



**City Council
Regular Meeting
AGENDA**

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

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

To participate or view the virtual meeting, go to the following link: <https://us06web.zoom.us/j/97199426600>

Or you can call in using your telephone only:

- Call (toll free) 1-669-444-9171
- Enter the Access Code: 971 9942 6600
 - To Raise Hand enter *9
- To Speak after being recognized: enter *6 to unmute yourself

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

September 20, 2023 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 4.a. Proclamation of the Ukiah City Council Recognizing September as Hispanic Heritage Month in the City of Ukiah.

Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing September as Hispanic Heritage Month in the City of Ukiah.

Attachments:

1. Proclamation

- 4.b. Summer Event and Recreation Program Recap Presentation.

Recommended Action: Receive Report

Attachments: None

5. PETITIONS AND COMMUNICATIONS

6. APPROVAL OF MINUTES

- 6.a. Approval of the Minutes for the August 16, 2023, Regular Meeting.

Recommended Action: Approve the minutes for the August 16, 2023, a regular meeting.

Attachments:

1. 2023-08-16 Draft Minutes

7. 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.

8. 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.

- 8.a. Report of Subscription Purchase with NEOGOV for the Learn and Perform Platform.

Recommended Action: Receive the report on the additional subscription purchase of NEOGOV products to include the Learn and Perform Platform.

Attachments:

1. NEOGOV 2-Year Learn and Perform Subscription

- 8.b. Report of Purchase of an Air Unmanned Aerial System Bundle from Axon Enterprises in the Amount of \$40,346.42.

Recommended Action: Receive a report of the purchase of Axon Air Unmanned Aircraft System Bundle in the Amount of \$40,346.42.

Attachments:

1. Drone Quote

- 8.c. Consideration of Award of Bid to American Asphalt and Resurfacing Co., Inc. in the Amount of \$797,096.24, for the Slurry Seal of Local Streets, Specification No.23-12, and Approval of Corresponding Budget Amendment.

Recommended Action: Award the bid for Specification No. 23-12 to American Asphalt and Resurfacing Co., Inc in the amount of \$797,096.24 for the Slurry Seal of Local Streets, Specification No.23-12, and Approve of Corresponding Budget Amendment.

Attachments:

1. 23-12 Plans
2. Bid Results
3. American Asphalt
4. RMRA Council Approval

- 8.d. Consideration of Financial Contribution in the Amount of \$50,000 to the Inland Water and Power Commission for Legal Services Related to the Potter Valley Project.

Recommended Action: Approve a request for a financial contribution from the Inland Water and Power Commission in the amount of \$50,000 related to the Potter Valley Project.

Attachments:

1. IWPC Invoice 23-24

- 8.e. Review Landfill Closure Financial Plan Update and Authorize the Filing of the Update.

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

Attachments:

1. 2016-03 CC Reso - Establishing Funding Closure
2. 2023 Landfill Inflation Form

- 8.f. Consideration of Award of Bid for Electric Utility Fire Mitigation Fuel Reduction Project, Specification No. 23-13.

Recommended Action: Award bid for the Electric Utility Fire Mitigation Fuel Reduction Project, Specification No. 23-13.

Attachments:

1. Spec 23-13 - Ukiah Electric Utility Fire Mitigation Fuel Reduction Project - FINAL

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

10. COUNCIL REPORTS

11. CITY MANAGER/CITY CLERK REPORTS

12. PUBLIC HEARINGS (6:15 PM)

- 12.a. Possible Adoption of a Resolution of the City Council Declaring the Property at 725 Porzio Lane a Public Nuisance and Intent to Commence Abatement Proceedings.

Recommended Action: Adopt the Resolution of the City Council Declaring the Property at 725 Porzio Lane a Public Nuisance and the City's Intent to Commence Abatement Proceedings

Attachments:

1. Resolution- 725 Porzio Lane Public Nuisance Declaration
2. 725 Porzio Lane Site Photographs
3. 725 Porzio Lane (aka 145 Porzio) Incident Reports

13. UNFINISHED BUSINESS

- 13.a. Receive Report Regarding the Economic Development and Financing Corporation (EDFC); Consideration of Request for Funding from EDFC; and Authorize the City Manager to Negotiate and Execute Performance Agreement Between the City of Ukiah and EDFC in the amount of \$12,455.25 for FY 2023-24.

Recommended Action: Receive report regarding the Economic Development and Financing Corporation (EDFC) and authorize the City Manager to negotiate and execute Performance Agreement between the City of Ukiah and EDFC.

Attachments:

1. Economic Development and Financing Corporation (EDFC) - Performance Agrmt 2223-081 - signed

- 13.b. Consideration of Award of Bid for the Orr Street Bridge Deck Replacement, Specification No. 23-06.

Recommended Action: Award the bid for the Orr Street Bridge Deck Replacement, Specification No. 23-06.

Attachments:

1. Orr Street Bridge Replacement Spec No. 23-06 PLANS

- 13.c. Status Report of the Emergency Contract with West Coast Fire & Water for Fire Remediation Work at the Electric Utility Service Center at Hastings.

Recommended Action: Receive a status report, and approve the continued work on the emergency contract with West Coast Fire & Water for Fire Remediation Work at the Electric Utility Service Center at Hastings.

Attachments:

1. West Coast Fire Water - Hastings Fire Remediation Work - 2223-177 - signed

14. **NEW BUSINESS**

- 14.a. Report to Council Regarding the Status of the Cooperative Agreement Between the City of Ukiah and Mendocino Council of Governments (MCOG).
Recommended Action: Receive report regarding the status of the Cooperative Agreement between the City of Ukiah and Mendocino Council of Governments (MCOG) and provide direction if necessary.
Attachments:
 1. FY 2022-23 MCOG Master subrecipient agreement-Ukiah w-Exhibits
- 14.b. Introduction by Title Only of an Ordinance Amending Chapter 4.1 to Division 5 of the Ukiah City Code to Establish Organic Waste Disposal Regulation and Enforcement Requirements per Senate Bill 1383, Short-Lived Climate Pollutants.
Recommended Action: Introduce, by title only, an Ordinance amending Chapter 4.1 to Division 5 of the Ukiah City Code to establish organic waste disposal regulation and enforcement requirements per Senate Bill 1383, Short-Lived Climate Pollutants.
Attachments:
 1. Ordinance No 1221 to Regulate and Enforce Reduction of Organic Waste Disposal
 2. Organic Waste Disposal Reduction Ordinance Self-Haul Amendment Redline
 3. Organic Waste Disposal Reduction Ordinance Self-Haul Amendment clean
- 14.c. Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).
Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).
Attachments:
 1. City Council Special Assignments rev 8-4-23

15. **CLOSED SESSION - CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING**

- 15.a. **Conference with Legal Counsel – Anticipated Litigation**
(Government Code Section 54956.9(d)(2))
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 case)
- 15.b. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Roofing & Solar Construction, Inc. v. City of Ukiah et al., Mendocino County Superior Court Case No. 22CV00048
- 15.c. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUK-CVPT-2018-70200
- 15.d. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Russian River Keepers et al. v. City of Ukiah, Case No. SCUK-CVPT-20-74612
- 15.e. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9)
Name of case: Ukiah v. Questex, Mendocino County Superior Court Case No. 15-66036

- 15.f. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9)
Name of case: Jane Doe v. City of Ukiah et al., U.S.D.C. (Eureka Division) Case No. 123-cv-009808.
- 15.g. **Public Employee Performance Evaluation**
(Government Code Section 54956)
Title: City Manager
- 15.h. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units

16. 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, CMC
Dated: 9/15/23



AGENDA SUMMARY REPORT

SUBJECT: Proclamation of the Ukiah City Council Recognizing September as Hispanic Heritage Month in the City of Ukiah.

DEPARTMENT: City Manager / Admin

PREPARED BY: Maria Ceja, Administrative Analyst

PRESENTER: Mari Rodin, City Council, Mayor

ATTACHMENTS:

1. Proclamation

Summary: Council to issue a proclamation recognizing September as Hispanic Heritage Month in the City of Ukiah.

Background: Throughout the history of the United States, members of the Hispanic community have helped shape the social, political, and economic landscape of this country and our community. The City of Ukiah recognizes the significant contributions of all Hispanic/Latino City employees, Ukiah City Council members, educators, local Latino organizations, and numerous grassroots leaders who help increase the cultural awareness, education, enrichment, and community engagement of our residents.

Discussion:

At the September 20, 2023, Regular Meeting, the City Council will issue a Proclamation (Attachment 1) recognizing September as Hispanic Heritage Month in the City of Ukiah.

Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing September as Hispanic Heritage Month in the City of Ukiah.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Diversity and Equity Committee

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 1** – Create and sustain a diverse, equitable, and inclusive workplace and workforce that reflects, values, and celebrates the diverse community we serve.

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

P ROCLAMATION

CITY OF UKIAH

RECOGNIZING HISPANIC HERITAGE MONTH IN THE CITY OF UKIAH

WHEREAS, the City of Ukiah recognizes Hispanic Heritage Month, known in Spanish as “Mes de la Herencia Hispana,” and is celebrated nationwide from September 15th through October 15th. Our city embraces and celebrates its diversity, of which Hispanics are the second largest ethnic group in the city; and

WHEREAS, the City of Ukiah recognizes that Hispanic Heritage is American Heritage, which we see in our everyday life, such as on television, in the music we hear and dance to, and in the food we eat. We all benefit from the many contributions of Hispanic scientists, doctors, engineers, politicians, civil rights leaders, etc.; and

WHEREAS, the City of Ukiah recognizes the significant contributions of all Hispanic/Latino City employees, Ukiah City Council members, educators, local Latino organizations, and numerous grassroots leaders that help increase cultural awareness, education, enrichment, and community engagement of our residents; and

WHEREAS, many Hispanic immigrants belonging to groups such as Dreamers, Temporary Protected Status holders, farm workers, and essential workers have come to this country and have fought for initiatives providing pathways to citizenship and the protection of the right to vote; and

WHEREAS, throughout the history of the United States, members of the Hispanic community have helped shape the social, political, and economic landscape of this country and our community; and

WHEREAS, the City of Ukiah is committed to recognizing Hispanic/Latino culture and heritage as an important part of the city and its strong, inclusive community. Mendocino Community College will hold their annual Hispanic celebration for día de los muertos on October 12, 2023, from 4:00 p.m. to 8:00 p.m. at the Mendocino College Pomo Plaza. We encourage the community to educate themselves on Hispanic/Latino culture and to celebrate this heritage. For more information on Hispanic Heritage Month, visit <https://sites.ed.gov/hispanic-initiative/national-hispanic-heritage-month/>.

THEREFORE, BE IT RESOLVED, the City Council of the City of Ukiah acknowledges the many contributions that our Hispanic, Latin Americans, Chicanos, Indigenous, Latinx residents make to our community and hereby proclaim September as

Hispanic Heritage Month in the City of Ukiah

*Signed and sealed, this 20th day of September
in the year Two Thousand and Twenty-three.*

*Mari Rodin
City Council, Mayor*



AGENDA SUMMARY REPORT

SUBJECT: Summer Event and Recreation Program Recap Presentation.

DEPARTMENT: Community Services

PREPARED BY: Jake Burgess, Community Services Supervisor

PRESENTER: Jake Burgess, Community Services Supervisor

ATTACHMENTS:

None

Summary: The Recreation Department will present a short video with highlights and information from a very active summer.

Background: The Recreation Department tracks participation in our various events and activity offerings to gauge popularity and determine where our time and energy should be spent. We are constantly looking for fresh ideas and try to be proactive if certain programs wane in attendance or struggle for whatever reason. Likewise, if a new event takes off and is a hit, we will certainly want to hold it again. The modern culture continues to change, so we try make sure we are providing the activities our community wants.

Discussion: The Community Services Department coordinates, sponsors and hosts a variety of community events and activities during the summer. Below are some of the details about what we provided the community this summer:

- We hosted 18 free or low-cost events including six Sundays in the Park concerts, six free Friday night events (Moonlight Movies, Summer Kick Off, Touch-a-Truck and Art in the Park), two Dive-In Movies, the Kids Triathlon, All-American Picnic in the Park (4th of July event), Community Yard Sale, and a Neon Night swim event.
- At the Pool, we held 1,296 swim lessons, which is a record number. All of these were done in a 1-on-1 setting, with each child receiving individual instruction. We began this practice during COVID to limit potential exposure but have kept it even now that Public Health guidelines have changed. We found that children improved quicker and showed more engagement with individualized teaching from an instructor who is able to tailor the lesson to their specific level and skills. In addition to the lessons taught at the Pool itself, our Aquatics Staff performed over 500 lessons at the Ukiah High Pool as a part of our Summer School partnership with UUSD.
- In our Summer School partnership with UUSD, we had 600 children participate at four different school sites. Each school site took turns traveling to Ukiah High to use their pool during the seven-week program. We employed over 150 young adults/teenagers throughout the course of this program.
- In Adult Sports, we had 81 teams participate in softball, volleyball and basketball leagues. This represents about 850 separate individuals participating in our adult sports leagues. We have people traveling from all around Mendocino County, many Lake County players, and a few teams from Sonoma County.
- DEI Goal 3: The City employed over 120 bilingual summer staff including Summer School, Summer Safari, and Aquatics. We offered Swim Lessons in Spanish and were able to successfully staff the Grace Hudson Summer School site, at which all Staff members need to be bilingual.

These are some of the highlights from a very busy summer for the Recreation Department and all that we have going on for the community.

Recommended Action: Receive Report

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Neil Davis, Community Services Director

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 3** – Recruit, retain and advance a community of staff that reflects, values, and celebrates the diversity of the community we serve

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP):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
Virtual Meeting Link: <https://us06web.zoom.us/j/97199426600>
Ukiah, CA 95482
August 16, 2023
6:00 p.m.

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on August 16, 2023, having been legally noticed on August 11, 2023. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/97199426600>. Mayor Rodin called the meeting to order at 6:00 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Susan Sher, Douglas, F. Crane, Josefina Dueñas, and Mari Rodin. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR RODIN PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Duenas.

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

5. PETITIONS AND COMMUNICATIONS

City Clerk, Kristine Lawler, stated that all communications had been distributed.

6. APPROVAL OF MINUTES

a. Approval of the Minutes for the August 2, 2023, Regular Meeting.

Motion/Second: Orozco/Sher to approve Minutes of August 2, 2023, a regular meeting, with the noted correction. Motion **carried** by the following roll call votes: AYES: Orozco, Sher, Crane, Dueñas, and Rodin. NOES: None. ABSENT: None. ABSTAIN: None.

7. RIGHT TO APPEAL DECISION

8. CONSENT CALENDAR

- a. Report of Disbursements for the Month of May 2023 - *Finance*.
- b. Report of Disbursements for the Month of June 2023 - *Finance*.
- c. Consideration of Adoption of Resolution (2023-32) Approving Records Destruction for the City Clerk, Community Development, Community Services, and Water Resources Departments – *City Clerk*.
- d. Report of the Purchase (PO Nos. 48391 and 48395) of Storage Drives and a Dell Power Vault from The Drala Project Inc., and Approve Corresponding Budget Amendment – *Information Technology*.

- e. Approve Contract Amendment (2122-190-A2) in the Amount of \$167,266 for Additional Engineering Services Related to the Main, Perkins and Gobbi Street Reconstruction Projects with BKF Engineers, and Approve Corresponding Budget Amendment – *Public Works*.
- f. Award Contract (2324-090) for the Re-Roof of the Grace Hudson Museum to San Francisco Roofing Services, Inc., Authorize a Separate Purchase with Garland for the Roofing Materials, and Approve Corresponding Budget Amendments – *Community Services*.
- g. Authorization for the City Manager to negotiate and execute a sole source contract (*Dan Burden - 2324-091*) for professional services for complete streets consulting and design services on an as-needed basis, and within the approved available budget – *Public Works*.

Motion/Second: Crane/Duenas to approve Consent Calendar Items 8a-g, as submitted. Motion **carried** by the following roll call votes: AYES: Orozco, Sher, Crane, Dueñas, and Rodin. NOES: None. ABSENT: None. ABSTAIN: None.

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Ike Heinz – roundabouts and charging stations; Gregory Hubbs – transient activity and property damage.

Mayor Directive for Staff to connect with Mr. Hubbs regarding his issues.

10. COUNCIL REPORTS

Presenters: Councilmember Sher, Vice Mayor Duenas, and Mayor Rodin

Mayor Directive to agendize a discussion item regarding a City facilities all-electric option.

11. CITY MANAGER/CITY CLERK REPORTS

Presenters:

- **Rural Exchange Meeting by California Association for Local Economic Development (CALED)** - Sage Sangiacomo, City Manager
- **Construction Update** – Tim Eriksen, Public Works Director / City Engineer.
- **Planning Commission Vacancy** – Kristine Lawler, City Clerk.

12. PUBLIC HEARINGS (6:15 PM)

13. UNFINISHED BUSINESS

a. Status Report of the Emergency Contract with West Coast Fire & Water for Fire Remediation Work at the Electric Utility Service Center at Hastings.

Presenter: Cindy Sauers, Electric Utility Director.

Motion/Second: Crane/Orozco to approve the continued work on the emergency contract (2223-177) with West Coast Fire & Water for Fire Remediation Work at the Electric Utility Service Center at Hastings. Motion **carried** by the following roll call votes: AYES: Orozco, Sher, Crane, Dueñas, and Rodin. NOES: None. ABSENT: None. ABSTAIN: None.

b. Discussion and Possible Direction Regarding Investment Preferences of Idle Funds Related to Petroleum Companies.

Presenter: Sage Sangiacomo, City Manager

Motion/Second: Sher/Duenas to add the edit for substitution of Fossil Fuels [red text included on Attachment 1 of the posted agenda item] and the definition [as stated by the City Manager during the discussion - see added text below]. Motion **carried** by the following roll call votes: AYES: Orozco, Sher, Dueñas, and Rodin. NOES: Crane*. ABSENT: None. ABSTAIN: None.

For purposes of the investment of idle City funds, the City shall not purchase securities or other investment instruments by firms explicitly and directly involved with the extraction and/or refinement of refinement of fossil fuel products (defined as follows: Fossil fuels are non-renewable energy sources, including coal, oil, and natural gas, formed from ancient organic matter that is extracted from the Earth's crust and burned as fuel). Any investments currently held in the portfolio shall be sold when determined to be financially prudent to do so, negating any recognized or realized losses related to those specific investments.

***Note:** Councilmember Crane mistakenly said Aye during the vote count, but quickly corrected himself to a No vote.

RECESS: 7:24 – 7:33 P.M. due to technical difficulties.

14. **NEW BUSINESS**

a. Approval of Memorandum of Understanding between City of Ukiah and ChargePoint for the proposed Ukiah Electric Vehicle Charging Stations Project.

Presenters: Cindy Sauers, Electric Utility Director and Diann Lucchetti, Program Coordinator.

Public Comment: (Ike Heinz spoke to this subject during audience comments on non-agenda items.)

Staff Comment: Jesse Davis, Chief Planning Manager.

Motion/Second: Crane/Orozco to authorize City Manager to negotiate and execute the Memorandum of Understanding (2324-092) with Chargepoint for the proposed Ukiah Electric Vehicle Charging Stations Project. Motion **carried** by the following roll call votes: AYES: Orozco, Sher, Crane, Dueñas, and Rodin. NOES: None. ABSENT: None. ABSTAIN: None.

Council Directive to add letter from Suzanne Pletcher to the record (letter added to the correspondence received).

b. Approval of Letter to the Mendocino County Board of Supervisors Regarding Issues with the Mendocino County Airport Land Use Commission Board Composition.

Presenter: Greg Owen, Airport Manager.

Motion/Second: Duenas/Sher to approve Letter to the Mendocino County Board of Supervisors, and authorize the Mayor to sign. Motion **carried** by the following roll call votes: AYES: Orozco, Sher, Crane, Dueñas, and Rodin. NOES: None. ABSENT: None. ABSTAIN: None.

c. Designation of Voting Delegate and Possible Alternate for the League of California Cities Annual Conference – September 20-22, 2023.

Presenter: Sage Sangiacomo, City Manager.

Councilmember Consensus to designate Vice Mayor Duenas as the Voting Delegate, and a possible staff member to serve as an Alternate, to represent the City of Ukiah for the 2023 League Annual Conference; and authorize the City Clerk to submit the Voting Delegate/Alternate Form on their behalf.

d. Discussion and Possible Action Regarding the Cancellation of September 6, 2023, Regular City Council Meeting, with the Option for the Mayor and/or City Manager to Call for a Special Meeting on an Alternate Date if Time Sensitive Business Arises.

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Crane/Sher to approve the cancellation of the September 6, 2023, Regular City Council Meeting, with the option for the Mayor and/or City Manager to call for a special meeting on an alternate date if time sensitive business arises. Motion **carried** by the following roll call votes: AYES: Orozco, Sher, Crane, Dueñas, and Rodin. NOES: None. ABSENT: None. ABSTAIN: None.

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

Presenter:

No reports were received.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 9:02 P.M.

15. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation

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

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 case)

b. Conference with Legal Counsel – Existing Litigation

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

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

c. Conference with Legal Counsel – Existing Litigation

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

Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUK-CVPT-2018-70200

d. Conference with Legal Counsel – Existing Litigation

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

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

e. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9)

Name of case: Ukiah v. Questex, Mendocino County Superior Court Case No. 15-66036

f. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9)

Name of case: Jane Doe v. City of Ukiah et al., U.S.D.C. (Eureka Division) Case No. 123-cv-009808.

g. Conference with Legal Counsel – Existing Litigation

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

Name of case: Dale v. Ukiah et al., Mendocino County Superior Court Case No. 21 CV00630.

h. Public Employee Performance Evaluation

(Government Code Section 54956)

Title: City Manager

i. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

No action reported; direction provided to Staff.

16. ADJOURNMENT

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

Kristine Lawler, CMC



AGENDA SUMMARY REPORT

SUBJECT: Report of Subscription Purchase with NEOGOV for the Learn and Perform Platform.

DEPARTMENT: Human Resources /
Risk Management

PREPARED BY: Sheri Mannion, H.R. Director/Risk Manager

PRESENTER: Sheri Mannion, Human Resources Director / Risk
Manager

ATTACHMENTS:

1. NEOGOV 2-Year Learn and Perform Subscription

Summary: Council to receive a report on the subscription purchase of NEOGOV's Perform and Learn Platform.

Background: The Human Resources Department has been actively exploring opportunities to enhance human resources management and employee development processes. As part of this effort, the Human Resources Department and City Administration evaluated the NEOGOV Learn and Perform platform, a comprehensive workforce development and performance management system designed to enhance employee training, development, and overall performance.

In June of 2021, Council authorized Staff to execute a 3-year subscription with NEOGOV for the Recruitment, Onboard, and Offboarding platform. This platform has been very successful and Staff expect to renew our subscription with NEOGOV when it expires in June of 2024. Based upon the expected ongoing use of the current platform, our positive experience and relationship with the NEOGOV team, and the overall benefits and functionality of the Learn and Perform platform, Staff moved forward with the purchase of a 2-year subscription in July of 2023, as part of our ongoing goal to enhance and streamline human resources management and employee development.

Discussion: NEOGOV Learn and Perform is a cloud-based platform that offers a range of features and functionality tailored to meet the specific needs of public sector organizations like ours. It encompasses the following:

1. Learning Management System (LMS): A user-friendly LMS that allows employees to access training materials and courses online, enabling convenient and efficient training.
2. Performance Management: A robust performance management system that streamlines goal setting, performance evaluations, and feedback, fostering a culture of continuous improvement.

The benefits of Learn and Perform are abundant, and include the following:

A. Enhanced Employee Development

- Access to a wide array of online courses and materials.
- Customizable training plans to address job-specific requirements.
- Self-paced learning opportunities to accommodate various learning styles.

B. Improved Performance Management

- Clear goal setting and tracking of employees, managers, and Human Resources.
- Timely performance feedback and coaching.
- Data-driven insights to identify and address performance gaps.

C. Cost Savings

- Reduced administration burden with automated training and performance processes.
- More efficient use of resources through a centralized data management system.
- Potential cost savings on external training programs.

D. Compliance and Accountability

- Ensure regulatory compliance through tracking and reporting features.
- Transparency in performance assessments, contributing to fair and accountable evaluations.

E. Employee Engagement and Satisfaction

- Empower employees to take control of their development.
- Increased engagement through continuous learning opportunities.
- Improved job satisfaction and retention rates.

As highlighted above, NEOGOV Learn and Perform offers a powerful solution to enhance employee development and performance management. By investing in this platform, we improve our workforce's skills, increase accountability, and potentially achieve cost savings. This investment aligns with our commitment to providing high-quality public services and fostering a motivated and skilled workforce.

The term of the Contract (Attachment 1) and expense is spread across two years, as seen below, for a total of \$58,661.39. Funding for Year 1 is included in the FY 2025 Human Resources adopted budget.

Year 1: \$26,398.04

Year 2: \$32,263.35

For all the reasons listed above, Staff requests that Council accept this report on the continued use and expansion of NEOGOV services to include the Perform and Learn Platform.

Recommended Action: Receive the report on the additional subscription purchase of NEOGOV products to include the Learn and Perform Platform.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 20016100.54320: \$26,398.04

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2223226

COORDINATED WITH: Mary Horger, Financial Services Manager

DIVERSITY-EQUITY INITIATIVES (DEI): Goal 3 – Recruit, retain and advance a community of staff that reflects, values, and celebrates the diversity of the community we serve

CLIMATE INITIATIVES (CI): 8a – Information Technology.

GENERAL PLAN ELEMENTS (GP):N/A

Approved: 
Sage Sangiacomo, City Manager

Exhibit A Order Form



NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
 2120 Park Pl, Suite 100
 El Segundo, CA 90245
 United States
 billing@neogov.com
 Sales Rep: Alan Paul

Ukiah, City of (CA)
 300 Seminary Avenue
 Ukiah, CA 95482
 USA

Quote Valid From: 3/7/2023
 Quote Valid To: 6/30/2023

Quote Number: Q-09653
 PaymentTerms: Annual,Net 30
 Subscription Term in Months: 23

Employee Count: 220
 Order Summary

Pro-Rated Term Incentive Applied to
 Bundle Rate

Prorated to align renewals with existing NEOGOV system renewal

Service Description	Type	Start Date	End Date	Term Price
Perform Subscription	RECURRING	7/3/2023	6/9/2024	\$6,352.06
Perform Setup	ONE-TIME			\$6,000.00
Learn Subscription	RECURRING	7/3/2023	6/9/2024	\$8,045.98
Learn Setup	ONE-TIME			\$6,000.00
Pro-Rated Term Incentive Applied to Bundle Rate TOTAL:				\$26,398.04

Year 2 Incentive ends, Bundle rate only

Service Description	Type	Start Date	End Date	Term Price
Perform Subscription	RECURRING	6/10/2024	6/9/2025	\$14,233.80
Learn Subscription	RECURRING	6/10/2024	6/9/2025	\$18,029.55
Year 2 Incentive ends, Bundle rate only TOTAL:				\$32,263.35

ORDER TOTAL: **\$58,661.39**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

Pro-Rated SaaS Subscription Fees shall be due net thirty (30) from date of NEOGOV invoice. Annual SaaS Subscription Fee invoices shall commence after expiration of the Pro-Rated Term.

"Ukiah, City of (CA)"

Signature:

DocuSigned by:
Sheri Mannion
9C22B8221BBB457 ...

Sheri Mannion

Print Name:

Date:

6/29/2023 | 12:29:40 PM EDT



AGENDA SUMMARY REPORT

SUBJECT: Report of Purchase of an Air Unmanned Aerial System Bundle from Axon Enterprises in the Amount of \$40,346.42.

DEPARTMENT: Police

PREPARED BY: Captain Tom Corning

PRESENTER: Captain Tom Corning

ATTACHMENTS:

1. Drone Quote

Summary: Council will receive a report of the purchase of Air UAS Bundle from Axon Enterprises in the Amount of \$40,346.42.

Background: In the fiscal year 2023-2024 Capital Budget, the Ukiah Police Department (UPD) included the purchase of two unmanned aircraft systems. Unmanned aircraft systems have proven to be an effective tool for law enforcement. By implementing this system, UPD officers will be able to provide a better level of service to the community while improving officer safety in a wide range of situations. In addition, there are other applicable uses of this system and/or technology for fire, public works, electric, code enforcement, etc. Staff will continue to identify and leverage uses to maximize operational efficiencies.

Discussion: Staff requested a quote from Axon Air that included two DJI Mavic 3 quadcopters, two thermal cameras, e.com pilot data software, and Dronesense virtual training for a contract period of five years. The contract for this purchase is included in Attachment 1. The first year cost is \$19,865.78, which includes the hardware, software and training. The cost for years two through five will be \$5,120.16 per year, and will be rebudgeted for each fiscal year.

Purchasing this system from Axon ensures that the video evidence collected will be compatible with and easily stored in the department's current digital storage and management program.

Recommended Action: Receive a report of the purchase of Axon Air Unmanned Aircraft System Bundle in the Amount of \$40,346.42.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10020210.54100: \$22,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 2324-088

COORDINATED WITH: Police Chief Cedric Crook and Mary Horger, Financial Services Manager

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): 2a – Transformation of the fleet. 8a – Information Technology.

GENERAL PLAN ELEMENTS (GP): GP-A6 - Safety Element

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH

ATTACHMENT 1

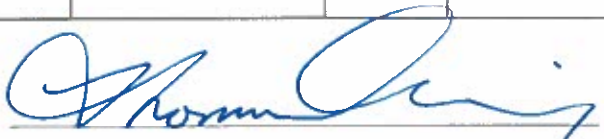
DEPARTMENT Police
DATE 7/27/2023
SUG. SUPPLIER Axon Enterprises

REQUISITION E **41553**

PO/CONTRACT NO. _____

ITEM NO.	QUANTITY	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	TOTAL
	1	Axon Air Bundle (Sugar)	10020210-54100		40,346.40

BUDGETED AMOUNT
OR EXPENDITURE BALANCE _____


DEPT. HEAD OR AUTHORIZED AGENT



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-499906-45132.636TS

Issued: 07/25/2023

Quote Expiration: 08/31/2023

Estimated Contract Start Date: 10/01/2023

Account Number: 184872

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-300 Seminary Ave 300 Seminary Ave Ukiah, CA 95482-5400 USA	Ukiah Police Dept. - CA 300 Seminary Ave Ukiah CA 95482-5400 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Thomas Corning Phone: (707) 463-6241 Email: tcorning@cityofukiah.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$39,164.80
ESTIMATED TOTAL W/ TAX	\$40,346.42

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	\$18,684.16	\$1,181.62	\$19,865.78
Oct 2024	\$5,120.16	\$0.00	\$5,120.16
Oct 2025	\$5,120.16	\$0.00	\$5,120.16
Oct 2026	\$5,120.16	\$0.00	\$5,120.16
Oct 2027	\$5,120.16	\$0.00	\$5,120.16
Total	\$39,164.80	\$1,181.62	\$40,346.42

Quote Unbundled Price:	\$39,164.80
Quote List Price:	\$39,164.80
Quote Subtotal:	\$39,164.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	60	\$183.34	\$183.34	\$183.34	\$22,000.80	\$0.00	\$22,000.80
A la Carte Hardware									
100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	2			\$659.00	\$659.00	\$1,318.00	\$116.99	\$1,434.99
100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	2			\$5,998.00	\$5,998.00	\$11,996.00	\$1,064.63	\$13,060.63
A la Carte Software									
100112	AXON AIR, E.COM PILOT DATA LIC	2	60		\$30.00	\$30.00	\$3,600.00	\$0.00	\$3,600.00
A la Carte Services									
100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1			\$250.00	\$250.00	\$250.00	\$0.00	\$250.00
Total							\$39,164.80	\$1,181.62	\$40,346.42

Firearms and Ammunition Excise Tax

SKU	Description	Taxable Amount	FAET Rate	FAET Amount
			Total	0

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	2	10/01/2023
A la Carte	100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	2	10/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR, UAS LICENSE (CLASS 1)	2	10/01/2023	09/30/2028
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	2	10/01/2023	09/30/2028
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	2	10/01/2023	09/30/2028
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	2	10/01/2023	09/30/2028

Services

Bundle	Item	Description	QTY
A la Carte	100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRO'NESENSE	1

Payment Details

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Hardware & Training	100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1	\$250.00	\$0.00	\$250.00
Hardware & Training	100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	2	\$11,996.00	\$1,064.63	\$13,060.63
Hardware & Training	100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	2	\$1,318.00	\$116.99	\$1,434.99
Year 1	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$720.00	\$0.00	\$720.00
Year 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,400.16	\$0.00	\$4,400.16
Total				\$18,684.16	\$1,181.62	\$19,865.78

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$720.00	\$0.00	\$720.00
Year 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,400.16	\$0.00	\$4,400.16
Total				\$5,120.16	\$0.00	\$5,120.16

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$720.00	\$0.00	\$720.00
Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,400.16	\$0.00	\$4,400.16
Total				\$5,120.16	\$0.00	\$5,120.16

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$720.00	\$0.00	\$720.00
Year 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,400.16	\$0.00	\$4,400.16
Total				\$5,120.16	\$0.00	\$5,120.16

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$720.00	\$0.00	\$720.00
Year 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,400.16	\$0.00	\$4,400.16
Total				\$5,120.16	\$0.00	\$5,120.16

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/25/2023





AGENDA SUMMARY REPORT

SUBJECT: Consideration of Award of Bid to American Asphalt and Resurfacing Co., Inc. in the Amount of \$797,096.24, for the Slurry Seal of Local Streets, Specification No.23-12, and Approval of Corresponding Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. 23-12 Plans
2. Bid Results
3. American Asphalt
4. RMRA Council Approval

Summary: Council will consider awarding a contract to American Asphalt and Resurfacing Co., Inc in the amount of \$797,096.24 for the Slurry Seal of Local Streets, Specification No.23-12, and consider approval of a corresponding budget amendment.

Background: Slurry seal is a cost-effective method of pavement preservation that involves the application of a mixture of asphalt emulsion, aggregate, and additives to the existing road surface. This mixture forms a protective layer that seals cracks, prevents water infiltration, and rejuvenates the pavement's appearance. Slurry seal aims to maximize the longevity of roads while minimizing the need for more expensive and extensive repairs. This project is performed annually in different sections of the city. Typically, the same section is returned to every five years or as needed.

Staff released a request for bid on August 11, 2023. A copy of the plans can be found in Attachment 1.

Discussion: The City received four bids for this project on September 12, 2023. See Attachment 2. American Asphalt and Resurfacing Co., Inc was the low bidder with a bid amount of \$797,096.24. A copy of American Asphalt and Resurfacing Co., Inc 's bid is provided in Attachment 3. The City Council approved \$402,341.00 of this project to be funded by The Road Repair and Accountability Act (RMRA), and Measure Y funds are to be used for the remaining portion. See Attachment 4.

Per the direction of the City Council under the advisement of the Complete Streets Ad-Hoc (Rodin/Crane), Staff has been directed to incorporate Complete Street elements like narrowing lane widths, adding bike lanes etc where possible and warranted when undertaking street construction and maintenance activities. Slurry seal projects are a maintenance activity, but offer an opportunity to adjust stripping. This year the proposed project includes mainly neighborhood streets which are already narrow and offer limited opportunities to restrip in a different configuration.

Staff completed a review of the streets included in this project and identified a portion of West Clay that warrants a new stripping configuration. The section of West Clay between Dora and Highland can accommodate the addition of bike lanes and would provide good connectivity from the neighborhood to the bike lanes in the Dora corridor. The revised stripping will delineate 10 ft. vehicular lanes, 4 ft. bike lanes and 8 ft. parking on each side of the street.

It is Staff's recommendation to award the bid for Specification No. 23-12 for the Slurry Seal of Local Streets, in the amount of \$797,096.24, to American Asphalt and Resurfacing Co., Inc, and authorize a budget amendment in the amount of \$394,755.24 in Fund 120 (Measure Y) to cover the remaining balance of the project.

Recommended Action: Award the bid for Specification No. 23-12 to American Asphalt and Resurfacing Co., Inc in the amount of \$797,096.24 for the Slurry Seal of Local Streets, Specification No.23-12, and Approve of Corresponding Budget Amendment.

BUDGET AMENDMENT REQUIRED: YES

CURRENT BUDGET AMOUNT: 50024620.52100.TBD: \$402,341.00; 25224220.52100.TBD: \$0

PROPOSED BUDGET AMOUNT: 50024620.52100.TBD: \$402,341.00; 12024220.52100.TBD: \$394,755.24

FINANCING SOURCE: FY23/24 RMRA Funds and Measure Y

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Daniel Flores, Engineering Technician and Tim Eriksen, Director of Public Works

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI): 2b – Encourage active transportation as a viable alternative to automobiles.

GENERAL PLAN ELEMENTS (GP):GP-A3 - Mobility Element; GP-A4 - Public Facilities, Services, and Infrastructure Element

Approved: 
Sage Sangiacomo, City Manager

SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 23-12

VARIOUS LOCATIONS WITHIN UKIAH, CALIFORNIA

JUNE 2023

ATTACHMENT 1

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 AND 2 FOR QUANTITIES.

QUANTITIES NOTED FOR SLURRY SEAL ARE BASED ON FIELD MEASUREMENTS AND ARE SHOWN TABLE 1 AND TABLE 2.



SLURRY SELECTION

CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS
COVER SHEET

SCALE: NOT TO SCALE	CITY APPROVAL BY:	DRAWN BY: D.F.
DATE: JUNE 2023		CHECKED BY: J.B.
SPECIFICATION NUMBER: 23-12	TIM ERIKSEN DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	DRAWING NUMBER:
DRAWING FILE: S:\Public Works\PROJECTS\Public Works\2023\Spec No 23-12 Slurry Seal Local Streets		1 OF 4

SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 23-12

VARIOUS LOCATIONS WITHIN

UKIAH, CALIFORNIA

JUNE 2023

TABLE 1: QUANTITIES

STREET SECTIONS			FIELD LENGTH (FT)	VARIABLE WIDTH (FT)	TYPE 2 SLURRY SEAL AREA (SY)	TYPE 3 SLURRY SEAL AREA (SY)	TRAFFIC STRIPING				THERMOPLASTIC PAVEMENT MARKINGS					
STREET NAME	FROM	TO					SOLID 4" (LF)	SOLID 6" (LF)	SOLID DOUBLE 4" (LF)	BROKEN 4" (LF)	CROSSWALK (LF)	CROSSWALK (LF)	DIRECTIONAL ARROW	STOP BAR (LF)	STOP MARKING (EA)	LADDER XWALK (SF)
							YELLOW	WHITE	YELLOW	YELLOW	WHITE	YELLOW	WHITE	WHITE	WHITE	WHITE
AIRPORT 1																
AIRPORT 2																
BARBARA STREET	W. MILL ST.	MAE ST.	490	39	2123	-	-	-	-	-	-	-	-	19.5	1	-
BETTY STREET	MCPEAK ST.	OAK PARK AVE.	273	20	607	-	-	-	-	-	-	-	-	-	-	-
CALVERT COURT	CALVERT DR.	CALVERT DR.	584	32	2076	-	-	-	-	-	-	-	-	-	-	-
CALVERT DRIVE	MCPEAK ST.	CALVERT CT. END	600	32	2133	-	-	-	-	-	-	-	-	18	1	-
CAROLYN STREET	W. MILL ST.	MAE ST.	493	39	2136	-	-	-	-	-	-	-	-	19.5	1	-
CLAY PLACE	N. SIDE W. CLAY ST.	END	250	27	750	-	-	-	-	-	-	-	-	-	-	-
CLEVELAND LANE	S. MAIN ST.	END	450	32	1600	-	-	-	-	-	-	-	-	16	1	-
COURT STREET	W. GOBBI ST.	S. OAK ST.	605	35	2353	-	-	-	-	-	-	-	-	17.5	1	-
EASTLICK STREET	W. CLAY ST.	END	480	33	1760	-	-	-	-	-	-	-	-	16.5	1	-
FIRE + POLICE STATION	SEMINARY AVE.		-	-	4538	4538	-	-	-	-	-	-	-	-	-	-
FREITAS AVENUE	S. OAK ST.	S. STATE ST.	346	35	1346	-	-	-	-	-	-	-	-	52.5	2	-
GARDENS AVENUE	MENDOCINO DR.	MENDOCINO DR.	960	38	4053	-	-	-	-	-	-	-	-	20	-	-
HIGHLAND COURT (X2, TYPE 3, TYPE 2)	HIGHLAND DR.	HIGHLAND DR.	646	37	2656	2656	78	-	-	-	-	-	-	-	-	-
HIGHLAND DRIVE (X2, TYPE 3, TYPE 2)	HIGHLAND CT.	(North Side) W. Mill St.	668	37	2746	2746	201	-	-	-	-	-	-	-	-	-
HIGHLAND DRIVE (X2, TYPE 3, TYPE 2)	(North Side) W. Mill St.	END	246	37	1011	1011	-	-	-	-	-	-	-	-	-	-
SOUTH HIGHLAND AVENUE	N. SIDE W. PERKINS	HIGHLAND CT.	1994	32	7090	-	-	-	-	-	-	-	-	54	3	-
HILLCREST AVENUE	MENDOCINO DR.	GARDENS AVE.	800	38	3378	-	-	-	-	-	-	-	-	-	-	-
HILLVIEW AVENUE	GARDENS AVE.	END	1000	38	4222	-	-	-	-	-	-	-	-	-	-	-
HOLDEN STREET	S. SPRING ST.	S. DORA ST. (STOP AT NEW SECTION)	547	34	2066	-	-	-	-	-	-	-	-	-	1	-
JONES STREET	MCPEAK ST.	W. SIDE S. SPRING ST.	614	40	2729	-	-	-	-	20	-	-	-	20	-	-
JONES STREET	E. SIDE S. SPRING ST.	S. DORA ST. (STOP AT NEW SECTION)	555	40	2467	-	-	-	-	-	-	-	-	-	1	-
JONES STREET	S. DORA ST. (START AT NEW SECTION)	S. OAK ST.	744	40	3307	-	-	-	-	-	-	-	-	20	1	-
LOUISE COURT	OAK ST.	END	214	36	856	-	-	-	-	-	-	-	-	-	-	-
LESLIE STREET (X2, TYPE 3, TYPE 2)	E. PERKINS ST.	TO NORTH ENTRANCE OF MOBILE PARK	1304	38	5506	5506	-	65	1276	-	76	-	2	-	2	2532
LESLIE STREET (X2, TYPE 3, TYPE 2)	E. GOBBI ST.	TO NORTH ENTRANCE OF MOBILE PARK	1041	38	4395	4395	-	-	1013	-	76	-	-	-	1	-
MAE STREET	CAROLYN ST.	BARBARA ST.	265	49	1443	-	-	-	-	-	-	-	-	-	-	-
MARSHALL STREET	E. GOBBI ST.	S. MAIN ST.	630	32	2240	-	-	-	164	-	128	-	-	-	2	-
MCPEAK STREET	W. CLAY ST.	W. MILL ST.	1043	25	2897	-	-	-	-	-	-	-	-	25	2	-
MCPEAK STREET	W. MILL ST.	MENDOCINO DR.	270	30	900	-	-	-	-	-	-	-	-	15	1	-
MENDOCINO DRIVE	E. SIDE S. SPRING ST.	POMOLITA WAY	229	37	941	-	-	-	-	-	-	-	-	18.5	1	-
MENDOCINO DRIVE	W. SIDE S. SPRING ST.	N SIDE HILLVIEW AVE.	1397	37	5743	-	-	-	-	-	-	-	-	37	2	-
MENDOCINO DRIVE	S. SIDE HILLVIEW AVE.	S. DORA ST.	2160	37	8880	-	883	-	-	-	-	-	-	-	1	-
MILL COURT	W. MILL ST.	W. MILL ST.	600	39	2600	-	-	-	-	-	-	-	-	-	-	-
MYSZKA PLACE	S. HIGHLAND AVE	END	227	30	757	-	-	-	-	-	-	-	-	15	1	-
OAK PARK AVENUE	W. CLAY ST.	JONES ST.	740	34	2796	-	-	-	-	-	68	-	-	-	1	-
OAK STREET	W. CHURCH ST.	W. CLAY ST. (STOP AT NEW SECTION)	460	41	2096	-	46	-	-	337	246	-	-	-	1	-
OAK STREET	W. CLAY ST. (START AT NEW SECTION)	W. GOBBI ST.	1754	40	7796	-	205	-	-	1,340	240	-	-	60	4	-
OAK STREET	W. GOBBI ST.	END	997	44	4874	-	150	-	-	347	-	-	-	22	1	-
OLGA PLACE	CLEVELAND LANE	END	516	26	1491	-	-	-	-	-	-	-	-	13	1	-
PEACH STREET	LESLIE ST.	S. ORCHARD AVE.	790	35	3072	-	-	-	-	-	-	-	-	35	2	-
PERKINS STREET	S. HIGHLAND AVE.	DORA ST. (STOP AT NEW SECTION)	2186	27	6558	-	600	-	-	1228	-	-	-	-	-	-
PERKINS STREET	DORA ST. (START AT NEW SECTION)	SCHOOL ST.	1007	24	2685	-	-	-	-	-	336	-	-	-	1	-
PINE STREET	W. CHURCH ST.	W. CLAY ST.	456	32	1621	-	-	-	-	-	256	-	-	-	4	-
POMOLITA DRIVE	S. SPRING ST.	S. DORA ST. (STOP AT NEW SECTION)	529	34	1998	-	-	-	-	-	-	-	-	-	-	-
POMOLITA WAY	MENDOCINO DR.	POMOLITA DR.	360	36	1440	-	-	-	-	-	-	-	-	-	-	-
SEMINARY AVENUE	OAK ST. (SKIP SCHOOL STREET)	STATE ST. (STOP AT NEW SECTION)	861	57	5453	-	-	-	-	-	432	-	-	-	3	-
SOUTH BARNES STREET	W. CHURCH ST.	W. CLAY ST.	465	24	1240	-	-	-	-	-	144	-	-	-	2	-
SOUTH BARNES STREET	W. CLAY ST.	BETTY ST.	546	20	1213	-	-	-	-	-	-	-	-	10	1	-
SOUTH BUSH STREET	W. CHURCH ST.	W. CLAY ST.	459	42	2142	-	-	-	-	-	252	84	-	-	4	-
SOUTH HOPE STREET	W. CHURCH ST	W. CLAY ST.	463	33	1698	-	-	-	-	-	264	-	-	-	2	-
SOUTH HORTENSE STREET	W. CHURCH ST.	W. CLAY ST.	461	55	2817	-	-	-	-	-	110	-	-	82.5	4	-
SOUTH SPRING STREET	W. CHURCH ST.	W. CLAY ST.	456	53	2685	-	50	-	-	344	106	-	-	-	1	-
SOUTH SPRING STREET	W. CLAY ST.	POMOLITA DR.	1723	34	6509	-	-	-	-	-	-	-	-	68	5	-
STELLA DRIVE	WARREN DR. (START AT NEW SECTION)	S. ORCHARD AVE.	807	36	3228	-	-	-	-	-	-	-	-	18	1	-
THOMPSON STREET	W. CHURCH ST.	N. CLAY ST.	471	27	1413	-	-	-	-	-	-	-	-	27	2	-
WEST CHURCH STREET	S. HIGHLAND AVE.	ST. DORA ST.	2216	22	5417	-	-	-	-	-	66	-	-	22	3	-
WEST CHURCH STREET	E. SIDE DORA AVE.	SCHOOL ST.	1051	20	2336	-	-	-	-	-	320	-	1	-	2	-
WEST CHURCH STREET	S. STATE ST (START AT NEW SECTION)	MAIN ST.	205	27	615	-	-	-	-	-	54	-	-	-	1	-
WEST CLAY STREET	S. HIGHLAND AVE.	S. DORA ST. (STOP AT NEW SECTION)	2210	43	10559	-	350	-	-	1244	344	-	-	-	1	-
WEST CLAY STREET	S. DORA ST. (START AT NEW SECTION)	W. SIDE OAK ST.	769	42	3589	-	300	-	-	281	252	252	-	-	-	-
WEST CLAY STREET	S. MAIN ST.	END	600	34	2267	-	-	-	-	-	68	-	-	-	1	-
WEST MILL STREET	HIGHLAND DR.	W. SIDE SPRING ST.	1412	35	5491	-	410	-	-	798	-	-	-	-	-	-
WEST MILL STREET	E. SIDE SPRING ST.	S. DORA ST. (STOP AT NEW SECTION)	532	34	2010	-	-	-	-	472	-	-	-	-	-	-
WEST MILL STREET	S. DORA ST. (START AT NEW SECTION)	W. SIDE SCHOOL ST.	733	33	2688	-	401	-	-	345	66	-	-	-	-	-
WEST MILL STREET	E. SIDE S. SCHOOL ST.	S. STATE ST. (STOP AT NEW SECTION)	481	33	1764	-	65	-	-	79	66	-	-	-	-	-
WEST MILL STREET	S. STATE ST. (START AT NEW SECTION)	S. MAIN ST.	246	27	738	-	50	-	-	151	54	-	-	-	1	-
WEST STEPHENSON STREET	HOPE ST.	W. SIDE S. SPRING ST.	234	21	546	-	-	-	-	-	-	-	-	20	2	-
WEST STEPHENSON STREET	E. SIDE S. SPRING ST.	W. SIDE S. HORTENSE ST.	233	21	544	-	-	-	-	-	-	-	-	10	1	-
WEST STEPHENSON STREET	E. SIDE S. HORTENSE ST.	S. DORA ST.	255	21	595	-	-	-	-	-	-	-	-	10	1	-
WEST STEPHENSON STREET	S. DORA ST.	W SIDE BUSH ST.	233	22	570	-	-	-	-	-	88	-	-	-	1	-
WEST STEPHENSON STREET	E. SIDE BUSH ST.	W. SIDE PINE ST.	246	22	601	-	-	-	-	-	88	-	-	-	-	-
WEST STEPHENSON STREET	E. SIDE PINE ST.	W. SIDE OAK ST.	238	22	582	-	-	-	-	-	88	-	-	-	-	-
WEST STEPHENSON STREET (X2, TYPE 3, TYPE 2)	E. SIDE OAK ST.	SCHOOL ST.	107	22	262	262	95	-	-	-	44	-	-	-	1	-
WEST STEPHENSON STREET	S. STATE ST. (START AT NEW SECTION)	S. MAIN ST.	190	28	591	-	-	-	-	-	56	-	-	-	1	-
TOTAL					200,893	21114	3284	65	2453	6966	4408	336	3	782	83	2532

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.

SLURRY SELECTION

CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

TABLES

SPECIFICATION NUMBER: 23-12

DRAWING NUMBER:

S:\Public Works\PROJECTS\Public Works\2023\Spec No 23-12 Slurry Seal Local Streets

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SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 23-12

VARIOUS LOCATIONS WITHIN

UKIAH, CALIFORNIA

JUNE 2023

TABLE 2: QUANTITIES

STREET SECTIONS			FIELD LENGTH (FT)	VARIABLE WIDTH (FT)	TYPE 2 SLURRY SEAL AREA (SY)	TYPE 3 SLURRY SEAL AREA (SY)	QUANTITIES			PAVEMENT MARKERS		PARKMENT MARKINGS			
STREET NAME	FROM	TO					MH (EA)	VALVE / MON / SCO (EA)	AIRPLANE TIE ROD	REFLECTIVE MARKERS (EA)		NON-REFLECTIVE MARKERS (EA)	PARKING (T)	XING SCHOOL SLOW	PARKING STALL
										BLUE	YELLOW	YELLOW	WHITE	YELLOW	WHITE
AIRPORT 1			-	-	5600	-	1	4	7	-	-	-	-	-	-
AIRPORT 2			-	-	1494	-	-	-	-	-	-	-	-	-	-
BARBARA STREET	W. MILL ST.	MAE ST.	490	39	2123	-	1	3	-	1	-	-	-	-	-
BETTY STREET	MCPEAK ST.	OAK PARK AVE.	273	20	607	-	1	3	-	-	-	-	-	-	-
CALVERT COURT	CALVERT DR.	CALVERT DR.	584	32	2076	-	2	9	-	3	-	-	-	-	-
CALVERT DRIVE	MCPEAK ST.	CALVERT CT. END	600	32	2133	-	1	7	-	1	-	-	-	-	-
CAROLYN STREET	W. MILL ST.	MAE ST.	493	39	2136	-	1	5	-	1	-	-	-	-	-
CLAY PLACE	N. SIDE W. CLAY ST.	END	250	27	750	-	-	1	-	1	-	-	-	-	-
CLEVELAND LANE	S. MAIN ST.	END	450	32	1600	-	1	9	-	2	-	-	-	-	-
COURT STREET	W. GOBBI ST.	S. OAK ST.	605	35	2353	-	2	2	-	1	-	-	-	-	-
EASTLUCK STREET	W. CLAY ST.	END	480	33	1760	-	2	4	-	2	-	-	-	-	-
FIRE + POLICE STATION			-	-	4538	4538	1	2	-	-	-	-	10	-	5
FREITAS AVENUE	S. OAK ST.	S. STATE ST.	346	35	1346	-	4	4	-	-	-	-	-	-	-
GARDENS AVENUE	MENDOCINO DR.	MENDOCINO DR.	960	38	4053	-	3	5	-	2	-	-	-	-	-
HIGHLAND COURT (X2, TYPE 3, TYPE 2)	HIGHLAND DR.	HIGHLAND DR.	646	37	2656	2656	1	8	-	1	-	-	-	-	-
HIGHLAND DRIVE (X2, TYPE 3, TYPE 2)	HIGHLAND CT.	(North Side) W. Mill St.	668	37	2746	2746	5	10	-	1	-	-	-	-	-
HIGHLAND DRIVE (X2, TYPE 3, TYPE 2)	(North Side) W. Mill St.	END	246	37	1011	1011	1	5	-	1	-	-	-	-	-
SOUTH HIGHLAND AVENUE	N. SIDE W. PERKINS	HIGHLAND CT.	1994	32	7090	-	7	17	-	5	84	534	-	-	-
HILLCREST AVENUE	MENDOCINO DR.	GARDENS AVE.	800	38	3378	-	2	2	-	1	-	-	-	-	-
HILLVIEW AVENUE	GARDENS AVE.	END	1000	38	4222	-	2	3	-	1	-	-	-	-	-
HOLDEN STREET	S. SPRING ST.	S. DORA ST. (STOP AT NEW SECTION)	547	34	2066	-	1	4	-	2	-	-	-	-	-
JONES STREET	MCPEAK ST.	W. SIDE S. SPRING ST.	614	40	2729	-	1	4	-	1	-	-	-	-	-
JONES STREET	E. SIDE S. SPRING ST.	S. DORA ST. (STOP AT NEW SECTION)	555	40	2467	-	1	1	-	-	-	-	-	-	-
JONES STREET	S. DORA ST. (START AT NEW SECTION)	S. OAK ST.	744	40	3307	-	1	3	-	2	-	-	-	-	-
LOUISE COURT	OAK ST.	END	214	36	856	-	-	1	-	1	-	-	-	-	-
LESLIE STREET (X2, TYPE 3, TYPE 2)	E. PERKINS ST.	TO NORTH ENTRANCE OF MOBILE PARK	1304	38	5506	5506	2	18	-	2	-	-	-	-	-
LESLIE STREET (X2, TYPE 3, TYPE 2)	E. GOBBI ST.	TO NORTH ENTRANCE OF MOBILE PARK	1041	38	4395	4395	5	9	-	2	-	-	-	-	-
MAE STREET	CAROLYN ST.	BARBARA ST.	265	49	1443	-	-	2	-	-	-	-	-	-	-
MARSHALL STREET	E. GOBBI ST.	S. MAIN ST.	630	32	2240	-	3	2	-	1	52	-	-	-	-
MCPEAK STREET	W. CLAY ST.	W. MILL ST.	1043	25	2897	-	5	10	-	3	-	-	-	-	-
MCPEAK STREET	W. MILL ST.	MENDOCINO DR.	270	30	900	-	-	-	-	-	-	-	-	-	-
MENDOCINO DRIVE	E. SIDE S. SPRING ST.	POMOLITA WAY	229	37	941	-	-	2	-	1	-	-	-	-	-
MENDOCINO DRIVE	W. SIDE S. SPRING ST.	N SIDE HILLVIEW AVE.	1397	37	5743	-	4	9	-	1	-	-	-	-	-
MENDOCINO DRIVE	S. SIDE HILLVIEW AVE.	S. DORA ST.	2160	37	8880	-	7	13	-	2	-	-	-	2	-
MILL COURT	W. MILL ST.	W. MILL ST.	600	39	2600	-	1	4	-	1	-	-	-	-	-
MYSZKA PLACE	S. HIGHLAND AVE	END	227	30	757	-	1	2	-	2	-	-	-	-	-
OAK PARK AVENUE	W. CLAY ST.	JONES ST.	740	34	2796	-	1	9	-	1	-	-	-	-	-
OAK STREET	W. CHURCH ST.	W. CLAY ST. (STOP AT NEW SECTION)	460	41	2096	-	3	3	-	1	-	-	27	-	-
OAK STREET	W. CLAY ST. (START AT NEW SECTION)	W. GOBBI ST.	1754	40	7796	-	8	14	-	1	-	-	6	-	-
OAK STREET	W. GOBBI ST.	END	997	44	4874	-	4	10	-	4	-	-	-	-	-
OLGA PLACE	CLEVELAND LANE	END	516	26	1491	-	-	2	-	-	-	-	-	-	-
PEACH STREET	LESLIE ST.	S. ORCHARD AVE.	790	35	3072	-	1	5	-	2	-	-	-	-	-
PERKINS STREET	S. HIGHLAND AVE.	DORA ST. (STOP AT NEW SECTION)	2186	27	6558	-	4	15	-	5	-	-	-	-	-
PERKINS STREET	DORA ST. (START AT NEW SECTION)	SCHOOL ST.	1007	24	2685	-	2	9	-	2	-	-	12	-	-
PINE STREET	W. CHURCH ST.	W. CLAY ST.	456	32	1621	-	-	-	-	-	-	-	-	-	-
POMOLITA DRIVE	S. SPRING ST.	S. DORA ST. (STOP AT NEW SECTION)	529	34	1998	-	1	5	-	1	-	-	-	-	-
POMOLITA WAY	MENDOCINO DR.	POMOLITA DR.	360	36	1440	-	2	4	-	2	-	-	-	-	-
SEMINARY AVENUE	OAK ST. (SKIP SCHOOL STREET)	STATE ST. (STOP AT NEW SECTION)	861	57	5453	-	-	-	-	-	-	-	34	-	-
SOUTH BARNES STREET	W. CHURCH ST.	W. CLAY ST.	465	24	1240	-	-	2	-	1	-	-	-	-	-
SOUTH BARNES STREET	W. CLAY ST.	BETTY ST.	546	20	1213	-	-	5	-	1	-	-	-	-	-
SOUTH BUSH STREET	W. CHURCH ST.	W. CLAY ST.	459	42	2142	-	-	2	-	1	-	-	-	-	-
SOUTH HOPE STREET	W. CHURCH ST	W. CLAY ST.	463	33	1698	-	-	1	-	-	-	-	-	-	-
SOUTH HORTENSE STREET	W. CHURCH ST.	W. CLAY ST.	461	55	2817	-	-	4	-	1	-	-	-	-	-
SOUTH SPRING STREET	W. CHURCH ST.	W. CLAY ST.	456	53	2685	-	1	2	-	1	-	-	-	-	-
SOUTH SPRING STREET	W. CLAY ST.	POMOLITA DR.	1723	34	6509	-	3	11	-	2	-	-	-	-	-
STELLA DRIVE	WARREN DR. (START AT NEW SECTION)	S. ORCHARD AVE.	807	36	3228	-	1	3	-	1	-	-	-	-	-
THOMPSON STREET	W. CHURCH ST.	N. CLAY ST.	471	27	1413	-	-	2	-	1	-	-	-	-	-
WEST CHURCH STREET	S. HIGHLAND AVE.	ST. DORA ST.	2216	22	5417	-	6	17	-	4	-	-	-	-	-
WEST CHURCH STREET	E. SIDE DORA AVE.	SCHOOL ST.	1051	20	2336	-	3	11	-	-	-	-	9	-	-
WEST CHURCH STREET	S. STATE ST (START AT NEW SECTION)	MAIN ST.	205	27	615	-	-	1	-	-	-	-	14	-	-
WEST CLAY STREET	S. HIGHLAND AVE.	S. DORA ST. (STOP AT NEW SECTION)	2210	43	10559	-	6	19	-	5	-	-	9	-	-
WEST CLAY STREET	S. DORA ST. (START AT NEW SECTION)	W. SIDE OAK ST.	769	42	3589	-	3	6	-	1	-	-	-	-	-
WEST CLAY STREET	S. MAIN ST.	END	600	34	2267	-	2	5	-	1	-	-	-	-	-
WEST MILL STREET	HIGHLAND DR.	W. SIDE SPRING ST.	1412	35	5491	-	4	7	-	-	-	-	-	-	-
WEST MILL STREET	E. SIDE SPRING ST.	S. DORA ST. (STOP AT NEW SECTION)	532	34	2010	-	1	1	-	-	-	-	-	-	-
WEST MILL STREET	S. DORA ST. (START AT NEW SECTION)	W. SIDE SCHOOL ST.	733	33	2688	-	1	3	-	1	-	-	-	-	-
WEST MILL STREET	E. SIDE S. SCHOOL ST.	S. STATE ST. (STOP AT NEW SECTION)	481	33	1764	-	1	2	-	1	-	-	-	-	-
WEST MILL STREET	S. STATE ST. (START AT NEW SECTION)	S. MAIN ST.	246	27	738	-	-	3	-	-	-	-	-	-	-
WEST STEPHENSON STREET	HOPE ST.	W. SIDE S. SPRING ST.	234	21	546	-	1	2	-	2	-	-	-	-	-
WEST STEPHENSON STREET	E. SIDE S. SPRING ST.	W. SIDE S. HORTENSE ST.	233	21	544	-	-	-	-	-	-	-	-	-	-
WEST STEPHENSON STREET	E. SIDE S. HORTENSE ST.	S. DORA ST.	255	21	595	-	-	-	-	-	-	-	-	-	-
WEST STEPHENSON STREET	S. DORA ST.	W SIDE BUSH ST.	233	22	570	-	-	-	-	-	-	-	-	-	-
WEST STEPHENSON STREET	E. SIDE BUSH ST.	W. SIDE PINE ST.	246	22	601	-	-	2	-	1	-	-	-	-	-
WEST STEPHENSON STREET	E. SIDE PINE ST.	W. SIDE OAK ST.	238	22	582	-	-	-	-	-	-	-	-	-	-
WEST STEPHENSON STREET	E. SIDE OAK ST.	SCHOOL ST.	107	22	262	262	-	-	-	-	-	-	-	-	-
WEST STEPHENSON STREET	S. STATE ST. (START AT NEW SECTION)	S. MAIN ST.	190	28	591	-	-	-	-	-	-	-	9	-	-
TOTAL					200893	21114	128	370	7	89	136	534	130	2	5

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 AND 2 FOR QUANTITIES.

QUANTITIES NOTED FOR SLURRY SEAL ARE BASED ON FIELD MEASUREMENTS AND ARE SHOWN TABLE 1 AND TABLE 2.

SLURRY SELECTION

CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

TABLES

SPECIFICATION NUMBER: 23-12

DRAWING NUMBER:

S:\Public Works\PROJECTS\Public Works\2023\Spec No 23-12 Slurry Seal Local Streets

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SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 23-12

VARIOUS LOCATIONS WITHIN UKIAH, CALIFORNIA

JUNE 2023

CITY HALL FIRE AND POLICE STATION:



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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SLURRY SELECTION

CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

TABLES

SPECIFICATION NUMBER:	23-12	DRAWING NUMBER:	
S:\Public Works\PROJECTS\Public Works\2023\Spec No 23-12 Slurry Seal Local Streets		4 OF 4	Page 35 of 310

RFB E40143 - Street Striping 2023

Owner: City of Ukiah

Bid Opening: 9/12/23				American Asphalt and Resurfacing Co., Inc		VSS International		American Pavement Systems		Pavement Coatings Co.	
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Traffic Control	1	LS	\$ 25,500.00	\$ 25,500.00	\$ 64,372.16	\$ 64,372.16	\$ 80,000.00	\$ 80,000.00	\$ 137,500.00	\$ 137,500.00
2	Slurry Seal (TYPE 2)	200893	SY	\$ 2.34	\$ 470,089.62	\$ 2.28	\$ 458,036.04	\$ 2.10	\$ 421,875.30	\$ 2.61	\$ 524,330.73
3	Slurry Seal (TYPE 3)	21114	SY	\$ 2.88	\$ 60,808.32	\$ 2.40	\$ 50,673.60	\$ 3.90	\$ 82,344.60	\$ 4.85	\$ 102,402.90
4	Solid Yellow 4" Traffic Stripe	3284	LF	\$ 2.80	\$ 9,195.20	\$ 3.02	\$ 9,917.68	\$ 2.94	\$ 9,654.96	\$ 3.10	\$ 10,180.40
5	Solid Double Yellow 4" Traffic Stripe	2453	LF	\$ 3.85	\$ 9,444.05	\$ 4.16	\$ 10,204.48	\$ 4.04	\$ 9,910.12	\$ 4.26	\$ 10,449.78
6	Broken Yellow 4" Traffic Stripe	6966	LF	\$ 2.80	\$ 19,504.80	\$ 3.02	\$ 21,037.32	\$ 2.94	\$ 20,480.04	\$ 3.10	\$ 21,594.60
7	Solid White 6" Traffic Stripe	65	LF	\$ 3.85	\$ 250.25	\$ 4.16	\$ 270.40	\$ 4.04	\$ 262.60	\$ 4.26	\$ 276.90
8	Thermoplastic Pavement Markings	12236	SF	\$ 14.00	\$ 171,304.00	\$ 15.12	\$ 185,008.32	\$ 14.70	\$ 179,869.20	\$ 15.50	\$ 189,658.00
9	Pavement Markings	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 14,040.00	\$ 14,040.00	\$ 13,500.00	\$ 13,500.00	\$ 20,000.00	\$ 20,000.00
10	Pavement Markers	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 19,440.00	\$ 19,440.00	\$ 19,000.00	\$ 19,000.00	\$ 25,000.00	\$ 25,000.00
Total Bid Amount					\$ 797,096.24		\$ 833,000.00		\$ 836,896.82		\$ 1,041,393.31

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**
 - Check the City website for any addenda issued: www.cityofukiah.com/purchasing.

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
SLURRY SEAL OF LOCAL STREETS**

Specification No. 23-12

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:
SPEC #:
PROJECT NAME:

American Asphalt Repair & Resurfacing Co., Inc.
23-12
Slurry Seal of Local Streets

BASE BID

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	Traffic Control	LS	1	\$ 25,500.00	\$ 25,500.00
2	Slurry Seal (TYPE 2)	SY	200,893	\$ 2.34	\$ 470,089.62
3	Slurry Seal (TYPE 3)	SY	21,114	\$ 2.88	\$ 60,808.32
4	Solid Yellow 4" Traffic Stripe	LF	3,284	\$ 2.80	\$ 9195.20
5	Solid Double Yellow 4" Traffic Stripe	LF	2,453	\$ 3.85	\$ 9444.05
6	Broken Yellow 4" Traffic Stripe	LF	6,966	\$ 2.80	\$ 19,504.80
7	Solid White 6" Traffic Stripe	LF	65	\$ 3.85	\$ 250.25
8	Thermoplastic Pavement Markings	SF	12,236	\$ 14.00	\$ 171,304.00
9	Pavement Markings	LS	1	\$ 13,000.00	\$ 13,000.00
10	Pavement Markers	LS	1	\$ 18,000.00	\$ 18,000.00
TOTAL BID ==>>					\$ 797,096.24

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 September 12, 2023.

Licensed in accordance with an act providing for the registration of California Contractors License No. 439591, expiration date 5/31/2025

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: 1000002117

Signature of bidder or bidders, with business name, address, phone number and fax number:

American Asphalt Repair & Resurfacing Co., Inc.

24200 Clawiter Road Hayward, CA 94545 Phone: 510-723-0280

Steve Aguirre: Vice President Secretary



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.

President: Shel Waggener, 6501 Longwalk Drive Oakland, CA 94611

Secretary: Steve Aguirre, 86 Brevenville Drive San Ramon, CA

Treasurer: Allan Henderson, 6155 Starr Road Windsor, CA

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: American Asphalt Repair & Resurfacing Co., Inc.

(non-union company)

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:

24200 Clawiter Road Hayward CA 94545

Business Location:

24200 Clawiter Road Hayward CA 94545

(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 12 day of September, 2023

Signature of Bidder, with Business Address:

Steve Cguir
24200 Clawiter Road Hayward CA 94545

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:

Steve Guir Date 9.12.2023
24200 Clawiter Road Hayward CA 94545

(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
Specialized Pavement Marking	854894	1000886659	19652 N. Hirsch Ct Anderson, CA 96007	Striping

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

See Attached

Public Works References

American Asphalt Repair and Resurfacing Co., Inc.

No stop notice claims or lawsuits were filed and no liquidated damages were assessed for any of the below referenced projects. All projects included control of public traffic, work on public street/property, and public notification/coordination. All work was completed within specified time.

Town of Atherton

Public Works Department
91 Ashfield Road Atherton, CA
2020 Slurry Seal Prj. 56094
Contract Amount: \$ 120,2563.00
Start Date: 7/20; Complete: 10/20
Contact: Davide Huynh
Phone: (650) 752-0500
Email: dhuyh@ci.atherton.ca.us

City of Willits

Various Streets
Willits, CA
2020 Slurry Seal & Pavement Project
Contract: \$188,619.00
Start Date: 7/20; Complete: 9/20
Contact: John Sherman
Phone: (707)459-7122
Email: Jsherman@cityofwillits.org

City of Dublin

Various Streets
Dublin, CA
2021 Slurry Seal
Contract: \$1,026,323.00
Start Date: 07/21; Complete: 09/21
Contact: William Wahbeh
Phone: (925) 833-6649
Email: william.wahbeh@dublin.ca.gov

City of San Bruno

Various Streets
San Bruno, CA
2019-20 Slurry Seal Project
Contract Amount: \$ 357,429.00
Start Date: 05/20; Complete: 09/20
Contact: Jason Tong
Phone: (650) 794-1443
Email: jtong@sanbruno.ca.gov

Town of Windsor

Various Streets
Windsor, CA 95492
2020 Pavement Preservation Project
Contract: \$ 464,891.59
Start Date: 05/20; Complete: 07/20
Contact: Alejandro Perez
Phone: 707-838-1000
Email: aperez@townofwindsor.com

City of Belmont

Various Streets
Belmont, CA
2021 Slurry Seal Project
Contract: \$ 752,163.75
Start Date: 06/21; Complete: 10/21
Contact: Nima Mazhari
Phone: (650)730-5706
Email: nmazhari@belmont.gov

City of Dublin

100 Civic Plaza
Dublin, CA 94568
2019 Slurry Seal
Contract Amount: \$ 1,392,302.00
Start Date: 05/19; Complete: 09/19
Contact: Lorin Jensen
Phone: (925) 833-6655
Email: parkspn@dublin.ca.gov

City of Redwood City

1017 Middlefield Road
Redwood City, CA 94063
2019 Microsurfacing Project
Contract: \$ 688,034.00
Start Date: 06/19; Complete: 11/19
Contact: Sayed Zahori
Phone: 650-780-7321
Email: szahori@redwoodcity.org

SIGNATURE(S) OF BIDDER

Accompanying this proposal is Bidder's Bond

(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

American Asphalt Repair & Resurfacing Co., Inc.

Shel Waggener: President; Steve Aguirre: Secretary, Manager

Treasurer: Allan Henderson

Licensed in accordance with an act providing for the registration of Contractors:

License No. 439591, License Expiration Date 5/31/2025

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: 24200 Clawiter Road

Place of residence: San Ramon, CA

Dated: 9.12.2023

CERTIFICATE OF CORPORATE RESOLUTION

AMERICAN ASPHALT REPAIR AND RESURFACING COMPANY INC.
24200 Clawiter Road, Hayward CA 94545

I, Steve Aguirre, Secretary of American Asphalt Repair and Resurfacing Company Inc. do hereby certify that at a duly constituted meeting of the Directors and/or Stockholders of the Corporation held at the office of the Corporation on January 04, 2023, it was upon motion duly made and seconded, that it be Voted:

The following company officers Shelton Waggener, President, and Steve Aguirre C.O.O./Secretary have authority to execute bids and/or contracts on behalf American Asphalt Repair and Resurfacing Incorporated.

It was upon motion made and seconded that it be further Voted: That Steve Aguirre as Secretary of the Corporation be empowered and directed to execute, deliver and accept any and all documents reasonably to accomplish the foregoing vote, all on such terms and conditions as he in his discretion deems to be in the best interest of the Corporation.

I further certify that the foregoing votes are in full force without rescission, as modification or amendment.

Signed the 6th day of January, 2023.



Secretary

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, American Asphalt Repair and Resurfacing Company, Inc.

_____, as PRINCIPAL and

Everest National Insurance Company, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ Ten Percent of Amount Bid (10% of Amount Bid)

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on September 12, 2023 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 24th day of August,
A.D. 2023.

Steve Guri (Seal)

Steve Aguirre, Secretary (Seal)

American Asphalt Repair and Resurfacing Company, Inc. (Seal)

Principal
Sharon Smith (Seal)

Sharon Smith, Attorney-In-Fact (Seal)

Everest National Insurance Company (Seal)
Surety

Address: Everest National Insurance Company

100 Everest Way, Warren Corporate Center

Warren, NJ 07059



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento)

On August 24, 2023 before me, Kathleen Le, Notary Public,
(insert name and title of the officer)

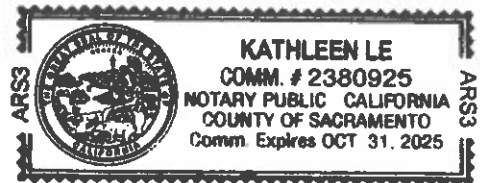
personally appeared Sharon Smith

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





**POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Elizabeth Coliodi, John Hopkins, John J. Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Kristle Phillips, Claudine Gordon, Michael K. Feeney, Samantha Watkins, Phil Watkins, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Sharon Smith

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument, that he knows the seal of said Company, that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto, and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of August, 2023.



By: Sylvia Semerdjian, Secretary

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.

Steve Aguirre

Steve Aguirre
Signature(s) of Bidder

Business Address: 24200 Clawiter Road Hayward CA 94545

Place of Residence: San Ramon, CA

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

See attached
Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 20____.

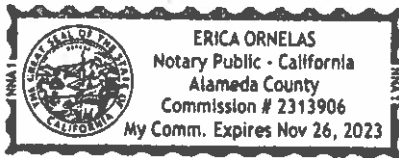
CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda



Subscribed and sworn to (or affirmed) before me on

this _____ day of _____, 20____, by
Date Month Year

(1) Steve Aguirre

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorger@cityofukiah.com



SPEC. 23-12 – SLURRY SEAL OF LOCAL STREETS

Addendum No. 1

August 17, 2023

The following is Addendum No. 1 to SPEC. NO. 23-12 SLURRY SEAL OF LOCAL STREETS.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

1. The following are modification to the Specifications:

- a. Revised Working Days: The contracted working days for this project has been revised from 15 Calendar Days to 30 Calendar Days

2. The following are questions that have been asked and their corresponding responses:

Q1: When is the anticipated Notice to Proceed Date?

A1: The project is going to the Ukiah City Council meeting on September 20, 2023, for consideration of award to the lowest bidder. A Notice of Award will follow on the September 21, 2023, and will be required to be returned executed by the contractor with all insurance docs within 15 days. The Notice to Proceed will then be issued to the contract.

Q2: Due to the late advertisement and location of this project is it anticipated that work will be performed in 2024?

A2: The project work is to be completed this construction season (2023), the project working days have been revised as noted above.

Q3: When is the City expecting work to commence on this project? The specs state that the contract time is 15 Calendar Days. The slurry seal alone will eat up all these days but there is still striping work that need to be completed and there is typically at least 7 days of cure required before striping can commence. Can you please clarify.

A3: The project working days have been revised as noted above.


All other terms and conditions remain in full force and effect.

Mary V. Horgner
Financial Services Manager

Agenda Item No: 8.e.MEETING DATE/TIME: 6/21/2023ITEM NO: 2023-2780

AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Identifying the 23/24 Slurry Seal Project as the Project Funded by SB1: The Road Repair and Accountability Act for 23/24; and Approval of Corresponding Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. LSRcicoSummaryFy23Fy24
2. SB 1 Project List Resolution DRAFT
3. GIS PAGE 1 R1

Summary: Council will consider adopting a resolution to identify a slurry seal project on forty-six (46) city streets and roads which will utilize Senate Bill 1, The Road Repair and Accountability Act funds, in addition to bond revenue funds; and consider approving a corresponding budget amendment.

Background: With the adoption of Senate Bill 1 - the Road Repair and Accountability Act (SB 1) - into law, local agencies are required to submit a list of projects using the funding amount identified as the Road Maintenance Rehabilitation Account (RMRA). The City of Ukiah's estimated RMRA funding amount available for Fiscal Year 2023-24, is \$402,341. Further detailed information on RMRA funding can be found in Attachment 1, an excerpt from the League of California Cities bulletin on transportation funding and the projected FY 2023-24 revenues.

Discussion: City Staff have reviewed the City's Pavement Management Program and identified a list of closely-knit city streets as well as Leslie Street and a portion of the airport for slurry seal to be applied to prolong the street's useful life. The engineer's estimate for the project is \$708,109.41. RMRA funds would cover \$402,341.00 of this project with 2022 Lease Revenue Bonds being used for the remaining street portions and airport funds for applicable sections.

As a condition to receive RMRA funding, cities are required to select a project through a City resolution (Attachment 2), which Council is being asked to adopt, and submit a copy of the resolution to the California Transportation Commission. A detailed map of the proposed project area can be found in Attachment 3.

A budget amendment will be required once the bids for the project are received and the contract is awarded, which will be in the new fiscal year.

Recommended Action: Adopt resolution identifying the 2023-24 Project Funded by SB 1: The Road Repair and Accountability Act; and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 50024620.52100.TBD: \$0.00, 25224220.52100.TBD: \$0.00

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: RMRA Revenue Funds & 2022 Lease Revenue Bonds

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Tim Eriksen, Director of Public Works and Daniel Flores, Engineering Technician;
Mary Horger, Financial Services Manager

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved:


Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Financial Contribution in the Amount of \$50,000 to the Inland Water and Power Commission for Legal Services Related to the Potter Valley Project.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Sean White, Director of Water Resources

ATTACHMENTS:

1. IWPC Invoice 23-24

Summary: Council will consider a request for a financial contribution to the Inland Water and Power Commission in the amount of \$50,000, related to the Potter Valley Project.

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

Discussion: The Mendocino County Inland Power and Water Commission (MCIWPC), the Round Valley Indian Tribes (RVIT), and the Sonoma County Water Agency (Sonoma Water) last week submitted a proposal to advance a regional solution for preserving flows in the Russian River and improving Eel River fisheries.

In the absence of this proposal, Pacific Gas and Electric Company's (PG&E) decommissioning plan for the Potter Valley Hydroelectric Project (PVP) would include removing facilities that allow for water diversions to the Russian River. These water diversions have been vital to the Russian River basin for more than 100 years. The proposal is also important to assure that removal or modification of facilities allow for upstream and downstream fish migration at Cape Horn Dam, consistent with goals for a sustainable and harvestable Eel River fishery.

The New Eel-Russian Facility (facility) proposal submitted to PG&E would provide for the creation of a regional entity that has the legal and financial capacity to own, construct and operate a new water diversion facility near PG&E's Cape Horn Dam on the Eel River. The yet-to-be designed facility would allow for ongoing water diversions through the PVP's tunnel between the Eel River and Russian River, while allowing for upstream and downstream fish migration to support larger efforts aimed at achieving naturally reproducing, self-sustaining and harvestable native anadromous fish populations.

The regional solution proposal was submitted to PG&E in response to its decision to surrender its license for operating the PVP, and its requirement to receive a proposal by July 2023 from any entity interested in owning part of the PVP facilities. PG&E's schedule for filing a license surrender application and decommissioning plan calls for the utility company to complete an initial draft surrender application by November 2023, and a final draft surrender application by May 2024. The final application is required for submittal to the Federal Energy Regulatory Commission (FERC) by January 31, 2025.

The proposal seeks PG&E to include provisions in its final license surrender application that would allow the regional entity to preserve some of the water diversion components near Cape Horn Dam (which PG&E plans to remove) and obtain FERC approval for the regional entity to construct the New Eel-Russian Facility.

Since May 1, 2019, Council approved contributions to this effort totaling \$225,000. The IWPC, as a member of a larger consortium, had successfully accomplished a number of milestones towards the acquisition of the Potter Valley Hydroelectric Project. The IWPC has requested an additional \$50,000 to pay for anticipated legal costs to further its efforts. See Attachment 1.

The IWPC has previously given presentations detailing the scope, use, and need of these funds; and Council has approved \$50,000 in past years. Therefore, Staff is recommending a similar contribution of \$50,000 to support the ongoing litigation costs for this project.

Recommended Action: Approve a request for a financial contribution from the Inland Water and Power Commission in the amount of \$50,000 related to the Potter Valley Project.

BUDGET AMENDMENT REQUIRED: NO

CURRENT BUDGET AMOUNT: 82027110.52100: \$72,803.54

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 47816

COORDINATED WITH: Sean White, Director of Water Resources

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI): 7a – Expand sustainable water practices.

GENERAL PLAN ELEMENTS (GP):

Approved:


Sage Sangiacomo, City Manager

PO Box 1247
Ukiah, CA 95482
707 391-7574
mciwpc@mendoiwpc.com

DATE:	June 8, 2023
INVOICE #	2023.1a
FOR:	Potter Valley Project
BILL TO:	City of Ukiah Sean White 300 Seminary Avenue Ukiah, CA 95482

DESCRIPTION		AMOUNT
Billing Invoice: to cover ongoing consulting and legal expenses for the PVP		\$50,000.00
Due date--July, 2023		
SUBTOTAL		\$ 50,000.00
TAX RATE		0.00%
SALES TAX		-
OTHER		-
TOTAL		\$ 50,000.00
Make all checks payable to IWPC		
THANK YOU FOR YOUR PAYMENT!		



AGENDA SUMMARY REPORT

SUBJECT: Review Landfill Closure Financial Plan Update and Authorize the Filing of the Update.

DEPARTMENT: Finance

PREPARED BY: Dan Buffalo, Finance Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. 2016-03 CC Reso - Establishing Funding Closure
2. 2023 Landfill Inflation Form

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

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

Discussion: Costs to conduct closure, post-closure, and prepare a corrective action plan have been adjusted by an inflationary index provided by CalRecycle. For 2023, the estimated cost with an assumed inflationary adjustment of 7.0 percent from 2022 is \$21,977,735. The change in cost is due to the annual inflation factor provided by CalRecycle. The Finance Department, in coordination with Public Works and the City Manager's Office, will have a financing strategy prepared to meet this obligation in full, using a combination of reserves, cash inflows from surcharges collected at the transfer station, and potential new debt financing. The plan is anticipated to be ready for consideration by the Council when the closure project has cleared all remaining regulatory delays and is ready for RFP development.

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

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

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Public Works Director/City Engineer

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP): GP-A5 - Environment and Sustainability Element

Approved: 
☒ Sage Sangiacomo, City Manager

RESOLUTION NO. 2016-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING FINANCIAL MECHANISM FOR FUNDING CLOSURE, POST-CLOSURE MAINTENANCE, AND CORRECTIVE ACTION PLAN FOR CITY OF UKIAH SOLID WASTE DISPOSAL SITE

WHEREAS:

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

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

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

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

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

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

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

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

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

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

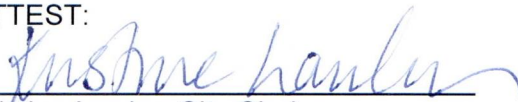
5. The City Finance Director is hereby directed to prepare for City Council the approval a Financial Plan (Plan) to extinguish in fifteen years the estimated unfunded Closure and thirty-year Post-Closure Maintenance costs, and the CAP reserve requirements, and present the Surcharge to be applied to the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

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

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



Stephen G. Scalmanini, Mayor

ATTEST:


Kristine Lawler, City Clerk



April 4, 2023

TO ALL OPERATORS/OWNERS OF SOLID WASTE LANDFILLS

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

Based on information obtained from the U.S. Department of Commerce, Bureau of Economic Analysis, Table 4, dated March 30, 2023, the inflation factor for **2022** is **1.070 (7.0%)**. Please complete the **2022 Annual Inflation Factor Report** for each landfill you own and/or operate, and send it to the **Financial Assurances Unit** at the following email address by **June 1, 2023**:

FAU@CALRECYCLE.CA.GOV

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

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

Previous years' Inflation Factor Reports can be found at:

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

Following are previous years' inflation factors:

1989 - 1.041	1990 - 1.054	1991 - 1.036	1992 - 1.033
1993 - 1.026	1994 - 1.020	1995 - 1.024	1996 - 1.020
1997 - 1.020	1998 - 1.010	1999 - 1.015	2000 - 1.021
2001 - 1.022	2002 - 1.011	2003 - 1.017	2004 - 1.021
2005 - 1.028	2006 - 1.029	2007 - 1.027	2008 - 1.022
2009 - 1.012	2010 - 1.010	2011 - 1.021	2012 - 1.018
2013 - 1.015	2014 - 1.015	2015 - 1.010	2016 - 1.013
2017 - 1.018	2018 - 1.022	2019 - 1.018	2020 - 1.012
2021 - 1.041			

If you have not made the previous years' adjustments, please do so before calculating the 2023 adjusted total cost estimates. Apply subsequent inflation factors to the previous year's total cost estimates, beginning with the inflation factor that corresponds with the year the plans were prepared. For example, if the plans were prepared in 1989, apply the 1989 inflation factor to your 1989 initial certified total closure and postclosure maintenance cost estimates and so forth until the current inflation factor is applied.

TO ALL OPERATORS/OWNERS OF SOLID WASTE LANDFILLS

Do not disregard this notice. If you recently revised your estimates due to changes in your closure, postclosure maintenance and/or corrective action plans, and the revised estimates reflect 2023 dollars, please report your updated 2023 cost estimates.

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

For public operators utilizing a Pledge of Revenue Agreement, the operator is required by 27 CCR section 22233(b)(4)(B) to submit the CalRecycle 114 form to demonstrate the pledged revenue continues to be available when needed and will cover the postclosure maintenance and/or corrective action cost estimate(s) identified in the updated 2022 Annual Inflation Factor Report required by 27 CCR section 22236. The operator is required to submit annual certifications of the CalRecycle 114 form with the 2022 Annual Inflation Factor Report (copies of the resolution and agreement are not required annually, unless amended).

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

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

Thank you for your cooperation.



ANNUAL INFLATION FACTOR REPORT 2022

FACILITY NAME: City of Ukiah

FACILITY NUMBER: SW-23-AA-0019

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

\$ <u>8,748,697</u> Highest Closure Cost Estimate Approved or Subsequently Submitted	<u>March 2016</u> Date of Plan
\$ <u>5,258,102</u> Highest Postclosure Maintenance Cost Estimate Approved or Subsequently Submitted	<u>March 2016</u> Date of Plan
\$ <u>654,116</u> Highest Corrective Action Cost Estimate Approved or Subsequently Submitted	<u>March 2016</u> Date of Plan

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

The ABC Landfill's cost estimate for CLOSURE in 2022 was \$2,000,000. Using the 2022 inflation factor of 1.070, they recalculated their ADJUSTED CLOSURE COST for 2023 to \$2,140,000. Their POSTCLOSURE MAINTENANCE (PCM) COST with a Multiplier of 30 in 2022 was \$1,500,000. Using the 2022 inflation factor of 1.070, their ADJUSTED PCM COST for 2023 is \$1,605,000. Their cost estimate for CORRECTIVE ACTION in 2022 was \$1,000,000. Using the 2022 inflation factor of 1.070, they recalculated their ADJUSTED CORRECTIVE ACTION COST for 2023 to \$1,070,000.

NOTE: If the cost estimates identified above were prepared in 2023 dollars, do not inflate below.

ANNUAL INFLATION FACTOR REPORT 2022

\$ 11,783,979 x 1.070 =
 Closure Costs (2022 Dollars)

\$ 7,713,021 x 1.070
 = Annual PCM Costs x PCM Multiplier of 30
 or other approved PCM Multiplier (2022 Dollars)

\$ 1,042,939 x 1.070 =
 Corrective Action Costs (2022 Dollars)

Choose Either:

Water ☐

or Non-Water ☐

\$ 12,608,858
 Estimate in 2023 Dollars

\$ 8,252,932
 Estimate in 2023 Dollars

\$ 1,115,945
 Estimate in 2023 Dollars

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

 Operator/Owner Signature

300 Seminary Ave, Ukiah, CA 95482

 Mailing Address

Tim Eriksen

 Printed Name of Person Signing

Director of Public Works/City
 Engineer

 Title of Person Signing

707-563-6280

 Phone Number

teriksen@cityofukiah.com

 Email

9/11/2023

 Date of Report



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Award of Bid for Electric Utility Fire Mitigation Fuel Reduction Project, Specification No. 23-13.

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers, Electric Utility Director

PRESENTER: Sonu Upadhyay, Senior Distribution Engineer

ATTACHMENTS:

1. Spec 23-13 - Ukiah Electric Utility Fire Mitigation Fuel Reduction Project - FINAL

Summary: Council will consider awarding a contract for the Electric Utility Fire Mitigation Fuel Reduction Project, Specification No. 23-13.

Background: On February 11, 2022, the California Office of Emergency Services (CalOES) approved Hazard Mitigation Grant Program (HMGP) funds for the City of Ukiah in the amount of \$3,613,567. The fundamental mitigation goal of the grant is to reduce the impact of wildland fire on Ukiah's critical electric power infrastructure through the implementation of hazardous fuel reduction activities and undergrounding vulnerable overhead lines. In addition to an undergrounding project, the grant will fund the reduction of hazardous fuels along critical electric utility line corridors through enhanced tree trimming at various locations on the west side of Ukiah city limits.

At the August 2, 2023 Council Meeting, Council received a report on the project and approved the Community Development Director's CEQA exemption determination. In addition, the Council provided direction to staff to work closely with customers impacted by the Vegetation Management Project. The specification was changed to include Council direction for customer notification at onset of project; 72 hours in advance and again 24 hours prior to the start of work.. Overall, the project will reduce the risk of wildfire and protect the city's critical electrical infrastructure. In addition, should an ignition occur, this project will help reduce fire speed and severity, thereby reducing hazardous emissions into the environment.

Please see Attachment 1 for a copy of the final bid document.

Discussion: On August 21, 2023, the bid was released for the Utility's Fuel Reduction Project. The bid notice was distributed to the Builder's Exchanges and contractors on the Qualified Bidder's list. Bids are due and will be opened at 2:00pm on September 19, 2023.

Following the bid opening, Staff will be submitting a supplementary memo to Council with an award recommendation for consideration in time for the September 20, 2023 Council Meeting. The memo will be accompanied by the bid tabulation and the lowest responsive, responsible bidder's bid documents. Depending on the final bid amount, the recommended action will be adjusted accordingly. This project is budgeted in the approved, FY 23/24 Capital Improvement Plan.

Recommended Action: Award bid for the Electric Utility Fire Mitigation Fuel Reduction Project, Specification No. 23-13.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 80126100.80230.18260; \$4,750,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Series 2022 Electric Revenue Bonds with 75% being reimbursed through the Hazard Mitigation Grant Program (HMGP)

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Mary Horger, Financial Services Manager

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI): 10a – Protect from dangerous emissions by preventing fires.

GENERAL PLAN ELEMENTS (GP):

GP-A6 - Safety Element

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
UKIAH ELECTRIC UTILITY FIRE MITIGATION FUEL REDUCTION PROJECT
SPECIFICATION NO. 23-13

CITY OF UKIAH
DEPARTMENT OF ELECTRIC UTILITY
300 Seminary Avenue
Ukiah, California 95482-5400

Bids Open: Tuesday, September 19, 2023
2:00 p.m.
Office of City Clerk

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

MARI RODIN, MAYOR
JOSEFINA DUENAS – VICE-MAYOR
SUSAN SHER – COUNCIL MEMBER
DOUGLAS CRANE – COUNCIL MEMBER
JUAN OROZCO – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER
CINDY SAUERS - DIRECTOR OF ELECTRIC UTILITY
MARY HORGER – FINANCIAL SERVICES MANAGER
KRISTINE LAWLER – CITY CLERK
R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF ELECTRIC UTILITY
AUGUST 2023

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR
UKIAH ELECTRIC UTILITY FIRE MITIGATION FUEL REDUCTION PROJECT
SPECIFICATION NO. 23-13

NOTICE IS HEREBY GIVEN that sealed standard proposals for **Ukiah Electric Utility Fire Mitigation Fuel Reduction Project, Specification 23-13**, will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on Tuesday, September 19, 2023. Bids shall be addressed to the City Clerk and shall be endorsed "Ukiah Electric Utility Fire Mitigation Undergrounding Project." Bids are required for the entire work described herein. No fax bids will be accepted. As soon thereafter as possible, the bids will be publicly opened and read in the Council Chambers at 300 Seminary Avenue, Ukiah. The bid opening will also be visible via live streaming at <http://www.cityofukiah.com/meetings/>.

ENGINEER'S ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit of Measure
1.	TREE TRIMMING, INCLUDING ALL LABOR AND EQUIPMENT. MINIMUM 3 PERSON CREW	1	LS

Plans and Special Provisions may be inspected and/or copies obtained from the City's website at www.cityofukiah.com/purchasing. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger, Procurement Manager at (707) 463-6233 or by email at mhorger@cityofukiah.com.

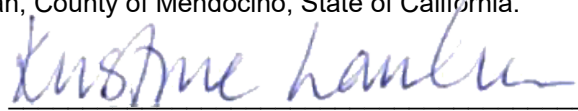
The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid by a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right, but not the obligation, to waive any irregularity or failure to strictly comply with the bidding requirements, that the City determines in the reasonable exercise of its discretion does not provide the bidder with a competitive advantage over other bidders.

No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 except as allowed. under Labor Code section 1771.1(a) The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the DIR.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the DIR Director has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes for the City of Ukiah. Copies of his General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD/> The prime contractor for the work herein shall possess a current, valid State of California, Class D-49 (Tree Service Contractor) 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: 8/21/23


Kristine Lawler, City Clerk, City of Ukiah, California

INSTRUCTIONS TO BIDDERS

UKIAH ELECTRIC UTILITY FIRE MITIGATION FUEL REDUCTION 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 NINETY (90) calendar days. The Contractor will pay to the City the sum of five hundred (\$500.00) dollars per day for each and every calendar days 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 email to the following designated contact person:

Mary Horger, Financial Services Manager

Email: mhorger@cityofukiah.com

The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located at:

- Oak Street from Mill to Seminary
- Bush Street for 1 block north of Clay, Including intersection of Bush and Stephenson St
- Dora Ave, between Clay and Jones
- Spring Street, between Clay and Church
- Perkins Street from Hortense to Hope
- Perkins Street from Thompson to Highland
- 150' of Todd Road from Barnes St
- Grove Ave between Dora and Live Oak
- South Dora and Mendocino Drive intersection
- Gardens Ave and Mendocino Drive intersection
- Backyard Easement poles between Mendocino Dr and Hillview, Hillview and Hillcrest, from Mendocino Drive and Gardens
- Area near 1120 Church Street
- Thompson Street between Clay and Church
- Intersection of Barnes and Perkins
- Walnut between Spring and Hazel Streets
- Area near 850 Dora

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

1-01. Definitions. Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning given:

- a. "City of Ukiah" or "City" shall mean the City of Ukiah, Mendocino County, California, acting through its City Council or any other board, body, official or officials to which or to whom the power belonging to the Council shall by virtue of any act or acts, hereafter pass or be held to appertain.
- b. "Engineer" shall mean the Engineer duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.
- c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him or her or them.
- d. "Contractor" shall mean the party entering into contract with the City of Ukiah for the performance of work covered by this contract and his or her authorized agents or legal representatives.
- e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the City or its duly authorized representatives.
- f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.
- h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the City, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to the City if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.
- i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Engineer is intended unless stated otherwise.

As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permissive.

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefor. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or

her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, endorsed as specified in the notice to bidders. Bidders are warned against making erasures or alterations of any kind and proposals which contain omissions, erasures, conditions, alterations, additions not called for, additional proposals or irregularities of any kind may be rejected.

1-04. Withdrawal of Bids. Any bid may be withdrawn at any time prior to the hour fixed in the notice to bidders for the openings of bids, provided that a request in writing, executed by the bidder or his or her duly authorized representative, for the withdrawal of such bid is filed with the City. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

1-05. Public Opening of Bids. Bids will be opened and read publicly at the time and place indicated in the notice to bidders. Bidders or their agents are invited to be present.

1-06. Bid Guaranty. Each bid must be accompanied by a certified check, cashier's check or bidder's bond executed by an admitted surety insurer, payable to the order of the City of Ukiah in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

1-07. Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. A statement setting forth this experience and business standing shall be submitted by each bidder on the form provided herewith. It is the intention of the City to award a contract only to a bidder who furnishes satisfactory evidence that he or she has the requisite experience and ability and that he or she has sufficient capital, facilities and equipment to enable him or her to prosecute the work successfully and promptly within the time and in the manner agreed.

In determining the degree of responsibility to be credited to a bidder, the City may weigh evidence that the bidder or his or her personnel charged with the responsibility in the work, has performed satisfactorily other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

1-08. Disqualification of Bidders. More than one bid from an individual business, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is financially interested in more than one bid for the work will cause the rejection of all bids in which he or she is so interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

1-09. Identification of Subcontractors. All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following) and shall set forth:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

(b) The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.

1-10. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 11, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-06 of these Special Provisions.

1-11. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

(THIS SECTION IS LEFT INTENTIONALLY BLANK)

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Award of Contract. Award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within thirty (30) days after opening of the bids. The City reserves the right to reject any and all bids and to waive any irregularity in the proposal not pertaining to cost.

2-02. Return of Proposal Guaranties. All bid guaranties will be held until the contract has been fully executed, after which they will be returned upon request to the respective bidders whose bids they accompany.

2-03. Execution of Contract. The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the City; one copy shall be filed with the City and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the City.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments. Neither the inspection by the Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the City or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the City, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time. The granting of any extension of time on account of delays which, in the judgement of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

3-03. Extra Work. If extra work orders are given in accordance with provisions of this contract, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

3-04. Assignment of Contract. The contract may be assigned or sublet in whole or in part only upon the written consent of the City acting through its authorized agents. Consent will not be given to any proposed assignment which would relieve the original contractor or its surety of their responsibilities under the contract nor will the Engineer consent to any assignment of a part of the work under the contract.

3-05. Subcontractors. The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract which are applicable to the work of subcontractors.

Nothing contained in this contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the City and no action may be brought by any subcontractor against the City based on this contract.

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the

Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

3-08. Liability of City Officials. No city official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

3-09. Dispute Resolution. Claims of \$375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

4-02. Material and Labor Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the City in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in an amount not less than 5 percent (5%) of the final contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the City against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

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.

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 kinds from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty. All work shall be guaranteed for a period of one year from the date of acceptance by the City. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship, and equipment.

The City is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the final contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

6-24. Public Notification. The contractor shall be responsible for all public notification regarding construction work including detours, lane and street closures, hours of operations, and notification of effected commercial businesses within 1000 feet of the construction. For any business impacted by construction, the contractor shall provide adequately sized on-site signage indicating that businesses are open during construction. The contractor shall prepare public noticing via the newspaper, radio announcements, notification of the emergency vehicle agencies, public transit, Ukiah Unified School District and St. Mary's School, that the project streets will be affected by potential detours and street closures, with recommended alternate routes of travel. Through street access will be restricted to businesses and residents only during construction closures. Location of Street Closures signage shall be positioned to give motorists the ability to use alternate routes prior to coming to a dead-end road closed for construction. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval prior noticing to the public. All public noticing shall be performed a minimum of one week prior to instituting traffic control, and lane or street closures. The tentative construction schedule shall be included in the public noticing. The contractor shall submit all public notice language to the City Engineer for approval prior to publication of notices. All road closures, detour routes, and traffic control including temporary lane closure plans shall be submitted by the Contractor to the City Engineer for approval prior to public noticing and use.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition

precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

7-02. Inspection. The City will provide engineering personnel for the inspection of the work.

The Engineer and his or her representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

If the Special Provisions, the Engineer's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If such work is not in accordance with the contract documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be 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 benchmarks 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. In the event that a termination under this section is determined to be improper, such termination shall be deemed a constructive termination for convenience taken pursuant to section 7-12 below.

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.

7-12. Right of City to Terminate Contract for Convenience. The City may terminate performance of the work called for by the contract documents in whole or, from time to time, in part, if the City determines that a termination is in the City's best interest. The Contractor shall terminate all or any part of the work upon delivery to the Contractor of a notice of termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination. After receipt of notice of termination, and except as directed by the Engineer, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this termination for convenience clause, immediately proceed with the following obligations:

1. Stop work as specified in the notice.
2. Complete any work specified in the notice of termination in a least cost/shortest time manner while still maintaining the quality called for under the contract documents.
3. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the contract documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the contract.
6. Submit to the Engineer, within ten (10) calendar days from the effective date of the notice of termination, all of the usual documentation called for by the contract documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the notice of termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the effective date of the notice of termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience."

Termination of the contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the work performed. In the event that the City exercises its right to terminate this contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the contract documents, the following amounts:

All actual reimbursable costs incurred according to the provisions of this contract.

1. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that Contractor would have made a profit had the contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.
2. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the contract under this Article.

Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease work on the project until such safety or liability issues are addressed to the satisfaction of the City or the contract is terminated.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-01. General Quality. Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of

the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Engineer.

8-04. Source of Materials. Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

8-05. Storage of Materials. Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

8-06. Drawings, Samples and Tests. As soon as possible after execution of the contract, the Contractor shall submit to the Engineer, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of these Special Provisions and Drawings. If the information thus submitted indicates the equipment or materials is acceptable, the Engineer will return one copy stamped with his or her approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Engineer.

When requested by the Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by the Engineer. Samples shall be secured and tested whenever necessary to determine the quality of the material.

SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus, and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

9-02. Time of Completion. The Contractor shall promptly begin the work under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the

Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

9-04. Unavoidable Delays. Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight, and diligence. Orders issued by the City changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the City will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures, or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work.

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

9-06. Extension of Time. Should any delays occur which the Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Engineer within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the Engineer within 45 days of the occurrence unless the Engineer specifies in writing a longer period. All claims for a time extension must be approved by the Engineer and incorporated into a written change order.

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT

10-01. Certification by Engineer. All payments under this contract shall be made upon the presentation of certificates in writing from the Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment. The Engineer shall, within the first seven (7) days of each month, make an estimate of the value of the work performed in accordance with this contract during the previous calendar month.

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

The estimate shall be signed by the Engineer and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Public Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.

(c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

(d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars (\$500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.

(h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

(i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

(j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

(k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.

(l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with City or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of City, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by City or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared and executed by City, the Contractor and the escrow agent, which may be City. The escrow agreement shall specify, among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow. City shall have no obligation to enter any such Agreement that does not provide the City with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. The Engineer shall, as soon as practicable after the final acceptance of the work done under this contract, make a final estimate of the amount of work done thereunder and the value thereof.

Such final estimate shall be signed by the Engineer, and after approval, the City shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments. Should any payment due the Contractor or any estimate be delayed, through fault of the City beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the City shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the Engineer and approved by the City increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an

agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D, "Extra Work", and Section 9-1.03, "Force Account Payment" of the Standard Specifications.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of five hundred dollars (\$500.00) per day for each and every calendar day's delay beyond the time prescribed.

In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of \$250 per day of delay in excess of the time specified for the completion of the work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

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 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. Contractor shall timely comply with all notices and requests for changes to the contract time or contract price, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the contract time or contract price, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the contract or at law.

- A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq.

and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

- B. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the District. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

- C. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made.

List of documents relating to claim:

Specifications

Drawings

Clarifications (Requests for Information)

Schedules

Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

- D. **City's Response.** Upon receipt of a claim pursuant to this Article, 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. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

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 City's 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 City's governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$15,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that

taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

- E. **Meet and Confer.** If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- F. **Mediation.** 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 Contractor 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 City 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, unless the parties agree to select a mediator at a later time.

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.

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.

Unless otherwise agreed to by the City and the Contractor in writing, 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.

The mediation shall be held no earlier than the date the Contractor completes the work or the date that the Contractor last performs work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

- G. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- H. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:

Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

- I. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

- J. **Non-Waiver.** The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

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. Scope of Work and Location. The project is funded through CalOES grant and is intended to reduce the impact of wildland fires on critical electric power infrastructure. It involves enhanced tree trimming near high voltage power lines at various locations on the west side of Ukiah City limits. A detailed list is provided in 12-11 and a Map is provided in Appendix A. A schedule of values shall be provided upon contract execution.

The vicinity of the work shall be protected from injury by Contractor during construction and until completion of the work. Contractor shall be liable for all damages to such facilities.

Contractor to furnish all labor, methods, materials, tools, permits, licensing, certification, and equipment necessary to complete the work. The enhanced tree trimming work includes but is not limited to: brush removal and tree trimming in a 24-foot-wide corridor (12 feet on each side) around the primary electrical lines and poles identified. Additionally, all tree limbs that overhang the power lines, even beyond 12' must be removed. Tree trimming will take place in several project areas identified on the map in Appendix A. All work is to be conducted in accordance with accepted industry practices.

The City Electric Department will not perform any work for the Contractor except in an emergency or as determined necessary by the Project Manager to adequately protect the City's electrical or other facilities.

Incidental items of construction necessary to complete the whole work in a satisfactory and acceptable manner as shown on the Project Plans and as provided for in the Special provisions and not specifically referred to in this section will be understood to be furnished by the Contractor. All areas or fixtures disturbed by the Contractor's activities shall be restored to their original condition.

Personnel employed and considered qualified for line clearance tree pruning by the Contractor shall meet and abide by all applicable O.S.H.A. 29 C.F.R. 1910.269, A.N.S.I. Standard Z133.1 (Arboricultural Operations Safety Requirements), and California Code of Regulation Title 8 Article 38 §2950 §2951 standards and requirements.

Unless otherwise specified herein, all construction activity, except for emergency situations, will be confined to Monday through Friday between the hours of 7:30 a.m. and 6:00 p.m., to minimize nuisances to local residents. Mufflers and/or baffles will be required on all construction equipment to control and minimize noise. The Contractor must comply with all applicable noise regulations in the City's Zoning Ordinance.

Saturday, Sunday, holidays, and overtime shall not be regarded as working days. Work shall not be allowed on non-working days without the written approval of the PM. A request for PM approval from the Contractor must be in writing. The Contractor shall pay the City of Ukiah for all overtime labor charges incurred by the City to supervise overtime work by the Contractor's employees at the rate of \$80 per hour per inspector and/or resident engineer. All overtime labor charges shall be deducted from the final payment along with any liquidated damages.

Equipment is to consist of but not limited to, a combination aerial lift dump truck with insulated boom, chipper, and all related operating and maintenance expenses. Each line clearance tree pruning crew shall have, in addition to an aerial lift dump truck and chipper, all the necessary chain saws, manual and/or hydraulic pruning devices, small tools, climbing lines, rigging, ropes, etcetera to efficiently and safely perform routine pruning and removal of trees associated with line clearance tree pruning.

The City will not loan or provide the Contractor with tools. The PM may suspend the work where it is observed that the proper tools and equipment are not being used or are being misused. Property owners shall be notified a minimum of twenty-four hours prior to any scheduled line clearance tree pruning on private property by the Contractor. If the Contractor cannot obtain private property owner permission to perform the necessary work, the PM will assist in notifying the property owner of the City's minimum proximity clearance requirements to primary (12,000 Volt) overhead lines. If a property owner or resident objects to line clearance tree pruning for any necessary tree work, the Contractor may be required to delay that work.

until the objection is resolved. If the objection to work occurs while the work is in progress, the Contractor shall stop work immediately and notify the PM. Work shall not resume at the location of an objection until authorized by the PM.

Wood shall be cut into lengths for safe lifting purposes and easily manageable by one person. Residents on whose property a tree or trees have been cut shall have first choice over any wood collected from such trees. The Contractor's work shall be performed in an environmentally responsible manner with regards to all material generated by the work. Upon completion of work, the area shall be cleaned to a condition at least equal to that which existed prior to the commencement of the work. Undergrowth and adjacent shrubbery or trees sustaining damage or injury due to the work shall receive corrective action. Final cleanup of the work area shall be satisfactory to the PM and the affected property owners. Special care shall be taken to ensure that pruned material not remain aloft, either hanging on branches or facilities.

Before final inspection of the work, the Contractor must clean the construction site and all ground occupied by him in connection with the work, of all rubbish and equipment. All parts of the work shall be left in a neat and presentable condition.

The City will provide a list of locations where trees are in contact or near overhead lines whenever the City is aware of such conditions. All line clearance tree pruning locations must be processed in the order they are scheduled, and any deviations must be communicated to the PM.

All work is subject to the "City of Ukiah Tree Management Guidelines", provided as Appendix B Natural target pruning techniques recommended by the International Society of Arboriculture (ISA) and ANSI Standards A300 shall be utilized. Care shall be taken to avoid practices that can cause severe damage or injury to the tree while achieving the required clearance objectives. Wherever possible, natural target pruning cuts shall be made to direct future growth and sprouting away from the conductors.

Trees directly under conductors shall be pruned and shaped into a symmetrical appearance. Where line clearance tree pruning adversely alters the shape of a tree, additional pruning shall be done to give such trees a satisfactory shape and appearance.

Any overhanging primary conductors shall be removed. Portions of dead or decaying trees or portions of trees weakened by decay or disease that may contact conductors from the side or by falling, must be pruned to eliminate the hazard. Extreme care should be taken while working around energized conductors.

The Contractor's field supervisor or crew leader shall analyze and bring to the attention of the PM any dangerous conditions or potential safety hazards.

The Landmark Tree Program (LTP) Guidelines and Policies Appendix C has been included for identifying and special handling requirements of trees in the LTP program.

Whenever it is determined that an electrical hazard exists in a tree that has to be climbed for line clearance tree pruning, removal or the performance of any work described herein and such hazard cannot be cleared from the ground by using non-conductive pruning or sawing instruments, the Contractor or Contractor's crew leader must make a formal request to the PM to have the section of line in question de-energized and properly grounded for the length of time necessary to clear the hazard.

If the electrical hazard is an emergency with the potential for personal injury, property damage or conductor/facility damage, the line in question will be immediately de-energized as soon as possible. If this is not the case, the City requires a minimum of seventy-two (72) hours of notification for any planned outage.

The Contractor will be expected to conduct his or her operations in a manner, which creates a minimum damage to the natural vegetation and landscape not directly involved in the scope of work. Ingress and egress must be via the existing driveways. Care must be exercised to avoid hazards that may cause injury to persons, animals, or property either during working hours or after work hours, which will include, but are not limited to, dust control,

site clean- up , material control and temporary fencing as required. Any excavations made under this agreement must be backfilled before the end of the workday.

The Contractor should familiarize themselves with the local conditions of the project sites. Failure to do so will in no way relieve them of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Mary Horger at (707) 463-6233.

12-02. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Project Details/Scope of Work
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. A map showing the exact locations of the work is provided in Appendix "A".

12-04. 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 works.

12-05. 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 of responsibility for compliance with Section 5650 and 12015 of the Fish and Game code or other applicable statutes relating to pollution prevention or abatement.

12-06. License. The Contractor for the work herein shall have proper equipment and possess the necessary skills to complete the work herein. A City Business License is required to contract the work, and Contractor is responsible for obtaining all necessary licenses or permits.

12-07. Location of Work. The locations of work are listed as:

- Oak Street from Mill to Seminary
- Bush Street for 1 block north of Clay, Including intersection of Bush and Stephenson St
- Dora Ave, between Clay and Jones
- Spring Street, between Clay and Church
- Perkins Street from Hortense to Hope
- Perkins Street from Thompson to Highland
- 150' of Todd Road from Barnes St
- Grove Ave between Dora and Live Oak
- South Dora and Mendocino Drive intersection
- Gardens Ave and Mendocino Drive intersection
- Backyard Easement poles between Mendocino Dr and Hillview, Hillview and Hillcrest, from Mendocino Drive and Gardens
- Area near 1120 Church Street
- Thompson Street between Clay and Church
- Intersection of Barnes and Perkins
- Walnut between Spring and Hazel Streets
- Area near 850 Dora

SECTION 13 - PROJECT DETAILS/SCOPE OF WORK

13-01. Electric Department Tree Trimming Line Clearance – Definitions:

ANSI: The American National Standards Institute.

ASTM: American Society for Testing and Materials, latest edition.

Cal/OSHA: Division of California Occupational Safety and Health Administration in the California Department of Industrial Relations

Chipper: A Cal/OSHA approved brush chipping device whose model has been manufactured and on the market for at least one model year.

City: City of Ukiah.

CUEUD: City of Ukiah Electric Utility Department

PM: Project Manager for the City of Ukiah Electric Utility Department

CMUTCD: California Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

Combination Aerial Lift/Dump Truck with Insulated Boom and Platform: A Vehicle equipped with a minimum 52 foot working height insulated aerial platform in compliance with ANSI standards A92.2 and having a minimum 5 cubic yard chip/dump box.

GO 95: General Orders number 95, Public Utilities Commission of the State of California, rules for overhead line construction.

Interpretations: The stated interpretations for the following words shall apply throughout this document:

May: Permissive choice

Must: Mandatory

Shall: Mandatory

Should: Advisor

Will: Mandatory but allowing the responsible employee or party some discretion as to when, where and how.

Work: The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete, in a good and workmanlike manner, the project as described in Scope of Work, in accordance with this Agreement and all applicable laws.

13-02. Scope of Work. Work to be done consists of furnishing all labor, methods, materials, tools, permits, licensing, certification, and equipment that are necessary to accomplish Fuel Reduction by tree trimming in a 24-foot-wide corridor (12 feet on each side) around the primary electrical lines on the City of Ukiah's electrical distribution system. The project is funded through CalOES grant and is intended to reduce the impact of wildland fires on critical electric power infrastructure. It involves enhanced tree trimming near high voltage power lines at various locations on the west side of Ukiah City limits. A detailed list is provided in 12-11 and a Map is provided in Appendix A.

13-03. Work Done by the City for the Contractor. The City and its Electric Department will not perform any work for the Contractor except in an emergency situation or as determined necessary by the PM to adequately protect the City's electrical or other facilities.

13-04. Workmanship. The Contractor shall keep its organization fully informed of all state and federal laws and all municipal codes enforced by the City which relate to the work herein.

The Contractor shall perform the work described herein as an integral part of a continuing City service to which its citizens are accustomed. All public contact shall be courteous and informational only. Discourtesy will not be tolerated.

The Contractor shall only employ competent crafts persons/skilled workers to perform the work. If any person employed by the Contractor fails or refuses to carry out directives of the PM, appears incompetent, or acts in a disorderly or improper manner, he or she shall be immediately removed at the request of the PM.

13-05. Crew. The crew needed to effectuate the work herein is to consist of a three (3) person crew made up of two (2) tree pruners and a crew leader. The crew leader may be one of the pruners and if so, a helper will be required to complete the crew. Changes to the crew size and make up may be required for specific work tasks but shall be preapproved by the PM and mutually agreed upon by both parties.

Proof of such qualification shall be in the form of individual identification cards reflecting current status as line clearance tree pruners for each qualified employee and documentation of the Contractors training program that shall include, but not limited to, the following items:

- ☐ First Aid and Cardio-Pulmonary Resuscitation
- ☐ Aerial Device Rescue
- ☐ Utility Hardware Identification
- ☐ Training meeting all applicable standards and requirements of O.S.H.A. 29 C.F.R. 1910.269, A.N.S.I. Standard Z133.1 (Arboricultural Operations Safety Requirements), and California Code of Regulation Title 8 Article 38 §2950 §2951.

All qualified employees utilized by the contractor for line clearance tree pruning must also provide proof of having performed such duties a minimum of eighteen (18) months under the supervision of a qualified line clearance tree pruner.

13-06. Notification for Emergency Service Provider. The Contractor must furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information must be reported to the City Police Department dispatcher and PM and updated as required to provide 24-hour phone access.

13-07. Hours of Work. Unless otherwise specified herein, all construction activity, except for emergency situations, will be confined to Monday through Friday between the hours of 7:30 a.m. and 6:00 p.m., to minimize nuisances to local residents. Mufflers and/or baffles will be required on all construction equipment to control and minimize noise. The Contractor must comply with all applicable noise regulations in the City's Zoning Ordinance.

Saturday, Sunday, holidays and overtime shall not be regarded as working days. Work shall not be allowed on non-working days without the written approval of the PM. A request for PM approval from the Contractor must be in writing. The Contractor shall pay the City of Ukiah for all overtime labor charges incurred by the City to supervise overtime work by the Contractor's employees at the rate of \$80 per hour per inspector and/or resident engineer. All overtime labor charges shall be deducted from the final payment along with any liquidated damages.

Work necessary for the proper care and protection of work already performed or in case of emergency may be allowed without permission of the PM.

13-08. Communications. The Contractor shall provide its crews with acceptable communications devices for its own safe operations but must also include person-to-person communications devices, such as cellular telephones, capable of contacting the PM for the purpose of reporting concerns or emergencies. Contractor crew leaders and the Contractor's field supervisor must also have such means of communications for contact purposes. The City may supply radios for to the Contractor for direct contact with the PM during emergencies.

13-09. Tools. Equipment is to consist of but not limited to, a combination aerial lift dump truck with insulated boom, chipper, and all related operating and maintenance expenses. Each line clearance tree pruning crew shall have, in addition to an aerial lift dump truck and chipper, all the necessary chain saws, manual and/or hydraulic pruning devices, small tools, climbing lines, rigging, ropes, etcetera in order to efficiently and safely perform routine pruning and removal of trees associated with line clearance tree pruning.

The City will not loan or provide the Contractor with tools. The PM may suspend the work where it is observed that the proper tools and equipment are not being used or are being misused.

13-10. Work Center. The Contractor shall establish a work center in a centralized location of the work area as a base for daily operations within ten (10) miles of the City of Ukiah Corporation Yard located at 1320 Airport Road, Ukiah, CA 95482.

13-11. Notification of Property Owners. Property owners shall be notified seventy-two (72) hours in advance with a door hanger and again twenty- four (24) hours prior to any scheduled line clearance tree pruning on private property by the Contractor. If the Contractor cannot obtain private property owner permission to perform the necessary work, the PM will assist in notifying the property owner of the City's minimum proximity clearance requirements to primary (12,000 Volt) overhead lines. If a property owner or resident objects to line clearance tree pruning for any necessary tree work, the Contractor may be required to delay that work until the objection is resolved. If the objection to work occurs while the work is in progress, the Contractor shall stop work immediately and notify the PM. Work shall not resume at the location of an objection until authorized by the PM.

13-12. Control of Arboreal Material and Clean Up. Wood shall be cut into lengths for safe lifting purposes and easily manageable by one person. Residents on whose property a tree or trees have been cut shall have first choice over any wood collected from such trees. The Contractor's work shall be performed in an environmentally responsible manner with regards to any and all material generated by the work. Upon completion of work, the area shall be cleaned to a condition at least equal to that which existed prior to the commencement of the work. Undergrowth and adjacent shrubbery or trees sustaining damage or injury due to the work shall receive corrective action. Final cleanup of the work area shall be satisfactory to the PM and the affected property owners. Special care shall be taken to ensure that pruned material not remain aloft, either hanging on branches or facilities.

Before final inspection of the work, the Contractor must clean the construction site and all ground occupied by him in connection with the work, of all rubbish and equipment. All parts of the work shall be left in a neat and presentable condition.

Nothing herein shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the PM.

13-13. Reporting Requirements. The Contractor shall be required to furnish the PM with a written record of work locations, completed work and time spent at each location.

Documentation shall consist of the following:

- ☐ A Crew Log (Contractor produced document) given to the PM at the beginning of the workweek that states, at a minimum, the date(s) the Contractor's crew will be working on the Project, prospective pruning locations for that workweek and contact names/phone numbers for the crew performing the work.
- ☐ A completed City of Ukiah Electric Department (CUEUD) Timecard for Contract Work for each tree location (available as an attachment to these special provisions). This CUEUD Timecard for Contract Work shall be filled out no later than the completion of each location, or at the end of the workday, whichever comes first. All timecards shall be turned in no later than Wednesday of the following workweek.
- ☐ A CUEUD Timecard for Contract Work may be substituted with a copy of the Contractor's own daily/weekly report/field log/tag only if said document reflects the minimum required fields set forth by the CUEUD Timecard for Contract Work. The Engineer will determine the acceptance of any timecard other than the CUEUD Time Card for Contract Work for records keeping.

A copy of the CUEUD Timecard for Contract Work is made available as Appendix "D".

13-14. Priority of Line Clearance Pruning. The Contractor shall give first priority to trees in contact or in close proximity to primary (12,000 Volt) overhead lines when scheduling work throughout the contract period. The City will provide a list of locations where trees are in contact or in close proximity to overhead lines whenever the City is aware of such conditions. All line clearance tree pruning locations must be processed in the order they are scheduled, and any deviations must be communicated to the PM.

The Contractor shall not begin a workweek on City property without first contacting the PM, furnishing a Crew Log and taking special assignments/locations from the PM if available.

13-15. Pruning Methods and Types of Pruning. All work is subject to the “City of Ukiah Tree Management Guidelines”, provided as Appendix “B”. Natural target pruning techniques recommended by the International Society of Arboriculture (ISA) and ANSI Standards A300 shall be utilized. Care shall be taken to avoid practices that can cause severe damage or injury to the tree while achieving the required clearance objectives. Wherever possible, natural target pruning cuts shall be made to direct future growth and sprouting away from the conductors.

Trees directly under conductors shall be pruned and shaped into a symmetrical appearance. Where line clearance tree pruning adversely alters the shape of a tree, additional pruning shall be done to give such trees a satisfactory shape and appearance.

Dead branches overhanging primary and/or secondary conductors shall be removed. Portions of dead or decaying trees or portions of trees weakened by decay or disease that may contact conductors from the side or by falling, must be pruned to eliminate the hazard. Extreme care should be taken while working around energized conductors.

The Contractor’s field supervisor or crew leader shall analyze and bring to the attention of the PM any dangerous conditions or potential safety hazards.

The LTP Landmark Tree Program Appendix “C” has been included for identifying and special handling requirements of trees in the LTP program.

13-16. Table of Required Minimum Clearances. The following table reflects the minimum clearances required from trees to conductors:

Type of conductor	Voltage	Distance from Tree to Conductor
Primary Supply Conductors	12000	12 feet
<i>All City Electric infrastructure falls within the Local Response Area (First Responders)</i>		

The amount of removal and number of pruning cuts shall be determined on a tree-by-tree basis and calculated considering the species, unique characteristics and growth patterns of each particular tree. External conditions such as wind, rain and heavy storms, conductor sag due to temperature changes etc. that may cause a portion of a tree being pruned to contact energized conductors shall also be calculated into the amount of pruning cuts to be made. *It shall be a general assumption that one extra foot (1') of conductor sag for 12KV conductors may occur due to temperature changes. This extra distance shall be used in calculating amounts of pruning.*

The end result achieved shall ideally be that of maintaining the minimum clearances described in the Table throughout a tree’s growth cycle until the next scheduled pruning. Where conditions exist that prohibit the Contractor from obtaining the minimum clearances (i.e., to comply with state and local ordinances, for heritage trees, for major trunks or leads), clearances may be reduced where agreed to by the PM. The PM may wish to consult with the City Arborist any time.

Where conditions exist such as state or local ordinances, designated heritage trees, major trunks/leads etcetera, that prohibit the Contractor from obtaining the above stated clearances, clearances may be reduced, where agreed to by the PM, to comply with such special circumstances.

At no time, however, shall any clearances reduced from the Table be less than inferior to those mandated by the California Public Utilities Commission (CPUC.) and or the General Orders relating to minimum clearances for overhead supply lines (G.O. 95).

13-17. De-Energizing Conductors. Whenever it is determined that an electrical hazard exists in a tree that has to be climbed for line clearance tree pruning, removal or the performance of any work described herein and such hazard cannot be cleared from the ground by using non-conductive pruning or sawing instruments, the Contractor or Contractor's crew leader must make a formal request to the PM to have the section of line in question de-energized and properly grounded for the length of time necessary to clear the hazard.

If the electrical hazard is an emergency with the potential for personal injury, property damage or conductor/facility damage, the line in question will be immediately de-energized as soon as possible. If this is not the case, the City requires a minimum of seventy-two (72) hours of notification for any planned outage.

13-18. Construction Limitations. The Contractor will be expected to conduct his or her operations in a manner, which creates a minimum damage to the natural vegetation and landscape not directly involved in the scope of work. Ingress and egress must be via the existing driveways. Care must be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include, but are not limited to, dust control, site clean-up, material control and temporary fencing as required. Any excavations made under this agreement must be backfilled before the end of the workday.

13-19. Maintaining Traffic and Pedestrian Operations. The Contractor must so conduct his or her operations so as to cause the least possible obstruction and inconvenience to public traffic. All traffic control and related devices shall conform to requirements set forth in the California MUTCD. All traffic must be permitted to pass through the Work unless otherwise approved by the PM.

Full compensation for conforming to the requirements of this section will be deemed included in the prices paid or the various Contract items of Work and no additional allowances will be made therefore.

Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the Department of Public Works, no road closures will be permitted. Public vehicular and pedestrian traffic must be allowed to travel through the Work area with an absolute minimum of interruption or impedance unless otherwise provided for in the Special Provisions or approved in writing by the PM. The Contractor must make provisions for the safe passage of pedestrians around the area of Work at all times.

13-20. Accessibility. Residents affected by tree trimming work must be provided passage and access through the Work area to the maximum extent possible. Where existing driveways occur on the street, the Contractor must make provisions so that the length of shutdown of any driveway is kept to a minimum. In addition, all driveways must be accessible at the end of each workday, and no driveway or property access may be closed for more than four (4) hours during the workday. Access to driveways, houses, and buildings along the road or street must be as convenient as possible and well maintained, and all temporary crossings must be maintained in good condition. To minimize the need for and complexity of detours, not more than one street intersection or road, including single lane closures may be closed at any one time without the written approval of the PM and Department of Public Works.

The Contractor must provide a 48-hour advance written notice of closures to all affected property owners in a form approved by the PM.

Gutters and drainage channels must be always kept clear and unobstructed. All equipment shall be utilized in a manner that protects City streets, sidewalks, or other facilities from damage.

Where approved in writing by the PM and the Department of Public Works, the Contractor must construct and maintain detours for the use of public traffic at his or her own expense. Failure or refusal of the Contractor to

construct and maintain detours so approved at the proper time will be a material breach of the Contract subject to any and all remedies available pursuant to the Agreement and at law and equity. Such remedies include, but are not limited to, termination.

The Contractor will be responsible for keeping all emergency services, including the Ukiah police and fire departments and Department of Public Works informed of obstructions to, or detours around any public or private roads caused by reasons of his or her operations. Where there is a need to close down public streets or thoroughfares for an extended period of time, the Contractor will notify the PM and the Department of Public Works 48 hours in advance. The PM and Department of Public Works Project Analyst can be reached at:

Activity	Written Approval	Notify	E-mail address	Contact Phone #
Road Closure*	Public Works Project Manager	Public Safety Public Works Project Manager	dispatchers@cityofukiah.com dflores@cityofukiah.com tsanto@cityofukiah.com	(707) 463-6262 (707) 463-6282 (707) 467-5778
Lane Closure*	Public Works Project Manager	Public Safety Public Works Project Manager	dispatchers@cityofukiah.com dflores@cityofukiah.com tsanto@cityofukiah.com	(707) 463-6262 (707) 463-6282 (707) 467-5778
Driveway or Property Access Restriction		Project Manager	tsanto@cityofukiah.com	(707) 467-5778

*Requires 48 hr. advanced notification

13-21. Public Safety. The Contractor must at all times conduct the Work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

No pedestrian or vehicle passage may be closed to the public without first obtaining permission of the PM. Should the Contractor fail to provide public safety as specified or if, in the opinion of the PM, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations and the Contractor will be liable to the City for, and the City may deduct from amounts due or that may become due the Contractor under the Contract, all costs incurred including, but not limited to, administrative costs.

Nothing in this section will be construed to relieve the Contractor of the obligation to maintain a safe worksite. This section provides the City and the PM with the right, but not the obligation, to remedy the Contractor's deficiencies in maintaining a safe worksite.

13-22. Payment. Payment for all work and work requirements specified in this Scope of Work shall be considered as included in the Contract Price and no additional allowances shall be made, therefore.

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement, and other contract documents as though entirely omitted from said General Conditions:

(1) Section 6-02. Office at the Site

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following designated sections of the Special Provisions are hereby amended to read as follows:

(1) Add the following to **SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR**

6-25. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sex, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will Page 8 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of

the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (6.1) through (6.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, Page 10 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6-26. Federal Water Pollution Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6-27. Suspension and Debarment

1. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon

by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6.28. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency. Please refer to Page 58 for signed certification.

6.29. Access to Records

1. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, Page 23 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

6.30. DHS Seal, Logo and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

6.31. Compliance with Federal Law, Regulations and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6.32. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

6.33. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

6.34. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

The Contractor in procuring subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include: (a) Solicitation lists; (b) Solicited when sources are available; (c) Dividing total requirements, when economical feasible, to allow maximum participation; (d) and Use Small Business Administration and Minority Business Development Agency. Please refer to Page 59 for signed certification.

(2) Add the following to SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-07. Procurement of Recovered Materials.

1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements; or
- At a reasonable price.

2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(3) Add the following to SECTION 9. PROSECUTION OF WORK

9-10. Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to Page 14 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor

under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

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 42)
 - 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 45)
 - Filled out completely per instruction
- **Worker's Compensation Certificate** (Page 46)
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment** (Page 47)
 - Filled out completely per instruction
- **List of Proposed Subcontractors** (Page 48)
 - Filled out completely per instruction
- **Statement of Experience** (Page 49)
- **Signature of Bidder** (Page 50)
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond** (Page 51)
 - Filled out completely per instruction
- **Non-Collusion Affidavit** (Page 52)
 - Filled out completely per instruction
 - Notarized
- **Iran Contracting Act Certification** (Page 53)
- **Certification Regarding Lobbying** (Page 54)
- **Certification Regarding Effort to Contract with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** (Page 55)
- **Addenda Issued**
 - Check the City website for any addenda issued: www.cityofukiah.com/purchasing.

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

FOR

UKIAH ELECTRIC UTILITY FIRE MITIGATION FUEL REDUCTION PROJECT

SPECIFICATION NO. 23-13

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 #: 23-13
 PROJECT NAME: UKIAH ELECTRIC UTILITY FIRE MITIGATION FUEL REDUCTION PROJECT

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	LUMP SUM PRICE IN FIGURES
1	TREE TRIMMING, INCLUDING ALL LABOR AND EQUIPMENT. 3 PERSON CREW MIN.	1	LS	\$ _____
	Lump Sum price in words: _____			

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.

UKIAH ELECTRIC UTILITY FIRE MITIGATION FUEL REDUCTION 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 _____, 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

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SIGNATURE(S) OF BIDDER

Accompanying this proposal is _____
(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors:

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: _____

Place of residence: _____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on September 19, 2023 for UKIAH ELECTRIC UTILITY FIRE MITIGATION FUEL REDUCTION PROJECT, SPEC. NO. 23-13.

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 UKIAH ELECTRIC UTILITY FIRE MITIGATION FUEL REDUCTION PROJECT, SPEC. NO. 23-13 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 ____.

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

Signed _____

Titled _____

Firm _____

Date _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

44 C.F.R. PART 18 – Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- 1 . No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Page 20 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042
- 2 . If any funds other than 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**Certification Regarding Effort to Contract with Small and Minority Businesses,
Women's Business Enterprises, and Labor Surplus Area Firms**

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

The Bidder in procuring subcontractors has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms will be used when possible. Affirmative steps include: (a) Solicitation lists; (b) Solicited when sources are available; (c) Dividing total requirements, when economical feasible, to allow maximum participation; (d) and Use Small Business Administration and Minority Business Development Agency.

Witness my hand this _____ day of _____, 20____

Signature of Bidder, with Business Address:

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

UKIAH ELECTRIC UTILITY FIRE MITIGATION FUEL REDUCTION PROJECT

SPECIFICATION NO. 23-13

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 <<NINETY>> (<<90>>) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer.

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full

compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.
- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - (1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - (3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
 - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.
 - (5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- (h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.
- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

- 1. Notice to Bidders
- 2. Wage Rates
- 3. General Conditions
- 4. Technical Specifications

5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this _____ day of _____, 20____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this _____ day of _____, 20 ____.

CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____, by and between the City of Ukiah (Ukiah) and _____ (Contractor).

Contractor is

_____ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification.** Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

AS PRINCIPAL, and

AS SURETY,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City", in the penal sum of

_____ dollars (\$ _____)
for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____,
a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

_____(Corporate Principal)
Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

_____(Corporate Surety)
Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charges is \$_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the foregoing bond; that
_____, who signed the said bond on behalf of the Principal, was then
_____ of said corporation; that I know his signature, and that his
signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said
corporation by authority of its governing body.

_____ Affix Corporate Seal

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL,**
and

_____, **AS SURETY,**

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City" in the penal sum of

_____ dollars (\$_____)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)

(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charges is \$_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the foregoing bond; that
_____, who signed the said bond on behalf of the Principal, was then
_____ of said corporation; that I know his signature, and that his
signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said
corporation by authority of its governing body.

Affix Corporate Seal

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal.
If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,
_____, as **PRINCIPAL**
and _____,
_____, as **SURETY**,
are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____, (\$ _____),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators' successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City of Ukiah
dated _____
for _____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____,
_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20____.

_____(Seal)

BY: _____(Seal)

_____(Seal)
Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)
Surety

CERTIFICATE OF INSURANCE
CITY OF UKIAH

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.

COMPANIES
BEST'S RATING

COMPANY

LETTER A

COMPANY

LETTER B

COMPANY

LETTER C

COMPANY

LETTER D

COMPANY

LETTER E

INSURED

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY ☐ COMMERCIAL ☐ CLAIMS MADE ☐ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER				GENERAL AGGREGATE	\$
					PRODUCTS COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (any one fire)	\$
					MEDICAL EXPENSES (any one person)	\$
	AUTOMOTIVE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (per person)	\$
					BODILY INJURY (per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY ☐ UMBRELLA ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	☐ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	PROPERTY DAMAGE ☐ COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 day's written notice has been given to the City at the address indicated below.
- The City, its officials, officers, employees, and volunteers are added as insureds on all Liability Insurance Policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
- The City is named a loss payee on The Property Insurance Policies described above, if any.
- All rights of subrogation under the Property Insurance Policy listed above have been waived against the City.
- The Worker's Compensation Insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

INSURER:

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER:

FORM CG 20 10 11 85 (MODIFIED)

ENDORSEMENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**ADDITIONAL INSURED ----- OWNERS, LESSEES OR
CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
City of Ukiah, its officers, officials, employees and volunteers 300 Seminary Avenue Ukiah, CA 95482	

If no entry appears above, information required to complete this endorsement will be shown in
Declarations as applicable to this endorsement.

Section II WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the
Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your
work" performed for that insured.

Modifications to ISO form CG20 10 1185:

The insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers.
This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an
unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any
other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called
upon to contribute with it.

The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified
mail, return receipt requested, has been given to the City.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case
where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the
Civil Code.

Signature-Authorized Representative_____
Address_____
Phone Number

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

FOR _____ City of Ukiah (the "City")

Endorsement No. _____

Issue Date: _____

PRODUCER

Telephone: (_____) _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in limits
☐ In addition to limits☐ Deductible ☐ Self Insured Retention (check which) of \$ _____

NAMED INSURED

APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐
- COMMERCIAL
-
- ☐
- BUSINESS AUTO POLICY
-
- ☐
- OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED: The City, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible.
2. CONTRIBUTION NOT REQUIRED: As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it.
3. CANCELLATION NOTICE: With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
4. SCOPE OF COVERAGE: This policy affords coverage at least as broad as:
(1) If primary, insurance Services Office form number CA0001 (Ed. 1/87), Code 1 (Any auto); or
(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY

City of Ukiah
300 Seminary Avenue
Ukiah, California 95482-5400AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) _____ Date signed: _____

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENTFOR City of Ukiah (the "City")

Endorsement No. _____

Issue Date: _____

PRODUCER

Telephone: (_____) _____

POLICY INFORMATION:

Insurance Company: _____

Policy No. _____

Policy Period: (from) _____ (to) _____

NAMED INSURED**OTHER PROVISIONS**

CLAIMS: (Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

EMPLOYERS LIABILITY LIMITS

\$ _____ (Each Accident)

\$ _____ (Disease - Policy Limit)

\$ _____ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE: This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
2. WAIVER OF SUBROGATION: This Insurance Company agrees to waive all rights of subrogation against the City, its officer, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY**

City of Ukiah

300 Seminary Avenue

Ukiah, California 95482-5400

AUTHORIZED ☐ Broker/Agent ☐ Underwriter ☐**REPRESENTATIVE**

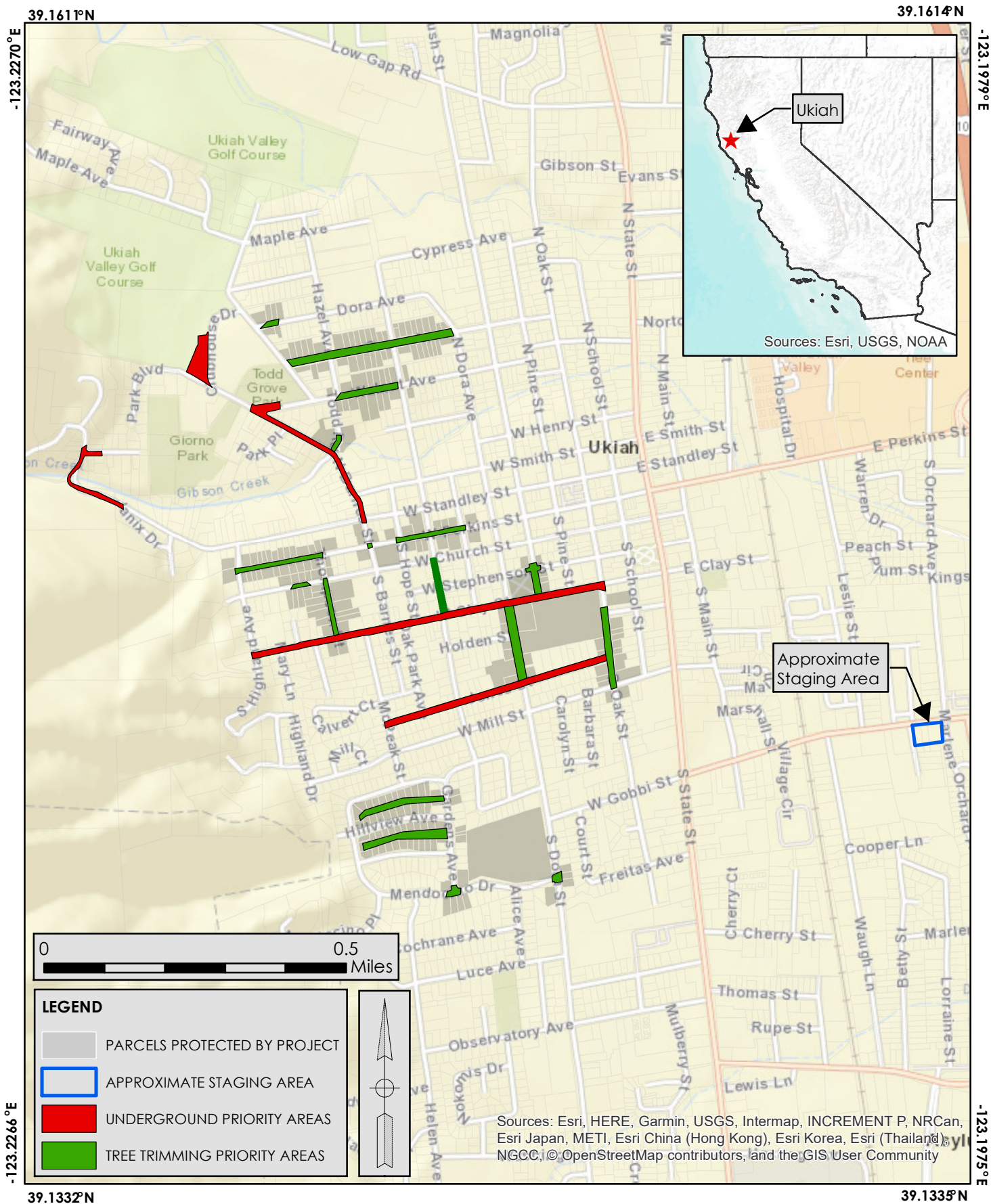
I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) _____ Date signed: _____

EUREKA • UKIAH • SANTA ROSA 1-800-515-5054 www.lacoassociates.com	PROJECT UKIAH ELECTRIC UTILITY FUEL REDUCTION		BY JRG	FIGURE 1
	AND UNDERGROUNDING; DISASTER NUMBER: DR4407		CHECK JB	
	CONTROL NO.: 0382	APPLICANT CITY OF UKIAH	DATE 05/03/2019	JOB NO.
	LOCATION AND SITE MAP			6833.35

REUSE OF DOCUMENTS: This document and the ideas and design incorporated herein, as an instrument of professional service, is the property of LACO Associates and shall not be reused in whole or part for any other project without LACO Associates express written authorization.



CITY OF UKIAH TREE MANAGEMENT GUIDELINES

TREE MANAGEMENT POLICIES FOR THE PROTECTION,
OPERATION AND MAINTENANCE OF CITY PROPERTY



Adopted 12-01-10 & Revised 11-19-14

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

1.0 PURPOSE STATEMENT

The purpose of this document is to provide policy guidelines for the preservation, maintenance and enhancement of the urban forest in parks and other areas maintained by the staff and contractors of the City of Ukiah. These guidelines are based on policy from the City of Ukiah General Plan Growth Management Program adopted by the City Council December 6, 1995 and amended June 16, 2004 and the City of Ukiah Community Forest Management Plan, adopted by the City Council on November 3, 1993.

“Trees are a precious legacy which improve our quality of life and enhance our community image and pride. Trees enrich air and water quality, provide wildlife habitat, increase aesthetic value, reduce soil erosion, and help us to maintain a sense of rural community.”

Community Forest Management Plan Vision Statement

2.0 DEPARTMENTS AFFECTED

- 2.1 Community Services Department
- 2.2 Public Works Department
- 2.3 Electric Utility Department
- 2.4 Planning and Community Development Department
- 2.5 Ukiah Municipal Airport

3.1 RESPONSIBILITY

The department directors shall be responsible for the implementation of these policies and guidelines and all staff shall be trained and shall abide by these guidelines and policies as outlined in this document. City Council shall approve any significant amendments or changes to the Tree Management Guidelines and Policies proposed by staff and community partners before they are adopted.

3.2 The Directors of the departments are responsible for the preservation, care and maintenance of trees as follows:

- 3.2.1 Community Services Department is responsible for all trees in public parks including the Commemorative Program trees.
- 3.2.2 Public Works Department is responsible for all trees in the public right of way and creeks.
- 3.2.3 Electric Utility Department is responsible for trimming of trees to maintain clearance from primary electric lines and facilities
- 3.2.4 Planning and Community Development Department is responsible for oversight of all landscaping plans filed by the applicant.

3.3 Partnerships: Volunteers and/or community groups shall be important partners to achieve objectives for urban forestry.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

4.0 TRAINING

City staff shall receive training on all procedures listed in this document, including on-site classes and/or training provided by Mendocino College and assorted qualified arboricultural professionals on a regular schedule to ensure that proper methods are utilized.

All City of Ukiah staff performing tree care duties within the City's urban forest shall attend a minimum of two training workshops annually.

A workshop for dormant care of trees will be held in the Fall/Winter months. A second workshop will occur in the Spring/Summer to train for the growing season. Workshops will include, but not limited to: proper seasonal maintenance; best practices for soil conditioning; proper pruning techniques; and plant identification. Workshops will generally be held in the field and last about two hours and will be run by a qualified arboricultural professional with expertise in best practices for urban forest care.

5.0 POLICY GOALS

The Tree Management Guidelines focus on long-term protection of the City's trees and have been developed for the preservation, planting, care, removal or disposition of trees, replacement planting in parks, along streets and in other public areas.

The City of Ukiah intends that these guidelines and policies shall remain in effect, however, they will be subject to change based upon arboricultural standards, community input and staff recommendations. Suggestions for changes to the Guidelines must be submitted in writing to a department director. They will then be discussed with community partners and staff and then submitted to the City Council for approval.

6.1 GUIDELINES FOR TREE CARE AND MAINTENANCE

Staff and contracted professionals shall utilize International Society of Arboriculture's Best Management Practices (ISA BMP) and/or American National Standards Institute (ANSI). A Glossary of terms is included in Section 9.0.

Specific criteria as detailed in the ISA BMP shall be established and applied to for the removal and/or pruning of trees located in or on City property. The same criteria shall be used to evaluate the overall public benefit of the proposed work. In all cases, safety concerns shall receive priority. In addition, priority will be given to limiting removal, increasing forest canopy, and preserving appropriate vegetation on park property.

6.2 Tree Preservation: The health and physical state of trees shall be maintained and protected whenever possible. Instances not specifically covered elsewhere in this policy include:

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 6.2.1 **Conservation of Landmark Trees:** These are individual trees that are considered unique because of size, species, historical significance, and shall be given extra protections and consideration for retention. Refer to the Glossary of Terms.
- 6.2.2 **Conservation of Commemorative Program Trees:** These are individual trees or groves purchased by someone from the City of Ukiah to memorialize an individual or group. Refer to the Glossary of Terms.
- 6.2.3 **Existing Trees:** Staff shall change use patterns in root zones whenever practical. For example: Vehicles parked or materials stored in the root zone shall be subject to an education and/or enforcement campaign to reverse the damage to the tree roots; pathways causing excessive compaction around tree roots shall be relocated if other options are deemed insufficient. Fencing, boulders, logs and landscaping are reasonable deterrents to reduce further damage and shall be used whenever practical. Refer to ISA BMP Integrated Vegetation Management.
- 6.2.4 **Special consideration shall be given for unique situations.** Every effort shall be made to protect trees growing near underground streams.
- 6.1.5 **Storm water flooding and sedimentation of drainage areas shall be properly considered before tree removal.**
- 6.1.6 **The relationship of vegetation to slope stability will be a primary consideration in all proposed vegetation management on slopes.**
- 6.1.7 **Diseased or Infested Plants That Pose Risk to Trees:** Action shall be taken to effectively decrease risk to other trees from pests and diseases. This may include removal and destruction of affected materials, pesticide treatments and/or alternative cultural practices. Other qualified experts shall be consulted as needed. Refer to ISA BMP Integrated Pest Management; City of Ukiah Integrated Pest Management Plan.
- 6.1.8 **Damage, Vandalism and Illegal Cutting:** Action shall be taken whenever possible to investigate and prosecute vandalism and illegal cutting of city-owned trees. Compensation for damages shall be sought based on the appraised value in accordance with The Guide for Plant Appraisal as authored by the Council of Tree and Landscape Appraisers.
- 6.2 Planting:** Planning before planting can ensure that the right tree is planted in the right location. Proper tree selection and placement prevents tree damage and costly maintenance like trimming. Consideration of water requirements and climate and surrounding infrastructure such as sidewalks, sewer lines and overhead/underground power lines shall improve the chances for optimum growth potential. Refer to the City of Ukiah's Master Tree List; City of Ukiah Tree Planting and Maintenance Recommendations; ISA BMP Tree Planting; and ISA BMP Tree Support Systems.
- 6.3 Root Environment and Tree Root Zones:** Refer to the Glossary of Terms. Whenever feasible, a pro-active program of cultural practices shall be implemented to maintain the health and vitality of City trees. Refer to ISA BMP Tree and Shrub Fertilization.
 - 6.3.1 **Trees in parks, fields and all other areas both developed and undeveloped:**

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 6.3.1.1 Soil Compaction: Every effort shall be made to avoid the compaction of soil in root zones and to encourage penetration of rainfall deep into the soil.
- 6.3.1.2 Mulch: Organic material such as mulch and leaves shall not be removed under the tree canopy.
- 6.3.1.3 Crews shall, when feasible and practical, establish and maintain the areas under tree canopies free of turf and invasive plant species. The use of native grasses and plants are encouraged, as are plants associated with the trees above them. Special consideration shall be given to oak trees and the use of drought tolerant plants near them.
- 6.3.1.4 Parking: Vehicles and equipment should be parked on paved areas, streets and parking lots.
- 6.3.1.5 Pavement: The use of pavement within park and garden areas shall be limited as much as possible, especially under tree canopies. Whenever pavement is necessary the use of permeable materials is preferred. Remove the affected curb and damaged or cracked pavement due to root uplift when feasible. Level the section with mulch, chips, sand, or gravel rather than replacing the area with impervious materials.
- 6.3.1.6 Leaf Blowers: The use of leaf blowers is discouraged. Leaf blowers should not be used to blow debris with native soil.
- 6.3.1.7 Pesticides: The use of pesticides is discouraged. Please refer to the City Integrated Pest Management policy.
- 6.3.1.8 Stakes: In the unusual situation when stakes are needed they should be driven in outside the root ball. ISA BMP Tree Support Systems shall be followed.

- 6.4 Construction around Trees:** Protection devices shall be installed to protect the tree and root zones when near or within construction zones. The root system extends at least to the edge of the canopy or drip line of the tree with most of the fine feeder roots active in the top few inches of the soil. These roots need air to stay healthy in order to provide the tree with nutrients and water. This root zone shall be protected from compaction, changes in soil grade, digging, or other disturbances.

Protective fencing and warning signage will be required around the root zone. All tree protection devices shall be visible, well-anchored, and approved in the field by the Supervisor or designee prior to clearing, grading, or beginning of construction and shall remain in place and maintained until the project is completed. Refer to ISA BMP Managing Trees During Construction and ANSI Construction Management and Standard.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 6.5 Consultation with a Qualified Arboricultural Professional:** When planning and designing a public improvement project the City shall seek the appropriate qualified expert when the project involves or is near a tree or trees.
- 6.6 Pruning Standards:** The latest pruning standards established by the International Society of Arboriculture shall be used in the maintenance of trees and are detailed in the ISA Best Maintenance Practice booklets. Refer to ISA BMP Tree Pruning; ISA BMP Utility Pruning of Trees. Such maintenance will include:
- 6.6.1 General pruning for clearance to prevent injuries and to facilitate maintenance and vehicle clearance.
 - 6.6.2 Pruning dead, dying, and diseased sections to improve the health and appearance of the tree and to prevent accidents.
 - 6.6.3 Pruning for clearance around lighting and overhead lines.
 - 6.6.4 Pruning back for authorized passage on service roads, walkways and paths.
 - 6.6.5 Pruning requested by a private property owner. Such requests do not obligate the Department to prune trees, shrubs, and/or vegetation. It is the responsibility of the business owner to plan their signage so that visibility is not affected by growing trees.
 - 6.6.6 Pruning in park areas identified as places of illegal or inappropriate activity in order to improve general visibility and increased police surveillance.
- 6.7 Birds and Nesting:** Except in emergencies nesting birds or nests shall not be disturbed or harassed by pruning or removal activities. To avoid nesting season such activities shall occur between September 1st and March 31st. Fish and Game Code 3503: "It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird..." The Migratory Birds Treaty Act of 1918 also applies.
- 6.8 Unnecessary Wounding:** Because "topping" of trees can cause permanent damage by promoting decay, as well as unnatural, dense and weak branching structure, topping shall not be practiced or permitted except under special circumstances. Not only can a tree sustain wounds to the branches or top, it can also sustain wounds to the trunk. Therefore, these policies shall reinforce the protection of the trunk area from wounds associated with a lawn mower or other equipment.
- 6.9 Hazardous Tree Management:** Public health, safety and general welfare will be maintained through the use of generally accepted professional practices of evaluation and treatment to reduce risks to people and property from hazardous trees. Attention to proper selection, planting and maintenance of new trees shall also be pursued to achieve long-term risk reduction.
- 6.9.1 The City of Ukiah shall assess and manage the risk of tree failure within the limits of available fiscal and human resources. Priority shall be given to locations and situations with high probability of failure and high potential damage or injury that may result.

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6.9.2 Notwithstanding an immediate hazard to safety and/or property, the City shall utilize a written tree risk assessment methodology established by the ISA (ISA Basic Tree Risk Assessment Form or equivalent) to evaluate the likelihood that part or all of a tree will fail and cause damage and/or injury by a qualified arboricultural professional. The components of the assessment shall include tree health, species profile, site factors, history of failures, tree defects/conditions, target assessment, risk categorization, mitigation options and recommend inspection intervals when warranted.

6.9.3 Corrective action for high hazard rated trees shall be reasonable and prudent and may include:

- Moving any at-risk structures, equipment, fixtures or recreational sites;
- Correction of the defect by pruning, cabling and bracing, or tree removal;
- Closure of the area

7.1 Tree Removal: The City shall provide 72 hours of advance notice of the intended tree or trees that shall be removed by posting a sign at the work site when feasible. The sign shall contain the reason for the removal of the tree and the appropriate city department's telephone number that the public may contact for further information. Tree removal will include:

7.1.1 Trees that pose substantial risk or hazard to the public, adjacent properties or to public facilities.

7.1.2 Dead, dying or diseased trees.

7.1.3 Removal from properties being improved or developed under an approved design, however, prior consideration to retention shall be given whenever possible. Preference is to retain existing healthy trees when designing any development rather than attempting mitigation.

7.1.4 Trees that block trails, drains or otherwise obstruct the use and function of infrastructure elements.

7.1.5 Trees on sites that were over planted by design or are crowded from natural competition. As the landscape grows, the Supervisor with consultation with a qualified expert shall selectively remove trees on a site to maintain spacing for optimal tree growth and function.

7.1.6 Removal requested by a private property owner. However, such requests do not obligate the City of Ukiah to remove or allow removal of any trees, shrubs, and/or vegetation.

7.1.7 Consideration shall be given for providing trunk and limbs for service projects such as constructing benches and picnic tables. The use of wood chips for mulching material around trees and vegetation in the parks is encouraged.

7.1.8 Any person aggrieved or impacted by a decision to remove a tree may appeal the decision during the noticing period. A letter stating the reason(s) for the

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appeal must be submitted to the City Clerk's Office. An appeal automatically stops any action or non-action on the tree until the responsible Department Director has an opportunity to review and consider the appeal. When feasible, the Director will consult with the City's Tree Advisory Committee for additional input. The Director's decision on an appeal is the final administrative determination.

The Director's final determination may be appealed to the City Council. The appeal must be filed with the City Clerk's Office within 10 days of the Director's determination and must be accompanied by supporting documentation from a qualified arboricultural professional using the same tree risk assessment methodology established by the ISA as detailed in Section 6.9.2.

- 7.2 Tree Replacement:** At least one tree shall be planted for every tree that is removed from City property. Replacement tree species shall be selected so that overall mature canopy volume will be maintained or increased. It is preferable to plant the replacement tree in close proximity to the original tree's location. The replacement tree may be located elsewhere, if local conditions contributed to the previous tree's failure (See Section 6.2). New locations should be found on the same site or in the same neighborhood at a location of similar or greater value. Preference shall be given for planting native trees whenever feasible.
- 7.3 Replacement Plantings:** The City shall undertake the task of replacement plantings to mitigate the effects of vegetation removal and to reestablish the landscape and increase overall mature forest canopy. The City shall determine the species of tree to be planted on City property and the planting location. Every effort shall be made to select a species compatible with the existing tree plantings on the street, the neighborhood identity, the maturity of the trees, space available for growth, the presence of underground and overhead utility lines, utility poles, streetlights, driveway approaches and fire hydrants.
- 7.4 Phasing:** The City of Ukiah when appropriate shall consider a phased approach to vegetation management to reduce potential short-term negative aesthetic and/or wildlife habitat impacts (associated with such actions).
- 7.5 Wildlife and Habitat:** Trees and forested areas are recognized as important habitat for native wildlife and providing vital wildlife corridors. Trees, undeveloped landscapes and creeks will be managed to optimize them for wildlife habitat. Refer to the City of Ukiah Creeks Maintenance Policies and Procedures.

8.0 SUMMARY

These guidelines are set in place to enhance the urban forest within the City of Ukiah. As industry standards change in regard to tree care, this document shall remain flexible to incorporate needed changes.

9.1 GLOSSARY OF TERMS

For additional definitions, refer to the International Society of Arboriculture Best Management Practices

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 9.2 Commemorative Program Tree Program** provides an opportunity for the public in celebrating an event or memorializing a loved one by the planting of a young tree or trees while improving the appearance and canopy of City parks. A tree or grove is purchased from the City of Ukiah to honor or memorialize an individual or group. Such tree(s) are identified and recorded by the City of Ukiah with the name of the tree species, dedicated individual or group and the name of the donor.
- 9.3 Developed landscape** is property that has been graded and/or planted, and contains plantings that are distinct from typical native forest. These active and/or passive recreational landscape areas are routinely maintained by park staff for public use. Developed landscapes shall include, but are not limited to: lawns, athletic fields, boulevards, golf courses including pitch and putt, lawn bowling greens, play areas, squares, places, triangles, and swimming beaches.
- 9.4 Hazardous Tree** is a tree that can be predicted to fail and has a high probability of striking people or property causing injury or damage.
- 9.5 Invasive exotic vegetation** consists of species of plants that are not native to our region and exhibit aggressive growth to the exclusion of native or planted landscapes and wildlife.
- 9.6 Landmark Trees** are individual trees that have been designated as unique because of size, historical/commemorative association, and distinct form, as an outstanding specimen or are important for wildlife habit. Such trees will be given extra protection and consideration for retention. Rules and regulations for landmark trees are defined in the City's Landmark Tree Program and/or Downtown Zoning Code.
- 9.7 Topping** is the removal of the terminal shoot of a tree to a stub or lateral branch that is not sufficiently large enough to assume a terminal role or cannot be expected to achieve wound closure to inhibit decay.
- 9.8 Tree Failure** is the breaking and falling of a tree or any substantial part of a tree. This does not include falling leaves or fruit.
- 9.9 Tree Root Zone** is the area from the trunk to the drip line or the edge of the unpruned canopy around a mature, uninjured tree or the anticipated root zone of a young tree.
- 9.10 Qualified Arboricultural Professional** is a tree care professional with a minimum of two years of experience in the evaluation and care of trees in combination with a professional license or certification that measures minimum competency in relevant subjects, including protection of public health, safety and welfare. Acceptable titles include Certified Arborist, Registered Consulting Arborist, Registered Professional Forester, and Landscape Architect.
- 9.9.1 Undeveloped Landscape** is property that contains native or volunteer (self-propagated) plants and is not intended for recreational use except along designated trails. Undeveloped landscapes are (usually) not as intensively maintained as developed landscapes.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

10.0 **ADDITIONAL RESOURCES**

Additional City and other tree-related documents that incorporate tree guidelines are available electronically through the Intranet. The Department Director shall provide the The International Society of Arboriculture Best Management Practice booklets, American National Standards Institute related documents and Mendocino County ReLeaf materials to their employees.

These documents are:

- Municipal Code Article 2, Chapter 5, Number 5420 Street Tree Policy, Purpose and Intent (Ordinance 869, adopted 1987)
- Community Forest Management Plan
- Tree Protection and Enhancement Policy
- Tree Planting and Maintenance Recommendations
- Master Tree List
- Integrated Pest Management Plan, Community Service Department
- Creek Maintenance Policies & Procedures
- Form Based Zoning Preservation Tree List
- General Plan, Open Space and Conservation Element, adopted 12/6/1995; amended 6/16/2004
- Landscaping and Streetscape Design Guidelines
- Commercial Development Design Guidelines
- International Society of Arboriculture Best Management Practices (ISA BMP): Managing Trees During Construction; Tree Pruning; Integrated Pest Management; Tree Support Systems; Utility Pruning of Trees; Tree and Shrub Fertilization; Tree Planting; Tree Inventories; Integrated Vegetation Management
- American National Standards Institute (ANSI): Construction Management Standards
- Mendocino County ReLeaf Tree Care Guide
- Hillside Ordinance 9135

Landmark Tree Program Guidelines and Policies

November 19, 2014

1.0 PURPOSE STATEMENT

The purpose of this document is to provide policy guidelines for the preservation, maintenance and enhancement of our urban forest with particular attention to noteworthy trees or “landmark trees” as defined in Section 2.0.

The Landmark Tree Program (LTP) includes specific trees within the city limits on public property, but also extends to private property for owners who wish to participate on a voluntary basis. This program complements the Downtown Zoning Code (DZC) Designated Landmark Trees, but does not supersede the rules and regulations identified for those specific trees (UCC Section 9229.3 Table 19) detailed in the DZC.

2.0 DEFINITION

The definition for landmark trees from the Downtown Zoning Code (10.030 B Article 18 Section 10), shall be used:

Landmark trees are specific trees selected as worthy of landmark status based on one or more of the following characteristics:

- 1) an outstanding specimen of a species desirable to the community
- 2) one of the largest or oldest trees in the City of Ukiah
- 3) historical/commemorative interest
- 4) distinctive form and/or aesthetic appeal and/or
- 5) environmental value, including importance as habitat for wildlife.

3.0 BENEFITS OF THE PROGRAM

Benefits to the City of Ukiah

A LTP would help the City obtain the coveted certification, "Tree City USA" from the Arbor Day Foundation and improve grant funding opportunities. The identification and acknowledgement of landmark trees will also help the City, businesses and private owners garner support and recognition for the care and maintenance of trees which benefits the community at large.

Benefits to Property Owners

Owners will receive acknowledgement and appreciation for their effort. The City of Ukiah will provide a certificate to the participating property owner. Well-maintained trees add to property values. Trees provide shade and can reduce cooling and heating bills.

Benefits to the Community

The LTP will help maintain and expand the City’s urban forest by increasing awareness of trees and their benefits. Neighborhoods with good tree canopies improve people’s wellbeing and reduce crime; business districts with tree-lined streets have increased activity.

4.0 POLICY GOALS

The LTP focuses on the economic, environmental, historic and aesthetic value specific trees have in the City's urban forest. This includes trees in public areas and trees on private property where the owner voluntarily participates in the program.

The policy goals of the LTP are consistent with the following:

- City of Ukiah General Plan Open Space Conservation Element (1993): OC-22: Conserve and replenish valley oaks in the Valley; OC-23: Native plant landscaping shall be encouraged; OC-25: Maintain and enhance the City's canopy of shade trees.
- City of Ukiah Tree Protection and Enhancement Policy, November 1993
- City of Ukiah Tree Planting and Maintenance Recommendation, November 1993
- Community Forest Management Plan, 1994
- City of Ukiah Landscaping and Streetscape Design Guidelines, 1996
- Ukiah Municipal Code, Chapter 5, Sidewalks/Street Trees. Article 2. Street Tree Policy Purpose and Intent)
- Tree Management Guidelines, December 1, 2010
- City of Ukiah Downtown Zoning Code, 2012

5.0 ADMINISTRATION

DEPARTMENTS AND RESPONSIBILITIES

- 5.1 Community Services Department
- 5.2 Public Works Department
- 5.3 Electric Utility Department
- 5.4 Planning and Community Development Department
- 5.5 Ukiah Municipal Airport

The department directors shall be responsible for the implementation of the LTP and all staff and contractors shall be trained in and shall abide by these guidelines and policies outlined in this document. City Council shall approve any significant amendments or changes to the LTP proposed by staff and/or community partners before they are adopted.

- 5.1** The City Manager or designee is the primary administrator of the program. However, directors of the departments are responsible for the preservation, care and maintenance of trees in the public and private sphere as follows:

- 5.1.1** Community Services Department is responsible for all trees in public parks.
- 5.1.2** Public Works Department is responsible for all trees in the public right of way, creeks and drainages including wetlands.
- 5.1.3** Electric Utility Department is responsible for the trimming of trees to maintain clearance from primary electric lines and facilities.
- 5.1.4** Planning and Community Development Department is responsible for the oversight of all trees and landscaping plans filed by the applicant.
- 5.1.5** The Airport Manager is responsible for all trees on Airport property.

- 5.2 Partnerships:** Volunteers and/or community groups (i.e. Mendocino ReLeaf and Tree Advisory Group) shall be important partners to achieve the objectives of urban forestry.

6.1 PROCEDURES

For a specific tree, grouping of trees or grove for enrollment in the LTP requires the completion of a nomination form signed by the nominee/property owner. Nomination forms are reviewed by the Tree Advisory Group and then forwarded with written recommendation to the City Manager or designee for review and then to the City Clerk for the City Council consent calendar.

- 6.2** City staff and the public are encouraged to nominate specific trees for inclusion in the LTP by completing a nomination form. Electronic nomination forms are available on the City's website or can be obtained from the City Clerk.

The nomination form requires a submitted photo of the tree. Information shall include the following: name of parcel owner; address; email address, if applicable; specimen; location map or illustration; reason(s) why tree(s) should be preserved. All nominations shall be submitted to the Tree Advisory Group for a recommendation. The recommendation is then forwarded to the City Council for consideration and/or adoption.

- 6.3** A listed landmark tree will be recorded by the City of Ukiah, identified on a map with location and description (i.e. Google Earth) and added to the City's website.
- 6.4** Partners from Mendocino ReLeaf and/or Tree Advisory Group will provide an annual docent led walking tour and/or provide a self-guided brochure for interested parties.
- 6.5** Staff will provide notification of the LTP activity by mailing an announcement of the annual walking tour. Notification will occur at least a month prior to the tour (*i.e. City of Ukiah Recreation Guide*, monthly utility bill)
- 6.6** An annual press release to local media about the purpose of the program, number of participants, location of the tree (with participant's permission), species and a website link for recruiting future participants.

7.0 PROTECTION

All participants including the City, a business or homeowner enrolled in the program agree to maintain and care for their tree responsibly and will receive a letter of acceptance. Suggestions for healthy tree care are outlined in the Tree Management Guidelines and may be obtained electronically.

Person or persons shall be prohibited from damaging a landmark tree through excessive watering or pruning or root compaction/destruction. Extra care shall be employed to protect landmark trees during construction (see the Tree Management Guidelines, Section 3.0).

All requests for tree removal or withdrawing from the LTP shall be in writing and submitted to the City Council and thereby forwarded to the Tree Advisory Group which will then forward a written recommendation to the City Council.

A ten (10) day noticing period of the item appearing on the City Council's agenda is required. The placement of the notice will be posted at the nearest public boundary line located closest to the tree(s).

Circumstances not requiring City Council approval for tree removal are as follows:

- 1) due to emergency situations and/or
- 2) traffic visibility obstructions and/or
- 3) public utility damage and/or
- 4) damage to the building foundation.

9.1 SUMMARY

The City of Ukiah intends that the guidelines and procedures of the Landmark Tree Program shall remain in effect, however, they are subject to change based upon arboricultural standards, community input and staff recommendations. Suggestions for changes to this document must be submitted in writing to the City Manager or designee. Changes will then be discussed with community partners and staff with recommendations and forwarded to the City Council for approval.

10.0 ADDITIONAL RESOURCES

Additional City and other tree-related documents that incorporate tree guidelines are available electronically through the Intranet/Internet. These documents are:

- Municipal Code Article 2, Chapter 5, Number 5420 Street Tree Policy, Purpose and Intent (Ordinance 869, adopted 1987)
- Community Forest Management Plan
- Tree Protection and Enhancement Policy
- Tree Planting and Maintenance Recommendations
- Master Tree List, 2012
- Tree Management Guidelines, 2010
- Integrated Pest Management Plan, Community Service Department
- Creek Maintenance Policies & Procedures, 2009
- Downtown Zoning Code Landmark Tree Program and Preservation Tree List, 2012
- General Plan, Open Space and Conservation Element, adopted 12/6/1995; amended 6/16/2004
- Landscaping and Streetscape Design Guidelines
- Commercial Development Design Guidelines
- International Society of Arboricultural Best Management Practices (ISA BMP): *Managing Trees During Construction; Tree Pruning; Integrated Pest Management; Tree Support Systems; Utility Pruning of Trees; Tree and Shrub Fertilization; Tree Planting; Tree Inventories; Integrated Vegetation Management*
- American National Standards Institute (ANSI): *Construction Management Standards*
- Mendocino County ReLeaf Tree Care Guide
- Hillside Ordinance 9135

Landmark Tree Program (LTP)

Landmark Tree Program Listings

Public Property

- Valley Oak, *Quercus lobata*, [#1], Observatory Park
- Redwoods, *Sequoia semper virens*, [#9], City Hall and Clay St (historic Campfire Girls beautification project in 1930s)
- Valley Oak, *Quercus lobata*, [#1], City Hall, 300 Seminary Ave
- Valley Oak, *Quercus lobata*, [#1], Hudson Carpenter Park, N Main St
- White Oak, *Quercus*, [#1], Todd Grove Park, northwest end between stage and picnic tables
- American Persimmon grove, *Diospyros virginiana*, Carpenter Hudson park, S Main St

Private Property

- Black Oak, *Quercus kelloggii*, [#1], 1033 W Standley St
- Bay Laurel, *Umbellularia californica*, [#1], 304 Hortense St

Other Trees with Special Designations

Landmark Trees within DZC Boundary

Downtown Zoning Code Tree Landmark Tree List, Adopted by the City Council on August 1, 2012. These trees are subject to the rules and regulations detailed in the Downtown Zoning Code and not the guidelines and policies detailed in this document.

- Valley Oak, *Quercus lobata*, [#6], 225 E Perkins St
- Coast Redwood, *Sequoia sempervirens*, [#4], 410 E Perkins St
- Coast Redwood, *Sequoia sempervirens*, [#11], E Perkins St at Pear Tree Ctr
- Lebanon Cedar, *Cedrus libani*, [#2], E Perkins St at Pear Tree Ctr
- Valley Oak, *Quercus lobata*, [#2], 324 N Main St
- Valley Oak, *Quercus lobata*, [#1], 320 Main St
- Coast Redwood, *Sequoia sempervirens*, [#1], 220 Mason St
- Coast Redwood, *Sequoia sempervirens*, [#1], 100 block of Norton St,
- Canyon Live Oak, *Quercus chrysolepis*, [#1], 400 block N School St, east side in parking lot
- Coast Redwood, *Sequoia sempervirens*, [#1], 400 block N School St, eastside in parking lot
- Valley Oak, *Quercus lobata*, [#2], 400 block N School St parking lot, eastside in parking lot
- Interior Live Oak, *Quercus wislizeni*, [#2], 400 block N School, east side in parking lot
- Coast Redwood, *Sequoia sempervirens*, [#6], @ 216 W Henry St, (Foundation for Medical Society)
- Cork Oak, *Quercus suber*, [#1], 107 S Oak St, (Saturday Afternoon Club)
- Coast Redwood, *Sequoia sempervirens*, [#2], 107 S Oak St (Saturday Afternoon Club)
- Coast Redwood, *Sequoia sempervirens*, [#1], 108 S Oak St
- Coast Redwood, *Sequoia sempervirens*, [#2], 265 Clay St
- Riparian trees within the Gibson Creek corridor; [#], Perkins St to Leslie St (includes: Willows, *salix* varieties; Cottonwoods; Black Walnut; Interior Live Oak, *Quercus wislizeni*, Black Oak; Valley Oak, *Quercus lobata*)
- Dawn Redwood, *Metasequoia glyptostroboides*, [#2], Corner of Standley and School St, in front of courthouse
- Oak, *Quercus*, [#1], N State St, in front of courthouse
- Tulip Magnolia, *Magnolia soulangeana*, [#2], N State St, southeast corner in front of courthouse
- Southern Magnolia, *Magnolia grandiflora*, [#2], N State St, in front of courthouse

Property Owner Consent

Property Owner Name

Address

City, State Zip

Home Phone

Email

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

Property Owner Signature

Date

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

(707) 463-6231

Benefits

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

Check List

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



Landmark Tree Program



(707) 463-6231
www.cityofukiah.com

City of Ukiah



Tree Advisory Group

Landmark Tree Program

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

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

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

Nomination Form

TREE LOCATION

Please include map of property and photo

COMMON NAME OF TREE

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

Nominator

Date Submitted

Address

Home Phone

Cell Phone

Email

Tree Owner Name

(if different than nominator)

Address

Home Phone

Cell Phone

Email

Significance of Tree/Grove

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

CERTIFICATE OF RECOGNITION

The City of Ukiah
hereby presents this certificate to

NAME

For (name of tree)
Selected as a 201X Ukiah Landmark Tree

XXXXXX
Mayor

Linda Sanders
Tree Advisory Group Coordinator





City of Ukiah Electric Utility Time Card for Contract Work

Firm_____	Date_____
Location_____	Contractors Job No._____

Crew Members Names	ID Card Carriers	S	M	T	W	T	F	S

Comments:



AGENDA SUMMARY REPORT

SUBJECT: Possible Adoption of a Resolution of the City Council Declaring the Property at 725 Porzio Lane a Public Nuisance and Intent to Commence Abatement Proceedings.

DEPARTMENT: City Attorney

PREPARED BY: Darcy Vaughn, Assistant City Attorney

PRESENTER: Sean Connell, Code Enforcement Officer; Darcy Vaughn, Assistant City Attorney

ATTACHMENTS:

1. Resolution- 725 Porzio Lane Public Nuisance Declaration
2. 725 Porzio Lane Site Photographs
3. 725 Porzio Lane (aka 145 Porzio) Incident Reports

Summary: Council will conduct a public hearing and consider adopting a Resolution of the City Council declaring the property at 725 Porzio Lane a public nuisance and the City's intent to commence abatement proceedings.

Background: The dilapidated residence located at 725 Porzio Lane (Property) has been neglected and has deteriorated to a point at which conditions on the property constitute numerous City Code and Building Code violations. The City's Code Enforcement Officer has, starting on March 22, 2023, duly notified the last known property owner of the Code violations on the Property and the need to abate the nuisance conditions on the property. However, even after publishing a notice in the Ukiah Daily Journal in April, 2023 seeking information on the current owner of the Property, Staff has been unsuccessful in reaching and receiving a response from the property owner. No response has been received from the owners and no measures have been taken to correct the violations that constitute a public nuisance. To proceed in the public nuisance abatement process, the City must adopt a Resolution (Attachment 1) declaring the dilapidated residence on the Property to be a public nuisance and the City's intent to commence with abatement proceedings.

The abatement proceedings could result in full correction of the violations, but will more likely result in the demolition of the structure. The costs associated with either alternative would ultimately be the responsibility of the property owner.

Discussion: THE CONDITION OF THE BUILDING:

Attachment 2 to this Report includes photographs depicting conditions at the Property. It is unknown precisely when the building was last occupied and used, but the building was unoccupied two (2) years ago when the City Building Official Staff red-tagged the building due to the fact that persons had illegally tapped into the building's electrical system to power personal devices and appliances. A comprehensive inspection of the building in January, 2023 revealed very dilapidated and unsafe conditions. The abandoned structure has deteriorated wood, visible dry rot, broken windows, mold, deteriorated flooring and floor supports, deteriorated ceilings and roof supports, sections of collapsed roof, significant ongoing water damage that is beginning to compromise the structural integrity of the building, and fire damage from arson fires. While the residence is currently secured against unauthorized entry through the use of boards on the building entry points and fencing around the Property, trespassers have deposited garbage and trash in the structure that has not yet been removed, which poses a threat to public health and safety. Moreover, prior to the Code Enforcement

Officer securing the Property, the Property was a known fire hazard due to frequent arson fires set by trespassers, as well as due to unsafe and unpermitted use of the Property's electrical system. Attachment 3 lists incident reports for the arson events at the Property, which was then listed as 145 Porzio Lane as indicated on the second page of Attachment 3. Accordingly, the abandoned residence on the Property clearly constitutes a blighted building and a public nuisance in accordance with City Code Section 3402 (C), (D), (H), and (S). The condition of the structure also violates section 116 of the California Building Code because the dilapidated residence is inadequately maintained and unsecured and therefore unsafe; the structure is unsanitary because of the presence of trash, garbage, and debris. For all of these reasons, the property and dilapidated building constitute a nuisance as defined in Ukiah City Code section 3300 and Health and Safety Code Section 17920.

THE ABATEMENT PROCESS:

There are a number of procedural steps contained in the City Code and the CA Health and Safety Code that the City is required to take in order to declare a building a nuisance and seek the repair, rehabilitation or demolition of the structure. These steps include:

1. The City Council conducts a public hearing and adopts a Resolution declaring the building a public nuisance, its intent to commence with the abatement process, and orders the property owner to abate the nuisance conditions.
2. The Resolution is posted on the Property, along with a public notice of a public hearing to order the abatement. The Resolution and Notice are also sent to the property owner.
3. If the property owner, after 30 days, has not abated the nuisance conditions, the City Council conducts a public hearing and adopts another resolution (Repair Resolution) ordering the Public Works Department to repair, rehabilitate, or demolish the building after an additional 30 days if the property owner continues to disregard the nuisance conditions.
4. The Repair Resolution is sent to the property owner.
5. If the owner does not act to repair, rehabilitate or demolish the building, the Public Works Department arranges to do so.
6. The Director of Public Works Department maintains a detailed accounting of the cost to repair, rehabilitate or demolish the building.
7. The Director of Public Works posts an itemized report of the costs on the property and sends it to the property owner five days prior to submitting it to the City Council.
8. The City Council conducts a public hearing to discuss the results of the Public Works report and adopts a Resolution confirming the report.
9. An assessment of the cost is placed on the property in the form of a Special Assessment Lien due with the next regular tax bill.

CONCLUSION:

The Property has been unoccupied for at least two years, has fallen into a dilapidated condition, and now represents a public nuisance. Efforts to correct violations in the past have been marginally successful and the building has continued to degrade into its current dilapidated and unsafe condition. The building has become a significant eyesore in the historic downtown, and conflicts with the City's plans to revitalize the downtown and promote positive economic development. The condition of the building is in violation of various sections of the Ukiah City Code, California Building Code, California Fire Code, and the State Health and Safety Code.

Council will conduct a public hearing and consider adopting a Resolution of the City Council declaring the property at 725 Porzio Lane a public nuisance and the City's intent to commence abatement proceedings.

Recommended Action: Adopt the Resolution of the City Council Declaring the Property at 725 Porzio Lane a Public Nuisance and the City's Intent to Commence Abatement Proceedings

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sean Connell, Code Enforcement

DIVERSITY-EQUITY INITIATIVES (DEI):N/A

CLIMATE INITIATIVES (CI):N/A

GENERAL PLAN ELEMENTS (GP):N/A

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2023-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH DECLARING THE PROPERTY LOCATED AT 725 PORZIO LANE A PUBLIC NUISANCE AND ITS INTENT TO COMMENCE ABATEMENT PROCEEDINGS PURSUANT TO UKIAH CITY CODE SECTIONS 3300 ET SEQ.****WHEREAS:**

1. The property located at 725 Porzio Lane in the City of Ukiah and also known as Mendocino County Assessor's Parcel Number 003-040-66-00 and the dilapidated residence located thereon ("the Property") are and have been for a substantial period of time a public nuisance; and
2. The Property contains one dilapidated residence of approximately 1,000 square feet, and consists of one story. It is unknown when the building was last occupied and used, but the building was unoccupied two (2) years ago when the City Building Official staff red-tagged the building due to the fact that persons had illegally tapped into the building's electrical system to power personal devices and appliances. Inspections of the property by the City Building Official and Code Enforcement Officer in May, 2023 have determined that the building on the Property constitutes a public nuisance in that: (1) The dilapidated residence is an abandoned unsafe structure that has deteriorated wood, visible dry rot, broken windows, mold, deteriorated flooring and floor supports, deteriorated ceilings and roof supports, sections of collapsed roof, significant ongoing water damage that is beginning to compromise the structural integrity of the building, and fire damage from arson fires; (2) while the residence is currently secured against unauthorized entry through the use of boards on the building entry points and fencing around the Property, trespassers have deposited garbage and trash in the structure that has not yet been removed, which poses a threat to public health and safety; and (3) prior to the Code Enforcement Officer securing the Property, the Property was a known fire hazard due to frequent arson fires set by trespassers, as well as unsafe and unpermitted use of the Property's electrical system; and
3. The conditions on the Property violate Section 116 of the California Building Code for dangerous buildings because the dilapidated residence is unsecured and therefore unsafe; the structure is unsanitary because of the presence of trash, garbage, and debris, and the structure has no lighting. For all of these reasons, the property and dilapidated residence constitute a nuisance as defined in Ukiah City Code section 3300 and Health and Safety Code Section 17920; and
4. A detailed letter, Notice of Substandard Building, and an order to abate the violations, dated January 13, 2023 was sent via certified mail to the last known owner of the Property and posted onsite, and no response has been received from the property owner; and
5. A second notice was sent via certified mail and posted on March 22, 2023, and legal notice seeking to establish the legal owner(s) of the Property was duly published in the Ukiah Daily Journal on May 1, 2023, and no response to either notice was received from any Property owner; and
6. Despite efforts to gain voluntary compliance with the applicable codes and ordinances, the property owner has failed and refused to clean up and adequately maintain the Property, repair and secure the residence and otherwise to abate the nuisance conditions on the Property; and
7. On information and belief, the City Building Official and Code Enforcement Officer have determined that it is likely that both the last known owner and her next of kin are deceased, and no heirs or assigns have responded to the published notices; and

8. UCC Section 3301 authorizes the City Council to commence proceedings to abate a public nuisance by declaring the same and its intention to commence abatement proceedings; and
9. Such proceedings are authorized, whenever buildings are structurally unsafe, are partially destroyed by fire, or are dilapidated from old age, neglect, decay or other causes, and which constitute a fire menace or are dangerous to human life, or are a likely resort for vagrant or dissolute persons; and
10. The dilapidated conditions on the Property constitute a public nuisance, a fire menace, are dangerous to human life, and the building was frequently broken into by trespassers prior to being secured, and should be abated as further provided herein.

NOW, THEREFORE, BE IT RESOLVED that:

1. The property located at 725 Porzio Lane (APN 003-040-66-00) is hereby declared to constitute a public nuisance as provided in Ukiah City Code § 3300.
2. The City Council intends to commence proceedings under Ukiah City Code §§ 3301-3310 to abate by repair, rehabilitation, removal or demolition the conditions on the Property that constitute a public nuisance.
3. The owner of the property is hereby ordered to abate the nuisance conditions on the property by repair, rehabilitation, removal or demolition of the conditions on the property that constitute a public nuisance, bring the structure into compliance with all applicable statutes, regulations and ordinances, and put the property in an orderly and clean condition that does not create an attractive nuisance, pose a risk of injury, cause visual blight or cause a safety hazard to the general public.
4. The City Clerk is hereby directed to forward a certified copy of this Resolution to the County Recorder of Mendocino County for recordation.
5. Notice of hearing shall be posted on the Property and given to the owner as shown on the last equalized assessment roll as provided in UCC §§ 3303-3305.
6. The City Council shall conduct the hearing required by law not sooner than thirty (30) days after the notices have been posted and served as required by law.

PASSED AND ADOPTED this 20th day of September, 2023, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mari Rodin, Mayor

ATTEST:

Kristine Lawler, City Clerk







[Multi-Record](#)
[Single-Record](#)
[Advanced Search](#)

Advanced Search

Incident Address: porzio

Incident Report 6 results found — [Download CSV](#) — [Export to Google Earth](#)

Grid View

Map

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<u>2023-004420</u>	04/09/2023 10:21:27 Station: 681 Disp. #: 2023-004420	111 - Building fire 145 S PORZIO LN Ukiah CA 95482 100 BLK FREITAS AVE	 Complete
<u>2023-004277</u>	04/05/2023 19:16:45 Station: 681 Disp. #: 2023-004277	111 - Building fire 145 PORZIO LN Ukiah CA 95482 DEAD-END	 Reviewed
<u>2022-015058</u>	12/23/2022 12:04:25 Station: 683 Disp. #: 2022-015058	551 - Assist police or other governmental agency 100 PORZIO LN Ukiah CA 95482 144 E GOBBI ST	 Reviewed
<u>2022-011186</u>	09/25/2022 21:41:40 Station: 681 Disp. #: 2022-011186	111 - Building fire 145 PORZIO LN Ukiah CA 95482 DEAD-END	 Reviewed
<u>2020-006338</u>	06/05/2020 10:05:29 Station: 681 Disp. #: 006338	611 - Dispatched & cancelled en route 100 PORZIO LN Ukiah CA 95482 144 E GOBBI ST	 Reviewed
<u>2019-2917</u>	11/01/2019 04:15:28 Station: 681 Disp. #: 013704	321 - EMS call, excluding vehicle accident with injury 145 PORZIO LN # C Ukiah CA 95482	 Reviewed

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November 1, 2021

Sharon McBrooom
10160 Pebble Beach Dr.
Santee, CA 92071

Subject: Notification of address change for Assessor's Parcel Number(s): 003-040-66

Dear Ms. McBrooom,

Since the establishment of the State Enhanced 911 system, local jurisdictions are required to maintain an addressing system that is consistent with the City's addressing grid system, adjoining parcels and nearby block numbers. The multiple parcels fronting Porzio Lane are not consistent with this addressing system, and must be updated. The assignment of the new street address, as listed below, is for the sole and exclusive purpose of identifying and distinguishing said property for Emergency Service Agencies and the convenience of the general public. This new address will go into effect on **January 1, 2022**.

Existing Street Address: 145 Porzio Ln., #B,
New Address (as of 1/1/2022): 725 Porzio Lane

The property owner must ensure that the provided addresses are clearly marked and visible from the street frontage. A copy of this letter will be forwarded to the appropriate City and County departments and to the United States Post Office (USPS), in order to update existing service accounts, records, and mail delivery.

If you have any questions, please contact this office.

Cordially,

Mireya G. Turner, MPA
Planning Manager
mturner@cityofukiah.com

cc. Tenant, 145 Porzio Lane, #B, Ukiah, CA 95482



AGENDA SUMMARY REPORT

SUBJECT: Receive Report Regarding the Economic Development and Financing Corporation (EDFC); Consideration of Request for Funding from EDFC; and Authorize the City Manager to Negotiate and Execute Performance Agreement Between the City of Ukiah and EDFC in the amount of \$12,455.25 for FY 2023-24.

DEPARTMENT: Economic
Development

PREPARED BY: Shannon Riley, Deputy City Manager

PRESENTER: Shannon Riley, Deputy City Manager

ATTACHMENTS:

1. Economic Development and Financing Corporation (EDFC) - Performance Agrmt 2223-081 - signed

Summary: The Council will receive the annual report from Economic Development and Financing Corporation (EDFC); consider request for funding from EDFC; and consider authorizing the City Manager to negotiate and execute Performance Agreement between the City of Ukiah and EDFC.

Background: The Economic Development and Financing Corporation (EDFC) is a non-profit, tax-exempt Community Development Financial Institution (CDFI), founded in 1995, that engages in economic development activity in Mendocino, Lake, and Sonoma Counties. EDFC was formed through a partnership between Mendocino County's four incorporated cities and the County to coordinate and support economic development activity Mendocino County-wide--and has now expanded its business into Lake County and Sonoma County. (Services for Sonoma County are paid for through a service contract.)

When EDFC was formed, an assessment formula was developed by the participating entities—50 cents per capita for the County and 75 cents per capita for cities. Based on Ukiah's population of 16,607, the contribution for 2023-24 would be \$12,455.25. Noteworthy is the fact that, currently, Ukiah is the only entity in the county that is adhering to this funding formula. Other cities have provided funding intermittently and as funds are available; the County recently discontinued participation altogether, primarily due to budget constraints. In spite of this, City Staff is recommending continuation of support for this partnership with EDFC, as they provide critical financing and technical support for Ukiah businesses, as well as important linkages with other economic development entities. In light of these revenue shifts and the changing political climate, it is anticipated that EDFC will be evaluating their partnerships with other jurisdictions and their overall mission and, as a result, a different recommendation may come forth in the future. However, EDFC has continued to meet the conditions of their performance agreement with the City of Ukiah and provides significant business support in the community.

Discussion: Robert Gernert, Executive Director, will present EDFC's year-to-date activities to the Council. The 2022-23 agreement with EDFC is provided as Attachment 1. City of Ukiah Economic Development Staff monitors this agreement and serves on the EDFC board.

With the presentation of this year-to-date report, Staff has determined that EDFC has met the requirements of the 2022-23 performance agreement.

Council is asked to receive a brief presentation from EDFC and consider this request for funding in the amount

of \$12,455.25. If so desired, the Council may direct the City Manager to negotiate and execute a performance agreement with EDFC for the 2023-24 fiscal year.

Recommended Action: Receive report regarding the Economic Development and Financing Corporation (EDFC) and authorize the City Manager to negotiate and execute Performance Agreement between the City of Ukiah and EDFC.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 20012600.52100: \$12,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Economic Development and Financing Corporation

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP): GP-A2 - Economic Development Element

Approved: 
Sage Sangiacomo, City Manager

PERFORMANCE AGREEMENT
between the
CITY OF UKIAH
and the
ECONOMIC DEVELOPMENT AND FINANCING CORPORATON

This Agreement is made and entered on July 1, 2022 between the City of Ukiah, a California general law municipal corporation, herein called "City," and the Economic Development and Financing Corporation (EDFC), a California not-for-profit corporation formed pursuant to and in compliance with the laws of the State of California, herein called "EDFC." Individually, EDFC and City may be referred to in this Agreement as a "Party," and collectively as "the Parties."

RECITALS

1. The City is desirous of creating a vital economic development climate through collaborative projects and the promotion of locally owned and operated small businesses.
2. EDFC is organized to provide assistance to individuals and small business owners by coordinating economic development activities in Mendocino County and in particular, the City of Ukiah, for the purpose of creating, expanding or retaining businesses. EDFC has expertise in economic development and in securing financing in the form of loans, grants, capital and venture capital funding, to assist with the development, expansion and/or retention of businesses.
3. EDFC was created in 1995 by the County of Mendocino and its incorporated cities in order to facilitate a countywide approach to economic development. At that time, a formula was developed for funding, whereby each city would pay 75 cents per capita per year and the County would pay 50 cents per capita per year. This formula, however, is not binding; compensation may also be based on performance of the agreed-upon scope of services and other terms outlined in this Agreement.

NOW, THEREFORE, in consideration of the above-recited facts and terms and conditions stated below, the Parties agree as follows:

A. TERM

This Agreement shall be effective from July 1, 2022 and shall terminate on June 30, 2023.

B. SCOPE OF SERVICES

EDFC shall perform the Scope of Services set forth in Exhibit A.

C. RECORDS, REPORTS AND ACCOUNTABILITY

EDFC shall maintain a bookkeeping system and books of account in accordance with generally accepted accounting principles consistently applied, which outline the accounting and utilization of City funds paid to the EDFC for services defined in this agreement. City shall have access to said books of account during regular business hours for purposes of inspection and audit. EDFC shall fully cooperate with the City and its agents and accountants during any such inspection and audit, including, but not limited to, making its employees, accountants, bookkeepers, or officials available to provide any requested information or documents. As stated in the Scope of Services in Exhibit A, EDFC shall furnish detailed annual reports by June 1, 2022.

D. FINANCIAL COMPENSATION BY CITY

In consideration of the EDFC's performance of the above services, and under the terms of this Agreement, the City shall pay the EDFC the sum of Eleven thousand, nine-hundred eighty-two dollars and seventy-five cents (\$12,455.25) for fiscal year 2022-23 in order for the EDFC to accomplish the specific scope of work identified in Exhibit A. This sum of money shall constitute the entirety of City's financial contribution to the EDFC during the effective dates of this Agreement.

The compensation provided in this paragraph shall be paid to EDFC in installments as follows:

Terms of Payment. Payment to EDFC for services rendered in accordance with this contract shall be based upon submission of annual invoices for the work satisfactorily performed prior to the date of the invoice, which amounts shall be due and payable thirty (30) days after receipt by the City. The invoices shall be accompanied with a description of work performed on behalf of the City. Invoices shall be accompanied by documentation sufficient to enable the City to determine progress made.

E. INSURANCE AND INDEMNIFICATION

During the term of this Agreement, the EDFC agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all claims, losses, defense costs, or liability of any kind or nature which the City, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the EDFC's performance under the terms of this Agreement, excepting only liability arising out of the sole and active negligence of the City.

Without limiting the EDFC's indemnification, it is agreed that the EDFC shall maintain in force at all times during the performance of this Agreement, the following policy or policies of insurance summarized below and fully detailed in Exhibit A approved by the City and issued by admitted California insurers approved by the City covering its operations:

1. Comprehensive General Liability, including contractual liability, products, and completed operations and business automotive liability, all of which shall include coverage for both bodily injury and property damage with a combined single limit of One Million Dollars (\$1,000,000).

2. Worker's Compensation coverage at statutory limits.

The certificates of insurance and endorsements shall be completed to the satisfaction of the City.

Should the EDFC fail to comply with this paragraph then, the City shall have the right to immediately terminate this Agreement without further notice to EDFC.

F. RELATIONSHIP BETWEEN EDFC AND CITY

Nothing in this Agreement shall be construed as making the EDFC or any of its employees or representatives, the agent or employee of the City for any purpose, or any employee of the City an employee of the EDFC or creating between the City and the EDFC the relationship of legal partners or joint ventures. It is understood that the contractual relationship of the EDFC to the City is that of an independent contractor.

The key contact person involved in the implementation and administration of this Agreement with EDFC will be Robert Gernert, Executive Director of EDFC, or his designee. The key contact person for City of Ukiah will be Sage Sangiacomo, City Manager, or his designee.

G. TERMINATION FOR NON-PERFORMANCE

If any Party to this Agreement breaches any provision thereof, then the other Party may give the defaulting Party a notice to remedy such violation within thirty (30) days. The other Party may terminate the Agreement: (a) if such violation is not remedied within said 30 days; or (b) if the breach cannot be remedied within such time period.

Should this contract be terminated for breach on the part of the EDFC, in addition to any other remedies or compensation to which the City may be entitled, EDFC shall not be entitled to any further installment payments not yet paid at the time of breach.

A waiver by either Party of performance of any provision of this Agreement shall not amount to a future waiver of the strict performance of such provisions or of any other provision of this Agreement.

H. NON-PERFORMANCE DUE TO CONDITION BEYOND CONTROL OF PARTIES

If either Party is unable to perform its obligations under this Agreement due to conditions beyond its reasonable control, such as, but not limited to, changes in local, state, or federal laws or regulations arising from legislative changes, judicial interpretations of existing law, vote by the citizens of Ukiah, or administrative action, and not due to the fault or neglect of any Party, such failure to perform shall not be deemed a violation of this Agreement provided the Party whose performance is so prevented performs its obligation as soon as practicable after the occurrence of the event preventing performance under this Agreement. Such Party shall use reasonable diligence to put itself again in a position to carry out its obligations hereunder, and in the event such Party does not or cannot within a reasonable time put itself again in a position to do so, the other Party may, at its option, terminate this Agreement.

I. MISCELLANEOUS PROVISIONS

1. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver or modification of the Agreement or of any covenant, condition, or limitations herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in a proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing and duly executed. The provisions of this paragraph may not be waived, except as herein set forth.

2. SEVERABILITY

In the event any section, subsection, provision, or clause of this Agreement or any combination thereof is found to be unenforceable at law, inequity, or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not in any way affect the other sections, subsections, provisions, or clauses of this Agreement, which shall continue in full force and effect, and the unenforceable provisions shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by applicable law.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

3. NOTICE

Whenever notice is permitted or required by this Agreement, it shall be deemed given when deposited in the U.S. Mail with proper first-class postage affixed thereto and addressed or personally delivered to:

City of Ukiah
Attention: Sage Sangiacomo
300 Seminary Ave.
Ukiah, CA 95482

Economic Development & Financing Corporation
Attn: Robert Gernert
208 B South Oak St.
Ukiah, CA. 95482

4. DUPLICATE ORIGINALS

This Agreement may be executed in one or more duplicate originals, each bearing the original signatures of the parties. When so executed, each such duplicate original shall be admissible to establish the existence and terms of this Agreement.

5. AUTHORITY

The parties hereto acknowledge that they have the authority to execute this Agreement on behalf of the entity that they represent as herein set forth below.

6. GOVERNING LAW AND JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California. All legal actions arising under this Agreement shall be filed in the California state courts in Mendocino County, which shall have jurisdiction and venue over any such actions or proceedings.

7. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either, oral or in writing, between the parties hereto with respect to the terms and conditions contained herein, and contains all of the covenants and agreements between the parties with respect to this Agreement in any manner whatsoever. Each Party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which is not embodied herein, and that no other agreements, statement, or promise not contained in this agreement shall be valid or binding.

8. PLAIN MEANING

This Agreement shall be interpreted in accordance with its plain meaning, neither for nor against any Party.

9. HEADINGS AND CONTEXT

The headings of this Agreement are inserted for convenience only and do not define, limit or extend the scope or intent of this agreement or any provision thereof. When the context permits, a word or phrase used in the singular means the plural and when used in any gender, its meaning also includes all genders.

10. MERGER

This Agreement constitutes the entire understanding between the parties as to the terms and conditions contained herein, all previous understandings being merged herein.

11. ADEQUATE ASSURANCES

Each Party shall execute, acknowledge and deliver such additional documents, writings or assurances as the other may periodically require so as to give full force and effect to the terms and provisions of this Agreement.

12. CONSTRUCTION OF AGREEMENT

This Agreement has been reviewed by separate counsel for both parties. Any ambiguity existing in this Agreement shall not be construed against either Party as the drafter of this Agreement.

13. TIME

Time is of the essence of this Agreement.

Acknowledgement:

IN WITNESS WHEREOF, this Agreement is executed by the City of Ukiah and the EDFC, by their duly authorized representatives, on the Effective Date.

CITY OF UKIAH

ECONOMIC DEVELOPMENT &
FINANCING CORPORATION

By: 
Sage Sangiacomo, City Manager

By: 
Robert Gernert, Executive Director

ATTEST: 
Kristine Lawler (Dec 5, 2022 08:20 PST)
Kristine Lawler, City Clerk

EXHIBIT A

ECONOMIC DEVELOPMENT & FINANCING CORPORATION SCOPE OF SERVICES

Contractor shall provide the following services:

1. Assist the City during the term of this agreement with support and coordination of economic development activities that encourage job retention, business expansion and business relocation within and to the City of Ukiah by coordinating activities with the County of Mendocino, tribal governments, Workforce Alliance of the North Bay, West Business Development Center/Mendocino SBDC, Sonoma Mendocino Economic Development District, and the Greater Ukiah Business and Tourism Alliance.

Performance Indicators

- § Provide key collateral in Spanish and procure translation services as necessary to more effectively reach the LatinX business community.
 - § Continue to maintain current economic and demographic data for the Ukiah area on EDFC's website.
 - § On a quarterly basis, make site visits to Ukiah-area businesses to share program info and determine needs, possibly in conjunction with other organization(s).
 - § Continue to distribute the Resource Guide.
2. Provide services and programming as the local Community Development Financial Institution (CDFI).
 3. Assist with locating grant funding, loans, private and public capital, and venture capital funds to support Ukiah businesses and the City of Ukiah. Of particular interest are grants and low-interest loans that would assist with façade improvements and code-required improvements (seismic retrofits, fire sprinklers, ADA improvements, etc.).

Performance Indicators

- § In the year-end report, detail the number of businesses assisted and the total amount of funds awarded to EDFC in the contract year that support economic development activities in the Greater Ukiah Valley.
4. Meet as needed with the City of Ukiah Business Liaison and inform the Liaison (by phone or email) when assistance is either requested by or provided to a business within the Ukiah city limits.

Performance Indicator

- § Contact Business Liaison as required.
5. Communicate activities, service delivery, and fiscal reports to the City.

Performance Indicator

- § Submit a detailed annual report to the City Staff and City Council regarding activities and services during contract period and including the work plan for the up-coming year.



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Award of Bid for the Orr Street Bridge Deck Replacement, Specification No. 23-06.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. Orr Street Bridge Replacement Spec No. 23-06 PLANS

Summary: Council will consider awarding a construction contract for the Orr Street Bridge Deck Replacement, Specification No. 23-06.

Background: The City of Ukiah received and implemented a Community Development Block Grant to fund a study of the Orr Street corridor, including the dilapidated bridge on Orr Street. Additionally, a City Council Ad Hoc Committee was formed to help provide direction on this item. In June 2023, the City Council approved the plans and specifications for the replacement of the deck on the Orr Street Bridge, and Staff released a request for bid on August 11, 2023. A copy of the plans can be found in Attachment 1.

Discussion: The bid notice was distributed to the Builder's Exchanges, as well as contractors on the Qualified Bidder's list. A mandatory pre-bid meeting was conducted on August 22, 2023. Bids are due and will be opened at 2 pm on September 19, 2023. Following the bid opening, Staff will be submitting a supplementary memo to Council with an award recommendation for consideration in time for the September 20, 2023, Council meeting.

The memo will be accompanied by the bid tabulation and the lowest responsive, responsible bidder's bid documents. Depending on the final bid amount, the recommended action will be adjusted to possibly include a budgetary recommendation. The project is scheduled for construction this fall.

Recommended Action: Award the bid for the Orr Street Bridge Deck Replacement, Specification No. 23-06.

BUDGET AMENDMENT REQUIRED: TBD

CURRENT BUDGET AMOUNT: TBD

PROPOSED BUDGET AMOUNT: TBD

FINANCING SOURCE: Orr Street Bridge Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

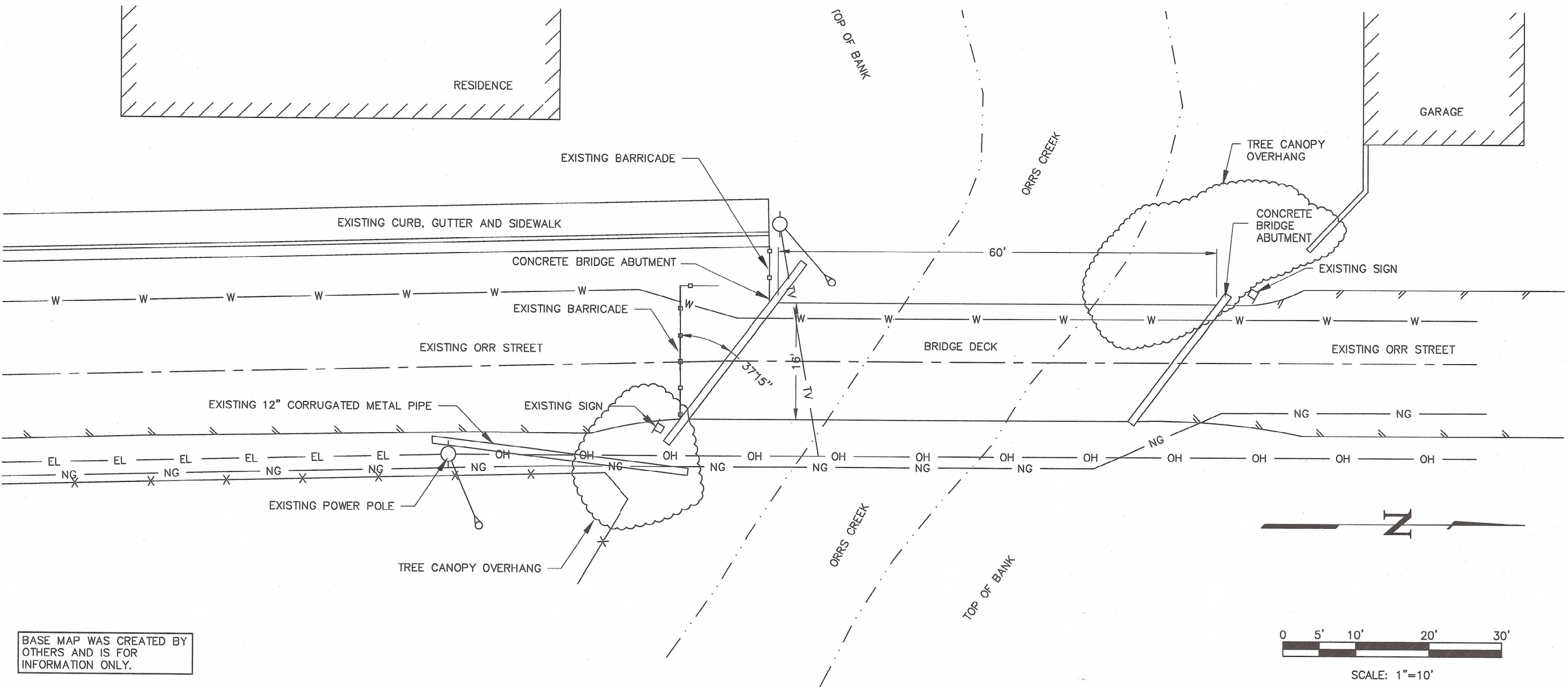
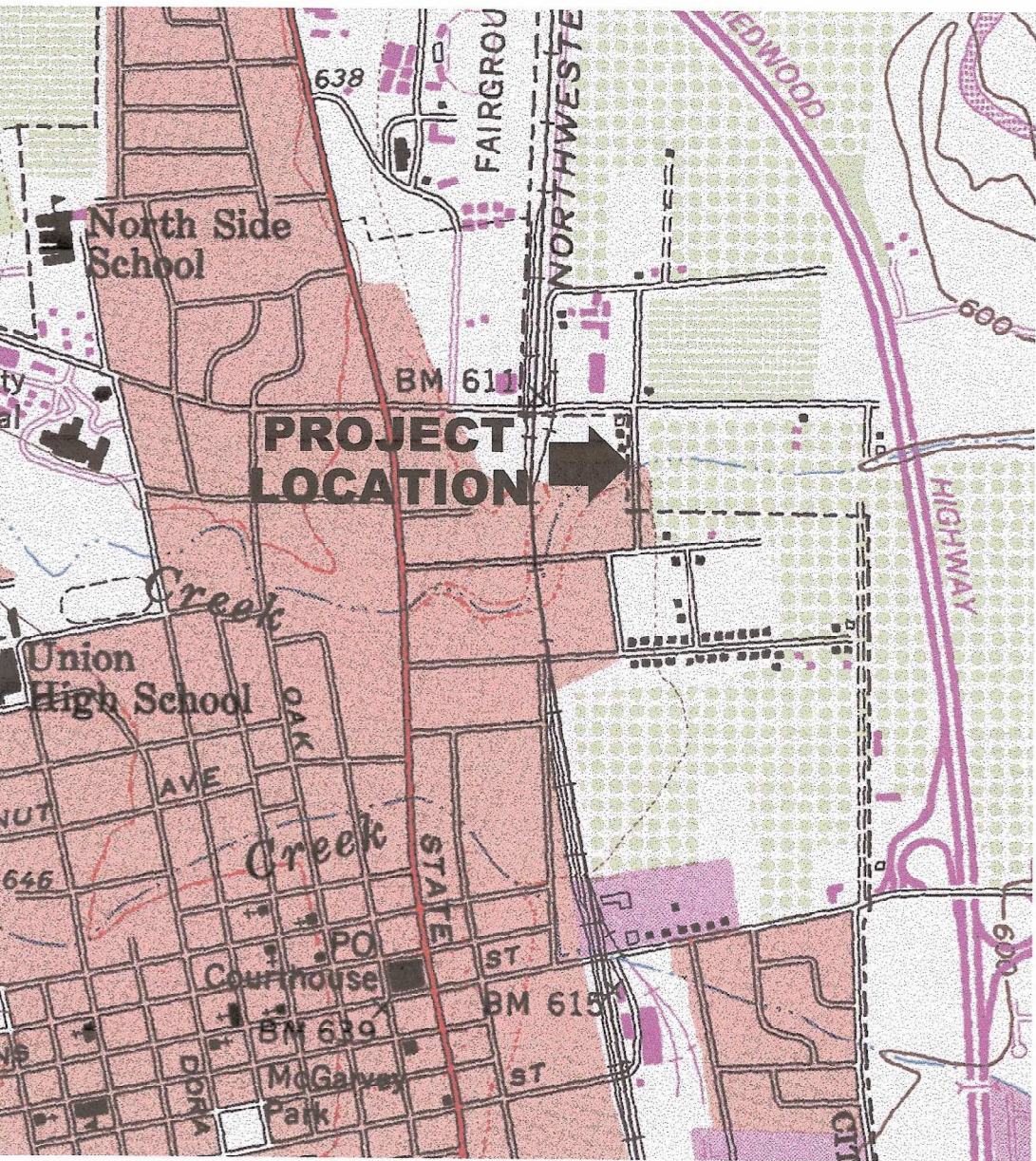
DIVERSITY-EQUITY INITIATIVES (DEI): n/a

CLIMATE INITIATIVES (CI): n/a

GENERAL PLAN ELEMENTS (GP): n/a

Approved: 
Sage Sangiacomo, City Manager

ORR STREET BRIDGE
CITY OF UKIAH
BRIDGE DECK REPLACEMENT PROJECT
UKIAH, MENDOCINO COUNTY, CALIFORNIA



BASE MAP WAS CREATED BY
OTHERS AND IS FOR
INFORMATION ONLY.

[Signature]
CITY ENGINEER / PUBLIC WORKS DIRECTOR
TIM ERIKSEN, PE

8/11/23
DATE

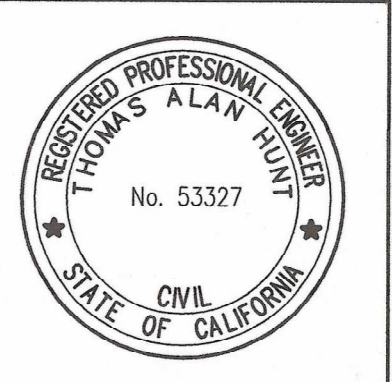


SHEET NO.	DESCRIPTION
C1.0	EXISTING SITE PLAN, LOCATION MAP, VICINITY MAP, SHEET INDEX
C2.0	EXISTING SITE CONDITIONS & DEMOLITION PLAN, NEW BRIDGE DECKING PLAN
C3.0	NEW GUARD RAILING PLAN AND DETAILS
C4.0	BRIDGE STRUCTURAL FRAMING, SECTIONS, AND DETAILS
C5.0	CORRUGATED STEEL DECKING DETAILS
C6.0	EROSION AND SEDIMENT CONTROL DETAILS
C7.0	EROSION AND SEDIMENT CONTROL DETAILS

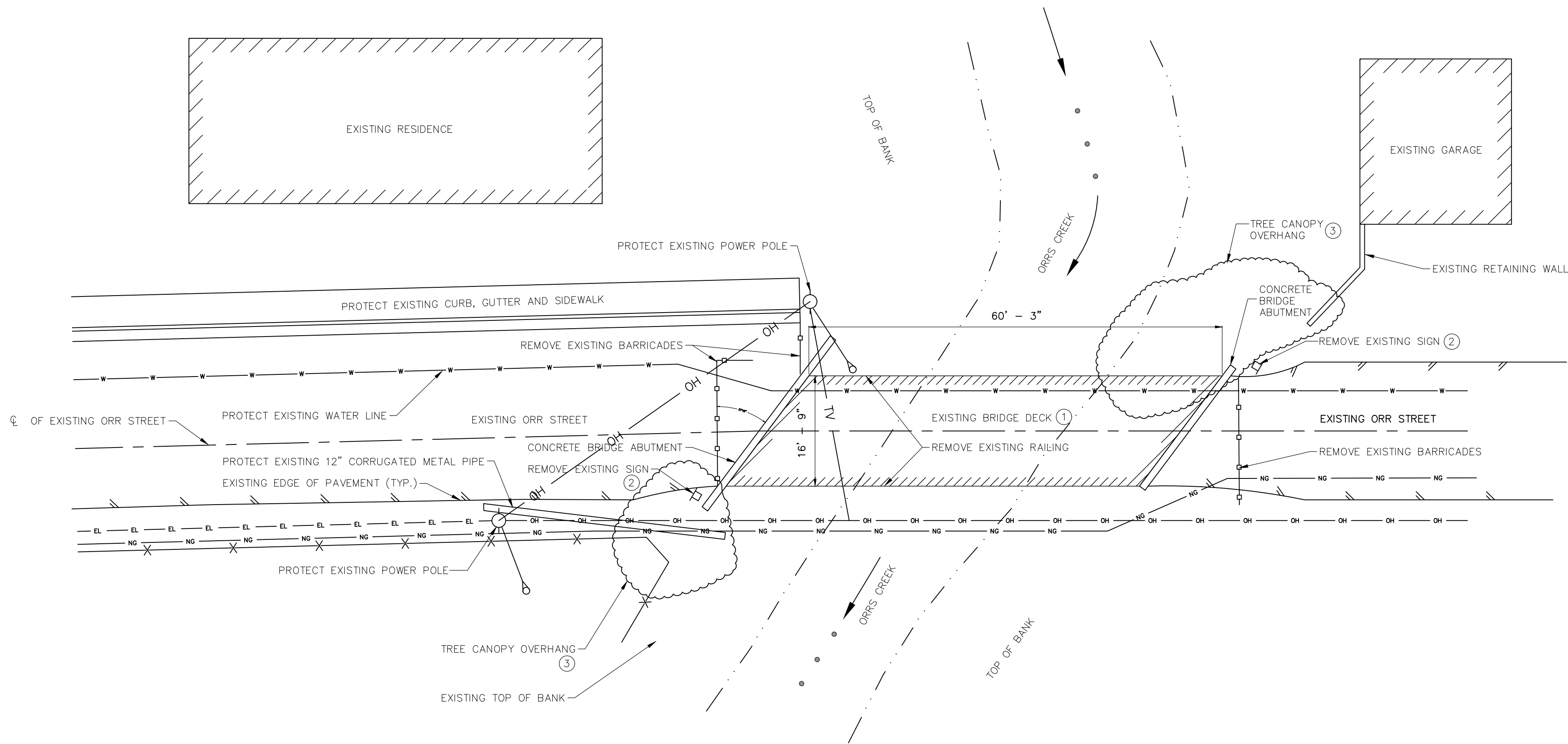
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NO.	HISTORY / REVISION	BY	CHK.	DATE
0	ISSUE	ZH	TAH	8-5-2019
1	MINOR REVISIONS	ZH	TAH	9-4-2019
2	MINOR REVISIONS	ZH	TAH	3-16-2020

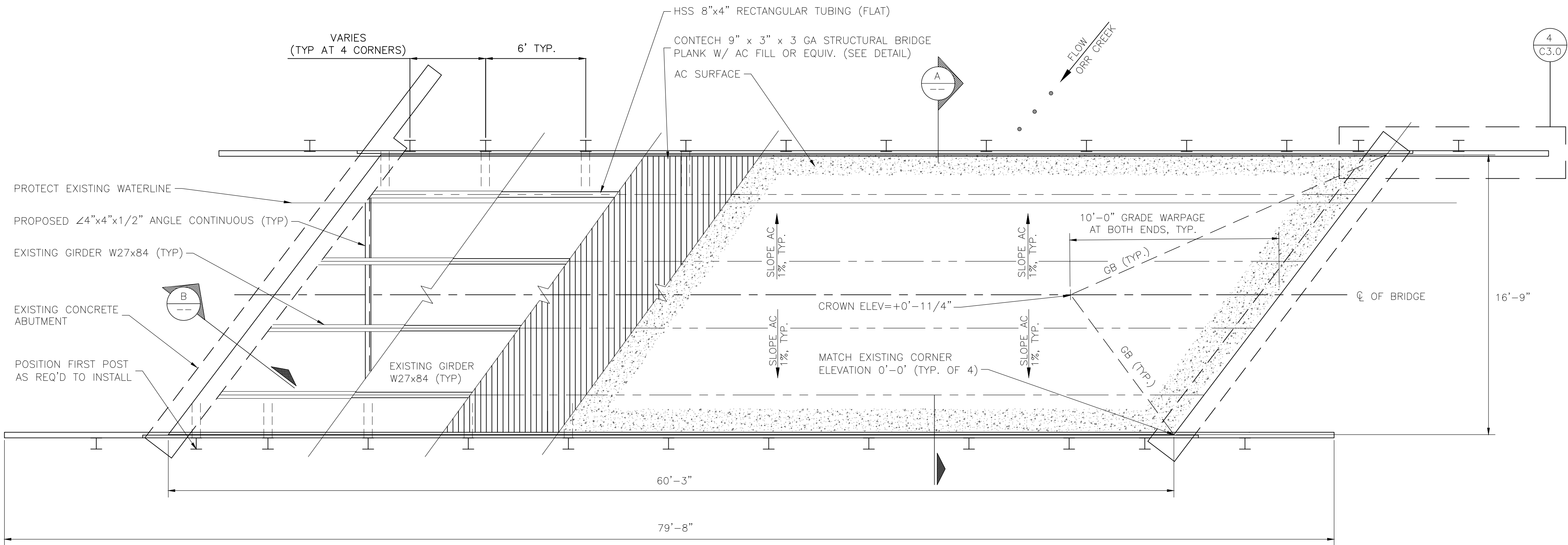
ORR STREET BRIDGE REHABILITATION
CITY OF UKIAH,
DEPARTMENT OF PUBLIC WORKS
300 SEMINARY AVENUE, UKIAH, CALIFORNIA 95482-5400
EXISTING SITE PLAN, LOCATION MAP,
VICINITY MAP, SHEET INDEX



DRAWN	ZH
CHECK	TAH
APPROVED	TAH
DATE	3/16/2020
JOB NUMBER	6883.37
SHEET	C1.0



EXISTING CONDITIONS AND DEMOLITION PLAN
SCALE: 1/4" = 1'-0"



NEW BRIDGE DECK ASSEMBLY PLAN
SCALE : 1/4" = 1'-0"



NOTES:

EXISTING BRIDGE DECK DEMO:

- EXISTING BRIDGE DECK CONSISTS OF 2 LAYERS OF PRESSURE TREATED WOOD TIMBERS, 3"x12" AND 4"x12", PLYWOOD, BOLTS AND OTHER HARDWARE. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND LEGALLY DISPOSING OF THESE MATERIALS OFFSITE.
- EXISTING SIGNAGE TO BE RELINQUISHED TO THE CITY OF UKIAH.
- CONTRACTOR TO REMOVE ALL BRUSH, VEGETATION AND TREE LIMBS THAT ENCROACH ON CONSTRUCTION SITE UP TO 16' HIGH.

NOTES:

PROPOSED BRIDGE DECK INSTALLATION (SEE SHEET C5.0):

- ALL BRIDGE DECKING SHALL CONFORM TO ASTM A1011 STANDARD SPECIFICATION, MEETING A MINIMUM YIELD OF 40ksi.
- ALL ANGLES, PLATES AND GIRDERS SHALL CONFORM TO ASTM A36 STANDARD SPECIFICATION.
- ALL STRUCTURAL TUBING SHALL CONFORM TO ASTM A46 STANDARD SPECIFICATION, MEETING A MINIMUM YIELD OF 40ksi.
- ALL STRUCTURAL BOLTS SHALL CONFORM TO ASTM A307 STANDARD SPECIFICATION.
- 3" LONG FILLET WELD THICKNESS OF DECK AT EACH GIRDER.
- WELD HSS TUBE TO GIRDER USING W/ 3" LONG FILLET @ 12" o.c.
- WELD HSS TUBE TO BRIDGE PLANKS USING 3/16" FILLET WELD.
- SPICES TO BE STAGGERED AND OVER GIRDERS.
- CORRUGATION DECKING END SPICES ARE TO BE BUTT WELDED.
- CUT DECKING AT EACH GUARD RAIL SUPPORT AS REQUIRED AND FILLET WELD.
- CREST OF CORRUGATION TO ABUT END ANGLE OR CLOSURE PLATE.

CONTECH RECOMMENDED WELDING PROCEDURES:

- ALL 70XX WELDING ELECTRODES SHALL BE IN CONFORMANCE TO AWS SPECIFICATIONS.
- PRIOR TO WELDING, ALL METAL SURFACES SHALL BE FREE OF CORROSION AND SLAG.
- WELD EACH PLANK TO ALL STRINGERS WITH FILLET WELDS 3" LONG WITH 1/8" BEAD THICKNESS.
- OVERLAPPED PLANKS ARE JOINED WITH A 1/8"x1" LONG FILLET WELD EVERY 12" ALONG THE LENGTH OF THE PLANKS.
- END SPICES ARE TO BE STAGGERED, LOCATED OVER THE STRINGERS AND BUTT WELDED AT THE CRESTS.

CORRUGATION	MATERIAL	THICKNESS	ELECTRODE TYPE	ELECTRODE DIAMETER	AMPERES
9" X 3"	ASTM A1108 BLACK GRADE 40	3, 5/16" AND 3/8"ga.	AWS E7018 E6010	1/8" OR 5/32" 1/8" OR 5/32"	115 - 220 110 - 170

ASPHALT SURFACE APPLICATION:

- ASPHALT SHALL CONFORM TO TYPE A 1/2" MIXED ROCK PERFORMANCE GRADE 64-16 MIX DESIGN.
- CLEAN METAL SURFACES OF ALL FOREIGN MATTER.
- APPLY A TACK COAT OVER THE FLOOR SURFACE. (CALTRANS TACK OIL SPEC.)
- FILL AND COMPACT ALL CORRUGATIONS WITH ASPHALT TO THE TOP OF THE FLOOR.
- OVERLAY A LEVELING COURSE AND ADDITIONAL COURSES AS NECESSARY TO FINAL WEARING COURSE AND COMPACT TO REQUIRED DENSITY. (1/2" AC PG-64 MIX DESIGN)
- THE FINAL WEARING COURSE SHOULD HAVE A 2" CROWN AT THE CENTERLINE OF THE ROADWAY SLOPED TO 1" AT EACH OUTER EDGE OF THE DECK.

NO.	HISTORY / REVISION	BY	CHK	DATE
0	ISSUE	ZH	TAH	8-5-2019
1	MINOR REVISIONS	ZH	TAH	9-4-2019
2	MINOR REVISIONS	ZH	TAH	3-16-2020

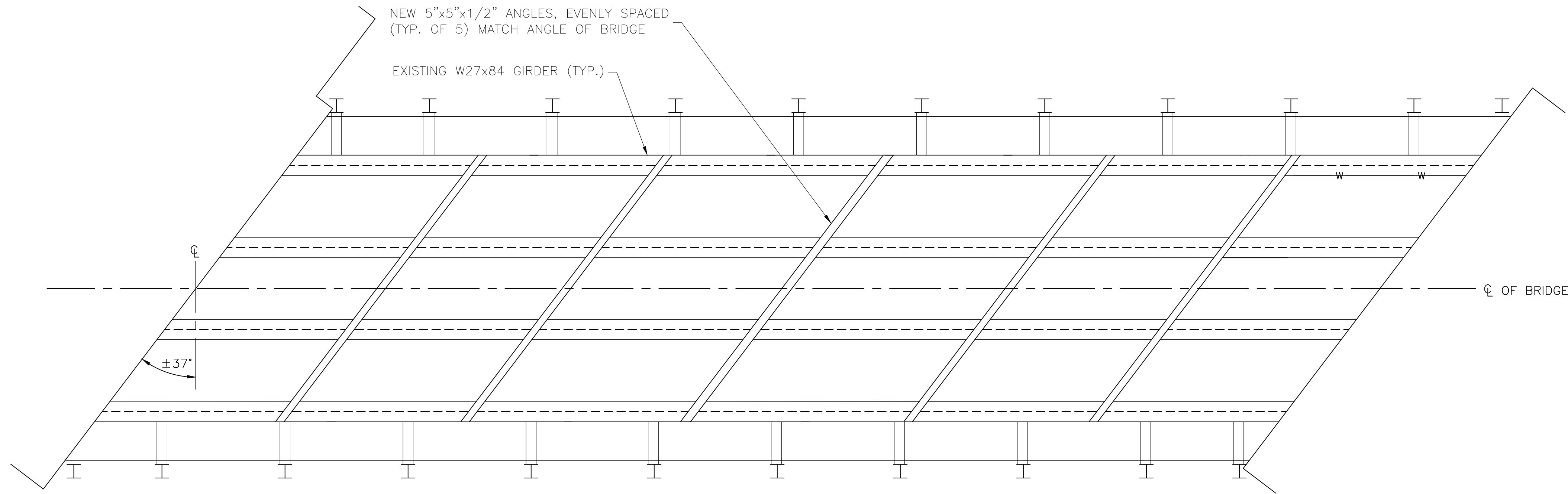
ORR STREET BRIDGE REHABILITATION
CITY OF UKIAH,
DEPARTMENT OF PUBLIC WORKS
300 SEMINARY AVENUE, UKIAH, CALIFORNIA 95482-5400
EXISTING CONDITIONS AND DEMOLITION PLAN,
NEW BRIDGE DECKING PLAN



DRAWN	ZH
CHECK	TAH
APPROVED	TAH
DATE	3/16/2020
JOB NUMBER	6883.37
SHEET	

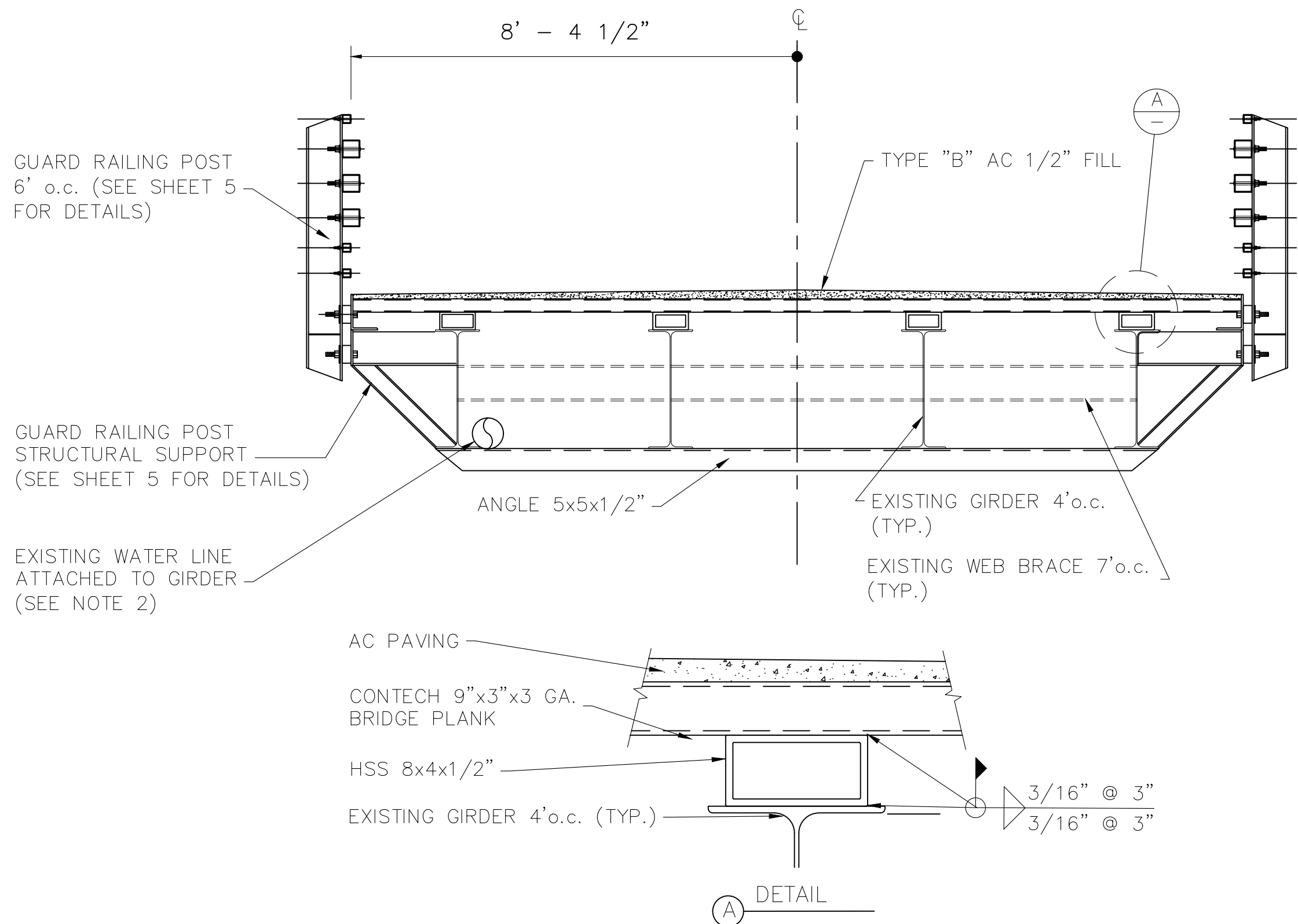


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CHECK	TAH
APPROVED	TAH
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SHEET	



PLAN - BOTTOM VIEW OF FRAMING

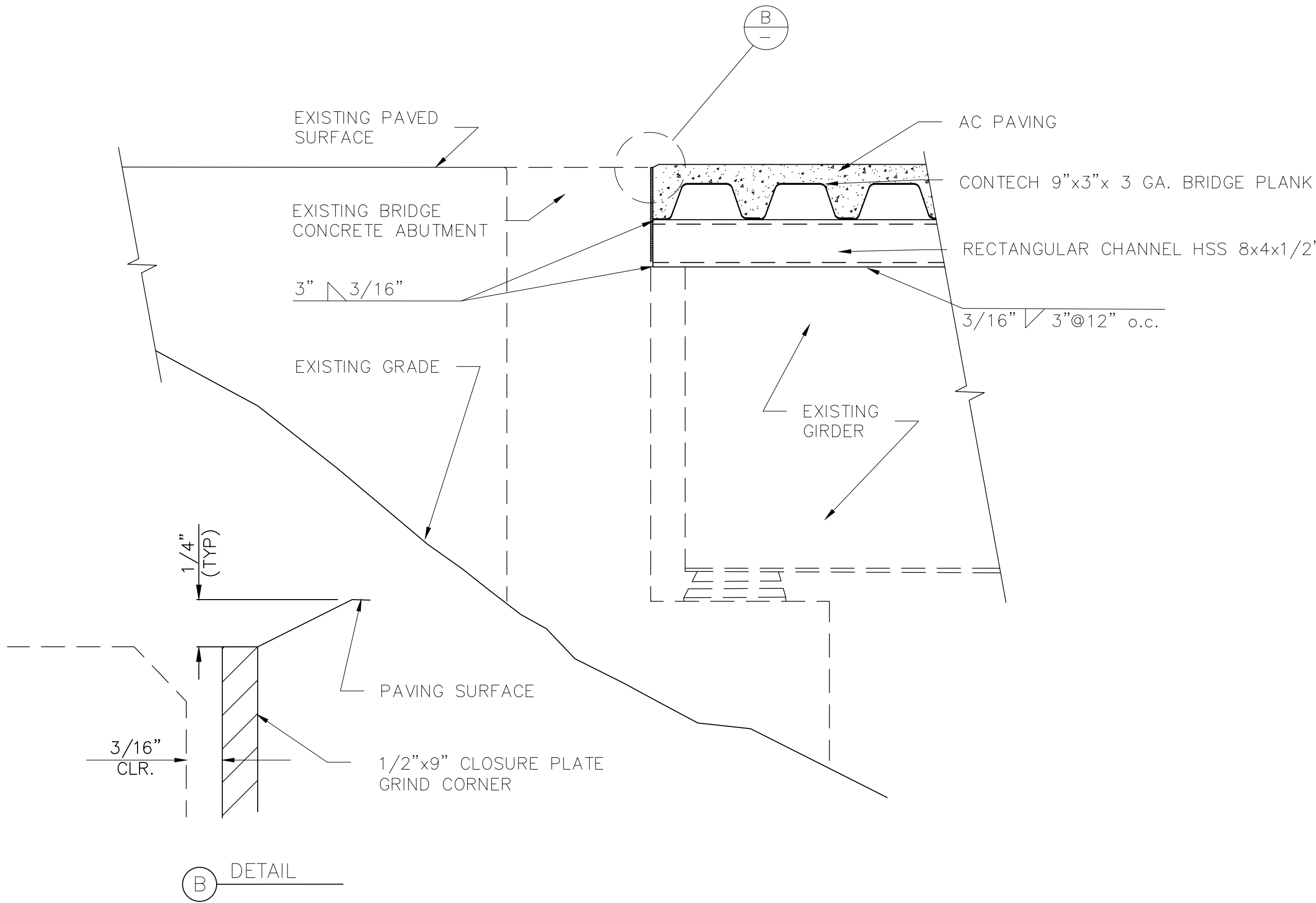
SCALE: 1" = 40'-0"



- NOTES:
1. HSS 8"x4"x1/2" WELDED TO EXISTING GIRDERS.
 2. CORRUGATED BRIDGE PLANKS WELDED TO HSS 8"x4"x1/2".
 3. FUR CROSS TIE AS NEEDED WHERE CLEARANCE CONFLICT WITH WATER LINE OCCURS.

A-A BRIDGE SECTION

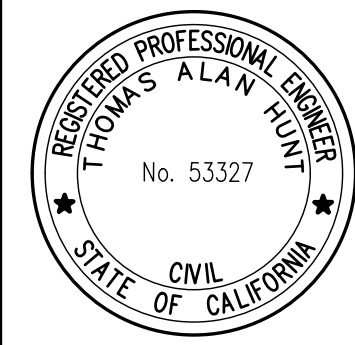
SCALE: 1/2"= 1'-0"



ABUTMENT SECTION B-B

SCALE: 1 1/2"= 1'-0"

ORR STREET BRIDGE REHABILITATION
CITY OF UKIAH,
DEPARTMENT OF PUBLIC WORKS
300 SEMINARY AVENUE, UKIAH, CALIFORNIA 95482-5400
BRIDGE STRUCTURAL FRAMING PLAN AND DETAILS



DRAWN	ZH
CHECK	TAH
APPROVED	TAH
DATE	3/16/2020
JOB NUMBER	6883.37
SHEET	

C4.0

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NO.	HISTORY / REVISION	BY	CHK.	DATE
0	ISSUE	ZH	TAH	8-5-2019
1	MINOR REVISIONS	ZH	TAH	9-4-2019
2	MINOR REVISIONS	ZH	TAH	3-16-2020



AGENDA SUMMARY REPORT

SUBJECT: Status Report of the Emergency Contract with West Coast Fire & Water for Fire Remediation Work at the Electric Utility Service Center at Hastings.

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers, Electric Utility Director

PRESENTER: Cindy Sauers, Electric Utility Director.

ATTACHMENTS:

1. West Coast Fire Water - Hastings Fire Remediation Work - 2223-177 - signed

Summary: The Council will receive a status report of the emergency contract with West Coast Fire & Water for fire remediation work at the Electric Utility Service Center at Hastings, and will consider approving the work to continue under the emergency contract.

Background: The Ukiah City Council approved the purchase of 2.8 acres with a 15,800 sq. ft. building located at 1350 Hastings Rd (The Electric Service Center) to house the Electric Utility Department's operations. The Electric Service Center will centralize electric operations for Engineering, Construction and Technical Services. In addition, the Department intends to use the Electric Service Center for training, material warehousing and construction preparation.

On August 5, 2020, the City Council adopted the plans and specifications for the grading, fencing, roofing and electric equipment relocation. This work was completed on March 2, 2023.

On the morning of March 8, 2023, a fire broke out at the Electric Utility Department's Service Center located at 1350 Hastings Road. The source of the fire was the electrical failure of a bathroom ceiling fan. The Ukiah Valley Fire Authority responded to the incident, and was successful in putting the fire out. However, significant smoke and water damage occurred, as well as structural damage to the building.

West Coast Fire and Water was contacted and was able to respond in a timely manner to assess the fire, smoke and water damage. They were able to secure the building and cover exposed areas to prevent additional water intrusion from the impending precipitation. The City Purchasing, Risk Management, and Electric Departments worked with McLarens, the Claims Adjuster for the City's self-insured liability Program through its membership in the California Intergovernmental Risk Authority (CIRA), and West Coast Water and Fire to develop a Scope of Work and Contract for the remediation of the fire, water, and smoke damage. Please see Attachment 1 for a copy of the agreement.

There are no expected costs to the City at the time, as the City opted to review all invoices and provide authority to McLarens to pay West Coast directly. The City, however, executed a contract with West Coast Fire and Water to complete the Scope of Work.

The initial cost estimate for this remediation was over \$200,000. The scope of work that is being performed under this contract falls under the definition of "public project", as it involves demolition and repair work involving a publicly owned facility. The City Manager, under his authority, authorized proceeding with the work as an emergency, since the event was sudden and unexpected, and required immediate action for the protection of City (public) property. Due to structural issues, and immediate mold growth, time was of the

essence, and bidding for this work as per the normal requirements of the California Uniform Cost Accounting Act, was not an option. Under these circumstances, public bidding is excused. At their Council meeting on April 5, 2023, the Council initially received the report regarding this contract, and approved by a four-fifths vote for the work to continue under these emergency circumstances.

Discussion: As of Friday, April 7, 2023, the remediation work on the structure was completed. After two rounds of cleaning the electronics, all items have been returned and appear to be in working order. The City has a two-year warranty period should there be additional issues with the equipment. As part of the assessment of damages, McLarens required an independent estimate of damage to restore the building to pre-fire condition. This was required to evaluate the estimate provided by the City's structural engineering consultant and architect. On September 5, 2023, the City received an estimate of \$471,488.51 for the building repairs. This estimate does not include the cost of the remediation performed by West Coast Fire and Water, electronics cleaning, or reimbursement for the contents of the building. Staff will continue to work with West Coast Fire and Water and the insurance provider to wrap up these items.

Staff is requesting the Council's approval to continue using the emergency contract.

Recommended Action: Receive a status report, and approve the continued work on the emergency contract with West Coast Fire & Water for Fire Remediation Work at the Electric Utility Service Center at Hastings.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Insurance Proceeds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2223-177

COORDINATED WITH: Cindy Sauers, Electric Utility Director, Sheri Mannion, HR & Risk Management Director and Dave Rapport, City Attorney

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved:


Sage Sangiacomo, City Manager

COU 2223-177

SHORT FORM CONSTRUCTION CONTRACT

This Agreement is made and entered on March 13, 2023, in Ukiah, California, by and between Bridges Restoration LLC, dba West Coast Fire & Water, a limited liability company ("Contractor") and the City of Ukiah ("City"), a general law municipal corporation.

RECITALS:

1. The plans and specifications for this work ("the Work") are contained in Exhibit A, which is attached hereto and incorporated herein by this reference.
2. Contractor is properly licensed and qualified to perform the work.
3. Whenever this Agreement calls for City approval or notification, the approval or notification must be signed by the City Manager or his or her designee.

AGREEMENT:

Wherefore, in consideration of the foregoing facts and the terms and conditions as further stated herein, the parties hereby agree as follows.

1. PERFORMANCE OF THE WORK

Contractor will perform the Work as further provided herein.

1.1 Time of Performance. Time is of the essence, and the Contractor shall commence the work as soon as possible following the issuance of a "Notice to Proceed".

1.1.1. N/A [check if applicable] 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 1.1.2, 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, subject to Sections 1.13-1.14, below, 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.

1.1.2 N/A [check if applicable] 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.

1.2 Construction of Contract Documents. Contractor will perform the Work in compliance with the plans and specifications set forth in the attached Exhibit A. If there is any inconsistency or conflict between the plans and the specifications, the specifications will prevail. If there is any inconsistency between the plans and the specifications and this agreement, the terms of this Agreement shall prevail, unless expressly stated otherwise in a particular specification.

1.3 Contractor furnished items. Contractor will furnish all necessary labor, materials, tools, equipment, and transportation necessary to perform the Work.

1.4 SB 854 requirements

1.4.1 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

1.4.2 No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

1.4.3 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

1.4.4 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. All contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

1.4.5 The Prime Contractor is required to post job notices at the job site as prescribed by regulations (currently, 8 CCR §16451(d).)

1.5 Use of Employees.

1.5.1. Contractor and any subcontractors shall pay all mechanics and laborers employed by them to work 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.

1.5.2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the City, \$50.00 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.

1.5.3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, City 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 workers concerned. Copies of the General Prevailing Wage Determination are on file in the office of the City Engineer and are available to the Contractor on request. The Contractor shall post the wage determination at the site of work in a prominent place where the workers can easily see it.

1.5.4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained from the City Engineer. 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.

1.5.5. Travel and Subsistence Payments.

Contractor shall make travel and subsistence payments to each worker needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

1.5.6. 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.

Copies of Labor Code Sections 1771 (requiring prevailing wages), 1775 (imposing penalties, including a \$50 per day, per worker forfeiture, for failure to pay prevailing wages), 1776 (requiring contractor to maintain available for inspection certified payroll records), 1777.5 (requiring certain apprenticeship programs), 1813 (imposing penalties for failure to make records available for inspection) and 1815 (requiring time and ½ for overtime) are available at the Department of Industrial Relations website at <http://www.dir.ca.gov/>

1.6 CITY Inspector. CITY may designate an architect, engineer, other design professional or other inspector ("Inspector") to supervise and/or inspect Contractor's performance of the Work. The Inspector shall have no authority to change the Work, the compensation for performing the Work or the time for completing the Work without City's prior written approval. City shall notify the Contractor in writing, if it designates an Inspector.

1.7 Site Conditions. Contractor acknowledges that it has inspected the work site and any improvements involving the Work and satisfied itself as to the conditions which can affect the Work or its cost. Contractor has not relied on any representation by CITY or its officers or employees as to the condition of the site or the houses or any condition that might affect the cost of performing this Agreement.

1.8 New Products Required. All equipment, materials or fixtures furnished by Contractor under this Agreement shall be new and of the most suitable grade for the intended purpose, unless otherwise specifically provided.

1.9 Compliance with Laws. The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work.

1.10 Protection of Site and Improvements. The Contractor shall preserve and protect the site, grounds and any involved improvements and shall not alter or damage any portion thereof, except as is absolutely necessary in order to perform the Work. The Contractor shall repair or replace, as directed by CITY, any property that it damages, loses or destroys in violation of this paragraph. Contractor shall assume full responsibility for maintaining the safety of the worksite in compliance with all applicable state and federal worker safety and protection laws and shall maintain the worksite in compliance with all such laws.

1.11 Inspection of Work. The Contractor shall ensure that the Work is available for inspection by CITY or its Inspector at all reasonable times and that no work is covered up or rendered incapable of inspection without prior notice to CITY or its Inspector and a reasonable opportunity for inspection. The presence or absence of an CITY inspector or the conduct of an inspection by CITY or its Inspector shall not relieve the Contractor from any contract requirement or compliance with Exhibit A.

1.12 Title. The Contractor warrants that it conveys full and complete title, free of all liens and encumbrances, to all materials, supplies, fixtures and equipment furnished to CITY under this Agreement and agrees to fully defend and indemnify CITY, its officers and employees, and the houses and homebuyers included in the Work from and against any claim, lien, charge, debt, cost, expense or liability arising from a breach of said warranty.

1.13 Warranties. [N/A] In addition to any other warranties in this contract, the Contractor warrants that the Work conforms to the contract requirements and is free of any defect in equipment, material or workmanship for a period of one year from the date of final acceptance of the Work by CITY. If CITY accepts any part of the Work before final acceptance of the entire Work, the warranty shall continue for the period of one year from the date of such partial acceptance. The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. [Initial if following sentence applies /_/_/] CITY shall retain N/A% of the Contract Amount to secure the Contractor's warranty and shall remit the unused portion of that amount at the end of the warranty period. The time limit of this warranty shall not apply to any latent defects, or gross negligence or fraud on the part of the Contractor.

1.14. Extension of Time.

Should any delays occur which the City 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 City 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 City within 45 days of the occurrence unless the City specifies in writing a longer period. All claims for a time extension must be approved by the City and incorporated into a written change order.

1.15. 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 City, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day that 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.

1.16. 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 City.

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 City and that such permission may be revoked at any time by the City if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

1.17. 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 1 ½ 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.

2. CONTRACT PRICE

The Contractor will be paid for performance of this Agreement time and materials plus subcontractors will be added as invoice plus 20% per rate sheet provided as Exhibit B.

3. PAYMENT OF CONTRACT PRICE

3.1 City authorizes McLarens to pay Contractor solely and directly for the completed work performed pursuant to this contract. All payments under this contract shall be made upon the presentation of certificates in writing to the City and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract. Within fifteen days of the City's receipt of the certificate of payment, City shall review and forward

authorization for payment to McLarens for its review, approval, and payment to the Contractor.

If, for any reason, Customer receives a check from Insurance Company made payable to Customer, Customer agrees to pay West Coast Fire and Water immediately upon receipt of the check. In order to expedite payment to Contractor, Customer hereby appoints Contractor as attorney-in-fact, authorizing Contractor to endorse Customer's name on Insurance Company checks or drafts, and to deposit insurance checks for the services provided in the amount invoiced.

4. INDEMNIFICATION AND INSURANCE.

4.1 Indemnification. 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.

4.2 Insurance. 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 agents, representatives, employees or subcontractors.

4.2.1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial **General Liability coverage** (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Worker's Compensation** insurance as required by the State of California and Employer's Liability Insurance.

4.2.2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations.** If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence

basis.

- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Worker's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4.2.3. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

4.2.4. REQUIRED Insurance Provisions

Proof of **general liability and automobile liability** policies are to contain, or **be endorsed** to contain, the following provisions:

A. 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.

B. **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. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Contractor's insurance coverage shall be **primary insurance** with respect 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 Contractor's insurance and shall not contribute with it.

D. 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.

E. **Note: (This protects the Contractor)** -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.

5. TERMINATION.

This Agreement may only be terminated by City: 1) for breach of the agreement; 2) because funds are no longer available to pay Contractor for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Contractor was retained. City shall notify Contractor of any alleged breach of the agreement and of the action required to cure the breach. If Contractor 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 Contractor. City shall pay the Contractor only for services performed and expenses incurred as of the effective termination date, unless terminated because the Contractor has failed to satisfactorily cure a breach after notice in which event City shall:

- a. retain any amounts earned under the Contract but not yet paid by City;
- b. take possession of all material and fixtures on the job site;
- c. have the right to complete the Work and recover from Contractor any increased cost to complete the Work above the amounts that would have been paid to Contractor hereunder, together with any other damages suffered by City as a result of said breach.

6. MODIFICATION OF AGREEMENT.

City may, from time to time, request changes in the Work, the time to complete the work or the compensation to be paid for the Work. Such changes must be incorporated in written amendments to this Agreement. To be effective, all such changes as referred to in this section must be agreed upon in writing by both parties to this agreement.

7. ASSIGNMENT.

The Contractor shall not assign any interest in this Agreement, and shall not transfer any

interest in the same (whether by assignment or novation), without the prior written consent of City.

8. APPLICATION OF LAWS.

The parties hereby agree that all applicable Federal, State and local rules, regulations and guidelines not written into this Agreement shall hereby prevail during the period of this Agreement.

9. INDEPENDENT CONTRACTOR.

It is the express intention of the parties hereto that Contractor 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 Contractor 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 Contractor and City.

Contractor 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. Contractor 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 Contractor, including the legal costs associated with defending against any audit, claim, demand or law suit.

Contractor warrants and represents that it is a properly licensed for the work performed under this Agreement 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.

10. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California and any legal action concerning the agreement must be filed and litigated in the proper court in Mendocino County, each party consenting to jurisdiction and venue of California state courts in Mendocino County.

11. SEVERABILITY.

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. INTEGRATION.

This Agreement, including the exhibits attached hereto, contains the entire agreement among the parties and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations among the parties. No amendments to this Agreement shall be binding unless executed in writing by all of the parties.

13. WAIVER.

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. NOTICES.

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

CONTRACTOR

Bridges Restoration, LLC
dba West Coast Fire & Water
5846 Live Oak Drive
Kelseyville, CA 95451
Email: lmartinez@westcoastfireandwater.com

CITY

City of Ukiah

300 Seminary Ave.
Ukiah, CA. 95482
Email: purchasing@cityofukiah.com

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

15. PARAGRAPH HEADINGS.

The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this agreement.

16. EXECUTION OF AGREEMENT.

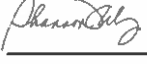
This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of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

WHEREFORE, the parties have entered this Agreement on the date first written above.

CONTRACTOR

CITY OF UKIAH

By: 
Leonardo Martinez
Director of Large Loss

By: 
Sage Sangiacomo
City Manager

California Contractor's License Number: 1036250

Department of Industrial Relations Registration Number: 1000040614

EXHIBIT A – SCOPE

The work is for any and all necessary cleaning and/or restoration services at *1350 Hastings Road, Ukiah, California*, that are eligible expenses covered under *Claim Number 002-059250-00.Q* as approved by McLaren's Insurance and the City of Ukiah. Any expenses not pre-approved by McLaren's Insurance and the City of Ukiah will be the sole responsibility of West Coast Fire and Water.



West Coast Fire and Water

EXHIBIT B

5846 Live Oak Dr. #1
Kelseyville, Ca 95451
Phone: 1(888)617-3786
Fax: 1(888)411-9985
Federal Employer Identification Number #90-0725162
service@westcoastfireandwater.com

Insured: City of Ukiah
Property: 1350 Hastings Rd
Ukiah, CA 95482

Home: (707) 463-6233

Estimator: Leo Martinez
Position: Director Of Large Loss
Company: West Coast Fire and Water
Business: 3001 South State St #5
Ukiah, CA 95482

Business: (707) 245-7017
E-mail: lmartinez@westcoastfireandwater.com

Claim Number:

Policy Number:

Type of Loss: <NONE>

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 5/14/2020 9:00 AM

Price List: CAUK8X_SEP22
Restoration/Service/Remodel
Estimate: T&MPRICING



West Coast Fire and Water

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CODES

Main Level

REGULAR WAGE (NON PREVAILING)

REGULAR WAGE

DESCRIPTION	QTY	UNIT PRICE	TOTAL
NON PREVAILING WAGE RATE			
1. Skilled Labor	1.00 HR @	75.00 =	75.00
2. Supervisor	1.00 HR @	85.00 =	85.00
3. Project Manager	1.00 HR @	100.00 =	100.00
4. Project Manager- large loss	1.00 HR @	125.00 =	125.00
5. Project Estimator	1.00 HR @	120.00 =	120.00
6. Skilled Biohazard Technician	1.00 HR @	120.00 =	120.00
7. Biohazard Supervisor	1.00 HR @	125.00 =	125.00
8. Health and Safety Officer	1.00 HR @	75.00 =	75.00
9. Admin	1.00 HR @	40.00 =	40.00
**Overtime rates will be calculated as rates above x1.5			

PREVAILING WAGE

DESCRIPTION	QTY	UNIT PRICE	TOTAL
PREVAILING WAGE RATES			
10. Skilled Labor	1.00 HR @	123.00 =	123.00
11. Supervisor	1.00 HR @	135.00 =	135.00
12. Project Manager	1.00 HR @	130.00 =	130.00
13. Project Manager- large loss	1.00 HR @	140.00 =	140.00
14. Skilled Microbial Remediation Technician	1.00 HR @	133.00 =	133.00
15. Microbial Remediation Supervisor	1.00 HR @	145.00 =	145.00
16. Skilled Biohazard Bloodborne Pathogen Technician	1.00 HR @	143.00 =	143.00
17. Biohazard Bloodborne Pathogen Supervisor	1.00 HR @	155.00 =	155.00
18. Health and Safety Officer	1.00 HR @	140.00 =	140.00
19. Admin	1.00 HR @	70.00 =	70.00
20. Resources Coordinator	1.00 HR @	100.00 =	100.00
**Overtime rates will be calculated as rates above x1.5			

MATERIALS

Height: 8'

T&MPRICING

3/24/2023

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West Coast Fire and Water

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service@westcoastfireandwater.com

DESCRIPTION	QTY	UNIT PRICE	TOTAL
21. 4 mil 10X100	1.00 RL @	140.00 =	140.00
22. 4 mil 10X100 (fire resistant)	1.00 RL @	160.00 =	160.00
23. 6 mil 10X100	1.00 RL @	184.00 =	184.00
24. 6 mil 10X100 (fire resistant)	1.00 RL @	315.00 =	315.00
25. Absorbent	1.00 BG @	20.00 =	20.00
26. Adhesive spray	1.00 EA @	15.00 =	15.00
27. Air Neutralizer	1.00 EA @	41.00 =	41.00
28. Bags clear bags (pack of 50)	1.00 BX @	43.00 =	43.00
29. Bags garbage (pack of 32)	1.00 BX @	51.00 =	51.00
30. HEPA vac debris bag	1.00 EA @	30.00 =	30.00
31. Bio hazard bags (pack of 50)	1.00 BX @	75.00 =	75.00
32. Booties (pair)	1.00 EA @	1.00 =	1.00
33. Botanical disinfectant	1.00 GL @	95.00 =	95.00
34. Box Large 4.5 cubic feet	1.00 EA @	8.00 =	8.00
35. Box Medium 3 cubic feet	1.00 EA @	6.00 =	6.00
36. Box Small 1.5 cubic feet	1.00 EA @	4.00 =	4.00
37. Box wardrobe 24X24X34	1.00 EA @	23.00 =	23.00
38. Bubble wrap roll	1.00 RL @	115.00 =	115.00
39. Carpet shield protector 200'	1.00 EA @	114.00 =	114.00
40. Chemical sponges	1.00 EA @	5.00 =	5.00
41. Cleaner glass	1.00 EA @	15.00 =	15.00
42. Cleaner heavy duty degreaser	1.00 EA @	65.00 =	65.00
43. Deoderizer for ducting	1.00 GL @	47.00 =	47.00
44. Deoderizer smoke/odor	1.00 GL @	126.00 =	126.00
45. Deoderizer thermal fog	1.00 GL @	168.00 =	168.00
46. Dry Ice	1.00 LB @	10.00 =	10.00
47. Duct sealant	1.00 GL @	70.00 =	70.00
48. Encapsulant smoke/odor	1.00 5G @	450.00 =	450.00
49. Filter carbon 1000/1200	1.00 EA @	100.00 =	100.00
50. Filter carbon 2000	1.00 EA @	170.00 =	170.00
51. Filter carbon 500	1.00 EA @	70.00 =	70.00
52. Filter HEPA 1000/1200	1.00 EA @	254.00 =	254.00
53. Filter HEPA 2000	1.00 EA @	294.00 =	294.00
54. Filter HEPA 500	1.00 EA @	194.00 =	194.00
55. Filter pad 1000/1200	1.00 EA @	3.00 =	3.00
56. Filter pad 2000	1.00 EA @	3.00 =	3.00
57. Filter pad 500	1.00 EA @	3.00 =	3.00
58. Filter pleated 2000	1.00 EA @	20.00 =	20.00
59. Filter pleated 500	1.00 EA @	16.00 =	16.00
60. Filter pleated 1000/1200	1.00 EA @	18.00 =	18.00

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CONTINUED - MATERIALS

DESCRIPTION	QTY	UNIT PRICE	TOTAL
61. Filter respirator (pair)	1.00 EA @	24.00 =	24.00
62. Filter respirator odor (pair)	1.00 EA @	66.00 =	66.00
63. Floor scraper blades	1.00 EA @	2.00 =	2.00
64. Furniture blanket	1.00 DA @	2.00 =	2.00
65. Furniture blocks	1.00 BX @	81.00 =	81.00
66. Gloves disposable	1.00 BX @	18.00 =	18.00
67. Lay flat 12"x500'	1.00 LF @	1.00 =	1.00
68. Lay flat 18"x500'	1.00 LF @	1.25 =	1.25
69. Lay flat 22"x500'	1.00 LF @	1.50 =	1.50
70. Lay flat 24"x500'	1.00 LF @	1.75 =	1.75
71. Lay flat 30"x500'	1.00 LF @	2.00 =	2.00
72. Mop/mop head/bucket combo	1.00 EA @	25.00 =	25.00
73. N-95	1.00 EA @	5.00 =	5.00
74. Paint remover	1.00 GL @	78.00 =	78.00
75. Paint plastic 10x100 2 mil	1.00 RL @	48.00 =	48.00
76. Furniture polish	1.00 EA @	23.00 =	23.00
77. Stainless steel polish	1.00 EA @	14.00 =	14.00
78. Poly hanger T clips	1.00 EA @	8.00 =	8.00
79. Rags white (60 pack)	1.00 BX @	100.00 =	100.00
80. Ramboard 38" wide 100'	1.00 RL @	205.00 =	205.00
81. Sand bag (filled)	1.00 EA @	40.00 =	40.00
82. Saw zawzall blades (metal)	1.00 EA @	4.00 =	4.00
83. Saw zawzall blade (wood)	1.00 EA @	5.00 =	5.00
84. Scouring sponges (yellow or green)	1.00 EA @	3.00 =	3.00
85. Shrink wrap	1.00 RL @	66.00 =	66.00
86. Tacky mat (set of 25)	1.00 EA @	120.00 =	120.00
87. Caution tape	1.00 RL @	34.00 =	34.00
88. Duct tape	1.00 RL @	17.00 =	17.00
89. Packaging tape	1.00 RL @	12.00 =	12.00
90. Painters tape 2"	1.00 RL @	20.00 =	20.00
91. Painters tape 3"	1.00 RL @	28.00 =	28.00
92. Tyvek suits (blue)	1.00 EA @	22.00 =	22.00
93. Tyvek suits (white)	1.00 EA @	20.00 =	20.00
94. Tyvek suits (yellow)	1.00 EA @	24.00 =	24.00

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West Coast Fire and Water

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service@westcoastfireandwater.com

CONTINUED - MATERIALS

DESCRIPTION	QTY	UNIT PRICE	TOTAL
95. Water case (24 pack)	1.00 EA @	24.00 =	24.00
96. Zipper (2 pack)	1.00 EA @	30.00 =	30.00
97. Cleaner simple green	1.00 EA @	43.00 =	43.00
SMALL TOOLS FEE OF 3% WILL BE APPLIED TO INVOICE ON LABOR ONLY			

EQUIPMENT

DESCRIPTION	QTY	UNIT PRICE	TOTAL
98. Air compressor	1.00 DA @	100.00 =	100.00
99. Air mover	1.00 DA @	30.00 =	30.00
100. Air scrubber 1000/1200 CFM	1.00 DA @	125.00 =	125.00
101. Air scrubber 2000 CFM	1.00 DA @	150.00 =	150.00
102. Air scrubber 500 CFM	1.00 DA @	80.00 =	80.00
103. Airless spray	1.00 DA @	165.00 =	165.00
104. Dehumidifier large 110-159 PPD	1.00 DA @	175.00 =	175.00
105. Dehumidifier medium 70-109 PPD	1.00 DA @	150.00 =	150.00
106. Dehumidifier small 69 PPD	1.00 DA @	120.00 =	120.00
107. Desiccant dehumidifier 1,000-2,500 CFM	1.00 DA @	710.00 =	710.00
108. Desiccant dehumidifier 10,000 CFM	1.00 DA @	2,400.00 =	2,400.00
109. Desiccant dehumidifier 15,000 CFM	1.00 DA @	3,350.00 =	3,350.00
110. Desiccant dehumidifier 3,000-4,000 CFM	1.00 DA @	1,200.00 =	1,200.00
111. Desiccant dehumidifier 5000 CFM	1.00 DA @	1,500.00 =	1,500.00
112. Desiccant dehumidifier 7,500 CFM	1.00 DA @	2,000.00 =	2,000.00
113. Dolly	1.00 DA @	22.00 =	22.00
114. Dry ice blasting machine	1.00 DA @	650.00 =	650.00
115. Extractor- portable	1.00 DA @	140.00 =	140.00
116. Extractor- truck mount	1.00 DA @	525.00 =	525.00
117. Generator 10 KW	1.00 DA @	125.00 =	125.00
118. Generator 100 KW	1.00 DA @	950.00 =	950.00
119. Generator 150 KW	1.00 DA @	1,100.00 =	1,100.00
120. Generator 175 KW	1.00 DA @	1,250.00 =	1,250.00
121. Generator 200 KW	1.00 DA @	1,300.00 =	1,300.00

T&MPRICING

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West Coast Fire and Water

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CONTINUED - EQUIPMENT

DESCRIPTION	QTY	UNIT PRICE	TOTAL
122. Generator 250 KW	1.00 DA @	1,450.00 =	1,450.00
123. Generator 30 KW	1.00 DA @	370.00 =	370.00
124. Generator 300 KW	1.00 DA @	1,650.00 =	1,650.00
125. Generator 400 KW	1.00 DA @	2,450.00 =	2,450.00
126. Generator 5 KW	1.00 DA @	95.00 =	95.00
127. Generator 50 KW	1.00 DA @	600.00 =	600.00
128. Generator 75 KW	1.00 DA @	750.00 =	750.00
129. Hydroxyl generator	1.00 DA @	300.00 =	300.00
130. Moisture meter	1.00 DA @	75.00 =	75.00
131. Ozone generator	1.00 DA @	300.00 =	300.00
132. Passenger van	1.00 DA @	195.00 =	195.00
133. Pick up truck	1.00 DA @	205.00 =	205.00
134. PPE harness and lanyard	1.00 DA @	30.00 =	30.00
135. Pressure washer	1.00 DA @	150.00 =	150.00
136. Respirator full face	1.00 DA @	12.00 =	12.00
137. Respirator half face	1.00 DA @	42.00 =	42.00
138. Scaffolding	1.00 EA @	45.00 =	45.00
139. Spider box	1.00 DA @	72.00 =	72.00
140. Spider box cables 100'	1.00 DA @	62.00 =	62.00
141. Thermal camera	1.00 DA @	175.00 =	175.00
142. Thermohygrometer	1.00 DA @	70.00 =	70.00
143. Vacuum back pack	1.00 DA @	95.00 =	95.00
144. Vacuum HEPA turtle	1.00 DA @	95.00 =	95.00
145. Work light temporary lighting	1.00 DA @	20.00 =	20.00
146. Workstation (table, chair)	1.00 DA @	50.00 =	50.00

VEHICLES

DESCRIPTION	QTY	UNIT PRICE	TOTAL
147. Box truck small	1.00 DA @	340.00 =	340.00
148. Box truck medium	1.00 DA @	415.00 =	415.00
149. Box truck large	1.00 DA @	510.00 =	510.00

T&MPRICING

3/24/2023

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West Coast Fire and Water

5846 Live Oak Dr. #1
Kelseyville, Ca 95451
Phone: 1(888)617-3786
Fax: 1(888)411-9985
Federal Employer Identification Number #90-0725162
service@westcoastfireandwater.com

CONTINUED - VEHICLES

DESCRIPTION	QTY	UNIT PRICE	TOTAL
150. Cargo van	1.00 DA @	250.00 =	250.00
151. Dump truck (does not include dump fees)	1.00 DA @	600.00 =	600.00
152. Dump trailer (does not include dump fees)	1.00 DA @	120.00 =	120.00
153. Catastrophe trailer	1.00 DA @	600.00 =	600.00

Grand Total Areas:

384.00 SF Walls	144.00 SF Ceiling	528.00 SF Walls and Ceiling
144.00 SF Floor	16.00 SY Flooring	48.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	48.00 LF Ceil. Perimeter
144.00 Floor Area	160.44 Total Area	384.00 Interior Wall Area
456.00 Exterior Wall Area	50.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Dwelling	29,954.00	79.77%	29,954.00	79.77%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	7,594.50	20.23%	7,594.50	20.23%
Total	37,548.50	100.00%	37,548.50	100.00%



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Summary for Dwelling

Line Item Total	29,954.00
Replacement Cost Value	\$29,954.00
Net Claim	\$29,954.00

Leo Martinez
Director Of Large Loss



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Summary for Contents

Line Item Total	7,594.50
Replacement Cost Value	\$7,594.50
Net Claim	\$7,594.50

Leo Martinez
Director Of Large Loss



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Recap by Room

Estimate: CODES

Area: Main Level

Area: REGULAR WAGE (NON PREVAILING)

REGULAR WAGE		865.00	2.30%
Coverage: Dwelling	100.00% =	865.00	
Area Subtotal: REGULAR WAGE (NON PREVAILING)		865.00	2.30%
Coverage: Dwelling	100.00% =	865.00	
PREVAILING WAGE		1,414.00	3.77%
Coverage: Dwelling	100.00% =	1,414.00	
MATERIALS		4,759.50	12.68%
Coverage: Contents	100.00% =	4,759.50	
EQUIPMENT		27,675.00	73.70%
Coverage: Dwelling	100.00% =	27,675.00	
VEHICLES		2,835.00	7.55%
Coverage: Contents	100.00% =	2,835.00	
Area Subtotal: Main Level		37,548.50	100.00%
Coverage: Dwelling	79.77% =	29,954.00	
Coverage: Contents	20.23% =	7,594.50	
Subtotal of Areas		37,548.50	100.00%
Coverage: Dwelling	79.77% =	29,954.00	
Coverage: Contents	20.23% =	7,594.50	
Total		37,548.50	100.00%



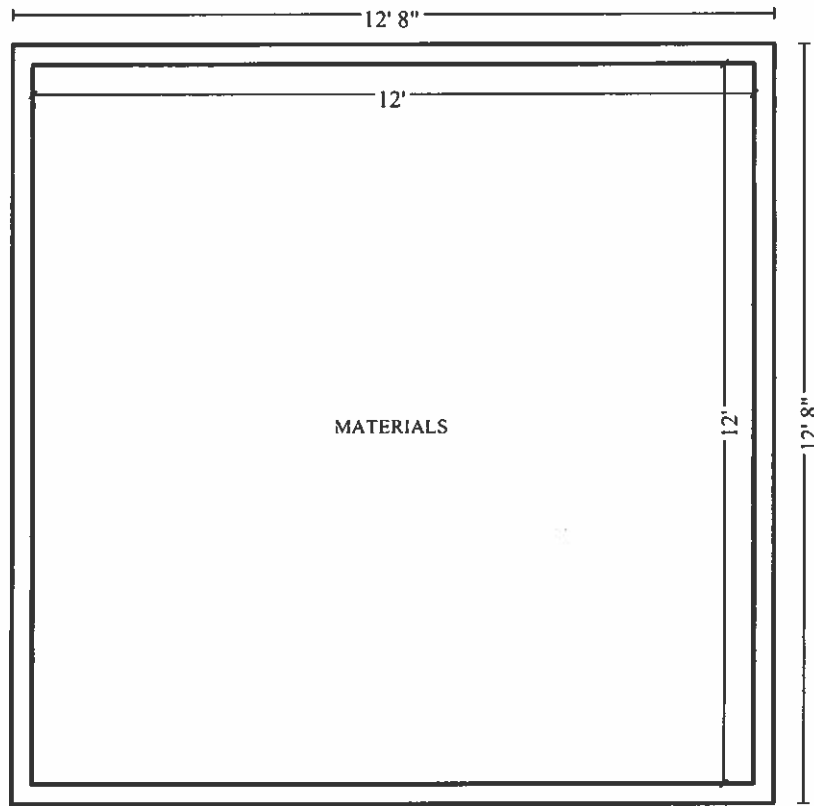
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Recap by Category

Items			Total	%
CONT: PACKING,HANDLNG,STORAGE			2,835.00	7.55%
Coverage: Contents	@	100.00% =	2,835.00	
LABOR ONLY			2,279.00	6.07%
Coverage: Dwelling	@	100.00% =	2,279.00	
USER DEFINED ITEMS			4,759.50	12.68%
Coverage: Contents	@	100.00% =	4,759.50	
WATER EXTRACTION & REMEDIATION			27,675.00	73.70%
Coverage: Dwelling	@	100.00% =	27,675.00	
Subtotal			37,548.50	100.00%

Main Level



Main Level

T&MPRICING

3/24/2023

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AGENDA SUMMARY REPORT

SUBJECT: Report to Council Regarding the Status of the Cooperative Agreement Between the City of Ukiah and Mendocino Council of Governments (MCOG).

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Erikse, Director of Public Works

ATTACHMENTS:

1. FY 2022-23 MCOG Master subrecipient agreement-Ukiah w-Exhibits

Summary: Council will receive a report regarding the status of the Cooperative Agreement between the City of Ukiah and Mendocino Council of Governments (MCOG).

Background: The City of Ukiah has partnered with the Mendocino Council of Governments to perform a truck route study within the Ukiah city limits. This study will assist staff with designating acceptable routes through the city as larger semitrucks have to use the city as a bypass for the height restrictive bridges that cross the 101 Freeway through Ukiah. Staff want to ensure that multimodal designs that allow for increased pedestrian and cycling options work in harmony with this reality.

Discussion: Tasks for this project include community input, developing draft and creating a final study report and a presentation to the City Council. Upon Council's review, a resolution would be adopted to preserve the designated streets as a truck route and would create design restrictions regarding lane width, turning radius and other considerations. The agreement between the City and MCOG can be found in Attachment 1.

Recommended Action: Receive report regarding the status of the Cooperative Agreement between the City of Ukiah and Mendocino Council of Governments (MCOG) and provide direction if necessary.

BUDGET AMENDMENT REQUIRED:

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mendocino Council of Governments

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP): GP-A3 - Mobility Element

Approved:


Sage Sangiacomo, City Manager

**SUBRECIPIENT COOPERATIVE AGREEMENT
BETWEEN
MENDOCINO COUNCIL OF GOVERNMENTS
AND
CITY OF UKIAH**

THIS CONTINUING COOPERATIVE AGREEMENT (“Agreement”) is made and entered into effective July 1, 2022 between City of Ukiah (“Subrecipient”) and Mendocino Council of Governments (“MCOG”), a Joint Powers Authority (JPA) and the Regional Transportation Planning Agency for Mendocino County, California.

WHEREAS, this agreement covers certain local, state or federal funds administered by and through MCOG that are allocated to Subrecipient for projects and services, and sets forth the terms and conditions under which these funds are to be expended and reimbursed, including:

- Local Transportation Funds (LTF) under the Transportation Development Act (TDA)
- State Rural Planning Assistance (RPA)
- State Planning, Programming & Monitoring (PPM)
- Surface Transportation Block Grant (STBG) Program
- Regional Early Action Planning (REAP) through Housing & Community Development (HCD)
- Other funding sources, such as grants, to be identified as applicable annually;

WHEREAS, MCOG’s annual Transportation Planning Overall Work Program (OWP) is part of an agreement with the State of California Department of Transportation (hereinafter referred to as Caltrans or State), which includes the Overall Work Program Agreement (OWPA) and Master Fund Transfer Agreement (MFTA), and together, the OWP, the OWPA and MFTA set forth the terms and conditions under which state and federal planning funds are to be expended by MCOG and its subrecipients;

WHEREAS, MCOG’s Regional Early Action Planning (REAP) grant funds are part of an agreement with the State of California Department of Housing & Community Development (hereinafter referred to as HCD or State), which includes the Standard Agreement with Exhibits A through D that set forth the terms and conditions under which state planning funds are to be expended by MCOG and its subrecipients;

WHEREAS, Subrecipient is eligible to apply for and receive state and federal financial assistance as a public body corporate and politic of the State of California;

WHEREAS, Subrecipient has agreed to participate with MCOG, local and state agencies, the general public, and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation and housing infrastructure, consistent with MCOG’s adopted OWP and grant agreements, and to participate in the regional planning process;

WHEREAS, MCOG and Subrecipient intend to cooperate to ensure the timely development, adoption and implementation of integrated comprehensive regional plans and policies, as set forth by federal and state requirements and guidelines; and

WHEREAS, for any terms or conditions covered under this AGREEMENT that may be superseded by other grant or fund agreement(s) signed by MCOG, an exhibit identifying "Special Conditions" shall prevail; therefore

IT IS MUTUALLY AGREED THAT:

1. Annual Agreement with Subrecipient and Amendments

- a. This AGREEMENT constitutes a five-year Continuing Master Agreement, and may be amended by mutual written agreement. Exhibits are subject to annual renewal. The fiscal year begins July 1 and ends June 30. The term of this AGREEMENT follows the previous agreement expired June 30, 2022, continuing July 1, 2022 through June 30, 2027.
- b. This AGREEMENT includes an exhibit detailing "Subrecipient Scope of Work and Budget" (Exhibit A) and an optional "Sample Subrecipient Invoice" (Exhibit B) hereinafter referred to as Exhibits A and B respectively, attached hereto and incorporated herein by reference. Any proposed amendment to the Scope or Budget (Exhibit A) must be made in advance by written amendment and is subject to approval by Caltrans or any state or federal agency having jurisdiction.
- c. This agreement includes MCOG's "Adopted Policies & Instructions," attached as Exhibit C.
- d. This AGREEMENT may include "Special Conditions" hereinafter referred to as Exhibit D, attached hereto. This Exhibit D is purposed to outline requirements for other funds as may be applicable annually.
- e. MCOG's maximum payment obligation to Subrecipient is limited to those funds identified in Exhibits A and D.
- f. Billable work cannot be performed without this fully signed AGREEMENT and corresponding notice to proceed.

2. Scope of Subrecipient Responsibilities

- a. Subrecipient shall be responsible for the complete performance of the work described in Exhibits A and D.
- b. In accordance with Uniform Guidance 2 CFR 200, sections 318 through 326, inclusive and applicable state laws and procedures, Subrecipient contracts for work identified in the attached Exhibit A under "Consultant Work" are required to be competitively bid and awarded in accordance with 2 CFR 200 sections 318 through 326, inclusive and consistent with the Caltrans Local Assistance Procedures Manual, Chapter 10, or successors thereto, or applicable procurement procedures as required by funding source.

- c. Subrecipient shall ensure that its Contractor(s) and Subcontractor(s) comply with all provisions of this agreement.

3. Time of Performance

The services provided pursuant to this AGREEMENT shall begin upon issuance of a Notice to Proceed by MCOG to Subrecipient and shall continue until completion, but not later than June 30 of each year, unless an extension of time is approved by MCOG in writing.

4. Materials to be Furnished to Subrecipient

- a. At the option of MCOG, and if allowable under federal and state requirements, MCOG may procure equipment, software, or other materials for use by Subrecipient, only for purposes of carrying out work described under this AGREEMENT. Subrecipient agrees to comply with all license agreements for software or other materials procured by MCOG for use by Subrecipient.
- b. All equipment or other materials provided to Subrecipient under this AGREEMENT shall remain the property of MCOG and shall be returned to MCOG upon project completion or termination, unless other terms are mutually agreed to in writing.

5. Invoices, Reporting and Deliverables

- a. In performing the work described in Exhibit A, Subrecipient may incur only the costs authorized by Exhibit A. Said costs shall comply with Section 6 (Cost Principles) of this AGREEMENT. Subrecipient shall submit to MCOG, not more frequently than every month, but at least annually, each requisition for payment (invoice), unless no funds were expended during the fiscal year.
- b. Subrecipient shall submit the following relative to an invoice:
 - i. An invoice with supporting documentation, including a summary list of expenses with date, payee, description and amount of each expenditure, and including, but not limited to, documentation of per diem as allowed (refer to Section 5d), in accordance with Exhibit B.
 - ii. Any additional information or documentation to support the costs contained in the invoice if requested by MCOG.
 - iii. Subrecipient shall retain backup documentation supporting the invoiced costs, such as receipts, for the Records Retention period specified in Section 8(b) of this AGREEMENT.
- c. For Work Elements in the Transportation Planning OWP, Subrecipient shall submit an invoice with supporting documentation to MCOG no later than thirty (30) days after the fiscal year ending June 30. Invoices received by MCOG after July 31 for the preceding fiscal year shall not be paid. This deadline may be waived if mutually agreed to by MCOG and Subrecipient, in writing.
- d. For travel and subsistence (per diem) expenses of Subrecipient and its contractors, rates shall not exceed rates authorized to be paid rank and file state employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Subrecipient are in excess of DPA rates, MCOG will not reimburse those amounts in excess of the DPA rates. Mileage reimbursements shall not exceed the federal business mileage rate (www.irs.gov). Travel and per

diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

- e. Payment of Subrecipient invoices is contingent upon receipt by MCOG of the above documentation provided by Subrecipient, consistent with Sections 6 through 8 of this AGREEMENT. Payment to Subrecipient is further contingent upon MCOG's determination that the performance of Subrecipient meets federal, state and MCOG standards. MCOG shall review Subrecipient invoices and submit them to the County Auditor-Controller for payment within thirty (30) days of receipt.
- f. Subrecipient shall not be entitled to reimbursement of indirect costs unless a copy of a federal cognizant agency-approved, indirect cost allocation plan has been received by MCOG prior to submittal of the first invoice from Subrecipient.
- g. Subrecipient mark-up of direct expenses or of subcontractor invoices are not allowable; therefore, MCOG will not pay Subrecipient for any such increases to actual costs incurred.
- h. Subrecipient shall provide a quarterly progress report, in narrative form, that describes progress toward completion of tasks, projects, and products, as well as conformance with project schedules and reporting of all costs incurred for the work elements contained in Exhibit A, no later than thirty (30) days after close of the quarter.
- i. Subrecipient shall provide hard copies of all completed products and/or deliverables to the assigned MCOG Project Manager, and in a commonly used electronic format, at the discretion of the MCOG Project Manager, as referenced in Section 7 of this AGREEMENT, according to the schedule of deliverables in Exhibit A.
- j. All final reports and documents produced under this AGREEMENT through the Transportation Planning OWP shall include the following statement:

"The preparation of the report was financed in part through [insert funding source and agency] as facilitated by Mendocino Council of Governments as the Regional Transportation Planning Agency."

Alternatively, certain language may be required by state or federal funding agencies, to be specified in Exhibit D.

6. Cost Principles

- a. Subrecipient agrees to be bound by and comply with, and shall require its Consultants and/or Contractors to comply with, the following (refer to [eCFR :: Title 2 of the CFR -- Grants and Agreements](#)):

- i. 2 CFR, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be used to determine the allowability of individual project cost items; and
- ii. The federal administrative procedures in accordance with Uniform Guidance 2 CFR, Subtitle A, Chapter II, Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
- b. Any costs for which Subrecipient receives payment or credit that is determined by a subsequent audit or other review by either MCOG, Caltrans, or other state or federal authorities to be unallowable under, but not limited to, 2 CFR Part 200 or 48 CFR Chapter 1, Part 31, shall be repaid by Subrecipient within thirty (30) days of Subrecipient receiving notice of audit findings.
- c. All costs charged to this AGREEMENT by Subrecipient shall be supported by properly executed payrolls showing labor (wage) rates per hour, time records, and invoices and vouchers evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in Section 6(a) of this AGREEMENT.

7. Written and Electronic Versions of Work Products and Related Materials

- a. Subrecipient shall provide copies of all of its deliverables, as well as support data created pursuant to Exhibit A, to MCOG in an approved electronic format. Hard copies will also be provided to MCOG upon request. Related materials, including any reports, newsletters, or other written materials, will also be provided in hard copy and/or electronic format, upon request by MCOG.
- b. Any graphics or images accompanying the text of these written materials shall be included in the electronic version, in a format (e.g. JPEG, BMP, or PNG) as requested by MCOG staff. The quality of the images will be a minimum of 300-600 DPI resolution, typically a file size of 3MB or more.
- c. The electronic versions of all written materials, data files, and accompanying graphics or images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions.
- d. Materials in the electronic version shall be presented to MCOG in a medium pre-approved in writing by the MCOG Project Manager. For reports this would typically be in Microsoft Word and Adobe Acrobat (or equivalent) PDF formats.
- e. The applicable funding agency shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, work products funded under this AGREEMENT for government purposes.

8. Records Retention and Audits

- a. If Subrecipient receives Local Transportation Funds, Subrecipient shall submit to MCOG an annual certified fiscal audit conducted by an entity other than itself, in compliance with the

Transportation Development Act (TDA), Section 99245. A report on the audit shall be submitted to MCOG and to the State Controller within 180 days after the end of the fiscal year. However, MCOG may grant an extension(s) not to exceed a total of 90 days in writing, at its sole discretion. The report shall include a certification that the funds allocated to Subrecipient pursuant to TDA were expended in conformance with all applicable laws, rules and regulations. Except for the first report, the report shall also include the audited amounts for the fiscal year prior to the fiscal year audited.

- b. For the purpose of determining compliance with California Government Code section 8546.7, as well as any other state or federal law or regulation, Subrecipients and their contractors shall maintain all source documents, books, and records connected with their performance of work initiated under this AGREEMENT and each annual Subrecipient Scope of Work and Budget (Exhibit A), and Special Conditions (Exhibit D) as applicable, for a minimum of three (3) years from the date of final payment to Subrecipient, or until audit resolution is achieved for each annual MCOG OWP, whichever is later, unless a longer period of record retention is stipulated. During this time, all of the above referenced parties shall make all such supporting materials available for inspection and audit, at their respective offices at all reasonable times or through transmission of electronic documents, by representatives of MCOG, Caltrans, HCD, the Bureau of State Audits, or the federal government upon request. Copies will be made and furnished to MCOG upon request, at no cost to MCOG. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.
- c. Subrecipient shall establish and maintain, and shall require that its Contractor(s) establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support invoices that segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subcontractors, etc.) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- d. Subrecipient agrees to include all costs associated with this AGREEMENT and any amendments thereto to be examined in the annual audit and, if applicable, in the schedule of activities to be examined under a single audit prepared by Subrecipient in compliance with Office of Management and Budget Circular A- 133.
- e. Neither the pendency of a dispute nor its consideration by MCOG, Caltrans, or the state will excuse Subrecipient from full and timely performance in accordance with the terms of this AGREEMENT.
- f. Subrecipient agrees to furnish documentation to MCOG to support this requirement that its Agreement(s) with Contractor(s) contain provisions requiring adherence to this Section in its entirety.

9. Certifications and Assurances

- a. Subrecipient shall adhere to the requirements contained in MCOG's annual Certification and Assurances ("FHWA and FTA State and Metropolitan Transportation Planning Process Self-Certification") submitted as part of MCOG's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. Such requirements shall apply to Subrecipient to the same extent as MCOG and may include, but are not limited to:
 - i. 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 CFR part 450;
 - ii. In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
 - iii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
 - iv. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
 - v. Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
 - vi. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
 - vii. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) and 49 CFR, parts 27, 37, and 38;
 - viii. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - ix. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender;
 - x. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- b. Subrecipient shall additionally comply with Federal and State Lobbying Activities Certification:
 - i. By signing this AGREEMENT, Subrecipient certifies, to the best of its knowledge and belief, that no state or federal funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, the making of any

state or federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than state or federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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, Subrecipient shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.
- iii. This certification is a material representation of fact, upon which reliance was placed when this AGREEMENT was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and by the MFTA between MCOG and Caltrans or, alternatively, the grant agreement with the respective funding entity. Any persons who make a prohibited expenditure or fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Subrecipient shall comply with any other applicable federal, state and local laws, including without limitation, all federal regulatory requirements associated with the applicable federal funding.
- d. Subrecipient shall further require its Contractor(s) to comply with these Certifications.

10. Equal Employment Opportunity/Nondiscrimination

- a. In the performance of work undertaken pursuant to this AGREEMENT, Subrecipient, for itself, its assignees, and successors in interest, shall affirmatively require that its employees and Contractor(s) shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- b. Subrecipient shall ensure that the evaluation and treatment of their employees and applicants for employment, as well as their contractors, are free from such discrimination and harassment. Subrecipient 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 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this AGREEMENT by reference and made a part hereof as set forth in full. Subrecipient shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

- c. In the event of Subrecipient's noncompliance with the nondiscrimination provisions of this AGREEMENT, MCOG shall impose such contract sanctions as it, Caltrans, or other applicable funding agency may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to Subrecipient under this AGREEMENT until Subrecipient complies; and/or
 - ii. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- d. Subrecipient shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this section.
- e. Subrecipient shall include the provisions of this Section in every agreement with its Contractor(s). Subrecipient shall take such action with respect to any such agreement as MCOG, Caltrans, or other applicable funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance including, but not limited to:
 - i. Withholding of payments to contractor under any agreement with contractor until contractor complies; and/or
 - ii. Cancellation, termination or suspension of the agreement in question, in whole or in part.

11. Prevailing Wage and Labor Requirements

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, et seq.) and related regulations (29 CFR Part 5); (ii) anti-kickback and payroll records requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any "public work" contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

12. Conflict of Interest

Subrecipient and its officers, employees, and agents, including Contractor(s), that perform work under this AGREEMENT shall comply with federal and state conflict of interest laws, regulations and policies.

13. Independent Contractor

Subrecipient and its officers, employees, and agents shall be independent contractors in the performance of this AGREEMENT.

14. Disadvantaged Business Enterprise (DBE)

- a. It is the policy of MCOG, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of agreements financed in whole or in part with Federal Highway Administration (FHWA)/Federal Transit Administration (FTA) funds provided under this AGREEMENT.
- b. Subrecipient, its employees, and its Contractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA/FTA funds-assisted contract or in the administration of MCOG's DBE program per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this AGREEMENT or such other remedy MCOG may deem appropriate.
- c. Subrecipient shall, as required by 49 CFR Part 26, include applicable language into all contracts funded in whole or in part with FHWA or FTA funds.

15. Disputes

- a. Should either party to this AGREEMENT bring legal action against the other (formal judicial proceeding, mediation or arbitration), it is hereby agreed that this Agreement will be administered and interpreted under California law and that the matter shall be handled in Mendocino County Superior Court, California, and that the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator, or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
- b. Neither the pendency of a dispute nor its consideration by MCOG, Caltrans, HCD and/or the respective funding agency will excuse Subrecipient from full and timely performance in accordance with the terms of this AGREEMENT.

16. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each term and provision of this Agreement will be valid and enforceable to the fullest extent by law, unless the exclusion or application of, such term or provision, would result in such a material change so as to cause completion of the obligations defined in this Agreement to be unreasonable.

17. Hold Harmless

- a. Subrecipient shall defend, indemnify and hold MCOG, its officers, agents and contracted staff, harmless from and against any and all liability, loss, expense, claims, or damages arising out of the performance of this AGREEMENT, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subrecipient, its officers, agents, employees, or Contractors.
- b. MCOG shall defend, indemnify and hold Subrecipient, its officers, agents and employees harmless from and against any and all liability, loss, expense, claims, or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of MCOG, its officers, agents or contracted staff.
- c. Subrecipient further agrees to reimburse MCOG for claims, demands, costs or liability associated with the incomplete performance of work contained in Exhibit A, in the event that the MCOG terminates this AGREEMENT in accordance with Section 22(b) herein.

18. Noncompliance

In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this AGREEMENT, this AGREEMENT may be terminated, or State may require additional remedies specified in grant terms applicable under this AGREEMENT.

19. Assignment

This Agreement cannot be assigned without the prior written consent of MCOG.

20. Successors

This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

21. Amendments Required by Federal or State Agencies

If the FTA, FHWA, Caltrans, HCD or any other federal or state agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.

22. Termination of Agreement

- a. Termination for Convenience: Either party may terminate this AGREEMENT at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the AGREEMENT shall be returned to MCOG at its option. Subrecipient shall return at the option of MCOG, all equipment, software, or other materials provided to Subrecipient under this AGREEMENT. If this AGREEMENT is terminated by MCOG, as provided

herein, Subrecipient shall be reimbursed for expenses incurred prior to the termination date, in accordance with Section 6 through 8 of this AGREEMENT.

- b. Termination for Cause: If through any cause, Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if Subrecipient violates any of the covenants, agreements, or stipulations of this AGREEMENT, MCOG shall thereupon have the right to terminate the AGREEMENT by giving not less than ten (10) calendar days written notice to Subrecipient of the intent to terminate and specifying the effective date thereof. MCOG shall provide not less than 15 days for Subrecipient to cure prior to termination. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by Subrecipient under this AGREEMENT shall be provided to MCOG. At the option of MCOG, Subrecipient shall return all equipment, software, or other materials provided to Subrecipient under this AGREEMENT. Subrecipient shall be entitled to receive compensation for all work satisfactorily completed, in MCOG's judgment, in accordance with Exhibit A prior to the effective date of termination.
- c. Fiscal Funding Out: Subrecipient may terminate this AGREEMENT immediately upon email or other written notice should funding cease or be materially decreased during the term of this AGREEMENT.

23. Environmental, Resource Conservation, and Energy Requirements

Subrecipient recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. Subrecipient agrees to adhere to any such federal and state requirements.

24. Notices

Any notice required or permitted to be given pursuant to this AGREEMENT shall be served by certified mail, return receipt requested, to the following addresses:

If to MCOG:

Mendocino Council of Governments
Attn: Nephele Barrett, Executive Director
525 S. Main St., Suite B
Ukiah, CA 95482

If to Subrecipient:

City of Ukiah
Attn: Sage Sangiacomo, City Manager
300 Seminary Ave.
Ukiah, CA 95482

25. Counterparts

This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.

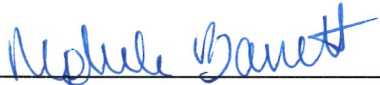
26. Ambiguities

The parties have each carefully reviewed this Agreement and have agreed to each term and condition herein. Each party has also had an opportunity to have this Agreement reviewed by legal counsel. No ambiguity will be construed against either party.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date of the last signature below:

Mendocino Council of Governments:

City of Ukiah:



Nephele Barrett, Executive Director



Sage Sangiacomo, City Manager

Date: 10-25-22

Date: Oct 17, 2022

SUBRECIPIENT COOPERATIVE AGREEMENT
BETWEEN
MENDOCINO COUNCIL OF GOVERNMENTS
AND
CITY OF UKIAH

Effective July 1, 2022 through June 30, 2027

Annual Exhibits

Fiscal Year 2022/23

- Exhibit A – Subrecipient Scope of Work and Budget
- Exhibit B – Sample Subrecipient Invoice
- Exhibit C – MCOG’s Adopted Policies & Instructions
- Exhibit D – Special Conditions

EXHIBIT A

Subrecipient Scope of Work and Budget

Attached:

- A-1 Transportation Planning Overall Work Program (OWP)
 - Work Element 12 – Truck Route Study
 - Work Element 14 – Training
- A-2 Surface Transportation Block Grant Program (STBGP) Section 182.6 d(1)
Formula Distribution – Balances Available to Claim

EXHIBIT A-1

Subrecipient Scope of Work and Budget

TRANSPORTATION PLANNING OVERALL WORK PROGRAM (OWP)

WORK ELEMENT 12 - TRUCK ROUTE STUDY

PURPOSE:

This Study will assist the City of Ukiah on determining and designating acceptable truck routes through the City of Ukiah and throughout the City of Ukiah. The City of Ukiah strives to make our right of ways multimodal including bikes and pedestrians in every design they perform. Though this practice, as set forth in the 2017 Regional Transportation Plan, it increases the transportation options for our citizens, and makes it difficult for the transportation of goods and services. The City of Ukiah would like to make sure that our multimodal designs are working in harmony with the fact that large trucks often have to use our City as a bypass for the inadequate height restricted freeway overpasses that are part of the Caltrans transportation system.

This study will identify exact routes that will be signed through the city. The goal would be that this study, and the professionals that would be hired to perform the study, will also initiate the process to alert navigation GPS services, such as Google and Apple, to include these truck routes on their services.

PREVIOUS WORK:

This study is needed as a result of the previous studies that have led to successful projects, such as the Downtown Streetscape.

TASKS:

The tasks would be to write a Request for Proposals (RFP), evaluate the proposals, and award a contract to the most qualified firm. These tasks would be accomplished by the City of Ukiah Engineering Department. The Engineering Department would then work with the consultant to analyze our existing system, evaluate our existing system, and define the best transit corridors for trucks to use in the City of Ukiah.

1. Kickoff Meeting and Project Coordination (Consultant)
2. Evaluation and Community Input (Consultant)
3. Develop Draft and Final Study Report (Consultant)
4. Present to City Council Presentation (Consultant)

PRODUCTS:

The final product will be a study that will identify the best truck routes through the City of Ukiah. These routes will be memorialized with a resolution of the City Council to alert all truck traffic on proper routes through the city.

FUNDING AND AGENCY RESPONSIBILITIES:

Responsible Agency	Estimated Person Days	Budget	Funding Source	Fiscal Year
Consultant	45	\$45,000	State PPM	2022/23
Total	45	\$45,000		

ESTIMATED SCHEDULE:

Tasks	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	x	x										
2			x	x								
3					x	x	x	x	x	x	x	x
4												x

WORK ELEMENT 14 – TRAINING**PURPOSE:**

To provide funding for technical training in the transportation planning field to the Mendocino Council of Governments (MCOG) planning staff, and to local agency staff, to stay abreast of changes in the field.

PREVIOUS WORK:

This is an annual training work element that has been included in MCOG's Overall Work Program since FY 2003/04.

TASKS:

- Attendance at transportation planning academies, seminars, workshops or training sessions that may be offered through Caltrans or other agencies (MCOG, County, Cities, MTA). *This task includes staff time and direct costs (i.e. registration, travel, lodging, meals, etc.)*

Specific training sessions are not identified. Examples of prior training funded under this annual work element include: workshops provided through U.C. Berkeley's Tech Transfer Program - SB 743/Vehicle Miles Traveled; Traffic Control for Safer Work Zones;

and training offered through Caltrans - Resident Engineer Academy; Emergency Relief (ER); Consultant Contract training; training on various grant programs; as well as training offered through the Rural Counties Task Force, CalCOG, and other agencies.

PRODUCTS: Educational and training materials; trained/educated staff.

FUNDING AND AGENCY RESPONSIBILITIES:

Responsible Agency	Approx. Person Days	Budget	Funding Source	Fiscal Year
MCOG Staff	27	\$ 20,890	Local LTF	2021/22
MCOG Direct Costs	n/a	\$ 11,807	Local LTF	2021/22
County/Cities/MTA Direct Costs	n/a	\$ 9,594	Local LTF	2021/22
Total		\$ 42,291		

ESTIMATED SCHEDULE:

Tasks	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	x	x	x	x	x	x	x	x	x	x	x	x

The parties to this AGREEMENT agree to the terms of this Annual Exhibit and acknowledge that all applicable terms and conditions of the Master Agreement, effective July 1, 2022, shall apply.

The parties also agree that any amendments to the FY 2022/23 Transportation Planning Overall Work Program (OWP) approved by MCOG's Board of Directors may result in a revised Budget that shall apply to this Annual Exhibit.

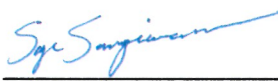
Mendocino Council of Governments:



Nephela Barrett, Executive Director

Date: 10-25-22

City of Ukiah:



Sage Sangiacomo, City Manager

Date: Oct 17, 2022

EXHIBIT A-2

Subrecipient Scope of Work and Budget

SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (STBGP) SECTION 182.6 D(1)
FORMULA DISTRIBUTION – BALANCES AVAILABLE TO CLAIM

PURPOSE:

Formerly known as Regional Surface Transportation Program (RSTP), the name has been changed to Surface Transportation Block Grant Program. MCOG annually elects to exchange its federal STBGP funds for state funds under a program offered by California Department of Transportation (Caltrans). Eligible uses are as follows.

CALIFORNIA CONSTITUTION
 ARTICLE 19 MOTOR VEHICLE REVENUES

SECTION 1. Revenues from taxes imposed by the State on motor vehicle fuels for use in motor vehicles upon public streets and highways, over and above the costs of collection and any refunds authorized by law, shall be used for the following purposes:

(a) The research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for nonmotorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes.

(b) The research, planning, construction, and improvement of exclusive public mass transit guideways (and their related fixed facilities), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, the administrative costs necessarily incurred in the foregoing purposes, and the maintenance of the structures and the immediate right-of-way for the public mass transit guideways, but excluding the maintenance and operating costs for mass transit power systems and mass transit passenger facilities, vehicles, equipment, and services.

PREVIOUS WORK: Not applicable.

PRODUCTS: Refer to Administrative Procedures, provided as Exhibit C-2, attached.

FUNDING AND AGENCY RESPONSIBILITIES:

A schedule of funds available to claim by each MCOG member agency is attached to this exhibit. Any funding presented as an estimate may result in more or less actual funding available to claim, without amendment to this Annual Exhibit. Refer also to Administrative Procedures, provided as Exhibit C-2, attached. All other terms and conditions applicable to this Scope of Work and Budget are specified in the Master Agreement, effective July 1, 2022.

MENDOCINO COUNCIL OF GOVERNMENTS (MCOG)

TEA-21 and SAFETEA-LU and MAP-21 and FAST Act
Surface Transportation Block Grant Program (STBG)
a.k.a. RSTP Section 182.6 d(1)
"d1 Fund"

Cumulative (Formula) Distributions by MCOG 2005/06 to 2022/23

Fiscal Year:	TOTALS 1997/98 through	New distrib'n policy adopted 6/5/2006*											New policy adopted 6/6/11**						Preliminary Estimate	FY 2005/06 to 2022/23	Balances Available to Claim
	2004/05	2005/06	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	Totals	As of 9/6/2022
Partnership Fund	0	50,000	75,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,725,000	NA
Local Assistance	0	0	0	0	0	0	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	1,170,000	NA
Point Arena	347,081	49,214	51,031	43,367	51,480	45,979	54,677	54,677	62,885	54,622	65,346	55,310	50,409	60,390	67,653	72,779	71,732	74,880	74,753	1,061,184	74,880
Willits	501,833	74,461	77,210	65,615	77,889	69,566	82,726	82,726	95,145	82,643	98,869	83,684	76,268	91,370	102,359	110,115	108,530	113,293	113,101	1,605,571	331,938
Fort Bragg	531,697	79,333	82,262	69,908	82,986	74,118	88,139	88,139	101,370	88,051	105,338	89,159	81,259	97,348	109,057	117,320	115,631	120,706	120,501	1,710,628	560,063
Ukiah	773,729	118,820	123,207	104,703	124,290	111,009	132,009	132,009	151,825	131,876	157,767	133,536	121,703	145,801	163,337	175,713	173,184	180,785	180,478	2,562,052	529,682
County DOT	582,951	88,290	91,550	77,801	92,355	82,486	98,091	98,091	112,816	97,992	117,231	99,226	90,433	108,339	121,370	130,566	128,687	134,334	134,106	1,903,764	0
TOTALS	2,737,291	460,119	500,261	461,393	528,999	483,158	645,642	645,642	714,041	645,185	734,551	650,915	610,072	693,249	753,777	796,494	787,764	813,998	812,939	14,475,490	1,496,564
Cross Check:	2,737,291	460,119	500,261	461,393	528,999	483,158	645,642	645,642	714,041	645,185	734,551	650,915	610,072	693,249	753,777	796,494	787,764	813,998	812,939	14,475,490	

	No Shading = Available to Claim
	Green Shading = Paid to Claimants
	Orange Shading = Estimated funding / not yet received from State

NOTES:

- Administrative procedures as of 2002/03: Claimants to submit Annual Report, Project List, and compliance agreement each funding cycle.
Since 2017/18, Subrecipient Agreements replace the compliance agreement form.
* Reserves MCOG share "off the top" to capital fund for regional projects.
** Reserves additional MCOG share "off the top" for Local Assistance - Project Delivery.

EXHIBIT B

Sample Subrecipient Invoice

(Available by request in Excel format)

Agency Letterhead														
INVOICE														
Work Element/Project Title														
To:														
Mendocino Council of Governments		Invoice Date:												
Attn.: _____		Invoice Number:												
367 N. State St., Suite 206														
Ukiah, CA 95482		Dates of Service:												
Description of Activity	Personnel - Name & Title	Hourly Rate	Hours	Amount Billed										
				\$0.00										
				\$0.00										
				\$0.00										
				\$0.00										
				\$0.00										
				\$0.00										
			Total Labor:	\$0.00										
	Reimbursable Expenses - <i>attach receipts</i>	Item Cost	Quantity	Total Cost										
				\$0.00										
				\$0.00										
				\$0.00										
				\$0.00										
				\$0.00										
				\$0.00										
			Total Reimbursable Expenses:	\$0.00										
			Total Amount Due: \$0.00											
<table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 5px;">Overall Funding Summary</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Total Budget</td> <td style="padding: 5px; text-align: right;">\$ -</td> </tr> <tr> <td style="padding: 5px;">Amount Previously Billed</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Current Amount Billed</td> <td style="padding: 5px; text-align: right;">\$ -</td> </tr> <tr> <td style="padding: 5px;">Balance Remaining</td> <td style="padding: 5px; text-align: right;">\$ -</td> </tr> </tbody> </table>					Overall Funding Summary		Total Budget	\$ -	Amount Previously Billed		Current Amount Billed	\$ -	Balance Remaining	\$ -
Overall Funding Summary														
Total Budget	\$ -													
Amount Previously Billed														
Current Amount Billed	\$ -													
Balance Remaining	\$ -													
I certify the charges for work billed are proper and that progress of the project is commensurate with cash disbursements being claimed on the "Total Amount Due" line above. I have reviewed the invoice and supporting documentation and concur that expenses are consistent with the scope of work.														
Agency Representative Signature:														
Print/type Name and Title:		Date												
Approved for Payment By:														
Name of MCOG Representative:		Date												

EXHIBIT C

MCOG's Adopted Policies & Instructions

Attached:

- C-1 Transportation Planning Overall Work Program (OWP) Policies and Application Instructions (4 pages)
- C-2 Surface Transportation Block Grant (STBG) Program Administrative Procedures (5 pages)
- C-3 Local Transportation Fund 2% Bicycle & Pedestrian Program Application Form (4 pages)

EXHIBIT C-1
MCOG's Adopted Policies & Instructions - OWP
**MENDOCINO COUNCIL OF GOVERNMENTS
OVERALL WORK PROGRAM (OWP)
POLICIES AND APPLICATION INSTRUCTIONS**

General Information

The Mendocino Council of Governments has adopted a policy that a portion of Local Transportation Funds (LTF) will be allocated to assist in funding the annual transportation planning work program. Other funding sources for the work program include various State and Federal funds.

Eligible Applicants/Projects

Eligible applicants include the parties to MCOG's Joint Powers Agreement (JPA), which are the Cities of Ukiah, Willits, Fort Bragg, and Point Arena; and the County of Mendocino. Mendocino Transit Authority is also an eligible applicant. Other potential applicants must have an eligible JPA member sponsor agency.

Projects funded under the annual work program are of a planning nature, including studies related to transportation needs, technical assistance, transportation-related training for Technical Advisory Committee (TAC) members, Local Agency Staff, and MCOG staff; administration of the work program, and direct costs.

Application Cycle/Schedule

The cycle for the OWP process shall begin annually October 15, at which time MCOG staff will forward the OWP application package consisting of these Policies and Application Instructions, an Application/Proposed Scope of Work Form (attached), and a Quarterly Report Form (attached) to TAC members. **There shall be a six week application period of October 15 - December 1**, with all applications due to the MCOG office no later than 5:00 p.m. on December 1 of each year (if this date falls on a weekend, the following Monday shall apply).

Applicants must submit three (3) copies of the completed application/scope of work form, and one electronic copy. Incomplete applications or applications with insufficient copies will be returned to the applicant for completion.

A preliminary draft OWP is prepared by MCOG staff for review at the TAC level, and submitted to Caltrans by March 1. After incorporation of Caltrans' comments, a Final OWP is prepared for MCOG approval. The Final OWP is adopted along with the Regional Transportation Planning Agency annual budget in June of each year.

Quarterly Reporting/Payments

All agencies that are funded under the work program are required to submit quarterly progress reports to the MCOG office within 15 days following the end of each quarter. The progress of each work element is then compiled into a quarterly OWP report, which is submitted to the State.

Payments are tied to timely submittal of quarterly reports and satisfactory performance as determined by MCOG. Payments are made to work program participants upon invoicing with documentation of work performed, and subject to approval by MCOG's Executive Director.

Amendments

Any formal amendment to the approved work program requires approval by both MCOG and Caltrans, therefore any delays or problems should be promptly communicated with MCOG staff. Amendments to the approved work program are not allowed by Caltrans after May 1 of any year. Administrative amendments which involve insignificant changes (with no changes to state or federal funding) require approval only by MCOG.

Carryover Requests

The program period for each work program is July 1 through June 30 of each year. Every attempt must be made to complete programmed activities within the programmed fiscal year; however, if there is a need to carry over a project to the next fiscal year for completion, the requesting agency must submit justification for the carry over to MCOG. Carryover requests are subject to the following restrictions:

Projects funded with State Rural Planning Assistance (RPA) funds are expected to be completed in the initial year of programming; however, limited extensions are possible and will be considered on a case-by-case basis (*subject to approval by the MCOG Executive Director*). Caltrans allows up to 25% of an agency's annual RPA allocation to be carried over for a maximum of one year, after the initial year of programming.

Projects funded with Local Transportation Funds (LTF) funds may be carried over (*subject to approval by the MCOG Executive Director*) for a maximum of two years, after the initial year of programming.

Projects funded with Planning, Programming & Monitoring (PPM) funds may be carried over (*subject to approval by the MCOG Executive Director*) for a maximum of two years, after the initial year of programming.

Grant funded projects are subject to the carryover provisions of the pertinent State or Federal funds.

Attachments: OWP Application – Scope of Work Form
OWP Quarterly Report Form

MENDOCINO COUNCIL OF GOVERNMENTS
FY _____ OVERALL WORK PROGRAM
APPLICATION - PROPOSED SCOPE OF WORK

Applicant Agency:**Date Submitted:****Contact Person:****Project Title:**

Use additional sheets as necessary to prepare outline.

GOAL/PURPOSE - What does this planning project intend to achieve? How does this planning work address the goals and objectives of the 2017 Regional Transportation Plan? See RTP pages 18-29, available on MCOG's website <https://mendocinocog.specialdistrict.org>.

PREVIOUS WORK - Has any related work been done in the past?

TASKS - List all tasks and responsible party for each task.

PRODUCTS - Identify products of the planning effort. How will these products be used to improve the state, regional, or local transportation system?

TIME SCHEDULE - Provide a monthly schedule by task. Schedule must indicate that all tasks can be completed in one fiscal year.

SAMPLE

Tasks	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	x	x	x									
2-6				x	x	x	x	x	x			
7										x	x	x

ESTIMATED PERSON DAYS/ COST BREAKDOWN - Provide estimated person days and costs for each agency and consultant.

PROPOSED FUNDING SOURCES & AMOUNTS - Provide amounts of proposed funding from all sources. Are there leveraging opportunities available? Has funding from other sources been sought for this planning project?

Notes:

1. Receipts and documentation are required for all direct costs, including copies of consultant invoices and receipts. Mark-up of direct costs is not allowed.
2. Travel costs are limited to Caltrans approved travel rates, available at the following link: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm#rr>.
3. It is applicant's responsibility to comply with all fiscal and procurement requirements of federal, state, regional, or local funding agencies.
4. The Transportation Development Act (TDA) requires recipients of Local Transportation Funds to submit annual fiscal audits to MCOG.

**MENDOCINO COUNCIL OF GOVERNMENTS
OVERALL WORK PROGRAM QUARTERLY REPORT
_____ Quarter, FY _____**

AGENCY:

DATE:

WORK ELEMENT NO. & TITLE:

PURPOSE:

PROGRESS:

PRODUCT EXPECTED:

PROBLEMS:

OUTLOOK/STATUS:

FUNDS:

OWP Funding: \$_____

Claimed to date \$_____

Balance to be claimed: \$_____

MENDOCINO COUNCIL OF GOVERNMENTS

SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM

Claim Procedures

Revised October 7, 2021

Supersedes “Administrative Procedures” of 2003, 2007

Funding Overview

Federal transportation legislation authorizes funding for the STBG Program, most recently through the Fixing America’s Surface Transportation (FAST) Act of 2015, administered by the Federal Highway Administration (FHWA). Previously known as the Regional Surface Transportation Program (RSTP), “block grant” was added to the name under the FAST Act, acknowledging the historically flexible eligibility of these funds to best address State and local transportation needs. The funds are apportioned to the States, which then suballocate by region.

In California, the Department of Transportation (Caltrans) offers an optional Federal Apportionment Exchange Program to the Regional Transportation Planning Agencies. The Mendocino Council of Governments (MCOG) customarily has taken advantage of this option to exchange for nonfederal State Highway Account (SHA) funds, to relieve the administrative burden of receiving federal funds, by executing an exchange agreement annually with Caltrans. The terms are governed by California Streets and Highways Code, Article 5, Section 182.6.

MCOG annually allocates STBG funds by budget resolution to the County of Mendocino and the Cities of Ukiah, Willits, Fort Bragg, and Point Arena, according to a distribution formula adopted by MCOG on November 2, 1998 and amended on June 5, 2006. The funds are held until claimed by each of these member local agencies, subject to administrative requirements to comply with State terms.

Eligible uses of the STBG funds are identified in the California Constitution Article 19, Motor Vehicle Revenues, Section 1, summarized as:

The research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for nonmotorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes.

Administrative Requirements

This amendment of MCOG’s claim requirements is meant to better align with the master terms of its Subrecipient Cooperative Agreement with the member agencies (started in 2017), which flow down terms and conditions of the various public funds received and administered by MCOG. Terms for submittal of Invoices, Reporting and Deliverables are detailed in Section 5 of the Agreement.

Whereas previously MCOG has distributed RSTP/STBG funds as either an advance or a reimbursement, as requested by the claimant, this amendment requires documentation of costs incurred for the eligible project before release of the funds allocated to claimants, consistent with the Agreement.

Claimants may “save up” annual allocations to accumulate in MCOG’s fund for a larger project than can be funded in a single year, until ready to submit a multi-year claim. Conversely, a project may be broken down into phases for more manageable cash flow, to be reimbursed in annual installments.

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Before expending funds on a project for later reimbursement, each claimant shall submit to MCOG a list of eligible projects on which they plan to expend the funds, for determination of eligibility. A form is provided for this purpose. MCOG will notify each claimant agency of their fund balances available, at least annually.

The list shall include a project description, the names of all streets and roads with potential projects, the type of project (e.g. rehabilitation, maintenance, improvement, operations, safety, etc.) and the functional classification based on the "annual maintained mileage report" prepared by each agency. If the project is for equipment or other street/road-related items, specify relevant details in the description.

Upon determination by MCOG of project eligibility, reimbursable work may proceed. Claims may be submitted for reimbursement upon project or phase completion, to include an invoice and a summary list of expenses with date, payee, description and amount for each expenditure. Claimant shall retain backup documentation such as receipts for at least three years after final STBG payment. Unclaimed amounts will remain reserved in claimant's available fund balance for future claims.

Note that this revised procedure might not perfectly reflect terms of the current master Subrecipient Agreement, which is due for review and update in Fiscal Year 2022/23, when terms may be amended as needed.

Checklist

- ☐ Refer to annual Subrecipient Agreement exhibit for available funds.
- ☐ Plan project, consult with MCOG staff as needed.
- ☐ Submit list to MCOG for review and determination of eligibility.
- ☐ On approval, proceed with reimbursable project work.
- ☐ Following project or phase completion, submit invoice to MCOG.
- ☐ Keep expense documentation on file for the required retention period.

Attachments

- List submittal form, available as Word document
- Sample reimbursement invoice, available as Excel spreadsheet
- Sample expense summary

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SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (STBG)

Project List
for Fiscal Year _____
(List all Potential or Planned Projects)

Name of Street/Road/Project	Type of Project (examples below)*	Functional Class and/or Description **

Authorized Signature Date

Printed Name & Title

Agency

* Project Type examples: Rehabilitation, maintenance, improvement, operations, equipment, safety, bicycle lane, pedestrian access, environmental mitigation, streetscape

** Functional Classification and/or Description examples:
Arterial, major/minor collector, local road, paving, chip seal, sidewalks, storm drains, street sweeper, traffic signal

Agency Letterhead

INVOICE

Date

Invoice # _____

BILL TO:

Mendocino Council of Governments
 Attn. Janet Orth, Deputy Director & CFO
 525 S. Main St., Suite B
 Ukiah, CA 95482

PROJECT:

Surface Transportation Block Grant (STBG) Program
 Name of project

Date/s Completed:

Date range

Fiscal Year of MCOG Funding Allocation by Formula Distribution	MCOG Amount Allocated	Difference of Allocation and Amount Claimed	Total Reimbursement Request
Example: FY 2019/20		\$0	
FY 2020/21		\$0	
FY 2021/22		\$0	
		\$0	
		\$0	
		\$0	
		\$0	
TOTAL INVOICE AMOUNT DUE:			\$0

Supporting documentation, including expense summary list, is attached.
 Further detailed documentation is on file for the required retention period.
 All expenditures requested for reimbursement have been processed and paid.

 Name of authorized signator
 Position title

 Date

[Report Date]

[PROJECT NAME] EXPENSE SUMMARY

Type	Date	Num	Source Name	Memo	Debit	Credit	Balance
Bill	07/27/2020	9094	MENDOCINO METALS		196.71		196.71
Credit Card Charge	09/01/2020		OFFICE SUPPLY.COM		233.87		430.58
Credit Card Charge	09/17/2020		OFFICE SUPPLY.COM		58.47		489.05
Bill	10/09/2020	Estimate 10092020	JERI-CO GARAGE DOORS		8,100.00		8,589.05
Bill	10/09/2020	Remaining Balance	JERI-CO GARAGE DOORS		8,100.00		16,689.05
Bill	10/12/2020	9195	MENDOCINO METALS		716.76		17,405.81
Bill	10/14/2020	505237-2	AACTION RENTS		54.88		17,460.69
Bill	10/15/2020	9074649	HOME DEPOT		138.23		17,598.92
Bill	10/29/2020	5022154	HOME DEPOT		63.47		17,662.39
Bill	11/02/2020	1070212	HOME DEPOT		292.87		17,955.26
Bill	11/04/2020	781159	Solid Waste Systems, Inc		88.85		18,044.11
Bill	11/20/2020	513463-2	AACTION RENTS		163.52		18,207.63
Bill	11/25/2020	146754	RELIABLE MILL SUPPLY INC		542.72		18,750.35
Bill	11/30/2020	November 2020	FRIEDMAN BROS.		1,966.10		20,716.45
Bill	12/04/2020	November 2020	HOME DEPOT		3,533.92		24,250.37
Credit Card Charge	12/16/2020		HOME DEPOT		85.22		24,335.59
Credit Card Charge	12/17/2020		Northern Tool		420.70		24,756.29
Bill	12/18/2020		Solid Waste Systems. Inc		171.19		24,927.48
Credit Card Charge	12/22/2020		HD Supply White Cap		543.50		25,470.98
Credit Card Charge	12/23/2020		HOME DEPOT		1,598.66		27,069.64
Credit Card Charge	12/23/2020		Norcal Recycle Rock		251.86		27,321.50
Credit Card Charge	12/30/2020		Norcal Recycle Rock		90.62		27,412.12
Bill	12/31/2020	20809	NOR-CAL RECYCLED ROCK		157.43		27,569.55
Bill	12/31/2020	December 2020	FRIEDMAN BROS.		2,903.00		30,472.55
Credit Card Charge	01/01/2021		National Business Furniture		1,386.90		31,859.45
Bill	01/04/2021	321132	MENDO MILL		233.68		32,093.13
Bill	01/05/2021	December 2020	HOME DEPOT		1,055.01		33,148.14
Bill	01/11/2021	521708-2	AACTION RENTS		411.59		33,559.73
Bill	01/11/2021	1544749	HOME DEPOT		601.62		34,161.35
Bill	01/13/2021	9544826	HOME DEPOT		151.55		34,312.90
Bill	01/19/2021	20841	NOR-CAL RECYCLED ROCK		37.76		34,350.66
Bill	01/21/2021	1353921	HOME DEPOT		353.46		34,704.12
Credit Card Charge	01/25/2021		AMAZON BUSINESS		269.68		34,973.80

FY 2022/23 – 2026/27 Subrecipient Cooperative Agreement – City of Ukiah



MENDOCINO COUNCIL OF GOVERNMENTS

525 South Main Street~Ukiah~California~95482
www.mendocinocog.org

NEPHELE BARRETT, EXECUTIVE DIRECTOR

Administration: Suite B
(707) 463-1859
Transportation Planning: Suite G
(707) 234-3434

2022-23 APPLICATION FOR MCOG FUNDING PEDESTRIAN and/or BICYCLE FACILITIES PROJECT

Please complete each portion of the application in as much detail as possible/appropriate.

1. Project Name:	9. Line item cost estimate:
2. Applicant (City, County, MTA)	a. Environmental Documentation
3. Estimated Total Cost: \$	b. Design
4. Funding Requested: \$	c. Right-of-Way
5. Other Funding: (identify amounts & sources)	d. Construction
6. This Form Prepared By:	
7. Phone Number:	
8. Date:	
10. Description of project: Specify type of facility (pedestrian walkway, standard sidewalk, bikeway (Class I, II, or III) multi-use facility, ADA compliance, etc. How does this project implement the 2008 California Complete Streets legislation?	

11. How would this facility improve safety? (Upgrade existing facility, provide new facility, remove gaps in existing system?)

12. How much use (in users per day, or per week) would this facility get? What is the basis for this estimate? (What is the traffic volume on adjacent street/road, if applicable?)

13. To what extent would this facility be used by commuters? Commuters are people (including children) who use the facility for utilitarian purposes (including work, school, shopping, etc.). Identify below and on project map, non-motorized traffic generators and attractors (residential neighborhoods, schools, shopping, recreational areas, etc.) along or at termini of proposed project.

14. What is the readiness of this project? Include milestones for each activity below:

<u>Activity</u>	<u>Date (mo/yr)</u>
Environmental	
Design	
Right-of-Way	
Construction	

15. Will this project completely or partially implement a specific plan that has been developed and adopted for the area? Examples are: Downtown Design Plan, Community Action Plan, Downtown Streetscape Plan, ADA Implementation Plan, Transit Service Implementation Plan.

16. Is the proposed project identified in or consistent with existing plans for the area (Active Transportation Plan, Bikeway Plan, City/County General Plans, Regional Transportation Plan, and others)? Identify where project is listed in plan or state how consistency with plan is achieved.

17. What alternate sources of funding have been sought for this project?

<u>Source</u>	<u>Application Date</u>	<u>Status</u>	<u>Date Available if Approved</u>

18. Is this non-motorized project a component of a larger project? If so, provide details of the larger project

19. What other funds have already been committed to this project?

<u>Fund Type</u>	<u>Amount</u>	<u>Documentation</u> (Funding Agreement, Resolution/Minute Order)

20. Does your agency currently have any open LTF 2% Bike & Pedestrian projects? If so, what is the status?

21. Other Comments:

EXHIBIT D

Special Conditions

REGIONAL EARLY ACTION PLANNING (REAP)

MCOG amended its Joint Powers Agreement (JPA) in 2020 to add housing matters as a specific power, with all five member agencies approving by resolution, in order to take advantage of grant opportunities from California Department of Housing and Community Development (HCD).

HCD awarded a Regional Early Action Planning (REAP) Program grant to MCOG under its Local Government Planning Support Grants Program to Councils of Governments and other Regional Entities (as described in Health and Safety Code section 50515.02), for activities that “increase housing planning and accelerate housing production in ways that align with state planning priorities, housing, transportation, equity, and climate goals” with eligible activities that include providing technical assistance, performing infrastructure planning, and conducting feasibility studies.

MCOG elected to suballocate 90 percent of the grant funds to member jurisdictions for these activities, and after consultation with agency staffs, approved a distribution formula. Each agency chose one or more eligible projects to accomplish. MCOG shall reimburse each agency upon receipt of invoices for allowable costs as described in the grant proposal.

Due to a time extension by HCD, projects may be carried over to Fiscal Year 2023/24. Refer to MCOG’s REAP application for details, available by request.

City of Ukiah’s 2022/23 grant funding is \$69,536.

FUNDING AND AGENCY RESPONSIBILITIES:REAP Suballocations – Carried Over

County of Mendocino	\$177,228
City of Ukiah	69,536
City of Fort Bragg	46,410
City of Willits	35,365
City of Point Arena	<u>0</u> - project completed
Subtotal	\$328,539

MCOG REAP funds carried over (of \$38,325 or 10%) \$ 25,912
for Grant Administration & Management

TOTAL REAP Grant carried over \$ 354,451

Responsible Agency	Estimated Person Days	Budget	Funding Source	Funding Year
City of Ukiah	N/A	69,536	State HCD	2020/21

Excerpt of MCOG's REAP application:

"The City of Ukiah plans to use their REAP funds to upgrade their permitting software, helping them improve the building and permit processing for residential construction. The intent of the software upgrade is to bring the City's planning and building permitting processes more fully into the 21st century, enabling electronic plan and application submittals and routing. The Building Official has estimated this improvement will reduce the time building permit applications reviewed by 5-15 business days (1-3 weeks), allowing projects to more quickly receive approval, therefore reducing project completion time. It will save time and money for the building community by not requiring multiple hard copies of building plan submittals. On the planning side, the time savings are expected to be primarily on the clarity of information presented and contract routing. The City currently uses a paper application for planning permit applications and this would be replaced by an electronic application with customizable fields, allowing the division to more quickly update and customize applications for ease of use by applicants and when new ordinances and regulations are updated. The planning division expects time savings to be between 5 and 10 business days (1-2 weeks)."

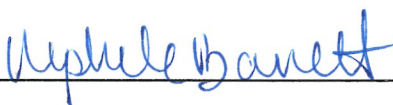
Project Timeline and Budget for Eligible Activity 4 - Suballocating moneys to jurisdictions or other subregional entities:

Task	Est. Cost	Begin	End	Deliverable
City of Ukiah				
Update Permitting Software	\$ 69,536	3/1/2021	1/31/2024	New permitting software

The parties to this AGREEMENT agree to the terms of this Annual Exhibit D and acknowledge that all applicable terms and conditions of the updated Master Agreement, effective July 1, 2022, shall apply.

Mendocino Council of Governments:

City of Ukiah:



Nephel Barrett, Executive Director

Date: 10-25-22



Sage Sangiacomo, City Manager

Date: Oct 17, 2022



AGENDA SUMMARY REPORT

SUBJECT: Introduction by Title Only of an Ordinance Amending Chapter 4.1 to Division 5 of the Ukiah City Code to Establish Organic Waste Disposal Regulation and Enforcement Requirements per Senate Bill 1383, Short-Lived Climate Pollutants.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. Ordinance No 1221 to Regulate and Enforce Reduction of Organic Waste Disposal
2. Organic Waste Disposal Reduction Ordinance Self-Haul Amendment Redline
3. Organic Waste Disposal Reduction Ordinance Self-Haul Amendment clean

Summary: Council will consider introducing an ordinance amending Chapter 4.1 to Division 5 of the Ukiah City Code to establish organic waste disposal regulation and enforcement requirements per Senate Bill 1383, Short-Lived Climate Pollutants.

Background: On February 16, 2022, the Ukiah City Council was presented with a Resolution to comply with the regulatory requirements Senate Bill 1383, Short-Lived Climate Pollutants. On March 2, 2022, City Council introduced an ordinance that provided regulation and enforcement tools to divert and reduce the amount of short-lived climate pollutants. The March 2022 Ordinance is attached here as Attachment 1.

Discussion: SB 1383 requires the City to adopt an enforceable ordinance to compel city residents and business owners to recycle their organic waste, comply with other requirements of the regulation. The responsibility for the funding, administrative services and implementation of those goals are put upon the City. Part of the requirements of SB1383 is to implement regulations regarding self-haulers. Self-haulers are defined as someone who hauls solid waste, organic waste or recyclable material generated by another person. A typical self-hauler would be a landscaper who collects green waste like lawn clippings, brush etc from a customer's residence. The original ordinance adopted by the City did not address self-haulers specifically. This amendment to the City Code would define self-haulers and establish regulations and enforcement provisions applicable to self-haulers. See Attachments 2 and 3 for complete revisions, in redlined and clean versions.

Recommended Action: Introduce, by title only, an Ordinance amending Chapter 4.1 to Division 5 of the Ukiah City Code to establish organic waste disposal regulation and enforcement requirements per Senate Bill 1383, Short-Lived Climate Pollutants.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: City Attorney

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): 3a – Continue to lead the way in solid waste diversion including the diversion of compostable food.

GENERAL PLAN ELEMENTS (GP):N/A

Approved:


Sage Sangiacomo, City Manager

ORDINANCE NO. 1221**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING CHAPTER 4.1 TO DIVISION 5 OF THE UKIAH CITY CODE TO REGULATE AND ENFORCE REDUCTION OF ORGANIC WASTE DISPOSAL**

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

SECTION ONE. FINDINGS

1. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment..
2. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires the City to implement a Mandatory Commercial Recycling program..
3. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires local agencies to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires local agencies to implement a Mandatory Commercial Organics Recycling program..
4. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including local agencies, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets..
5. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires local agencies to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This Ordinance will also help reduce food insecurity by requiring

Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption..

SECTION TWO.

Chapter 4.1 is hereby added to Division 5 of the Ukiah City Code and shall read as follows:

Chapter 4.1 ORGANIC WASTE DISPOSAL REDUCTION

Article 1 Definitions

§4450.0 Definitions

For the purposes of this Chapter and as used herein, certain abbreviations, terms, phrases, words and their derivations shall be construed and shall have the meaning and be defined as hereinafter provided in this Article.

- (a) "Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
- (b) "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on local agencies (and others).
- (c) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).
- (d) "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.
- (e) "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Subsections 4450.0(III) and 4450.0(mmm) of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (f) "Compliance Review" means a review of records by the City to determine compliance with this Chapter.
- (g) "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

- (h) "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this Chapter, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
- (i) "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- (j) "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- (k) "C&D" means construction and demolition debris.
- (l) "Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities of this Chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- (m) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- (n) "Enforcement Action" means an action of the City to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- (o) "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or Chapter, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- (p) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (q) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

- (r) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (s) "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

- (t) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- (u) "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (v) "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (w) "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- (x) "Food Waste" means Food Scraps and Food-Soiled Paper..
- (y) "Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
- (s) "Gray Container Waste" means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

- (aa) "Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- (bb) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (cc) "Hauler Route" means the designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- (dd) "Inspection" means a site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (ee) "City Enforcement Official" means the city manager, county administrative official, chief operating officer, executive director, or other executive in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing this Chapter. See also "Regional or County Agency Enforcement Official".
- (ff) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Chapter.
- (gg) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.
- (hh) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (ii) "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

- (jj) "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (kk) "Non-Local Entity" means the following entities that are not subject to the Jurisdiction's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):
- (1) Special district(s) located within the boundaries of the Jurisdiction.
 - (2) County fairgrounds located within the boundaries of the City
 - (3) State agencies located within the boundaries of the Jurisdiction.
- (ll) "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- (mm) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (nn) "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (oo) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (pp) "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (qq) "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- (rr) "Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Jurisdiction's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Jurisdiction's Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in Jurisdiction's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

- (ss) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- (tt) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (uu) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- (vv) "Regional Agency" means regional agency as defined in Public Resources Code Section 40181.
- (ww) "Regional Agency or County Enforcement Official" means a regional or county agency enforcement official, designated by the City with responsibility for enforcing this Chapter in conjunction or consultation with the City Enforcement Official. The City may opt not to designate a Regional Agency or County Enforcement Official.
- (xx) "Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).
- (yy) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (zz) "Route Review" means a visual inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (aaa) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (bbb) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (ccc) "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.
- (ddd) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste,

manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
 - (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
 - (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
- (eee) "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Chapter, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.
- (fff) "Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).
- (ggg) "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.
- (hhh) "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
- (iii) "State" means the State of California.
- (jjj) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (kkk) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.

(III) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Chapter.

(mmm) "Uncontainerized Green Waste and Yard Waste Collection Service" or "Uncontainerized Service" means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator's house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

(nnn) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

Article 2 Requirements for Compliance

§4450.1 Requirements for Single-Family Organic Waste Generators

Single-Family Organic Waste Generators shall comply with the following requirements:

- (a) Shall subscribe to the City's Organic Waste collection services for all Organic Waste generated as described below in Section 4(b). The City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic

Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

- (b) Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described in Subsection c of this Section, and shall not place Prohibited Container Contaminants in collection containers.
- (c) Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

§4450.2 Requirements for Commercial Businesses

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (a) Subscribe to the City's collection services and comply with requirements of those services as described below in Subsection (b).
- (b) Participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described in Subsection (c) of this Section.
- (c) Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.
- (d) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Subsections (e)(1) and 6(e)(2) below) for employees, contractors, tenants, and customers, consistent with the City's Blue Container, Green Container, and Gray Container collection service.
- (e) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - (1) A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

- (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (f) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Subsection (d) above pursuant to 14 CCR Section 18984.9(b).
- (g) To the extent practical through education, training, inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service.
- (h) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (i) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- (j) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- (k) Provide or arrange access for the City or its agent to their properties during all inspections conducted in accordance with Section 4450.6 of this Chapter to confirm compliance with the requirements of this Chapter.
- (l) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (m) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 4450.4.

§4450.3 Requirements for Commercial Edible Food Generators

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

- (c) Commercial Edible Food Generators shall comply with the following requirements:
- (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow the City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (d) Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

§4450.4 Requirements for Food Recovery Organizations and Services

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

§4450.5 Requirements for Haulers and Facility Operators

- (a) Requirements for Haulers. The exclusive franchise providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:
 - (1) Through written notice to the City annually on or before January 1, 2023, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
 - (2) Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - (3) Obtain approval from the City to haul Organic Waste, unless it is transporting Source

Separated Organic Waste to a Community Composting site or lawfully transporting construction and demolition materials ("C&D") in a manner that complies with 14 CCR Section 18989.1, and applicable provisions of this Chapter and of the Ukiah City Code.

(b) **Requirements for Facility Operators and Community Composting Operations**

- (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
- (2) Community Composting operators, upon the City's request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

Article 3 Investigatory and Enforcement Authority of the City

§4450.6 Inspections and Investigations by the City

- (a) City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow the City to enter the interior of a private residential property for Inspection.
- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.
- (c) Any records obtained by the City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.
- (e) The City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

§4450.7 Enforcement

- (a) Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City Enforcement Official or representative. Enforcement Actions under this Chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant to this Chapter, except as otherwise indicated in this Chapter.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- (c) **Responsible Entity for Enforcement**
 - (1) Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Official, which may be the City Manager or their designee, legal counsel, or combination thereof.
 - (2) Enforcement may also be undertaken by a Regional or County Agency Enforcement Official, designated by the City, in consultation with City Enforcement Official.
 - (A) City Enforcement Official(s) and Regional or County Agency Enforcement Official, if designated, will interpret this Chapter; determine if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.
 - (B) City Enforcement Official(s) and Regional or County Agency Enforcement Official, if designated, may issue Notices of Violation(s).
- (d) **Process for Enforcement**
 - (1) City Enforcement Officials or Regional or County Enforcement Officials and/or their Designee will monitor compliance with the Chapter randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 4450.6 establishes City's right to conduct Inspections and investigations.
 - (2) The City may issue an official notification to notify regulated entities of its obligations under the Chapter.
 - (3) The City shall issue a Notice of Violation requiring compliance within sixty (60) days of issuance of the notice.
 - (4) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to this Section. Notices shall be sent to "owner" at the official

address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(e) **Penalty Amounts for Types of Violations.** The administrative penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) **Factors Considered in Determining Penalty Amount.** The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this Chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) **Compliance Deadline Extension Considerations.**

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) **Appeals Process.**

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation.

- (1) The violator may file an appeal of the issuance of the Citation with the City Enforcement Official. Such appeal shall be in writing and shall identify the property subject to the citation. The City Enforcement Official shall then cause the matter to be set for hearing before a Hearing Officer appointed by the City to hear such matters. The Hearing Officer shall be qualified by training, education and/or experience to conduct the hearing and shall be impartial. Except in his or her capacity as a Hearing Officer, he or she shall have no personal or business relationship to the property owner or the City.
- (2) Notice of the date of hearing shall be given in writing. The date of the hearing shall be no sooner than fifteen (15) days from the date when notice of the hearing is given to the appellant and to the City Enforcement Official.
- (3) At the time fixed in the notice, the Hearing Officer shall receive evidence, including the testimony of all competent persons desiring to testify respecting the condition leading to issuance of the citation.
- (4) Upon conclusion of the hearing, the Hearing Officer(s) shall determine whether to sustain or overrule the issuance of the citation and shall issue a written order.
- (5) The decision of the Hearing Officer on the determination of nuisance is final. Any appeal of the Hearing Officer's decision shall be governed by California Code of Civil Procedure section 1094.6 as such section may be amended from time to time.

(i) **Education Period for Non-Compliance**

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) **Civil Penalties for Non-Compliance**

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section, as needed.

SECTION THREE.

1. **Publication:** Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of

the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.

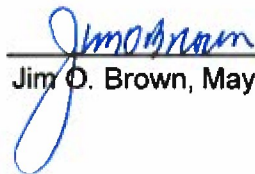
2. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on March 2, 2022, by the following roll call vote:

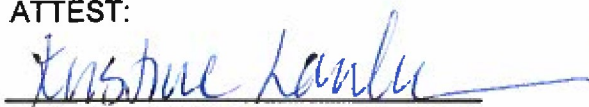
AYES: Councilmembers Orozco, Crane, Rodin, Duenas, and Mayor Brown
NOES: None
ABSENT: None
ABSTAIN: None

Adopted on March 16, 2022, by the following roll call vote:

AYES: Councilmembers Orozco, Rodin, Duenas, and Mayor Brown
NOES: None
ABSENT: Councilmember Crane
ABSTAIN: None



Jim O. Brown, Mayor

ATTEST:


Kristine Lawler, CMC/City Clerk

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING CHAPTER 4.1 TO DIVISION 5 OF THE UKIAH CITY CODE TO APPLY ORGANIC WASTE DISPOSAL REGULATION AND ENFORCEMENT PROVISIONS TO SELF-HAULERS

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

SECTION ONE.

Chapter 4.1 ~~is hereby added to of~~ Division 5 of the Ukiah City Code ~~and shall~~ is hereby amended read as follows (unchanged text is omitted and is shown by “* * *”):

Chapter 4.1 ORGANIC WASTE DISPOSAL REDUCTION

Article 1 Definitions

§4450.0 Definitions

For the purposes of this Chapter and as used herein, certain abbreviations, terms, phrases, words and their derivations shall be construed and shall have the meaning and be defined as hereinafter provided in this Article.

* * *

(ccc) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

(ddd) “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A). “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

(~~dddeee~~) “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

(~~eeeffff~~) “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

(~~fff~~ggg) "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Chapter, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

(~~ggg~~hhh) "Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

(~~hhh~~iii) "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

(~~iii~~jjj) "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

(~~jjj~~kkk) "State" means the State of California.

(~~kkk~~lll) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(~~lll~~mmm) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.

~~(mmmmnnn)~~ “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Chapter.

~~(nnnnooo)~~ “Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

~~(ooooooo)~~ “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

Article 2 Requirements for Compliance

§4450.1 Requirements for Single-Family Organic Waste Generators

Single-Family Organic Waste Generators shall comply with the following requirements, except Single-Family generators that meet the Self-Hauler requirements in Section 4450.6 of this Chapter:

(a) Shall subscribe to the City’s Organic Waste collection services for all Organic Waste generated as described below in Section 4(b). The City shall have the right to review the number and size of a generator’s containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(b) Shall participate in the City’s Organic Waste collection service(s) by placing designated materials in designated containers as described in Subsection c of this Section, and shall not place Prohibited Container Contaminants in collection containers.

(c) Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in

the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

§4450.2 Requirements for Commercial Businesses

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

(a) Subscribe to the City's collection services and comply with requirements of those services as described below in Subsection (b), except Commercial Businesses that meet the Self-Hauler requirements in Section 4450.6 of this Chapter.

(b) Except Commercial Businesses that meet the Self-Hauler requirements in Section 4450.6 of this Chapter, Participate-participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described in Subsection (c) of this Section.

(c) Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.

(d) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Subsections (e)(1) and 6(e)(2) below) for employees, contractors, tenants, and customers, consistent with the City's Blue Container, Green Container, and Gray Container collection service, or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with this Chapter.

(e) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

(1) A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

(2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

(f) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Subsection (d) above pursuant to 14 CCR Section 18984.9(b).

(g) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance this Chapter.

(h) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

(i) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

(j) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

(k) Provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 4450.6 of this Chapter to confirm compliance with the requirements of this Chapter.

(l) If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in Section 12 of this ordinance.

~~(m)~~ Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

~~(mn)~~ Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 4450.4.

§4450.3 Requirements for Commercial Edible Food Generators

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Commercial Edible Food Generators shall comply with the following requirements:

- (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
- (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
- (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- (4) Allow the City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
- (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (d) Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

§4450.4 Requirements for Food Recovery Organizations and Services

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
- (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
- (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
- (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
- (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
- (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

§4450.5 Requirements for Haulers and Facility Operators

(a) Requirements for Haulers. The exclusive franchise providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

- (1) Through written notice to the City annually on or before January 1, 2023, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
- (2) Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
- (3) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting construction and demolition materials ("C&D") in a manner that complies with 14 CCR Section 18989.1, and applicable provisions of this Chapter and of the Ukiah City Code.

(b) Requirements for Facility Operators and Community Composting Operations

(1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

(2) Community Composting operators, upon the City's request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

§4450.6 Self-Hauler Requirements

(a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that Jurisdiction otherwise requires generators to separate for collection in the Jurisdiction's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

(b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

(c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to inspection by the Jurisdiction. The records shall include the following information:

(1) Delivery receipts and weight tickets from the entity accepting the waste.

(2) The amount of material in cubic yards or tons transported by the generator to each entity.

(3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste

(d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in subsection (c) above to Jurisdiction if requested.

(e) A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or

report information in Section 12(c) and (d).

Article 3 Investigatory and Enforcement Authority of the City

§4450.76 Inspections and Investigations by the City

(a) City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow the City to enter the interior of a private residential property for Inspection.

(b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.

(c) Any records obtained by the City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(d) City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.

(e) The City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

§4450.87 Enforcement

(a) Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City Enforcement Official or representative. Enforcement Actions under this Chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant to this Chapter, except as otherwise indicated in this Chapter.

(b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a

reasonable use of City staff and resources.

(c) Responsible Entity for Enforcement

(1) Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Official, which may be the City Manager or their designee, legal counsel, or combination thereof.

(2) Enforcement may also be undertaken by a Regional or County Agency Enforcement Official, designated by the City, in consultation with City Enforcement Official.

(A) City Enforcement Official(s) and Regional or County Agency Enforcement Official, if designated, will interpret this Chapter; determine if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

(B) City Enforcement Official(s) and Regional or County Agency Enforcement Official, if designated, may issue Notices of Violation(s).

(d) Process for Enforcement

(1) City Enforcement Officials or Regional or County Enforcement Officials and/or their Designee will monitor compliance with the Chapter randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 4450.76 establishes City's right to conduct Inspections and investigations.

(2) The City may issue an official notification to notify regulated entities of its obligations under the Chapter.

(3) The City shall issue a Notice of Violation requiring compliance within sixty (60) days of issuance of the notice.

(4) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to this Section. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(e) Penalty Amounts for Types of Violations. The administrative penalty levels are as follows:

(1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.

(2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.

(3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) Factors Considered in Determining Penalty Amount. The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
 - (2) The violator's ability to pay.
 - (3) The willfulness of the violator's misconduct.
 - (4) Whether the violator took measures to avoid or mitigate violations of this Chapter.
 - (5) Evidence of any economic benefit resulting from the violation(s).
 - (6) The deterrent effect of the penalty on the violator.
 - (7) Whether the violation(s) were due to conditions outside the control of the violator.
- (g) Compliance Deadline Extension Considerations.

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process.

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation.

- (1) The violator may file an appeal of the issuance of the Citation with the City Enforcement Official. Such appeal shall be in writing and shall identify the property subject to the citation. The City Enforcement Official shall then cause the matter to be set for hearing before a Hearing Officer appointed by the City to hear such matters. The Hearing Officer shall be qualified by training, education and/or experience to conduct the hearing and shall be impartial. Except in his or her capacity as a Hearing Officer, he or she shall have no personal or business relationship to the property owner or the City.
- (2) Notice of the date of hearing shall be given in writing. The date of the hearing shall be no sooner than fifteen (15) days from the date when notice of the hearing is given to the appellant and to the City Enforcement Official.
- (3) At the time fixed in the notice, the Hearing Officer shall receive evidence, including the testimony of all competent persons desiring to testify respecting the condition leading to issuance of the citation.

(4) Upon conclusion of the hearing, the Hearing Officer(s) shall determine whether to sustain or overrule the issuance of the citation and shall issue a written order.

(5) The decision of the Hearing Officer on the determination of nuisance is final. Any appeal of the Hearing Officer's decision shall be governed by California Code of Civil Procedure section 1094.6 as such section may be amended from time to time.

(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section, as needed.

SECTION TWO.

1. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.

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

Introduced by title only on _____, 2023, by the following roll call vote:

AYES: NOES: None

ABSENT: None

ABSTAIN: None

Adopted on _____, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mari Rodin, Mayor

ATTEST:

Kristine Lawler, CMC/City Clerk

ORDINANCE NO.**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING CHAPTER 4.1 TO DIVISION 5 OF THE UKIAH CITY CODE TO APPLY ORGANIC WASTE DISPOSAL REGULATION AND ENFORCEMENT PROVISIONS TO SELF-HAULERS**

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

SECTION ONE.

Chapter 4.1 of Division 5 of the Ukiah City Code is hereby amended read as follows (unchanged text is omitted and is shown by “* * *”):

Chapter 4.1 ORGANIC WASTE DISPOSAL REDUCTION**Article 1 Definitions****§4450.0 Definitions**

For the purposes of this Chapter and as used herein, certain abbreviations, terms, phrases, words and their derivations shall be construed and shall have the meaning and be defined as hereinafter provided in this Article.

* * *

(ccc) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

(ddd) “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

(eee) “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

(fff) “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.

(2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

(3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

(ggg) "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Chapter, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

(hhh) "Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

(iii) "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

(jjj) "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

(kkk) "State" means the State of California.

(lll) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(mmm) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs

from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.

(nnn) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Chapter.

(ooo) “Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

(ppp) “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

Article 2 Requirements for Compliance

§4450.1 Requirements for Single-Family Organic Waste Generators

Single-Family Organic Waste Generators shall comply with the following requirements, except Single-Family generators that meet the Self-Hauler requirements in Section 4450.6 of this Chapter:

- (a) Shall subscribe to the City’s Organic Waste collection services for all Organic Waste generated as described below in Section 4(b). The City shall have the right to review the number and size of a generator’s containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (b) Shall participate in the City’s Organic Waste collection service(s) by placing designated materials in designated containers as described in Subsection c of this Section, and shall not place Prohibited Container Contaminants in collection containers.
- (c) Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray

Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

§4450.2 Requirements for Commercial Businesses

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

(a) Subscribe to the City's collection services and comply with requirements of those services as described below in Subsection (b), except Commercial Businesses that meet the Self-Hauler requirements in Section 4450.6 of this Chapter.

(b) Except Commercial Businesses that meet the Self-Hauler requirements in Section 4450.6 of this Chapter, participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described in Subsection (c) of this Section.

(c) Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.

(d) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Subsections (e)(1) and 6(e)(2) below) for employees, contractors, tenants, and customers, consistent with the City's Blue Container, Green Container, and Gray Container collection service, or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with this Chapter.

(e) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

(1) A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

(2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

(f) Multi-Family Residential Dwellings are not required to comply with container placement

requirements or labeling requirement in Subsection (d) above pursuant to 14 CCR Section 18984.9(b).

(g) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance this Chapter .

(h) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

(i) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

(j) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

(k) Provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 4450.6 of this Chapter to confirm compliance with the requirements of this Chapter.

(l) If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in Section 12 of this ordinance.

(m) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(n) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 4450.4.

§4450.3 Requirements for Commercial Edible Food Generators

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of Edible Food that would otherwise be

disposed.

(2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

(3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

(4) Allow the City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

(5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

(C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(d) Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

§4450.4 Requirements for Food Recovery Organizations and Services

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible

Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
- (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
- (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
- (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
- (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
- (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

§4450.5 Requirements for Haulers and Facility Operators

(a) Requirements for Haulers. The exclusive franchise providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

- (1) Through written notice to the City annually on or before January 1, 2023, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
- (2) Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
- (3) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting construction and demolition materials ("C&D") in a manner that complies with 14 CCR Section 18989.1, and applicable provisions of this Chapter and of the Ukiah City Code.

(b) Requirements for Facility Operators and Community Composting Operations

(1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

(2) Community Composting operators, upon the City's request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

§4450.6 Self-Hauler Requirements

(a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that Jurisdiction otherwise requires generators to separate for collection in the Jurisdiction's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

(b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

(c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the Jurisdiction. The records shall include the following information:

(1) Delivery receipts and weight tickets from the entity accepting the waste.

(2) The amount of material in cubic yards or tons transported by the generator to each entity.

(3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste

(d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in subsection (c) above to Jurisdiction if requested.

- (e) A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in Section 12(c) and (d).

Article 3 Investigatory and Enforcement Authority of the City

§4450.7 Inspections and Investigations by the City

- (a) City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow the City to enter the interior of a private residential property for Inspection.
- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.
- (c) Any records obtained by the City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.
- (e) The City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

§4450.8 Enforcement

- (a) Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City Enforcement Official or representative. Enforcement Actions under this Chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant to this Chapter, except as otherwise indicated in this Chapter.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a

sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

(c) Responsible Entity for Enforcement

(1) Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Official, which may be the City Manager or their designee, legal counsel, or combination thereof.

(2) Enforcement may also be undertaken by a Regional or County Agency Enforcement Official, designated by the City, in consultation with City Enforcement Official.

(A) City Enforcement Official(s) and Regional or County Agency Enforcement Official, if designated, will interpret this Chapter; determine if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

(B) City Enforcement Official(s) and Regional or County Agency Enforcement Official, if designated, may issue Notices of Violation(s).

(d) Process for Enforcement

(1) City Enforcement Officials or Regional or County Enforcement Officials and/or their Designee will monitor compliance with the Chapter randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 4450.7 establishes City's right to conduct Inspections and investigations.

(2) The City may issue an official notification to notify regulated entities of its obligations under the Chapter.

(3) The City shall issue a Notice of Violation requiring compliance within sixty (60) days of issuance of the notice.

(4) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to this Section. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(e) Penalty Amounts for Types of Violations. The administrative penalty levels are as follows:

(1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.

(2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.

(3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) Factors Considered in Determining Penalty Amount. The following factors shall be used to

determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
 - (2) The violator's ability to pay.
 - (3) The willfulness of the violator's misconduct.
 - (4) Whether the violator took measures to avoid or mitigate violations of this Chapter.
 - (5) Evidence of any economic benefit resulting from the violation(s).
 - (6) The deterrent effect of the penalty on the violator.
 - (7) Whether the violation(s) were due to conditions outside the control of the violator.
- (g) Compliance Deadline Extension Considerations.

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process.

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation.

- (1) The violator may file an appeal of the issuance of the Citation with the City Enforcement Official. Such appeal shall be in writing and shall identify the property subject to the citation. The City Enforcement Official shall then cause the matter to be set for hearing before a Hearing Officer appointed by the City to hear such matters. The Hearing Officer shall be qualified by training, education and/or experience to conduct the hearing and shall be impartial. Except in his or her capacity as a Hearing Officer, he or she shall have no personal or business relationship to the property owner or the City.
- (2) Notice of the date of hearing shall be given in writing. The date of the hearing shall be no sooner than fifteen (15) days from the date when notice of the hearing is given to the appellant and to the City Enforcement Official.
- (3) At the time fixed in the notice, the Hearing Officer shall receive evidence, including the testimony of all competent persons desiring to testify respecting the condition leading to issuance of the citation.

(4) Upon conclusion of the hearing, the Hearing Officer(s) shall determine whether to sustain or overrule the issuance of the citation and shall issue a written order.

(5) The decision of the Hearing Officer on the determination of nuisance is final. Any appeal of the Hearing Officer's decision shall be governed by California Code of Civil Procedure section 1094.6 as such section may be amended from time to time.

(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section, as needed.

SECTION TWO.

1. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.

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

Introduced by title only on _____, 2023, by the following roll call vote:

AYES: NOES: None

ABSENT: None

ABSTAIN: None

Adopted on _____, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mari Rodin, Mayor

ATTEST:

Kristine Lawler, CMC/City Clerk



AGENDA SUMMARY REPORT

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

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Rodin and Various Councilmembers

ATTACHMENTS:

1. City Council Special Assignments rev 8-4-23

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment 1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

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

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager

LOCAL / UKIAH VALLEY	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
City Broadband Project	TBD	TBD	Civic Center 300 Seminary Ave. Ukiah, CA 95482	to evaluate the Request for Proposal (RFP) for the Internet Service Provider (ISP) for the California's Public Utilities Commission (CPUC) Last mile Broadband.	Orozco	Jim Robbins, Grants Manager; 463-6708; jrobbins@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Orozco - Alternate Alan Carter, Treasurer	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Disaster Council	Shall meet a minimum of once a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Office of Emergency Management 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Orozco Duenas- Alternate	Traci Boyl, City Manager's Office Management Analyst; 467-5720; tboyl@cityofukiah.com
Greater Ukiah Business & Tourism Alliance (GUPTA)	4th Monday of month, 10:00 a.m.	200 S School St. Ukiah, CA 95482	200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Rodin Duenas - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@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	Rodin Orozco- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport	Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Burgess	Jake Burgess, Community Services Supervisor; 463-6201 jburgess@cityofukiah.com
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	Duenas Neil Davis - Alternate	David Burton, Museum Director; 467-2836 dburton@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 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Duenas - Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
MENDOCINO COUNTY	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
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 - Primary; Vice Mayor - Alternate)	Mayor Rodin Vice Mayor Duenas - Alternate	Kristine Lawler, City Clerk; 463-6217 klawler@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	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months; 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Duenas Rodin - Alternate	Kristine Lawler, City Clerk; 463-6217; klawler@cityofukiah.com
Mendocino County 1st District Liaison	Monthly; TBD	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 1st District Supervisor	Rodin Crane - Alternate	Sage Sangiacomo, City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the County's 2nd District Supervisor	Rodin Duenas - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Duenas Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@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	Liaisons: Owen/Schlatter	Greg Owen, Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	Rodin Crane - Desired Alternate if appointment becomes available with City Selection Committee	Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com

2023 CITY COUNCIL SPECIAL ASSIGNMENTS

MENDOCINO COUNTY Continued	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
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	Crane Sher- 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	Sher Duenas - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@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	Cedric Crook, Police Captain Duenas - Alternate	Cedric Crook, Police Captain 463-6771; ccrook@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA		151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	White/Orozco	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen, Airport Manager (appointed 12/19/18)	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482		511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com
REGIONAL	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Great Redwood Trail Agency	Bi-monthly, 3rd Thursdays, 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	Rodin Duenas - Alternate	Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com
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	Orozco Duenas -Alternate	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@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 Assoc. 425 South Main St., Sebastopol, CA 95472 508-3670	Consider issues related to Russian river - plans projects and funding requests	Rodin Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Northern California Power Agency (NCPA) Commission	4th Thursday of month, 9:00 a.m. (see NCPA calendar)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of State and local power utilities developing and operating power generation, providing scheduling and related energy services and providing regulatory and legislative support.	Crane - Commissioner Sauers - Alternate and Commissioner in absence of Commissioner Crane	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com
Northern California Power Agency (NCPA) – Lodi Energy Center (LEC) Appointment	2nd Monday of month, 10:00 AM	Lodi, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4299	Committee oversees the operation, maintenance and expenditures of the LEC 300 MW generating project.	Sauers – Project Participate Appointee	Cindy Sauers, Electric Utility Director, 463-6286, csauers@cityofukiah.com
Transmission Agency of Northern California (TANC)	4th Wednesday of month, 10 a.m.	35 Iron Point Circle Suite 225 Folsom, CA		35 Iron Point Cir #225 Folsom, CA 95630 916-852-1673; info@tanc.us	Provide electric transmission to its Member utilities through transmission line ownership or contract arrangements.	Crane Sauers - Alternate	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com
STANDING COMMITTEES	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Diversity and Equity	TBD	Virtual Meeting Room (link to be created)		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Improve diversity and equity in the City's workforce and municipal services	Orozco/Duenas	Traci Boyd, City Manager's Office Management Analyst; 467-5720; tboyd@cityofukiah.com
Fire Executive Committee	2nd Tue, every other month beginning in January; 5:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Sher	Doug Hutchison, Fire Chief; 463-6263; dhutchison@cityofukiah.com
Countywide Oversight Board to the RDA Successor Agencies	4th Thursday of January, 4:00 p.m.; meets annually	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		City of Ukiah ATTN: City Clerk 300 Seminary Ave. Ukiah, CA 95482 707-463-6217	oversee and direct the Successor Agencies of the former redevelopment agencies	Crane	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Kristine Lawler, City Clerk; 463-6217, klawler@cityofukiah.com

2023 AD HOC COMMITTEES

COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Cindy Sauers, Electric Utility Director; 463-629586 csauers@cityofukiah.com
Trench Cut Policy Development	Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Rodin	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
UVSD/ City Relations <i>Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing</i>	Crane/Orozco	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sean White, Water Resources Director 463-5712 swhite@cityofukiah.com
Orr Street Bridge Corridor	Rodin/Sher	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Complete Streets	Rodin/Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com
Special Districts (Water District Consolidation)	Orozco/Crane	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Corp Yard Planning	Crane/Orozco	Jason Benson, Senior Civil Engineer 463-6284 jbenison@cityofukiah.com
City/District Review of 2019/22 Proposed Fire Code	Crane/Orozco	Doug Hutchison, Fire Chief 463-6263 dhutchison@cityofukiah.com
Mendocino County Courthouse Project and Reuse	Sher/Orozco	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Climate Action Plan <i>Will coordinate with the Community Development Director to identify and assign representation to each of the identified categories, and also coordinate with the Community Development Director and the Climate Action Plan Working Group related to other outreach efforts during the development of the draft municipal Climate Action Plan related to the 2040 General Plan</i>	Sher/Duenas	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
City's 150-Year Anniversary Planning	Orozco/Rodin	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com