the Depot infrastructure project.

In conclusion, we strongly support SB 1029 and encourage allocation of State funding to retire NCRA debt, funding for the freight rail study, annual appropriations to adequately fund NCRA's successor agencies, and assurances that development of the Ukiah depot site will not be negatively impacted. Provided the successor agencies are adequately funded, SB 1029 can engage the passion, creativity, and entrepreneurial resources of our communities to develop the potential of this public access corridor into a recreational amenity that also preserves the rail line in areas where train service is possible.

Sincerely,

Kevin Doble
Mayor, Ukiah City Council

Agenda Item No.: 13b

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-438-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Consideration of Award of Contract for Slurry Seal of Local Streets, Specification No. 18-02 and Approve (if necessary) a Corresponding Budget Amendment.

DEPARTMENT: Public Works **PREPARED BY:** Rick Seanor

ATTACHMENTS:

Attachment 1 - Specifications

Attachment 2 - Plans.pdf

Attachment 3 - Addendum

Summary: The City Council will consider awarding the contract for the Slurry Seal of Local Streets, Specification Number 18-02 and approve (if necessary) the corresponding budget amendment.

Background: Department of Public Works staff utilized its Pavement Management System to identify 32 street sections for the slurry seal project. Streets selected to receive slurry seal are those streets with good pavement condition. The slurry seal will extend the pavement life thereby protecting the City's investment in its infrastructure.

Discussion: The City publicly advertised this project on July 6 and 19, 2018, in the Ukiah Daily Journal. A copy of the Notice to Bidders was sent to all license class "A" contractors on the City's 2018 Qualified Contractors

RECOMMENDED ACTION: Award Contract for Slurry Seal of Local Streets, Specification No. 18-02 and Approve (if necessary) a Corresponding Budget Amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: $174,621; 12024600.80230

FINANCING SOURCE: Measure Y funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

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

Approved: Sage Sangiacomo, City Manager

List, and plans and specifications were distributed to the builder's exchanges. In addition, the plans and specifications were posted on the City's website. The proposed project will construct slurry seal on 32 street sections throughout the City. The specifications and plans for the project are available for review as Attachments #1 (specifications) and #2 (plans). The City issued Addendum 1 (Attachment #3) which clarified the actual dates the bid notice was advertised in the Ukiah Daily Journal. The engineer's estimate is $174,621. Sealed proposals will be received and opened by the City Clerk on July 31, 2018. A bid tabulation sheet will be provided to the City Council and the public at the meeting.

If the bid is awarded, compensation for the performance of the work will be based on unit prices bid for contract item quantities actually installed. Bid totals are based on unit prices bid for contract items at estimated quantities, and therefore, the actual total paid to the contractor may be lower or higher than the bid total indicated. As with construction projects, there may be cost overruns by reason of unforeseen work or because actual quantities installed exceed estimated quantities. Policy Resolution No. 13, authorizes the responsible Department Head, with approval of the City Manager, to issue change orders not to exceed 10 percent of the original contract sum or $5,000 whichever is greater provided that no change, when added to the original contract sum, exceeds the amount budgeted for the project.

2

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS

FOR

SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NO. 18-02

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
300 Seminary Avenue
Ukiah, California 95482-5400

Bids Open: **Tuesday, July 31, 2018**
2:00 p.m.
Office of City Clerk

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

KEVIN DOBLE – MAYOR

MAUREEN MULHEREN – VICE-MAYOR

DOUGLAS CRANE – COUNCIL MEMBER

STEVE SCALMANINI – COUNCIL MEMBER

JIM BROWN – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – PROCUREMENT MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

Approved By:

REGISTERED PROFESSIONAL ENGINEER
TIMOTHY E. ERIKSEN
62230
EXP. 9/30/18
CIVIL
STATE OF CALIFORNIA

Tim Eriksen
Director of Public Works / City Engineer

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
JUNE 2018

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR SLURRY SEAL OF LOCAL STREETS SPECIFICATION NO. 18-02

NOTICE IS HEREBY GIVEN that sealed standard proposals for SLURRY SEAL OF LOCAL STREETS will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on July 31, 2018 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 SLURRY SEAL OF LOCAL STREETS" Bids are required for the entire work described herein. No fax bids will be accepted.

ENGINEER'S ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit
1	Traffic Control	1	LS
2	Slurry Seal	81,881	SY
3	Solid Double Yellow 4" Traffic Stripe	691	LF
4	Solid 4" Yellow Traffic Stripe	1,185	LF
5	Thermoplastic Pavement Markings	1	LS
6	Pavement Marking	1	LS
7	Reflective/Non-Reflective Pavement Markers	1	LS

Plans and Special Provisions may be inspected and/or copies obtained **for a non-refundable fee of $6.90**. Plans and Special Provisions may also be downloaded at no charge from the City's website at www.cityofukiah.com/purchasing. Contact Mary Horger, Procurement Manager, City of Ukiah, 300 Seminary Avenue, Ukiah, California 95482-5400. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger at (707) 463-6233 or at fax phone (707) 313-3621.

The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid by a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right, but not the obligation, to waive any irregularity or failure to strictly comply with the bidding requirements, that the City determines in the reasonable exercise of its discretion does not provide the bidder with a competitive advantage over other bidders.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 except as allowed under Labor Code section 1771.1(a). The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the DIR.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the DIR Director has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes for the City of Ukiah. Copies of the General Prevailing Wage Determination are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD/ The prime contractor for the work herein shall possess a current, valid State of California, Class A (General Engineering) Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California.

Dated: 6/28/18

Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES: July 5 and July 19, 2018

INSTRUCTIONS TO BIDDERS

SLURRY SEAL OF LOCAL STREETS 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 thirty (30) calendar days. The Contractor will pay to the City the sum of five hundred ($500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

All objections or responses filed not more than 5 days after receipt of the written protest will be presented to the City Council at its next regular meeting occurring not less than 12 calendar days following the bid opening. The City Council will resolve the bid protest at that meeting based on the written protest, any staff recommendation and all timely written objections and responses. In accordance with the Brown Act, any person may address the City Council on this item during the meeting. The City Council action on the protest shall represent a final decision by the City on the protest.

Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings. Any bid shall take into consideration that conditions may exist underground or otherwise that are not known to the City or easily detected during a site inspection that could impact the time or cost of completing the project. The City expects the bids to anticipate such conditions so that it can know for budgeting and other purposes the total cost to complete the project before accepting a bid and undertaking the legal obligation to construct the project. In awarding the contract the City relies on the contractor's representation that its bid anticipates differing site conditions and the additional time or cost that such conditions may necessitate.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and Contract Documents. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

Bidder Inquiries and Questions

Inquiries and questions must be submitted in writing via fax or email to the following designated contact person:

Mary Horger, Procurement Manager
Fax: (707) 313-3621
Email: mhorger@cityofukiah.com

The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

Location of the Work

All of the work to be performed is within the City of Ukiah.

STREET NAME	FROM	TO
ALBRIGHT PLACE	N/SIDE OBSERVATORY AVE.	END OF COURT
ALICE AVENUE	N/SIDE OBSERVATORY AVE.	S/SIDE LUCE AVE.
BARNES STREET (SOUTH)	BETTY ST.	CLAY
BURLINGTON DRIVE	E/SIDE LOCKWOOD DR.	W/SIDE ELM ST.
CANYON VIEW CT.	W/SIDE LAUREL	END OF COURT
CARLETON DRIVE	E/SIDE LOCKWOOD DR.	W/SIDE ELM ST.
CARRIGAN LANE	CAPPS LN.	S. EMPIRE DRIVE
CLAY PLACE	CLAY ST.	END
COCHRANE AVENUE	E/SIDE BANKER BLVD.	ALICE AVE. - MINUS HELEN
COURT STREET	W. GOBBI ST.	N/SIDE FREITAS ST.
CREEKSIDE COURT	MULBURY ST.	END OF COURT
CRESTA DRIVE	WABASH AVE.	WASHINGTON AVE.
CRYSTAL BAY COURT	CAPPS LN.	END OF CT.
DONNER LANE	INCLINE DR.	HOMEWOOD DR. - MINUS CARRIGAN LN.
EASTLICK STREET	CLAY ST.	END
GIBSON STREET	N. BUSH ST.	EAST END
HILLVIEW AVENUE	E/SIDE MENDOCINO DR.	W/SIDE GARDENS AVE.
HOLDEN STREET	DORA ST.	SPRING ST.
HORTENSE STREET	PERKINS ST.	CLAY ST.
MAGNOLIA STREET	E/SIDE NO. PINE	W/SIDE STATE ST.
MARSHALL STREET	E GOBBI ST.	S. MAIN ST.
MARWEN DRIVE	N/SIDE WASHINGTON AVE.	S/SIDE OBSERVATORY AVE.
MENDOCINO DRIVE	W/SIDE DORA ST.	E/SIDE MENDOCINO PL.
NOKOMIS DRIVE	E/SIDE 1240 MARWEN DR.	W/SIDE MARWEN DR.
PINE STREET (NORTH)	N/SIDE WALNUT AVE.	N/SIDE HENRY ST.
PINE STREET (SOUTH)	PERKINS ST.	CLAY ST.
SUMMIT COURT	CAPPS LANE	END OF COURT
TAHOE COURT	CARRIGAN LN.	END OF COURT
WASHO DRIVE	N/SIDE E. GOBBI ST.	N/SIDE WIYAT ST.
WIYAT DRIVE	E/SIDE POMO DR.	W/SIDE WASHO DR.
ZEPHYR COVE COURT	CAPPS LANE	END OF COURT
CIVIC CENTER ENTRY	300 SEMINARY AVE.	

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.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Award of Contract. Award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within thirty (30) days after opening of the bids. The City reserves the right to reject any and all bids and to waive any irregularity in the proposal not pertaining to cost.

2-02. Return of Proposal Guaranties. All bid guaranties will be held until the contract has been fully executed, after which they will be returned upon request to the respective bidders whose bids they accompany.

2-03. Execution of Contract. The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the City; one copy shall be filed with the City and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the City.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments. Neither the inspection by the Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the City or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the City, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time. The granting of any extension of time on account of delays which, in the judgement of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

3-03. Extra Work. If extra work orders are given in accordance with provisions of this contract, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

3-04. Assignment of Contract. The contract may be assigned or sublet in whole or in part only upon the written consent of the City acting through its authorized agents. Consent will not be given to any proposed assignment which would relieve the original contractor or its surety of their responsibilities under the contract nor will the Engineer consent to any assignment of a part of the work under the contract.

3-05. Subcontractors. The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract which are applicable to the work of subcontractors.

Nothing contained in this contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the City and no action may be brought by any subcontractor against the City based on this contract.

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special

Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Liability of City Officials. No city official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

3-08. Dispute Resolution. Claims of $375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

4-02. Material and Labor Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the City in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in an amount not less than 5 percent (5%) of the final contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the City against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS (WITH CONSTRUCTION RISKS)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for “all risks” of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury and property damage.

4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

6. Course of Construction policies shall contain the following provisions:
   a.) The City shall be named as loss payee.
   b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-06. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the City or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site. During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings and any such thing given to the said representatives or delivered at the Contractor's office at the site of work in his or her absence shall be deemed to have been given to the Contractor.

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability

or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

6-05. Protection of Persons and Property. The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of City Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the City, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor

shall pay such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the City or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property. The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the City nor any of its agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits. The Contractor shall secure and pay for all permits, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License. The City of Ukiah will issue a no fee encroachment permit to the Contractor allowing him or her to perform work within City right of way or within City property after the Contract Documents have been executed and insurance certificates and endorsements have been approved by the City.

6-09. Construction Utilities. The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans. The approval by the Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the City shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Engineer.

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor’s attention is directed to Section 7-03 of these Special Provisions.

6-14. Assistance to Engineer. At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated

in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned material or work may be removed by the City and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions. If the Contractor, in the course of the work, finds any errors or omissions in plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the plans and the physical conditions of the locality, he or she shall immediately inform the Engineer, in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. he or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the City in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Engineer and recover from the City payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Engineer.

(1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.

(2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.

(3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the City and the Engineer, then such right shall lapse until another occasion arises according to this section.

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at

the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.

2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, $50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.

4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.

5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

6. Travel and Subsistence Payments.

   Contractor shall make travel and subsistence payments to each workman needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

7. Apprentices.

   Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

   Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and

shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty. All work shall be guarantied for a period of one year from the date of acceptance by the City. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

The City is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the final contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

6-24. Public Notification. The contractor shall be responsible for all public notification regarding construction work within the subject intersection, including detours, lane and street closures, hours of operations, and notification of affected commercial businesses within 1000 feet of the construction. For any business impacted by construction, the contractor shall provide adequate sized on-site signage indicating that businesses are open during construction for pedestrian traffic. The contractor shall prepare public noticing via the newspaper, radio announcements, notification of the emergency vehicle agencies, public transit, school buses, County of Mendocino offices, the high school, junior high school, elementary schools effected by potential detours and street closures, with recommended alternate routes of travel. Through street access from will be restricted to businesses and residents only during construction days. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval prior to noticing the public. All public noticing shall be performed a minimum of one week prior to instituting traffic control, and lane or street closures.

The tentative construction schedule shall be included in the public noticing, and the use of temporary traffic signalization of the intersection shall be noted All road closures, detour routes, and traffic control including temporary lane closure plans shall be submitted by the Contractor to the City Engineer for approval prior to public noticing and use.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

7-02. Inspection. The City will provide engineering personnel for the inspection of the work.

The Engineer and his or her representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

If the Special Provisions, the Engineer's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If such work is not in accordance with the contract documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys. Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

7-04. Rights-of-Way. The City will provide all necessary rights-of-way and easements in or beneath which work will be performed by the Contractor under this contract.

7-05. Retention of Imperfect Work. If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he or she shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or $5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

The order of such additions, omissions, corrections, alterations and modifications shall be in writing and signed by the Engineer and, in order, shall then be binding upon the Contractor. The Contractor shall proceed with the work as changed and the value of such change shall be determined as provided for in section 10-07 of these Special Provisions.

Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7-07. Additional Drawings by City. The drawings made a part of this contract at the time of its execution are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the contract drawings and the Contractor shall make his or her work conform to all such drawings.

7-08. Additional and Emergency Protection. Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under

this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the Engineer, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

7-09. Suspension of Work. The City may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor so to do. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the City does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-01. General Quality. Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship

obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Engineer.

8-04. Source of Materials. Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

8-05. Storage of Materials. Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

8-06. Drawings, Samples and Tests. As soon as possible after execution of the contract, the Contractor shall submit to the Engineer, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of these Special Provisions and Drawings. If the information thus submitted indicates the equipment or materials is acceptable, the Engineer will return one copy stamped with his or her approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Engineer.

When requested by the Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by the Engineer. Samples shall be secured and tested whenever necessary to determine the quality of the material.

SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

9-02. Time of Completion. The Contractor shall promptly begin the work under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the

Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

9-04. Unavoidable Delays. Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the City changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the City will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work.

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

9-06. Extension of Time. Should any delays occur which the Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Engineer within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the Engineer within 45 days of the occurrence unless the Engineer specifies in writing a longer period. All claims for a time extension must be approved by the Engineer and incorporated into a written change order.

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by

the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars ($25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT

10-01. Certification by Engineer. All payments under this contract shall be made upon the presentation of certificates in writing from the Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment. The Engineer shall, within the first seven (7) days of each month, make an estimate of the value of the work performed in accordance with this contract during the previous calendar month.

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

The estimate shall be signed by the Engineer and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Pubic Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.

(c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

(d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central

Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars ($500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.

(h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

(i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

(j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

(k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.

(l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with City or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of City, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by City or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared and executed by City, the Contractor and the escrow agent, which may be City. The escrow agreement shall specify, among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow. City shall have no obligation to enter any such Agreement that does not provide the City with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the

actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. The Engineer shall, as soon as practicable after the final acceptance of the work done under this contract, make a final estimate of the amount of work done thereunder and the value thereof.

Such final estimate shall be signed by the Engineer, and after approval, the City shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments. Should any payment due the Contractor or any estimate be delayed, through fault of the City beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the City shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the Engineer and approved by the City increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D,"Extra Work", and Section 9-1.03,"Force Account Payment" of the Standard Specifications.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of five hundred dollars ($500.00) per day for each and every calendar day's delay beyond the time prescribed.

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. 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. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-02. Arrangement of Plans. The Plans consist of two (2) sheets numbered 1 through 2 and they are hereby made a part of the Contract Documents.

12-03. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-04. Permits. The Contractor shall obtain and pay for all permits required to complete this work except the required encroachment permit. The Contractor shall obtain an encroachment permit from the Public Works Department at no cost prior to the start of the Work. The encroachment permit will not be issued until the Contract Agreement and bonds have been executed, submitted, and accepted by the City and all insurance endorsements have been submitted to and accepted by the City's Risk Manager.

12-05. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, 2010, are hereby made a part of these Technical Specifications, and are hereinafter referred to as "Standard Specifications" and "Standard Plans."
Whenever the following terms are used in the Standard Specifications and the Standard Plans, they shall be understood to mean and refer to the following:
Department or Department of Transportation - The City Council.
Director of Public Works - The City of Ukiah Director of Public Works/City Engineer.
Engineer - The Engineer, designated by the Director of Public Works, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Laboratory - The designated laboratory authorized by the City of Ukiah to test materials and work involved in the contract.
State - The City of Ukiah
Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the California Standard Specifications.
In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. City Special Provisions (Technical Specifications)
2. City Project Plans
3. City Standard Plans and Details
4. California Standard Plans
5. California Standard Specifications

12-06. Temporary Facilities. All temporary facilities are the responsibility of the Contractor and the removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the installation and removal of the Contractor's temporary facilities.

12-07. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass through the work.
The Contractor shall post notice(s) at the job sites a minimum of 72 hours in advance of working at the site, indicating the date and times that street parking will be prohibited. This notice shall be placed in obvious locations and be spaced no further than 250 feet apart along the length of the project site and on each side of the affected street. The Contractor shall also provide and place door hangers at all houses adjacent to working area. The door hanger notification shall be in writing and it shall be submitted to the Engineer for approval a

minimum of 5 working days prior to the proposed public notification. Full cost for "Public Convenience and Safety" shall be considered as included in the various items of work and no additional compensation will be made.

12-08. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," and 7-1.095, "Flagging Costs," of the California Standard Specifications.
Streets shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.
Full costs for "Maintaining Traffic", including "Flagging Costs", shall be considered as included in the various items of work and no additional compensation will be made.
Street Closures shall conform to the provisions in the section of these Special Provisions entitled "Traffic Control System for Street Closure."
When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
The full width of the traveled way shall be opened for use by public traffic on Saturdays, Sundays, and designated City holidays, after 3:00 p.m. Fridays and the day preceding designated City holidays, and when construction operations are not actively in progress.
Designated City holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, the second Monday in November, Thanksgiving Day, the day following Thanksgiving Day, December 24th, December 25th, December 30th, December 31st. When a designated City holiday falls on a Sunday, the following Monday shall be a designated City holiday. When a designated City holiday falls on a Saturday, the preceding Friday shall be a designated City holiday.
Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.
The fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished and installed by the Contractor, at his expense, to conform to the provisions in said Section 7-1.09, and in addition to any construction area traffic control devices for which payment is provided for elsewhere in the specifications.
Payment. Full costs for "Maintaining Traffic", including "Flagging Costs" shall be considered as part of the lump sum payment for Traffic Control System and no additional compensation will be made.

12-09. Traffic Control System for Street Closure. A traffic control system shall consist of closing streets in accordance with the Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, and provisions under "Maintaining Traffic" elsewhere in these Special Provisions.

The provisions in this section will not relieve the Contractor of their responsibilities that may be necessary to comply with the provisions in Section 12-08, "Public Safety", of the Standard Specifications.

The base material of construction area signs may be plywood in City Right-of-Way, but shall not be plywood in the State Right-of Way.

The contractor shall develop and submit to the Engineer for approval a Traffic Control Plan a minimum of one week before beginning construction. The Traffic Control Plan shall show the planned method of traffic control during construction.

The following information shall be included in the Traffic Control Plan:

- Sequencing of construction
- Street layout, with street names and direction of flow
- Location and types of construction area signs (including pedestrian notification)
- Locations of barriers or other traffic control devices
- Location of flaggers
- A contingency plan for how to handle emergency vehicles

The Contractor shall not begin construction at the site until the Traffic Control Plan is reviewed and approved by the Engineer. The City reserves the right to delay the contractor's operations until such time that a Traffic Control Plan has been reviewed and approved by the Engineer.

If any component in the traffic control system is damaged, displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When street closures are made for work periods only, at the end of each work period, all components of the traffic control system shall be removed from the traveled way and shoulder. If the contractor so elects, said components may be stored at select central locations, approved by the Engineer, within the limits of the street right-of-way.

Payment. The contract lump sum price paid for traffic control shall include full compensation for furnishing a Traffic Control Plan, furnishing all labor, materials (including signs), tools, equipment, and incidentals and for doing all the work involved in placing, removing, storing, maintaining and moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

12-10. Stream Pollution. The Contractor shall exercise precaution to limit the muddying or silting of live streams and drainage channels to the maximum extent practicable, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.
The Contractor's attention is also directed to Section 7-1.01G, "Water Pollution," of the Standard Specifications and to Section 13, "Water Pollution Control", of the Construction Details Section concerning the requirement for submittal to the Engineer for approval a written program for the control of pollution to adjacent drainage courses during the construction of the project. Said written program shall include the erosion control provisions required by Section 13, "Temporary Erosion Control", of these Construction Details."

12-11. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one year from the date of final acceptance. The Contractor shall replace promptly and at his own expense any materials and/or workmanship that are faulty or defective during this warranty period.

12-12. Utilities. The owner will not arrange water, sewer or electrical services for construction. It is the Contractor's sole responsibility to arrange such services as necessary with the applicable utility provider(s).

12-13. Dust Control. Dust control shall conform to the provisions of Section 10 of the Standard Specifications. Full compensation for dust control shall be considered as included in the prices paid for the various contract items and no additional compensation will be made therefore. This includes the application of water for the purpose of controlling dust caused by public traffic within the project area. The Contractor may at his option use dust palliative in accordance with the provisions of Section 18, "Dust Palliative'" of the Standard Specifications except that the full compensation for applying dust palliative shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be made therefore.

All active construction areas shall be watered at least twice daily and more often during hot or windy periods. The active areas adjacent to the apartment complexes shall be kept damp at all times. Hauling trucks shall be covered or at least a two-foot freeboard shall be maintained.

Unpaved access roads, parking areas for construction equipment and construction employee vehicles, staging areas, and storage areas shall be paved or shall receive the application of either water twice daily or non-toxic soil stabilizers. All paved access roads, parking areas, staging areas, storage areas, and public roads impacted by the work of the project shall be swept daily with street sweepers equipped with water spray to remove soil materials that have been deposited on these surfaces by reason of the work.

The Contractor shall enclose, cover, or water twice daily or apply non-toxic soil stabilizers or install erosion control blankets to or on exposed stockpiles, embankment slopes, and cut slopes. Traffic speeds on unpaved surfaces shall be limited to a maximum speed of 15 mph

12-14. Noise Control. The Contractor's attention is directed to the provisions of section 7.1.01I, "Sound Control Requirements", of the Standard Specifications and Section 9.08, Saturday, Sunday, Holiday, and Night Work, of these General Conditions concerning the control of noise emissions and authorized work hours and days. Between 7:00 a.m. and 7:00 p.m., noise from Contractor's operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dB at a distance of 50 feet from the noise source.

The City shall provide a Noise Disturbance Coordinator who shall be responsible for acting on any local complaints concerning the construction noise being generated by reason of the work of the project. The Contractor shall conspicuously post a telephone number for the Noise Disturbance Coordinator at the construction site and he shall include it in the construction schedule notice to be provided to the residents. The Noise Disturbance Coordinator shall investigate the noise complaint allegations and shall require the Contractor to implement reasonable measures to mitigate the noise level in accordance with the requirements of these General Conditions and of the Standard Specifications.

The Contractor shall locate all stationary noise generating construction equipment such as air compressors and generators as far as practical from the nearby residences and other noise sensitive land uses. The noise source shall be acoustically shielded when practical. The Contractor shall prohibit unnecessary idling of internal combustion engines.

12-15. Watering. The application of water and the developing of a water supply shall be performed in accordance with the provisions of Section 17, "Watering," of the Standard Specifications except as modified by these Special Provisions. Full compensation for applying water where called for or as directed by the Engineer and for developing the water supply shall be considered as included in the prices paid for the various contract items and no additional compensation will be made therefore. The Contractor is advised that water may be obtained from fire hydrants within the project area under permit with the City's Public Works Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at the City of Ukiah, 300 Seminary Avenue, phone (707) 463-6228.

12-16. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, work schedule, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12-17. Progress Schedule. Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

12-18. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

SECTION 13 - CONSTRUCTION DETAILS

13-01. Location and Scope of Work.

The work involves applying slurry seal over existing asphalt concrete pavement:

STREET NAME	FROM	TO
ALBRIGHT PLACE	N/SIDE OBSERVATORY AVE.	END OF COURT
ALICE AVENUE	N/SIDE OBSERVATORY AVE.	S/SIDE LUCE AVE.
BARNES STREET (SOUTH)	BETTY ST.	CLAY
BURLINGTON DRIVE	E/SIDE LOCKWOOD DR.	W/SIDE ELM ST.
CANYON VIEW CT.	W/SIDE LAUREL	END OF COURT
CARLETON DRIVE	E/SIDE LOCKWOOD DR.	W/SIDE ELM ST.
CARRIGAN LANE	CAPPS LN.	S. EMPIRE DRIVE
CLAY PLACE	CLAY ST.	END
COCHRANE AVENUE	E/SIDE BANKER BLVD.	ALICE AVE. - MINUS HELEN
COURT STREET	W. GOBBI ST.	N/SIDE FREITAS ST.
CREEKSIDE COURT	MULBURY ST.	END OF COURT
CRESTA DRIVE	WABASH AVE.	WASHINGTON AVE.
CRYSTAL BAY COURT	CAPPS LN.	END OF CT.
DONNER LANE	INCLINE DR.	HOMEWOOD DR. - MINUS CARRIGAN LN.
EASTLICK STREET	CLAY ST.	END
GIBSON STREET	N. BUSH ST.	EAST END
HILLVIEW AVENUE	E/SIDE MENDOCINO DR.	W/SIDE GARDENS AVE.
HOLDEN STREET	DORA ST.	SPRING ST.
HORTENSE STREET	PERKINS ST.	CLAY ST.
MAGNOLIA STREET	E/SIDE NO. PINE	W/SIDE STATE ST.
MARSHALL STREET	E GOBBI ST.	S. MAIN ST.
MARWEN DRIVE	N/SIDE WASHINGTON AVE.	S/SIDE OBSERVATORY AVE.
MENDOCINO DRIVE	W/SIDE DORA ST.	E/SIDE MENDOCINO PL.
NOKOMIS DRIVE	E/SIDE 1240 MARWEN DR.	W/SIDE MARWEN DR.
PINE STREET (NORTH)	N/SIDE WALNUT AVE.	N/SIDE HENRY ST.
PINE STREET (SOUTH)	PERKINS ST.	CLAY ST.
SUMMIT COURT	CAPPS LANE	END OF COURT
TAHOE COURT	CARRIGAN LN.	END OF COURT
WASHO DRIVE	N/SIDE E. GOBBI ST.	N/SIDE WIYAT ST.
WIYAT DRIVE	E/SIDE POMO DR.	W/SIDE WASHO DR.
ZEPHYR COVE COURT	CAPPS LANE	END OF COURT
CIVIC CENTER ENTRY	300 SEMINARY AVE.	

The Contractor should familiarize himself with the local conditions of the project site. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Andrew Stricklin at (707) 463-6297.

13-02. Existing Highway Facilities. The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15 of the Standard Specifications and these Special Provisions.
All existing highway facilities to be removed shall be disposed of at locations outside the highway right-of-way. Such disposal shall conform to the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right-of-Way."

Payment. Full compensation for complying with this section of the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-03. Preservation of Property. The contractor shall conform to the provisions of Section 7-1.11, "Preservation of Property" of the Standard Specifications and to these Special Provisions. All costs to the Contractor for protecting, removing, modifying, relocating and restoring existing improvements shall be considered as included in the contract prices paid for the various items of work and no additional allowances will be made therefore.

Payment. Full compensation for complying with this section of the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-04. Watering. Developing water supply and applying shall conform to the provisions in Section 17 of the Standard Specifications and these Special Provisions. Water shall not be obtained from any of the nearby property owners without their written permission.

Payment. Full compensation for developing and applying water conforming to the above requirements shall be considered as included in the prices paid for the various contract items of work requiring water, and no additional compensation will be allowed therefore.

13-05. Utility Boxes. Utility Boxes which include but are not limited to manholes, valve boxes, sewer cleanouts and street monument boxes are listed on the Plans for information purposes only. Contractor shall take special care when working around existing utility boxes. Utility boxes shall be protected in accordance with section 37-3.03A of the California Standard Specifications.

Payment. Full compensation for complying with this section of the Special Provisions shall be considered included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-06 Slurry Seal. The slurry seal on streets and facilities, shall be furnished and applied in accordance with the provisions for description, materials, proportioning, mixing, spreading equipment and placing of slurry seal, Section 37-3 of the California Standard Specifications and these Specifications.

(A) Aggregate. Aggregate for Slurry Seal shall conform to the percentage composition by dry weight of the aggregate to the following graduation:

(B)

GRADATION

SIEVE SIZE	PERCENTAGE PASSING
3/8 "	100
No. 4	94 – 100
No. 8	65 – 90
No. 16	40 – 70
No. 30	25 – 50
No. 200	5 – 15

The aggregate shall also conform to the following quality requirements:

TEST	CALIFORNIA TEST	REQUIREMENTS
Sand Equivalent	217	55 Minimum
Durability Index	229	55 Minimum

(C) Asphaltic Emulsion. Asphaltic emulsion shall be a quick setting type Grade QS1h anionic or Grade CQS1h cationic as specified in the standard specifications.

(D) Water. Water shall be such quality that the asphalt will not separate from the emulsion before the slurry seal is in place in the work.

(E) Proportioning. Asphaltic emulsion shall be added at a rate of 17 percent by weight of the dry aggregate.

If necessary for workability, a retarding agent, that will not adversely affect the seal, may be used. Water and retarder if used, shall be the minimum amount necessary to ensure proper workability but shall not exceed 20 percent, by volume, of asphalt emulsion used or adding 3 percent, by volume, to the aggregate / asphalt emulsion mixture, and

(a) Will permit uncontrolled traffic on the slurry seal no more than 3 hours after placement without the occurrence of bleeding, raveling, separation or other distress; and

(b) Will prevent development of bleeding, raveling, separation or other distress within 7 days after placing the slurry seal. Unless otherwise specified in the special provisions or by the Engineer, slurry seal shall be spread at a rate of 12 pounds of dry aggregate per square yard. The spread rate may not vary more than 10 percent above or below the determined rate.

(F) Measurement. Slurry seal will be measured by the square yard. The quantity of slurry seal to be paid will be based on a spread rate for weight of the dry aggregate of 12 pounds per square yard and the asphalt emulsion added at 17 percent of the dry aggregate spread rate.

(G) Payment. The contract price paid per square yard for Slurry Seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the slurry seal, complete in place, including cleaning the surface, mixing water with asphaltic emulsion for coating pavement, and protecting the seal until it has set, all as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

13-07. General - Slurry Seal. The Slurry Seal to be constructed under this contract shall be placed over a subgrade consisting of an existing asphalt concrete pavement, as herein required.
City of Ukiah forces will perform all necessary street sweeping of the surface upon which the slurry seal is to be applied.

The Contractor shall furnish a project schedule to the Engineer, prior to the start of any work and start work as scheduled upon approval of the Engineer.
The Contractor shall attend a pre-construction conference as scheduled by the City representatives.

13-08. Traffic Striping. This work shall consist of applying painted and thermoplastic traffic stripes (traffic lines) and pavement markings at the locations and in conformance with the details shown on the plans or designated by the Engineer, and as specified in these specifications and the special provisions.

The kind of material, paint or thermoplastic, to be applied will be designated in the contract item, specified in the special provisions, or shown on the plans.

For the purposes of this Section, traffic stripes (traffic lines) are defined as longitudinal centerlines and lane lines which separate traffic lanes in the same or opposing direction of travel, and longitudinal edge lines which mark the edge of the traveled way or the edge of the lanes at gore areas separating traffic at exit and entrance ramps. Pavement markings are defined as transverse markings which include, but are not limited to, word and symbol markings, limit lines (stop lines), crosswalk lines, shoulder markings, parking stall markings and railroad grade crossing markings.

Control of Alignment and Layout. All work necessary to establish satisfactory alignment for stripes and all layout work required for pavement markings shall be performed by the Contractor with any device or method that will not damage the pavement nor conflict with other traffic control devices.

Tolerances and Appearance. Traffic stripes and pavement markings shall conform to the dimensions and details shown on the plans.

Completed traffic stripes shall have clean and well-defined edges without running or deformation, shall be uniform, shall be straight on tangent alignment and shall be on a true arc on curved alignment. The widths of completed traffic stripes shall not deviate more than 1/4 inch on tangent nor more than 1/2 inch on curves from the widths shown on the plans. Broken traffic stripes shall also conform to the following requirements:

A. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than 2 inches from the lengths shown on the plans.

B. The lengths of the gaps and individual stripes shall be of such uniformity throughout the entire length of each broken traffic stripe that a normal striping machine will be able to repeat the pattern and superimpose additional stripes upon the traffic stripe being applied.

The completed pavement markings shall have clean and well-defined edges without running or deformation and shall conform to the dimensions shown on the plans, except that minor variations may be accepted by the Engineer.

Drips, overspray, improper markings and paint and thermoplastic material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer. All this removal work shall be at the Contractor's expense.

Protection from Damage. The Contractor shall take special care to protect existing reflective pavement markers and shall, at the Contractor's expense, replace all coated markers.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry or the thermoplastic material has sufficiently hardened.

Thermoplastic Pavement Markings. This work shall consist of furnishing and applying thermoplastic pavement markings, including glass beads in accordance with Section 84-2 “Thermoplastic Traffic Stripes and Pavement Markings” and these Special Provisions.

Measurement. Thermoplastic pavement markings are a lump sum item.

Payment. The lump sum contract price paid for thermoplastic traffic markings of the widths and patterns designated in the project plans and as specified herein, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing existing thermoplastic traffic markings, applying thermoplastic traffic markings, complete in place, including establishing alignment for markings, as shown on the plans, as specified in these specifications and the Special Provisions, and as directed by the Engineer.

13-09. Pavement Markings. Pavement markings which include crosswalks, parking stalls, ADA markings, Bicycle Shared Lane Marking (MUTCD 9C-9), STOP bars, and “STOP” markings shall be painted and shall have glass beads applied as per the plans in accordance with Section 84, “Traffic Stripes and Pavement Markings” of the Standard Specifications except as provided herein, the Standard Plans, and these Special Provisions. Contractor shall reference all existing pavement markings prior to any slurry seal taking place on those streets that have pavement markings.

All pavement crosswalks and markings shall be applied in thermoplastic unless otherwise noted.

Measurement. Painting pavement markings are a lump sum item.

Payment. The lump sum contract price paid for painted traffic markings of the widths and patterns designated in the project plans and as specified herein for painted pavement markings, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all

the work involved in painting pavement markings(regardless of the number, widths and patterns of individual markings involved at each location) including removal of existing painted traffic markings, establishing alignment for markings, complete in place, as shown on the plans, as specified in these specifications and the Special Provisions, and as directed by the Engineer.

13-10. Reflective Pavement Markers (Blue). Blue raised reflective pavement markers shall be placed on streets to mark fire hydrants. Blue reflective pavement markers shall be placed 6 inches from the centerline stripe, or approximate center of the pavement where there is no centerline stripe, on the side nearest the fire hydrant. All pavement makers shall conform to the provisions in Section 85 of the California Standard Specifications. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 85 of the California Standard Specifications

Measurement. Placing blue reflective pavement markers will be measured as each.
Payment. The contract price paid per each for blue reflective pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing pavement markers.

13-11. Non-Reflective Pavement Markers (White). Pavement markers for the parking space delineation on Crystal Bay Court shall be Type A, white non-reflective. All pavement makers shall conform to the provisions in Section 85 of the California Standard Specifications. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 85 of the California Standard Specifications.

Measurement. Placing white non-reflective pavement markers will be measured as each.
Payment. The contract price paid per each for white non-reflective pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing pavement markers.

13-12. Reflective Pavement Markers (Yellow). Pavement markers for the Marshall Street center line shall be Type D, two-way yellow reflective installed in accordance with Detail 22 of the California Standard Plans. All pavement makers shall conform to the provisions in Section 85 of the California Standard Specifications. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 85 of the California Standard Specifications.

Measurement. Placing yellow reflective pavement markers will be measured as each.
Payment. The contract price paid per each for yellow reflective pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing pavement markers.

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?...

- **Proposal** (Page 35)
  - Unit prices filled out clearly.
  - Extended prices filled out clearly and calculated correctly
  - Total bid amount filled out clearly and calculated correctly
  - Sign the proposal, and provide complete information
  - CLSB No. and expiration date
  - Department of Industrial Relations Public Works Contractor Registration Number

- **Fair Employment Practices Certification** (Page 37)
  - Filled out completely per instruction

- **Worker's Compensation Certificate** (Page 38)
  - Filled out completely per instruction

- **Certification of Non-Discrimination in Employment** (Page 39)
  - Filled out completely per instruction

- **List of Proposed Subcontractors** (Page 40)
  - Filled out completely per instruction

- **Statement of Experience** (Page 41)

- **Signature of Bidder** (Page 42)
  - Filled out completely per instruction
  - Authorized signature provided

- **Bidder's Bond** (Page 43)
  - Filled out completely per instruction

- **Non-Collusion Affidavit** (Page 44)
  - Filled out completely per instruction
  - Notarized

- **Addenda Issued**
  - Signed and Returned

MENDOCINO COUNTY, CALIFORNIA

PROPOSAL

FOR
SLURRY SEAL OF LOCAL STREETS

Specification No.18-02

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 #: **18-02**
PROJECT NAME: **SLURRY SEAL OF LOCAL STREETS**

Line #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Traffic Control	1	LS	$_____	$_____
2	Slurry Seal	81,881	SY	$_____	$_____
3	Solid Double Yellow 4" Traffic Stripe	691	LF	$_____	$_____
4	Solid 4" Yellow Traffic Stripe	1,185	LF	$_____	$_____
5	Thermoplastic Pavement Markings	1	LS	$_____	$_____
6	Pavement Marking	1	LS	$_____	$_____
7	Reflective/Non-Reflective Pavement Markers	1	LS	$_____	$_____
				TOTAL BID ==>>	$_____

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number:_____

Signature of bidder or bidders, with business name, address, phone number and fax number:

_____

_____

_____

_____

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

_____

_____

_____

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO:_____

_____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

SLURRY SEAL OF LOCAL STREETS

_____
(Signature of Bidder)

Business Mailing Address:

_____

_____

_____

Business Location:

_____

_____

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this_____ day of _____, 200____

Signature of Bidder, with Business Address:

_____

_____

_____

_____

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date_____

_____

_____

_____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor.(See General Conditions Section 1-09.) Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

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 July 31, 2018 for SLURRY SEAL OF LOCAL STREETS.

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 SLURRY SEAL OF LOCAL STREETS 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

SLURRY SEAL OF LOCAL STREETS

Specification NO. 18-02

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 thirty (30) 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:

_____ _____ Affix Corporate Seal
(Corporate Surety)

_____
(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:

_____ _____ Affix Corporate Seal
(Corporate Surety)

_____
(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

Reproduction of Insurance Services Office, Inc. Form

CERTIFICATE OF INSURANCE
CITY OF UKIAH

ISSUE DATE (MM/DD/YY)

PRODUCER

INSURED

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	

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 OCCURANCE	$
					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:

1. 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.
2. The City, its officials, officers, employees, and volunteers are added as insureds on all Liability Insurance Policies listed above.
3. 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.
4. The City is named a loss payee on The Property Insurance Policies described above, if any.
5. All rights of subrogation under the Property Insurance Policy listed above have been waived against the City.
6. 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.

SAMPLE

INSURER:

POLICY NUMBER:

ENDORSEMENT NUMBER:

COMMERCIAL GENERAL LIABILITY

FORM CG 20 10 11 85 (MODIFIED)

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 polity 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, leaded, hired or borrowed by the Named Insured, or for which the Named Insured is responsible.
2. CONTRIBUTION NOT REQUIRED: As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it.
3. CANCELLATION NOTICE: With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
4. SCOPE OF COVERAGE: This policy affords coverage at least as broad as:
   (1) If primary, insurance Services Office form number CA0001 (Ed. 1/87), Code 1 (Aany auto); or
   (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER	
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 ENDORSEMENT

FOR City of Ukiah (the "City")

Endorsement No. _____

Issue Date: _____

PRODUCER	POLICY INFORMATION:
Telephone: (_____) _____	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: _____

ATTACHMENT 2

SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 18-02

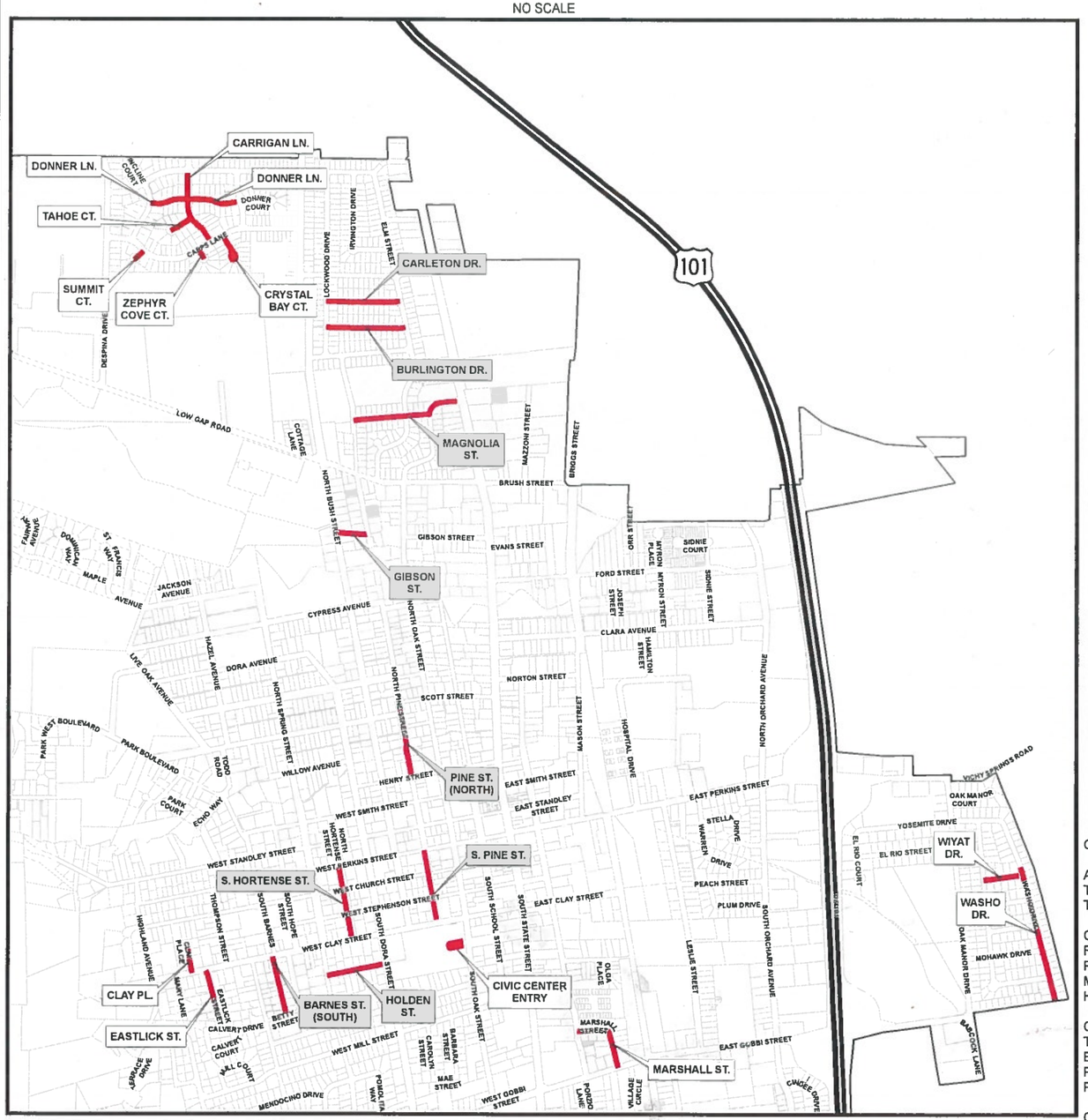
VARIOUS LOCATIONS WITHIN

UKIAH, CALIFORNIA

JUNE 2018

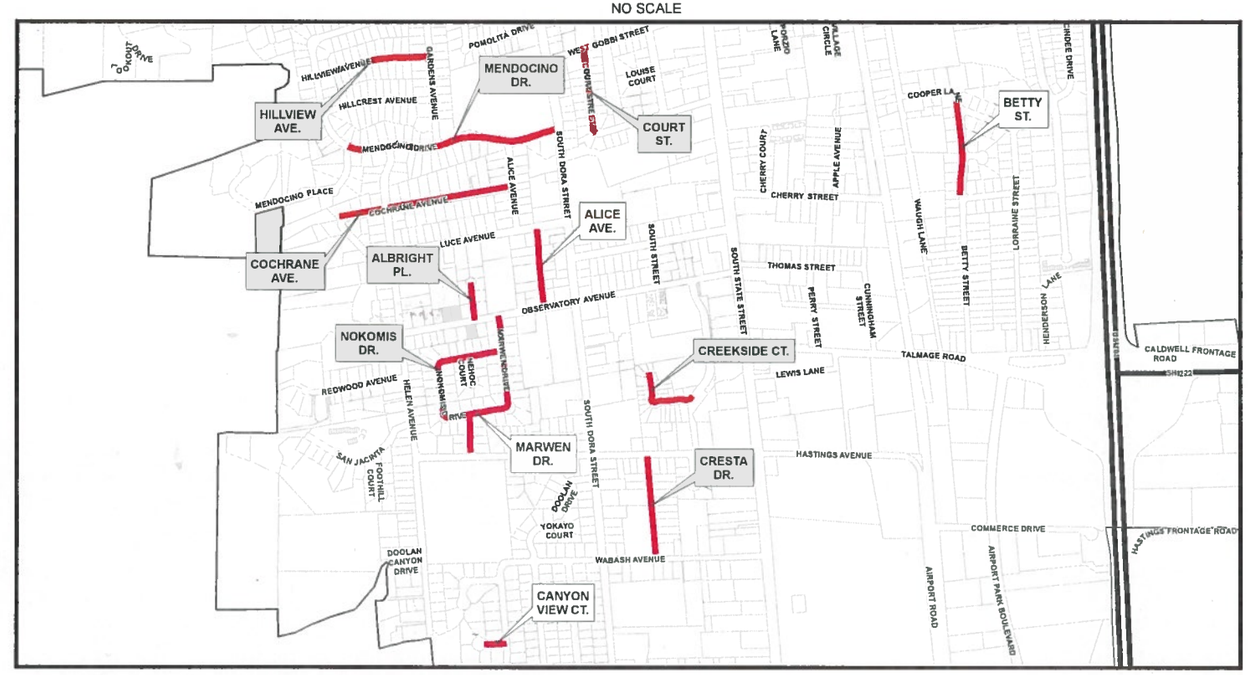
NORTH UKIAH VICINITY MAP

NO SCALE



SOUTH UKIAH VICINITY MAP

NO SCALE



300 SEMINARY AVE. - CIVIC CENTER ENTRY

SLURRY SELECTION

GENERAL NOTES:

ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL CONFORM TO THE 2010 EDITION OF THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, THESE IMPROVEMENT PLANS AND THE PROJECT SPECIAL PROVISIONS.

CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF THE PROJECT, INCLUDING SAFETY OF ALL PROPERTY; THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

CONTRACTOR SHALL CONFINE HOURS OF CONSTRUCTION OPERATION TO 7 A.M. TO 6 P.M. MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER. CONTRACTOR SHALL REFERENCE EXISTING STRIPING AND MARKINGS PRIOR TO BEGINNING WORK AND SHALL RESTRIPE TO MATCH PRE-CONSTRUCTION STRIPING. SEE TABLE 1 FOR QUANTITIES.

QUANTITIES NOTED FOR SLURRY SEAL ARE BASED ON FIELD MEASUREMENTS AND ARE SHOWN IN TABLE 1.

CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

COVER SHEET

SCALE: NOT TO SCALE	CITY APPROVAL BY:	DRAWN BY: A.R.S.
DATE: JUNE 2018		CHECKED BY: R.J.S.
SPECIFICATION NUMBER: 18-02	TIM ERIKSEN DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	DRAWING NUMBER:
DRAWING FILE: S:\Public Works\PROJECTS\Public Works\2018\Spec No 18-02 Slurry Seal Local Streets	REGISTERED PROFESSIONAL ENGINEER TIMOTHY E. ERIKSEN 62230 EXP. 9/30/19 CIVIL STATE OF CALIFORNIA	1 OF 2

SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 18-02

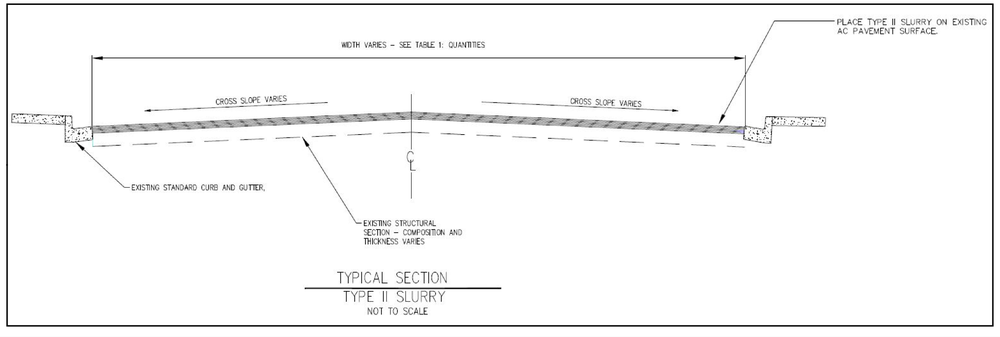
VARIOUS LOCATIONS WITHIN

UKIAH, CALIFORNIA

JUNE 2018

TABLE 1: QUANTITIES

STREET SECTIONS						QUANTITIES						TRAFFIC STRIPING		THERMOPLASTIC PAVEMENT MARKINGS				PAVEMENT MARKINGS	
STREET NAME	FROM	TO	FIELD LENGTH (FT)	VARIABLE WIDTH (FT)	SLURRY SEAL AREA (SY)	SEWER CLEAN OUT (EA)	MH (EA)	VB (EA)	REFLECTIVE MARKERS - BLUE (EA)	NON-REFLECTIVE MARKERS - WHITE (EA)	REFLECTIVE MARKERS - YELLOW (EA)	SOLID DOUBLE 4" (LF)	SOLID 4" (LF)	CROSSWALK (LF)	CROSSWALK (LF)	TURN ARROW	STOP BAR (LF)	PAVEMENT MARKING	STOP MARKING (EA.)
												YELLOW	YELLOW	WHITE	YELLOW	WHITE	WHITE	YELLOW	WHITE
ALBRIGHT PLACE	N/SIDE OBSERVATORY AVE.	END OF COURT	290	35	1,128	1	0	2	1	0	0	0	0	0	0	0	18	0	1
ALICE AVENUE	N/SIDE OBSERVATORY AVE.	S/SIDE LUCE AVE.	549	38	2,318	2	0	3	2	0	0	0	0	0	0	0	38	0	2
BARNES STREET (SOUTH)	BETTY ST.	CLAY ST.	548	20	1,218	0	1	4	1	0	0	0	0	0	0	0	10	0	1
BURLINGTON DRIVE	E/SIDE LOCKWOOD DR.	W/SIDE ELM ST.	735	35	2,858	0	2	1	1	0	0	0	0	0	0	0	0	0	0
CANYON VIEW CT.	W/SIDE LAUREL	END OF COURT	270	35	1,050	0	0	0	0	0	0	0	0	0	0	0	18	0	1
CARLETON DRIVE	E/SIDE LOCKWOOD DR.	W/SIDE ELM ST.	682	35	2,652	0	1	2	2	0	0	0	0	0	0	0	0	0	0
CARRIGAN LANE	CAPPS LN.	S. EMPIRE DRIVE	721	41	3,285	1	1	6	2	0	0	0	0	0	0	0	40	0	2
CLAY PLACE	CLAY ST.	END	232	27	696	1	0	1	1	0	0	0	0	0	0	0	0	0	0
COCHRANE AVENUE	E/SIDE BANKER BLVD.	ALICE AVE. - MINUS HELEN	1,226	36	4,904	0	3	5	1	0	0	0	0	0	0	0	36	0	2
COURT STREET	W. GOBBI ST.	N/SIDE FREITAS ST.	620	35	2,411	0	2	2	1	0	0	0	0	0	0	0	16	0	1
CREEKSIDE COURT	MULBURY ST.	END OF COURT	537	38	2,267	1	2	6	2	0	0	0	0	0	0	0	0	0	0
CRESTA DRIVE	WABASH AVE.	WASHINGTON AVE.	760	28	2,364	0	1	3	1	0	0	0	0	0	0	0	28	0	2
CRYSTAL BAY COURT	CAPPS LN.	END OF CT.	345	35	1,342	0	1	2	2	25	0	0	0	0	0	0	18	0	1
DONNER LANE	INCLINE DR.	HOMEWOOD DR. - MINUS CARRIGAN LN.	800	35	3,111	2	1	4	1	0	0	0	0	0	0	0	70	0	4
EASTLICK STREET	CLAY ST.	END	480	33	1,760	1	2	3	2	0	0	0	0	0	0	0	16	0	1
GIBSON STREET	N. BUSH ST.	EAST END	300	31	1,033	0	1	1	0	0	0	0	0	31	0	0	0	0	1
HILLVIEW AVENUE	E/SIDE MENDOCINO DR.	W/SIDE GARDENS AVE.	825	38	3,483	2	2	2	2	0	0	0	0	0	0	0	0	0	0
HOLDEN STREET	DORA ST.	SPRING ST.	547	34	2,066	0	1	4	1	0	0	0	0	0	34	0	0	0	1
HORTENSE STREET (SOUTH)	PERKINS ST.	CLAY ST.	681	55	4,162	2	0	3	1	0	0	0	0	55	0	0	140	0	5
MAGNOLIA STREET	E/SIDE NO. PINE	W/SIDE STATE ST.	1,074	33	3,938	1	2	4	1	0	0	315	0	0	35	0	33	0	3
MARSHALL STREET	E GOBBI ST.	S. MAIN ST.	630	32	2,240	0	3	2	0	0	44	162	0	64	0	0	0	0	2
MARWEN DRIVE	N/SIDE WASHINGTON AVE.	S/SIDE OBSERVATORY AVE.	1,250	35	4,861	1	3	10	4	0	0	100	0	0	105	0	20	0	3
MENDOCINO DRIVE	W/SIDE DORA ST.	E/SIDE MENDOCINO PL.	1,569	42	7,322	1	4	7	2	0	0	114	785	0	84	0	0	6	1
NOKOMIS DRIVE	E/SIDE 1240 MARWEN DR.	W/SIDE MARWEN DR.	1,029	35	4,002	1	5	8	5	0	0	0	0	0	0	0	20	0	1
PINE STREET (NORTH)	N/SIDE WALNUT AVE.	N/SIDE HENRY ST.	640	40	2,844	1	1	7	2	0	0	0	400	40	0	0	0	0	1
PINE STREET (SOUTH)	PERKINS ST.	CLAY ST.	681	32	2,421	2	0	3	1	0	0	0	0	192	0	0	0	0	6
SUMMIT COURT	CAPPS LANE	END OF COURT	197	36	788	0	1	2	1	0	0	0	0	0	0	0	16	0	1
TAHOE COURT	CARRIGAN LN.	END OF COURT	317	36	1,268	0	1	1	2	0	0	0	0	0	0	0	18	0	1
WASHO DRIVE	N/SIDE E. GOBBI ST.	N/SIDE WIYAT ST.	1,325	34	5,006	2	3	10	4	0	0	0	0	0	0	0	0	0	0
WIYAT DRIVE	E/SIDE POMO DR.	W/SIDE WASHO DR.	348	35	1,353	0	0	2	1	0	0	0	0	0	0	0	0	0	0
ZEPHYR COVE COURT	CAPPS LANE	END OF COURT	161	37	662	0	1	2	1	0	0	0	0	0	0	0	18	0	1
CIVIC CENTER ENTRY	300 SEMINARY AVE.		320	30	1,067	0	0	0	0	0	0	0	0	0	0	4	0	1	1
TOTAL					**81,881**	**22**	**45**	**112**	**48**	**25**	**44**	**691**	**1,185**	**382**	**258**	**4**	**573**	**7**	**46**



TYPICAL SECTION
TYPE II SLURRY
NOT TO SCALE

GENERAL NOTES:

ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL CONFORM TO THE 2010 EDITION OF THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, THESE IMPROVEMENT PLANS AND THE PROJECT SPECIAL PROVISIONS.

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CONTRACTOR SHALL CONFINE HOURS OF CONSTRUCTION OPERATION TO 7 A.M. TO 6 P.M. MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER. CONTRACTOR SHALL REFERENCE EXISTING STRIPING AND MARKINGS PRIOR TO BEGINNING WORK AND SHALL RESTRIPE TO MATCH PRE-CONSTRUCTION STRIPING. SEE TABLE 1 FOR QUANTITIES.

QUANTITIES NOTED FOR SLURRY SEAL ARE BASED ON FIELD MEASUREMENTS AND ARE SHOWN IN TABLE 1.

CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

COVER SHEET

SCALE: NOT TO SCALE	**CITY APPROVAL BY:**	**DRAWN BY:** A.R.S.
DATE: JUNE 2018		**CHECKED BY:** R.J.S.
SPECIFICATION NUMBER: 18-02	TIM ERIKSEN DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	
DRAWING FILE: S:\Public Works\PROJECTS\Public Works\2018\Spec No 18-02 Slurry Seal Local Streets		**DRAWING NUMBER:** 2 OF 2

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorger@cityofukiah.com

City of Ukiah

SPEC. 18-02 – SLURRY SEAL OF LOCAL STREETS

Addendum No. 1
July 20, 2018

The following is Addendum No. 1 to SPEC. NO. 18-02 – Slurry Seal of Local Streets

IF YOU SUBMIT A PROPOSAL, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION, THIS SIGNED ACKNOWLEDGMENT MUST BE SUBMITTED WITH YOUR PROPOSAL, OR IT MAY BE DEEMED AS NON-RESPONSIVE.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

The following is a correction to the publish dates listed on the Bid Notice in the specifications. The notice was published two times on the following dates: July 6 and July 19, 2018

All other terms and conditions remain in full force and effect.

Mary V. Horger
Procurement Manager

ACKNOWLEDGMENT
I hereby acknowledge that I have received this Addendum No. 1 and have reviewed and considered it before submitting my proposal.

Signed: _____ Date: _____

Company Name: _____

Agenda Item No.: 13c

MEETING DATE/TIME: 8/1/2018

PEAK ITEM NO: COU-324-2017

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments.

DEPARTMENT: Administration **PREPARED BY:** Kristine Lawler

ATTACHMENTS:

Attachment 1 - 2018 City Council Special Assignments & Ad Hocs

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments.

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.

RECOMMENDED ACTION: Receive report(s).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Doble

Approved: Sage Sangiacomo, City Manager

2018 COUNCIL ASSIGNMENTS

ATTACHMENT 1

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
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	**Scalmanini** **Brown - Alternate**	**Rick Seanor,** Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	**Doble** **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** **Doble - 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	**Scalmanini** **Brown - Alternate**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alernating 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	**Tami Bartolomei** (Appointed 4/05/2017)	**Tami Bartolomei,** Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced	419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	**Mulheren** (no alternate necessary)	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall	Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	**Doble** **Brown - Alternate**	**Sean White,** Director of Water Resources; 463-5712 swhite@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** **Doble - 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**
Depot Infrastructure Development	TBD	TBD	300 Seminary Avenue Ukiah, CA 95482	Review and advise regarding public infrastructure improvements in and around the railroad depot property and area	**Doble** (no alternate necessary)	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
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	**Doble** **Riley - Alternate**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Greater Ukiah Chamber of Commerce Liaison ex officio	4th Wednesday of month, 9:00 a.m.	Conference Center 200 S. School Street Ukiah, CA	200 S. School Street Ukiah, CA 95482 462-4705	To represent and set policy for Chamber and area businesses	**Doble** **Riley - Alternate**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com; **Kerry Randall,** Facilities Admin; 463-6706 krandall@cityofukiah.com
Homeless Services Action Group (HSAG)	Thursdays as needed, 4:00 p.m.	Manzanita Services Inc. 410 Jones Street Ukiah	631 Tokay Avenue Ukiah, CA 95482 or MCAVHN at: P.O. Box 1350 Ukiah, CA 95482 Judy Popowski - 463-6655	HSAG (Homeless Services Action Group)	**Scalmanini**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Main Street Program Board of Directors ex officio	1st Thursday of month, 8:00 a.m.	200 South School Street Ukiah, CA	200 S. School St. Ukiah, CA 95482 463-6729	Develops activities for downtown economic development program	**Mulheren** **Riley - Alternate**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com **Kerry Randall,** Facilities Administrator; 463-6706 krandall@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	**Scalmanini** **Sangiacomo - Alternate**	**Tami Bartolomei,** Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
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	**Brown** **Chief Dewey - Alternate**	**Chris Dewey,** Police Chief; 463-6245 cdewey@cityofukiah.com

2018 COUNCIL ASSIGNMENTS

Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. *(see calendar from NCPA)*	Roseville, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	**Crane Grandi - Alternate**	**Mel Grandi,** Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIASONS OnGoing One or Two Council and/or Staff	**MTG DATE/TIME**	**LOCATION**	**MAILING ADDRESS/CONTACT**	**COMMITTEE FUNCTION**	**ASSIGNED TO**	**PRINCIPAL STAFF SUPPORT**
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced	Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	**Mulheren Doble - Alternate**	**Sage Sangiacomo,** City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA	C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	**Mayor**	**Kristine Lawler,** City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	**Crane Alan Carter,** Treasurer	**Dan Buffalo,** Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	**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	**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**	**Sage Sangiacomo,** City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD)	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	**Doble**	**Sean White,** Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHSA Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services	Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	**Brown - Liaison**	**Sage Sangiacomo,** City Manager; 463-6221; ssangiacomo@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	**Doble**	**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	**None from Ukiah Council currently**	**Kristine Lawler,** City Clerk; 463-6217 klawler@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	**Brown / Mulheren (Alternate)**	**Sage Sangiacomo,** City Manager; 463-6221; ssangiacomo@cityofukiah.com
Fire Executive Committee	2nd Wednesdays of month, 7:00 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	**Brown / Doble**	**Dan Grebil,** Fire Authority Administrator; 462-7921 x400; dgrebil@cityofukiah.com

2018 AD HOC COMMITTEES		
COMMITTEE	**ASSIGNED TO**	**PRINCIPAL STAFF SUPPORT**
Electric Grid Operational Improvements	**Crane/Scalmanini**	**Mel Grandi,** Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Rate Studies for Electric, Water, Sewer	**Crane/Doble**	**Mel Grandi,** Electric Utility Director; 463-6295 mgrandi@cityofukiah.com **Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com **Sean White,** Director of Water Resources; 463-5712 swhite@cityofukiah.com **Dan Buffalo,** Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Sales Tax Sharing	**Crane/Doble**	**Sage Sangiacomo,** City Manager; 463-6221 ssangiacomo@cityofukiah.com **Guy Mills,** Project and Grant Administrator; 467-5719 gmills@cityofukiah.com **David Rapport,** City Attorney; 467-2800 drapport@cityofukiah.com **Dan Buffalo,** Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Ukiah Valley Sanitation District Mediation	**Crane/Doble**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com **Sean White,** Water Resources Director; 467-5712 swhite@cityofukiah.com
Water Bonds	**Crane/Doble**	**Dan Buffalo,** Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Marijuana Legislation and Policy	**Mulheren/Brown**	**Chris Dewey,** Police Chief; 463-6245 cdewey@cityofukiah.com **Craig Schlatter,** Director of Community Development; 463-6219 cschlatter@cityofukiah.com
Strategic Planning	**Crane/Doble**	**Sage Sangiacomo,** City Manager; 463-6221 ssangiacomo@cityofukiah.com
Landfill Closure	**Crane/Scalmanini**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
City Water Rights	**Doble/Crane**	**Sean White,** Director of Water Resources; 463-5712 swhite@cityofukiah.com
Downtown Parking Management	**Mulheren/Brown**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Budget Development Best Practices and Financial Policy	**Crane/Doble**	**Dan Buffalo,** Director of Finance; 463-6220 dbuffalo@cityofukiah.com **Sheri Mannion,** Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com
Public Works Project Specification Development	**Crane/Doble**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Uniform Cost Accounting	**Crane/Mulheren**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Cost Allocation Plan	**Crane/Doble**	**Dan Buffalo,** Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Vichy Springs Resort Litigation	**Scalmanini/Brown**	**Sage Sangiacomo,** City Manager; 463-6221 ssangiacomo@cityofukiah.com
Marbut Study Ad Hoc	**Brown/Scalmanini**	**Justin Wyatt**, Police Operations Captain, 463-6760 jwyatt@cityofukiah.com
Solar Proposal-Application Project	**Crane/Scalmanini**	**Sean White,** Director of Water Resources; 463-5712 swhite@cityofukiah.com