



**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.

August 2, 2023 - 6:00 PM

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1. **ROLL CALL**
 2. **PLEDGE OF ALLEGIANCE**
 3. **AB 2449 NOTIFICATIONS AND CONSIDERATIONS**
 4. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**
 5. **PETITIONS AND COMMUNICATIONS**
 6. **APPROVAL OF MINUTES**
 - 6.a. Approval of the Minutes for the July 19, 2023, Special Meeting.
Recommended Action: Approve the Minutes for the July 19, 2023, Special Meeting.
Attachments:
 1. 6a 2023-07-19 Draft Minutes - Special Meeting
 - 6.b. Approval of the Minutes for the July 19, 2023, Regular Meeting.
Recommended Action: Approve the Minutes for the July 19, 2023, Regular Meeting.
Attachments:
 1. 2023-07-19 Draft Minutes - Regular Meeting
 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 on the Ukiah Electric Utility Fire Mitigation Fuel Reduction Project, Specification No. 23-13, for Enhanced Tree Trimming to Various Locations on the West Side of Ukiah City Limits; and Approval of the Community Development Director's Determination that Activities Undertaken by the City's Electric Utility Department Associated with the Hazard Mitigation Grant Project, Including Fuel Reduction and Undergrounding Projects, Qualify for Exemption Under the California Environmental Quality Act (CEQA).
Recommended Action: 1) Receive report on the Ukiah Electric Utility Fire Mitigation Fuel Reduction Project, Specification 23-13, for enhanced tree trimming to various locations on the west side of Ukiah city limits; and 2) Approve Community Development Director's determination that activities undertaken by the City's Electric Utility Department associated with the Hazard Mitigation Grant Project, including fuel reduction and undergrounding projects, qualify for exemption under the California Environmental Quality Act (CEQA).
Attachments:
1. Spec 23-13 - Ukiah Electric Utility Fire Mitigation Fuel Reduction Project
2. 8a Correspondence Received - Eileen Mitro
- 8.b. Adopt a Resolution Approving a Side Letter Agreement to the Current Memorandum of Understanding Between the City of Ukiah and the Ukiah Police Officers Association, and Authorize the City Manager to Execute.
Recommended Action: Adopt a Resolution approving a Side Letter Agreement to the current Memorandum of Understanding between the City of Ukiah and the Ukiah Police Officers Association, and authorize the City Manager to execute.
Attachments:
1. Resolution to Approve Side Letter between COU and UPOA
- 8.c. Approve the Purchase of a Portable Concrete Mixer from Cart-Away Concrete Systems, Inc in the Amount of \$71,514.32.
Recommended Action: Approve the Purchase of a Portable Concrete Mixer from Cart-Away Concrete Systems, Inc in the amount of \$71,514.32
Attachments:
1. RFB - E40150
2. Bid Tab - E40150
- 8.d. Notification of Change Order #2 to Ghilotti Construction Co. in the Amount of \$132,511.91 for the Clara Avenue Reconstruction Project, and Approval of Corresponding Budget Amendment.
Recommended Action: Receive notification of Change Order #2 to Ghilotti Construction Co. in the amount of \$132,511.91 for the Clara Avenue Reconstruction Project, and approve corresponding budget amendment.
Attachments:
1. Plans and Specifications
2. CCO 2
- 8.e. Approve Contract Amendment 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.

Recommended Action: Approve contract amendment 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.

Attachments:

1. 2022-LPP Staff Recommendations
2. 212351_Perkins(ASR02)

- 8.f. Consideration to Award Contract for the Ukiah Electric Utility Fire Mitigation Undergrounding Project, Specification Number 23-08, to ARB, Inc in the Amount of \$1,958,740.78.

Recommended Action: Award contract for the Ukiah Electric Utility Fire Mitigation Undergrounding Project, Specification Number 23-08, to ARB, Inc in the Amount of \$1,958,740.78.

Attachments:

1. Bid Results - Spec 23-08 - Ukiah Electric Utility Fire Mitigation Undergrounding Project
2. Bid - ARB, Inc.

- 8.g. Consideration of Award of Bid for HVAC Replacement at the Wastewater Treatment Plant, Specification No. 23-10.

Recommended Action: Award of bid for the HVAC Replacement at the Wastewater Treatment Plant, Specification No. 23-10.

Attachments:

1. Bid Spec and Addenda
2. Supplemental Memo - Item 8g - 8-2-2023 Council Meeting

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. Conduct a Public Hearing to Receive Public Comment and Discuss Final Grantee Performance Under State Community Development Block Grant 20-CDBG-CV1-00004, and Acknowledge Full Reimbursement of Grant Expenses from the California Department of Housing and Community Development.

Recommended Action: 1) Receive report from Staff on final performance of State Community Development Block Grant 20-CDBG-CV1-0004; 2) conduct a public hearing to receive public comment; and 3) acknowledge accomplishments, confirming activity completion, and confirming receipt of grant reimbursement funds from the State.

Attachments:

1. Resolution 2020-53
2. Standard Agreement
3. Equipment Specifications
4. Notice of Completion

- 12.b. Annual Review and Consideration of the Fee Schedule for Community Services; Including Recreation Programs, Sports Fields, Parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum.

Recommended Action: Conduct review of the fee schedule for Community Services; including recreation programs, sports fields, parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum. No changes to the current fee schedule are recommended by staff at this time.

Attachments:

1. Fee Schedule for Facilities, Museum, Programs and Aquatics FY 24 (1)

13. **UNFINISHED BUSINESS**

- 13.a. 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: None

14. **NEW BUSINESS**

- 14.a. Receive and Accept as Complete a Baseline Assessment of the Western Hills Watershed Protection Area.

Recommended Action: Approve Western Hills Watershed Protection Area Baseline Assessment Document as complete.

Attachments:

1. WHWPA BASELINE DRAFT 6_14_23
2. 14a Correspondence Received - John and Delynne Rogers
3. 14a Correspondence Received - Jeanne Wetzel Chinn

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

Recommended Action: Council to discuss the City's investment policy related to petroleum companies and provide direction to Staff.

Attachments:

1. Investment Policy_June 2023
2. California Quietly Shelves \$15 Billion Pension Divestment Bill - Bloomberg
3. California pensions_ Will CalPERS stop investing in fossil fuels_ - CalMatters
4. 14b Correspondence Received - Eileen Mitro
5. 14b Correspondence Received - Steve Scalmanini

- 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), and Consider the Formation of an Ad Hoc to Plan for the City's 150-Year Anniversary.

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 6-22-23

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. SCUК-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. SCUК-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: 7/28/23

CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
Virtual Meeting Link: <https://zoom.us/j/97199426600>
Ukiah, CA 95482
July 19, 2023
3:00 p.m.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on July 19, 2023, having been legally noticed on July 14, 2023. The meeting was held virtually at the following link: <https://zoom.us/j/97199426600>. Mayor Rodin called the meeting to order at 3:00 p.m.

RECESS: 3:01 - 3:43 P.M. (due to presenter transportation issues)

Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Susan Sher, Douglas, F. Crane, and Mari Rodin. **Councilmember Absent by Prearrangement:** Josefina Dueñas. **Present:** Sage Sangiacomo, City Manager and Kristine Lawler, City Clerk.

MAYOR RODIN PRESIDING.

The Pledge of Allegiance was led by Dan Burden, Blue Zones.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

3. PUBLIC WORKS WORKSHOP

a. Presentation of Concepts for Future Improvements of the Perkins and Gobbi Street Corridors and Possible Direction to Staff.

Presenters: Tim Eriksen, Public Works Director/City Engineer and Dan Burden, Blue Zones.

Public Comment: Pinky Kushner, Julie Bawcom, Helen Sizemore, John Lazaro, Kerri Vau, Julie Bawcom, Ted Mayfield, Jennifer Lockwood, Maria Fuentes, Rick Johnson, Julie Price, Lucy Bartholomew, and Alan Nicholson.

Presentation received.

Motion/Second: Crane/Sher to direct Staff to move toward implementing of the concepts presented, and to begin as soon as possible with the public engagement process and Caltrans. Motion **carried** by the following roll call votes: AYES: Orozco, Sher, Crane, and Rodin. NOES: None. ABSENT: Dueñas. ABSTAIN: None.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 5:05 p.m.

Kristine Lawler, CMC

**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
July 19, 2023
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on July 19, 2023, having been legally noticed on July 14, 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 6:02 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Susan Sher, Douglas, F. Crane, and Mari Rodin. **Councilmember Absent by Prearrangement:** Josefina Dueñas. **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 City Manager Sangiacomo.

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comments were received.

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Proclamation of the Ukiah City Council Recognizing July 26, 2023, as Disability Independence Day.

Presenter: Councilmember Crane

Proclamation was received by Denise Gorny, State Council on Developmental Disabilities and Diversity and Equity Committee Member; and Babe Delgado, Ukiah Valley Association for Habilitation, Executive Director

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 June 21, 2023, Regular Meeting.

Motion/Second: Crane/Sher to approve Minutes of June 21, 2023, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Orozco, Sher, Crane, and Rodin. NOES: None. ABSENT: Dueñas. ABSTAIN: None.

7. RIGHT TO APPEAL DECISION

8. CONSENT CALENDAR

- a. Council to Receive and File Adopted 2023-24 Fiscal Year City of Ukiah Budget Document - *Finance*.
- b. Adoption of the State of California Governor's Designation of Applicant's Agent Resolution (*Non-City resolution*) Allowing the City Manager to Apply for Public Assistance and Recovery Funding - *Administration*.
- c. Consideration of Award of Bid (*COU No. 2324-080*) to Chrisp Company in the Amount of \$68,680.65 for the 2023 Street Striping Project, and Approval of Corresponding Budget Amendment – *Public Works*.
- d. Approval of Contract (*COU No. 2324-081*) with Stone Creek Environmental Consulting in the Amount of \$81,600 for Engineering Services Related to the Municipal Separate Storm Sewer Systems Permit Issued by North Coast Regional Water Quality Control Board – *Public Works*.
- e. Approval of Contract Change Order (*COU No. 2223-175-CO1*) for Additional SCADA System Upgrade Work at the Waste Water Treatment Plant in the Amount of \$158,555.29 – *Water Resources*.
- f. Approval of Contract (*COU No. 2324-082*) with JM Integration for an On-call Maintenance and Troubleshooting Agreement at the Waste Water Treatment Plant (WWTP) in the Amount of \$174,864.80 – *Water Resources*.
- g. Notification of Emergency Purchase (*PO No. 48378*) of all Materials and Labor for the Installation of a Manhole and Water and Sewer Lateral Work on State Street from Wipf Construction in the Amount of \$157,512.50, and Approve Corresponding Budget Amendment – *Public Works*.
- h. Approve the Purchase (*PO No. 48394*) of Network Routers and Switches from Rhino Networks LLC for the Amount of \$103,049.17, and Approve Corresponding Budget Amendment – *Information Technology*.

Tim Eriksen, Public Works Director/City Engineer gave a brief description for Agenda Item 8d, per Councilmember request.

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

13. UNFINISHED BUSINESS

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

Presenter: Sage Sangiacomo, City Manager

Council Consensus directs Staff to continue this item to a future date.

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comments were received.

10. COUNCIL REPORTS

No Council reports were received.

11. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager; and

- **Construction Update** – Tim Eriksen, Public Works Director / City Engineer.

12. PUBLIC HEARINGS (6:15 PM)

a. Appeal of Planning Commission Decision to Deny a Major Site Development Permit for Construction of a Redwood Credit Union Bank Facility at 101 South Main Street, APN 002-231-001; File No. 22-7977.

Presenters: Craig Schlatter, Community Development Director and Michelle Irace, Planning Manager.

Staff Comment: Matt Keizer, Chief Building Official.

Appellant Comment: Tony Hildesheim.

PUBLIC HEARING OPENED AT 6:56 P.M.

Public Comment: Todd Shapmire Jr., Rick Johnson, Alan Nicholson, Cameron Ramos, Lia Patterson, Ted Mayfield, Jamie Connerton, Essence Roberson, Karen Rifkin speaking for Dennis Crean, Ken McCormick, Dick Seltzer, Kerri Vau, Doug Hilberman, Alex de Grassi, Pinky Kushner, Mark Hilliker, Michelle Johnson, Martha Barra, Sean White, Isabelle Grieve, Mike Cannon, Trudy Ramos, Tim Buckner, Todd Anders, and Steve Scalmanini.

PUBLIC HEARING CLOSED AT 8:03 P.M.

Appellant Comment: Tony Hildesheim.

Motion/Second: Crane/Sher to continue the hearing to consider further design modifications to the project as specified below:

- Reconsider an authentic second story for at least a part of the building for mixed use
- Use the diesel generator only as a last resort
- Reduce the number of parking spaces
- Have 'No Idling' PR
- Redwood Credit Union (RCU) to describe how the project enhances economic development and economic opportunities for other business owners.
- Reconsider enhancing the corner entrance
- Reduce the setbacks to closer to the 6 ft. and 10 ft. requirements in the code
- Eliminate the parklets
- Eliminate the exit on Perkins
- Applicant to provide additional renderings of future design(s)
- Staff to work with applicant to bring back items or clarifications if needed – to lessen expense - in respect to producing additional architectural renderings of the most recent iteration.
- Staff to clarify the possibility of eliminating of the 24 ft. easement on the Main Street side of the project.

Motion **carried** by the following roll call votes: AYES: Orozco, Sher, Crane, and Rodin. NOES: None. ABSENT: Dueñas. ABSTAIN: None.

RECESS: 9:44 – 10:01 P.M.

13. UNFINISHED BUSINESS, Continued

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/Sher to approve the continued work on the emergency contract (COU No. 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, and Rodin. NOES: None. ABSENT: Dueñas. ABSTAIN: None.

14. NEW BUSINESS

a. Annual Report Regarding Boards and Commissions Term Expirations and Appointments, and Adoption of Resolution Making Appointments to Various Boards and Commissions.

Presenter: Kristine Lawler, City Clerk.

Motion/Second: Crane/Orozco to adopt the Resolution (2023-30) Making Appointments to Various Boards and Commissions. Motion **carried** by the following roll call votes: AYES: Orozco, Sher, Crane, and Rodin. NOES: None. ABSENT: Dueñas. ABSTAIN: None.

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

No reports were received.

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. SCU-K-CVPT-2018-70200

d. Conference with Legal Counsel – Existing Litigation

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

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

e. Conference with 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. Public Employee Performance Evaluation

(Government Code Section 54956)

Title: City Manager

h. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

No Closed Session was held.

16. ADJOURNMENT

There being no further business, the meeting adjourned at 10:05 p.m.

Kristine Lawler, CMC



AGENDA SUMMARY REPORT

SUBJECT: Report on the Ukiah Electric Utility Fire Mitigation Fuel Reduction Project, Specification No. 23-13, for Enhanced Tree Trimming to Various Locations on the West Side of Ukiah City Limits; and Approval of the Community Development Director's Determination that Activities Undertaken by the City's Electric Utility Department Associated with the Hazard Mitigation Grant Project, Including Fuel Reduction and Undergrounding Projects, Qualify for Exemption Under the California Environmental Quality Act (CEQA).

DEPARTMENT: Electric Utility

PREPARED BY: Sonu Upadhyay, Senior Power Engineer

PRESENTER: Sonu Upadhyay, Senior Power Engineer

ATTACHMENTS:

1. Spec 23-13 - Ukiah Electric Utility Fire Mitigation Fuel Reduction Project
2. 8a Correspondence Received - Eileen Mitro

Summary: Report to Council on the Electric Utility Fire Mitigation Fuel Reduction Project, Specification No. 23-13, for enhanced tree trimming to various locations on the west side of Ukiah city limits. Council will also consider approval of the Community Development Director's determination that the Ukiah Electric Utility Fire Mitigation Fuel Reduction and Undergrounding Project qualifies for exemption under the California Environmental Quality Act (CEQA).

Background: In 2018, the Mendocino Complex Fire burned in northern California for more than three months. It consisted of two wildfires, the River Fire and Ranch Fire, which burned in Mendocino, Lake, Colusa, and Glenn Counties. Both fires burned dangerously close to the city limits. Prior to 2018, the Redwood Complex Fire burned just nine miles from downtown Ukiah. Any major wind shifts from these three fires could have been catastrophic for more than 16,000 residents and hundreds of businesses and community services in Ukiah. Despite current efforts by CAL FIRE to mitigate these hazards, the mixed oak woodland and chaparral ecosystems of the western hills still make Ukiah a high risk of wildland-urban interface fires.

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. On June 21, 2023, Council approved Adoption of Plans and Specifications for the Ukiah Electric Utility Fire Mitigation Undergrounding Project, Specification No. 23-08 to underground 12kV primary conductor in various areas on the Western Side of the city of Ukiah. This project will address the hazardous fuel reduction activities portion of the grant.

The grant will fund the reduction of hazardous fuels along critical electric utility line corridors through enhanced tree trimming to various locations on the west side of Ukiah city limits. 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.

Discussion: The fundamental mitigation goal of the project is to reduce the impact of wildland fire on Ukiah's critical electric power infrastructure through the implementation of hazardous fuel reduction activities. Hazard mitigation methods will include brush removal in a 24-foot-wide corridor (12 feet on each side) around the

electrical lines and poles in question, trimming trees to 12 feet of clearance below the power lines, and clearing all tree limbs which overhang power lines even beyond 12 feet. This treatment will take place in 16 project areas representing approximately 9,412 linear feet of distribution line. These areas will be receiving significantly greater tree trimming than other areas within the city limits due to the proximity to the western hills and the amount and types of vegetation present. However, no trees would be removed and vegetation management activities would occur outside of the nesting bird season (typically March through August). Hazardous fuel reduction will be accomplished by contracting with a qualified tree trimming company to complete work over a 3-month period. Specific project locations are noted in Appendix A of Attachment 1. Property owners shall be notified a minimum of twenty-four hours prior to any scheduled fuel reduction tree trimming on private property by the Contractor.

As a part of consideration of the Project, the Community Development Director is required to make- and he has made- a determination as to the required level of environmental review required by the California Environmental Quality Act ("CEQA"). The Community Development Director has determined that the Electric Utility Fire Mitigation Fuel Reduction and Undergrounding Project ("Project") is exempt from further environmental review under CEQA guidelines, pursuant to Section 15302(d) and 15304(i). Section 15302(d), Replacement/Reconstruction consists of replacement or reconstruction of existing structures and facilities, including electrical infrastructure, where the new structure will be located on the same area as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. Section §15304, Minor Alteration to Land, subsection (i) includes fuel management activities within 30 feet of structures to reduce the volume of flammable vegetation, and within 100 feet of a structure if the public agency having fire protection responsibility for the area has determined that 100 feet of fuel clearance is required due to increased hazardous fire conditions.

Consistent with these regulations, the Project includes fuel reduction within 24-feet of the City's electric infrastructure, the removal of existing 12kV primary conductors and infrastructure, boring, trenching, placement of electrical conduits in the trenches, and the restoring of the trenched areas to their previous condition. If it is determined that fuel reduction activities are needed beyond 24-feet in areas with higher wildfire risk, the activities would not extend beyond 100 feet of the City's electric infrastructure, consistent with CEQA Section 15302. The Project would not have an adverse impact on environmental resources because it is located in an urban environment, fuel reduction activities would occur outside of the known nesting bird season, no trees would be removed, and all work would be performed in areas within the existing right-of-way or areas that are previously disturbed. Additionally, no undergrounding work would occur within Gibson Creek and the areas containing potentially sensitive habitat would be avoided. As such, the Project qualifies for the aforementioned CEQA exemptions.

The total cost for Ukiah Electric Utility Fuel Reduction and Undergrounding project is estimated at \$4,818,090. The federal share covers 75% of the total project cost and the Electric Utility covers the remaining 25% of the project cost. Of the total available funds, approximately \$300,000 is estimated to go towards the enhanced tree trimming portion of the project. Staff will be issuing the specification and seeking qualified bidders to respond. The project is scheduled to begin in fall 2023 and be completed by the end of the year. The project is budgeted in the FY-24 Capital Improvement Plan.

Staff recommends Council receive a report on the Ukiah Electric Utility Fire Mitigation Fuel Reduction project (Attachment 1), and approve the Community Development Director's Determination that the Project qualifies for a CEQA Exemption.

Recommended Action: 1) Receive report on the Ukiah Electric Utility Fire Mitigation Fuel Reduction Project, Specification 23-13, for enhanced tree trimming to various locations on the west side of Ukiah city limits; and 2) Approve Community Development Director's determination that activities undertaken by the City's Electric Utility Department associated with the Hazard Mitigation Grant Project, including fuel reduction and undergrounding projects, qualify for exemption under the California Environmental Quality Act (CEQA).

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.: N/A

COORDINATED WITH: Cindy Sauers, Electric Utility Director; Mary Horger, Financial Services Manager; Craig Schlatter, Community Development Director

DIVERSITY-EQUITY INITIATIVES (DEI):

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

GENERAL PLAN ELEMENTS (GP):GP-A4 - Public Facilities, Services, and Infrastructure Element, 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: _____,
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
<JULY 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 _____, _____, 20____. 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 A (General Engineering) or Class C-10 (Electrical) Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California.

Dated: _____
Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES:

INSTRUCTIONS TO BIDDERS

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.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

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

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

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

SECTION 3. SCOPE AND INTENT OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. BONDS

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

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

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

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

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS (WITH CONSTRUCTION RISKS)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
6. Course of Construction policies shall contain the following provisions:
 - a.) The City shall be named as loss payee.
 - b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-06. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the City or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site. During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings and any such thing given to the said representatives or delivered at the Contractor's office at the site of work in his or her absence shall be deemed to have been given to the Contractor.

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

6-05. Protection of Persons and Property. The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of City Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the City, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the City or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property. The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the City nor any of its agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits. The Contractor shall secure and pay for all permits, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License. The City of Ukiah will issue a no fee encroachment permit to the Contractor allowing him or her to perform work within City right of way or within City property after the Contract Documents have been executed and insurance certificates and endorsements have been approved by the City.

6-09. Construction Utilities. The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans. The approval by the Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the City shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Engineer.

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor's attention is directed to Section 7-03 of these Special Provisions.

6-14. Assistance to Engineer. At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer temporarily in making measurements and

surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned material or work may be removed by the City and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions. If the Contractor, in the course of the work, finds any errors or omissions in plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the plans and the physical conditions of the locality, he or she shall immediately inform the Engineer, in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. he or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the City in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Engineer and recover from the City payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Engineer.

- (1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.
- (2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.
- (3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the City and the Engineer, then such right shall lapse until another occasion arises according to this section.

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the

Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.
2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.
3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD> The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.
4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.
5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.
6. Travel and Subsistence Payments.

Contractor shall make travel and subsistence payments to each workman needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

7. Apprentices.

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of

Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all 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. Addenda. If it becomes necessary to revise any part of this RFB after it has been issued, the City will issue an addendum to the RFB containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the RFB documents. Anyone who intends to submit a proposal in response to the RFB must register as a plan holder on the City's website and check the website frequently for any posted addenda. Anyone submitting a proposal will be deemed to have seen and agreed to be bound by the posted addenda.

12-05. 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.

12-06. 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.

12-07. California Department of Industrial Relations Prevailing Wage Requirements:

- A. 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.
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. 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).
- G. 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.

12-08. 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.

12-09. 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.

12-10. 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.

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

- a. Insurance Services Office ("ISO") Commercial General Liability Coverage Form No. CG 00 01, or equivalent.
- b. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025, or equivalent.
- c. Worker's Compensation insurance as required by the Labor Code of the State of California

and Employer's Liability Insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

- a. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
- c. Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$2,000,000 per accident for bodily injury and property damage.

C. Deductibles and Self-insured Retentions: Contractor shall be solely liable for any deductible or self-insured retention under the insurance. Any deductibles or self-insured retentions shall be solely for the account of the Contractor and not require payment of such by the City.

D. Other Insurance Provisions:

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

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds for both ongoing and completed operations with respect to liability arising out of activities performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, hired or borrowed by or on behalf of the Contractor using ISO endorsements CG 20 10 and CG 20 37 and CA 20 48 or similar endorsements to provide both ongoing and completed operations coverage. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees, or volunteers. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate City's policy.
- b. 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.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

Contractor shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this clause. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements 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 and are approved by the City. 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.

G. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

12-11. 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 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.

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 ____)
 - 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 ____)
 - Filled out completely per instruction
- **Worker's Compensation Certificate** (Page ____)
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment** (Page ____)
 - Filled out completely per instruction
- **List of Proposed Subcontractors** (Page ____)
 - Filled out completely per instruction
- **Statement of Experience** (Page ____)
- **Signature of Bidder** (Page ____)
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond** (Page ____)
 - Filled out completely per instruction
- **Non-Collusion Affidavit** (Page ____)
 - 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

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

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 <<DATE OF BID OPENING>> 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)

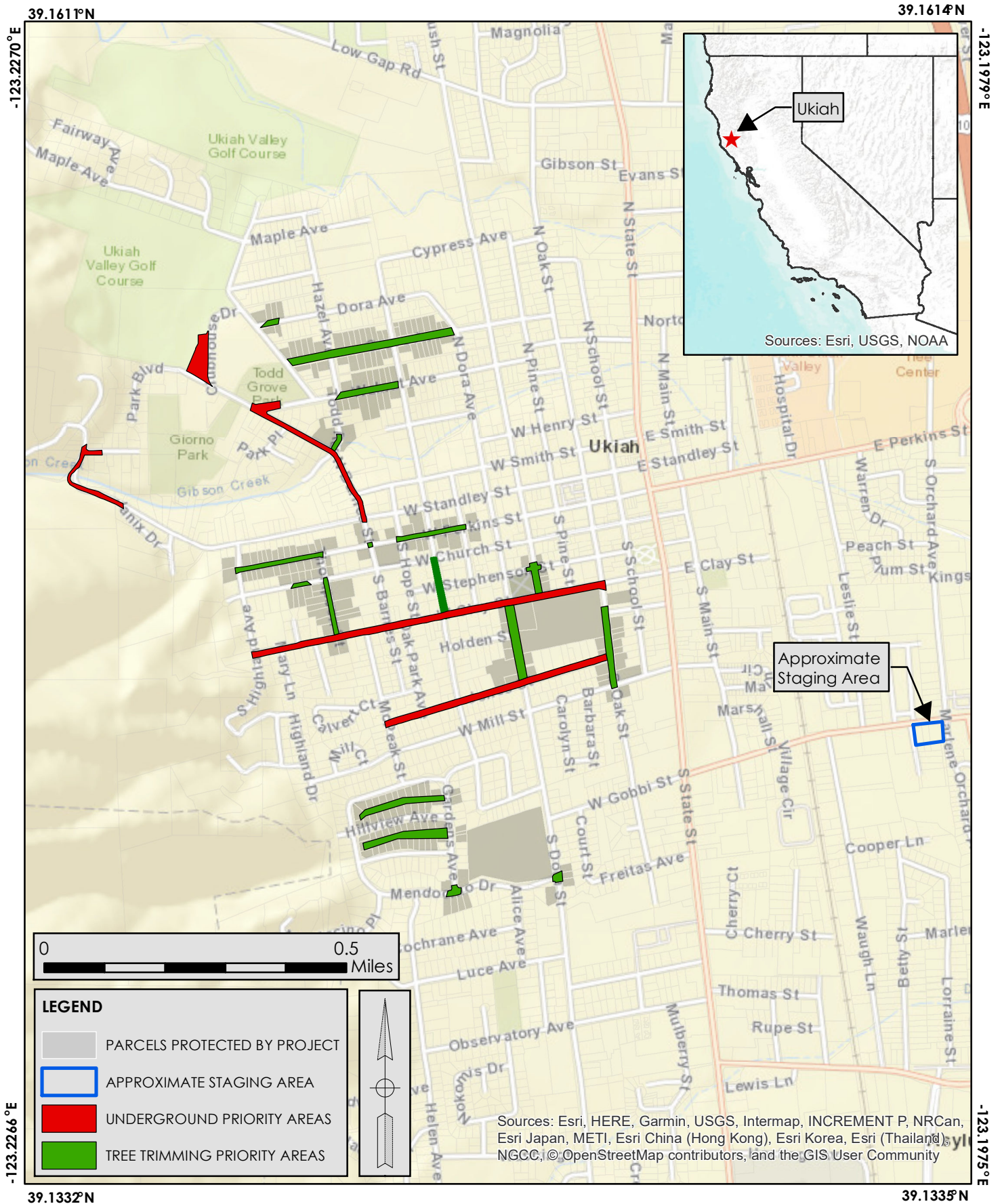
_____(Seal)

Surety

APPENDIX A

LACO 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.

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

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

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

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:

Kristine Lawler

Subject: 8a and 14b Correspondence Received - Eileen Mitro

-----Original Message-----

From: Eileen Mitro <climateactionmendocino@gmail.com>

Sent: Wednesday, August 2, 2023 10:23 AM

To: Kristine Lawler <klawler@cityofukiah.com>

Subject: Comments to City Council Members

Hi Kristine,

I just have a couple of comments for the City Council for tonight's meeting.

On Item 8a:

Please be especially judicious about the tree trimming in our City of Trees. I well understand the need to prune trees near power lines. It appears that the parameters of this work take care to tend the trees and encourage healthy growth. I affirm that and hope that only severely diseased or dead trees are removed. Thank you.

On Item 14b:

We have been asking the City of Ukiah to divest from fossil fuel investments for several years. As I understand it those investments are not yielding good returns. Also climate catastrophes are happening with alarming frequency in the country and around the world. Fossil fuel companies acted irresponsibly decades ago causing inaction on reducing emissions. Supporting their operation is contrary to good stewardship of the planet and our livability in the future.

Eileen Mitro

Climate Action Mendocino



AGENDA SUMMARY REPORT

SUBJECT: Adopt a Resolution Approving a Side Letter Agreement to the Current Memorandum of Understanding Between the City of Ukiah and the Ukiah Police Officers Association, and Authorize the City Manager to Execute.

DEPARTMENT: Human Resources /
Risk Management

PREPARED BY: Sheri Mannion, H.R. Director/Risk Manager, Cedric
Crook, Police Chief

PRESENTER: Sheri Mannion, Human Resources Director

ATTACHMENTS:

1. Resolution to Approve Side Letter between COU and UPOA

Summary: Council will consider adopting a Resolution approving a Side Letter Agreement to the current Memorandum of Understanding (MOU) between the City of Ukiah and Ukiah Police Officers Association (UPOA), and authorize the City Manager to execute on behalf of the City.

Background: As part of the overall routine maintenance of the classification and compensation schedules for the City of Ukiah, the Human Resources Department is responsible for evaluating classifications, developing new classifications (including appropriate salary levels), examining salary grade adjustments, and making recommendations for additions, modifications, and corrections to classifications and Memoranda of Understanding provisions.

The current Memorandum of Understanding (MOU) between the City of Ukiah and Ukiah Police Officers Association (UPOA) is in effect until September 18, 2025. During a recent meeting with UPOA members, the City Manager became aware of a couple of MOU provisions that need to be modified in order to meet the original intent of the current MOU.

Discussion: During the 2022 negotiation cycle, the City and UPOA incorporated a provision for unit members to receive Shift Differential Pay incentive for cover and night shifts. At the time this incentive was developed, the department had only one assigned coverage shift from 3:00 p.m. to 3:00 a.m. to cover periods of high call volumes. Since then, the department determined that the first half of the week, Sunday through Wednesday, would be better served with a shift beginning at 11:00 a.m. and ending at 11:00 p.m. due to a lower call volume after 11:00 p.m. on those days. The current MOU provision provides for unit members to receive incentive pay when their shift starts at 3:00 p.m. or after. The intent of this incentive was to include the officer working the cover shift. Therefore, the MOU will be amended to include regularly scheduled shifts beginning at 11:00 a.m.

Additionally, the City and UPOA agreed to add Specialty Pay for unit members who are designated as Traffic Officer. Currently, unit members who are designated as Field Training Officers and Detectives receive 5% of base pay for those specialty assignments. This position will receive the same 5% incentive and work varying hours and days of the week for specific traffic enforcement, including call outs for significant traffic collisions.

The City received notice that UPOA is in agreement with the side letter at a level consistent with City Council provided authorization. The remaining substantive provisions of the current MOU remain in effect. A budget amendment is not necessary; ongoing vacant police officer positions will offset any additional costs in FY

2023/2024.

Staff recommends that Council adopt a Resolution (Attachment 1) approving the Side Letter Agreement (Attachment 1, Exhibit A) with UPOA and authorizing the City Manager to execute on behalf of the City.

Recommended Action: Adopt a Resolution approving a Side Letter Agreement to the current Memorandum of Understanding between the City of Ukiah and the Ukiah Police Officers Association, and authorize the City Manager to execute.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 10020210

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Cedric Crook, Police Chief

DIVERSITY-EQUITY INITIATIVES (DEI):N/A

CLIMATE INITIATIVES (CI):N/A

GENERAL PLAN ELEMENTS (GP):N/A

Approved:


Sage Sangiacomo, City Manager

CITY OF UKIAH

RESOLUTION NO. [2023-XX]

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
APPROVING THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF UKIAH AND UKIAH
POLICE OFFICERS ASSOCIATION**

WHEREAS, the Memorandum of Understanding (MOU) is the collective bargaining agreement between the City of Ukiah and Ukiah Police Officers Association (UPOA); and

WHEREAS, the current MOU between the City of Ukiah and UPOA is effective September 19, 2022 through September 18, 2025; and

WHEREAS, the Employee/Employer Relations Officer and Human Resources Director have met and conferred in good faith with representatives UPOA, and have reached a Side Letter Agreement; and

WHEREAS, said Side Letter Agreement has been presented to the City Council for its consideration at its regular meeting on August 2, 2023;

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

1. An amendment to the MOU with UPOA is hereby approved, a copy of said amendment entitled "Side Letter Agreement to the MOU between the City of Ukiah and Ukiah Police Officers Association" is attached hereto, marked Exhibit A, and incorporated herein by reference.
2. The Resolution shall become effective August 2, 2023.

PASSED AND ADOPTED this 2nd day of August, 2023 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Rodin

ATTEST:

Kristine Lawler, City Clerk

SIDE LETTER OF AGREEMENT

Between

The City of Ukiah

And

The Ukiah Police Officers Association

This Side Letter of Agreement (“Agreement”) is entered into by and between the City of Ukiah (“City”) and the Ukiah Police Officers Association (“Association”) (collectively referred to as “Parties”). Having met and conferred in accordance with Government Code section 3500, *et. seq.*, the City and the Association agree to amend, add to and clarify the Parties’ current Memorandum of Understanding (“MOU”) as follows:

1. Article 13. Special Pays – G. Traffic Officer Pay

The City agrees to pay 5% of base salary to Police Unit positions formally assigned Traffic Officer.

2. Article 14. Miscellaneous Provisions – S. Shift Differential

Employees whose regularly scheduled work shift begins at 11:00 AM or later, and ends no later than 7:00 AM the following day, will receive a shift differential of two dollars (\$2.00) per hour for each hour actually worked.

The Parties agree that this shift differential is special compensation per Title 2 of the California Code of Regulations, section 571 and 571.1.

3. This Agreement supersedes any provisions or language in previous policies, the Parties’ current MOU and/or other documents that may conflict with the terms of this Agreement. The term of this Agreement shall be as specified in the MOU.

CITY OF UKIAH

UKIAH POLICE OFFICERS ASSOCIATION

Sage Sangiacomo, City Manager

Max Brazill, UPOA President



AGENDA SUMMARY REPORT

SUBJECT: Approve the Purchase of a Portable Concrete Mixer from Cart-Away Concrete Systems, Inc in the Amount of \$71,514.32.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. RFB - E40150
2. Bid Tab - E40150

Summary: Council will consider approving the purchase a new portable concrete mixer from Cart-Away Concrete Systems, Inc in the amount of \$71,514.32.

Background: Street Maintenance Staff use concrete to perform day to day maintenance activities such as pouring pads, sidewalk repair, main repairs, as well as assisting other City departments like the Electric Utility Department when removing or placing electric poles on the city sidewalk.

A portable concrete mixer will allow City Staff to tackle jobs more efficiently by mixing larger amounts of concrete quicker as well as saving costs by not having to hire a short load of concrete delivered for jobs that are larger. It is Staff's intent to rapidly address failing concrete that, up to this point, hasn't had an efficient solution for repair.

Discussion: Staff requested quotes from vendors for a CMK-175 Cubic Yard MixKing Mixing Trailer and CLP-200 LoadPro or equivalent. See Attachment 1 for a copy of the bid request. Two bids were received. See Attachment 2 for a copy of the bid tabulation.

While Cart-Away's proposed option is \$1,088.53 more expensive, Staff determined it as the superior tool for the job. The Fleet Maintenance Supervisor and Streets Supervisor noted the addition of disc brakes, non-chain driven concrete chute and Honda engine provided a more reliable and well-rounded machine.

\$70,000 was budgeted in the 2023/2024 Fiscal Year. An internal transfer from streets maintenance supplies in the amount of \$1,514.32 will be made to make up for the minor budget difference. No budget amendments are needed.

Recommended Action: Approve the Purchase of a Portable Concrete Mixer from Cart-Away Concrete Systems, Inc in the amount of \$71,514.32

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10024620.80100.TBD - \$71,514.32 (with internal transfer)

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: David Mendez, Buyer II, Dave Kirch, Maintenance Supervisor, Don Brown, Streets Supervisor, Mary Horger, Financial Services Manager and Tim Eriksen, Director of Public Works

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager

**REQUEST FOR BID**

300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482
P: (707) 467-5774, F: (707) 313-3831

Bids may be emailed, faxed, or hand delivered, to the contact information listed herein, and by the specified deadline, or the bid will be rejected.

Submitted by: _____
(Company Name _____
& Address) _____

DATE: **7/12/2023**REQ. NO. **E40150**

**BIDS WILL BE RECEIVED UNTIL
1:30 p.m., JULY 17th, 2023**

AT THE OFFICE OF THE BUYER II

1320 AIRPORT ROAD, CITY OF UKIAH

BY: Dave Mendez

Email: dmendez@cityofukiah.com

BIDS ARE REQUESTED FOR THE FOLLOWING ITEMS:

ALL BIDS SHALL BE F.O.B. UKIAH, CA.

QUANTITY	DESCRIPTION	LEAD TIME	UNIT PRICE	EXTENDED PRICE
	PORTABLE CEMENT MIXER AND ADDITIONAL OPTIONS			
1	1.75 Yard Capacity• Honda Powered• Heavy Duty Gearbox• GearSaver Hydraulic Operational Controls• Adjustable Tongue Height• Pintle Ring Coupler• 4-Wheel Hydraulic Surge Brakes• Black TandemFlex TPO Fenders• Powdercoated Standard BR Green Frame with Light Grey Drum• 1 Year Warranty			
1	Two Yard Free Flow Loading Hopper• Digital Water Meter• Coated Standard BR Green• 1 Year Warranty			
1	PortaWash- On board water system (electric start engine included) An optional feature that adds water onto a concrete mixer			
1	Concrete Discharge Chute Includes all mounting hardware for a 4 foot chute used to assist in the discharging of wet concrete			
1	Cone Holder Cone Holding Stand for Traffic Safety Cones			
1	Hour Meter - Gas Digital Hour Meter for your gasoline engine. Great way to manage Maintenance of the engine			
1	Optional 2-5/6" Bulldog Coupler 2-5/196" Bulldog Coupler to Replacethe Standard Pintle Ring			
1	Disc Hydraulic Brakes - CMK Keep the simplicity of Hydraulic Braes and remove the difficult maintenance of drum brakes. Add a disc brake option to your mixing trailer.			
1	EVP Enhanced Visibility Package. Adds front LED marker lights, rear LED marker lights, LED brake lights, and conspicuity tape. Great for added roadside visibility in day or night conditions.			
	AS PER SPECS ON E40150 OR EQUAL.			
	FOB TO: CITY OF UKIAH 1320 Airport Road, Ukiah Ca. 95482			
			Tax (8.875 %):	
			Shipping:	
			TOTAL:	
			Payment Terms:	

SIGNATURE:	DATE:		LEAD TIME ARO :
PRINT NAME:	PHONE:		EMAIL:
TERMS:			
1. LOCAL PREFERENCE: Local Vendors shall be given an allowance of five percent (5%), up to a maximum allowance of \$2,500, on any bid for supplies, equipment and/or materials per Ukiah City Code Section 1522.D.4. A Local Vendor is defined as one which, 1) conducts business in an office or other business premises with a physical location in Mendocino County, 2) holds a valid business license issued by Mendocino County or one of the cities in Mendocino County for that business location, and 3) has conducted business in compliance with 1) and 2) for not less than six (6) months prior to requesting the preference. The City shall receive satisfactory proof that a business qualifies as a local vendor before it may receive the local preference. In the event that there is a tie bid, where one bidder is local, the other is not, and the bid is equal in price and quality, the award shall go to the Local Vendor. 2. Right is reserved to reject any and all bids. 3. Right is reserved to accept separate items unless specifically denied by bidder. 4. Right is reserved to reject a bid from any bidder who has previously failed to perform adequately for the City of Ukiah. 5. In CASE OF DEFAULT, the City of Ukiah may procure the items quoted on from other sources and hold the original bidder liable for any increased costs. 6. The price, terms, delivery point, and delivery date may individually or collectively be the basis of the awarding of the bid. 7. In submitting the bid, bidder agrees that the bid shall remain open and may not be revoked or withdrawn for 60 days from the bid due date, unless a different time period is specified in RFB. 8. Bidder agrees to perform according to its bid, if the City's acceptance is communicated to the bidder within the time specified in number 7 above.			

Bid Tabulation E40150						
ITEM #	ITEM DESCRIPTION	QTY	Right MFG Systems Inc. (GSA Advantage)		Cart-Away Concrete GSA # (GS-30F-0003T)	
			UNIT	TOTAL	UNIT	TOTAL
	PORTABLE CEMENT MIXER & ADDITIONAL OPTIONS					
1	1.75 YARD CAPACITY PORTABLE CEMENT MIXER AS SPECIFICAION E40150	1	1.00	\$ 64,685.00	1.00	\$ 63,204.89
	SUBTOTAL			\$ 64,685.00		\$ 63,204.89
	TAX			5740.79375		\$ 5,609.43
	FREIGHT					\$ 2,700.00
	GRAND TOTAL			\$ 70,425.79		\$ 71,514.32



AGENDA SUMMARY REPORT

SUBJECT: Notification of Change Order #2 to Ghilotti Construction Co. in the Amount of \$132,511.91 for the Clara Avenue Reconstruction Project, and Approval of Corresponding Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. Plans and Specifications
2. CCO 2

Summary: Council will be notified of Change Order #2 work in the amount of \$132,511.91 to Ghilotti Construction Company for construction services related to the Clara Avenue Reconstruction Project

Background: The City Council awarded the construction contract for the replacement of water and sewer utilities as well as the reconstruction of the asphalt and construction of missing sections of sidewalk on Clara Avenue. See Attachment 1.

Discussion: This change order (Attachment 2) is required for the additional expenses incurred for the reinforcement of the asphalt using Forti-Fi Fiber to strengthen the pavement due to the presence of very poor subgrade that would have been much more costly to excavate and backfill with base rock.

A portion (\$56,277.55) of the contract amendment is for the implementation of six speed cushions along Clara Avenue upon coordination with the Complete Streets Ad-Hoc. These speed cushions will deter speeding while still allowing for efficient passage by emergency vehicles.

Recommended Action: Receive notification of Change Order #2 to Ghilotti Construction Co. in the amount of \$132,511.91 for the Clara Avenue Reconstruction Project, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: YES

CURRENT BUDGET AMOUNT: 2524220.80230.18184: \$0

PROPOSED BUDGET AMOUNT: 2524220.80230.18184: \$132,511.91

FINANCING SOURCE: 2022 Lease Revenue Bonds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2223-090

COORDINATED WITH: Andrew Stricklin, Senior Engineer, and Tim Eriksen, Director of Public Works

DIVERSITY-EQUITY INITIATIVES (DEI): n/a

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

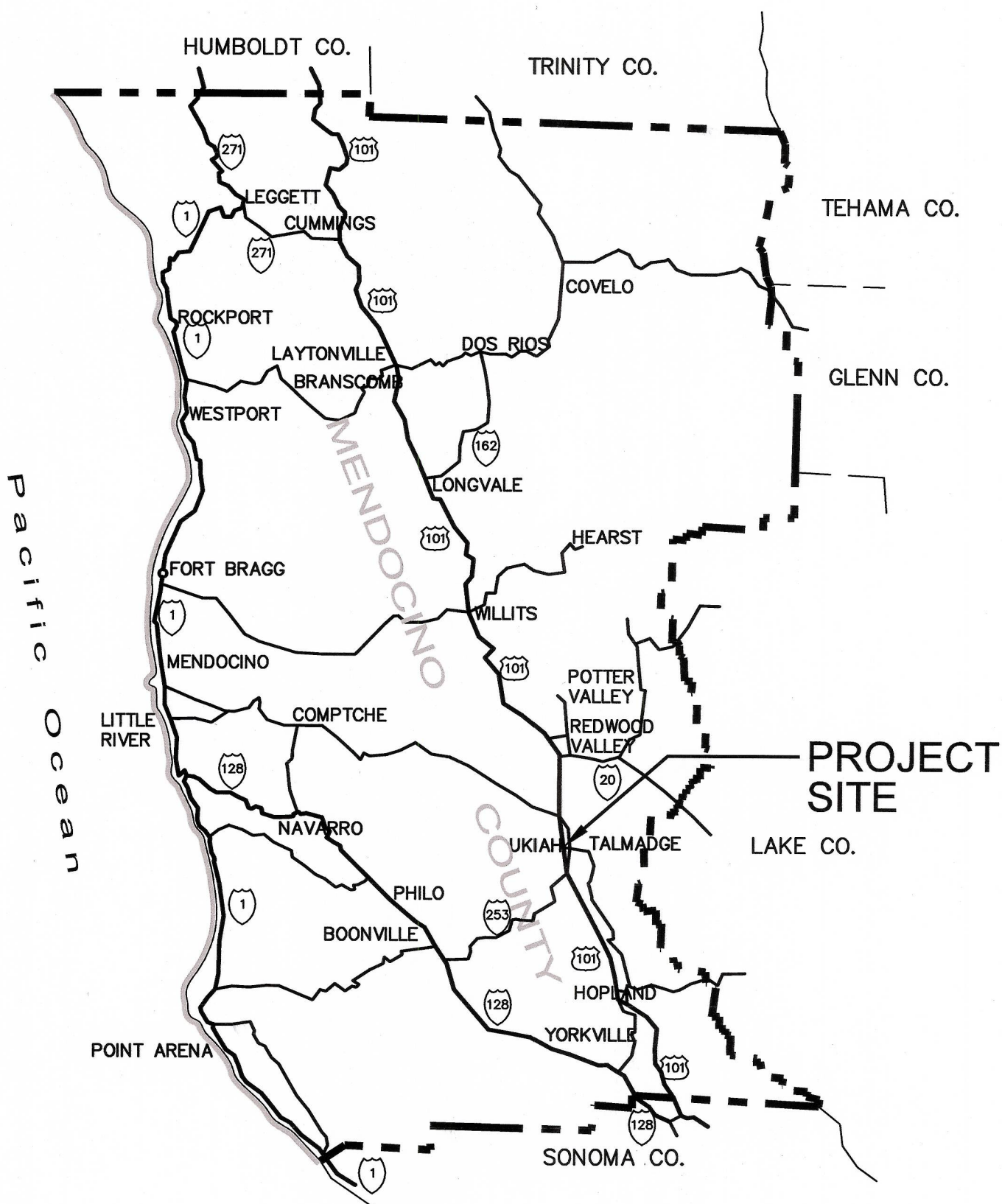
GENERAL PLAN ELEMENTS (GP): GP-A3 - Mobility Element

Approved: 
Sage Sangiacomo, City Manager

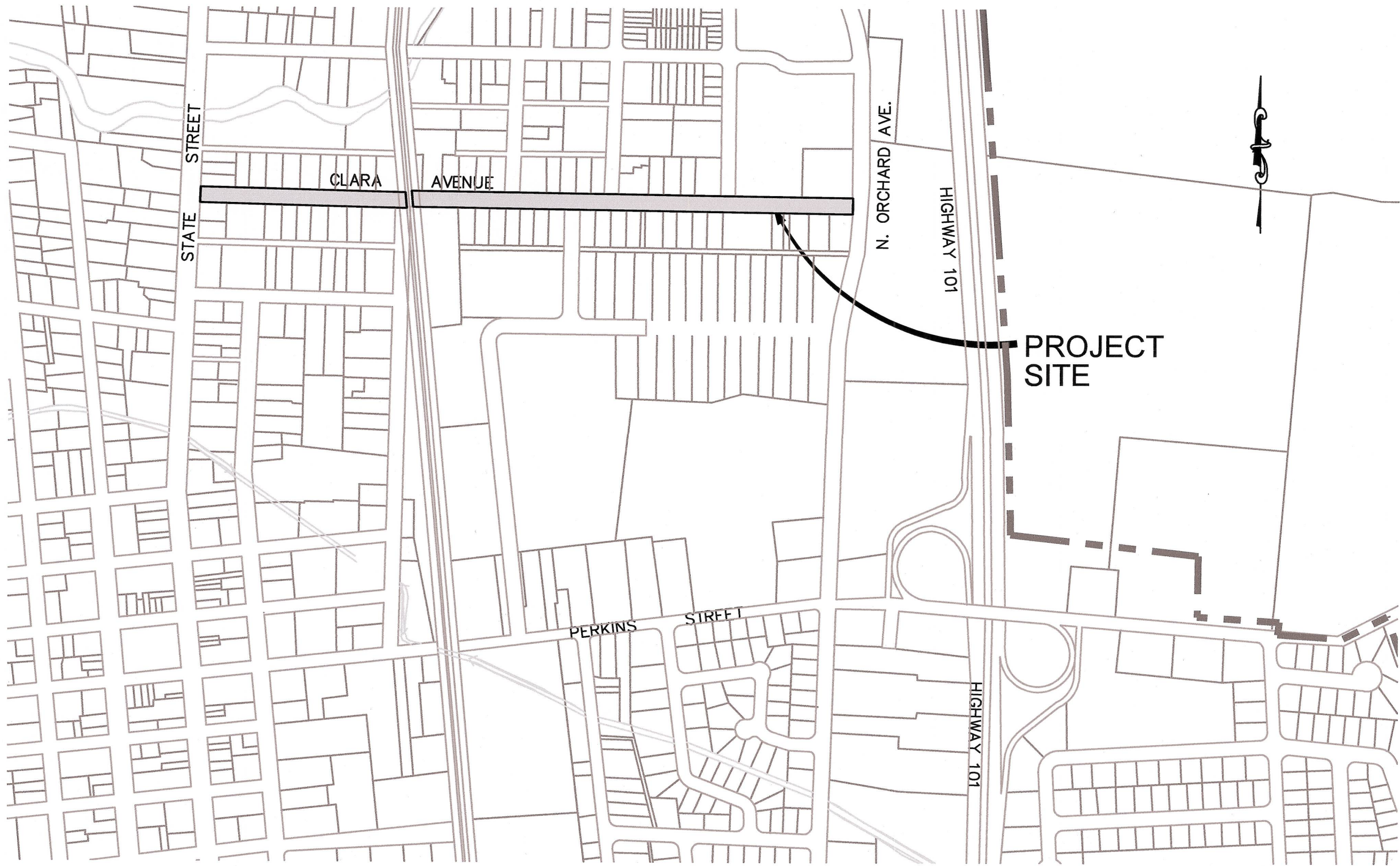
IMPROVEMENT PLANS FOR :
CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08

FOR THE
CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

FOR USE IN CONJUNCTION WITH :
CALTRANS STANDARD SPECIFICATIONS DATED 2018
CALTRANS STANDARD PLANS DATED 2018



VICINITY MAP



LOCATION MAP

NOT TO SCALE

INDEX OF SHEETS

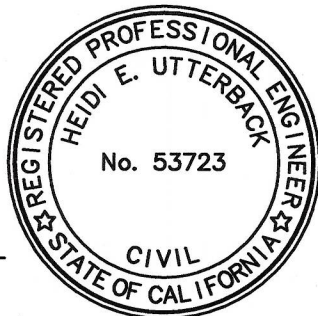
NO.	SHEET TITLE
1	TITLE SHEET
2	ABBREVIATIONS, LEGEND, GENERAL NOTES & SURVEY CONTROL
3	PLAN & PROFILE - STA. 10+00 TO STA. 13+00
4	PLAN & PROFILE - STA. 13+00 TO STA. 16+75
5	PLAN & PROFILE - STA. 16+75 TO STA. 20+50
6	PLAN & PROFILE - STA. 20+50 TO STA. 24+25
7	PLAN & PROFILE - STA. 24+25 TO STA. 28+25
8	PLAN & PROFILE - STA. 28+25 TO STA. 32+25
9	PLAN & PROFILE - STA. 32+25 TO STA. 36+50
10	STRIPING & RECONSTRUCTION PLAN - STA. 10+00 TO STA. 19+75
11	STRIPING & RECONSTRUCTION PLAN - STA. 19+75 TO STA. 28+75
12	STRIPING & RECONSTRUCTION PLAN - STA. 28+75 TO STA. 36+00
13	N. STATE ST. AND MYRON PL. - BULBOUT DETAILS
14	MASON STREET - BULBOUT DETAILS
15	SIDNIE ST. - BULBOUT DETAILS
16	DETAILS
17	DETAILS
18	DETAILS
19	CROSS SECTIONS - STA. 10+25 TO STA. 12+75
20	CROSS SECTIONS - STA. 12+94.27 TO STA. 15+00
21	CROSS SECTIONS - STA. 15+17.03 TO STA. 17+16.36
22	CROSS SECTIONS - STA. 17+25 TO STA. 18+25
23	CROSS SECTIONS - STA. 18+50 TO STA. 20+89.64
24	CROSS SECTIONS - STA. 21+00 TO STA. 23+25
25	CROSS SECTIONS - STA. 23+50 TO STA. 25+83.48
26	CROSS SECTIONS - STA. 26+00 TO STA. 28+25
27	CROSS SECTIONS - STA. 28+50 TO STA. 30+50
28	CROSS SECTIONS - STA. 30+75 TO STA. 32+96.65
29	CROSS SECTIONS - STA. 33+00 TO STA. 34+25
30	CROSS SECTIONS - STA. 34+40.46 TO STA. 35+50
31	CROSS SECTIONS - STA. 35+75 TO STA. 36+25



Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005 707.571.8037 Fax

Heidi E. Utterback
HEIDI E. UTTERBACK, RCE 53723
LICENSE EXPIRATION: 06/30/2020

4/23/2020
DATE



CITY OF UKIAH

APPROVED

Tim Eriksen
TIM ERIKSEN
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

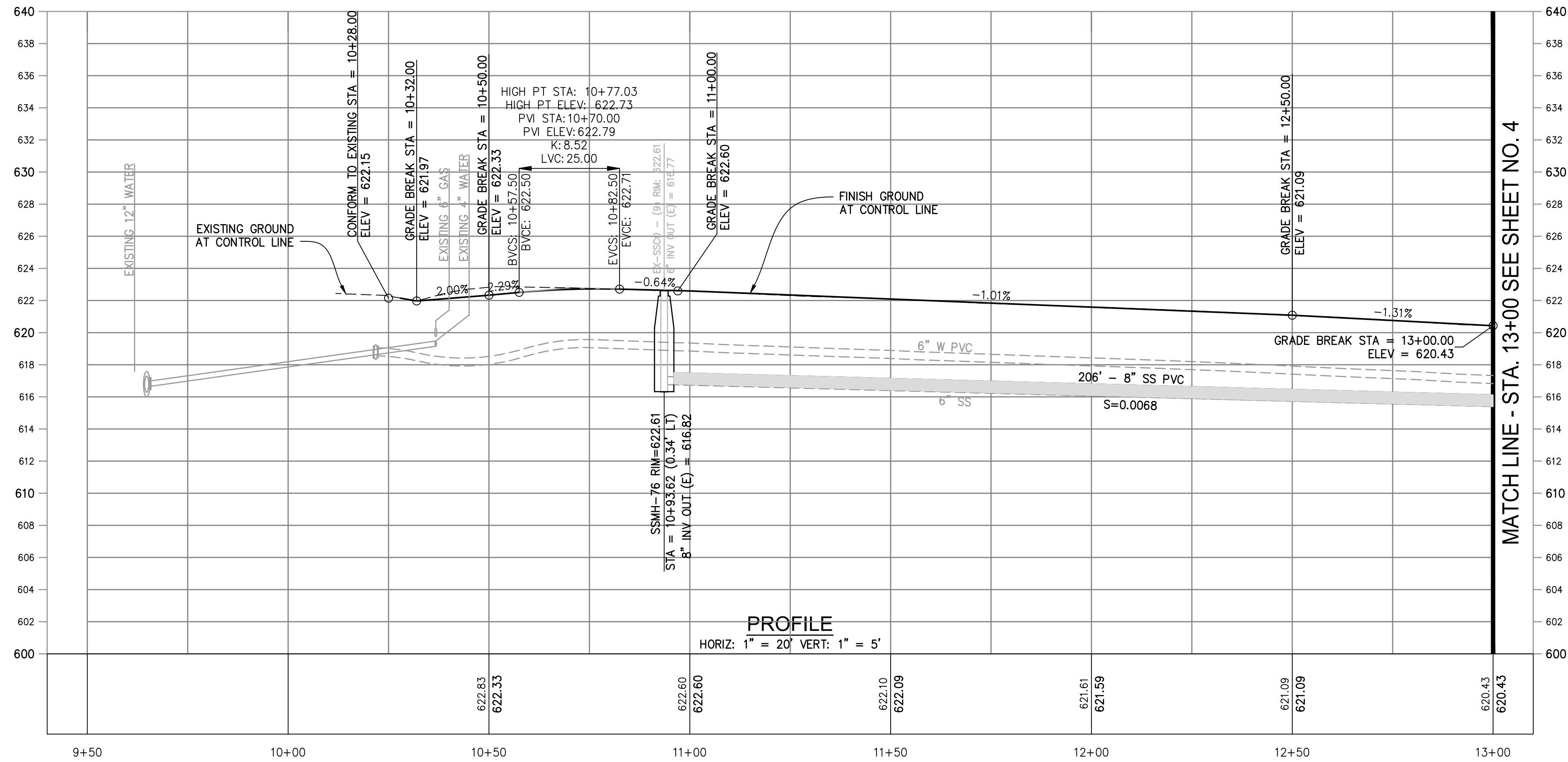
DATE 6/17/22

PROJECT NUMBER
29-4352

DRAWING DATE
APRIL 2020

DRAWING NUMBER
1 OF 31

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES



(R1) REMOVE EXISTING CONCRETE CURB AND SIDEWALK.

(R2) REMOVE EXISTING CURB, GUTTER AND SIDEWALK OR DRIVEWAY.

(R3) SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT.

(R4) REMOVE EXISTING CURB & GUTTER, INSTALL NEW CURB AND GUTTER PER DETAIL — (8/16)

(R5) REMOVE EXISTING CONCRETE DRIVEWAY, INSTALL DRIVEWAY PER DETAIL — (5/17)

(R6) INSTALL SIDEWALK AND PLANTER PER PLAN AND DETAIL — (6/16)

(R7) INSTALL CURB AND GUTTER PER DETAIL — (8/16)

(R8) INSTALL DRIVEWAY PER DETAIL — (5/17)

(R10) INSTALL TYPE "A" CURB RAMP PER CALTRANS STD PLAN A88A AND DETAIL — (1/13)

(R11) ADJUST WATER VALVE BOX TO FINISH GRADE PER DETAIL — (5/16)

(R12) REMOVE EXISTING FENCE AND INSTALL AT BACK OF NEW SIDEWALK.

(R13) SAWCUT AND CONFORM TO EXISTING CONCRETE.

(R19) ADJUST WATER METER BOX TO FINISH GRADE.

(R21) RELOCATE EXISTING STOP SIGN PER PLAN.

(R20) ADJUST ELECTRICAL VAULT TO FINISH GRADE.

(R30) REMOVE TREE STUMP.

(R31) REMOVE TREE.

(R32) EXTEND RESIDENTIAL SIDEWALK TO NEW SIDEWALK (2' MINIMUM LENGTH).

(R35) REMOVE AND REPLACE VALLEY GUTTER PER DETAIL — (3/17)

(R40) ADJUST GAS VALVE BOX TO FINISH GRADE.

(R41) INSTALL PCC SIDEWALK PER DETAIL — (7/16)

(R59) REMOVE EXISTING SIDEWALK & INSTALL 5' SIDEWALK TRANSITION.

(R62) INSTALL 2" IRRIGATION SLEEVE UNDER SIDEWALK.

(R64) REMOVE EXISTING CURB, GUTTER AND SIDEWALK. INSTALL CASE "B" CURB RAMP PER CALTRANS STD. PLAN A88A.

(R67) INSTALL SIDEWALK DRAIN PER CITY STD. 410.

(R68) REMOVE & REPLACE RESIDENTIAL SIDEWALK (2' MINIMUM LENGTH).

(R73) REMOVE EXISTING CONCRETE & INSTALL CONCRETE DRIVEWAY CONFORM (2' MINIMUM LENGTH) PER DETAIL — (6/17)

(R74) REMOVE EXISTING ASPHALT CONCRETE & INSTALL ASPHALT CONCRETE DRIVEWAY CONFORM (2' MINIMUM LENGTH) PER DETAIL — (6/17)

(R75) INSTALL GRAVEL DRIVEWAY CONFORM (2' MINIMUM LENGTH) PER DETAIL — (6/17)

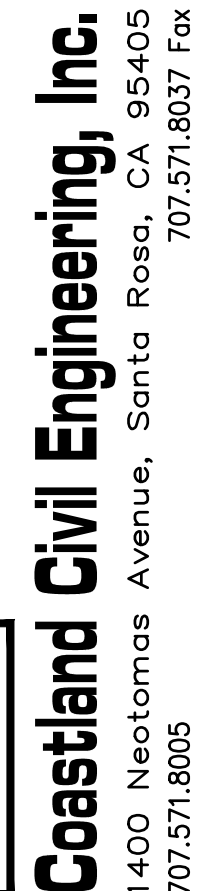
(R94) SAWCUT AND CONFORM TO EXISTING CONCRETE PER DETAIL — (4/17)

(R104) ADJUST DETECTOR POT TO FINISH GRADE.

(S1) REMOVE EXISTING CLEANOUT & INSTALL 48" SANITARY SEWER MANHOLE PER CITY STD 201.

(S4) REMOVE EXISTING SANITARY SEWER MAIN AND INSTALL 8" PVC SANITARY SEWER MAIN PER CITY STANDARDS, SIZE AS SHOWN.

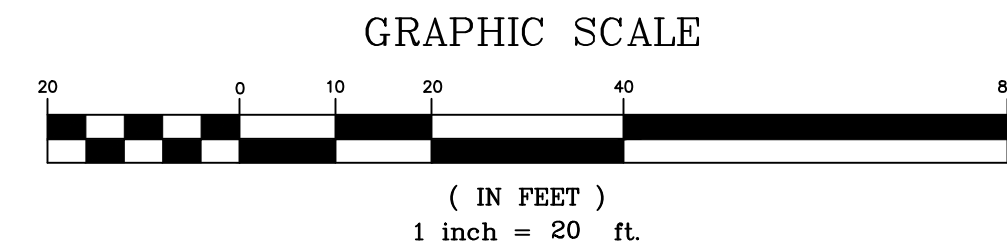
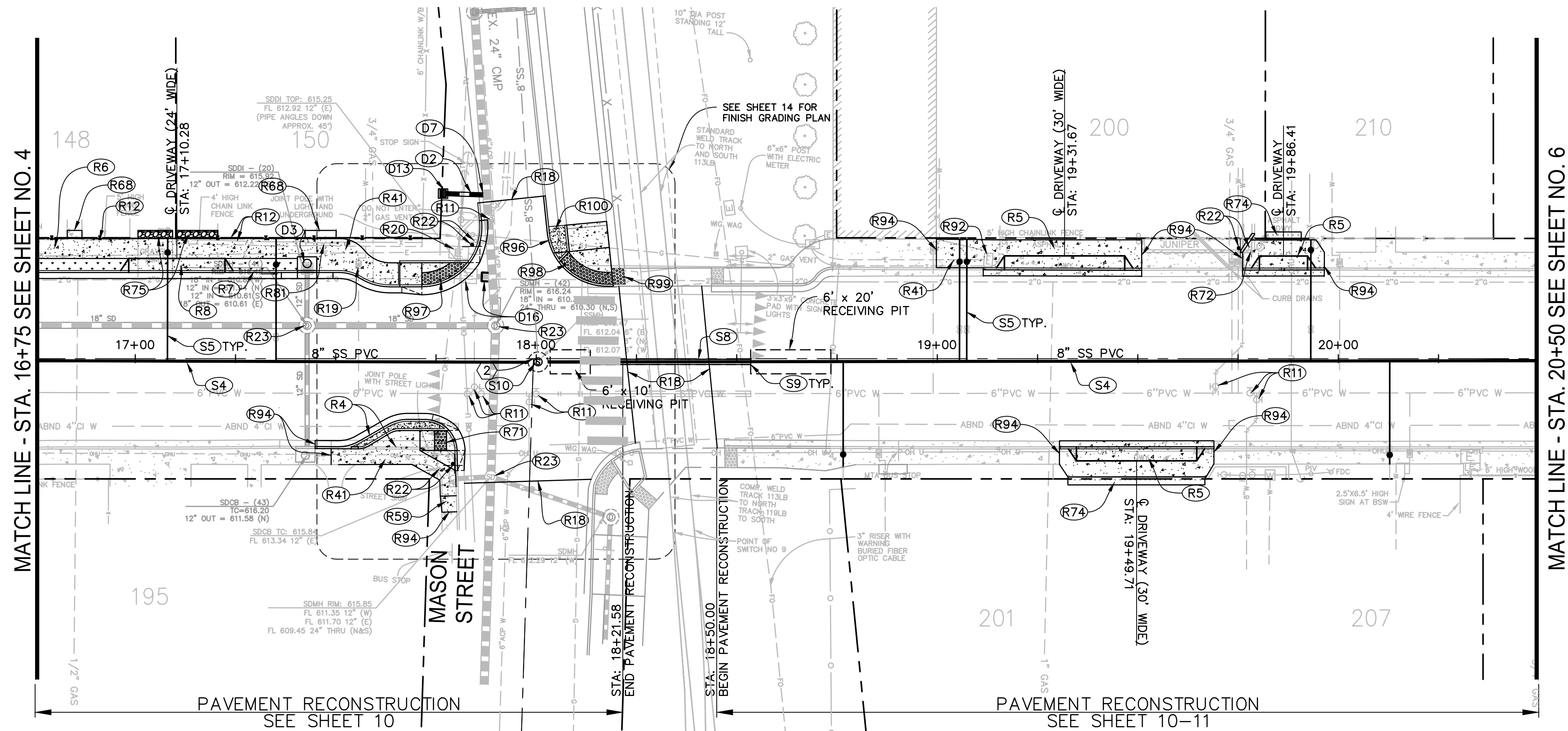
(S5) REMOVE OR ABANDON EXISTING SANITARY SEWER LATERAL FROM SEWER MAIN TO BACK OF SIDEWALK AND INSTALL 4" SANITARY SEWER LATERAL SIMILAR TO CITY STD 210. CLEANOUTS TO BE PLACED 18" BEHIND FACE OF CURB. CLEANOUTS IN A DRIVEWAY SHALL BE PLACED 18" BEHIND DRIVEWAY APRON.



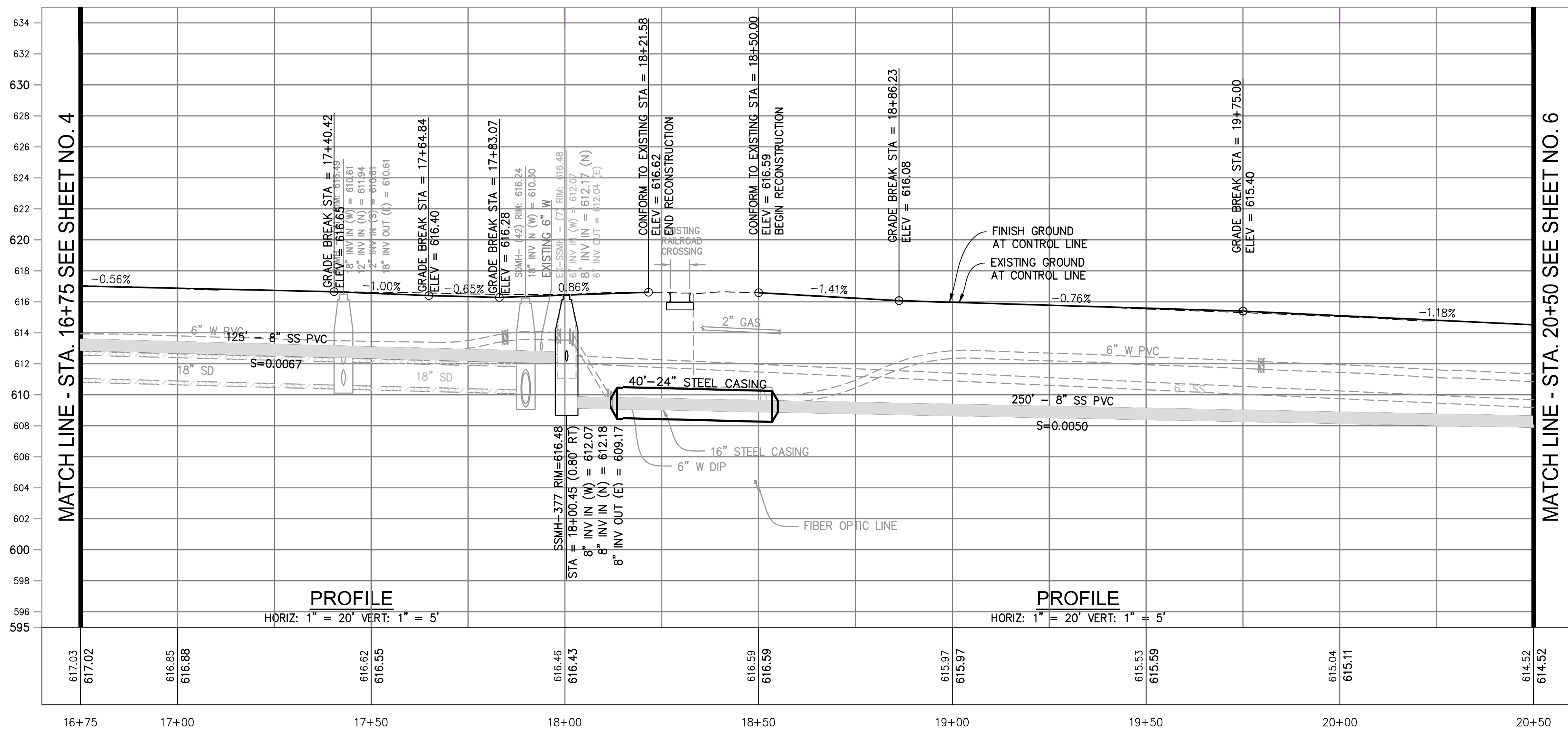
PLAN & PROFILE

STA. 10+00 TO STA. 13+00

CLARA AVENUE RECONSTRUCTION PROJECT



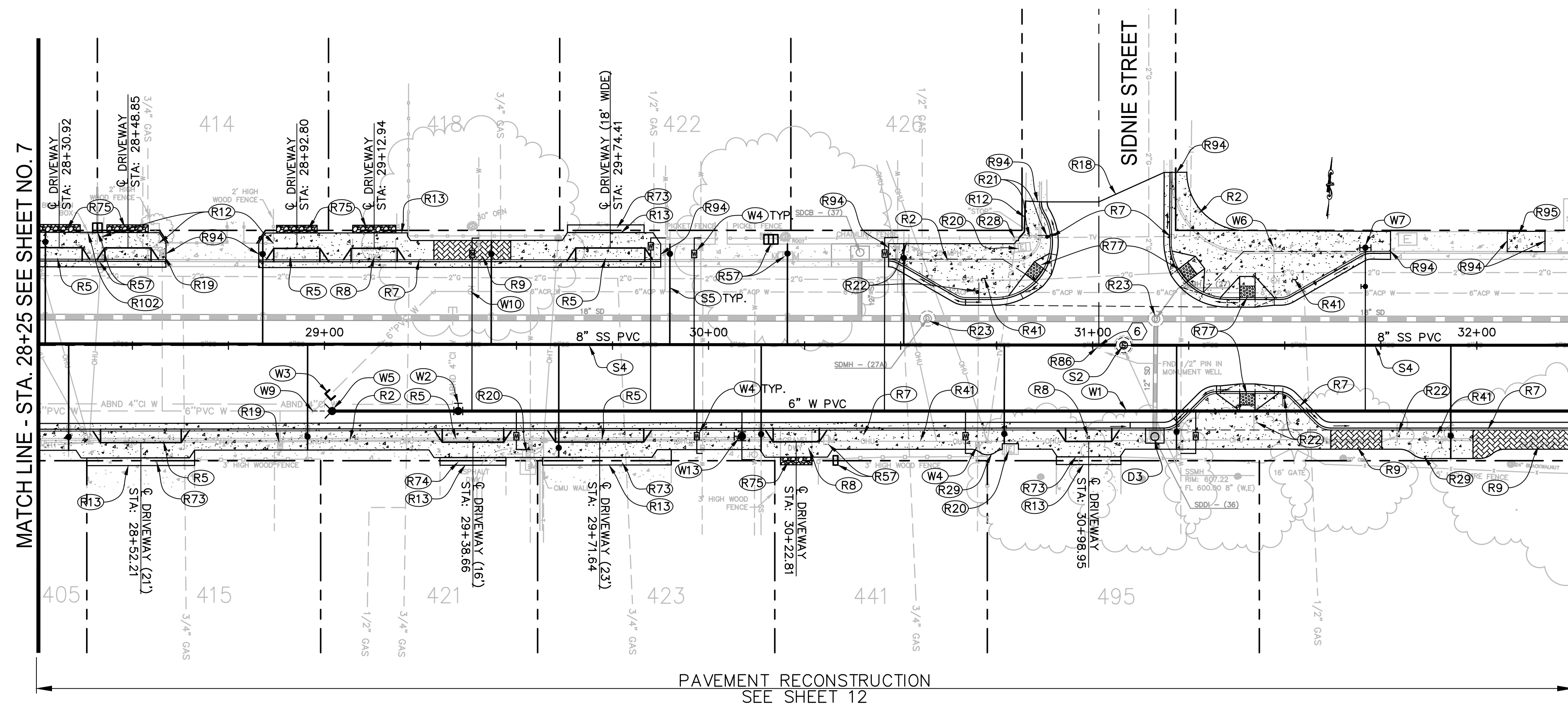
CLARA AVENUE



- ### CONSTRUCTION NOTES

- (D2) INSTALL 12" STORM DRAIN PIPE PER CITY STD. 420.
- (D3) REMOVE EXISTING DROP INLET AND INSTALL TYPE 4AC CURB INLET PER CITY STD. 403, 406 & 408.
- (D7) INSTALL STORM DRAIN BLIND CONNECTION PER DETAIL — (10/16)
- (D13) INSTALL 18"x 18" DROP INLET, GRADE TO DRAIN.
- (D16) REMOVE EXISTING DROP INLET, PLUG & ABANDON SD PIPE.
- (R4) REMOVE EXISTING CURB & GUTTER, INSTALL NEW CURB AND GUTTER PER DETAIL — (8/16)
- (R5) REMOVE EXISTING CONCRETE DRIVEWAY, INSTALL DRIVEWAY PER DETAIL — (5/17)
- (R6) INSTALL SIDEWALK AND PLANTER PER PLAN AND DETAIL — (6/16)
- (R7) INSTALL CURB AND GUTTER PER DETAIL — (8/16)
- (R8) INSTALL DRIVEWAY PER DETAIL — (5/17)
- (R10) INSTALL TYPE "A" CURB RAMP PER CALTRANS STD PLAN A88A.
- (R11) ADJUST WATER VALVE BOX TO FINISH GRADE PER DETAIL — (5/16)
- (R12) REMOVE EXISTING FENCE AND INSTALL AT BACK OF NEW SIDEWALK.
- (R18) SAWCUT AND CONFORM TO EXISTING ASPHALT CONCRETE.
- (R19) ADJUST WATER METER BOX TO FINISH GRADE.
- (R20) ADJUST ELECTRICAL VAULT TO FINISH GRADE.
- (R22) RELOCATE OR RESET ROAD SIGN AS REQUIRED.
- (R23) ADJUST STORM DRAIN MANHOLE TO FINISH GRADE PER DETAIL — (5/16)
- (R41) INSTALL PCC SIDEWALK PER DETAIL — (7/16)
- (R59) REMOVE EXISTING SIDEWALK & INSTALL 5' SIDEWALK TRANSITION.
- (R68) REMOVE & REPLACE RESIDENTIAL SIDEWALK (2' MINIMUM LENGTH).
- (R71) INSTALL CURB RAMP SIMILAR TO TYPE "G" PER CALTRANS STD PLAN A88A AND DETAIL — (1/14)
- (R72) SAWCUT & REMOVE EXISTING PCC CURB. REMOVE EXISTING LANDSCAPING AS NECESSARY FOR DRIVEWAY & SIDEWALK INSTALLATION.
- (R74) REMOVE EXISTING ASPHALT CONCRETE & INSTALL ASPHALT CONCRETE DRIVEWAY CONFORM (2' MINIMUM LENGTH) PER DETAIL — (6/17)
- (R75) INSTALL GRAVEL DRIVEWAY CONFORM (2' MINIMUM LENGTH) PER DETAIL — (6/17)
- (R81) REMOVE PAVERS & LANDSCAPE BORDER AND SALVAGE TO OWNER.
- (R92) REPLACE EXISTING ELECTRICAL BOX & ADJUST TO FINISH GRADE.
- (R94) SAWCUT AND CONFORM TO EXISTING CONCRETE PER DETAIL — (4/17)
- (R96) REMOVE & REPLACE EXISTING VERTICAL CURB.
- (R97) INSTALL CASE CM CURB RAMP PER CALTRANS STD PLAN A88B AND DETAIL — (1/14)
- (R98) REMOVE & REPLACE EXISTING CONCRETE PATH AND TRUNCATED DOMES— SEE DETAIL — (1/14)
- (R99) REMOVE & REPLACE AC SIDEWALK & TRUNCATED DOMES AS REQUIRED.
- (R100) ADJUST OR RELOCATE LIGHT AS REQUIRED.
- (S4) REMOVE EXISTING SANITARY SEWER MAIN AND INSTALL 8" PVC SANITARY SEWER MAIN PER CITY STANDARDS, SIZE AS SHOWN.
- (S5) REMOVE OR ABANDON EXISTING SANITARY SEWER LATERAL FROM SEWER MAIN TO BACK OF SIDEWALK AND INSTALL 4" SANITARY SEWER LATERAL SIMILAR TO CITY STD 210. CLEANOUTS TO BE PLACED 18" BEHIND FACE OF CURB. CLEANOUTS IN A DRIVEWAY SHALL BE PLACED 18" BEHIND DRIVEWAY APRON.
- (S8) BORE & JACK 24" STEEL CASING.
- (S9) INSTALL DIRT STOP PER DETAIL — (6/18)
- (S10) REMOVE EXISTING MANHOLE AND INSTALL 60" SANITARY SEWER MANHOLE WITH INSIDE DROP. MANHOLE SHALL BE SIMILAR TO STD 201 AND INSIDE DROP PER DETAIL — (7/14)

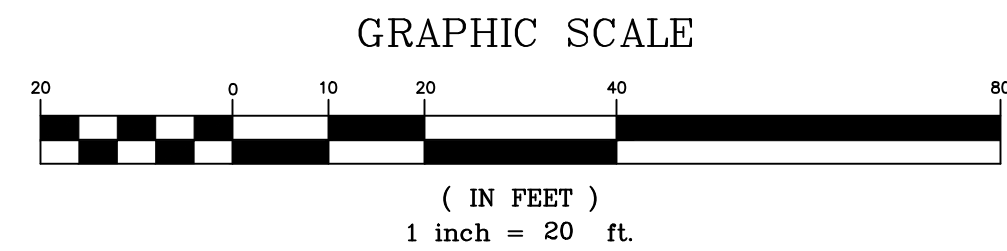
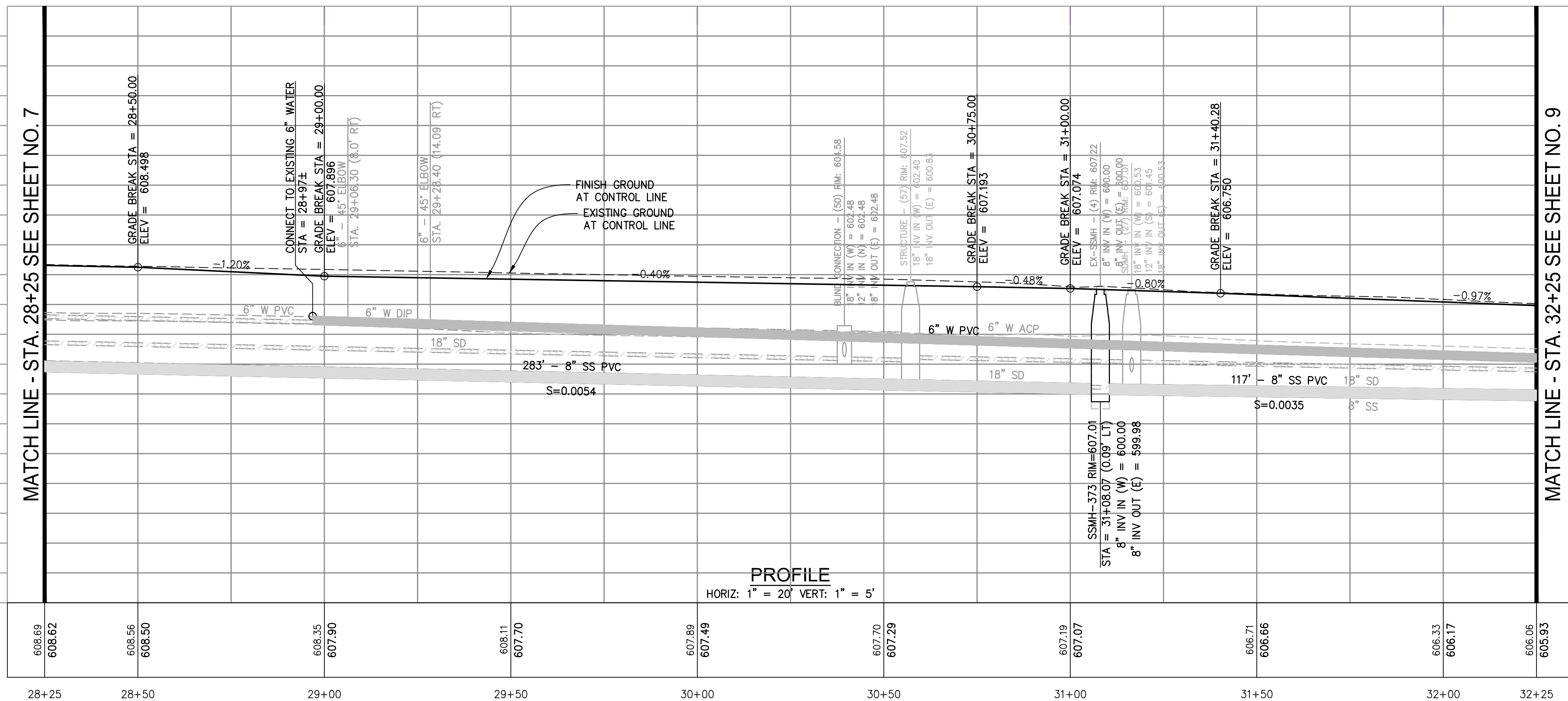
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CONTROL LINE POINT DATA			
POINT NO.	NORTHING	EASTING	DESCRIPTION
6	13373.01	6705.16	INTERSECTION CLARA AVE. & SIDNIE ST.

CLARA AVENUE

CLARA-CL Profile



CONSTRUCTION NOTES

- (D3) REMOVE EXISTING DROP INLET AND INSTALL TYPE 4AC CURB INLET PER CITY STD. 403, 406 & 408.
- (R2) REMOVE EXISTING CURB, GUTTER AND SIDEWALK OR DRIVEWAY.
- (R5) REMOVE EXISTING CONCRETE DRIVEWAY, INSTALL DRIVEWAY PER DETAIL 5
17
- (R7) INSTALL CURB AND GUTTER PER DETAIL 8
16
- (R8) INSTALL DRIVEWAY PER DETAIL 5
17
- (R9) INSTALL CONCRETE PAVERS PER DETAIL 2
17
- (R12) REMOVE EXISTING FENCE AND INSTALL AT BACK OF NEW SIDEWALK.
- (R13) SAWCUT AND CONFORM TO EXISTING CONCRETE.
- (R18) SAWCUT AND CONFORM TO EXISTING ASPHALT CONCRETE.
- (R19) ADJUST WATER METER BOX TO FINISH GRADE.
- (R20) ADJUST ELECTRICAL VAULT TO FINISH GRADE.
- (R21) RELOCATE EXISTING STOP SIGN PER PLAN.
- (R22) RELOCATE OR RESET ROAD SIGN AS REQUIRED.
- (R23) ADJUST STORM DRAIN MANHOLE TO FINISH GRADE PER DETAIL 5
16
- (R28) ADJUST CABLE TV BOX TO FINISH GRADE.
- (R29) INSTALL SIDEWALK WARP PER DETAIL 1
17
- (R41) INSTALL PCC SIDEWALK PER DETAIL 7
16
- (R57) RELOCATE MAILBOX TO BACK OF SIDEWALK PER DETAIL 11
16
- (R73) REMOVE EXISTING CONCRETE & INSTALL CONCRETE DRIVEWAY CONFORM (2' MINIMUM LENGTH) PER DETAIL 6
17
- (R74) REMOVE EXISTING ASPHALT CONCRETE & INSTALL ASPHALT CONCRETE DRIVEWAY CONFORM (2' MINIMUM LENGTH) PER DETAIL 6
17
- (R75) INSTALL GRAVEL DRIVEWAY CONFORM (2' MINIMUM LENGTH) PER DETAIL 6
17
- (R77) INSTALL TYPE "A" CURB RAMP PER CALTRANS STD PLAN AB8A AND PER DETAILS 1
15 2
15 3
15
- (R86) RESET MONUMENT WELL PER CITY STD 140.
- (R94) SAWCUT AND CONFORM TO EXISTING CONCRETE PER DETAIL 4
17
- (R95) REMOVE EXISTING CONCRETE SIDEWALK & INSTALL SIDEWALK PER DETAIL 7
16
- (R102) RELOCATE BULLETIN BOARD.
- (S2) REMOVE EXISTING MANHOLE AND INSTALL 48" SANITARY SEWER MANHOLE PER CITY STD 201.
- (S4) REMOVE EXISTING SANITARY SEWER MAIN AND INSTALL 8" PVC SANITARY SEWER MAIN PER CITY STANDARDS.
- (S5) REMOVE OR ABANDON EXISTING SANITARY SEWER LATERAL FROM SEWER MAIN TO BACK OF SIDEWALK AND INSTALL 4" SANITARY SEWER LATERAL SIMILAR TO CITY STD 210. CLEANOUTS TO BE PLACED 18" BEHIND FACE OF CURB. CLEANOUTS IN A DRIVEWAY SHALL BE PLACED 18" BEHIND DRIVEWAY APRON.
- (W1) CONSTRUCT WATER MAIN PER CITY STANDARDS.
- (W2) INSTALL GATE VALVE PER CITY STD. 307.
- (W3) PLUG EXISTING WATER MAIN AND ABANDON PER 1
18
- (W4) INSTALL 3/4" WATER SERVICE SIMILAR TO CITY STD. 301 WITH CHRISTY B12 BOX & LID (OR APPROVED EQUAL).
- (W5) INSTALL TEMPORARY BLOW OFF PER DETAIL 4
18
- (W6) REMOVE & ABANDON EXISTING FIRE HYDRANT AND SERVICE.
- (W7) INSTALL FIRE HYDRANT PER CITY STD. 305.
- (W9) REMOVE EXISTING THRUST BLOCK AND CONNECT TO EXISTING WATER UNDER AUTHORIZED CITY INSPECTION, AND INSTALL FITTINGS AS REQUIRED.
- (W10) WATER VALVE TO BE REMOVED/ABANDONED FOLLOWING NEW WATER SERVICE CONNECTION.
- (W13) INSTALL NEW WATER SERVICE AND GATE VALVE SIMILAR TO CITY STD 301. WATER SERVICE AND GATE VALVE TO MATCH EXISTING. CONTRACTOR TO POTHOLE TO DETERMINE SIZE PRIOR TO WATER FACILITY CONSTRUCTION AND NOTIFY THE ENGINEER.



Coastland Civil Engineering, Inc.
400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005 707.571.8037 Fax

PREPARED UNDER THE DIRECTION OF

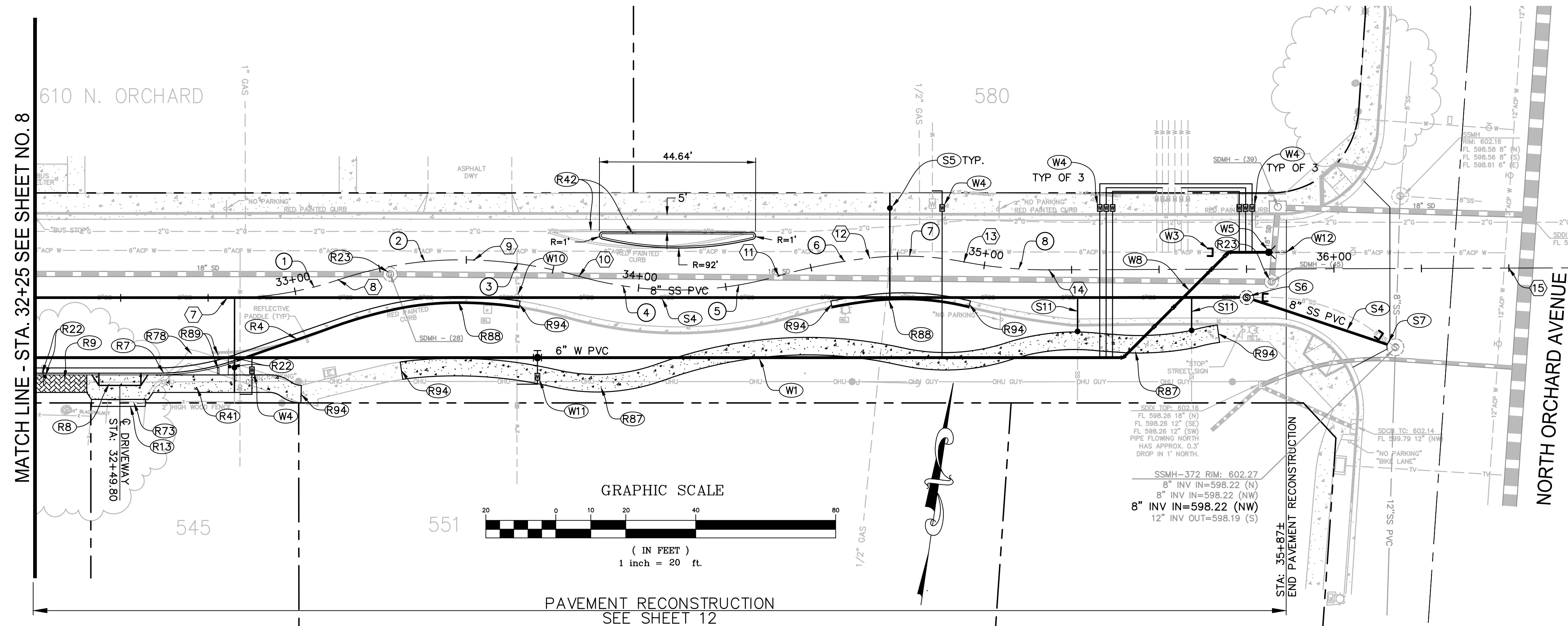
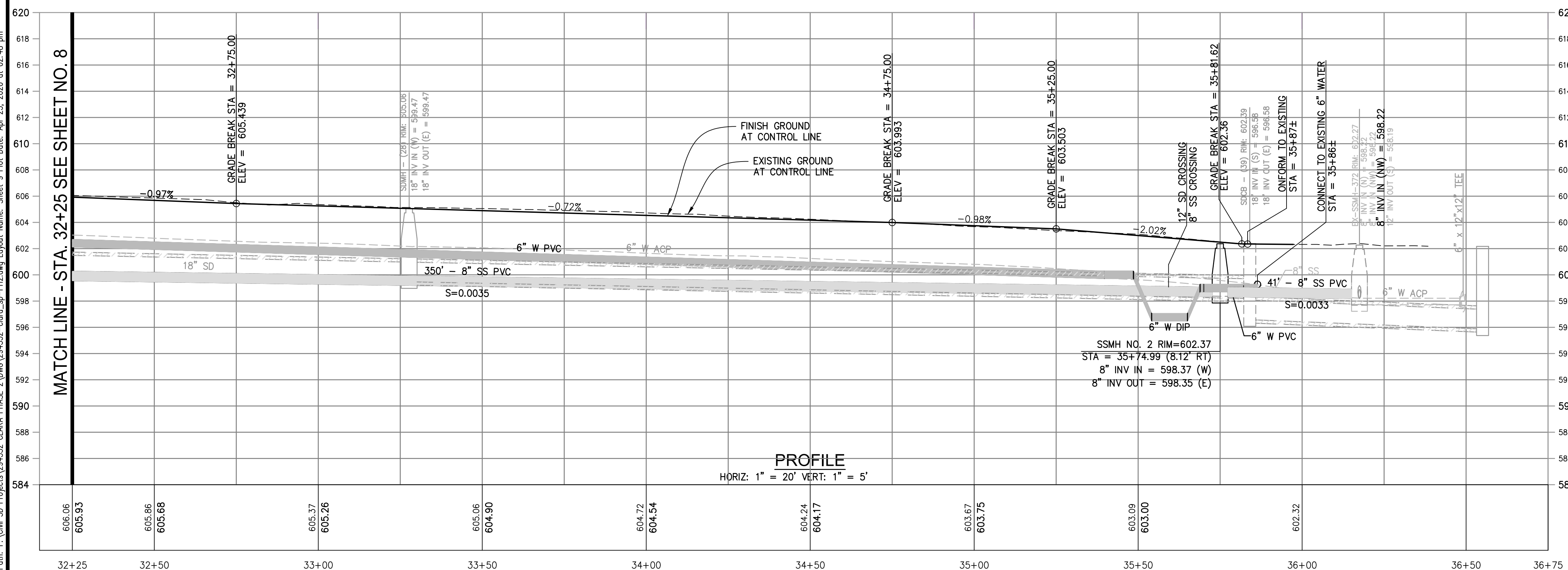
DESIGNED BY W IK	DRAWN BY W IK	REVIEWED BY HET
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CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08
CALIFORNIA

PLAN & PROFILE

STA. 28+25 TO STA. 32+25

CLARA AVENUE RECONSTRUCTION PROJECT

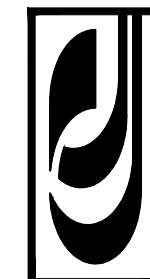


CONSTRUCTION NOTES

- (R4) REMOVE EXISTING CURB & GUTTER, INSTALL NEW CURB AND GUTTER PER DETAIL ————— $\frac{8}{16}$
- (R7) INSTALL CURB AND GUTTER PER DETAIL ————— $\frac{8}{16}$
- (R8) INSTALL DRIVEWAY PER DETAIL ————— $\frac{5}{17}$
- (R9) INSTALL CONCRETE PAVERS PER DETAIL ————— $\frac{2}{17}$
- (R13) SAWCUT AND CONFORM TO EXISTING CONCRETE.
- (R22) RELOCATE OR RESET ROAD SIGN AS REQUIRED.
- (R23) ADJUST STORM DRAIN MANHOLE TO FINISH GRADE PER DETAIL ————— $\frac{5}{16}$
- (R41) INSTALL PCC SIDEWALK PER DETAIL ————— $\frac{7}{16}$
- (R42) REMOVE EXISTING CURB & GUTTER ISLAND, INSTALL PCC VERTICAL CURB ISLAND PER PLAN AND DETAIL ————— $\frac{9}{16}$
- (R73) REMOVE EXISTING CONCRETE & INSTALL CONCRETE DRIVEWAY CONFORM (2' MINIMUM LENGTH) PER DETAIL ————— $\frac{6}{17}$
- (R78) REMOVE EXISTING ASPHALT CONCRETE WALKWAY.
- (R87) REMOVE & REPLACE CONCRETE SIDEWALK AS REQUIRED FOR WATER MAIN INSTALLATION.
- (R88) REMOVE & REPLACE CURB & GUTTER AS REQUIRED FOR WATER MAIN INSTALLATION.
- (R89) RELOCATE OR RESET REFLECTIVE PADDLE AS REQUIRED.
- (R94) SAWCUT AND CONFORM TO EXISTING CONCRETE PER DETAIL ————— $\frac{4}{17}$
- (S4) REMOVE EXISTING SANITARY SEWER MAIN AND INSTALL 8" PVC SANITARY SEWER MAIN PER CITY STANDARDS.
- (S5) REMOVE OR ABANDON EXISTING SANITARY SEWER LATERAL FROM SEWER MAIN TO BACK OF SIDEWALK AND INSTALL 4" SANITARY SEWER LATERAL SIMILAR TO CITY STD 210. CLEANOUTS TO BE PLACED 18" BEHIND FACE OF CURB. CLEANOUTS IN A DRIVEWAY SHALL BE PLACED 18" BEHIND DRIVEWAY APRON.
- (S6) INSTALL 48" SANITARY SEWER MANHOLE PER CITY STD 201.
- (S7) CONNECT EXISTING MAIN TO NEW SSMH PER CITY STANDARDS.
- (S11) REMOVE OR ABANDON EXISTING SANITARY SEWER LATERAL AND INSTALL 4" SANITARY SEWER LATERAL SIMILAR TO CITY STD 210. CLEANOUT TO BE PLACED 18" BEHIND FACE OF CURB.
- (W1) CONSTRUCT WATER MAIN PER CITY STANDARDS.
- (W3) PLUG EXISTING WATER MAIN AND ABANDON PER ————— $\frac{1}{18}$
- (W4) INSTALL 3/4" WATER SERVICE SIMILAR TO CITY STD. 301 WITH CHRISTY B12 BOX & LID (OR APPROVED EQUAL).
- (W5) INSTALL TEMPORARY BLOW OFF PER DETAIL ————— $\frac{4}{18}$
- (W8) INSTALL WATER MAIN LOWERING PER DETAIL ————— $\frac{2}{18}$
- (W10) WATER VALVE TO BE REMOVED/ABANDONED FOLLOWING NEW WATER SERVICE CONNECTION.
- (W11) INSTALL 2" WATER SERVICE & 2" GATE VALVE SIMILAR TO CITY STD 301 WITH CHRISTY B1730 BOX AND LID OR APPROVED EQUAL.
- (W12) CONNECT TO EXISTING WATER UNDER AUTHORIZED CITY INSPECTION AND INSTALL FITTINGS AS REQUIRED.

CONTROL LINE POINT DATA			
POINT NO.	NORTHING	EASTING	DESCRIPTION
7	13385.96	6883.59	BEGIN CURVE
8	13393.41	6914.85	POINT OF REVERSE CURVE
9	13401.88	6953.10	POINT OF COMPOUND CURVE
10	13399.40	6983.41	POINT OF REVERSE CURVE
11	13403.66	7040.32	POINT OF REVERSE CURVE
12	13410.64	7065.87	POINT OF COMPOUND CURVE
13	13411.48	7092.83	POINT OF REVERSE CURVE
14	13410.96	7117.26	END CURVE
15	13420.99	7248.34	STATION 36+50

CONTROL LINE CURVE DATA			
CURVE NO.	RADIUS	LENGTH	DELTA
①	100.00	32.28	$\Delta = 18^{\circ}29'40''$
②	111.00	39.38	$\Delta = 20^{\circ}19'44''$
③	125.00	30.48	$\Delta = 13^{\circ}58'12''$
④	104.00	57.81	$\Delta = 31^{\circ}51'04''$
⑤	104.00	57.81	$\Delta = 31^{\circ}51'04''$
⑥	155.00	26.52	$\Delta = 9^{\circ}48'09''$
⑦	90.00	27.08	$\Delta = 17^{\circ}14'17''$
⑧	125.00	24.48	$\Delta = 11^{\circ}13'09''$



Coastland Civil Engineering, Inc.

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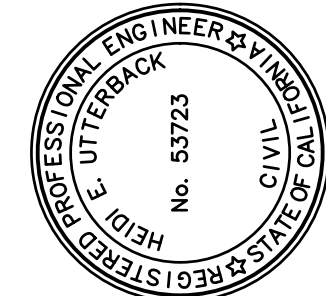
CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08

CALIFORNIA

PLAN & PROFILE

STA. 32+25 TO STA. 36+50

CLARA AVENUE RECONSTRUCTION PROJECT



PREPARED UNDER THE DIRECTION OF

Heidi E. Utterback 4/23/2020
HEIDI E. UTTERBACK, RCE 53723 DATE

DESIGNED BY	DRAWN BY	REVIEWED BY
WIK	WIK	HELI

[illegible]

MATCH LINE - STA. 19+75 SEE SHEET NO. 11

(R18) SAWCUT AND CONFORM TO EXISTING ASPHALT CONCRETE.

(R36) RECONSTRUCT EXISTING ROADWAY PER DETAIL —

(R37) RECONSTRUCT EXISTING ROADWAY PER DETAIL —

(R38) RECONSTRUCT EXISTING ROADWAY PER DETAIL —

(R45) THERMOPLASTIC 12" WHITE CROSSWALK / LIMIT LINE PER CALTRANS STD. PLAN A24E.

(R46) THERMOPLASTIC STOP LEGEND PER CALTRANS STD. PLAN A24D.

(R47) THERMOPLASTIC NO PASSING STRIPE DETAIL 21 PER CALTRANS STD. PLAN A20A.

(R48) THERMOPLASTIC CENTERLINE STRIPE DETAIL 1 PER CALTRANS STD. PLAN A20A.

(R49) THERMOPLASTIC CENTERLINE STRIPE DETAIL 22 PER CALTRANS STD. PLAN A20A.

- $$\begin{array}{c} 2 \\ 12 \end{array}$$

DESCRIPTION

CONCRETE SIDEWALK OR CURB & GUTTER
ASPHALT CONCRETE, THICKNESS PER TYPICAL SECTIONS
6 INCH THICK ROADWAY RECONSTRUCTION
PLANTER STRIP
CONCRETE PAVERS

20 0 10 20 40 80

(IN FEET)

1 inch = 20 ft.



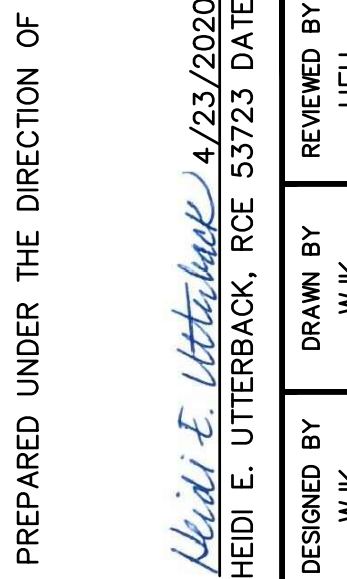
STRIPING & RECONSTRUCTION PLAN
STA. 10+00 TO STA. 19+75

PROJECT NUMBER
29-4352

DRAWING DATE
APRIL 2020

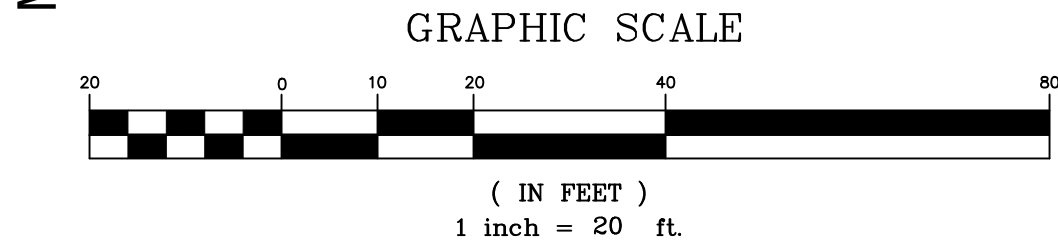
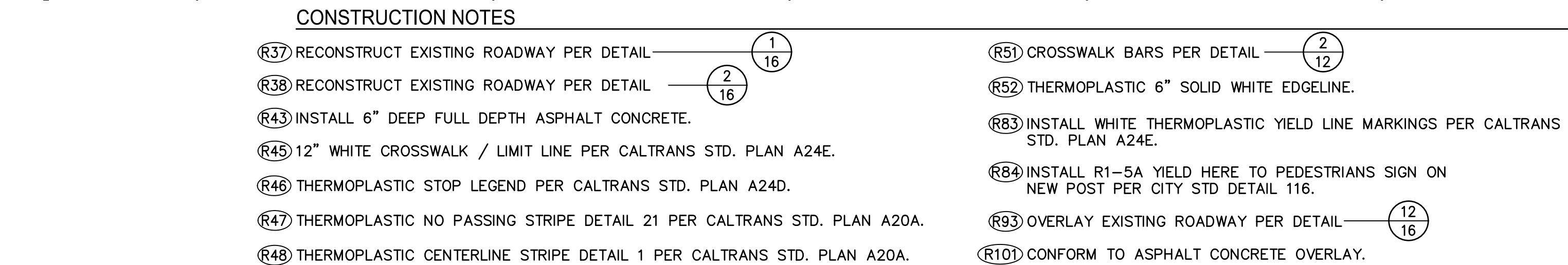
SHEET NUMBER
10 OF **31**

Page 133 of 630



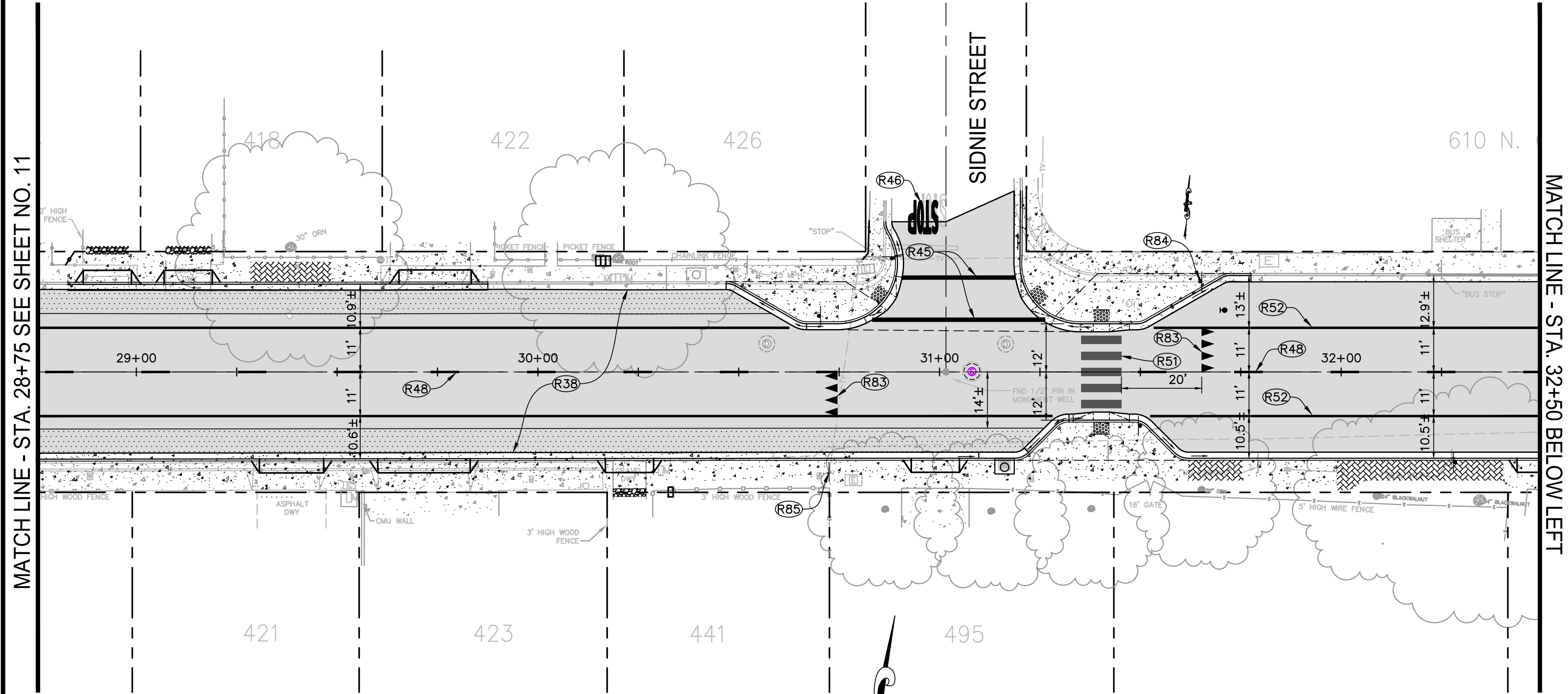
Coastland Civil Engineering, Inc.
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707.571.8005 707.571.8037 Fax

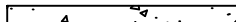
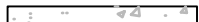
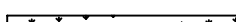
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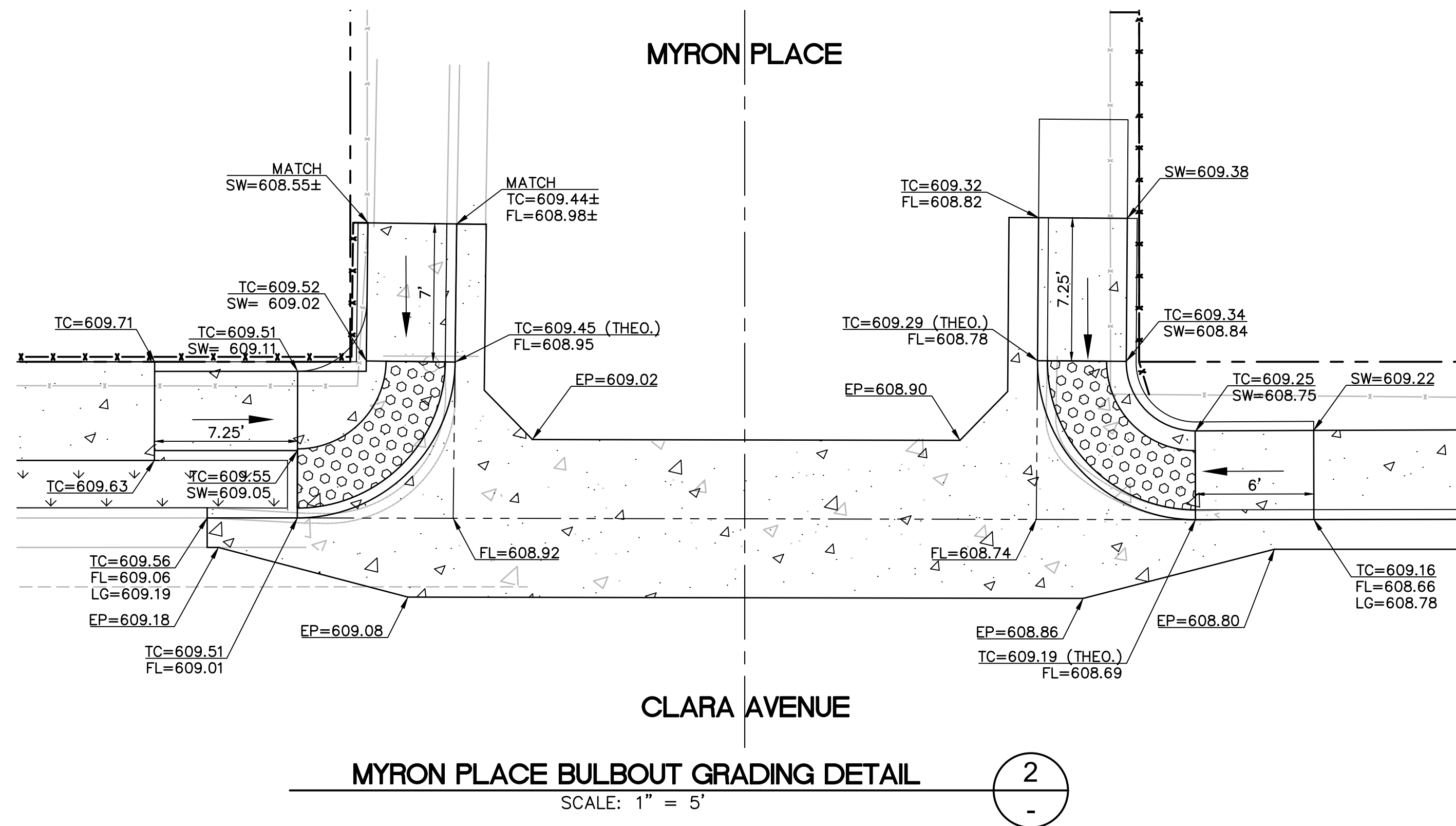
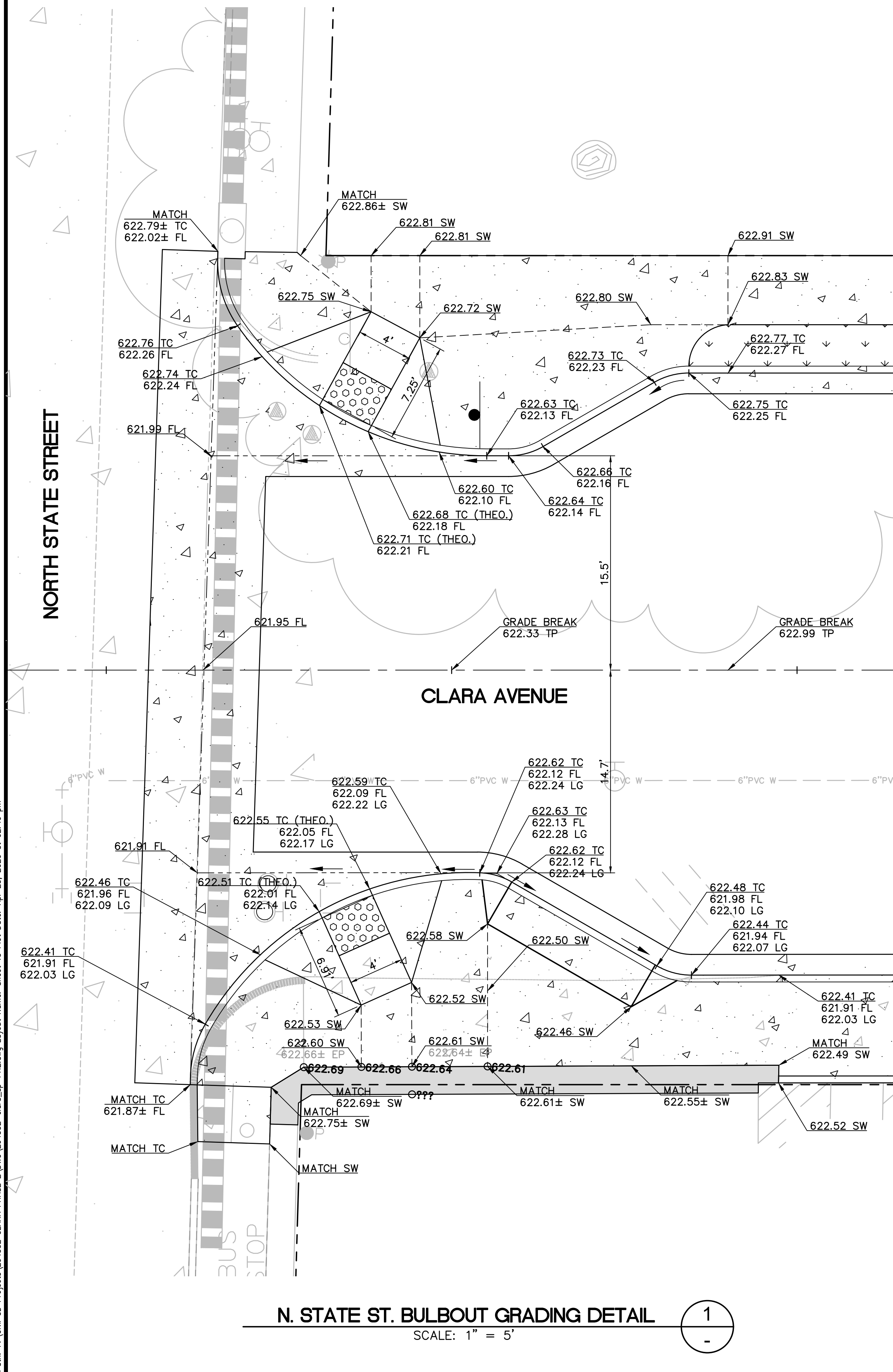


CITY OF UKIAH		CLARA AVENUE RECONSTRUCTION PROJECT SPECIFICATION NO. 20-08		CALIFORNIA	
PROJECT NUMBER 29-4352		DRAWING DATE APRIL 2020			
SHEET NUMBER 11 OF 31		STRIPING & RECONSTRUCTION PLAN STA. 19+75 TO STA. 28+75			
CITY OF UKIAH		CLARA AVENUE RECONSTRUCTION PROJECT SPECIFICATION NO. 20-08		CALIFORNIA	
PROJECT NUMBER 29-4352		DRAWING DATE APRIL 2020			
SHEET NUMBER 11 OF 31		STRIPING & RECONSTRUCTION PLAN STA. 19+75 TO STA. 28+75			

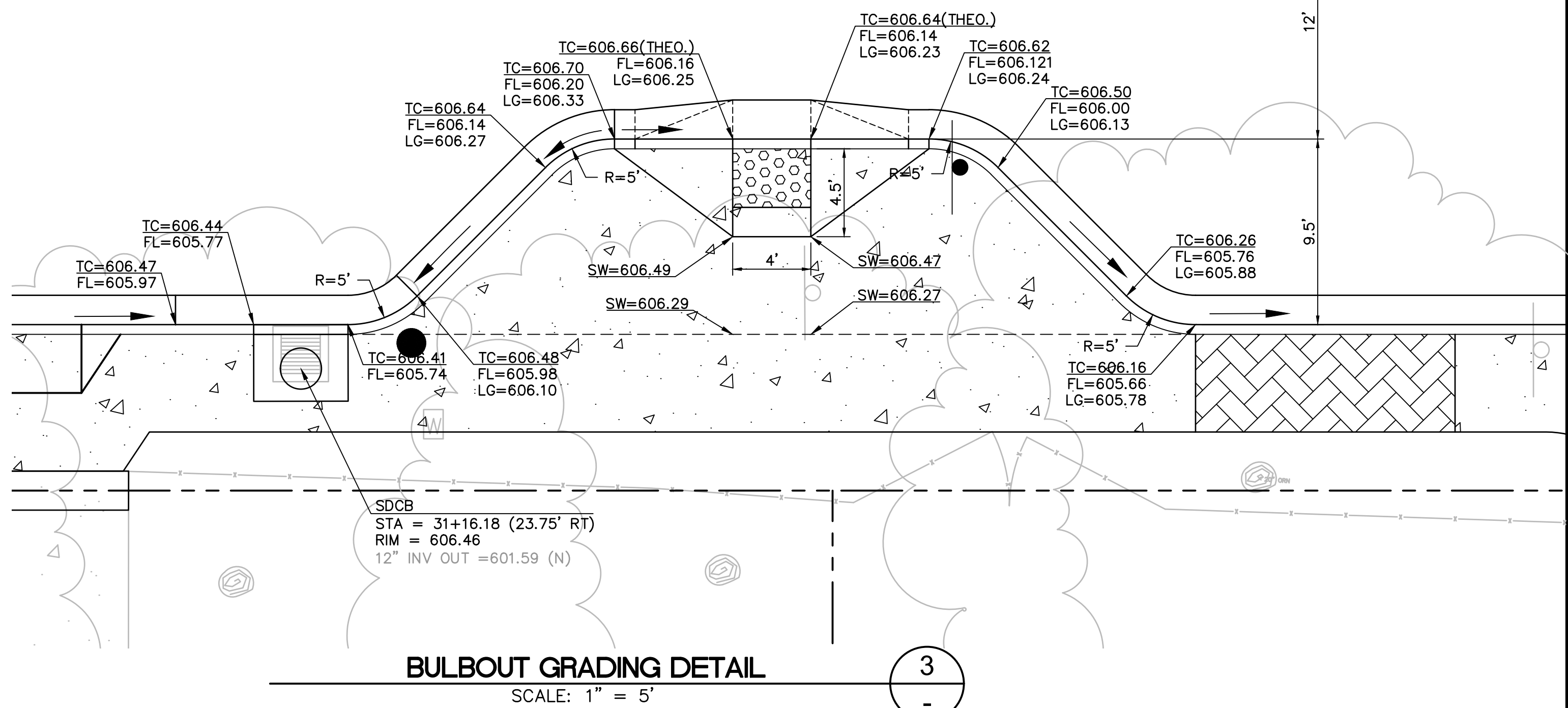
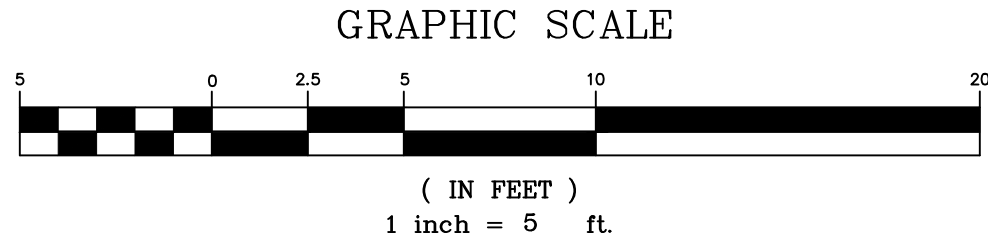
FOR REDUCED PLANS, THE 0 1 2 3
ORIGINAL SCALE IS IN INCHES



PROPOSED	EXISTING
	
	N/A
	N/A
	N/A
	N/A
	N/A



CLARA AVENUE RECONSTRUCTION PROJECT



Y-axis: 292144-CJARA-RR_sp.dwg;294352-clara_ip-PH2.dwg;294352-PF_-CJ-ARA-PH2.dwg;6246_PQLES.dwg;OE-ENGINEERS STAMPS-PLAN.dwg;294352-clara_BDR.dwg;294352-clara_TP-sp-ph.dwg;294352-clara_RR-RAMP.dwg
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Layout Name: Sheet 15 Plot Date: Apr 23, 2020 at 02:49 pm
Original Scale is in Inches
1
2
3
ORIGINAL SCALE IS IN INCHES



Coastland Civil Engineering, Inc.

1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005 707.571.8037 Fax

CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08
CALIFORNIA

SIDNIE ST.
BULBOUT DETAILS

CLARA AVENUE RECONSTRUCTION PROJECT

PREPARED UNDER THE DIRECTION OF

HEIDI E. UTTERBACK 4/23/2020

DESIGNED BY	WJK	DRAWN BY	WJK	REVIEWED BY	HFL
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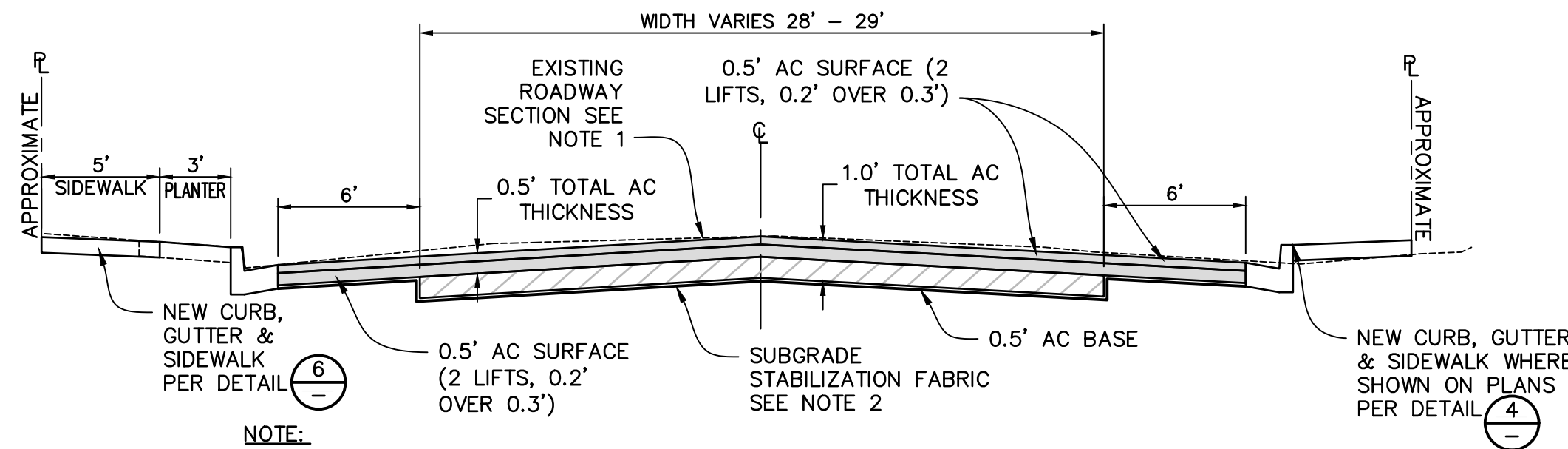
PROJECT NUMBER
29-4352

DRAWING DATE
APRIL 2020

SHEET NUMBER
15 OF **31**

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

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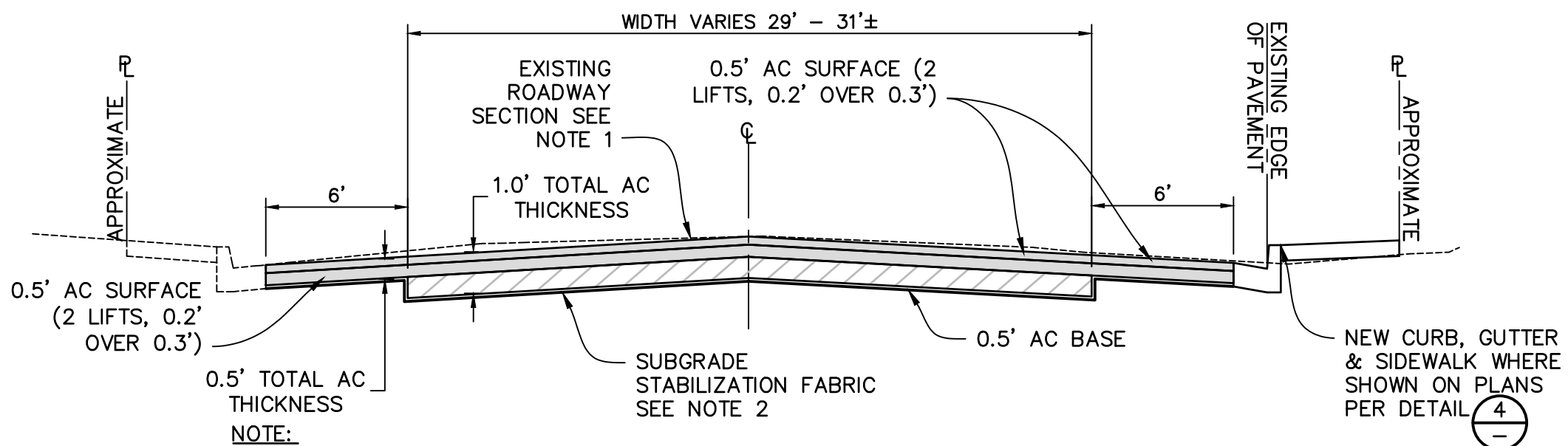


- NOTE:
1. GRIND EXISTING ROADWAY SECTION AND REPLACE WITH FULL DEPTH AC. CONTRACTOR TO PROVIDE CROSS SLOPES PER SECTIONS SHEETS 17-26.
 2. SEE SPECIFICATIONS FOR SUBGRADE PREPARATION AND FABRIC PLACEMENT REQUIREMENTS.

TYPICAL PAVEMENT RECONSTRUCTION SECTION

NOT TO SCALE

STA. 10+36± - STA. 17+52±
STA. 25+40 - STA. 26+14±

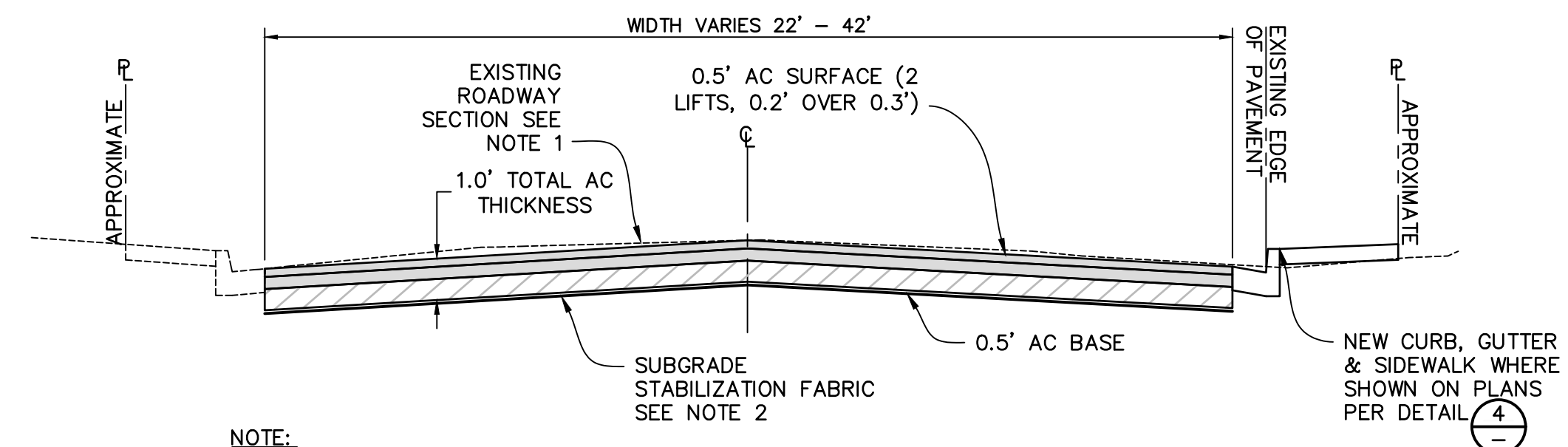


- NOTE:
1. GRIND EXISTING ROADWAY SECTION AND REPLACE WITH FULL DEPTH AC. CONTRACTOR TO PROVIDE CROSS SLOPES PER SECTIONS SHEETS 17-26.
 2. SEE SPECIFICATIONS FOR SUBGRADE PREPARATION AND FABRIC PLACEMENT REQUIREMENTS.

TYPICAL PAVEMENT RECONSTRUCTION SECTION

NOT TO SCALE

STA. 18+43± - STA. 22+00
STA. 26+14± - STA. 31+26±

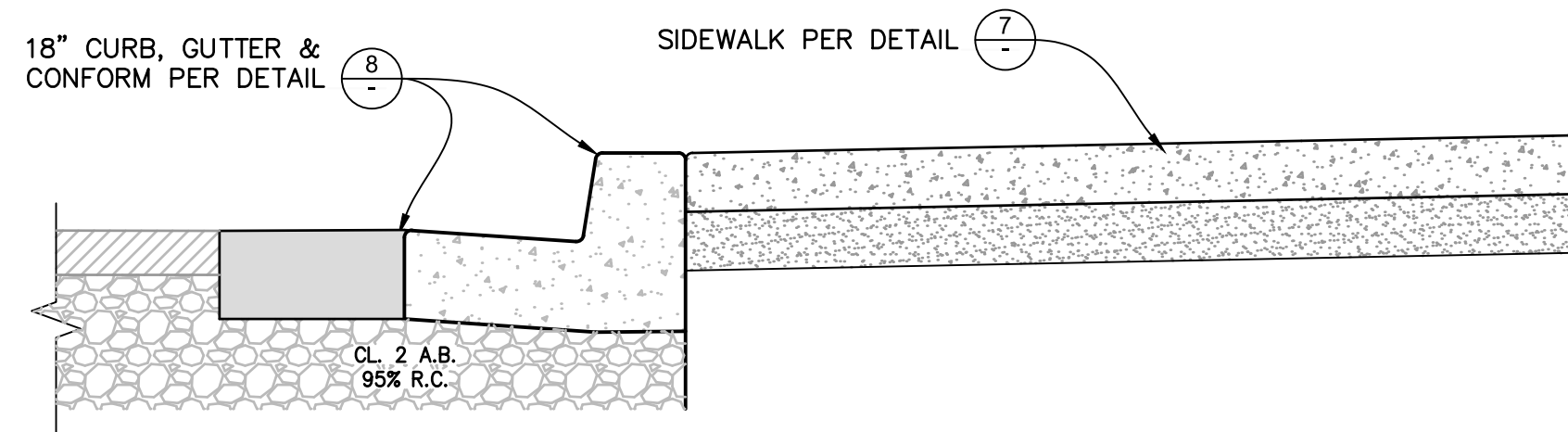


- NOTE:
1. GRIND EXISTING ROADWAY SECTION AND REPLACE WITH FULL DEPTH AC. CONTRACTOR TO PROVIDE CROSS SLOPES PER SECTIONS SHEETS 17-26.
 2. SEE SPECIFICATIONS FOR SUBGRADE PREPARATION AND FABRIC PLACEMENT REQUIREMENTS.

TYPICAL PAVEMENT RECONSTRUCTION SECTION

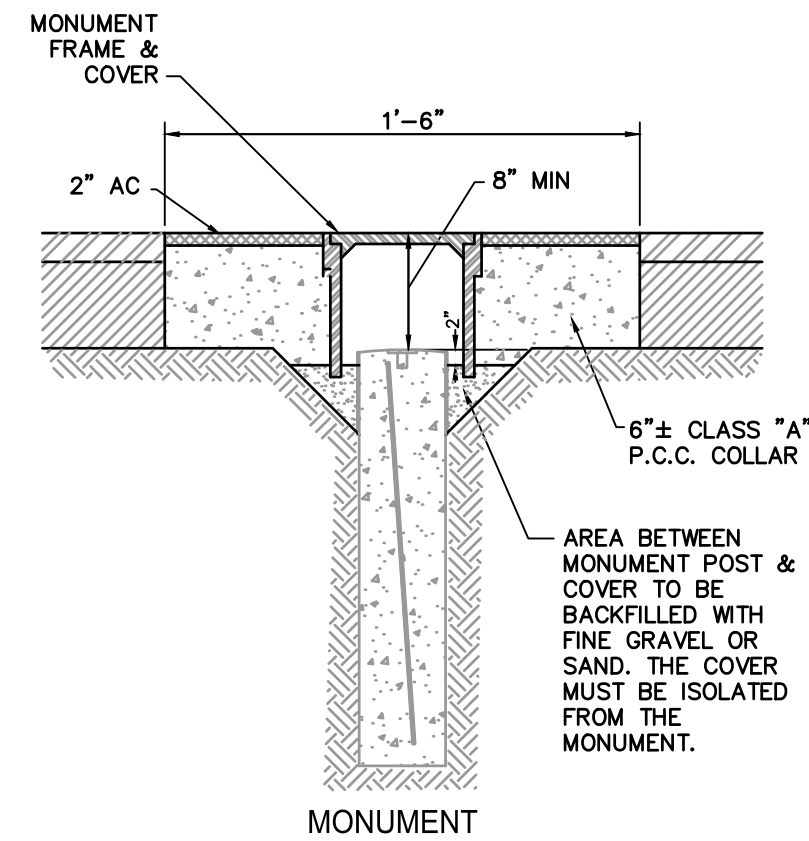
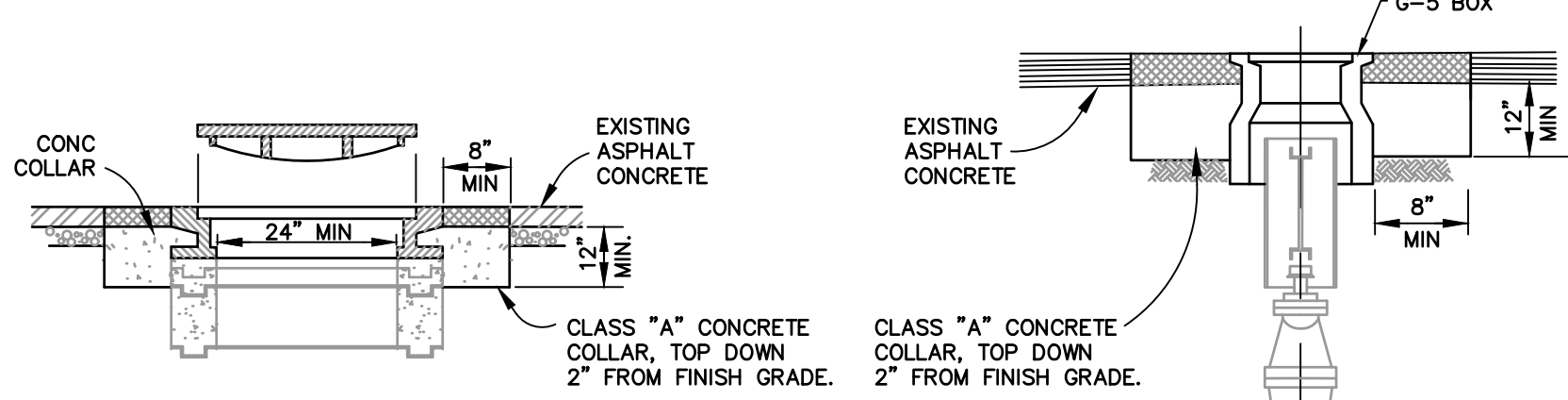
NOT TO SCALE

STA. 17+52± - STA. 18+22±
STA. 31+26± - STA. 35+86±



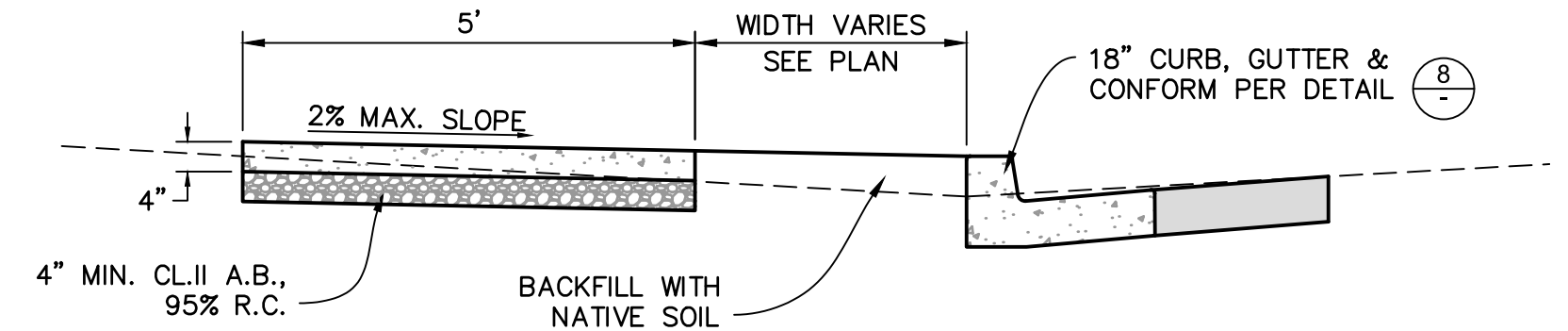
CURB, GUTTER & SIDEWALK DETAIL

NOT TO SCALE



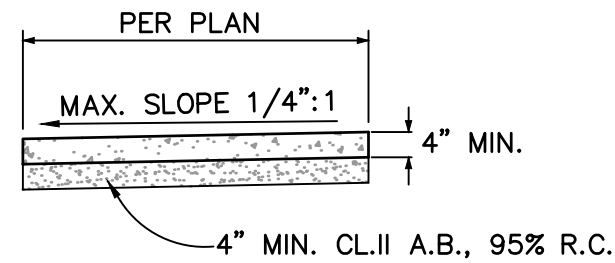
ADJUST TO GRADE EXISTING STREET APPURTENANCES

NOT TO SCALE



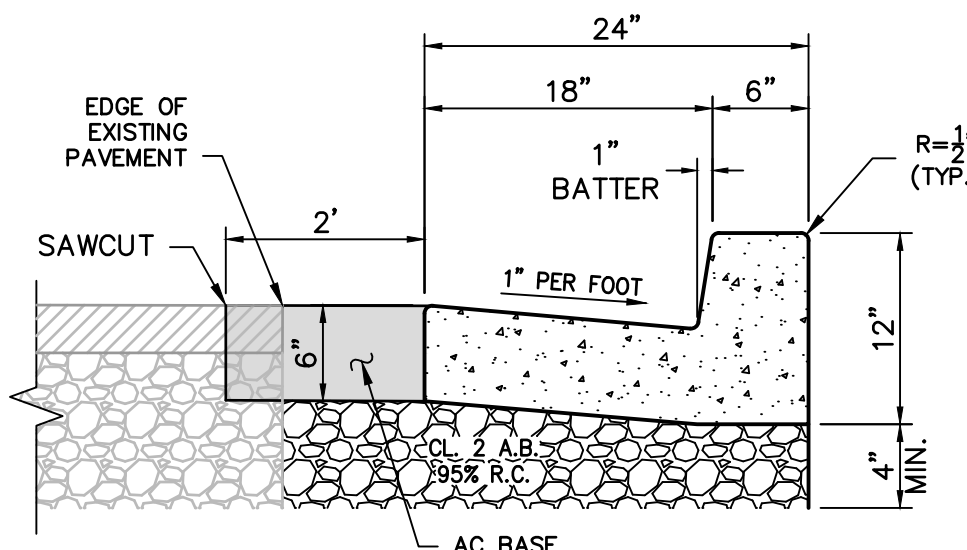
SIDEWALK AND PLANTER DETAIL

NOT TO SCALE



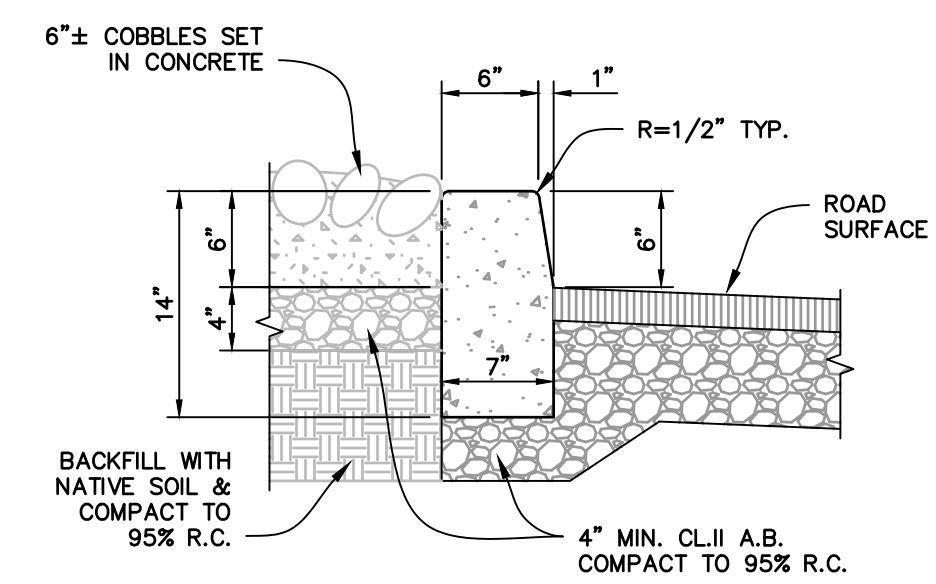
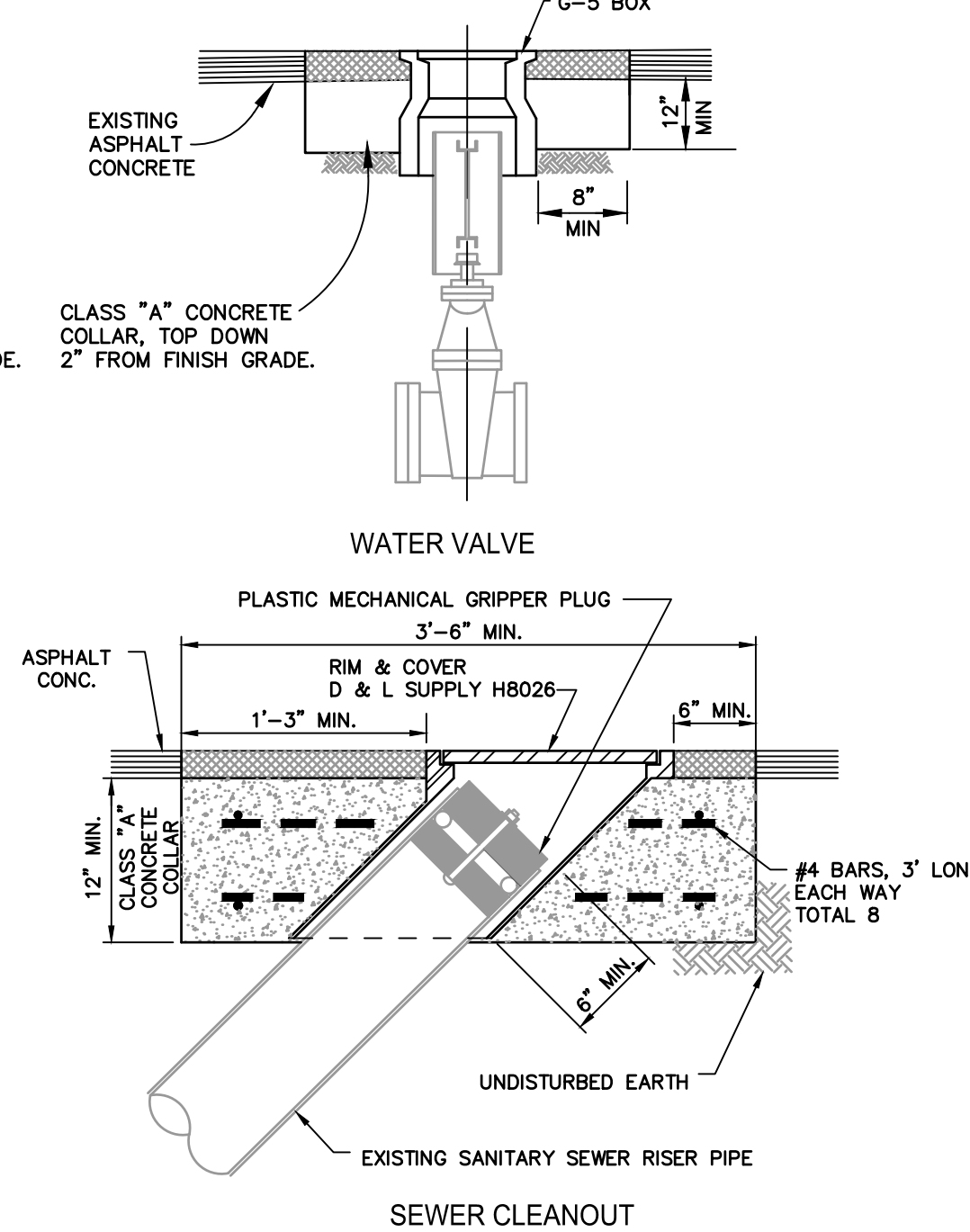
SIDEWALK

NOT TO SCALE



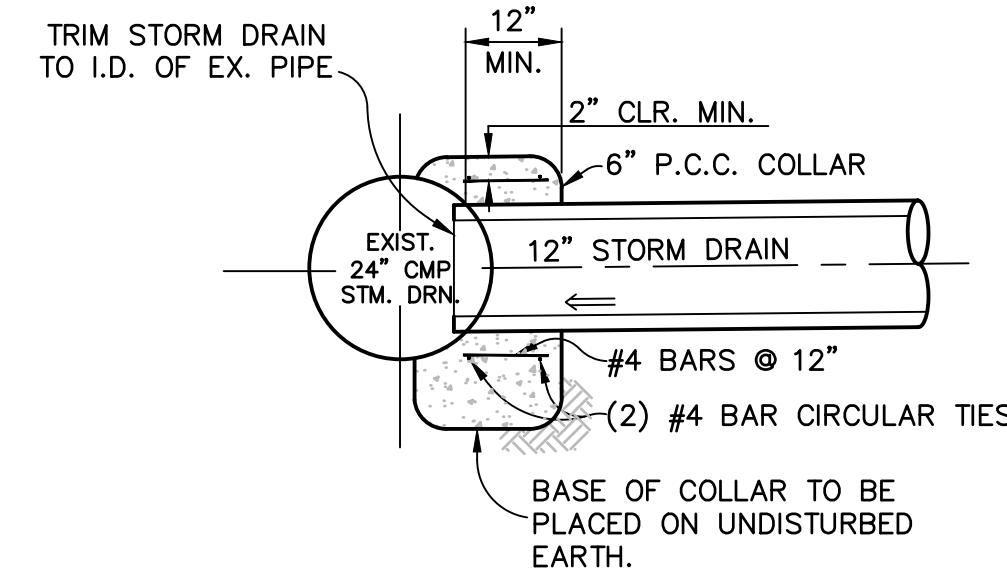
18" CURB, GUTTER & CONFORM DETAIL

NOT TO SCALE



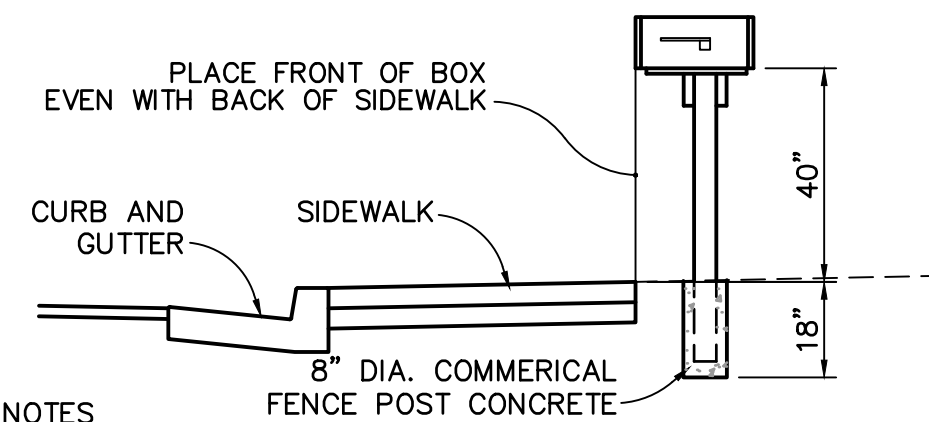
MEDIAN CURB & ISLAND

NOT TO SCALE



BLIND CONNECTION DETAIL

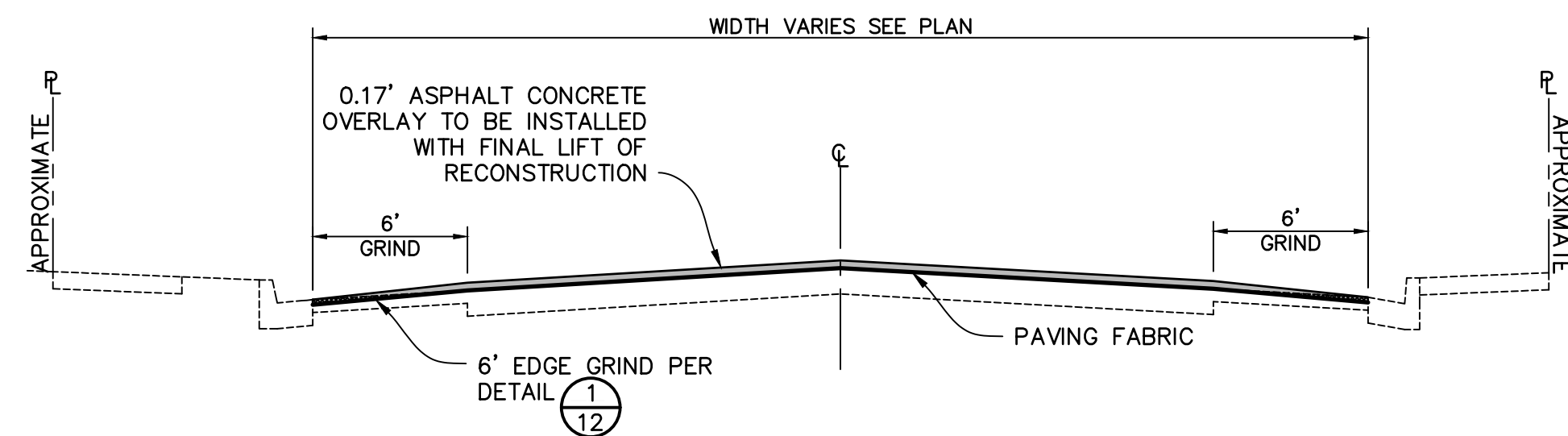
NOT TO SCALE



- NOTES
1. POSTS SHALL BE 4" X 4" PRESSURE TREATED HEM FIR OR CEDAR.
 2. SUPPORTS AND BRACES SHALL BE 2" X 6" PRESSURE TREATED HEM FIR OR CEDAR.

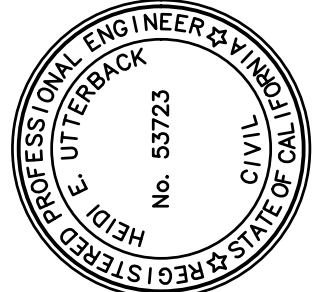
MAILBOX INSTALLATION DETAIL

NOT TO SCALE



TYPICAL OVERLAY SECTION

NOT TO SCALE



PREPARED UNDER THE DIRECTION OF
HEIDI E. UTTERBACK
DESIGNED BY
DRAWN BY
REVIEWED BY
HEIDI E. UTTERBACK, RCE 53723 DATE 4/23/2020
WUK
WUK
HEU

Coastland Civil Engineering, Inc.
1400 Nectomas Avenue, Santa Rosa, CA 95405
707.571.8005
707.571.8037 Fax

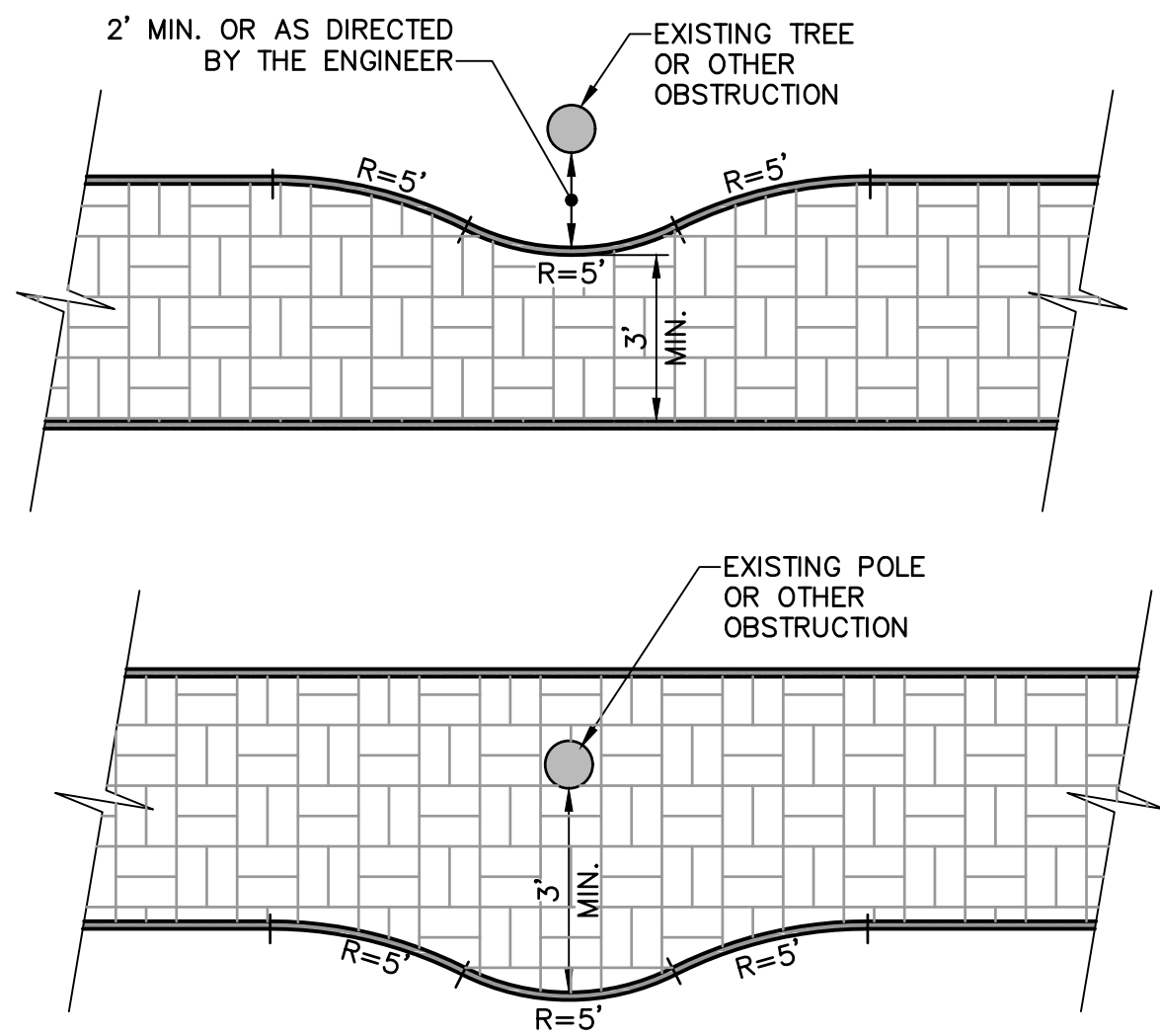
CALIFORNIA
CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08
CITY OF UKIAH
DETAILS

PROJECT NUMBER
29-4352
DRAWING DATE
APRIL 2020
SHEET NUMBER
16 OF 31

CLARA AVENUE RECONSTRUCTION PROJECT

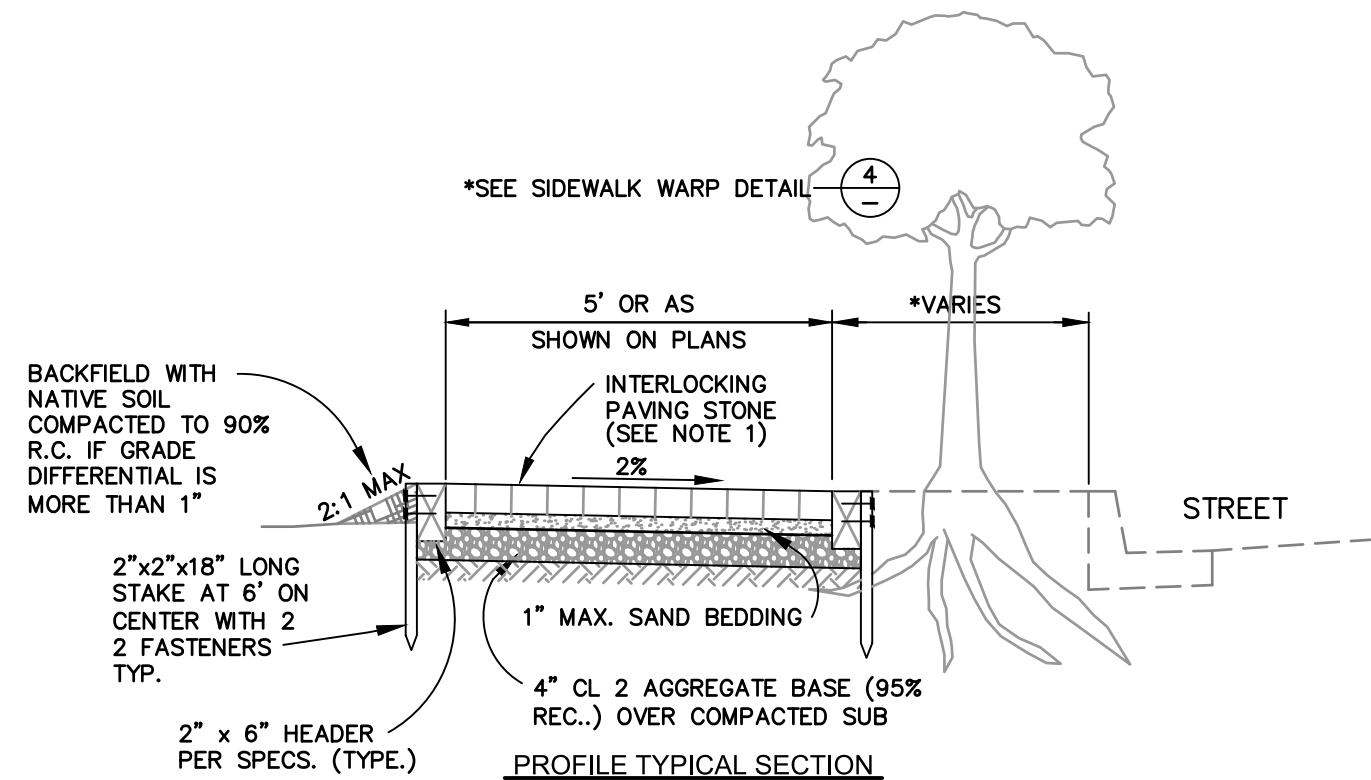
FOR REDUCED PLANS, THE 0
ORIGINAL SCALE IS IN INCHES 3 2 1

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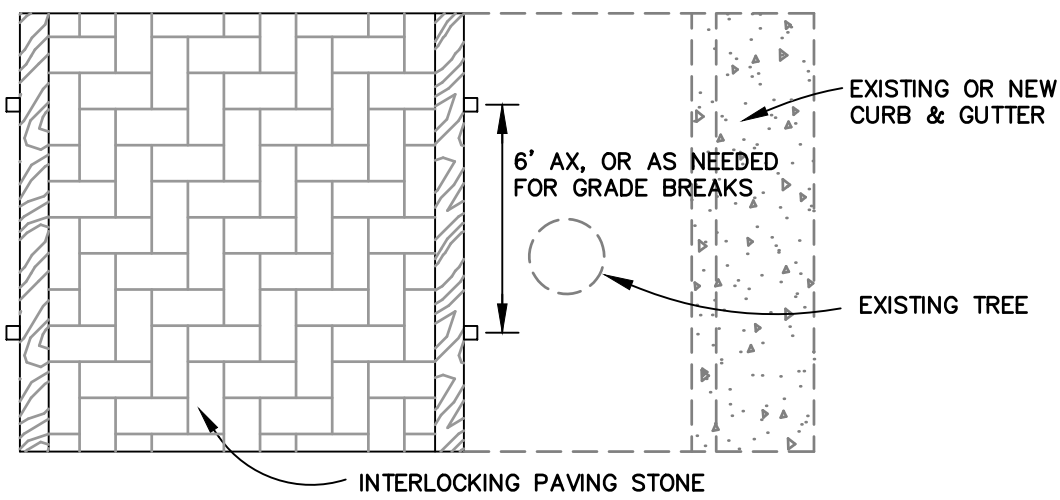


SIDEWALK WARP DETAIL
NOT TO SCALE

1



PROFILE TYPICAL SECTION

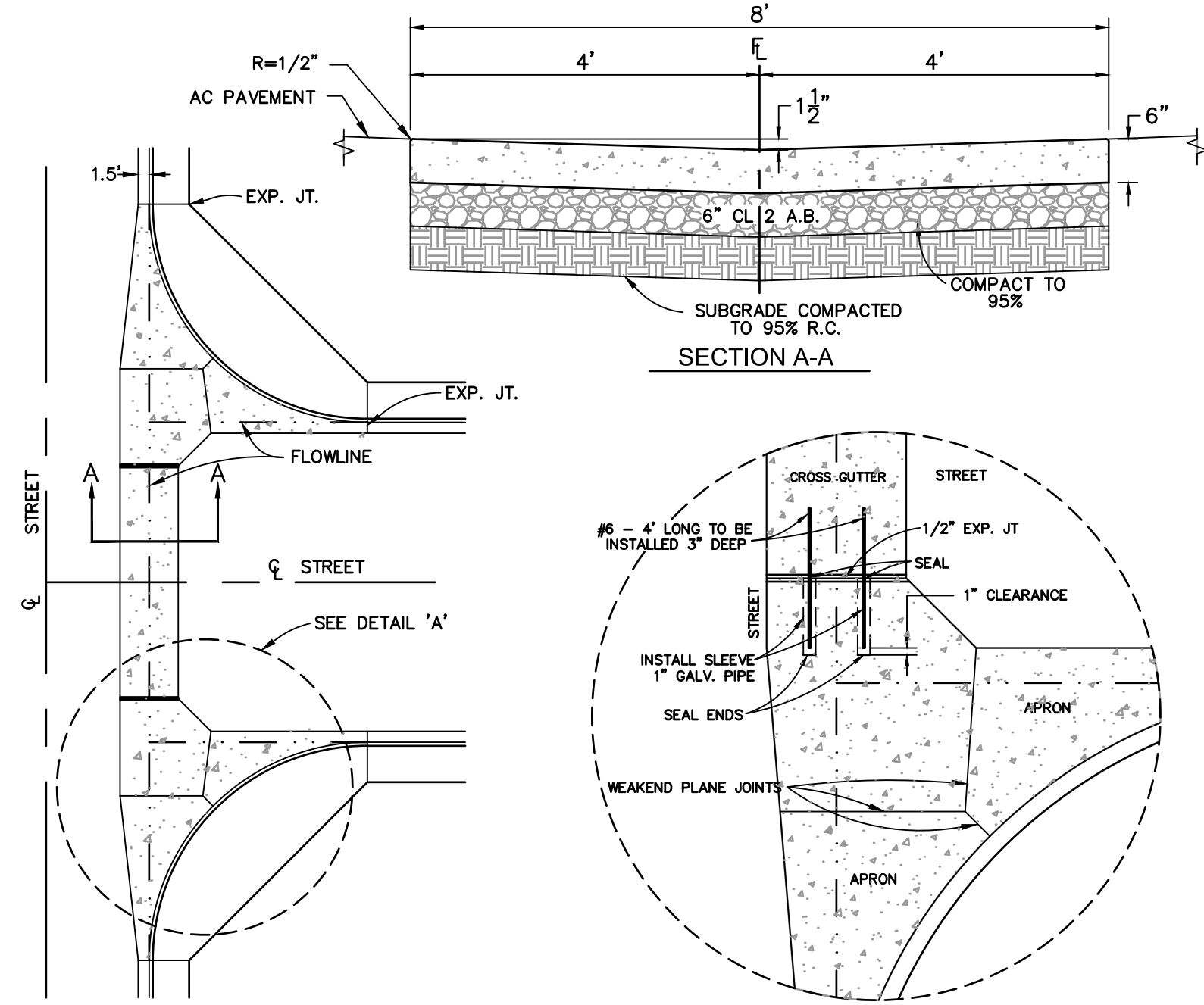


PLAN VIEW TYPICAL SECTION

- NOTES:
- INTERLOCKING PAVING STONES SHALL CONFORM TO OLSEN 60mm "HOLLAND STONE" IN A HERRINGBONE PATTERN WITH COLORING TO BE NATURAL GRAY.
 - WHEN NEW REDWOOD HEADER IS PLACED ADJACENT TO PAVING STONES, THE RELIEF ON THE EDGE SHALL BE AS SMALL AS POSSIBLE (1/4 INCH) TO ALLOW CLOSE FIT.

PAVING STONE DETAIL
NOT TO SCALE

2



TYP. CROSS-GUTTER PLAN

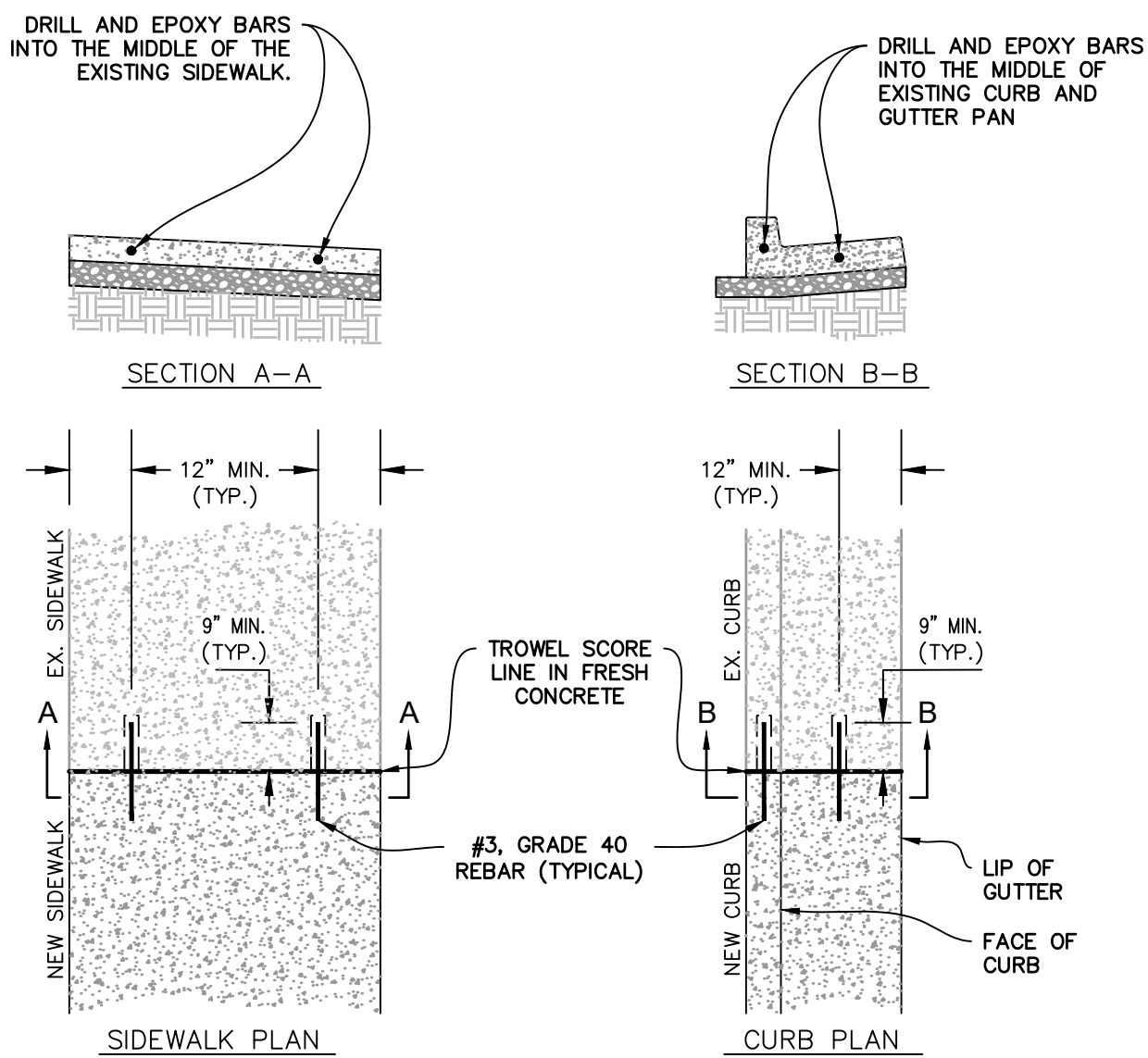
DETAIL "A"
TYPICAL BOTH SIDES

- NOTE:
- ALL CONCRETE TO BE CLASS "A"
(6 SACK/CU. YARD)

- LEGEND
- EXP. JOINT 1/2" EXPANSION JOINT
- AREA OF APRON & CROSS GUTTER

STANDARD P.C.C. CROSS GUTTER
NOT TO SCALE

3

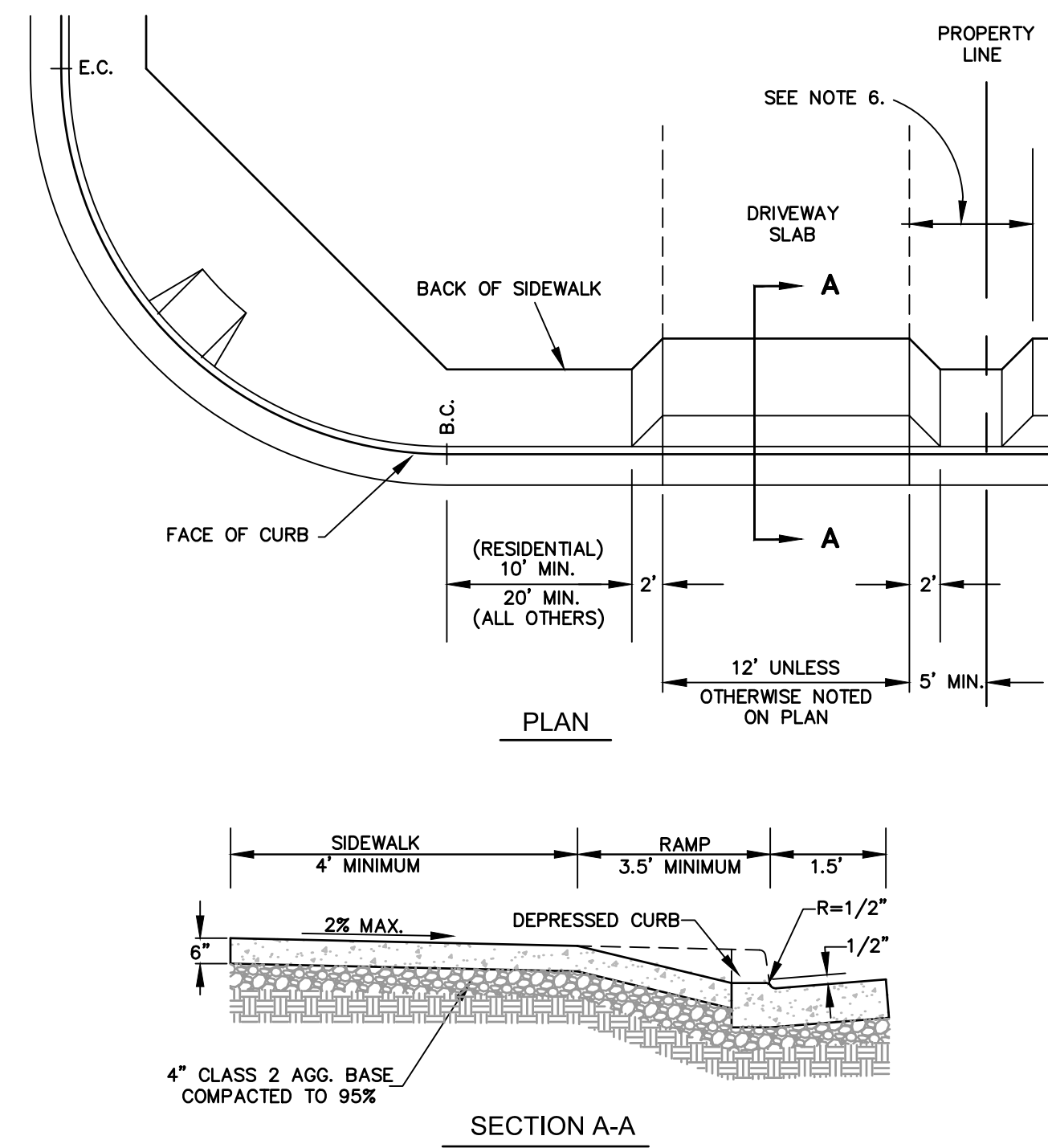


NOTES:

- ALL SOFT OR SPONGY SUB-GRADE MATERIAL SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL AS REQUIRED BY THE CITY ENGINEER.
- REINFORCING BARS SHALL BE MINIMUM GRADE 40 AND SHALL CONFORM TO SECTION 52, REINFORCEMENT OF THE CALTRANS STANDARD SPECIFICATIONS.
- EPOXY USED FOR BONDING REINFORCING BARS TO EXISTING CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 95, EPOXY AND SECTION 95-2.03, "EPOXY RESIN ADHESIVE FOR BONDING NEW CONCRETE TO OLD CONCRETE" OF THE CALTRANS STANDARD SPECIFICATIONS.
- SIDEWALK SHALL BE SAWCUT AND REMOVED TO THE NEAREST CONTROL JOINT (SCORE, EXPANSION OR WEAKENED PLANE JOINT). CURB AND GUTTER SHALL BE SAWCUT AND REMOVED TO THE NEAREST CONTROL JOINT WHEN PRACTICAL AS DIRECTED BY THE CITY INSPECTOR.

SIDEWALK, CURB & GUTTER DOWEL DETAIL
NOT TO SCALE

4

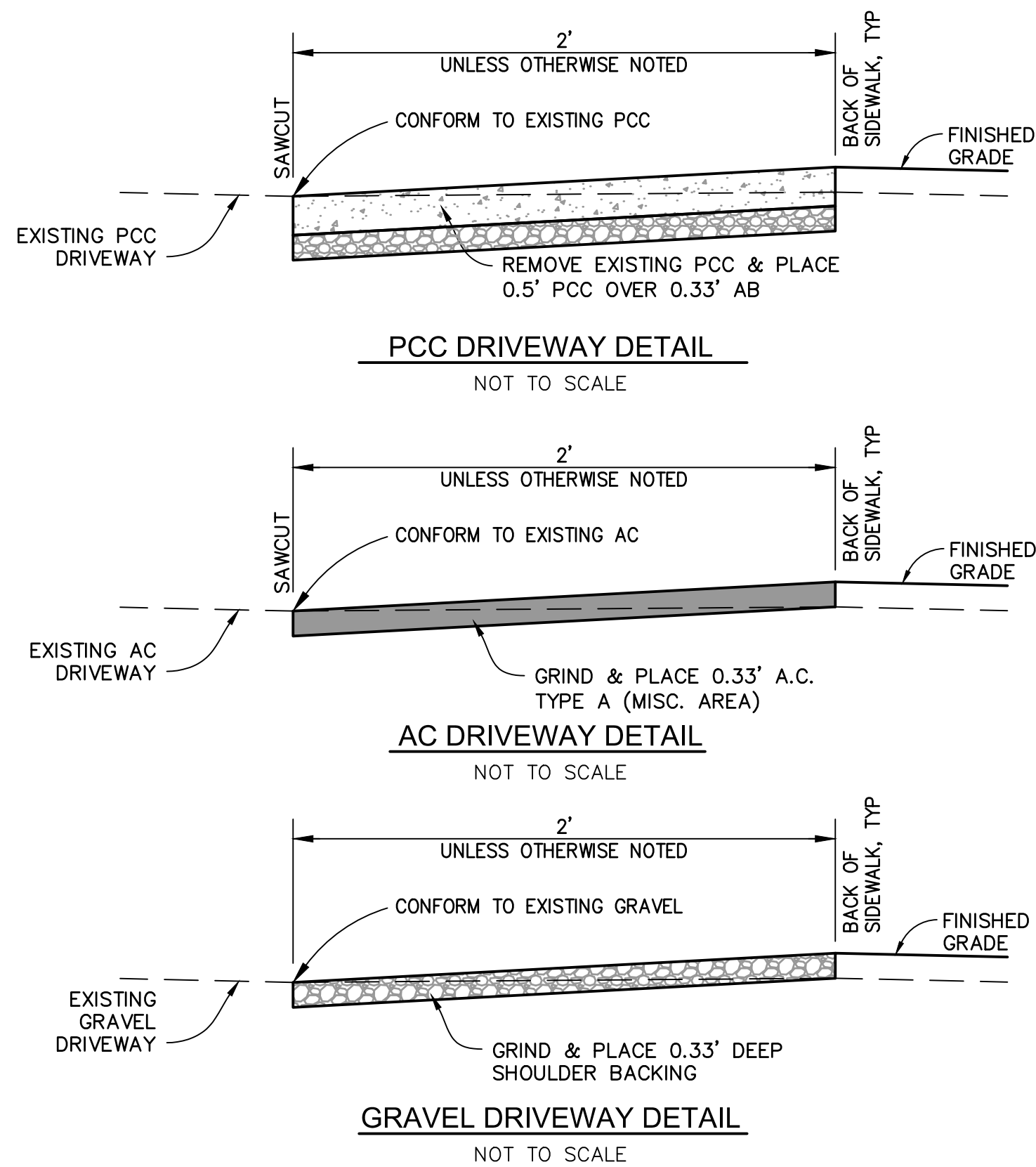


NOTES:

- WEAKENED PLANE JOINTS SHALL BE INSTALLED AT THE CENTER OF ALL DRIVEWAYS OVER 20' WIDE.
- MAXIMUM SIDEWALK CROSS SLOPE (1/4" PER FOOT).
- WIDEN OR MEANDER SIDEWALK AT OBSTRUCTIONS (INCLUDING DRIVEWAYS) TO MAINTAIN 4' MIN. CLEARANCE.
- ALL CONCRETE SHALL BE CLASS "A" CONTAINING NOT LESS THAN 6 SACKS OF CEMENT PER CUBIC YARD.
- WELDED WIRE FABRIC (4"x4",10/10) SHALL BE PLACED THROUGHOUT COMMERCIAL AND INDUSTRIAL DRIVEWAYS WITHIN THE STREET RIGHT OF WAY.
- IF DISTANCE BETWEEN DRIVEWAYS IS LESS THAN 10', OMIT CURB ISLAND.

DRIVEWAY
NOT TO SCALE

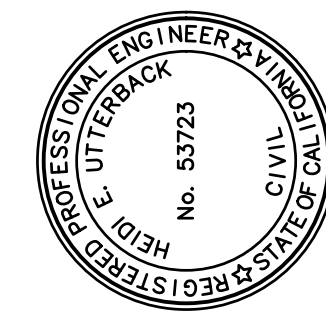
5



GRAVEL DRIVEWAY DETAIL
NOT TO SCALE

DRIVEWAY CONFORM DETAIL
NOT TO SCALE

6



PREPARED UNDER THE DIRECTION OF

HEIDI E. UTTERBACK 4/23/2020
HEIDI E. UTTERBACK, RCE 53723 DATE

DESIGNED BY WJK
DRAWN BY WJK
REVIEWED BY HEU



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CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08

CALIFORNIA

CITY OF UKIAH

DETAILS

PROJECT NUMBER
29-4352

DRAWING DATE
APRIL 2020

SHEET NUMBER
17 OF 31

CLARA AVENUE RECONSTRUCTION PROJECT

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

3
2
1
0

ORIGINAL PLOT DATE: 4/23/2020

CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08

CITY OF UKIAH

CLARA AVENUE RECONSTRUCTION PROJECT

PROJECT NUMBER 29-4352

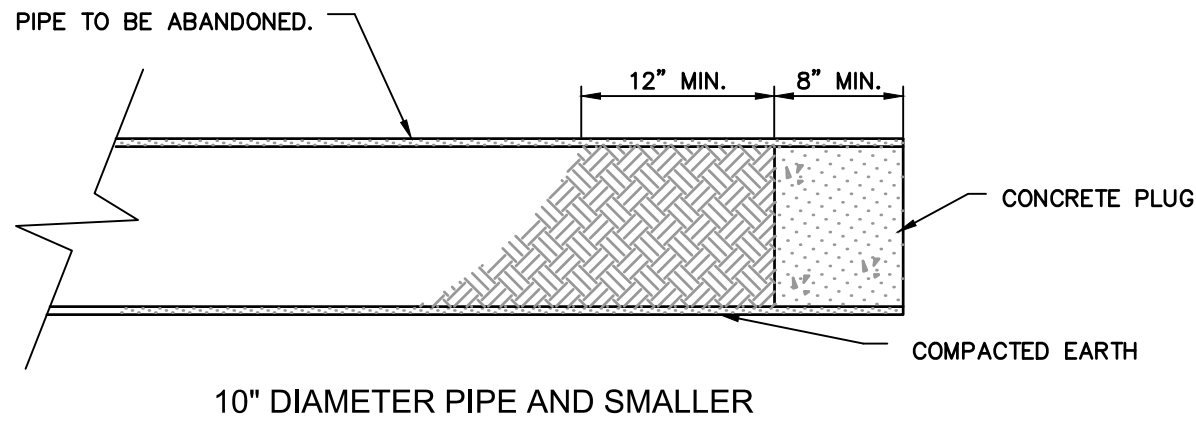
DRAWING DATE APRIL 2020

SHEET NUMBER 18 OF 31

CLARA AVENUE RECONSTRUCTION PROJECT

CLARA PHASE 2 (DWG) 29-4352-CLARA-Details-Pipe-Detail-18.dwg Layout Name: SHF-18 DETAILS Plot Date: Apr 23, 2020 at 02:49 pm

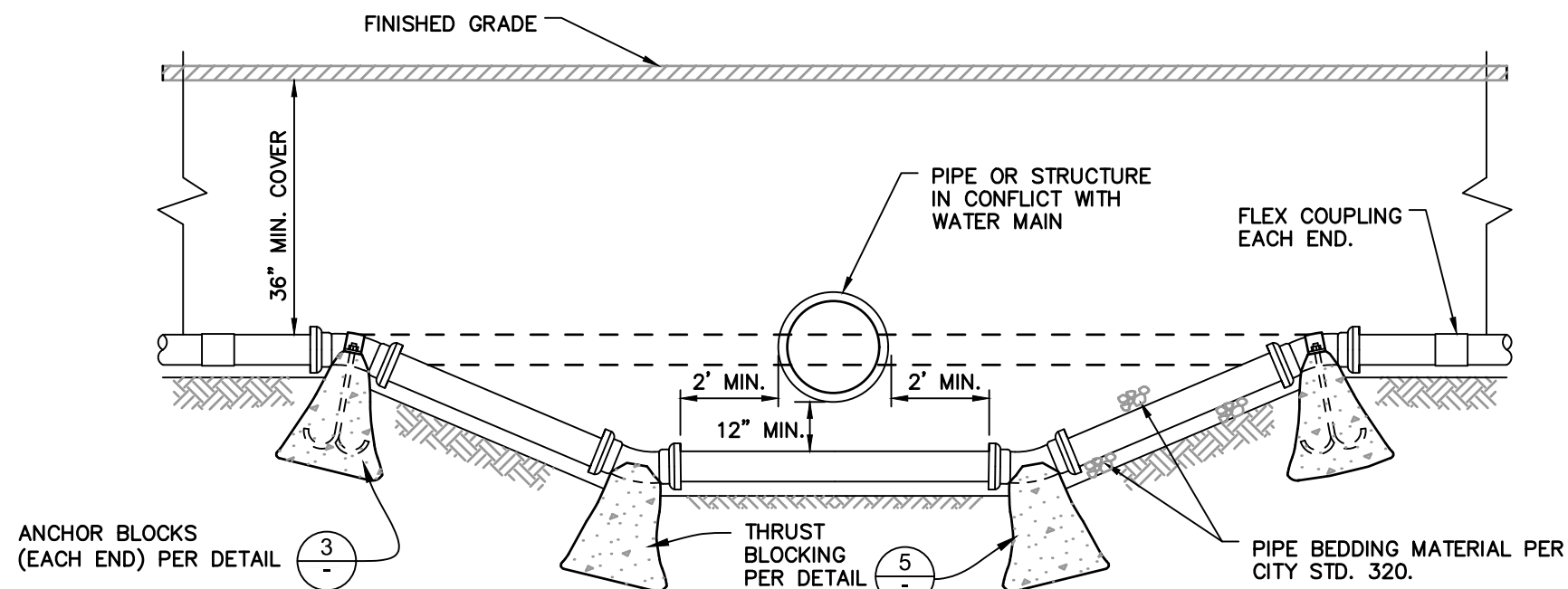
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Images: Heidi signature-lus.jpg
Path: F:\Civil 3D Projects\29-4352 CLARA PHASE 2\DWG\29-4352-CLARA-Details-Pipe-Detail-18.dwg



- NOTES:
1. PIPE PLUGS SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY ENGINEER.

ABANDONED PIPE PLUG DETAIL 1

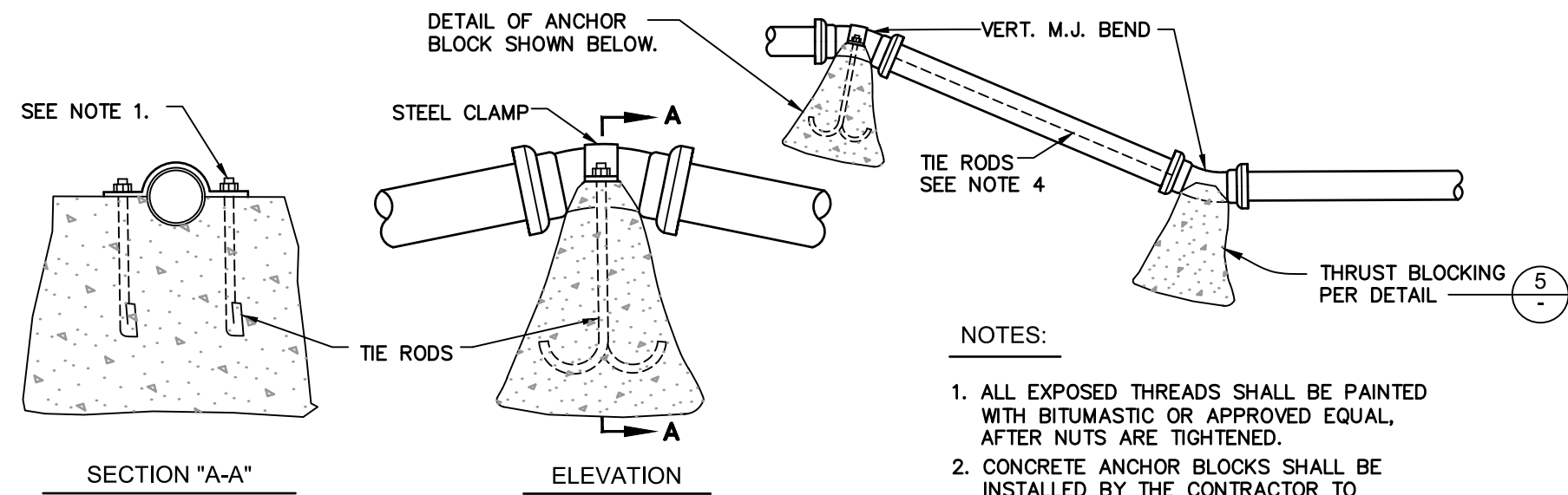
NOT TO SCALE



- NOTES:
1. ALL PIPE & FITTINGS SHALL BE DUCTILE IRON & SHALL BE WRAPPED IN POLYETHYLENE PER CITY STD. CONSTRUCTION SPECIFICATIONS.
 2. ONLY MECHANICAL JOINT FITTINGS WITH RETAINER GLANDS MAY BE USED.
 3. ALL BENDS SHALL BE 45° OR 22-1/2° FITTINGS.

WATER MAIN LOWERING DETAIL 2

NOT TO SCALE

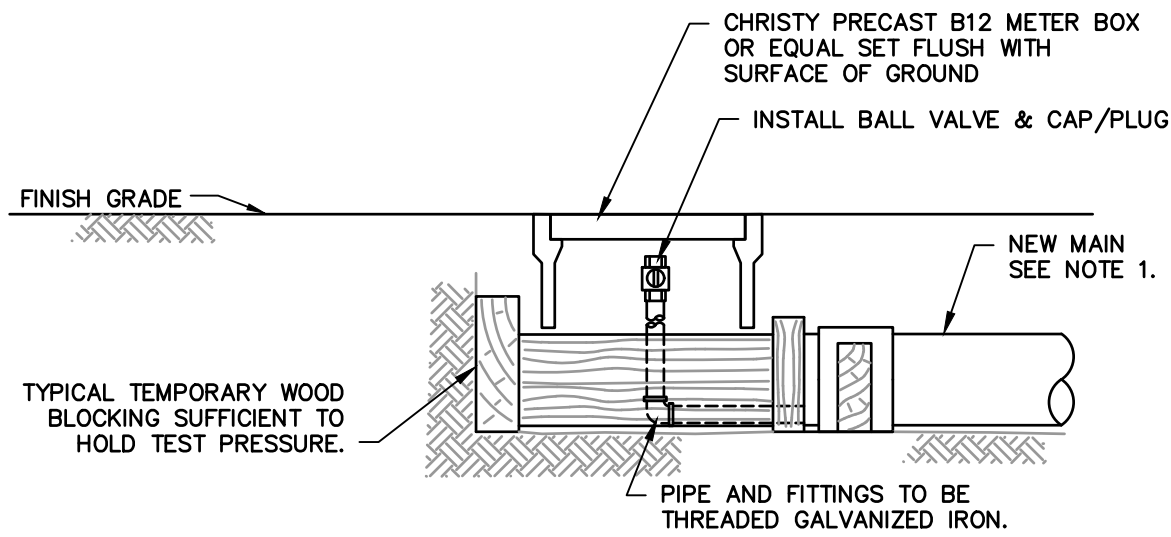


- NOTES:
1. ALL EXPOSED THREADS SHALL BE PAINTED WITH BITUMASTIC OR APPROVED EQUAL, AFTER NUTS ARE TIGHTENED.
 2. CONCRETE ANCHOR BLOCKS SHALL BE INSTALLED BY THE CONTRACTOR TO WITHSTAND A THRUST PRODUCED BY THE TEST PRESSURE PLUS 50 P.S.I. MINIMUM DIMENSIONS FOR THE RODS AND CLAMPS ARE LISTED IN THE TABLE BELOW.
 3. USE MECHANICAL JOINT RETAINER GLANDS AT ALL FITTINGS.
 4. FOR PVC PIPE, TIE RODS (THREADED FULL LENGTH) BETWEEN FITTINGS (MIN. 2 REQ'D.) MAY BE USED IN LIEU OF RETAINING GLANDS.

PIPE SIZE	TIE RODS	STEEL CLAMPS
6"	5/8"	3" X 1/4"
8"	3/4"	3-1/4" X 1/4"
12"	1-1/4"	4" X 1/2"

TYPICAL CONCRETE ANCHOR BLOCK FOR COMBINATION HORIZONTAL-VERTICAL BEND 3

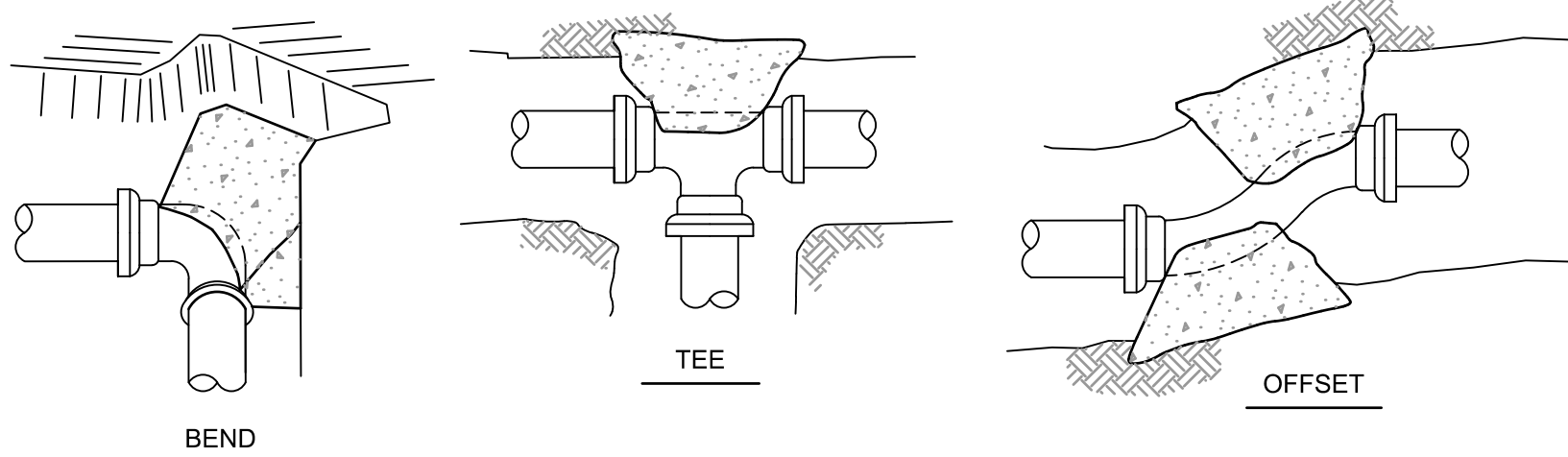
NOT TO SCALE



- NOTES:
1. END OF NEW MAIN TO BE ON SAME LINE AND GRADE AS EXISTING WHERE FEASIBLE.
 2. WOOD BLOCKING TO BE FOR THRUST PRODUCED BY TEST PRESSURE PLUS 50 P.S.I.
 3. SAFE BEARING LOAD OF SOIL FOR HORIZONTAL THRUST SHALL NOT BE EXCEEDED.
 4. INSTALL 2" BLOWOFF. ("BLOWOFF" IS PIPE AND FITTINGS, UP TO AND INCLUDING VALVE.)
 5. THE CONTRACTOR SHALL MAKE FINAL TIE-INS UNDER THE INSPECTION OF A CITY REPRESENTATIVE.

TEMPORARY BLOWOFF 4

NOT TO SCALE



TYPICAL CONC. BLOCKING SHOWN IN PERSPECTIVE

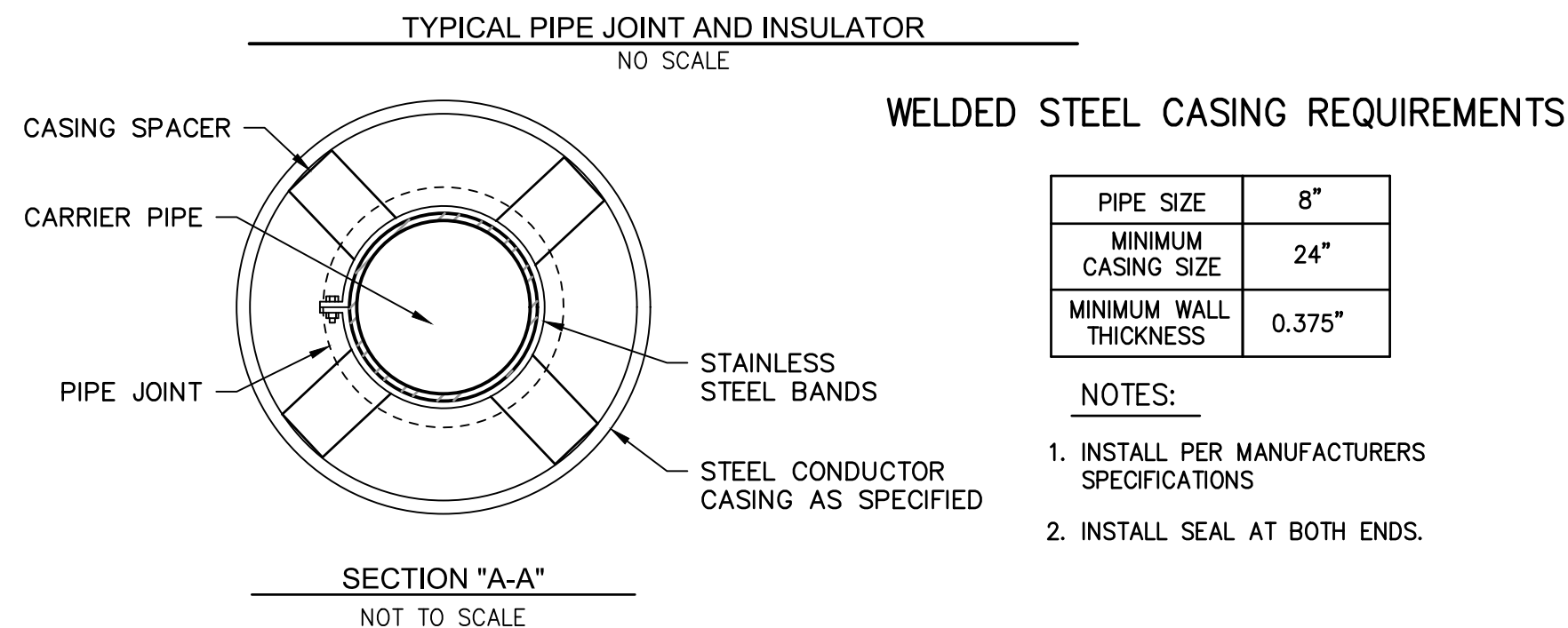
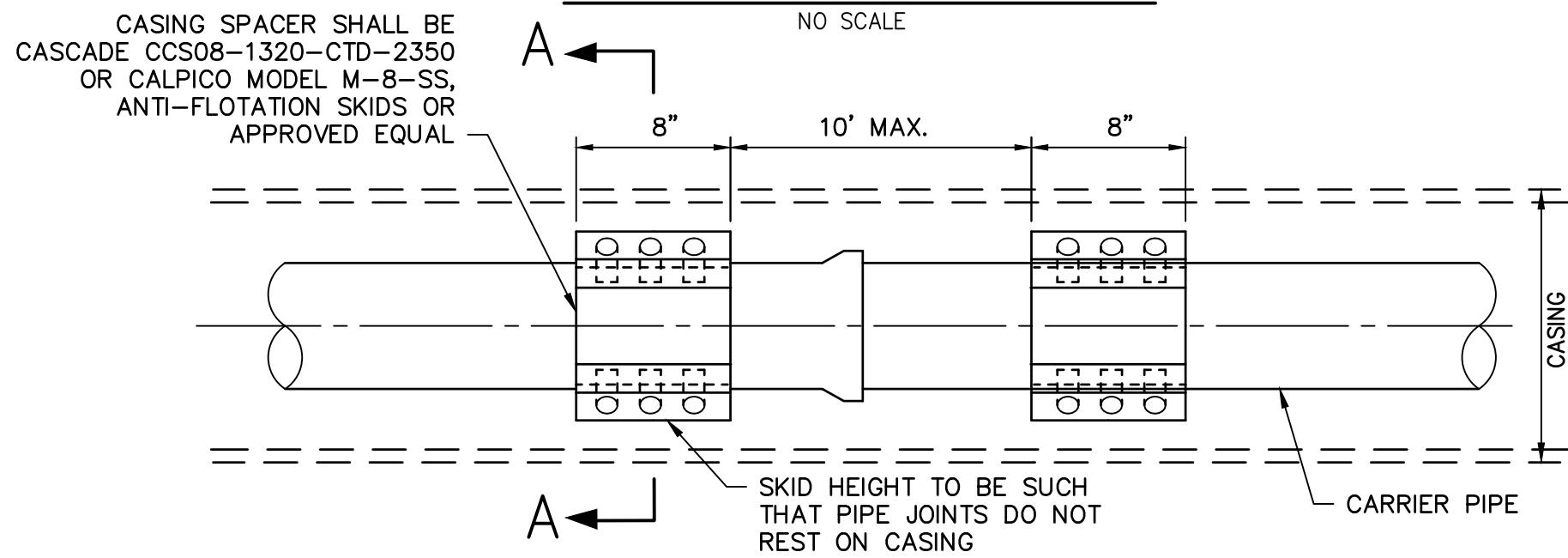
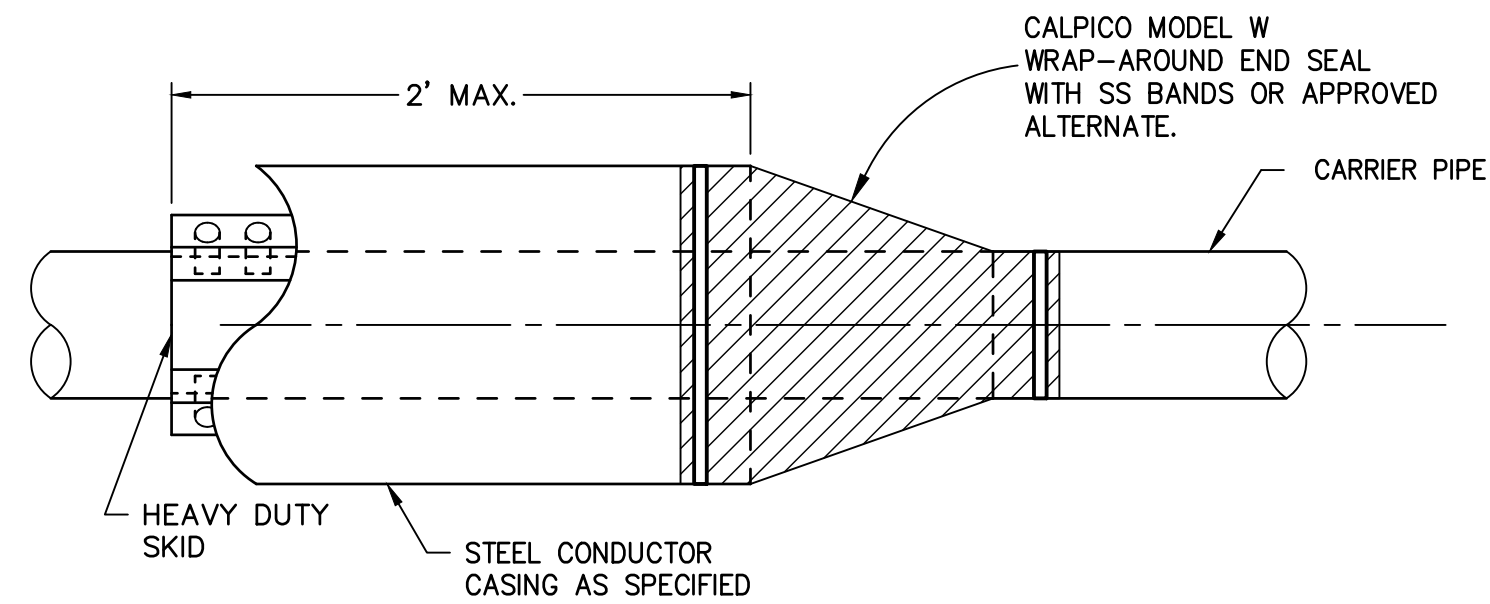
- NOTES:
1. SAFE BEARING LOAD OF SOIL FOR HORIZONTAL THRUST SHALL NOT BE EXCEEDED.
 2. CONCRETE BLOCKING, CAST-IN-PLACE, TO EXTEND FROM BELLS OF FITTINGS TO UNDISTURBED SOIL AND ENTIRE BEARING AREA MUST BE AGAINST UNDISTURBED SOIL.
 3. IN USING THE THRUST BLOCKING TABLE BELOW, ASSUME 2000 P.S.F. BEARING CAPACITY UNLESS OTHERWISE SHOWN ON THE PLANS. THE DESIGN ENGINEER SHALL SPECIFY THRUST BLOCKING REQUIREMENTS FOR ALL OTHER SOIL BEARING CONDITIONS.
 4. FOR PLUGGED LEG(S) OF TEE OR CROSS, USE HARNESS TYPE BLOCKING AS SHOWN ON STD. 516 AND CONCRETE BLOCKING INDICATED IN TABLE BELOW.

MIN. REQ'D BEARING AREA IN SQ. FT. PER 100 P.S.I. TEST PRESSURE *						
PIPE SIZE	SOIL BEARING CAPACITY	HARNESS BLOCKS	TEES & DEAD ENDS	90° BENDS	45° BENDS	22-1/2° BENDS
6"	1000	4	4	6	3	2
	2000	2	2	3	2	1
8"	1000	7	7	10	5	3
	2000	4	4	5	3	2
12"	1000	16	16	22	12	6
	2000	8	8	11	6	3

* MULTIPLY NO. IN TABLE BY TEST PRESSURE & DIVIDE BY 100.

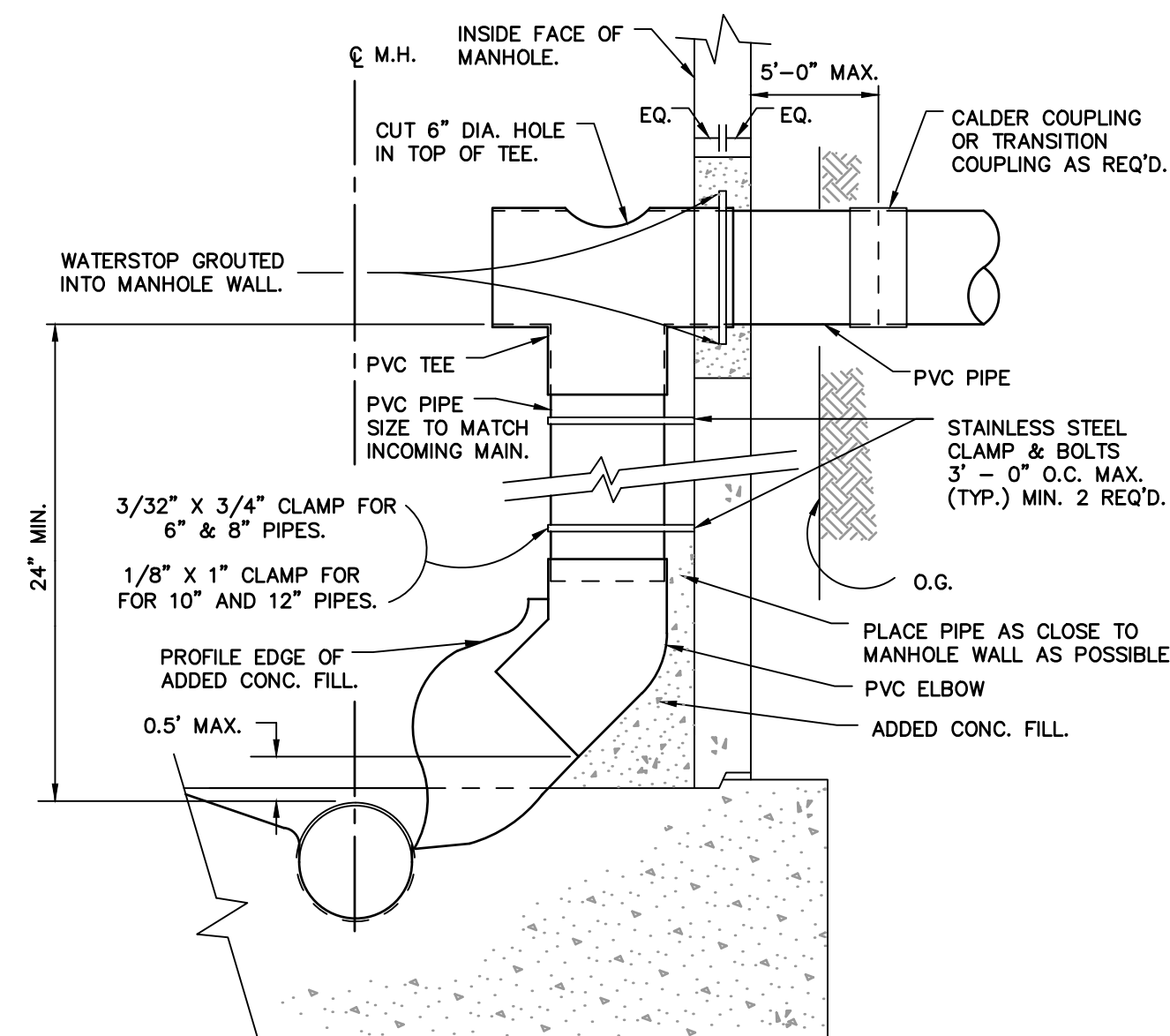
CONCRETE THRUST BLOCK 5

NOT TO SCALE



UTILITY ENCASEMENT DETAIL 6

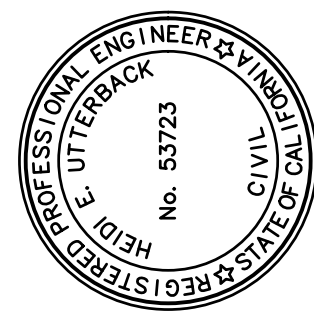
NOT TO SCALE



- NOTES:
1. INSTALL WATERSTOP IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AS SHOWN.
 2. NEW MANHOLES CONSTRUCTED USING THIS STANDARD SHALL BE 60 INCHES IN DIAMETER, & INSTALLED IN CONFORMANCE WITH STD. 302.
 3. ENCLOSE ELBOW IN CONCRETE. FORM SMOOTH CHANNEL TO MANHOLE FLOWLINE.
 4. PVC PIPE AND FITTINGS TO BE SDR 35 OR SCH 40.

INSIDE DROP INLET SANITARY SEWER MANHOLE 7

NOT TO SCALE



PREPARED UNDER THE DIRECTION OF
HEIDI E. UTTERBACK
DESIGNED BY
DRAWN BY
REVIEWED BY
HEIDI E. UTTERBACK
WJK
WJK
HEU

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CALIFORNIA
CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08
CITY OF UKIAH
DETAILS

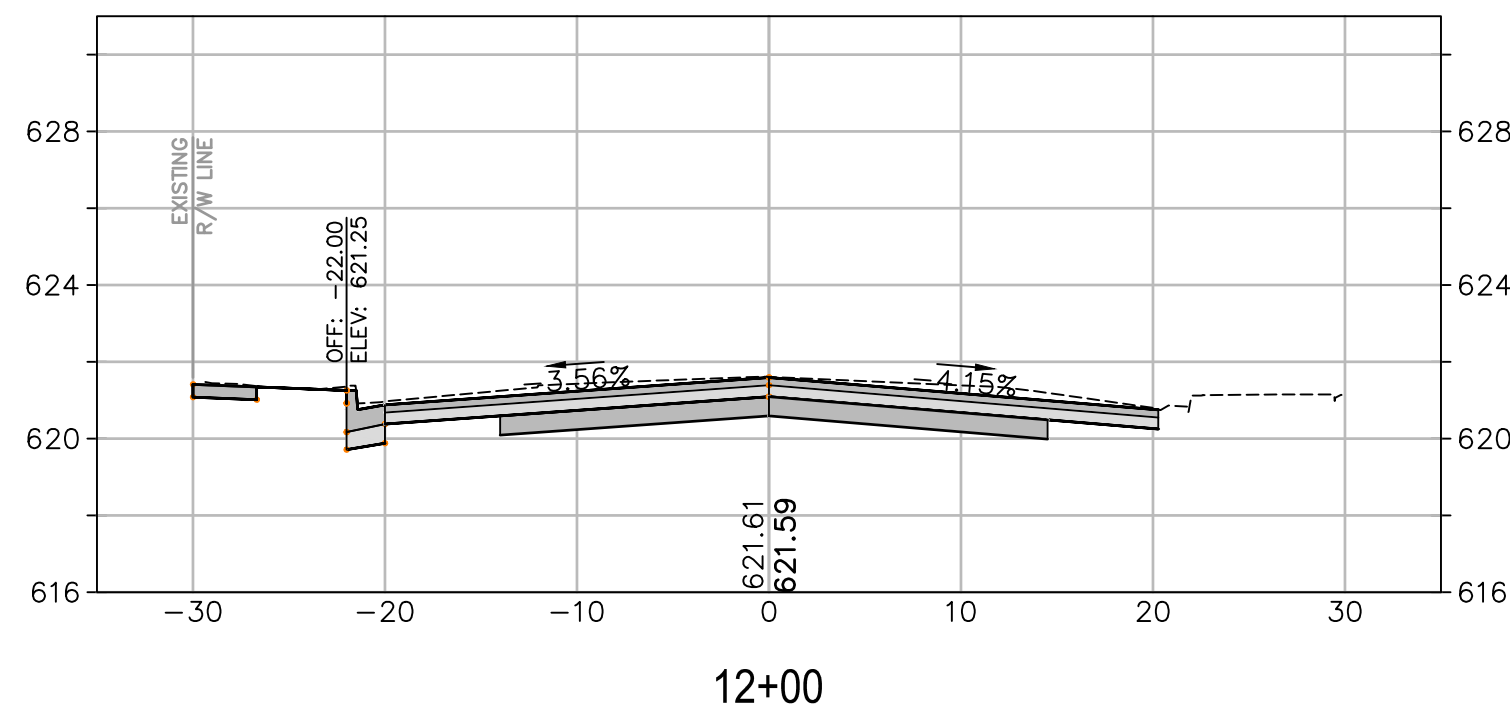
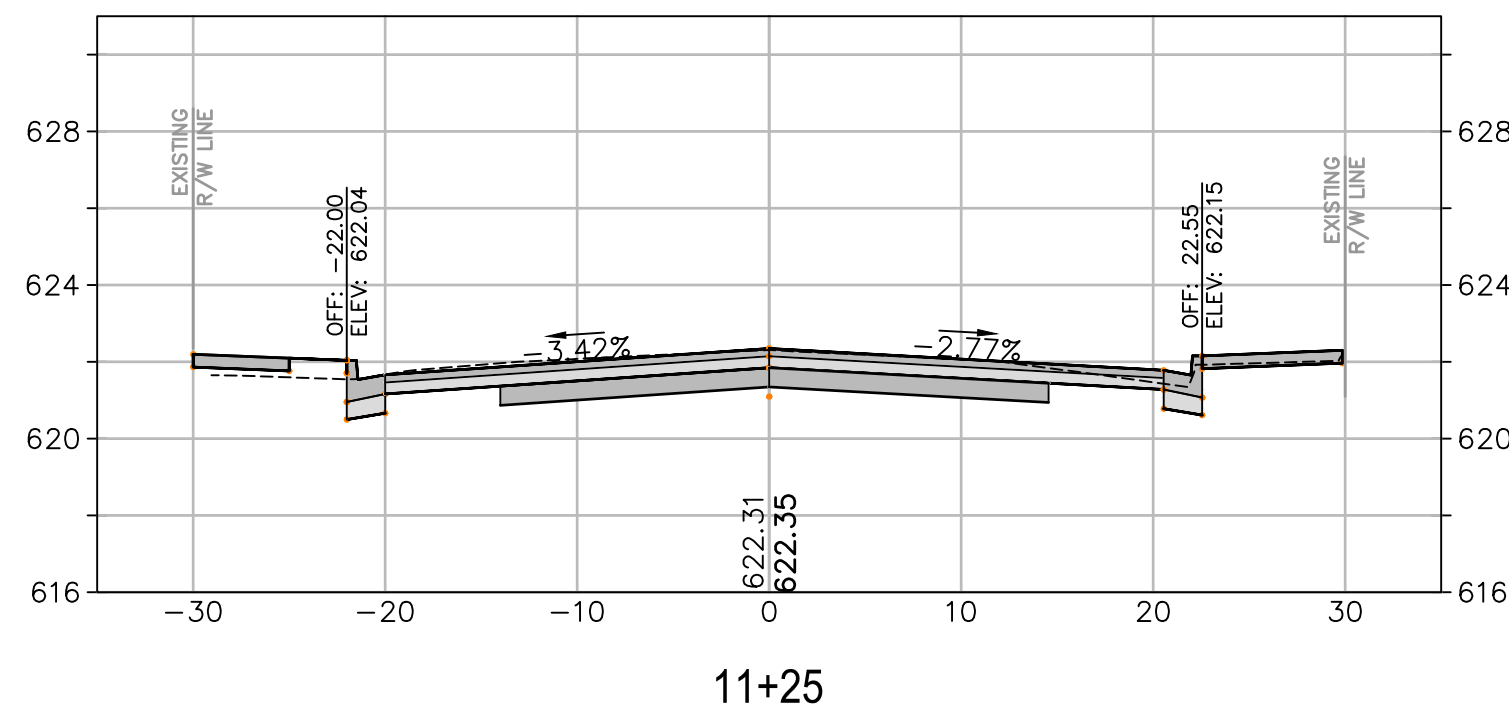
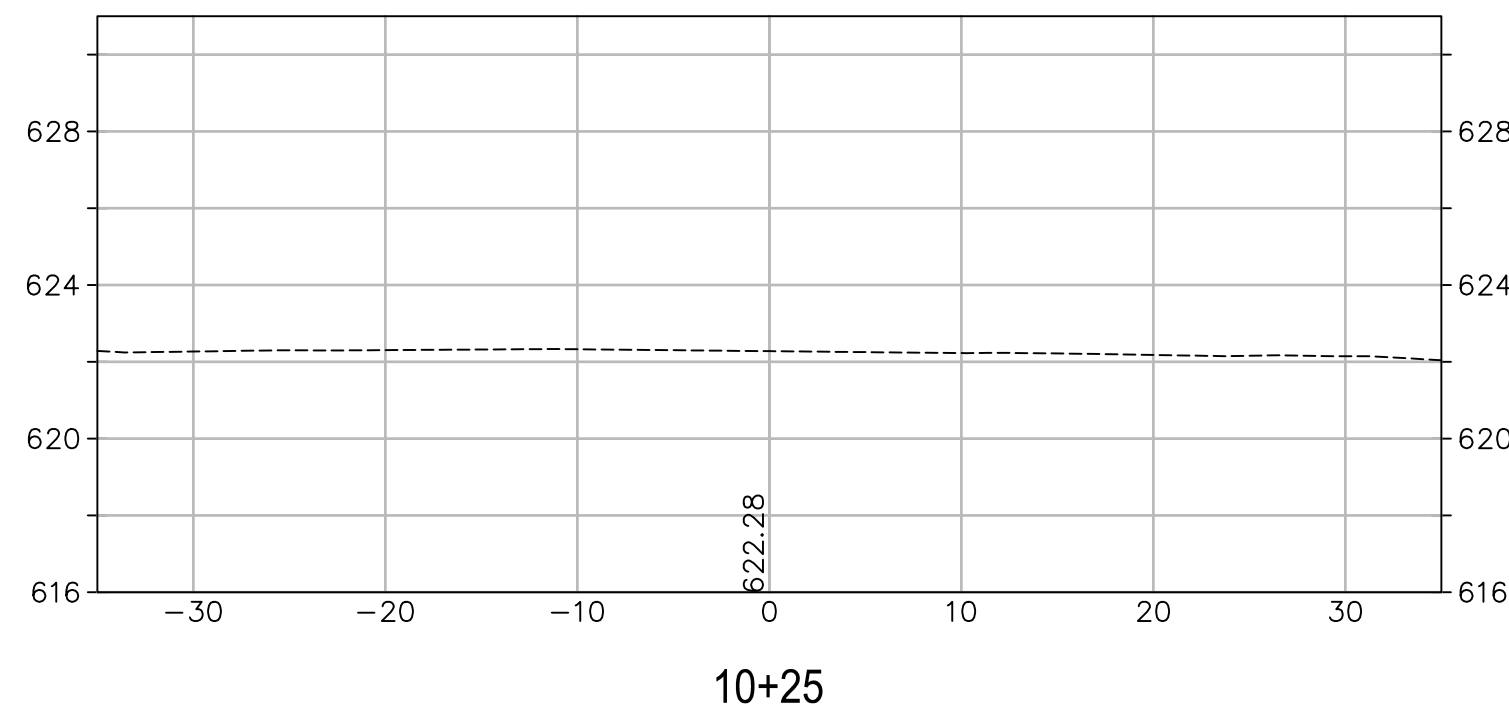
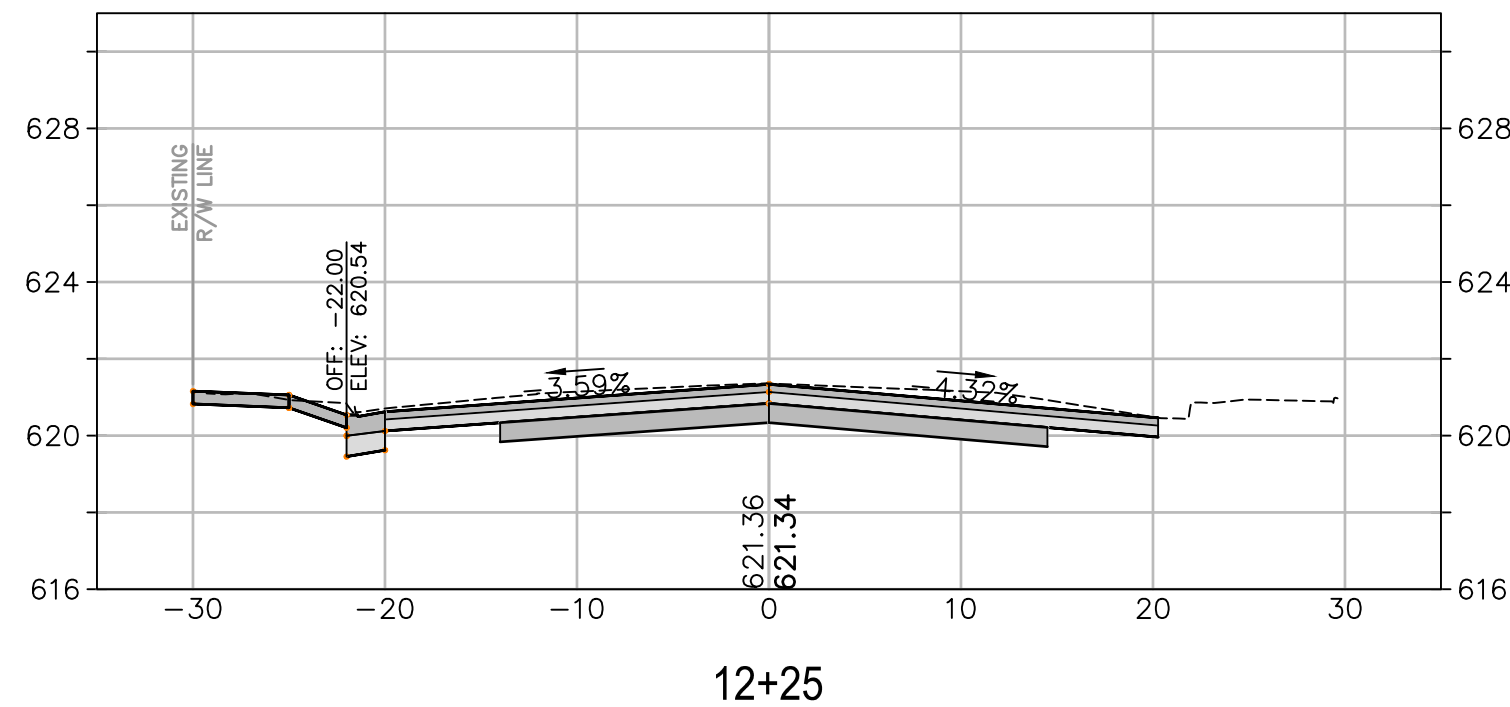
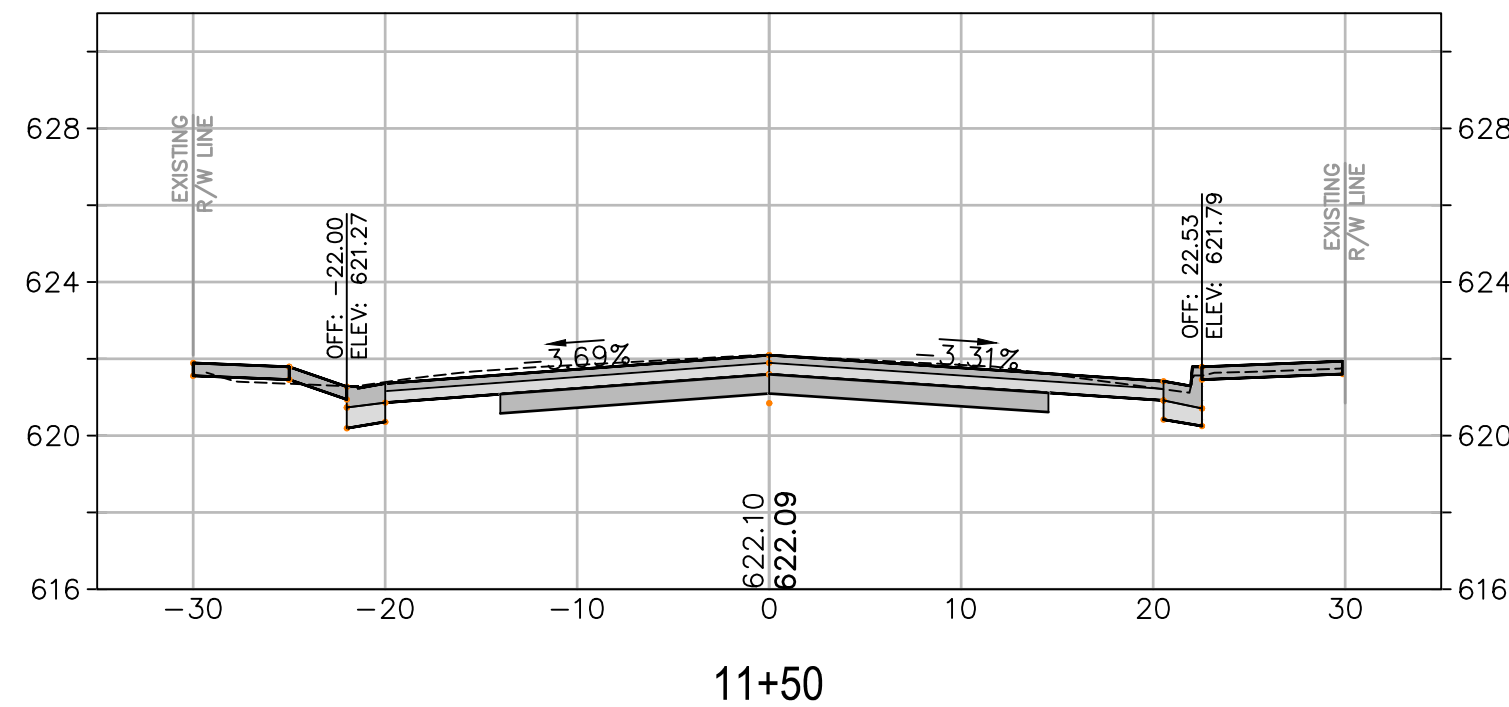
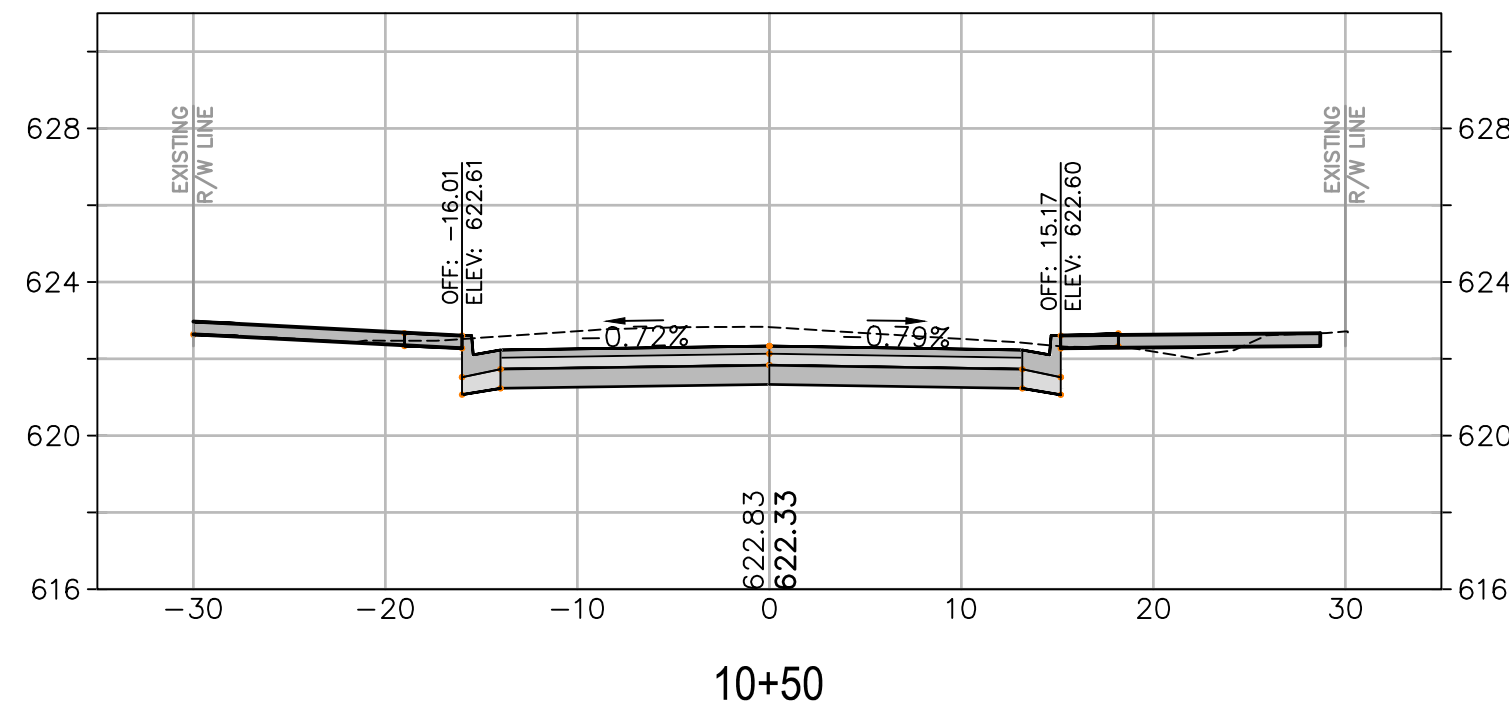
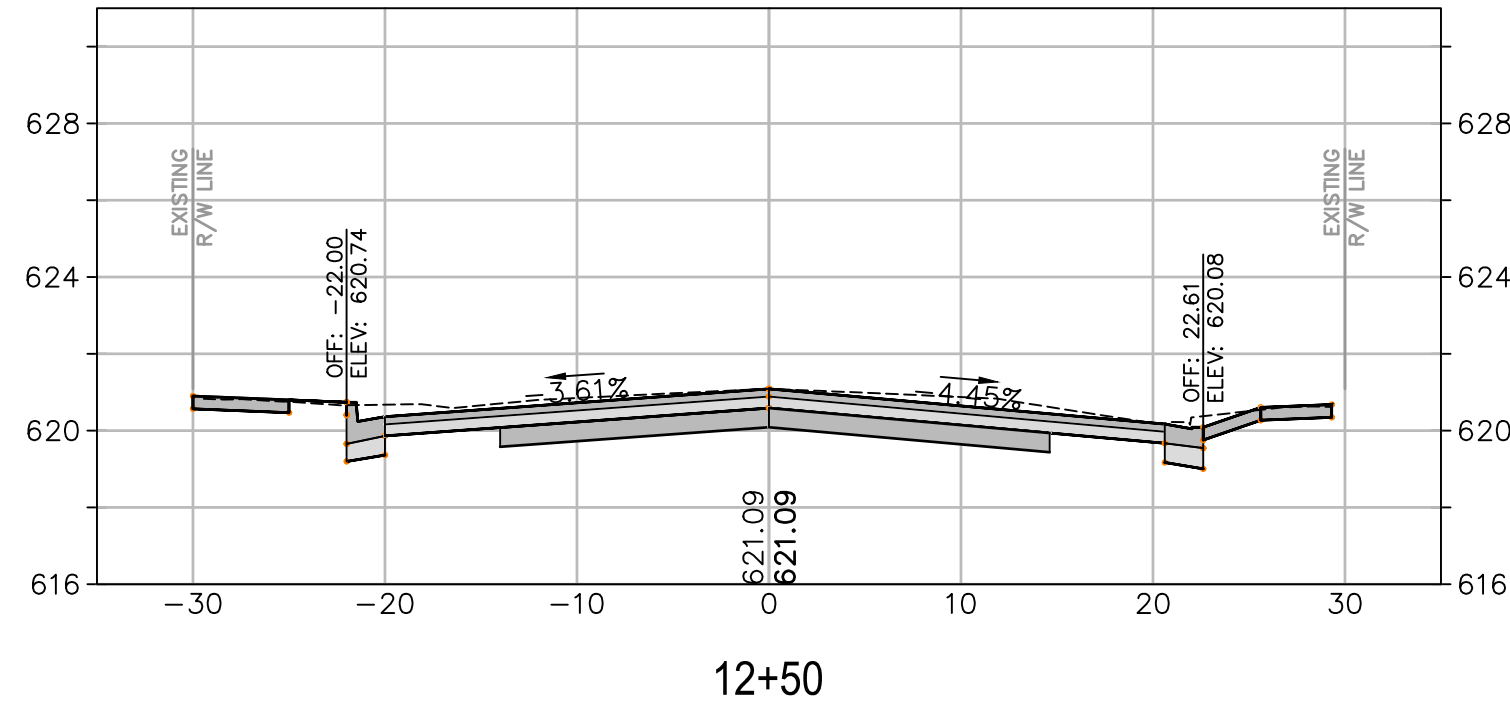
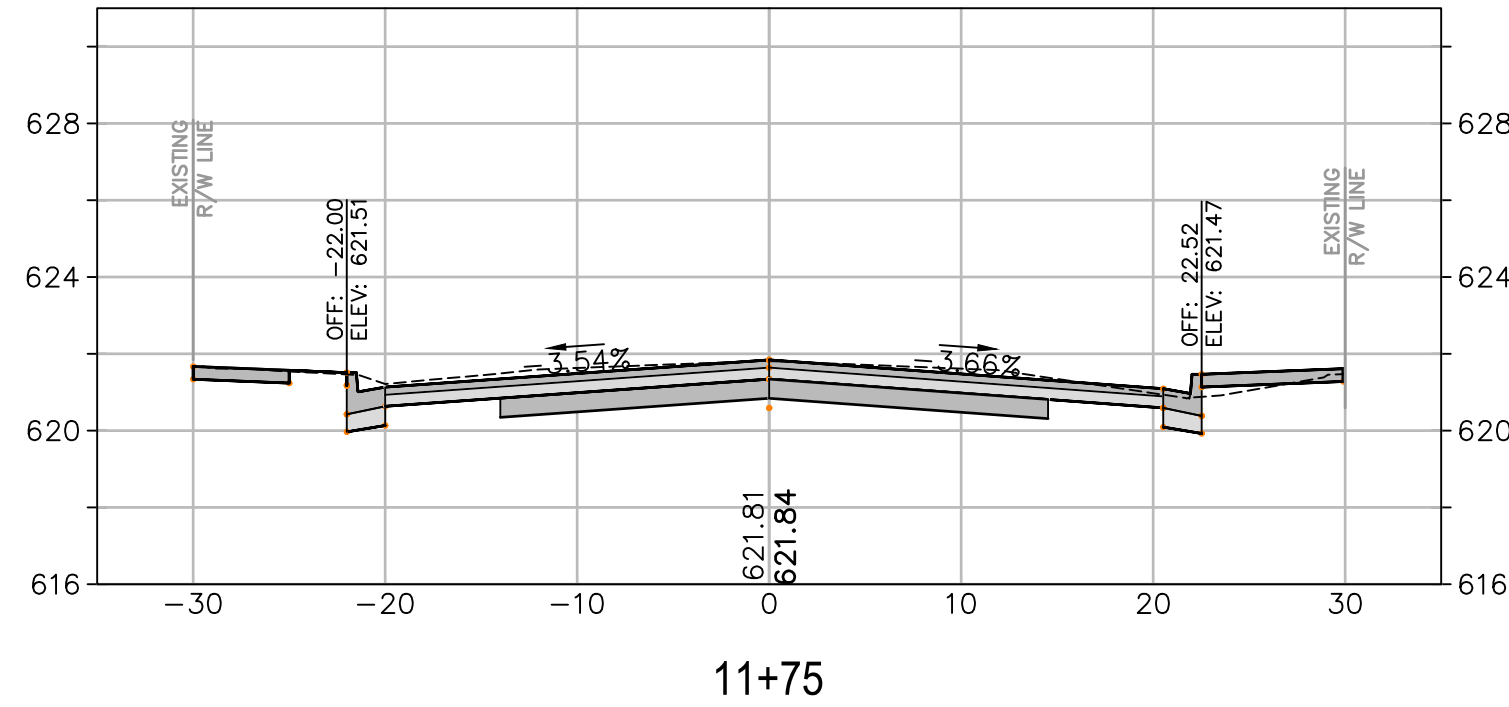
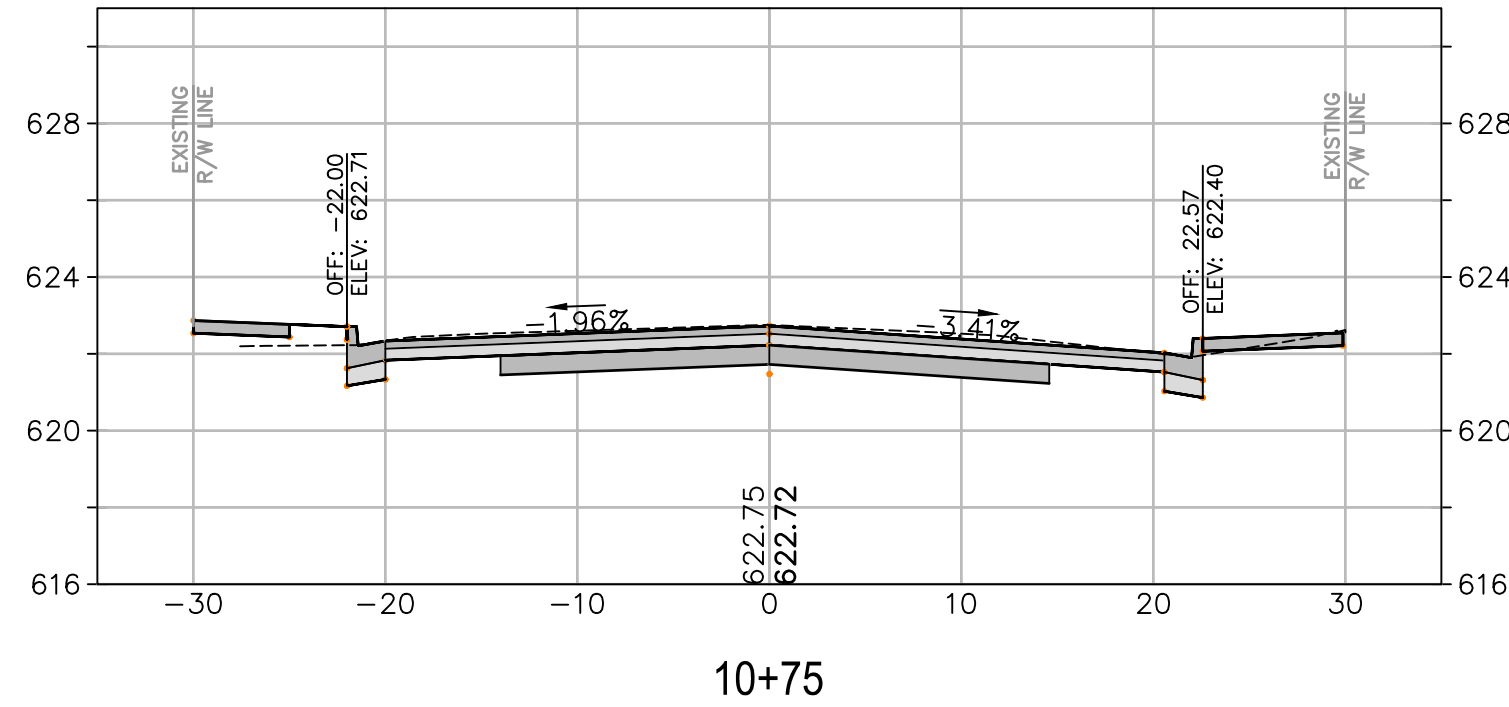
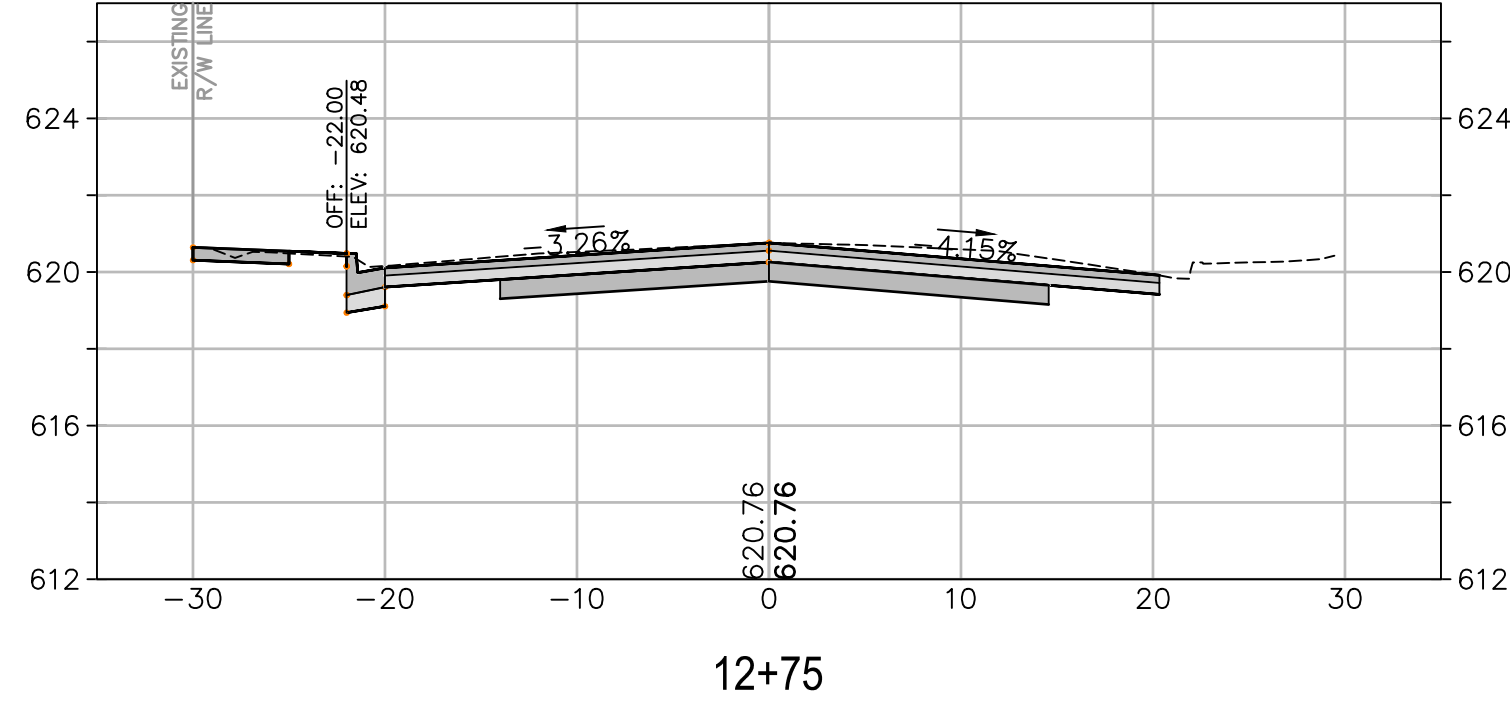
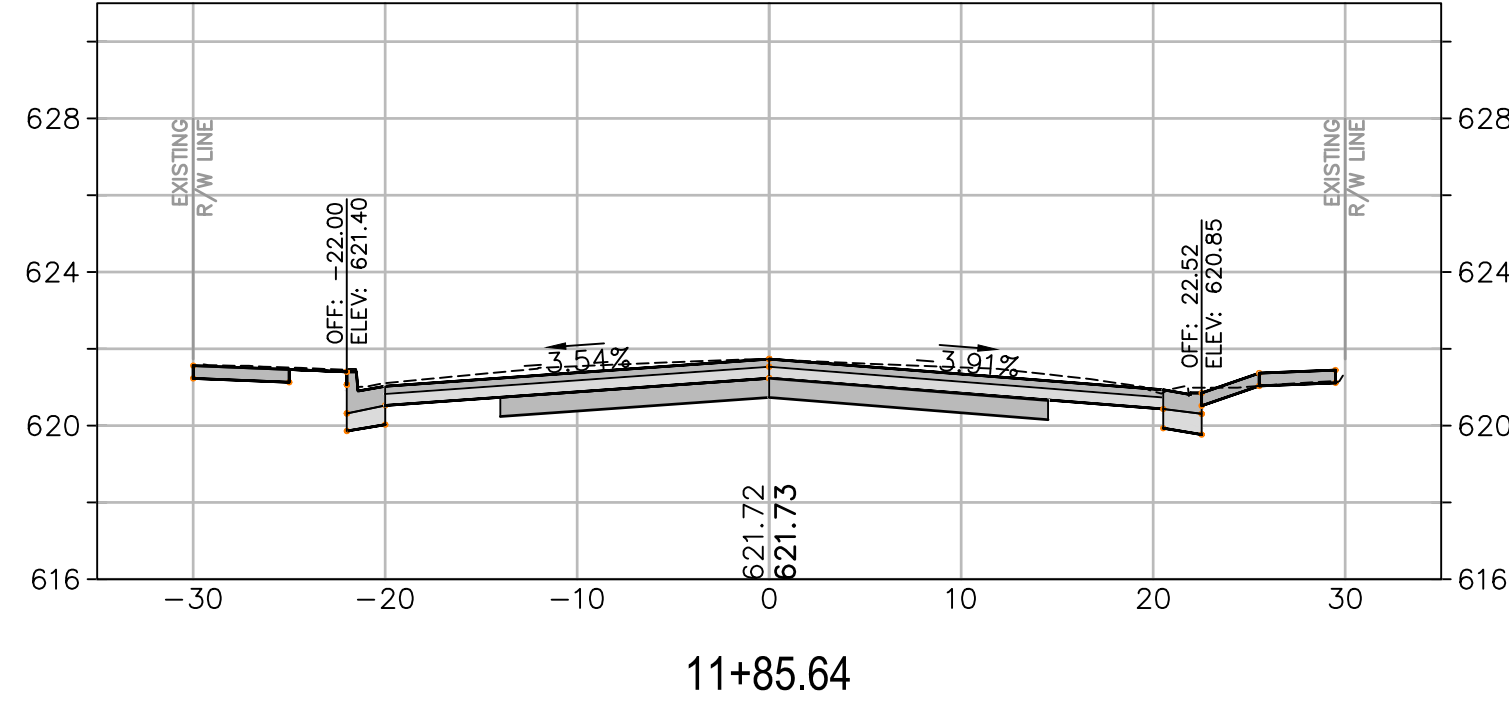
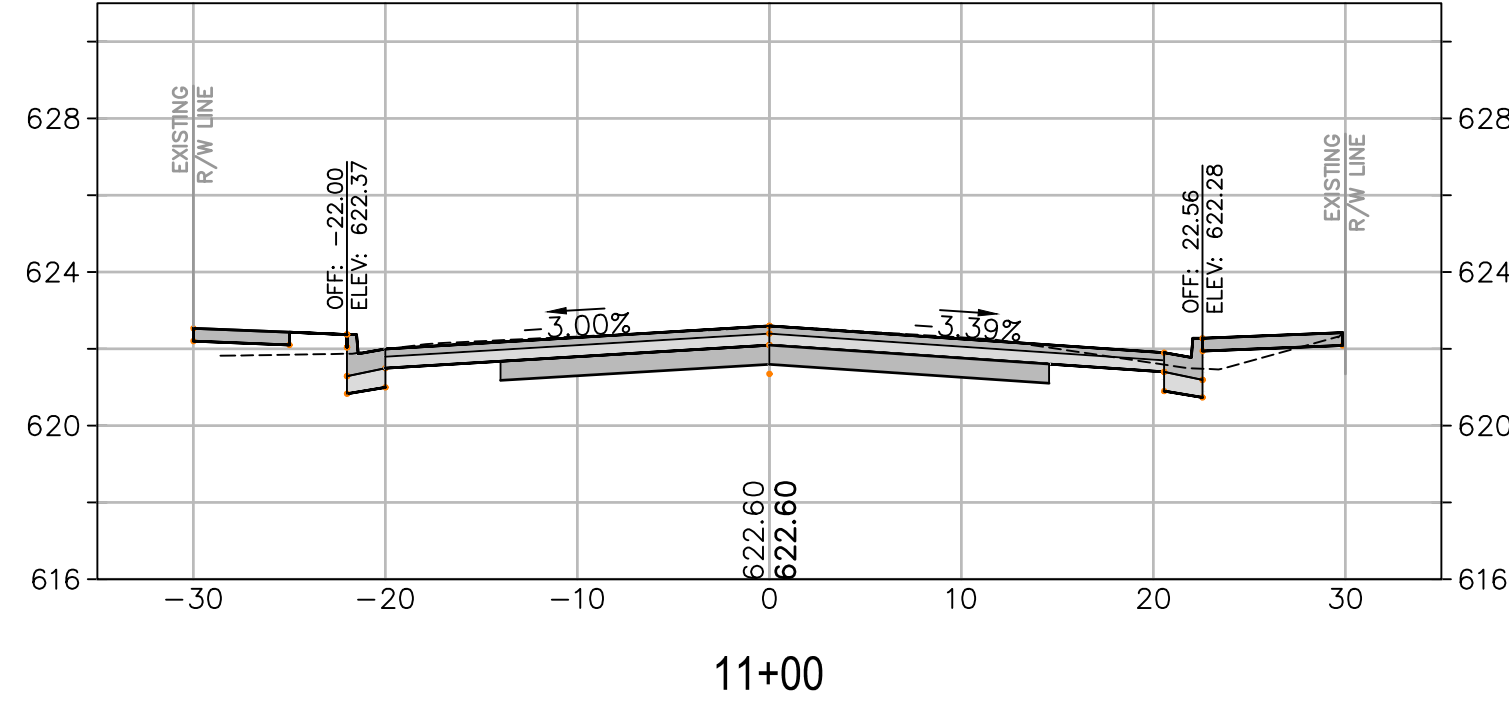
PROJECT NUMBER 29-4352
DRAWING DATE APRIL 2020
SHEET NUMBER 18 OF 31

CLARA AVENUE RECONSTRUCTION PROJECT

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

ORIGINAL PLOT DATE:

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CROSS SECTION SCALES
HORIZ.: 1" = 10'
VERT.: 1" = 5'

CITY OF UKIAH CALIFORNIA

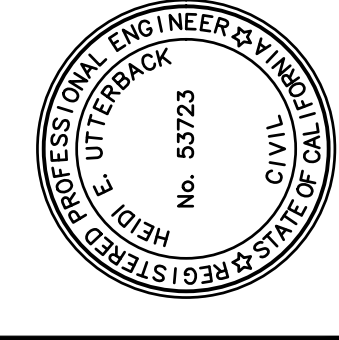
CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08

CROSS SECTIONS
STA. 10+25 TO STA. 12+75

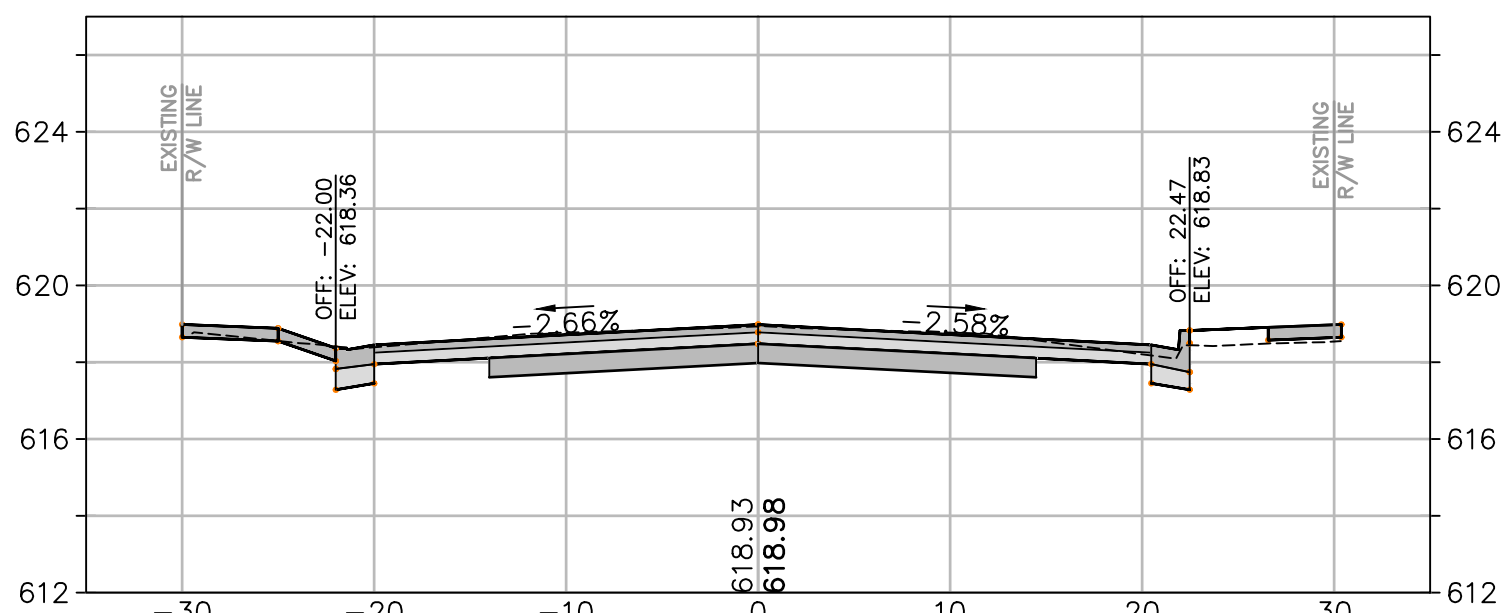
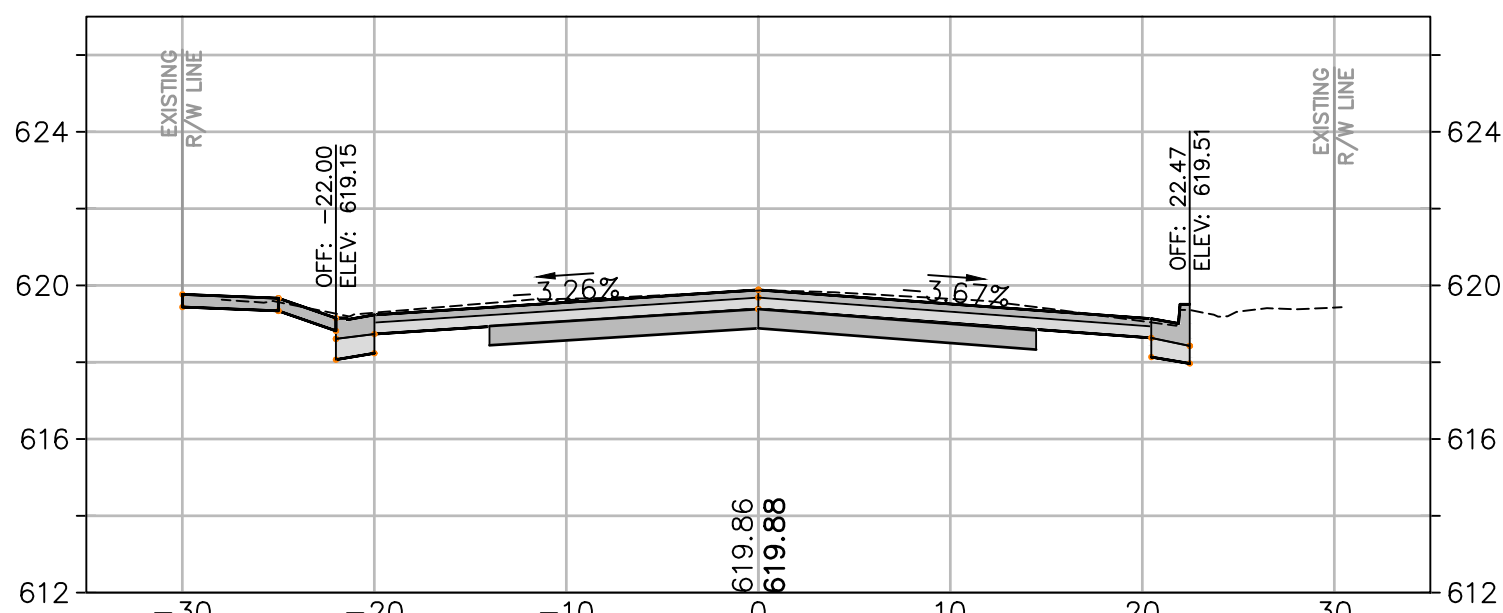
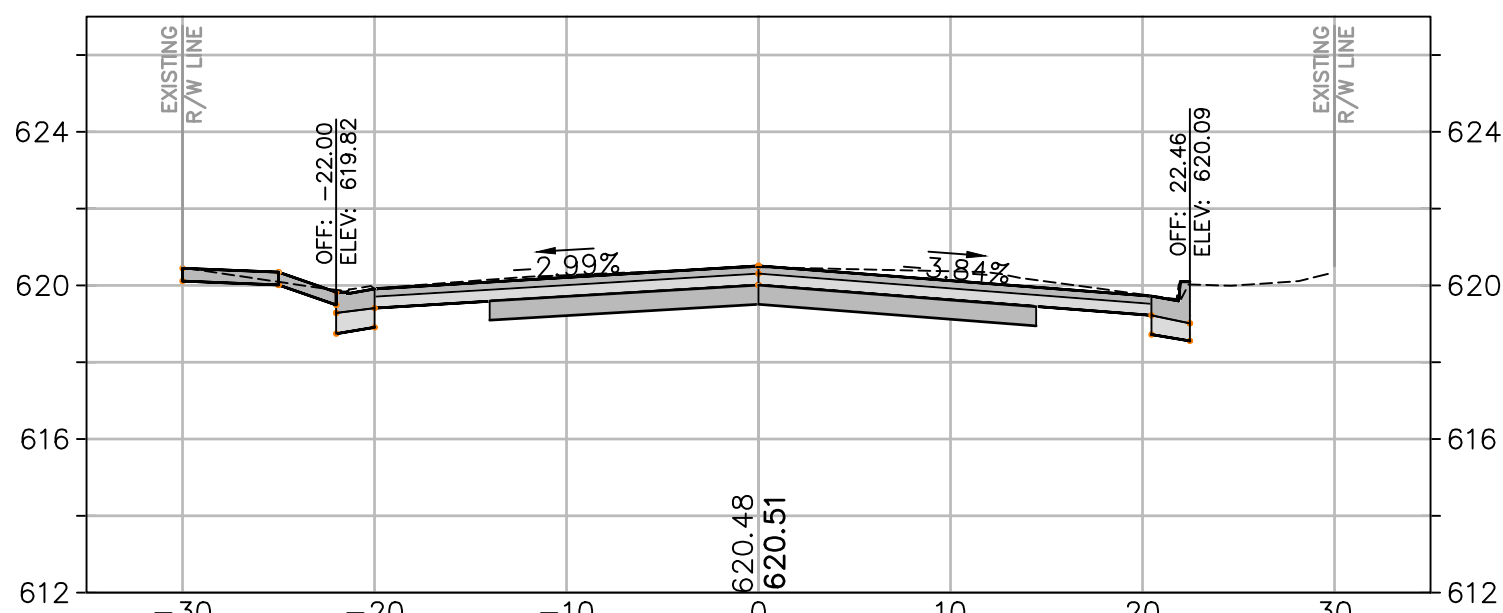
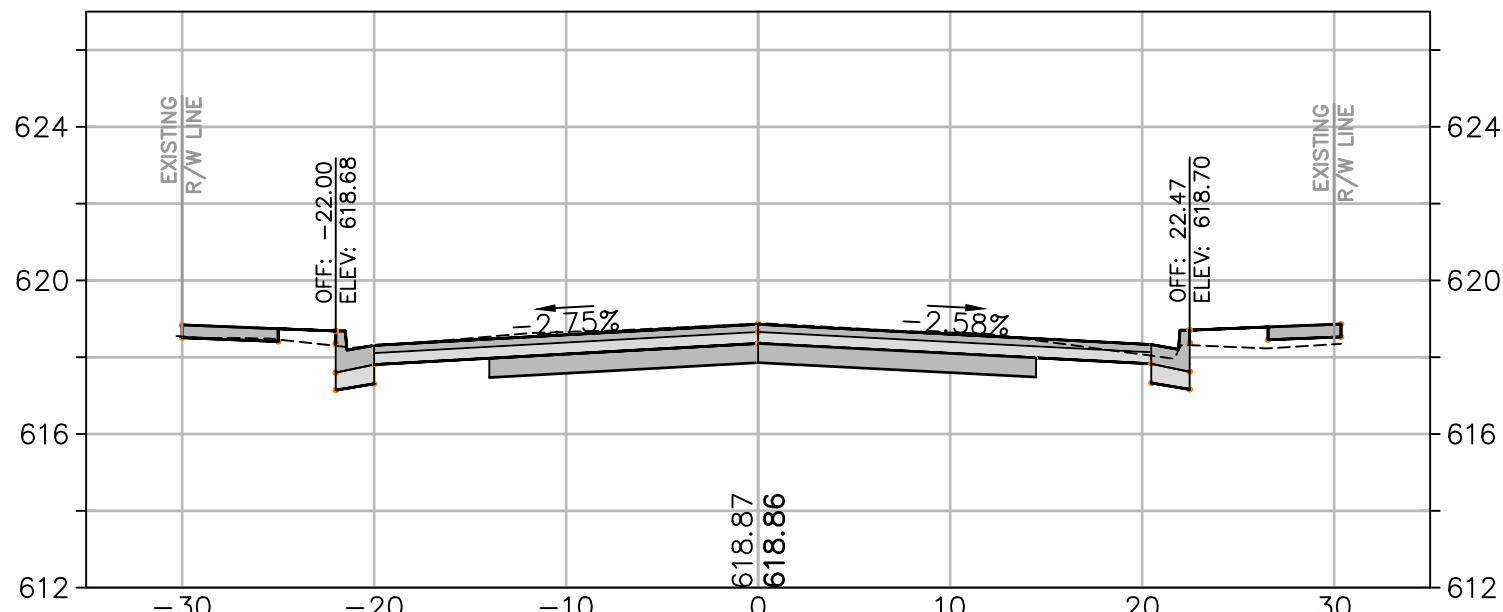
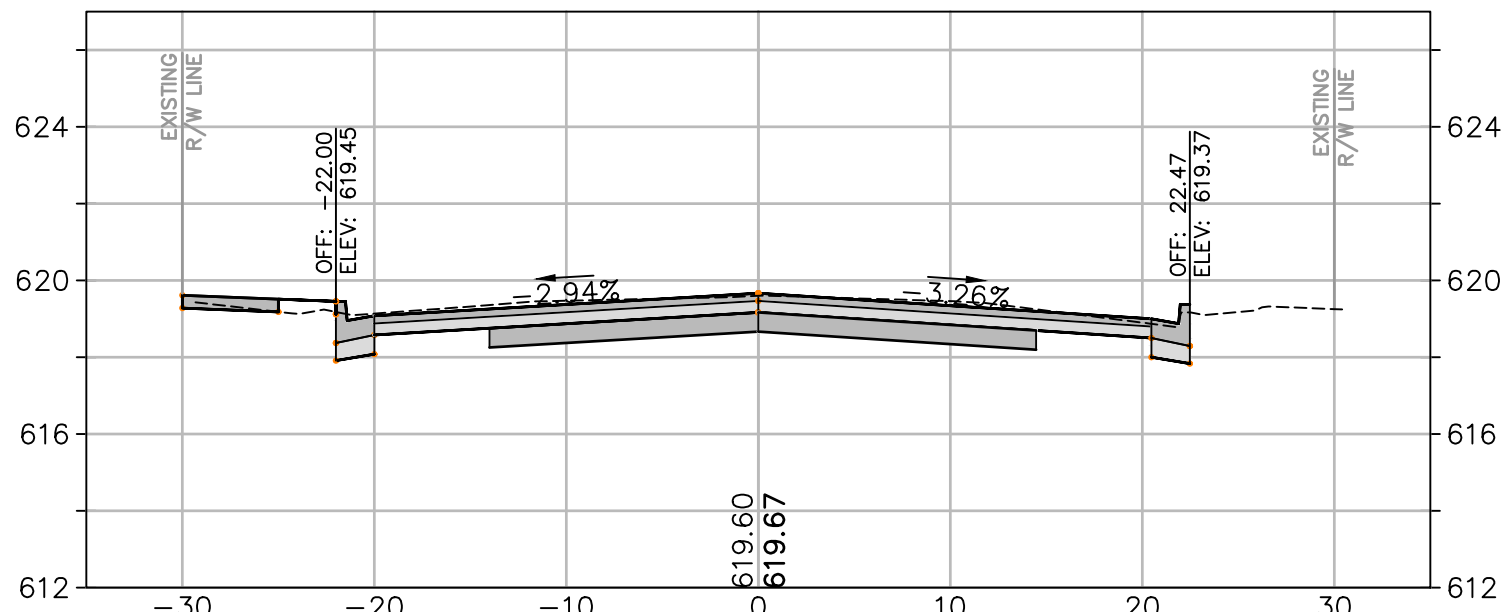
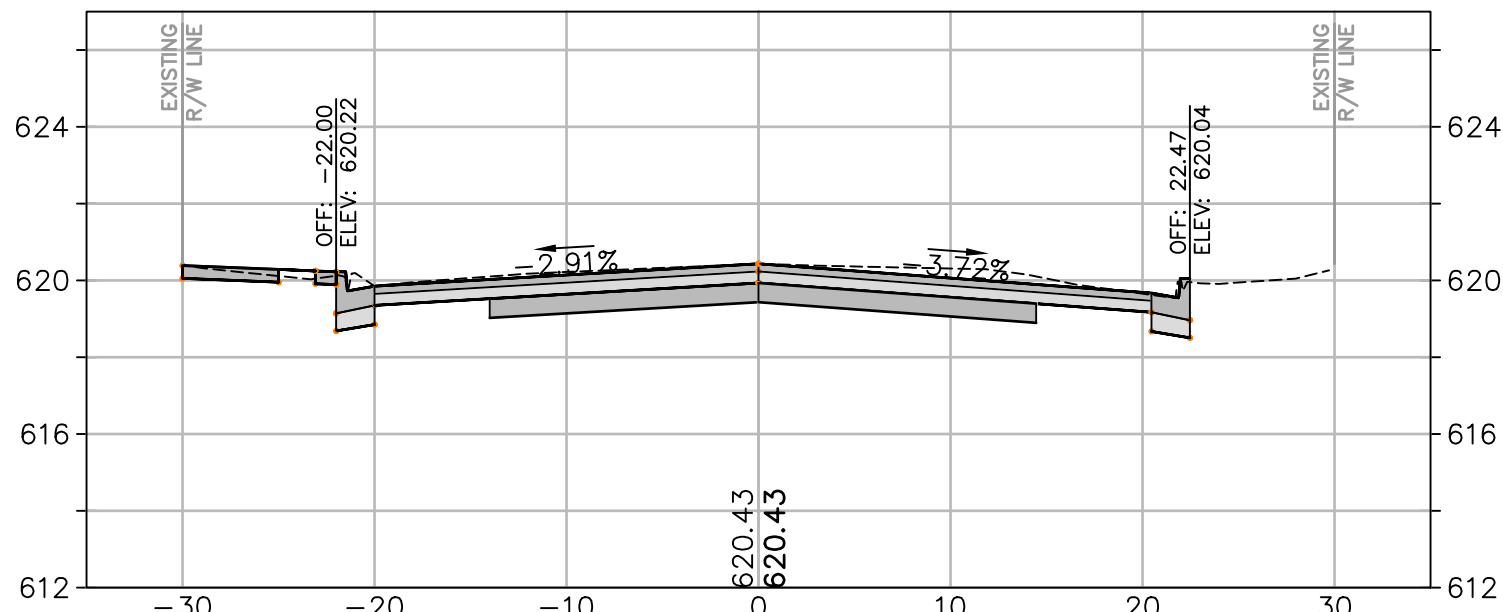
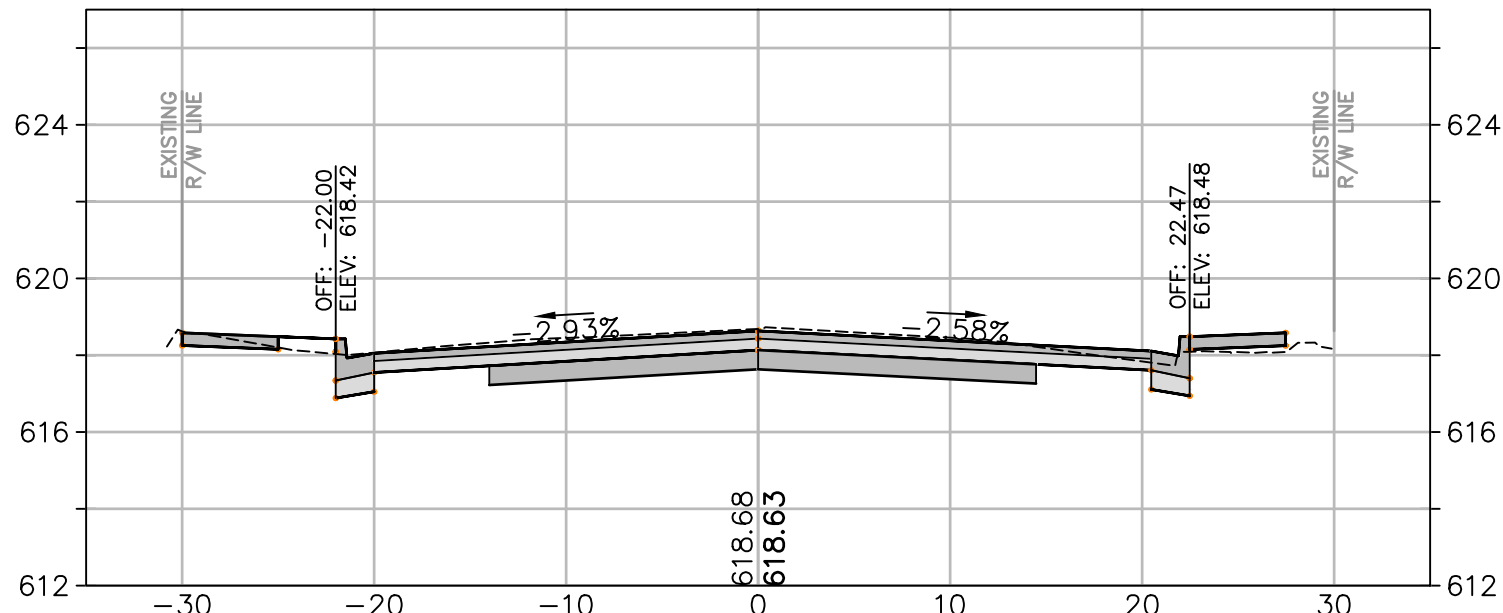
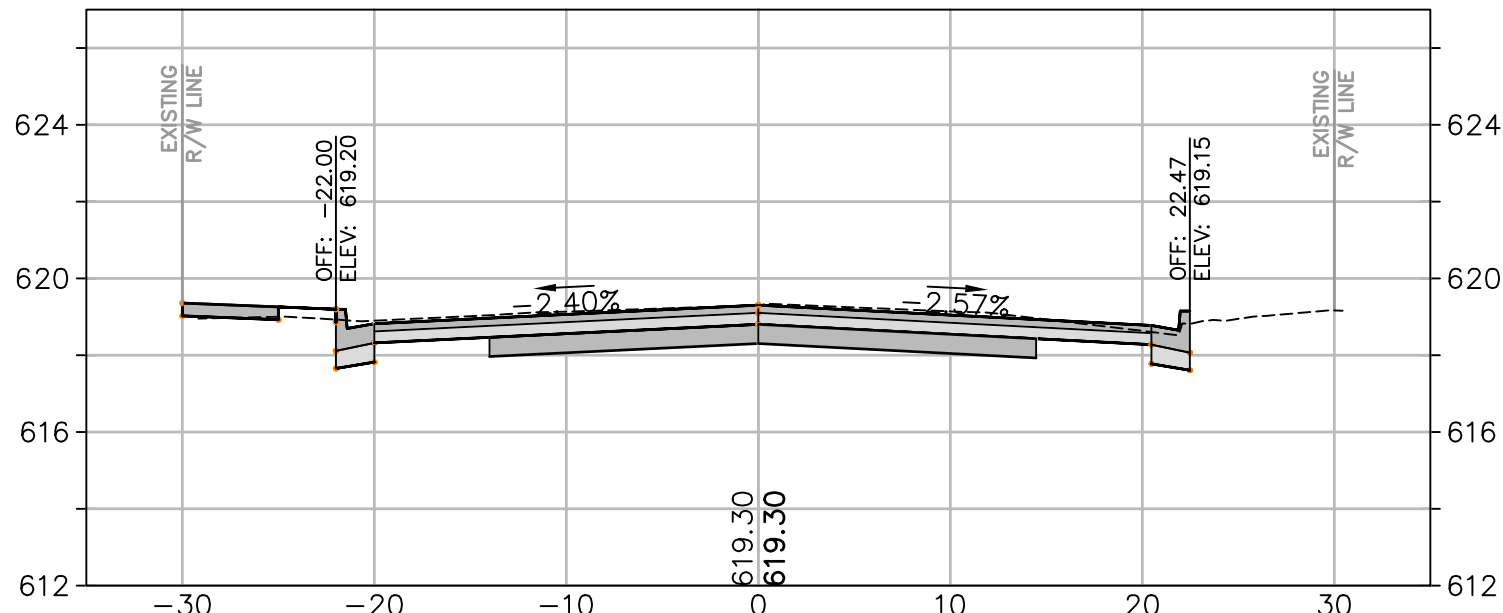
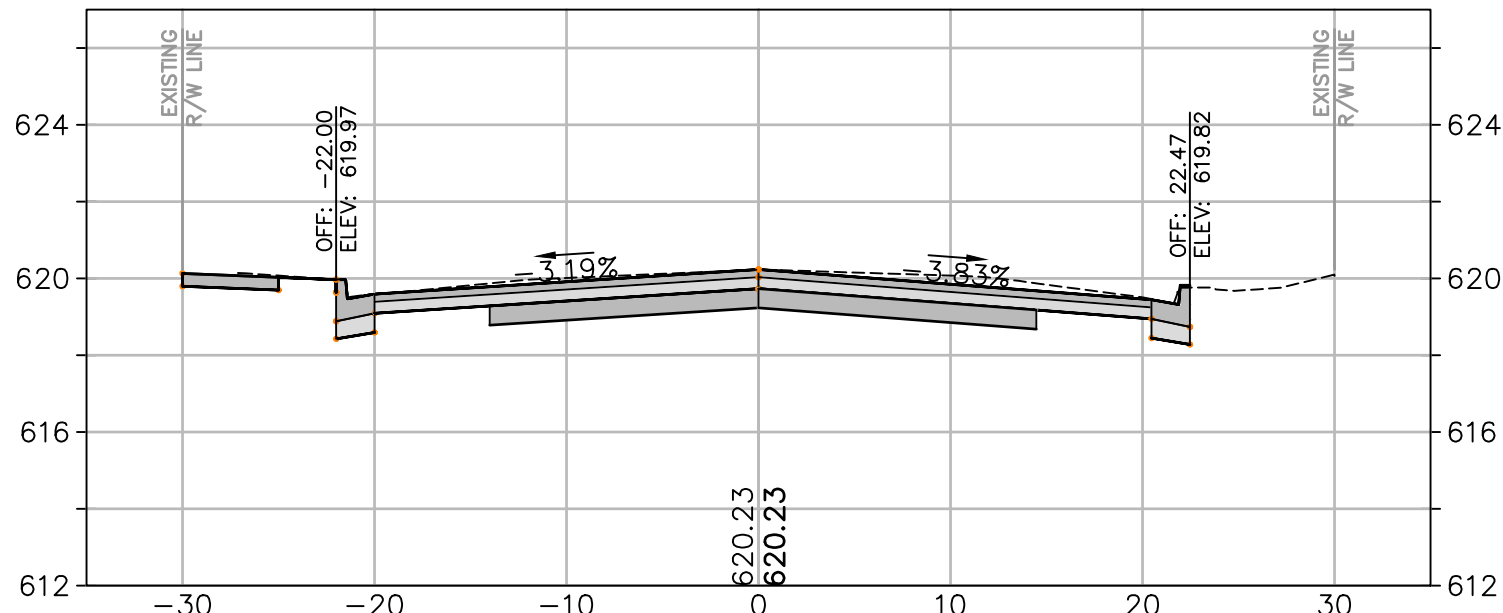
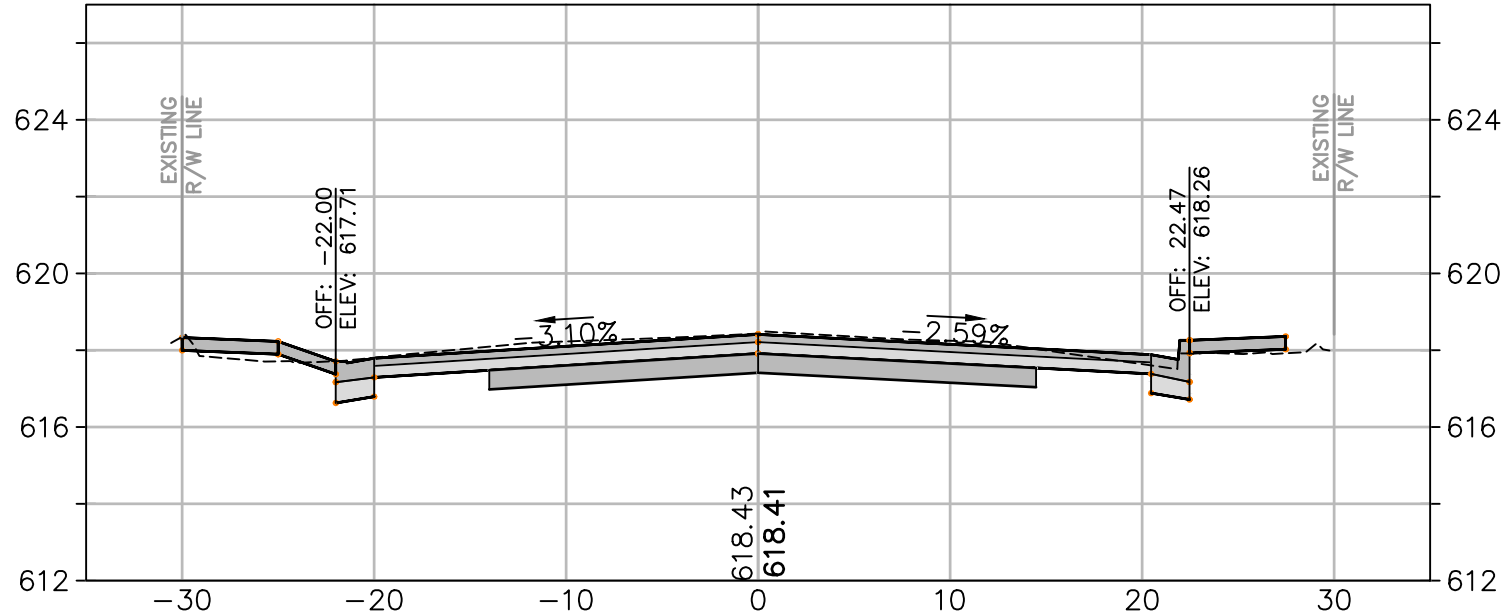
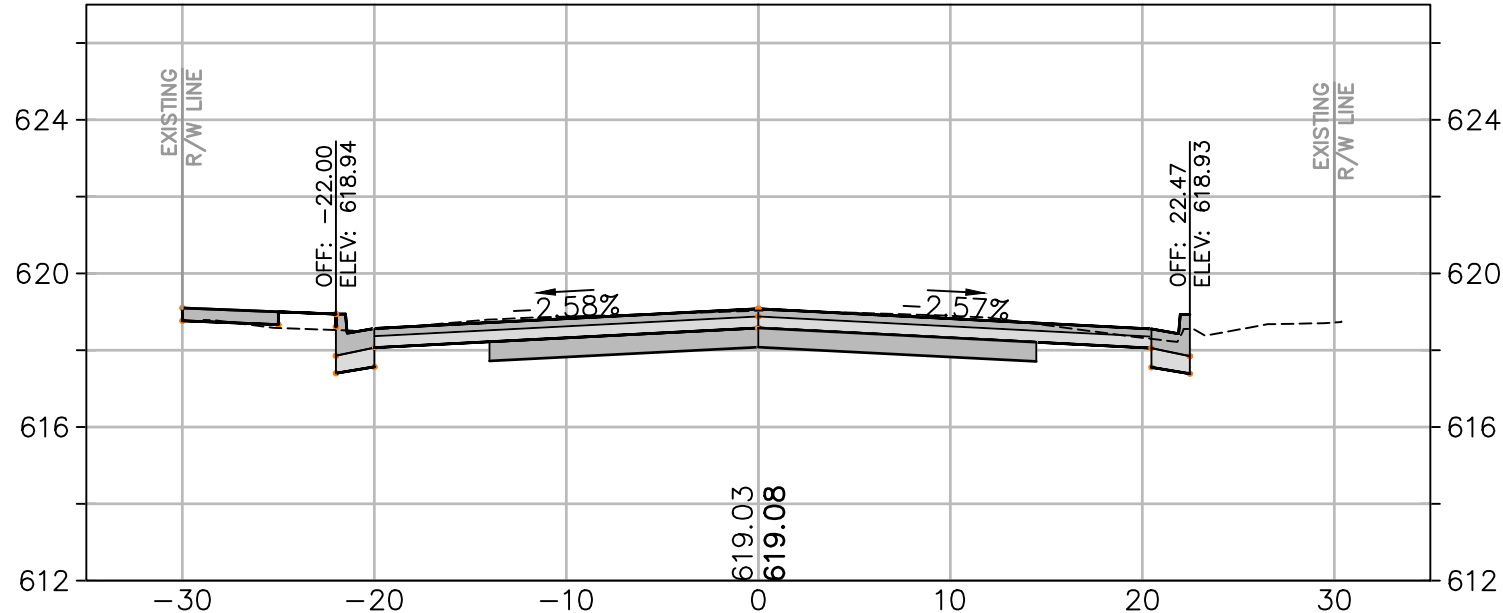
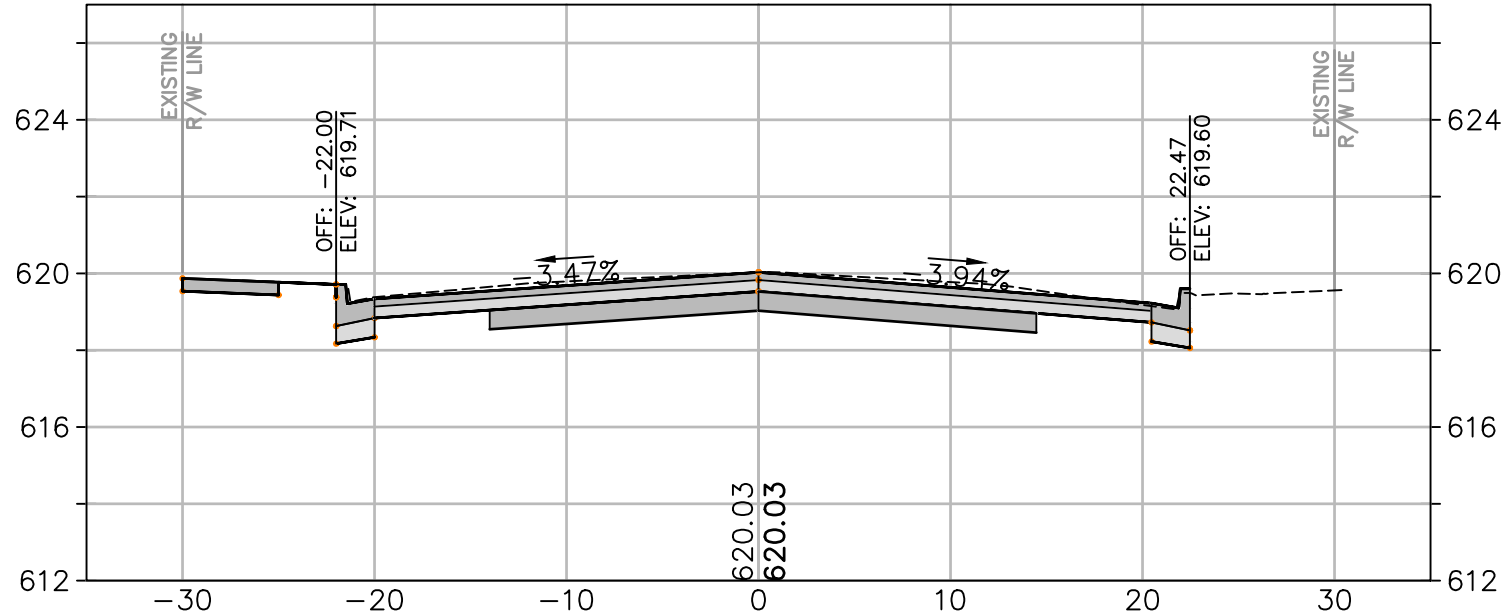
PROJECT NUMBER
29-4352
DRAWING DATE
APRIL 2020
SHEET NUMBER
19 OF 31

Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005

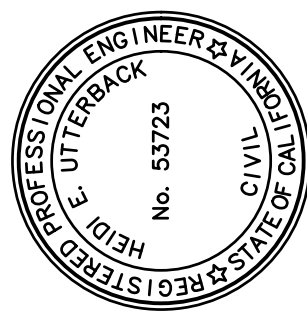
HEIDI E. UTTERBACK
DESIGNED BY
DRAWN BY
REVIEWED BY
WJK WJK HEU



Xrefs: CCE-ENGINEERS STAMPS-PLAN.dwg
images: Heidi signature-0001.jpg
Print: F:\Civil 3D Projects\294352 CLARA PHASE 2\DWG\294352_XS-3D-CLARA-RW2 (W).dwg Layout Name: Layout20 Plot Date: Apr 23, 2020 at 02:49 pm
FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES



CROSS SECTION SCALES
HORIZ.: 1" = 10'
VERT.: 1" = 5'



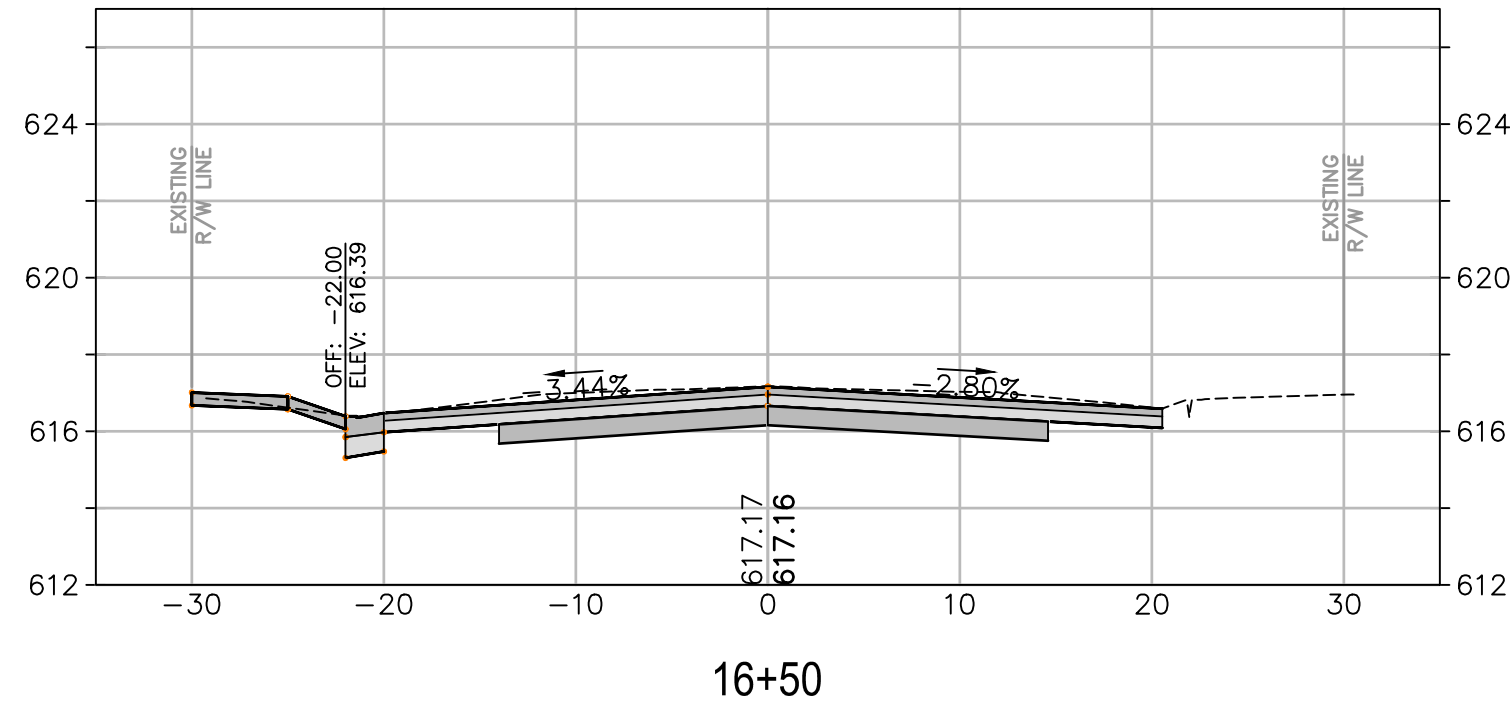
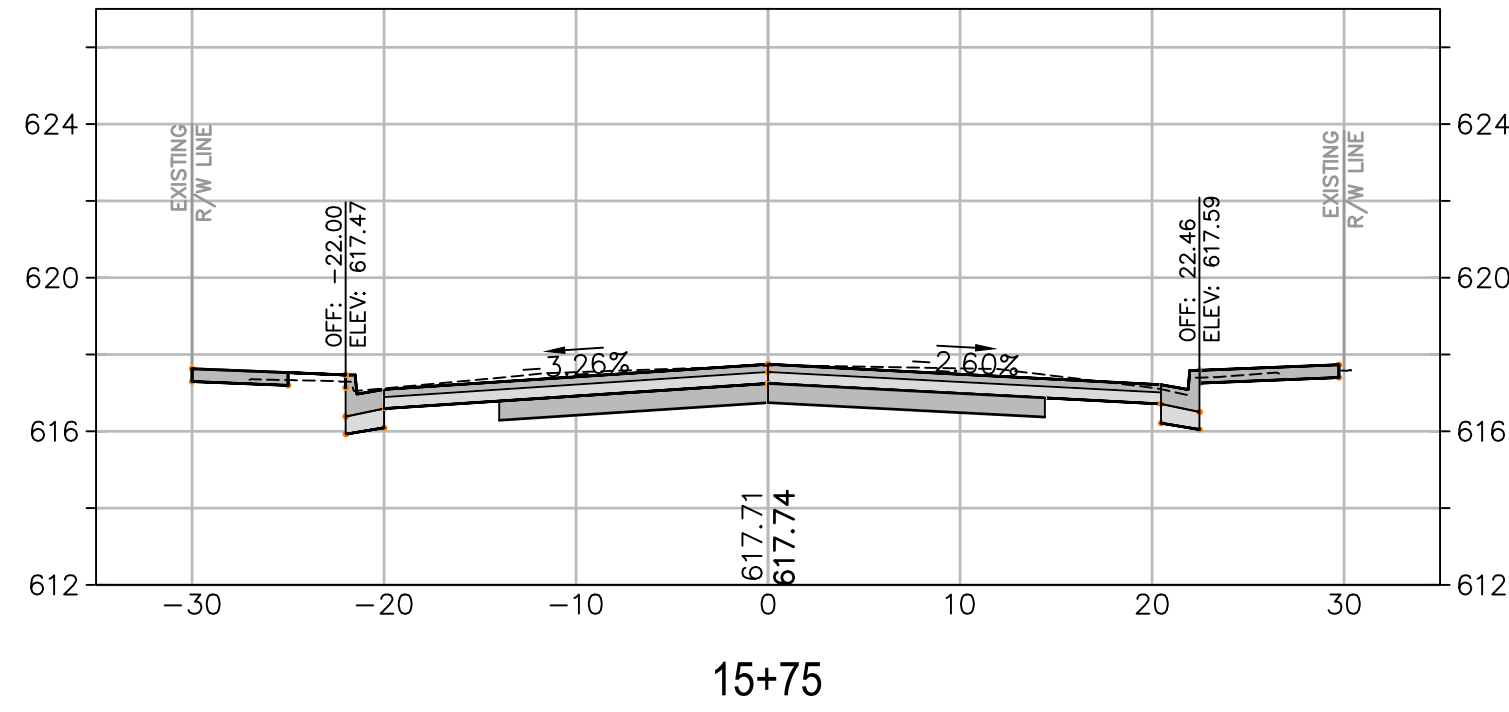
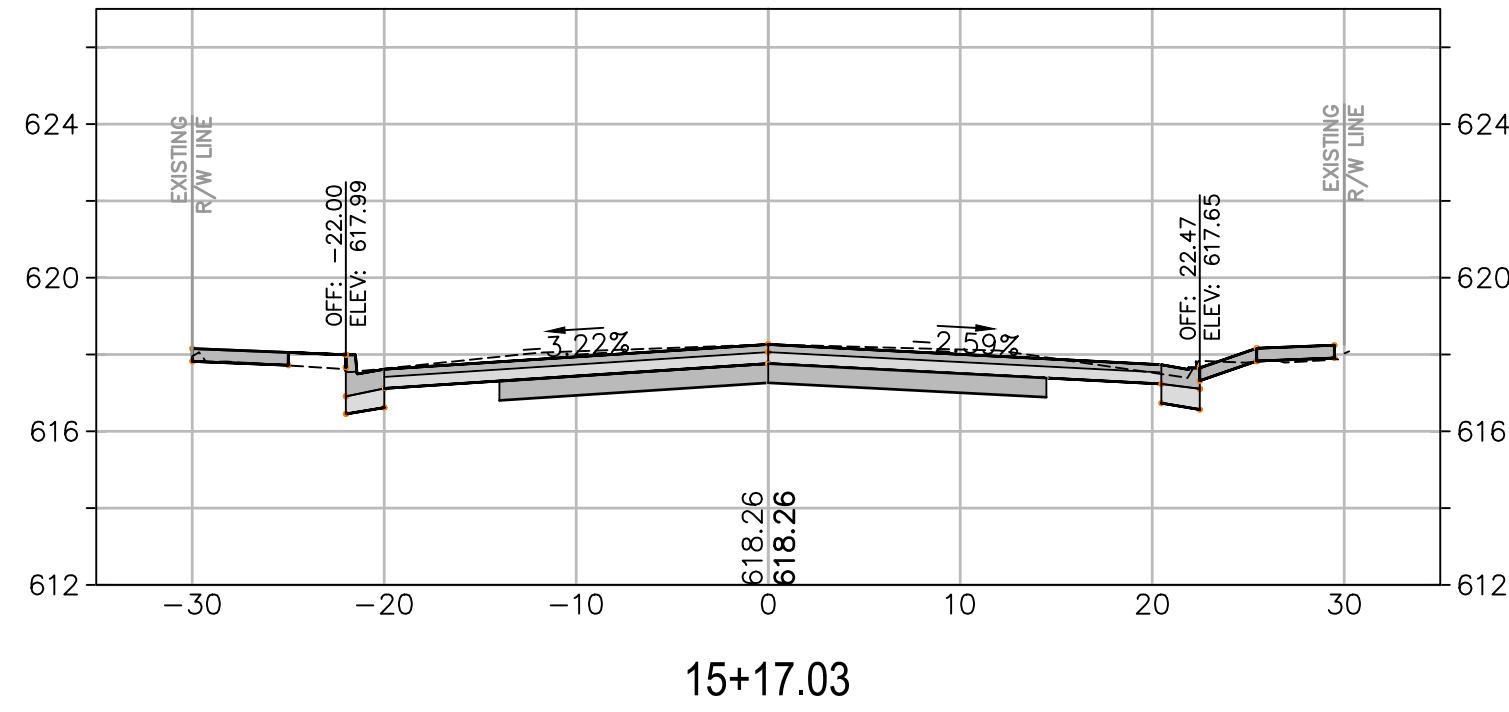
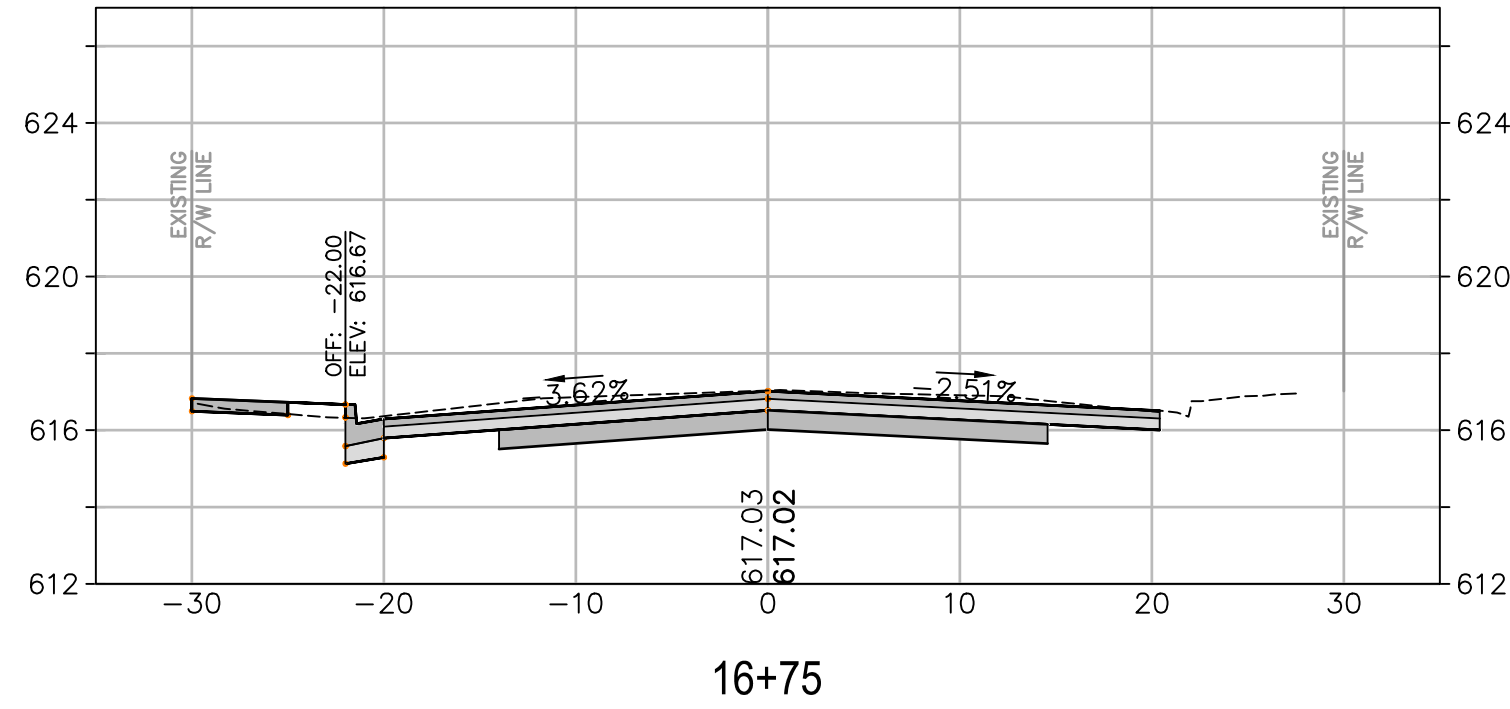
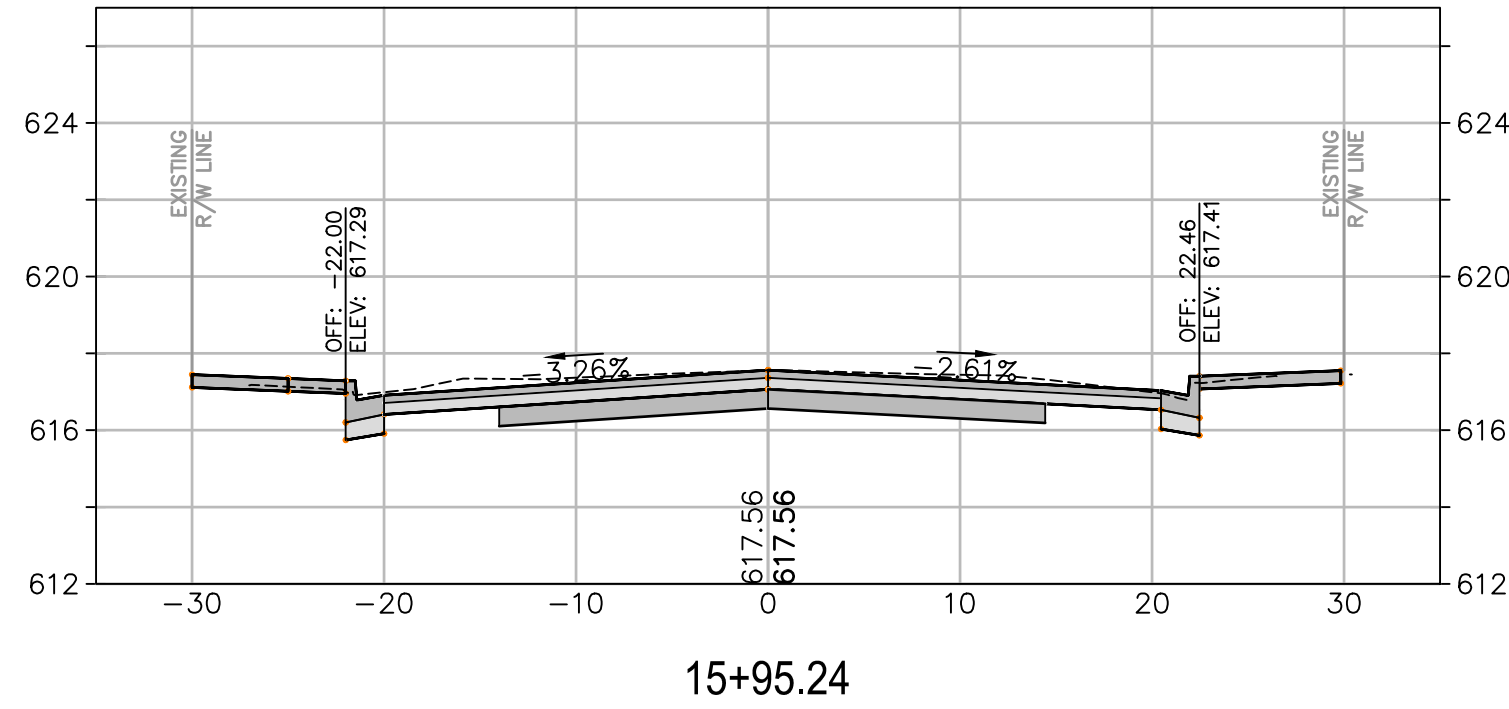
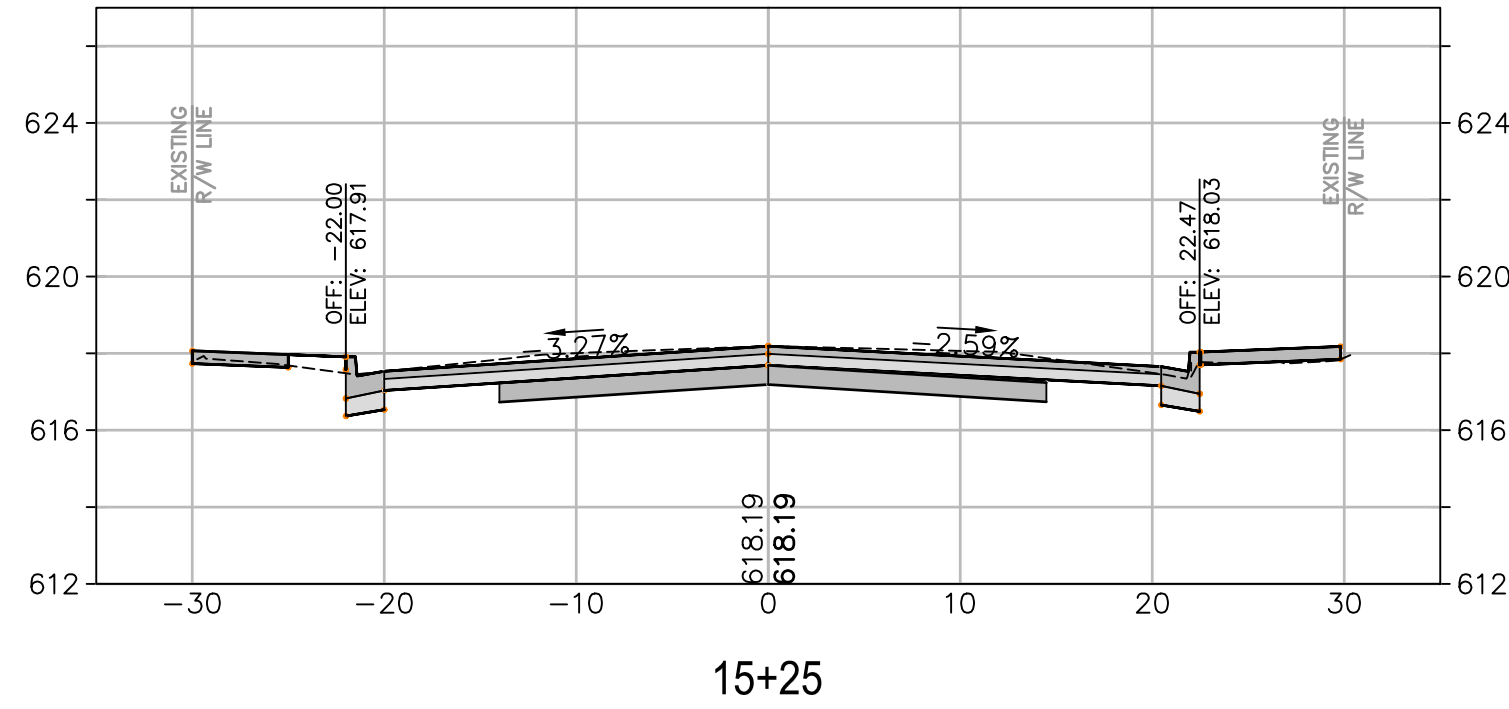
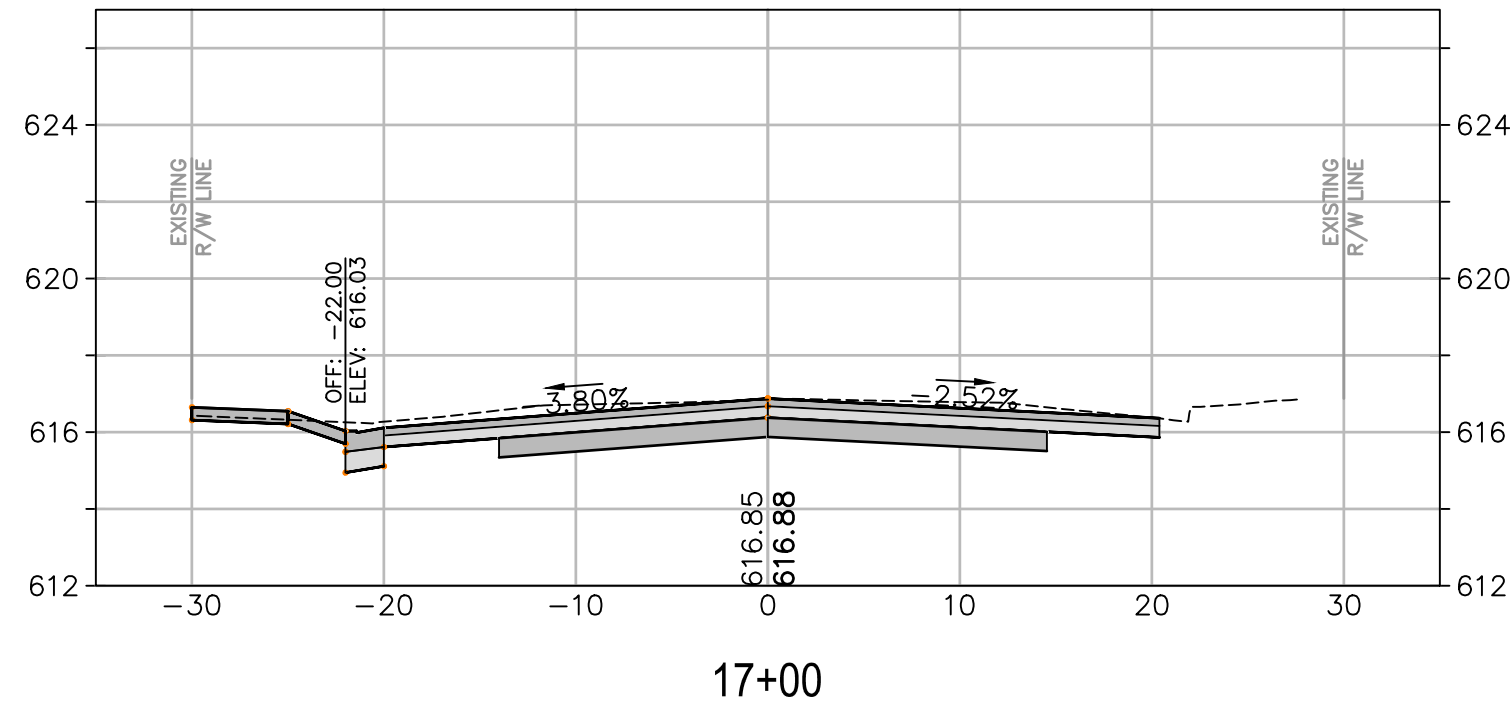
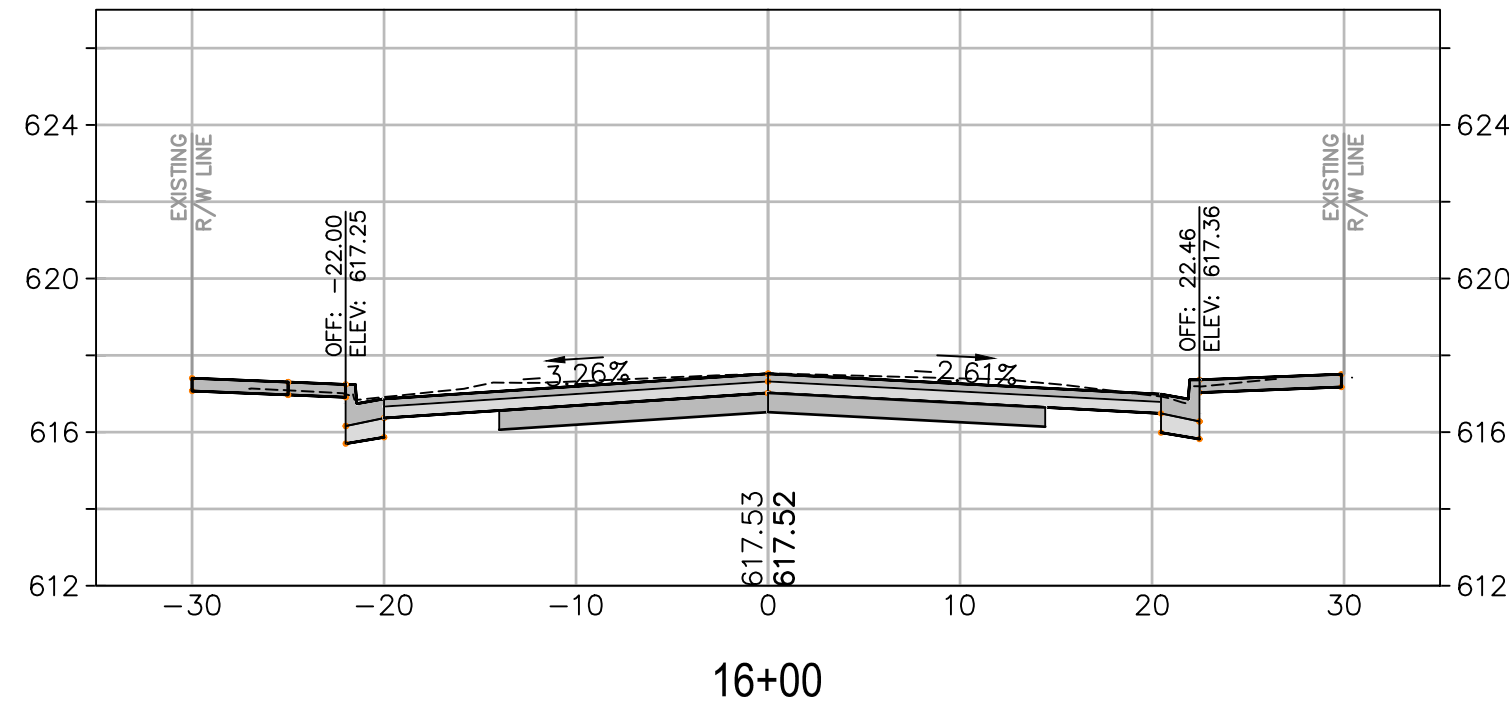
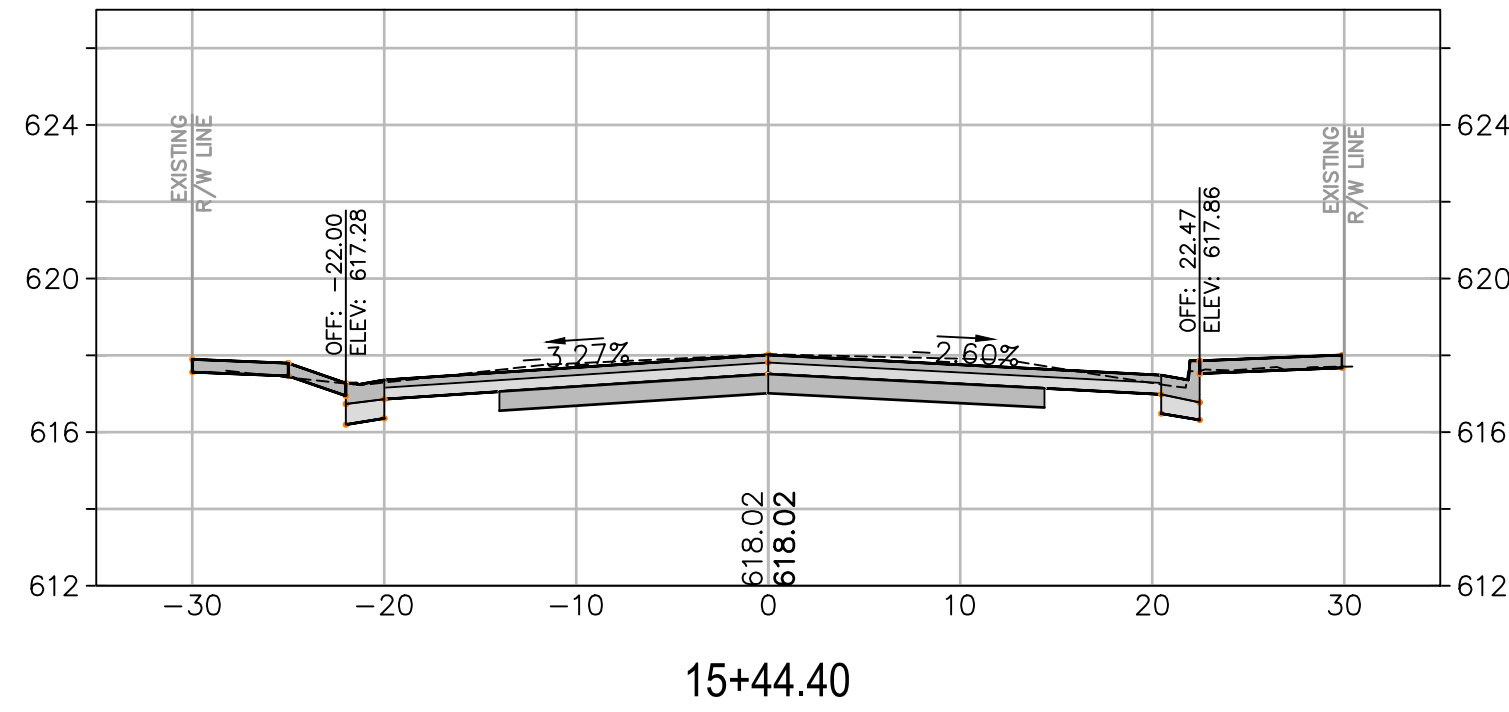
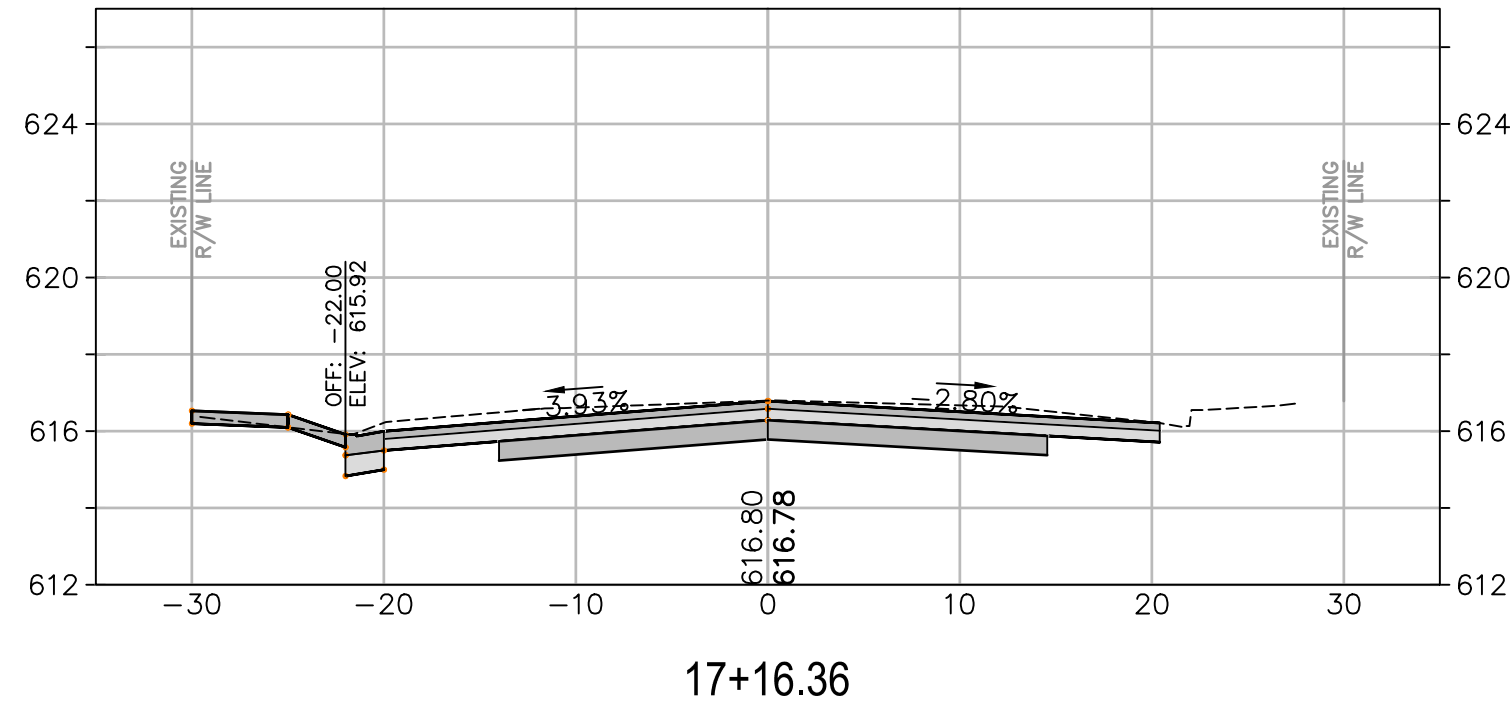
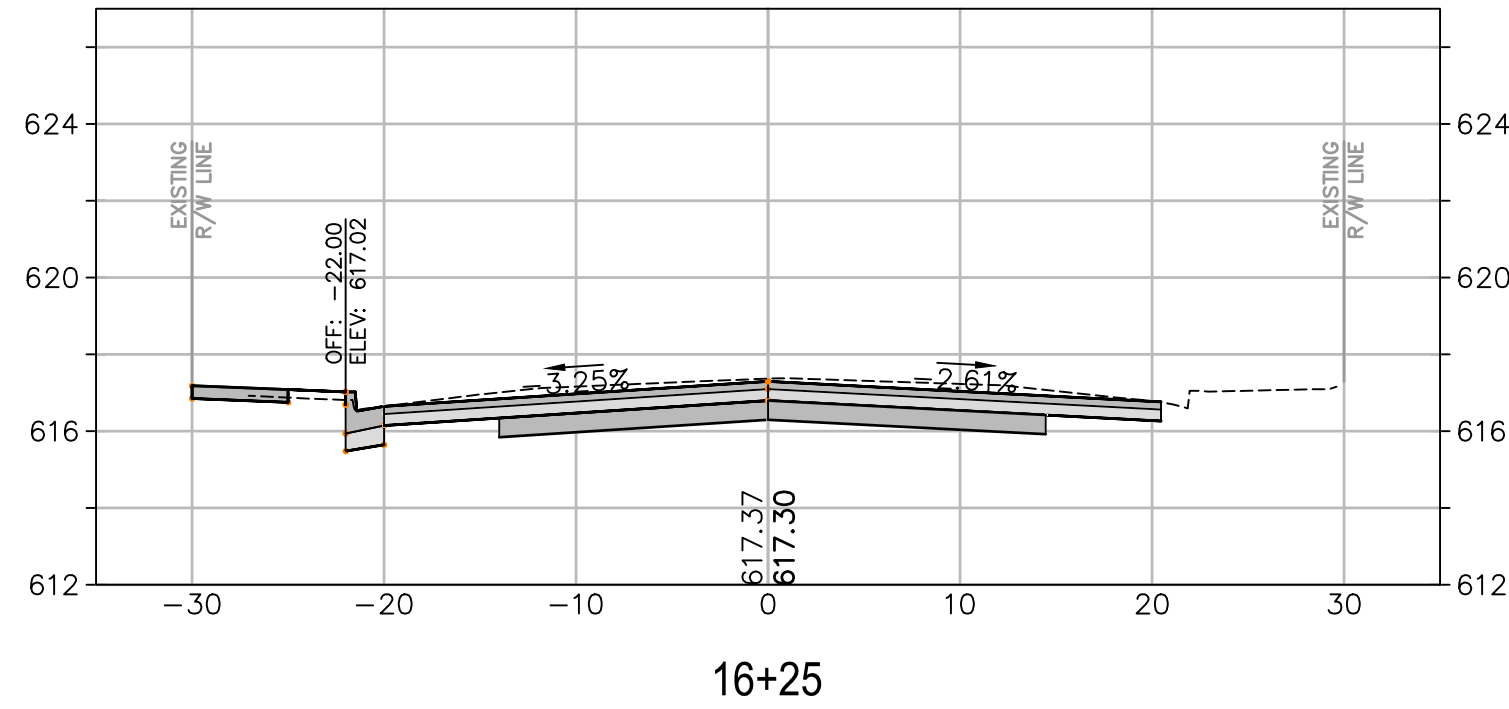
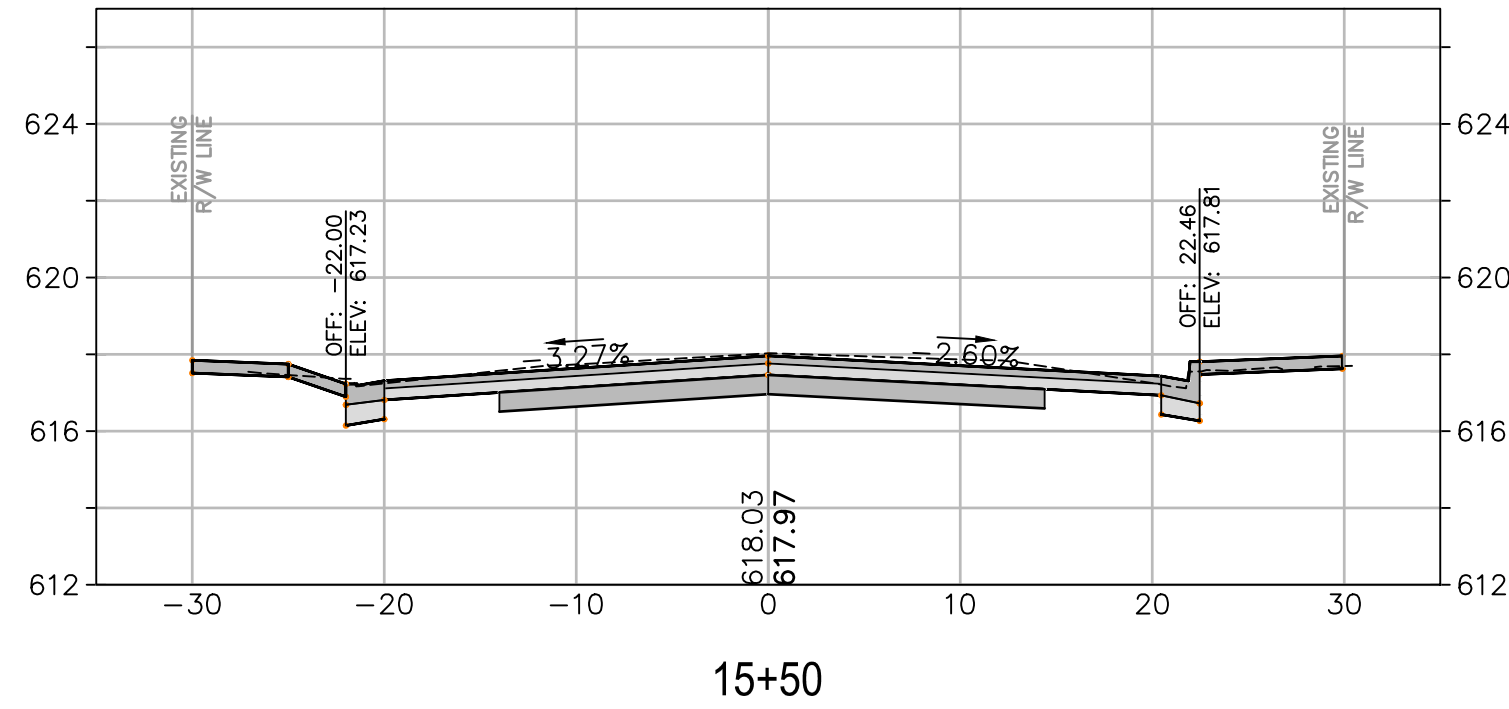
PREPARED UNDER THE DIRECTION OF
HEIDI E. UTTERBACK
DESIGNED BY
HEIDI E. UTTERBACK
DRAWN BY
WJK
REVIEWED BY
HEU

Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005

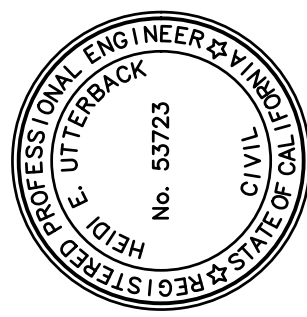
CITY OF UKIAH
CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08
CROSS SECTIONS
STA. 12+94.27 TO STA. 15+00
CALIFORNIA

PROJECT NUMBER
29-4352
DRAWING DATE
APRIL 2020
SHEET NUMBER
20 OF 31

Xrefs: CCE-ENGINEERS STAMPS-PLAN.dwg
images: Heidi signature-true.jpg
Print: F:\Civil 3D Projects\294352 CLARA PHASE 2\DWG\294352_XS-3D-CLARA-PH2 (W).dwg Layout Name: Layout21 Plot Date: Apr 23, 2020 at 02:48 pm
FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES



CROSS SECTION SCALES
HORIZ.: 1" = 10'
VERT.: 1" = 5'



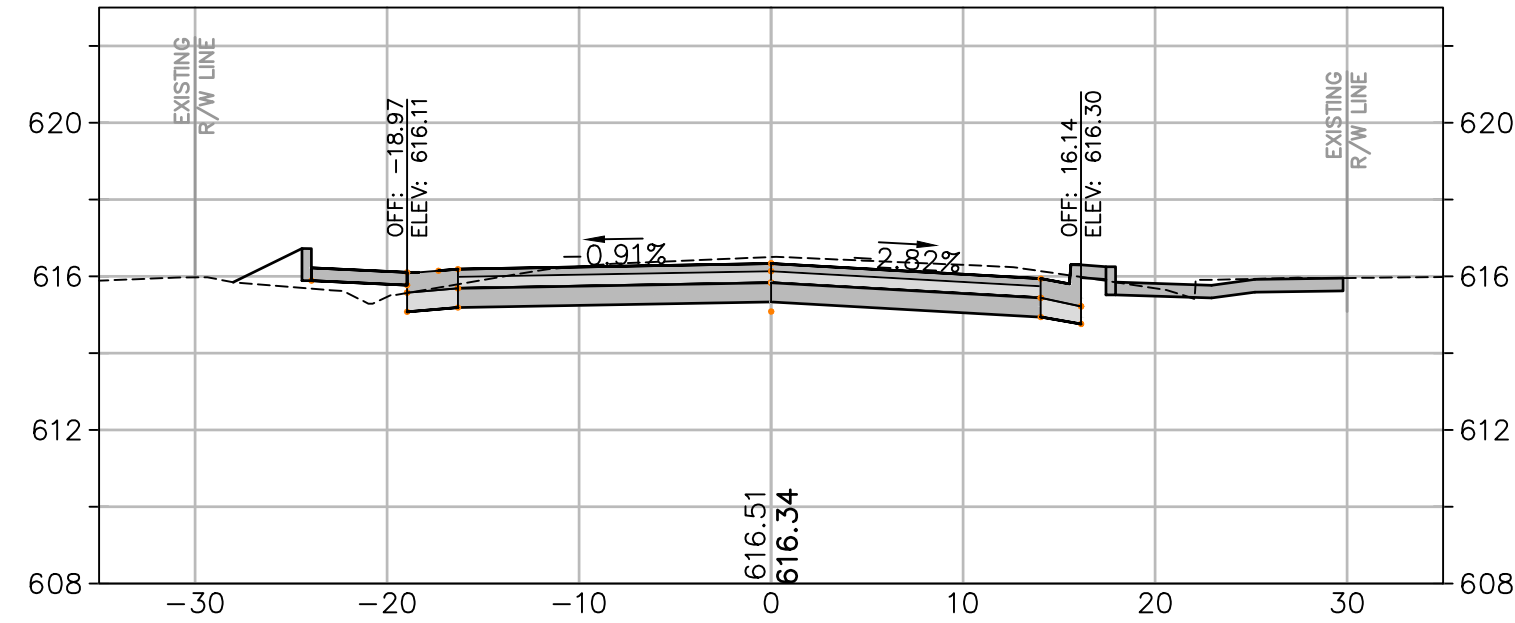
PREPARED UNDER THE DIRECTION OF
HEIDI E. UTTERBACK, RCE 53723 DATE 4/23/2020
DESIGNED BY WJK
DRAWN BY WJK
REVIEWED BY HEU

Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005

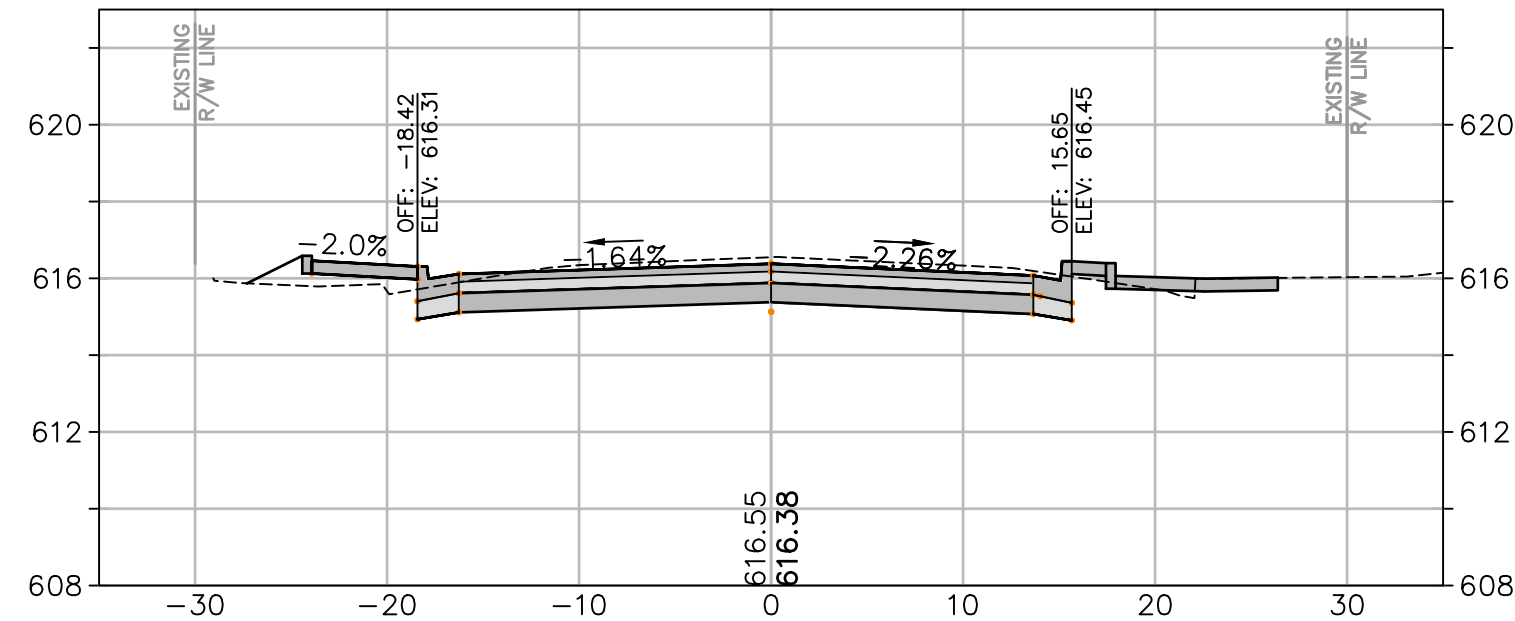
CITY OF UKIAH CALIFORNIA
CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08
CROSS SECTIONS
STA. 15+17.03 TO STA. 17+16.36

PROJECT NUMBER
29-4352
DRAWING DATE
APRIL 2020
SHEET NUMBER
21 OF 31

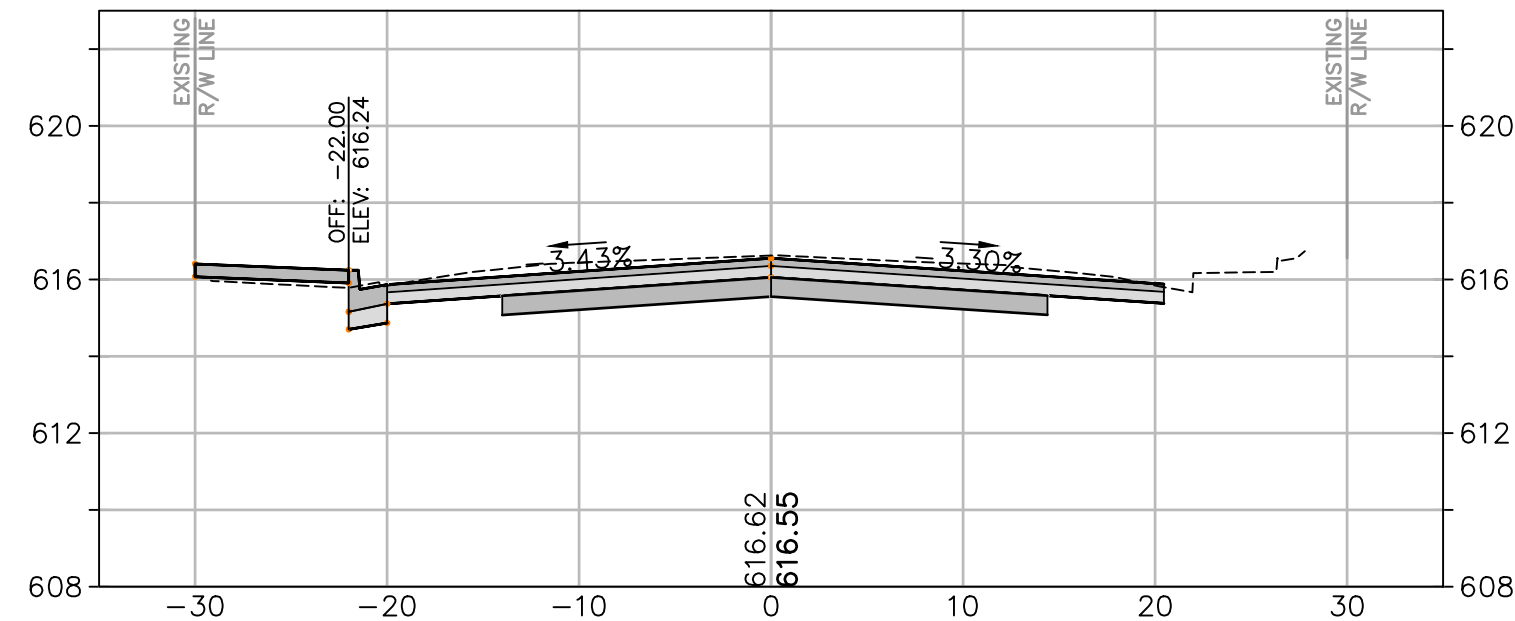
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FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES



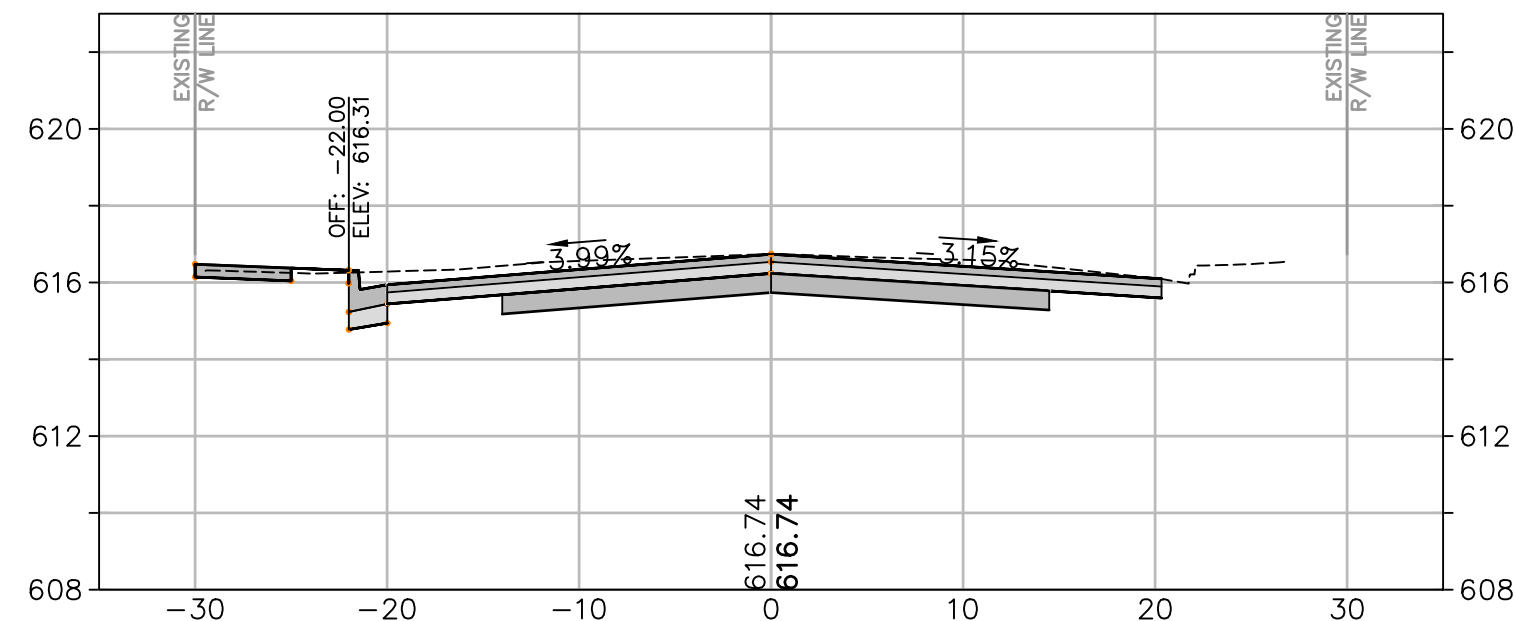
17+75



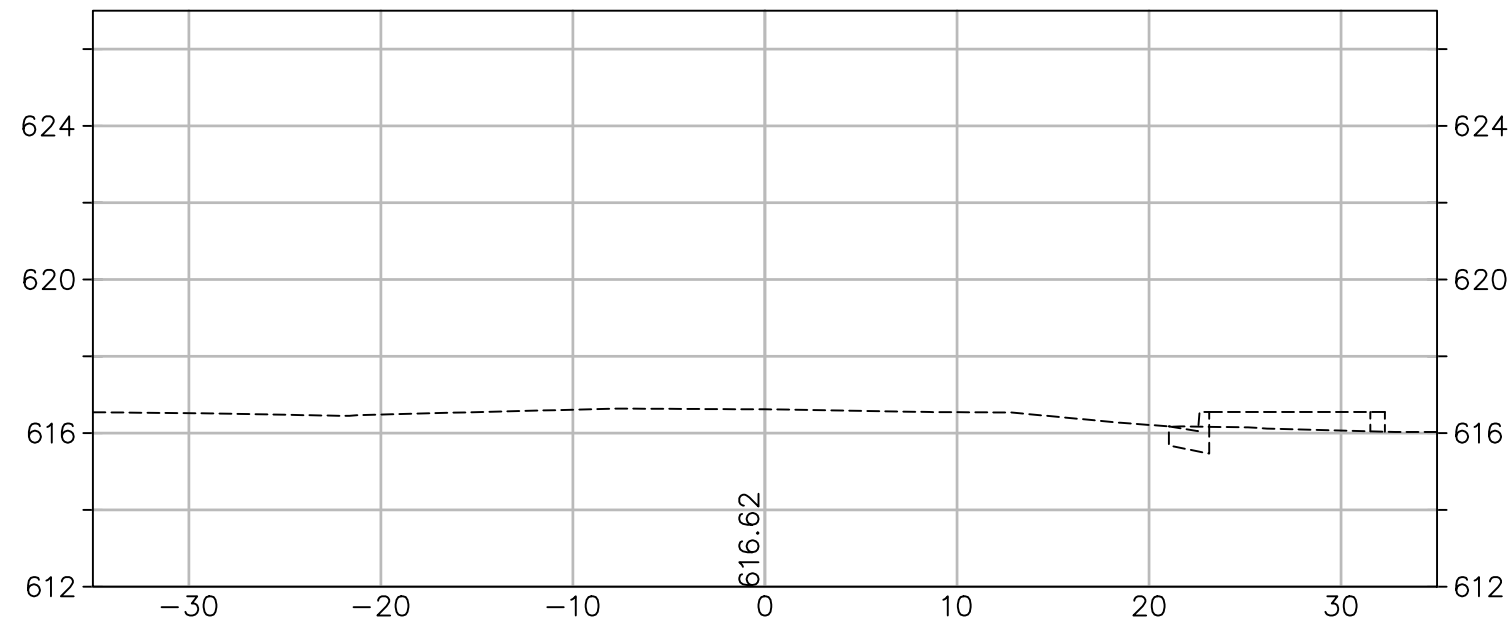
17+68



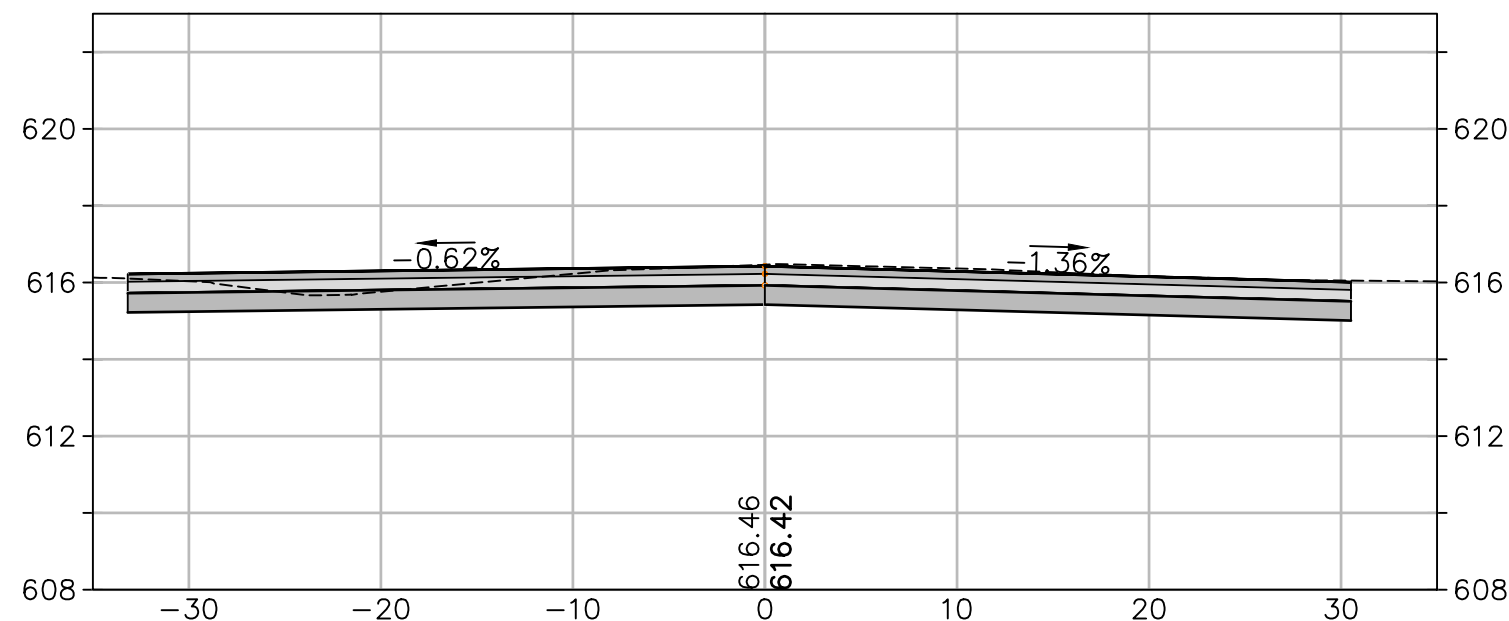
17+50



17+25



18+25



18+00

CROSS SECTION SCALES
HORIZ.: 1" = 10'
VERT.: 1" = 5'

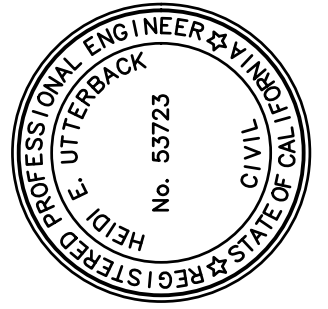
CITY OF UKIAH
CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08
CALIFORNIA

CROSS SECTIONS
STA. 17+25 TO STA. 18+25

PROJECT NUMBER
29-4352
DRAWING DATE
APRIL 2020
SHEET NUMBER
22 OF 31


Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005

PREPARED UNDER THE DIRECTION OF
HEIDI E. UTTERBACK, RCE 53723 DATE 4/23/2020
DESIGNED BY WJK
DRAWN BY WJK
REVIEWED BY HEU

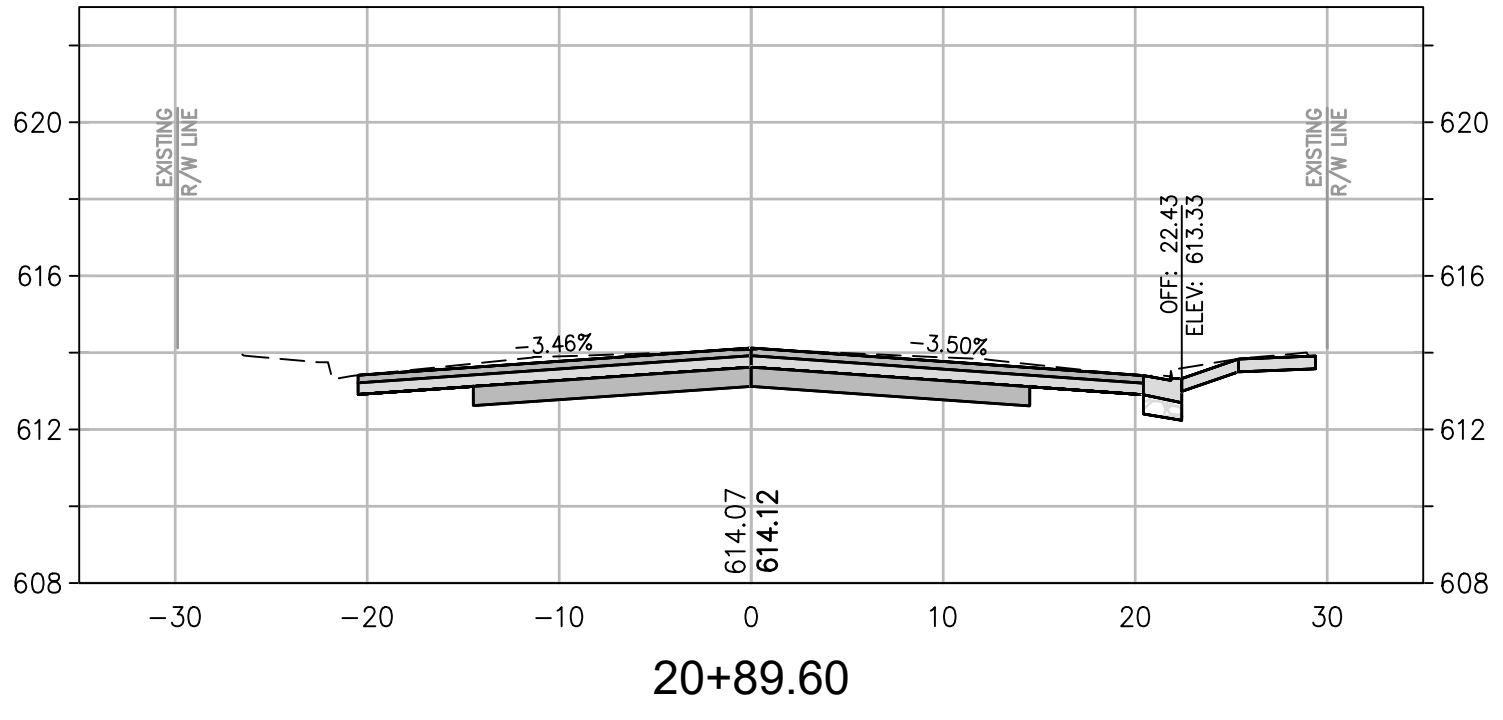
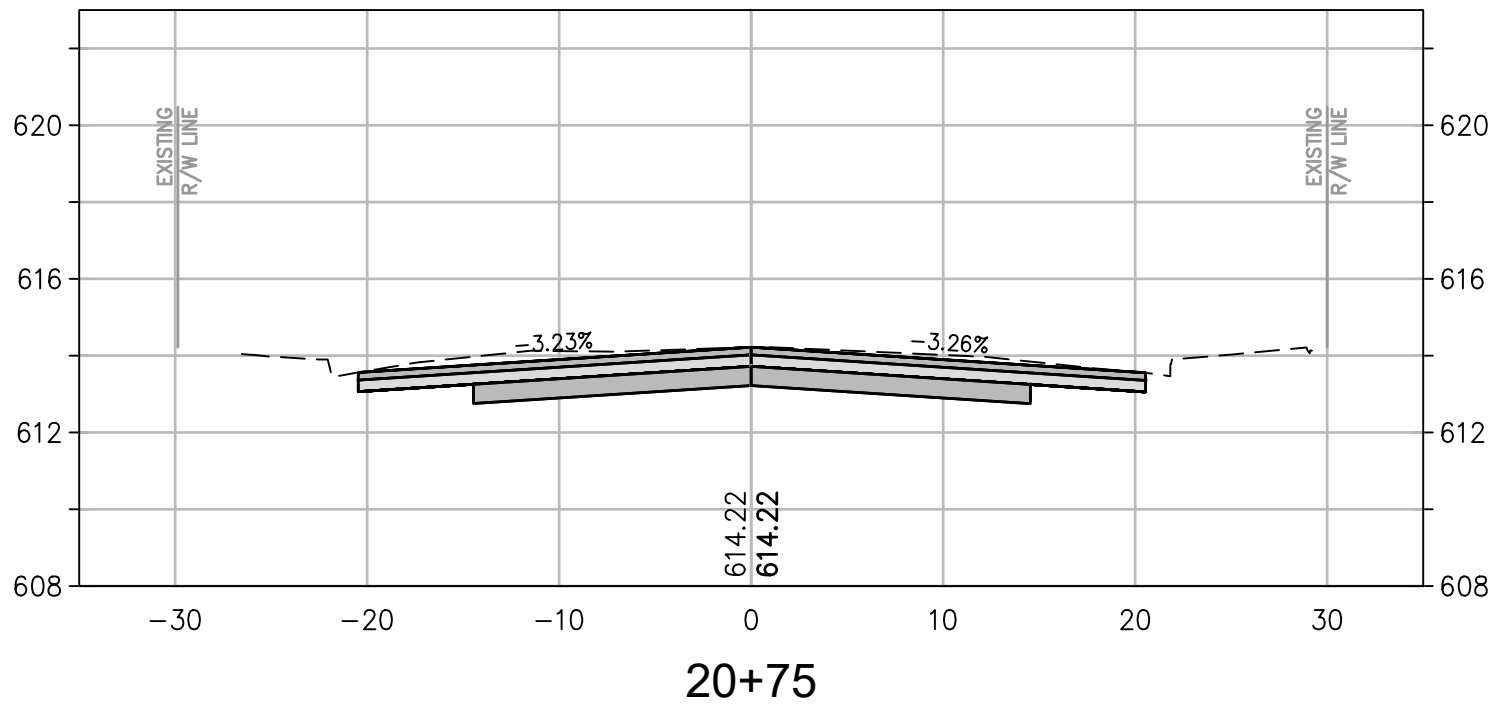
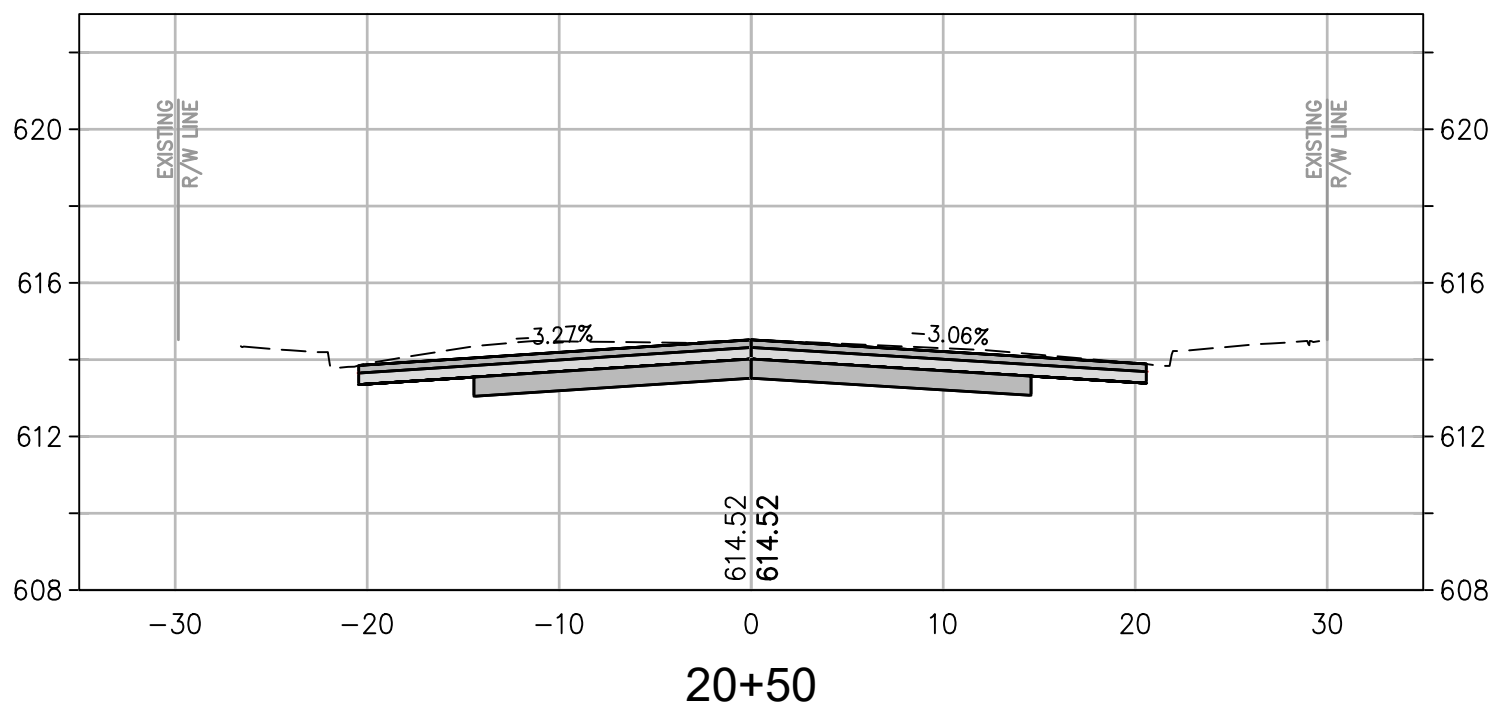
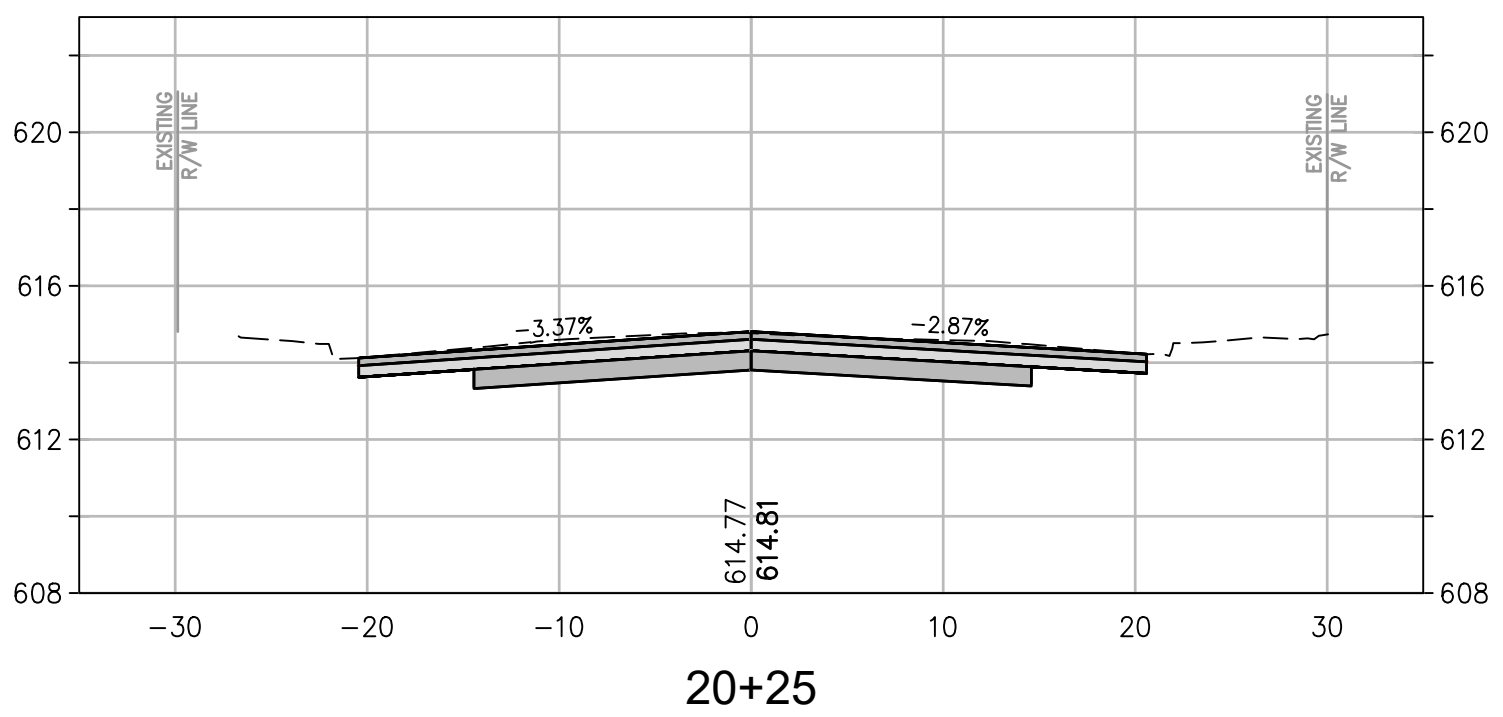
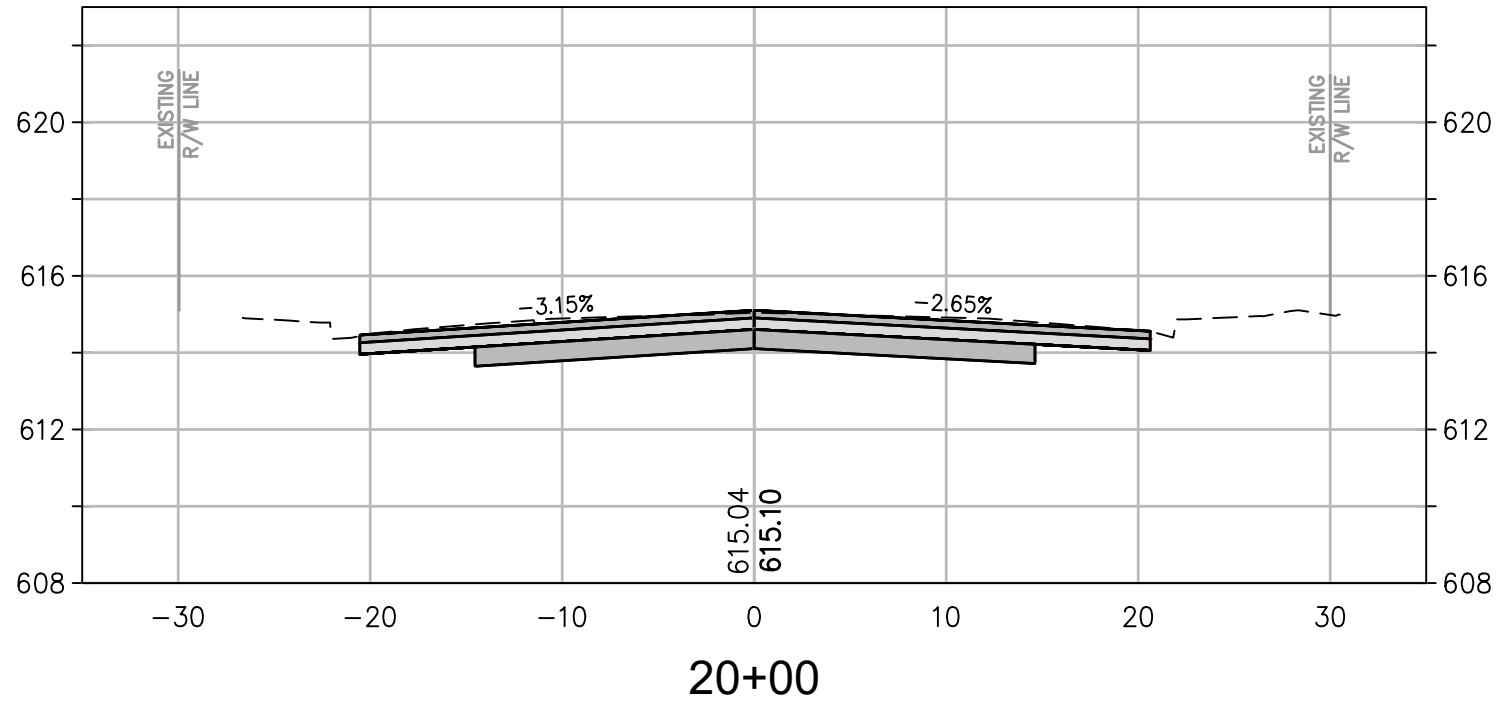
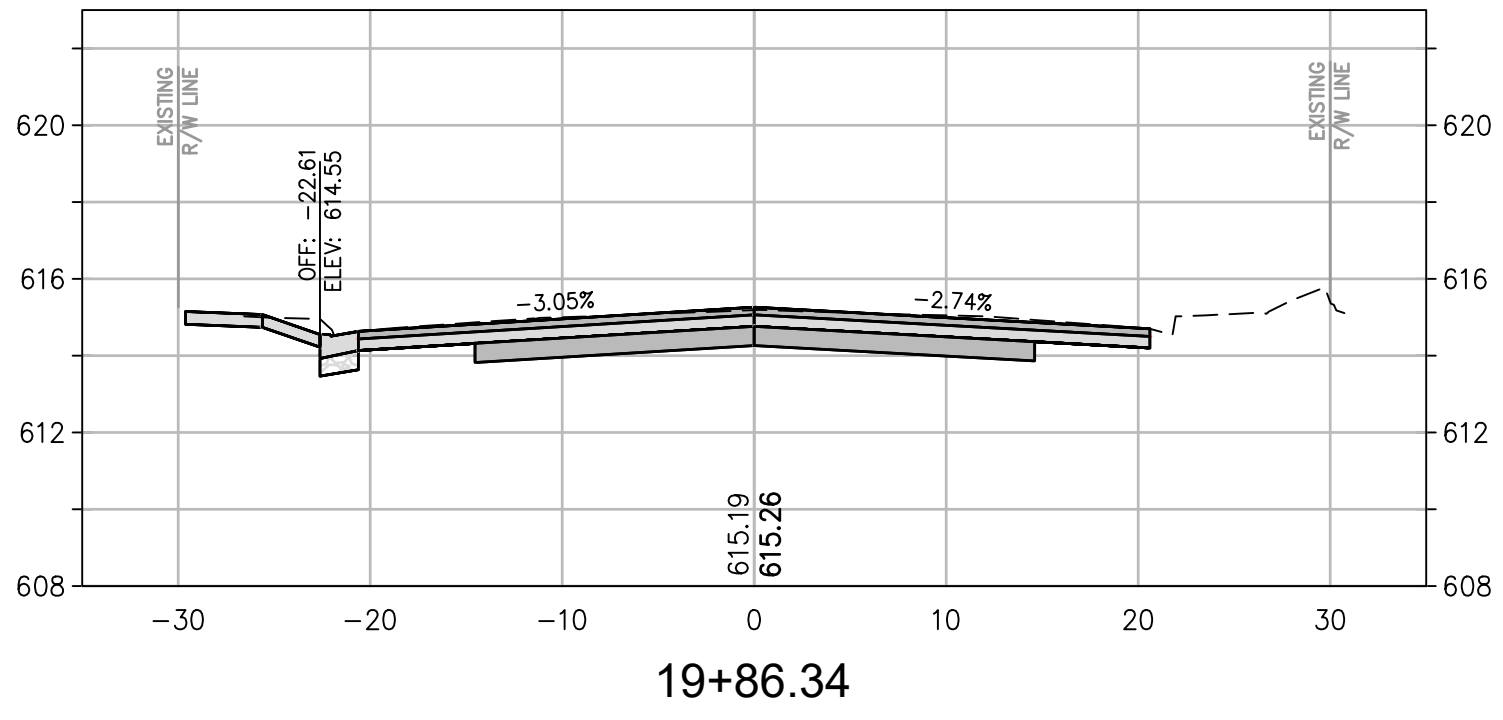
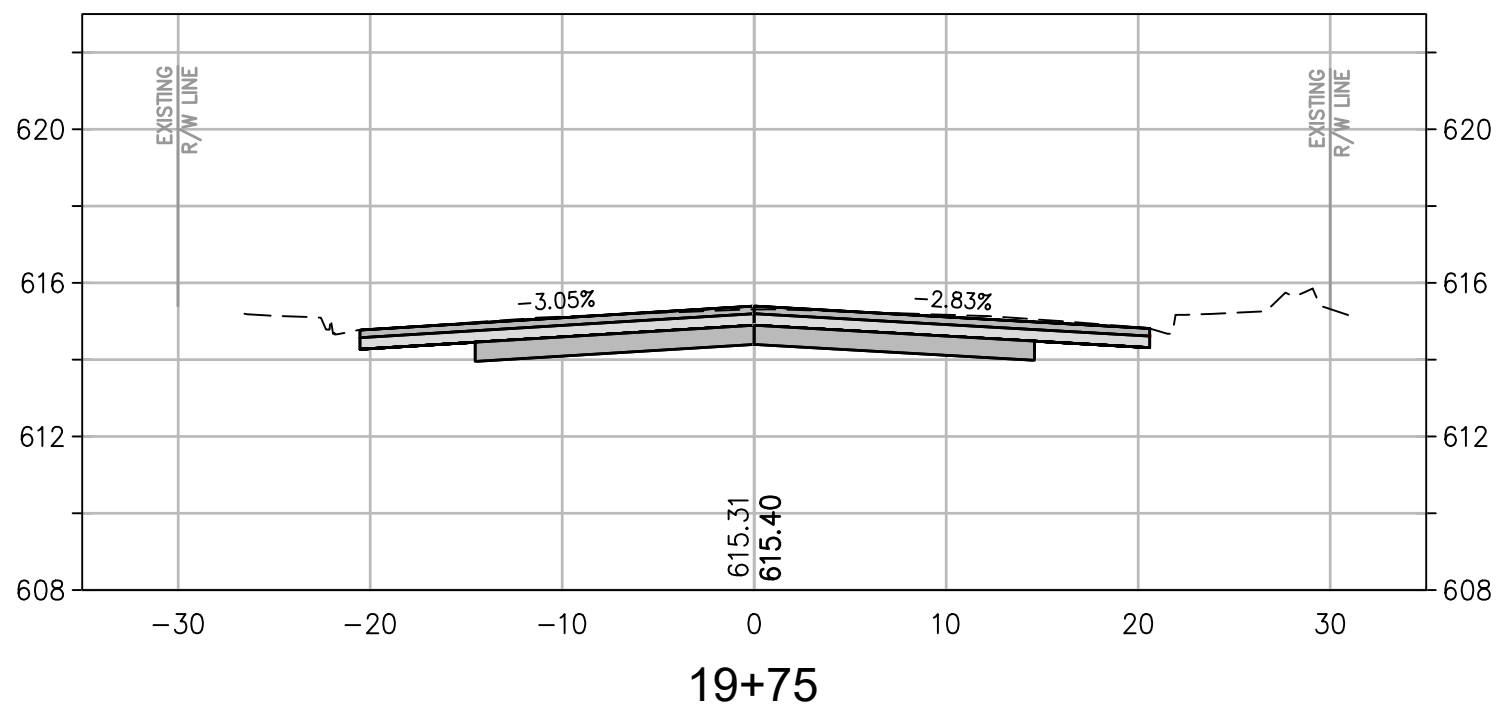
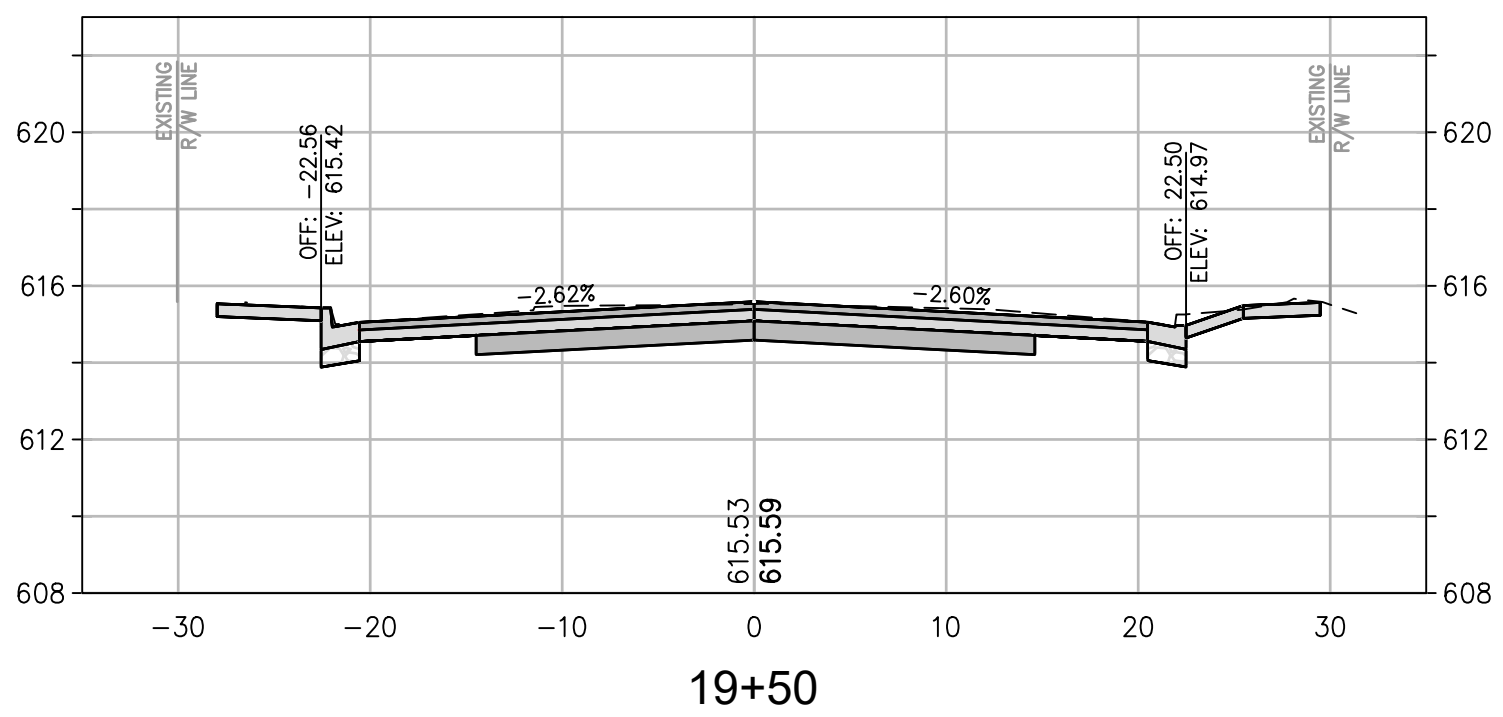
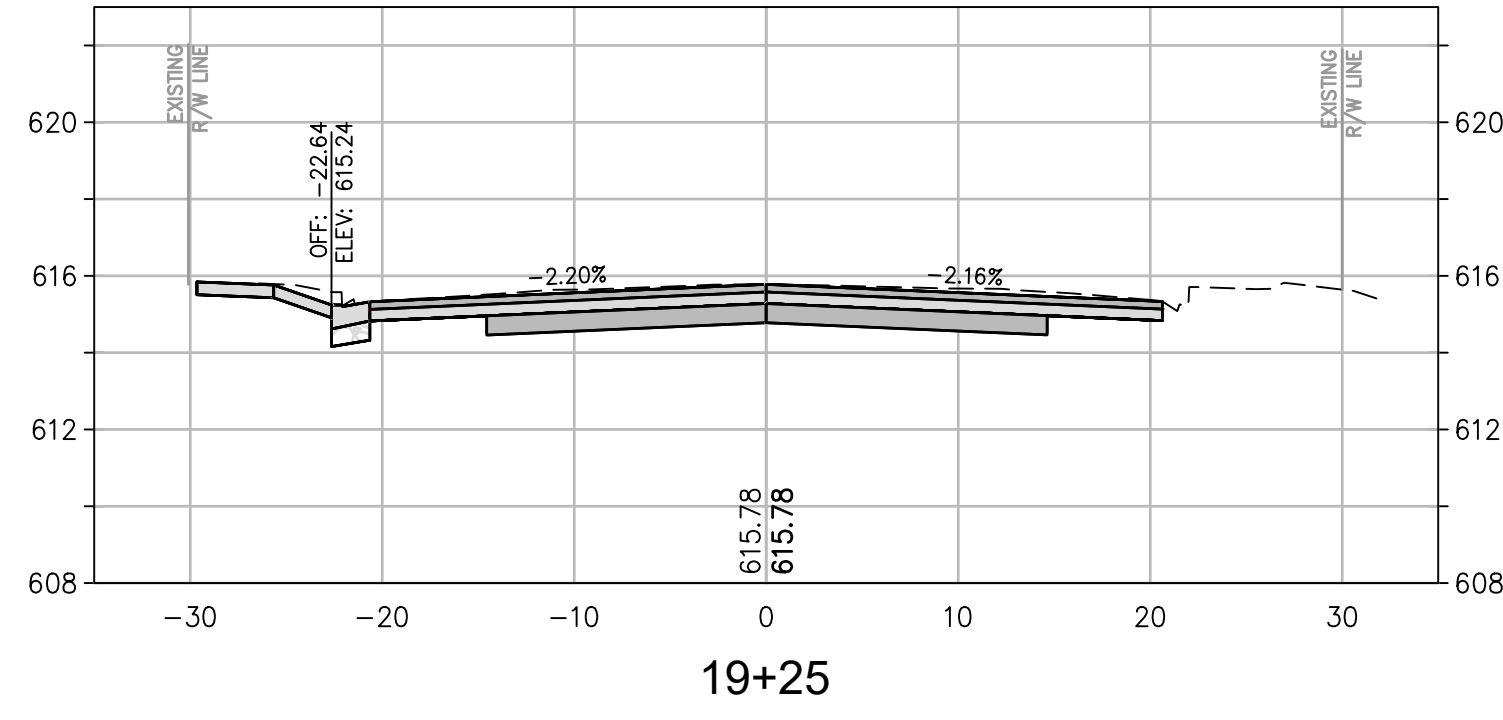
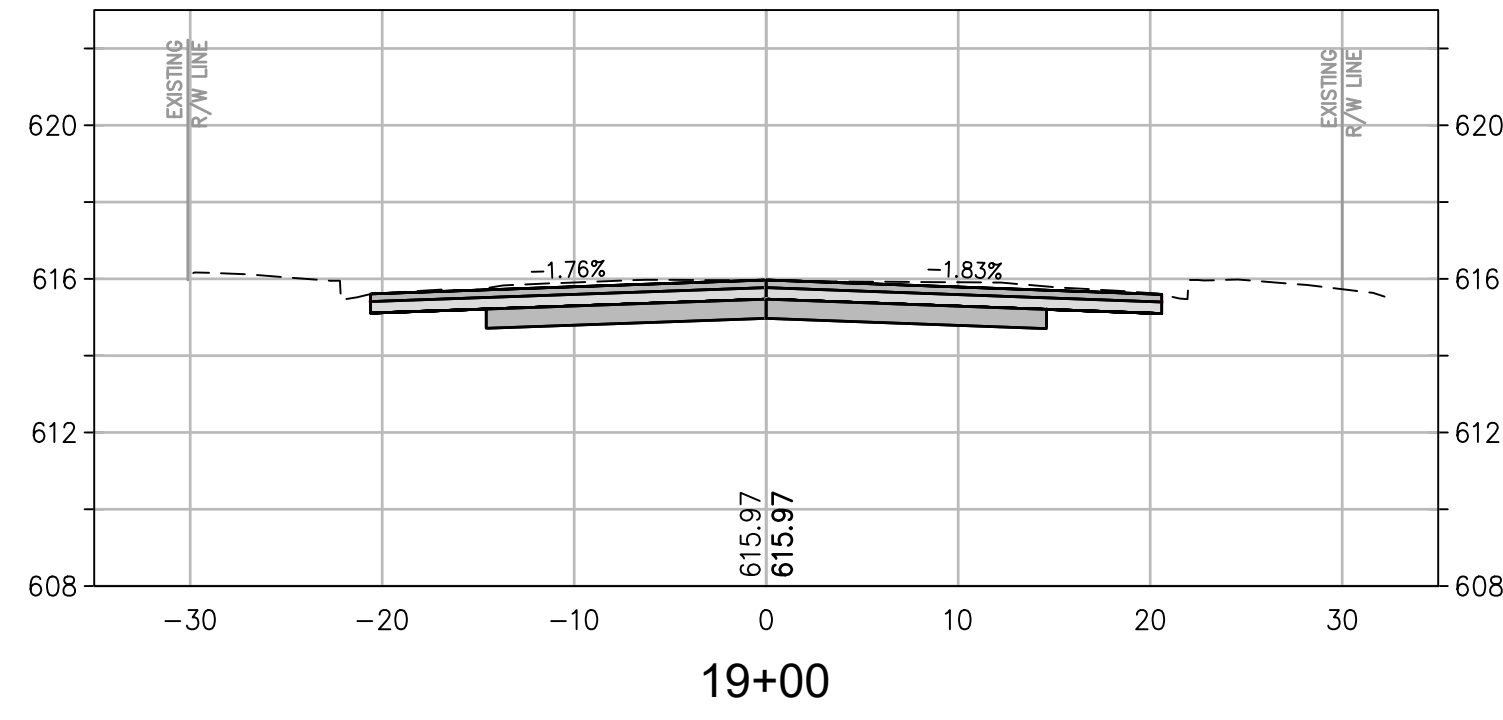
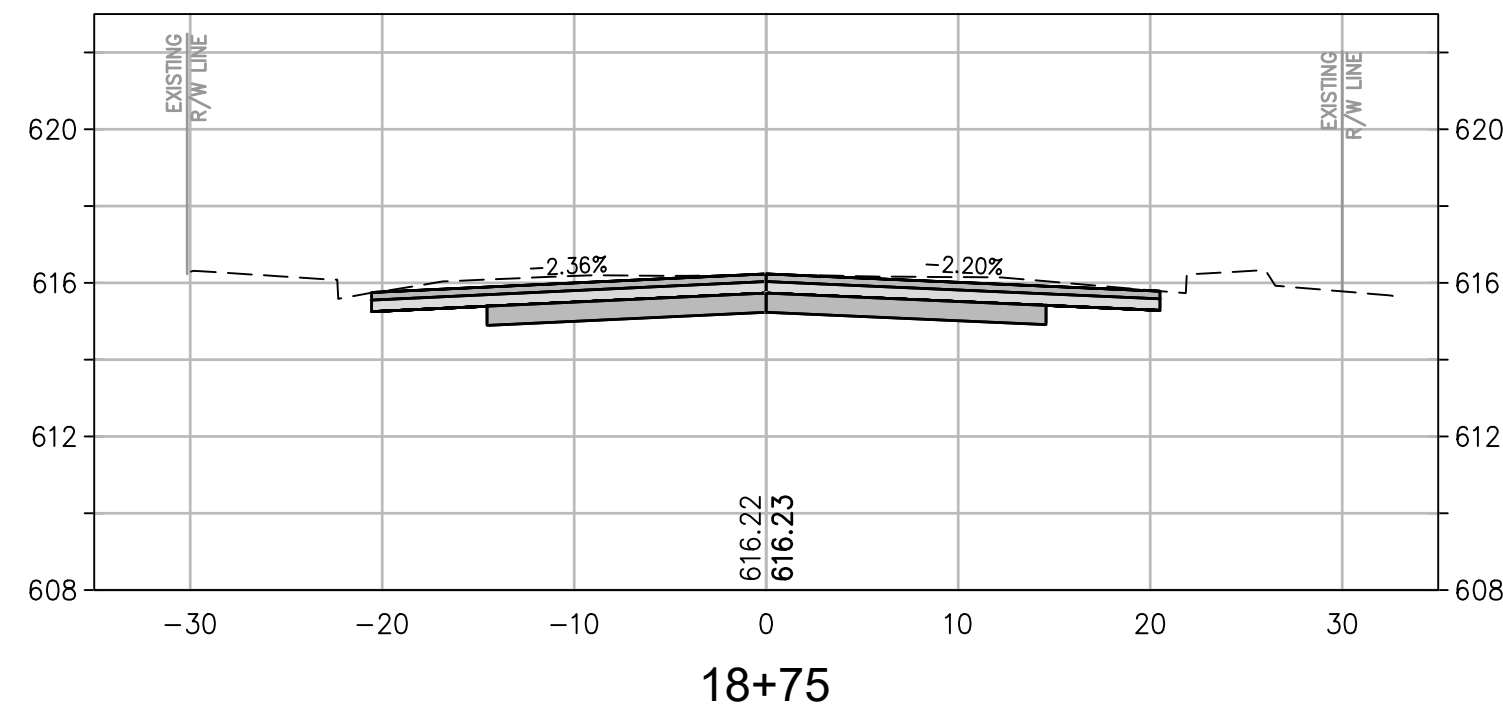
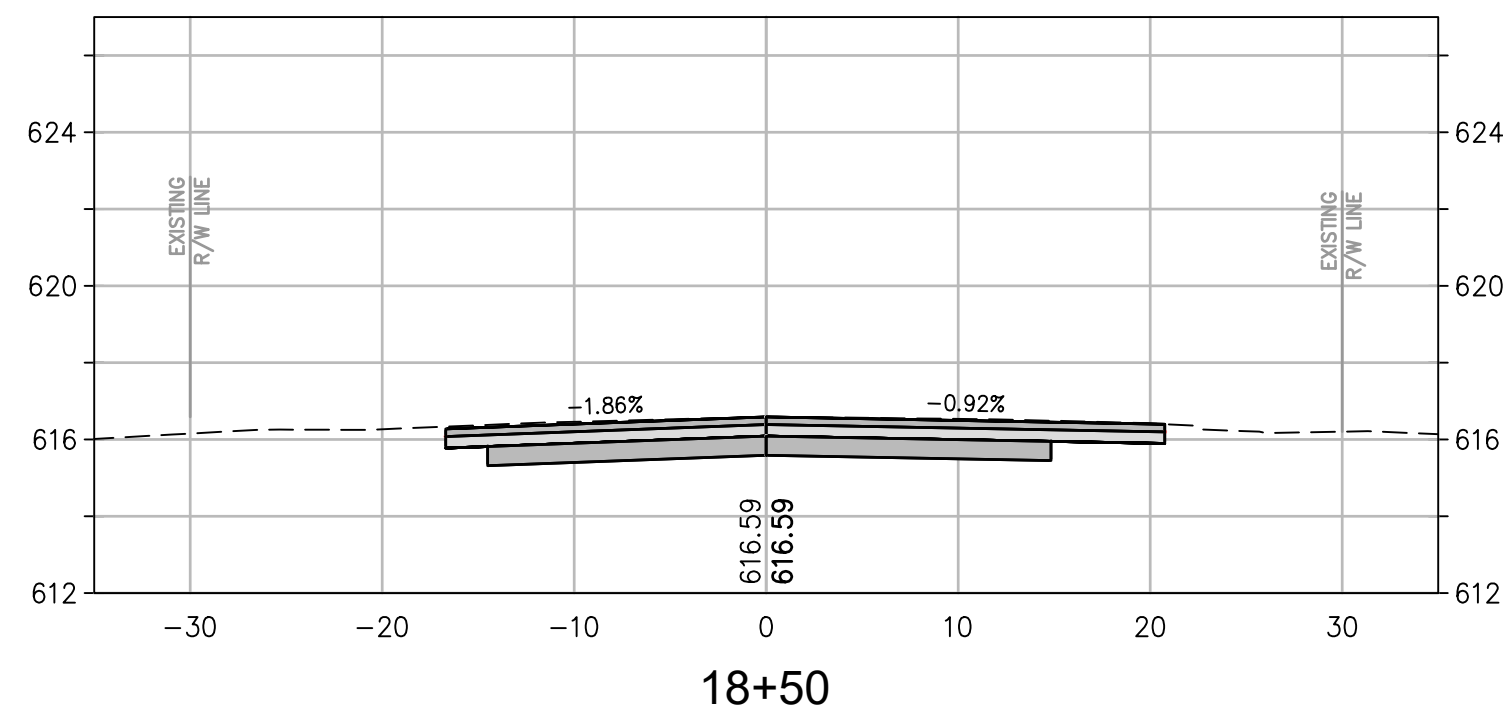


Xrefs: CCE-ENGINEERS STAMPS-PLAN.dwg; 294352-clara_sp-PH2.dwg; 294352-clara_PP-RAMP-PH2.dwg
images: Heidi_signature-usa.jpg
Print: P:\Civil_3D\Projects\294352 CLARA PHASE 2\DWG\294352_XS-3D-CLARA-PH2 (E).dwg Layout: Name: Layout23 Plot Date: Apr 23, 2020 at 02:48 pm

FOR REDUCED PLANS, THE 0
ORIGINAL SCALE IS IN INCHES

3
2
1

ORIGINAL PLOT DATE:



CROSS SECTION SCALES
HORIZ.: 1" = 10'
VERT.: 1" = 5'

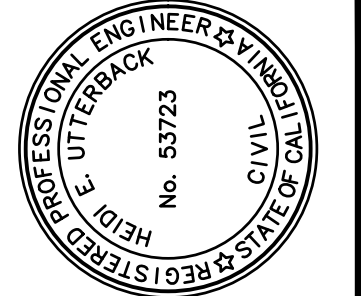
CITY OF UKIAH CALIFORNIA

CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08

Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005

PREPARED UNDER THE DIRECTION OF

HEIDI E. UTTERBACK, RCE 53723 DATE 4/23/2020
DESIGNED BY WJK DRAWN BY WJK REVIEWED BY HEU



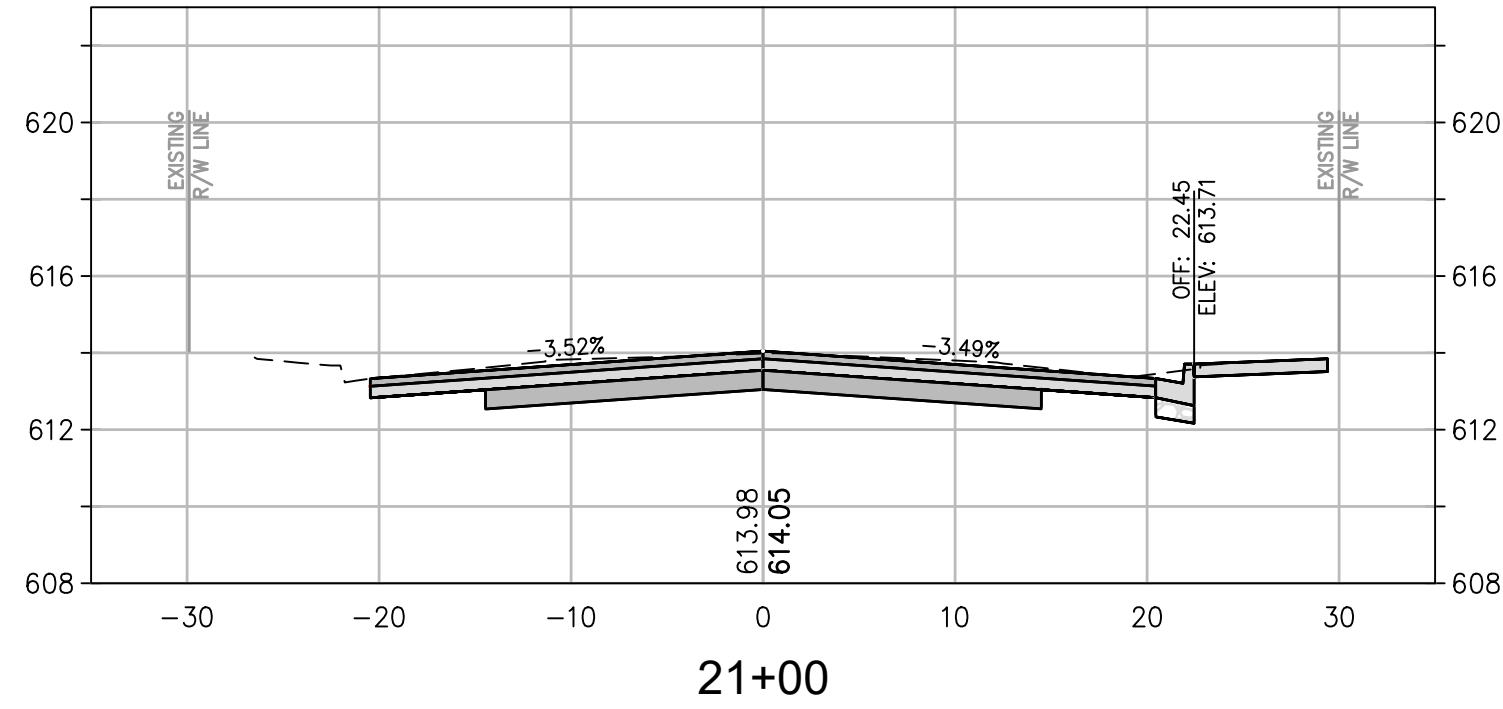
PROJECT NUMBER 29-4352
DRAWING DATE APRIL 2020
SHEET NUMBER 23 OF 31

CROSS SECTIONS
STA. 18+50 TO STA. 20+89.64

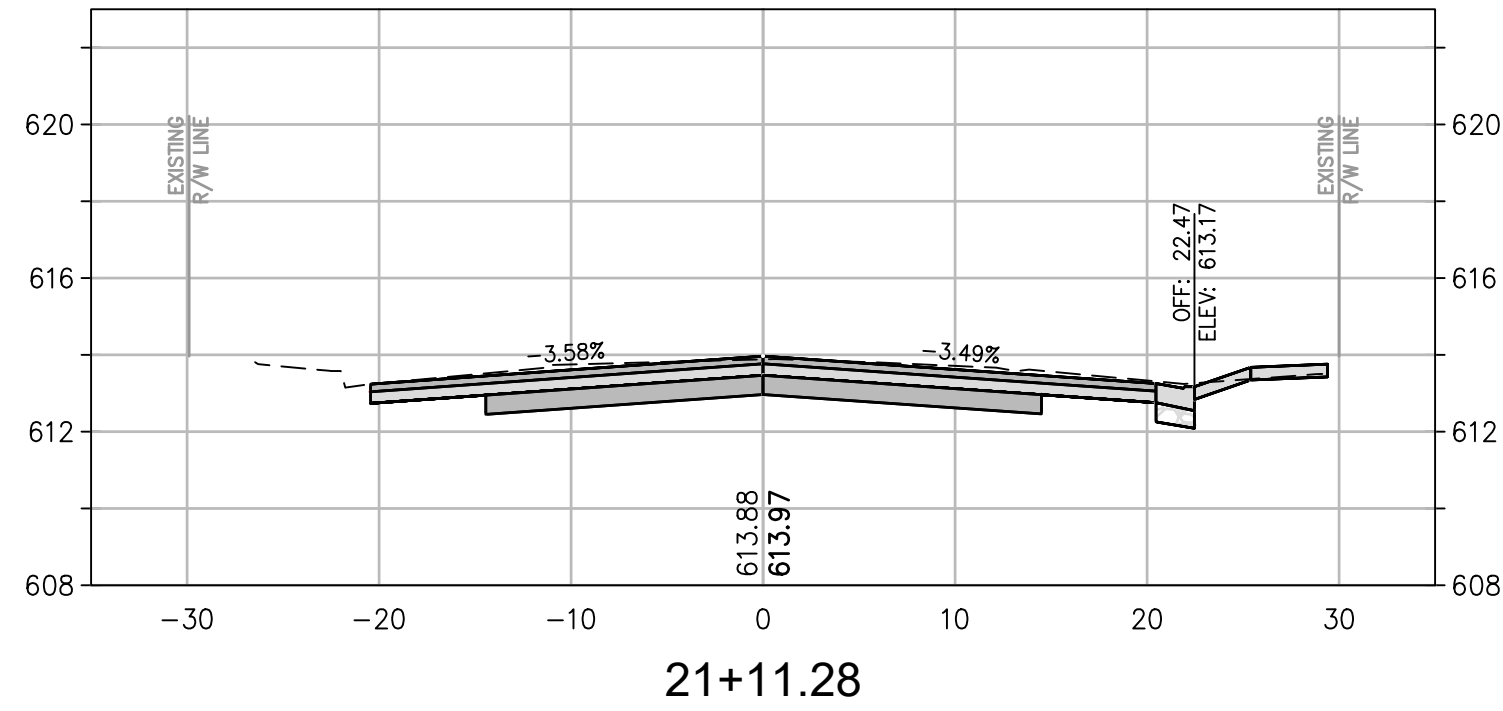
Xrefs: CCE-ENGINEERS STAMPS-PLAN.dwg; 294352-clara_sp-RP2.dwg; 294352-clara_RR-RAMP-RP2.dwg
images: Heidi signature-usa.jpg
Print: F:\Civil_3D\Projects\294352 CLARA PHASE 2\DWG\294352_XS-3D-CLARA-RP2 (E).dwg Layout Name: Layout24 Plot Date: Apr 23, 2020 at 02:48 pm

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

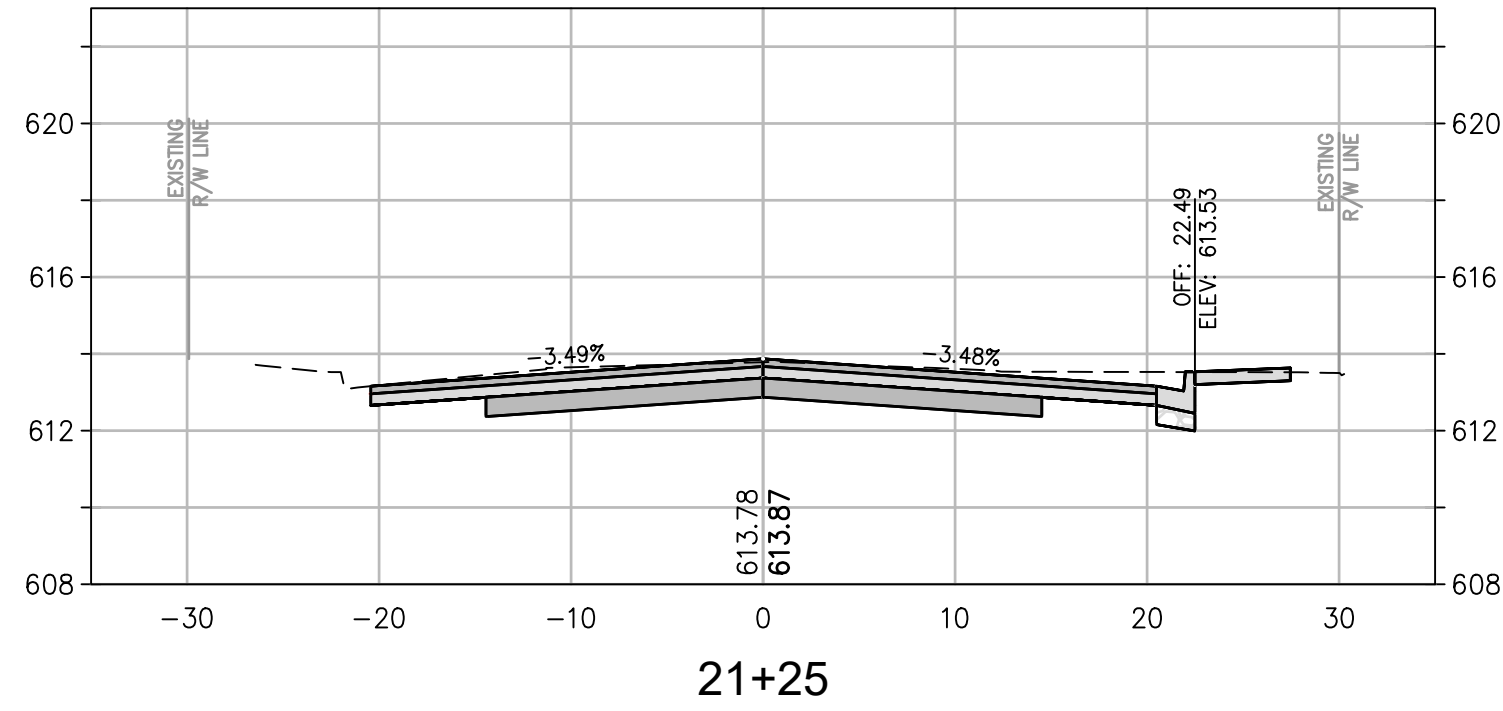
ORIGINAL PLOT DATE:



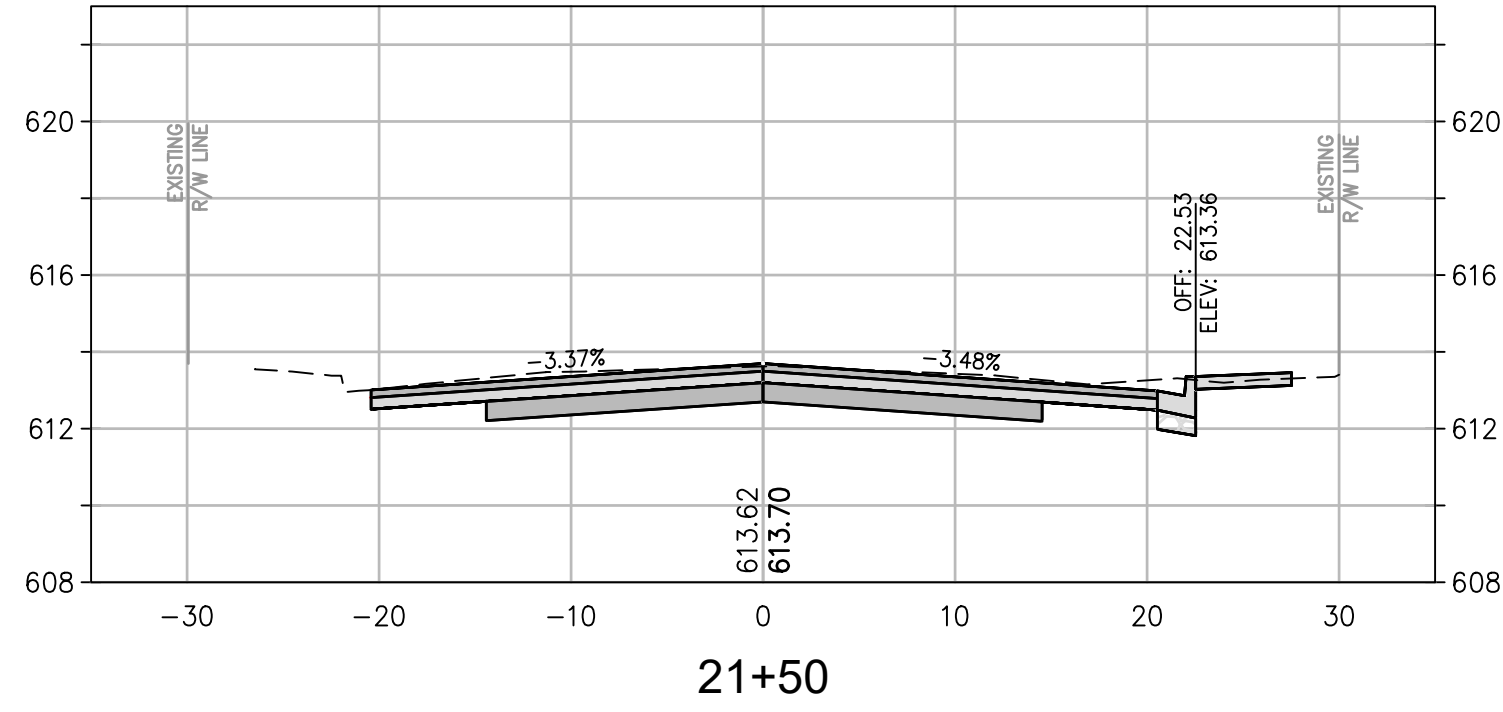
21+00



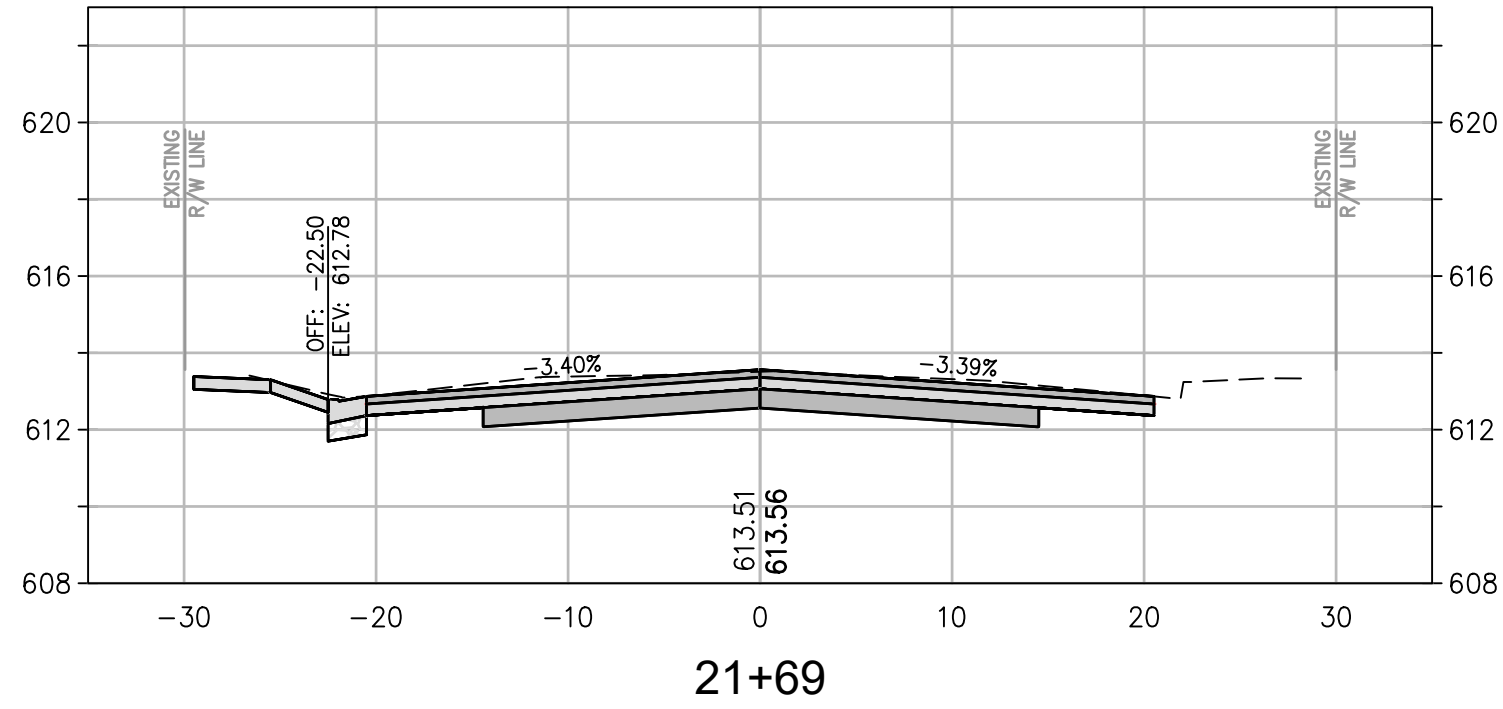
21+11.28



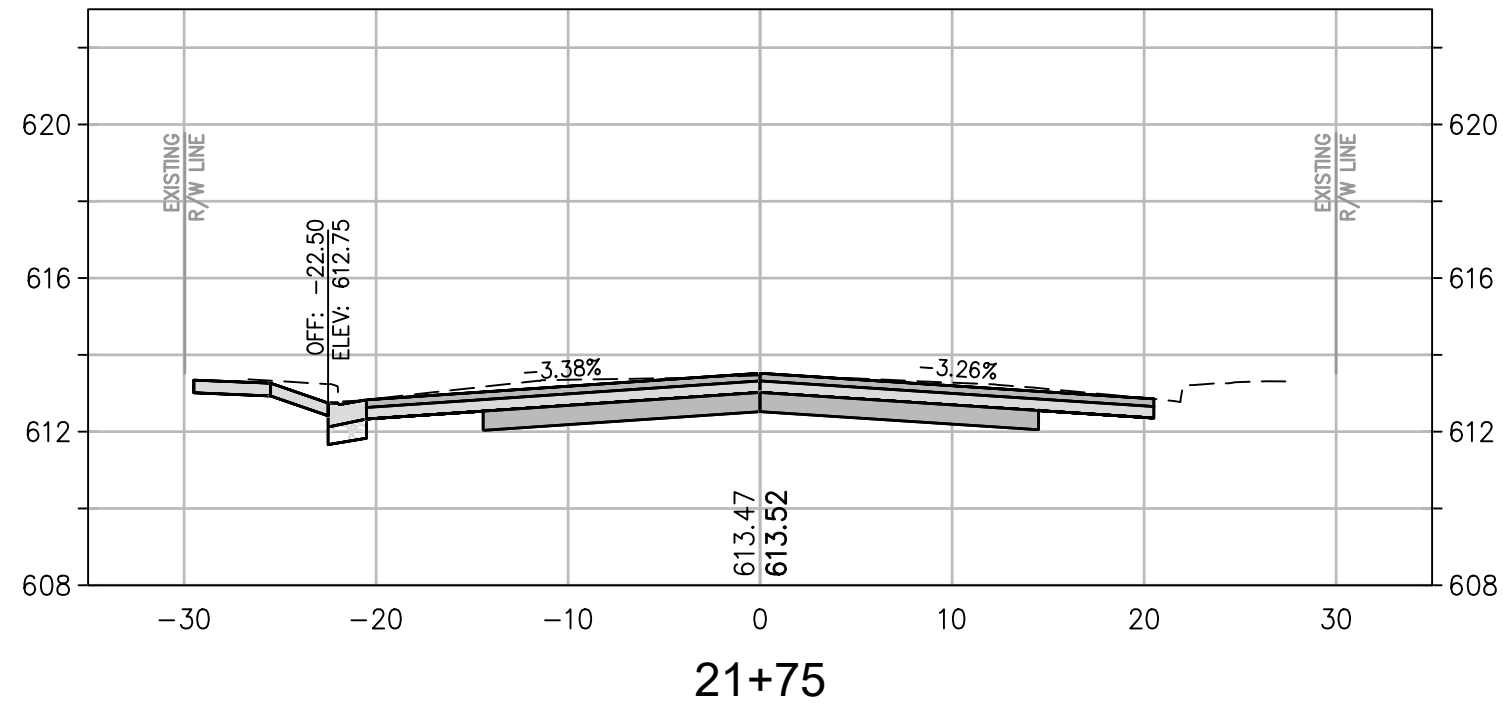
21+25



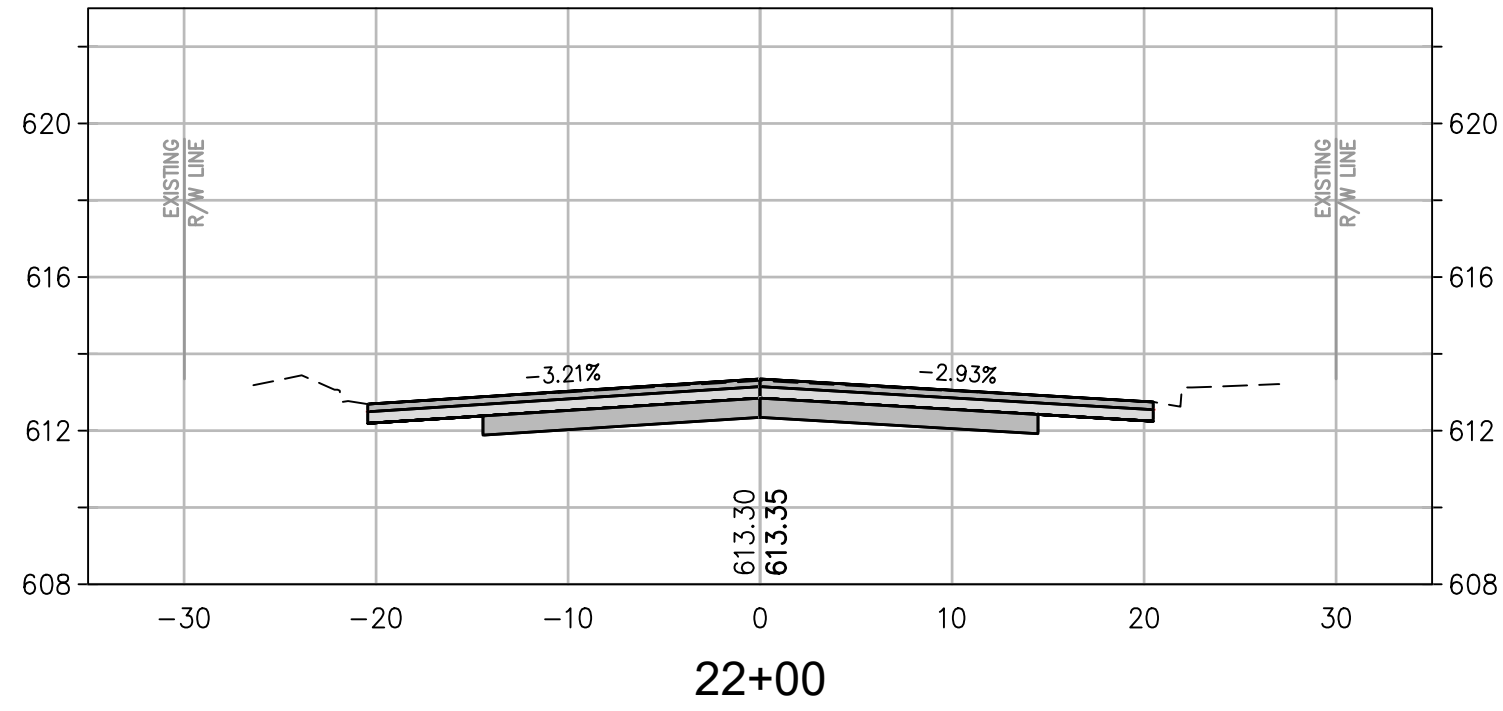
21+50



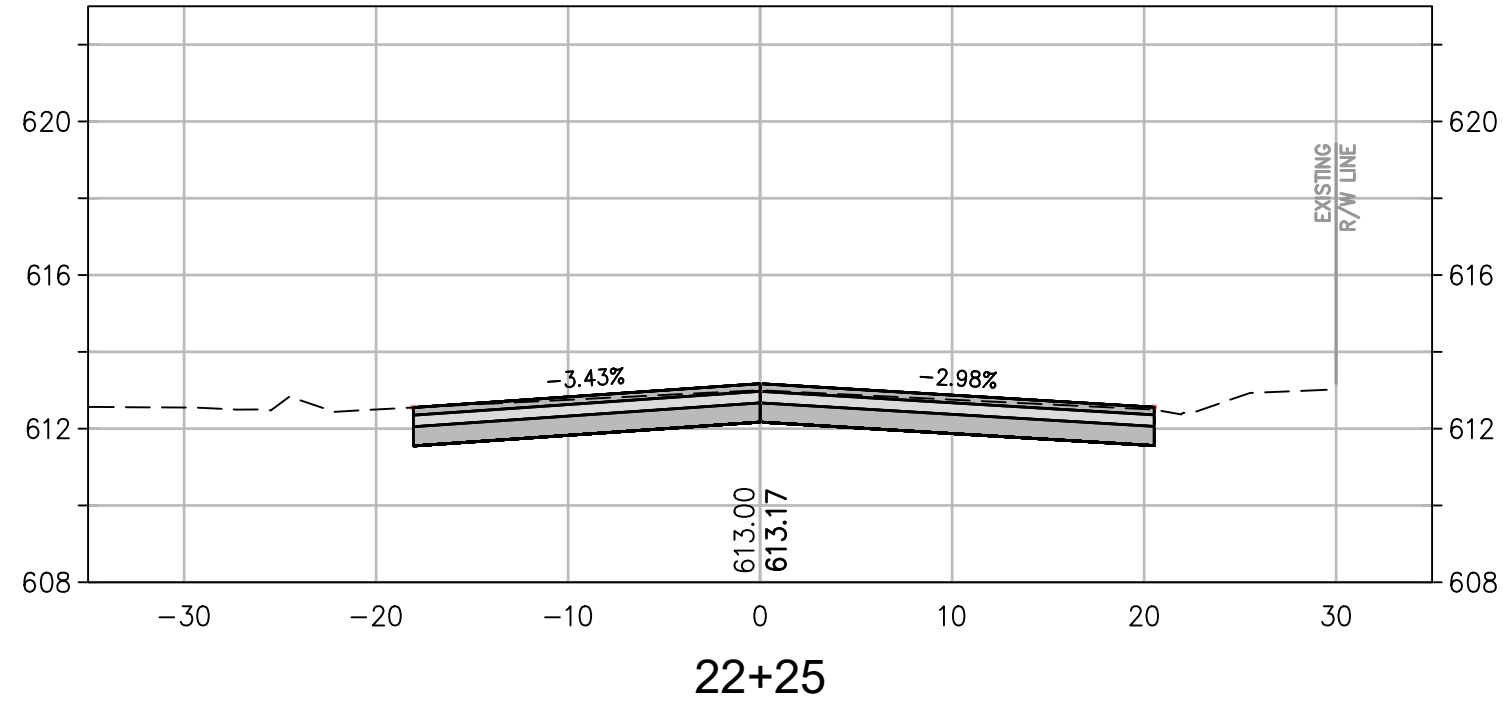
21+69



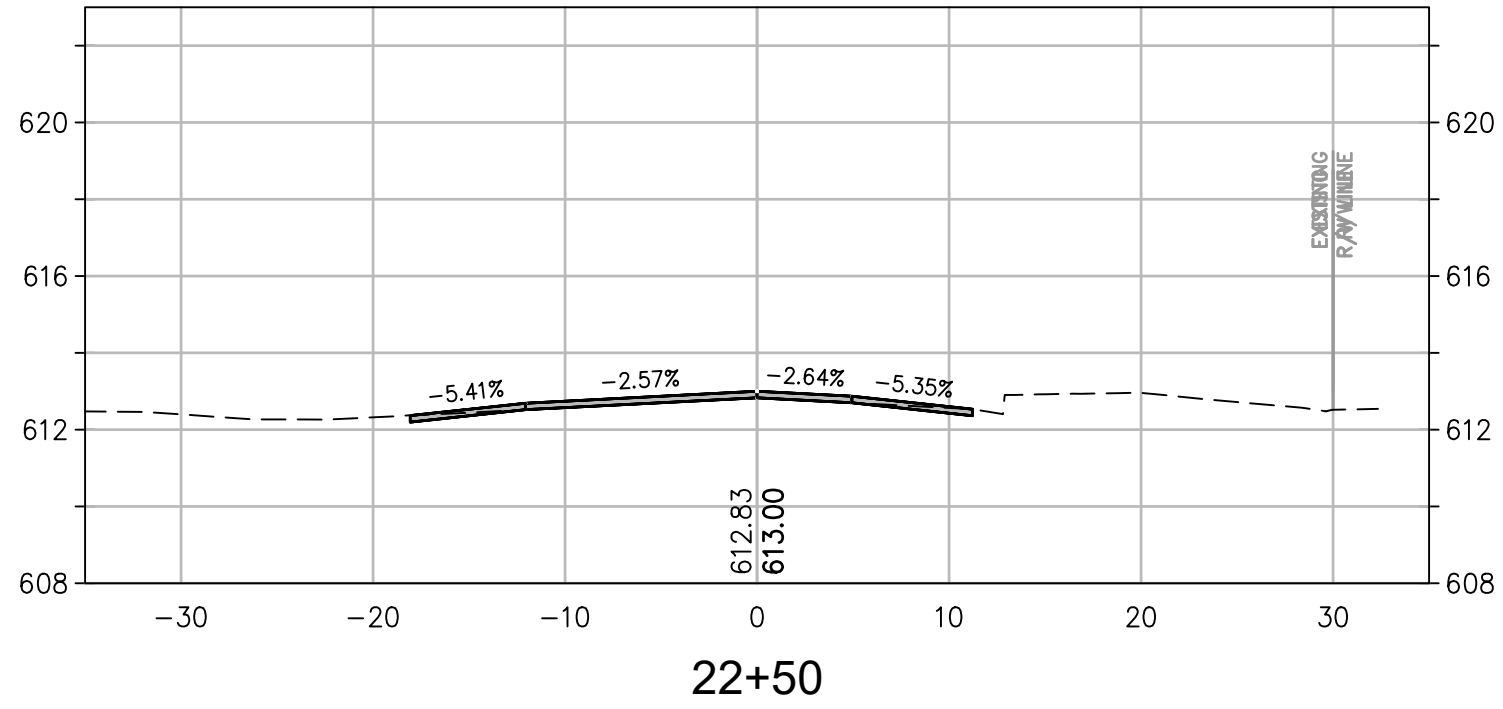
21+75



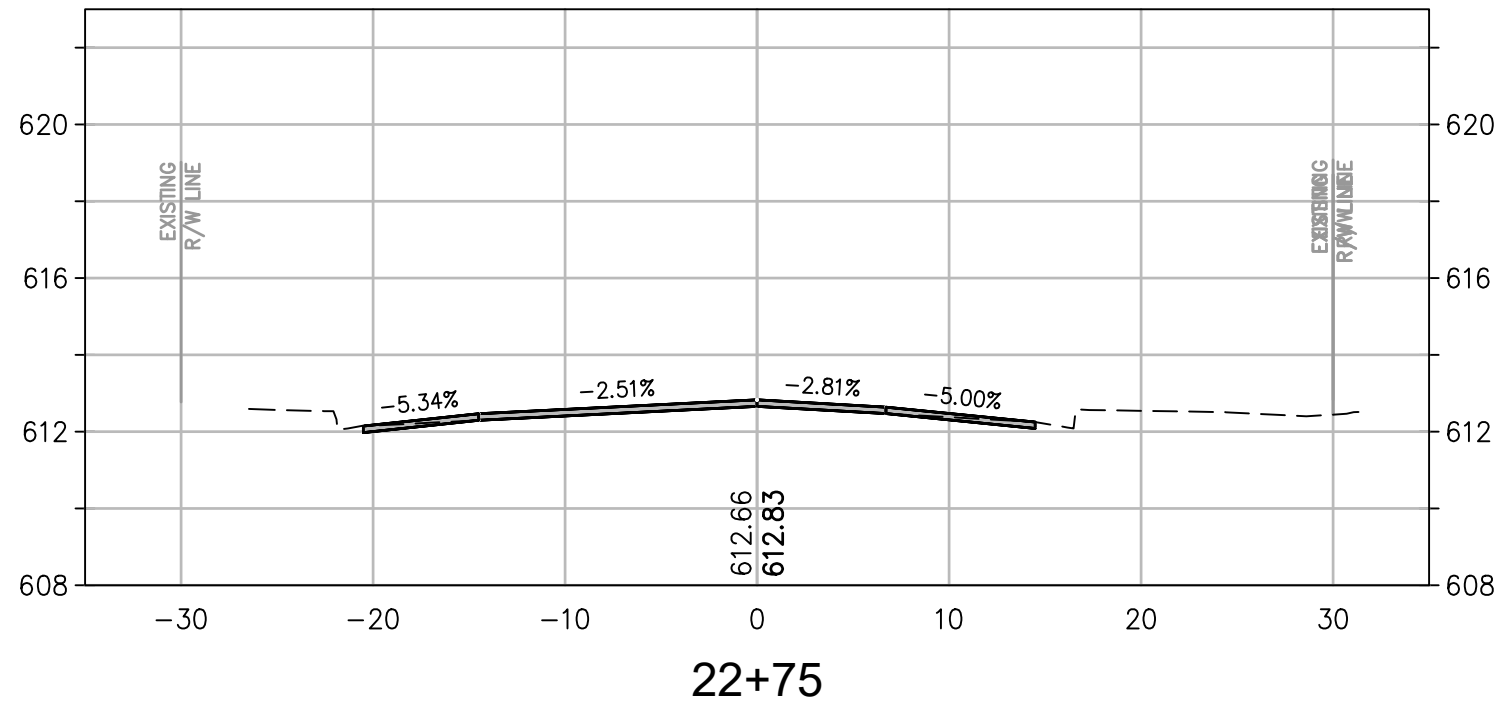
22+00



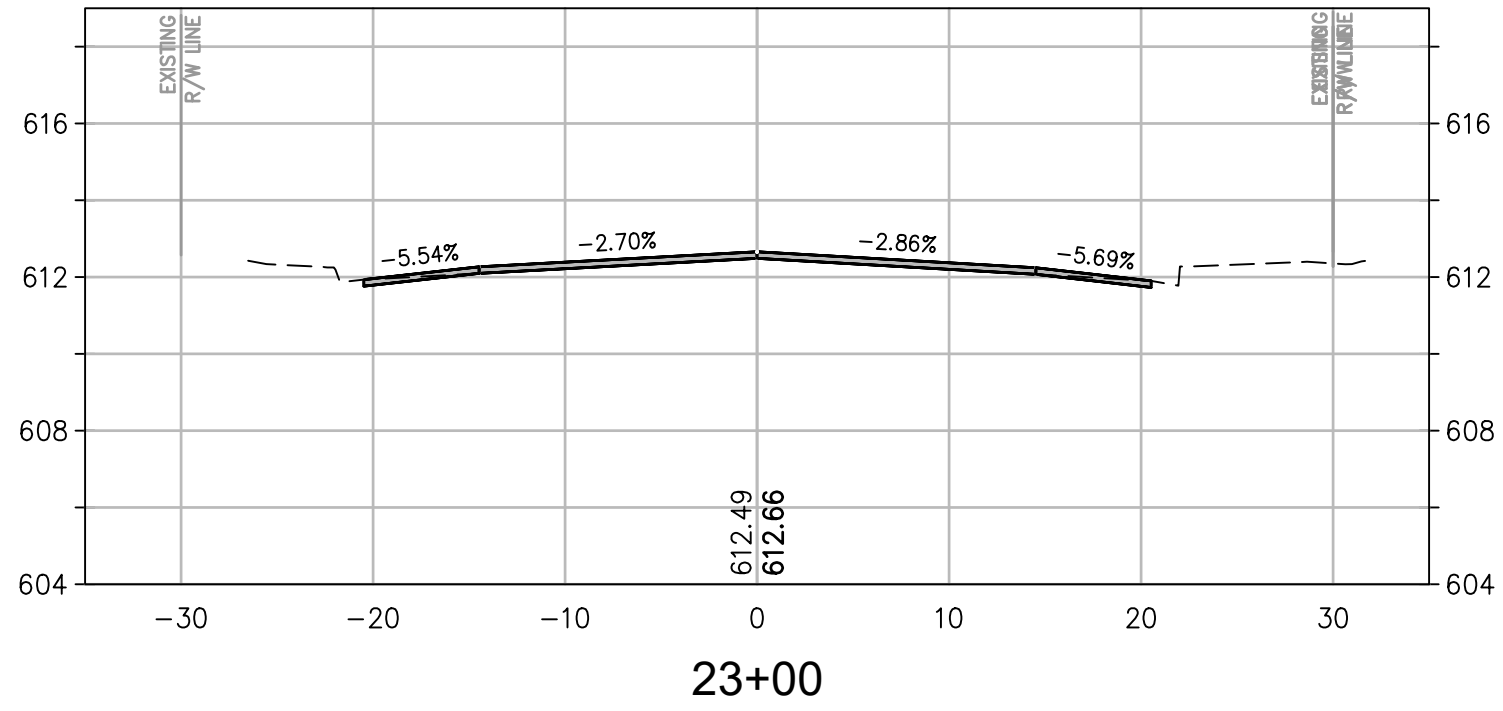
22+25



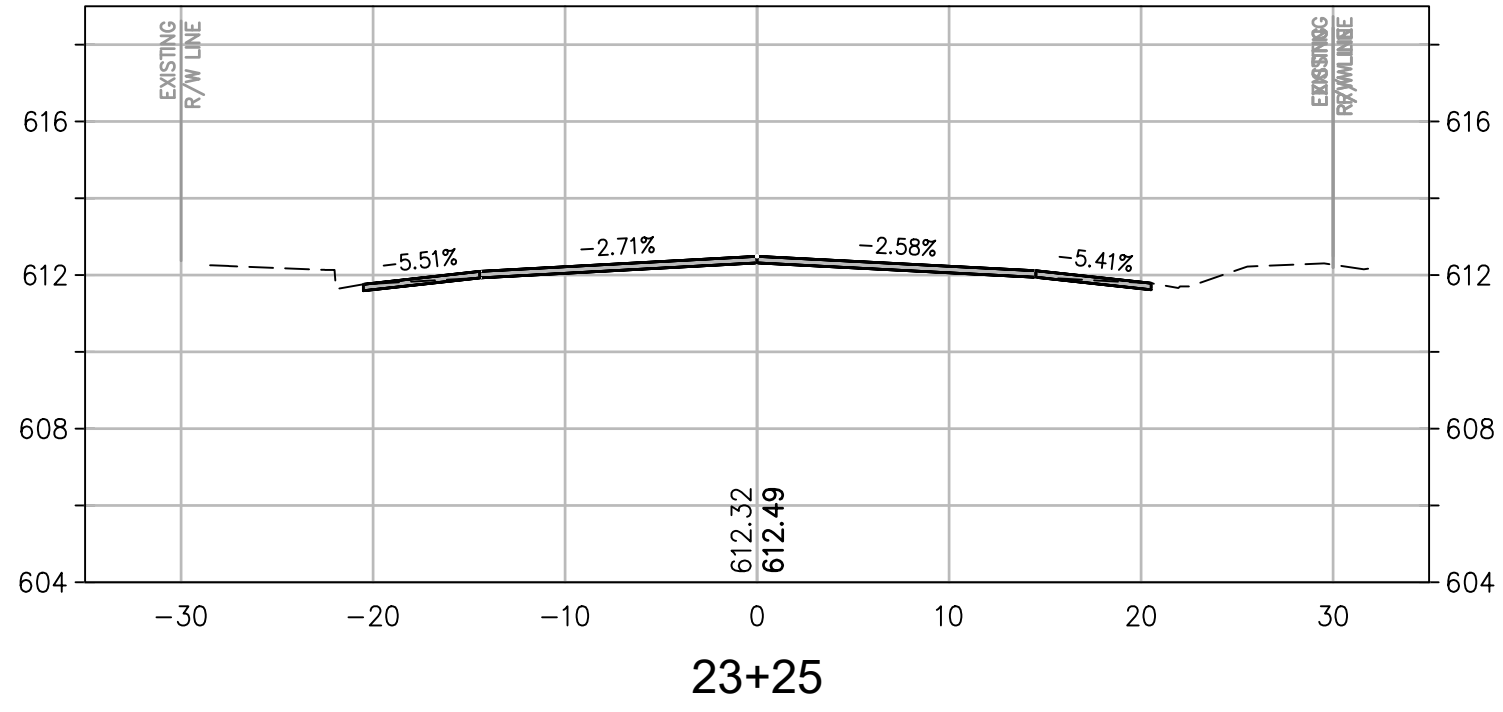
22+50



22+75



23+00



23+25

CROSS SECTION SCALES
HORIZ.: 1" = 10'
VERT.: 1" = 5'

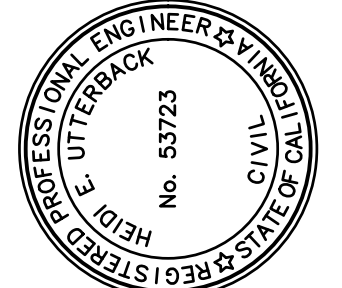
CITY OF UKIAH CALIFORNIA

CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08

Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005

PREPARED UNDER THE DIRECTION OF

HEIDI E. UTTERBACK, RCE 53723 DATE 4/23/2020
DESIGNED BY WJK DRAWN BY WJK REVIEWED BY HEU



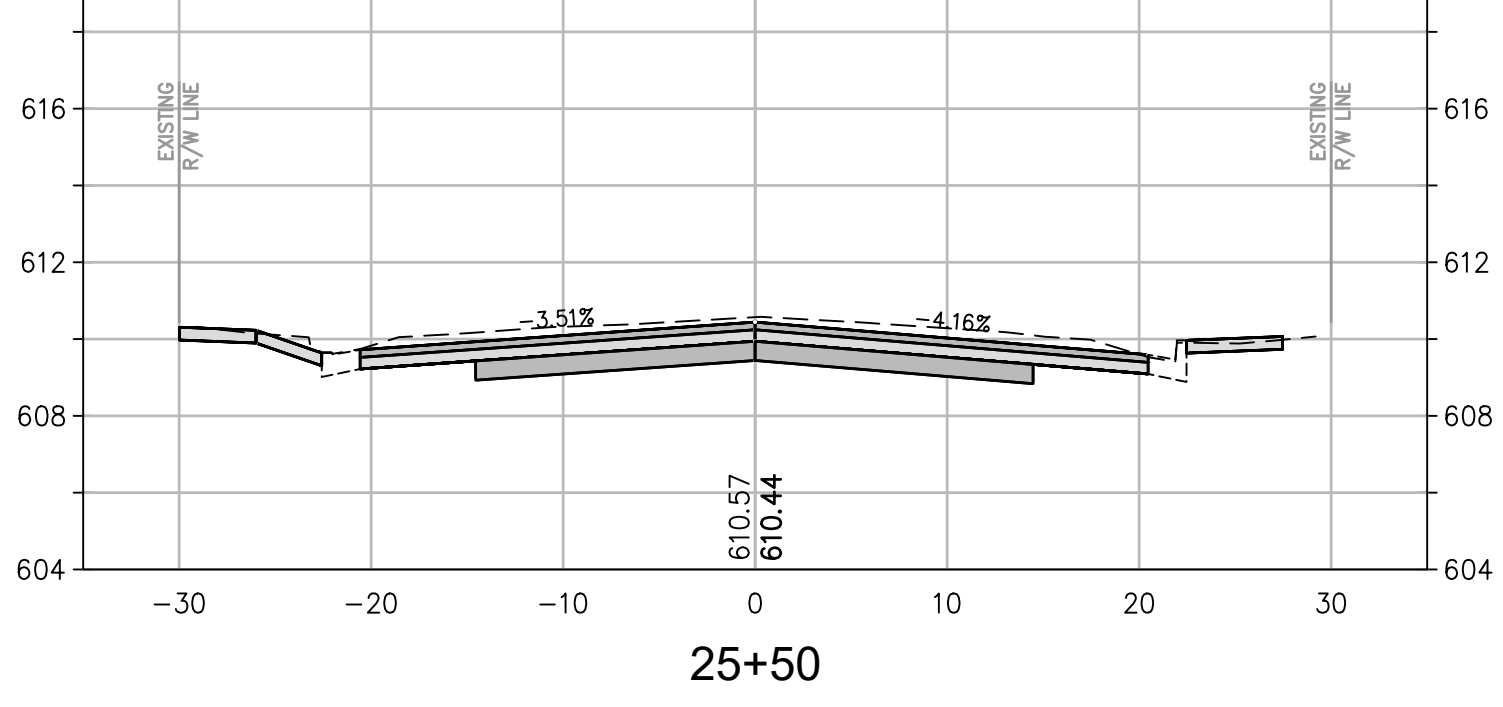
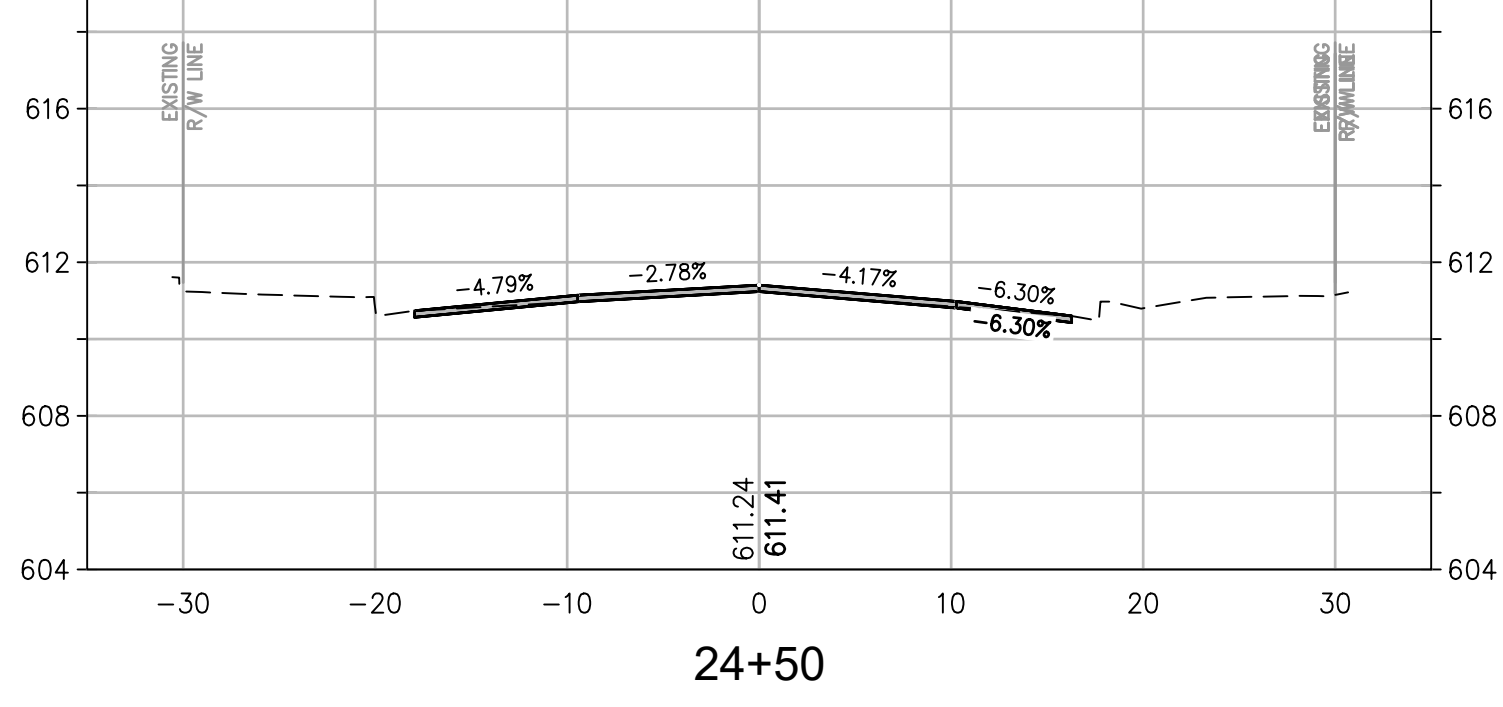
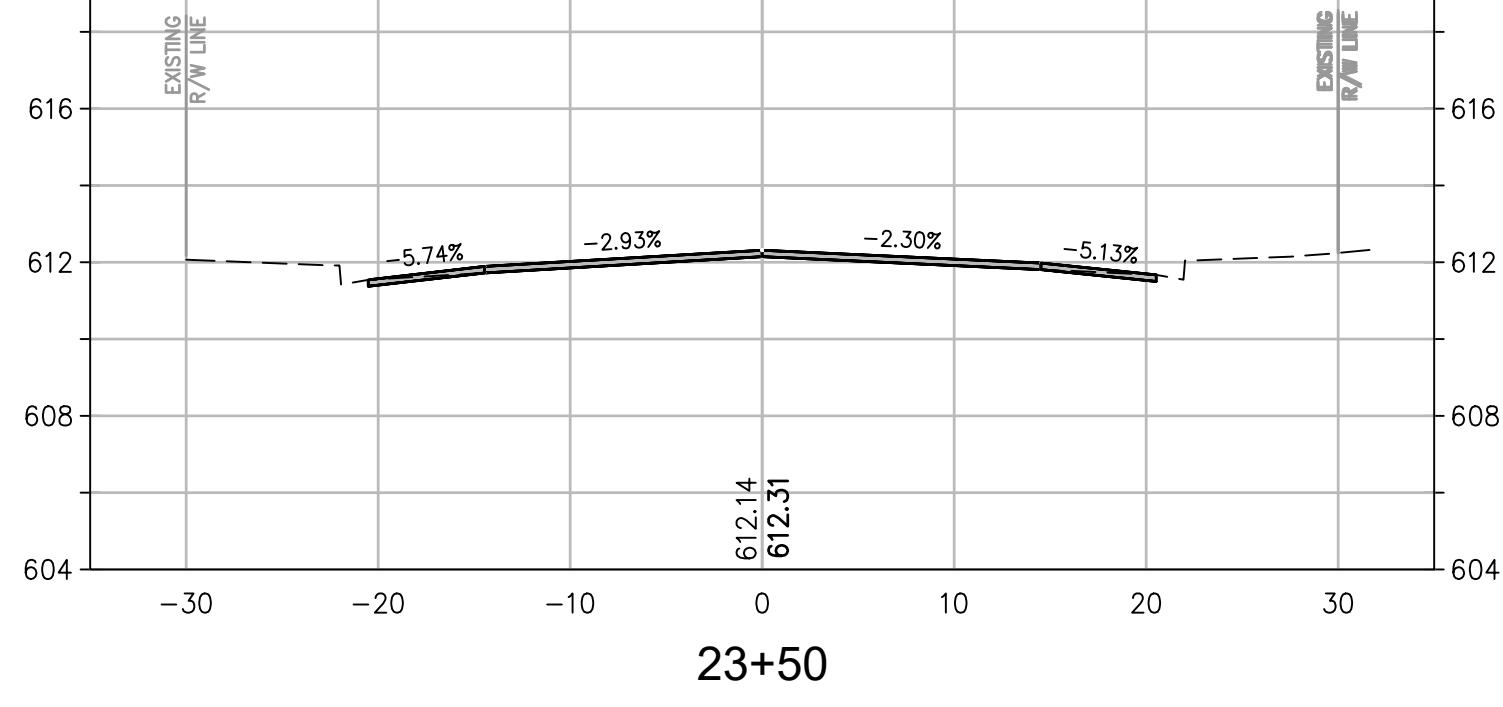
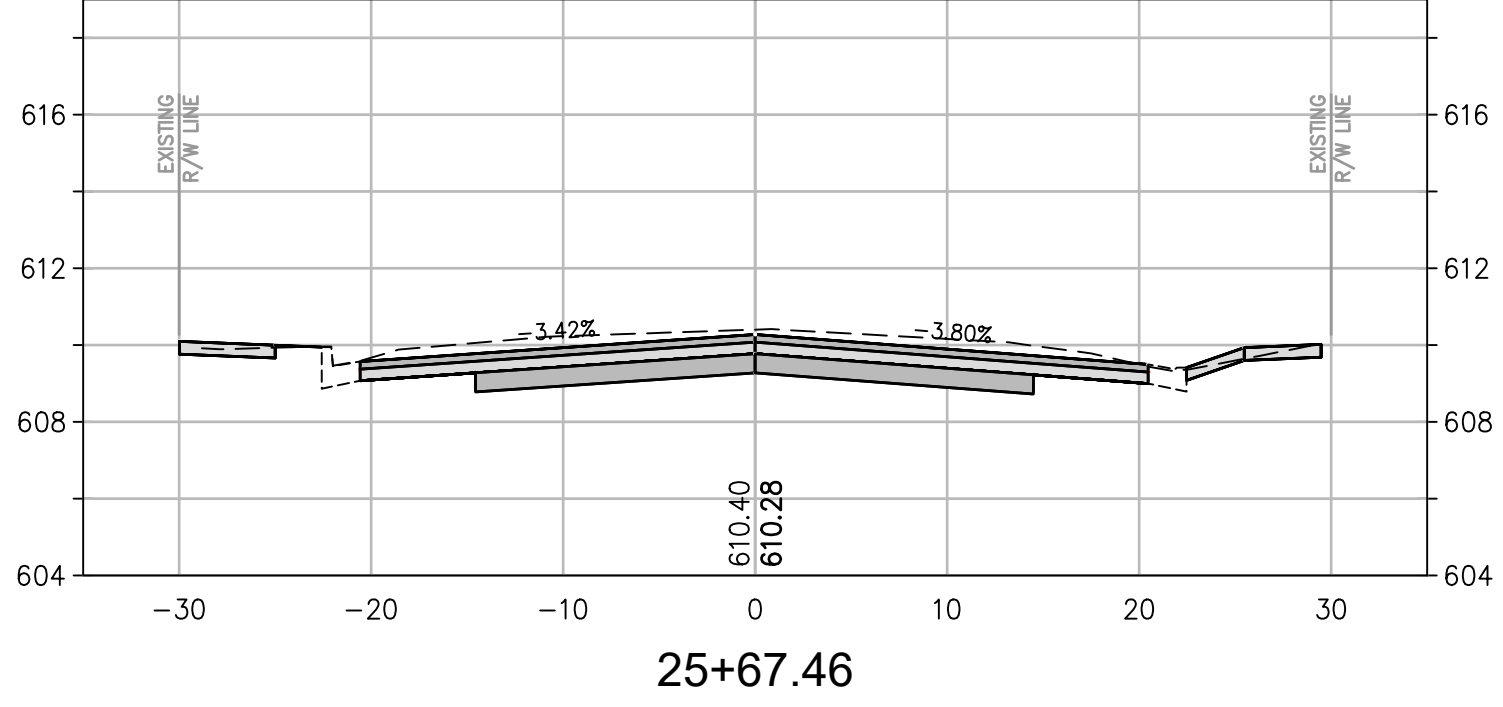
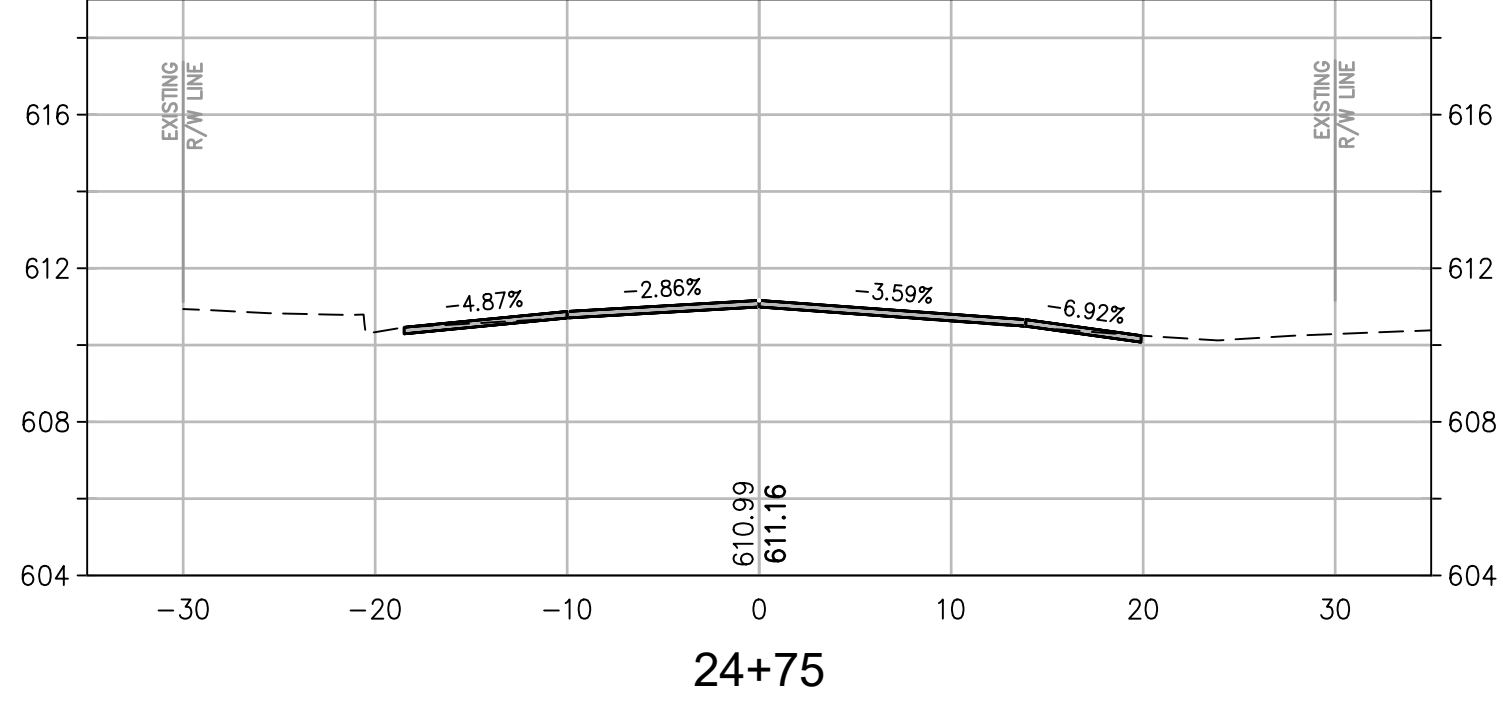
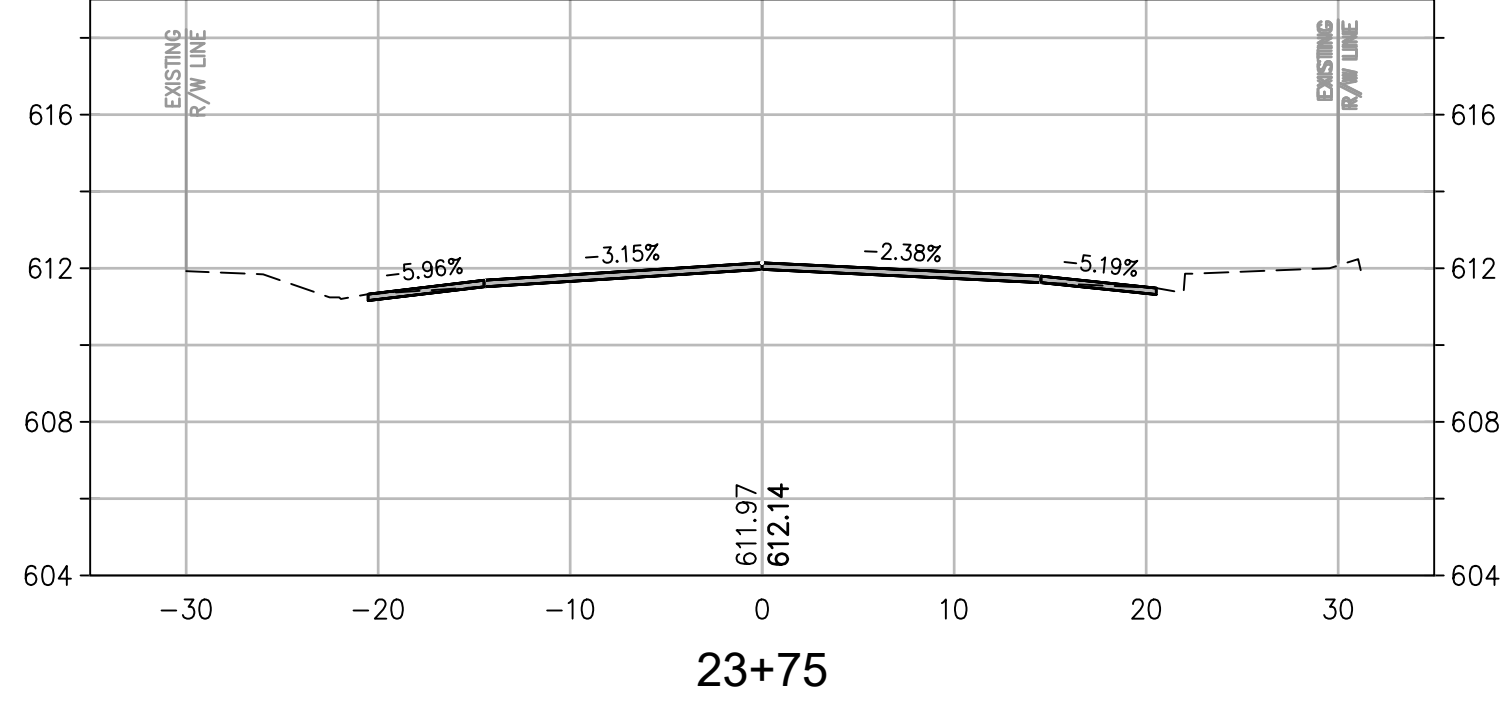
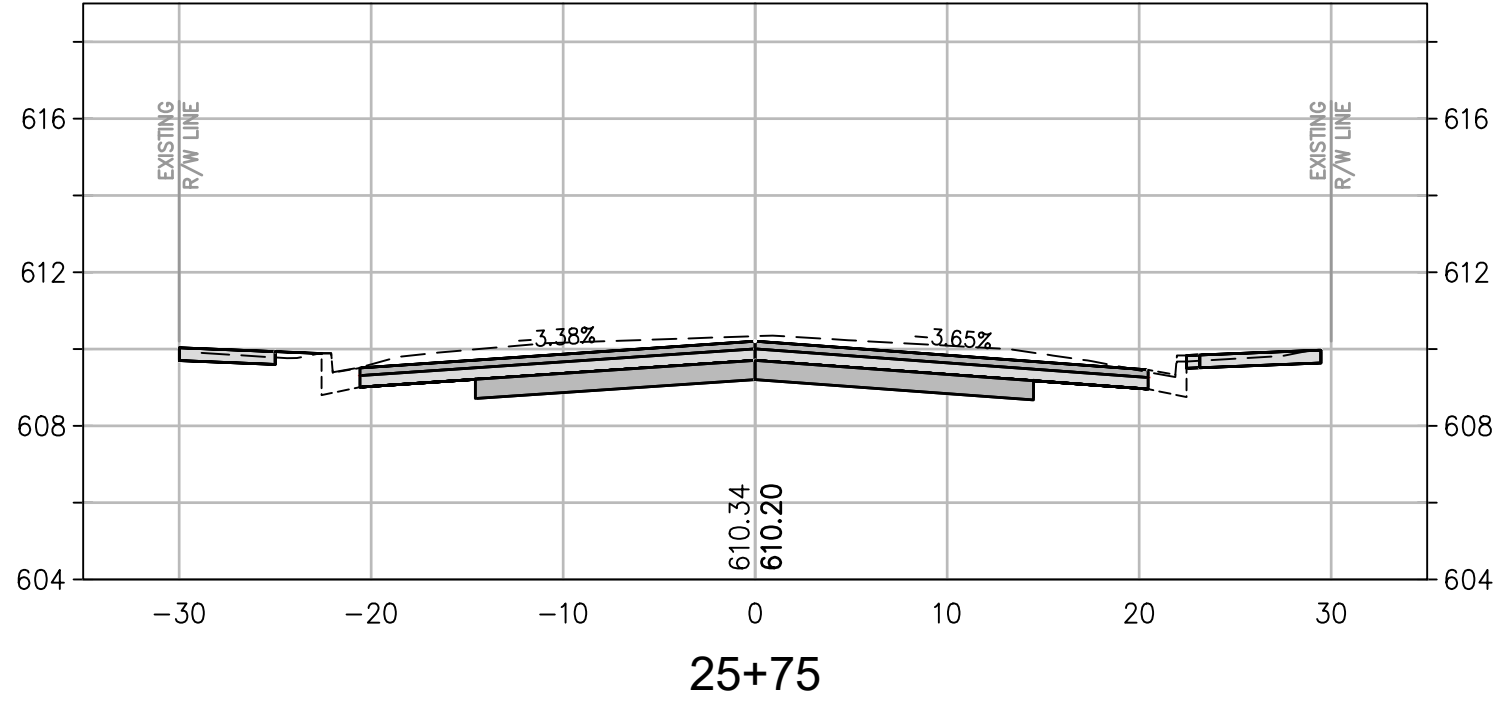
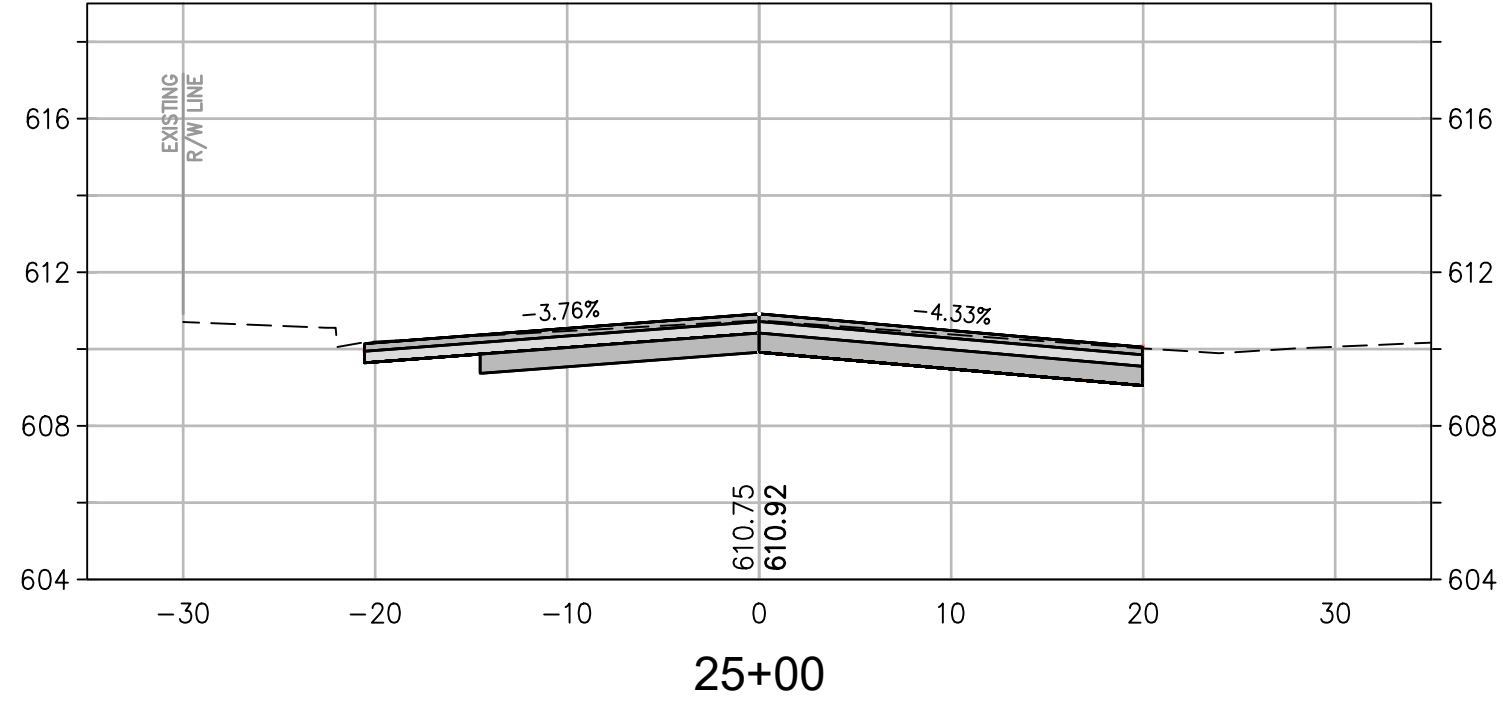
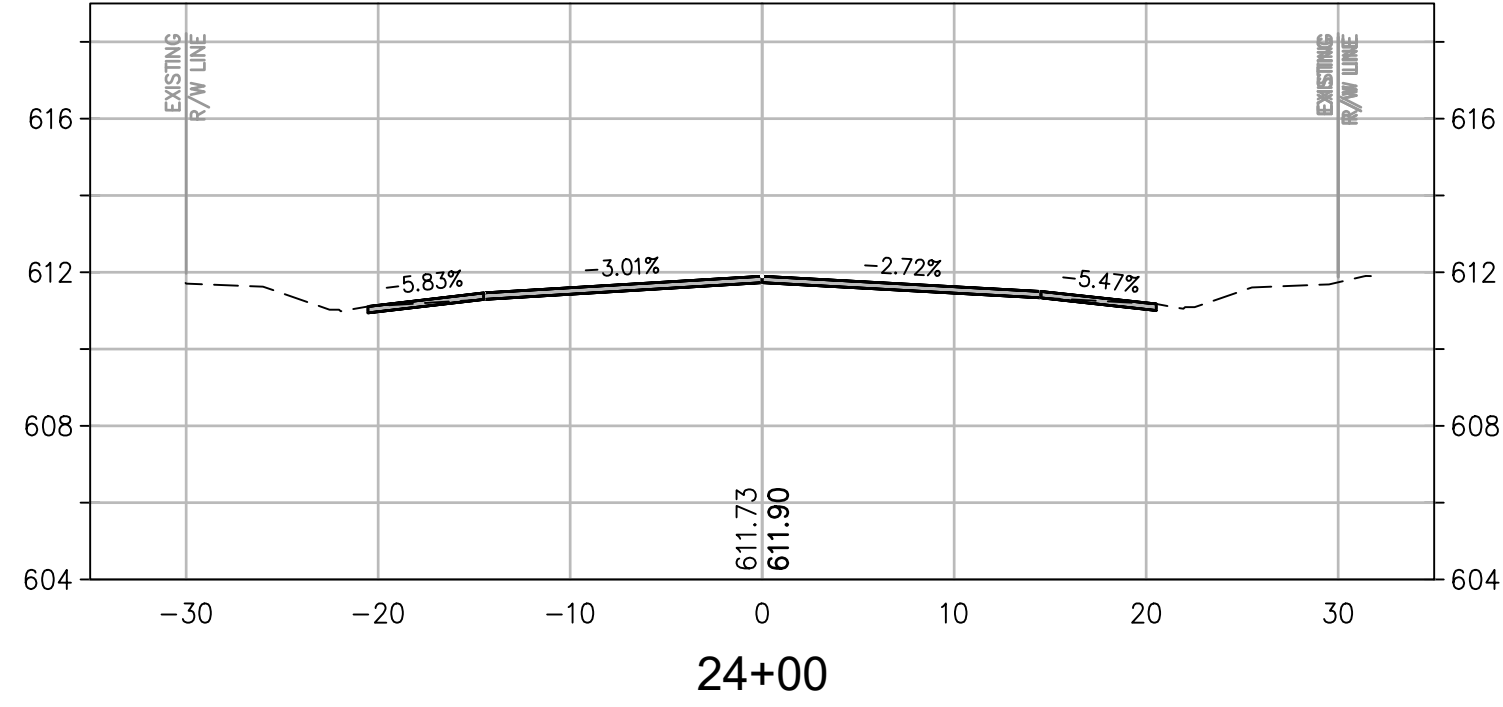
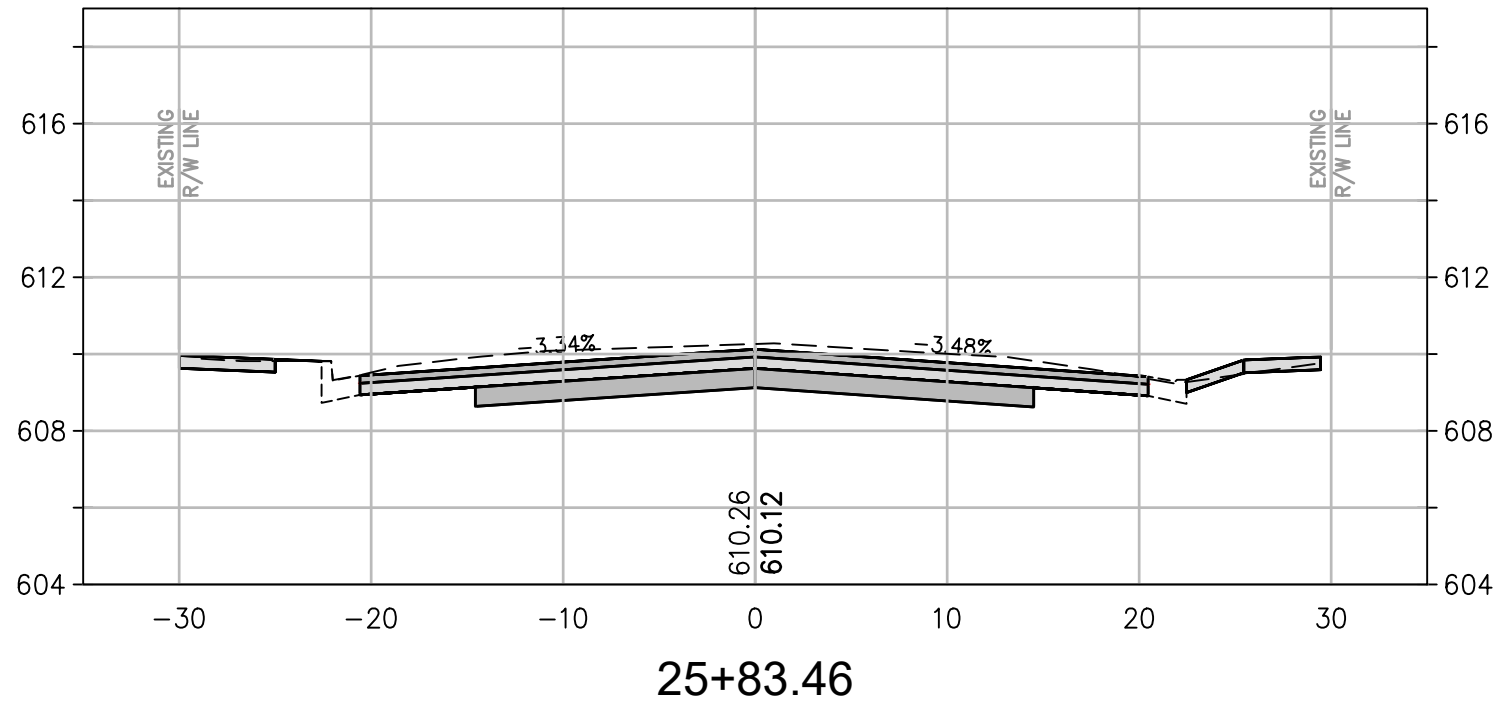
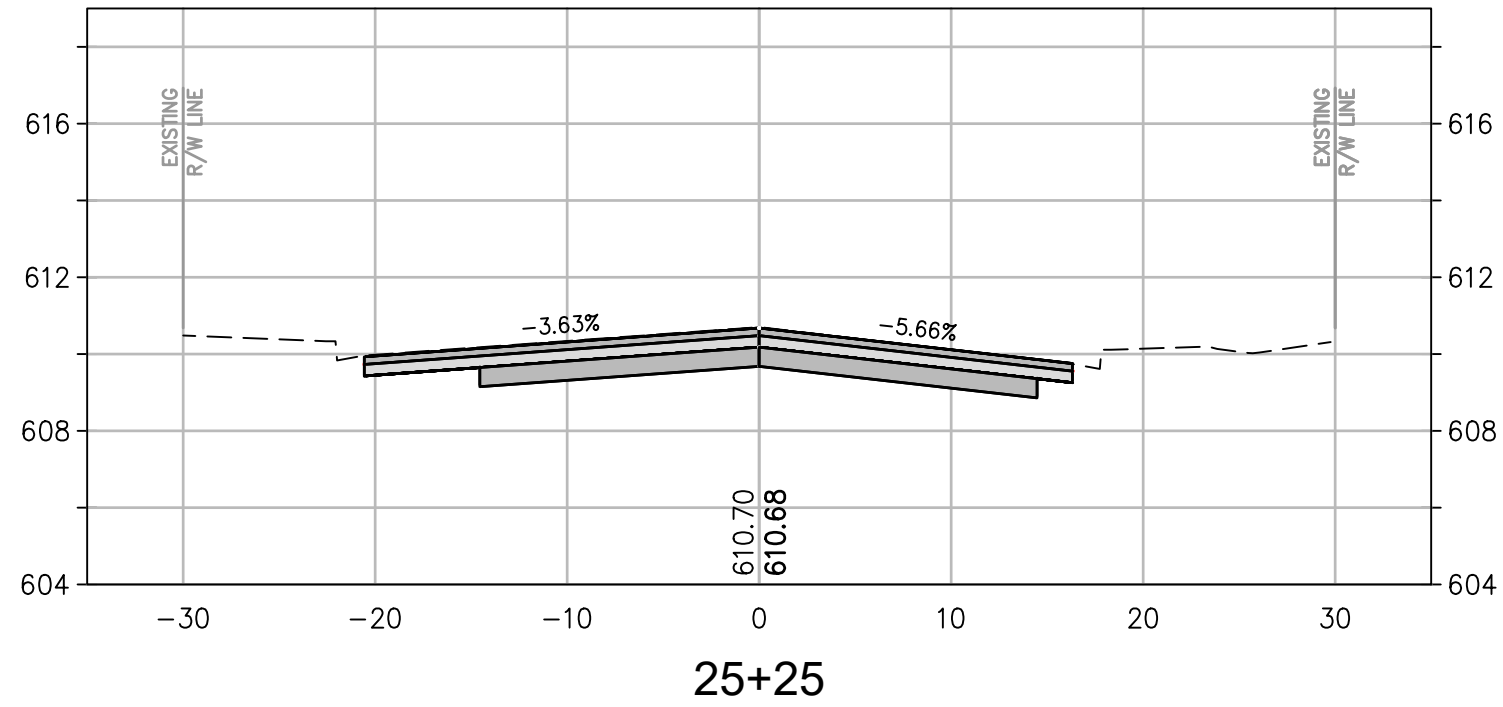
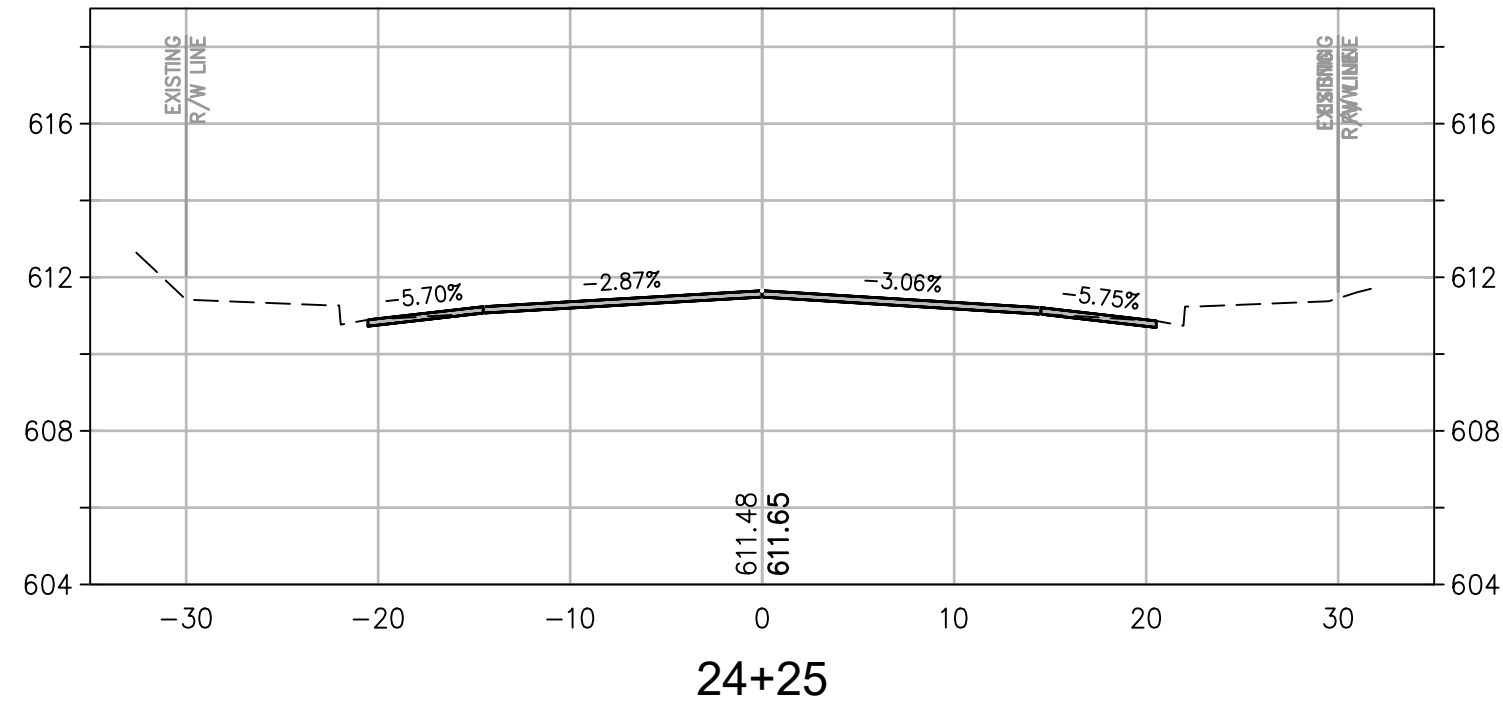
PROJECT NUMBER 29-4352
DRAWING DATE APRIL 2020
SHEET NUMBER 24 OF 31

Xrefs: CCE-ENGINEERS STAMPS-PLAN.dwg; 294352-clara_sp-PH2.dwg; 294352-clara_PP-RAMP-PH2.dwg
images: Heidi_signature-usa.jpg
Print: P:\Civil 3D Projects\294352 CLARA PHASE 2\DWG\294352_XS-3D-CLARA-PP2 (E).dwg Layout: Name: Layout25 Plot Date: Apr 23, 2020 at 02:48 pm

FOR REDUCED PLANS, THE 0
ORIGINAL SCALE IS IN INCHES

3
2
1

ORIGINAL PLOT DATE:



CROSS SECTION SCALES
HORIZ.: 1" = 10'
VERT.: 1" = 5'

CITY OF UKIAH CALIFORNIA

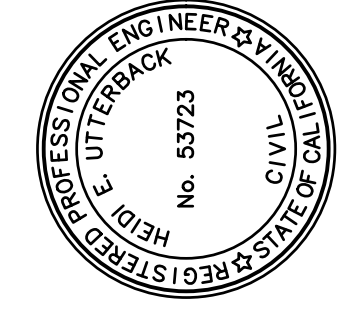
CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08

CROSS SECTIONS
STA. 23+50 TO STA. 25+83.48

PROJECT NUMBER
29-4352
DRAWING DATE
APRIL 2020
SHEET NUMBER
25 OF 31

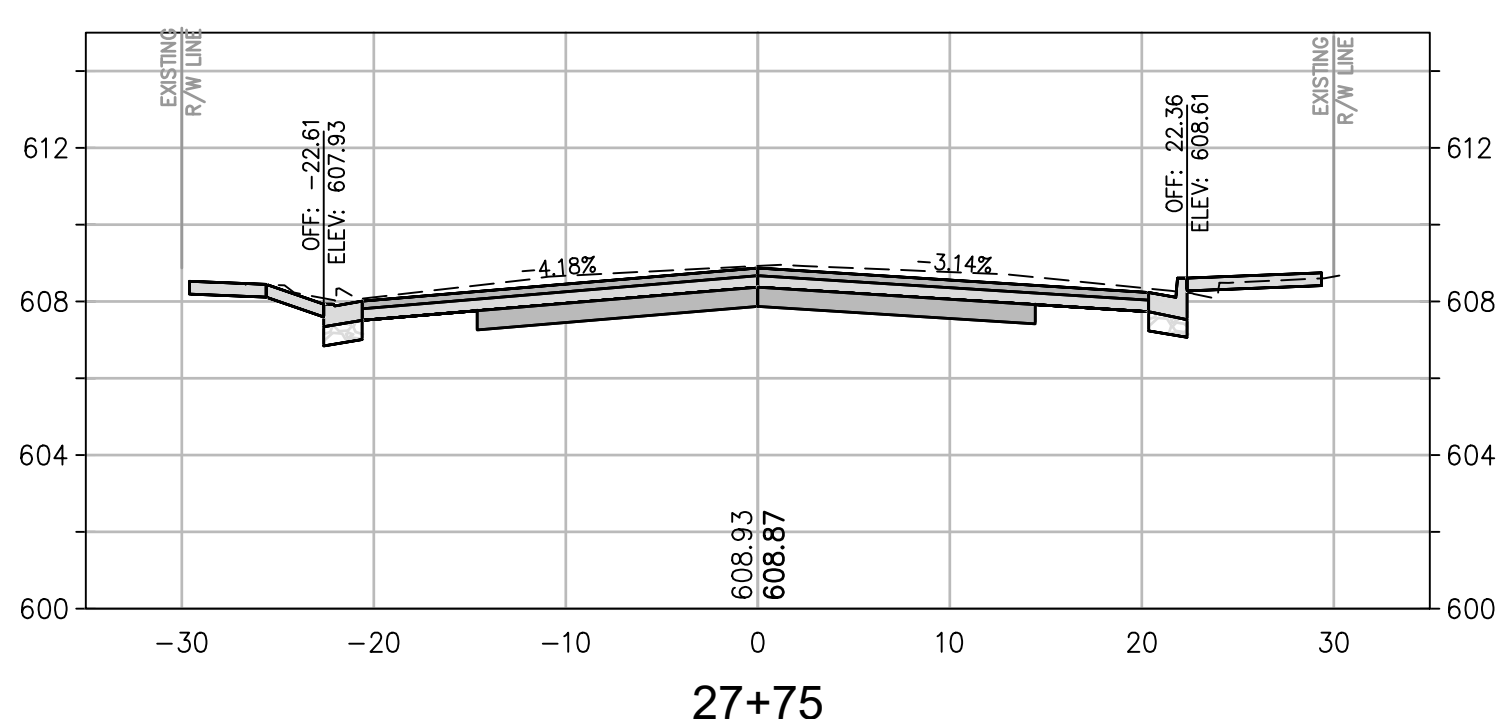
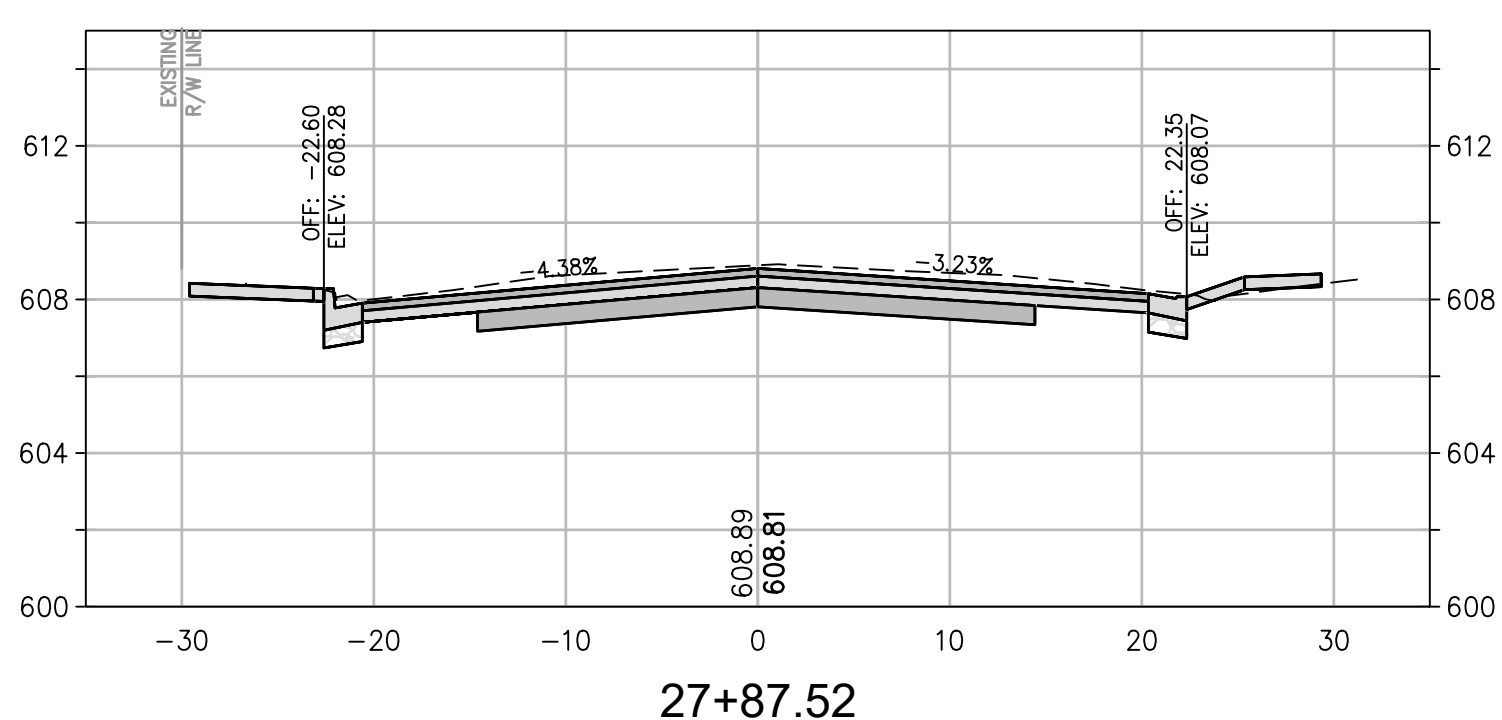
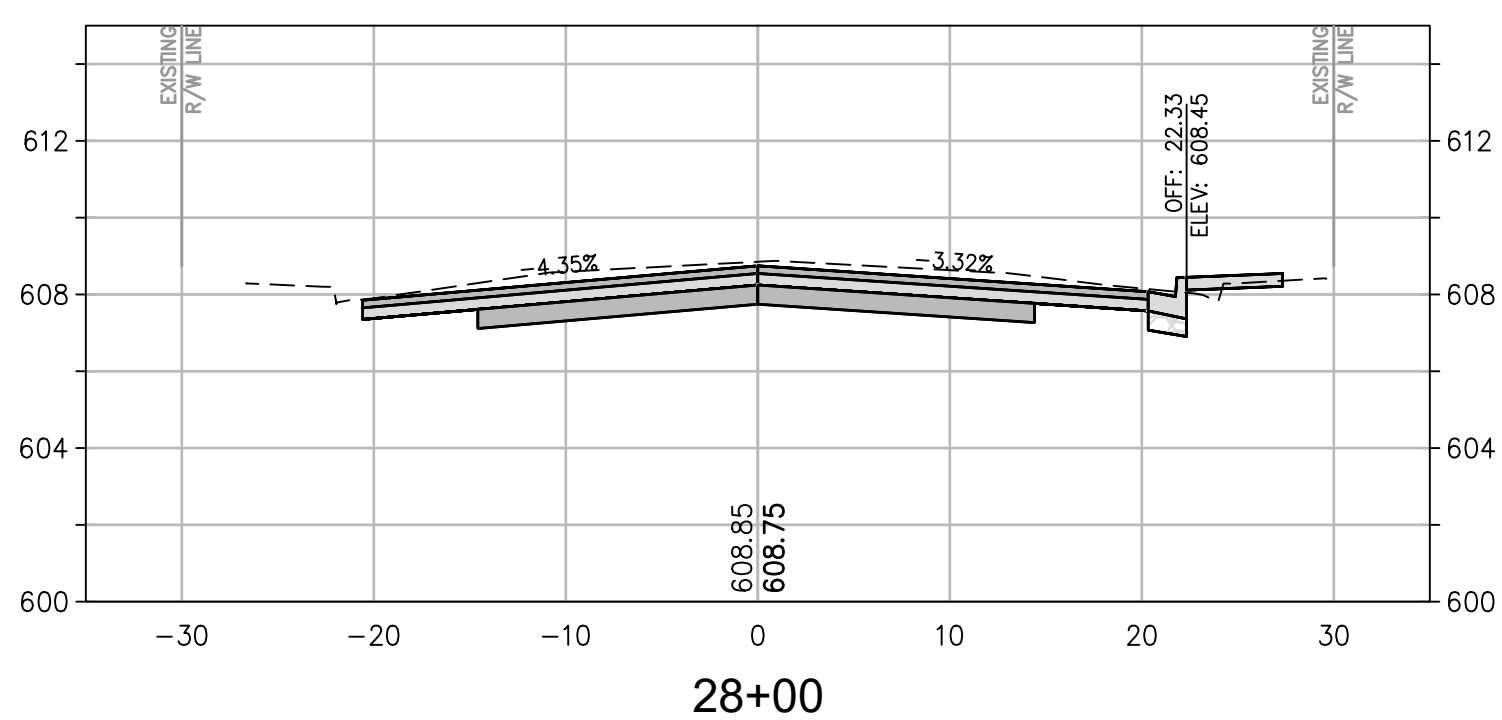
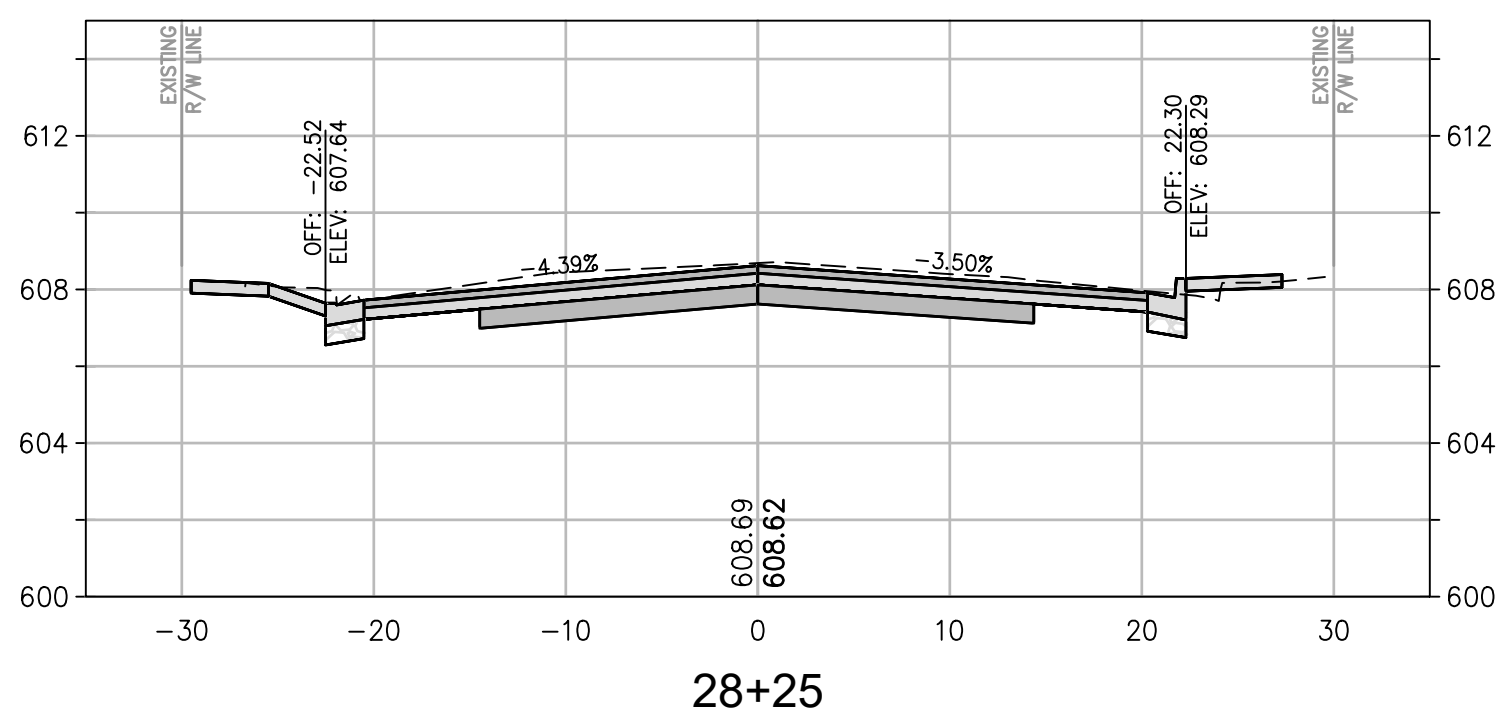
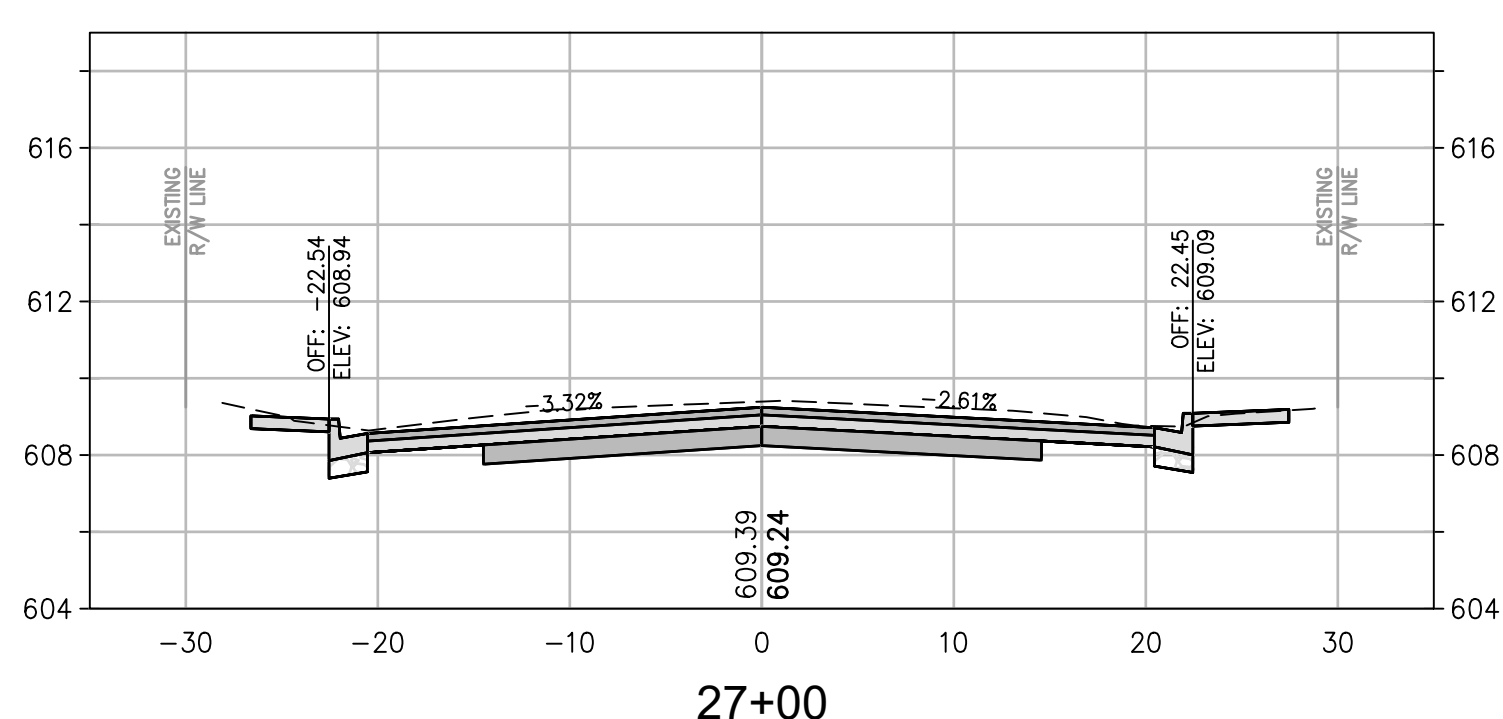
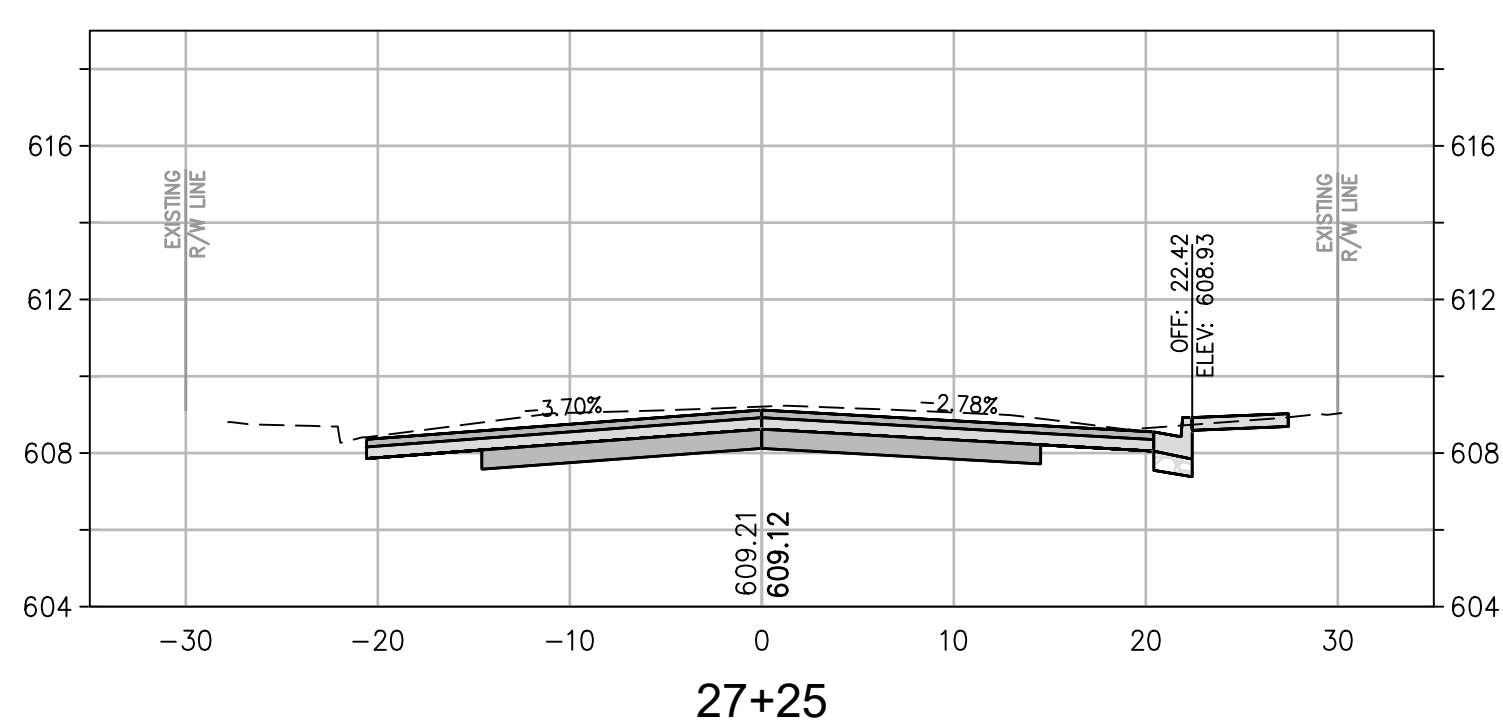
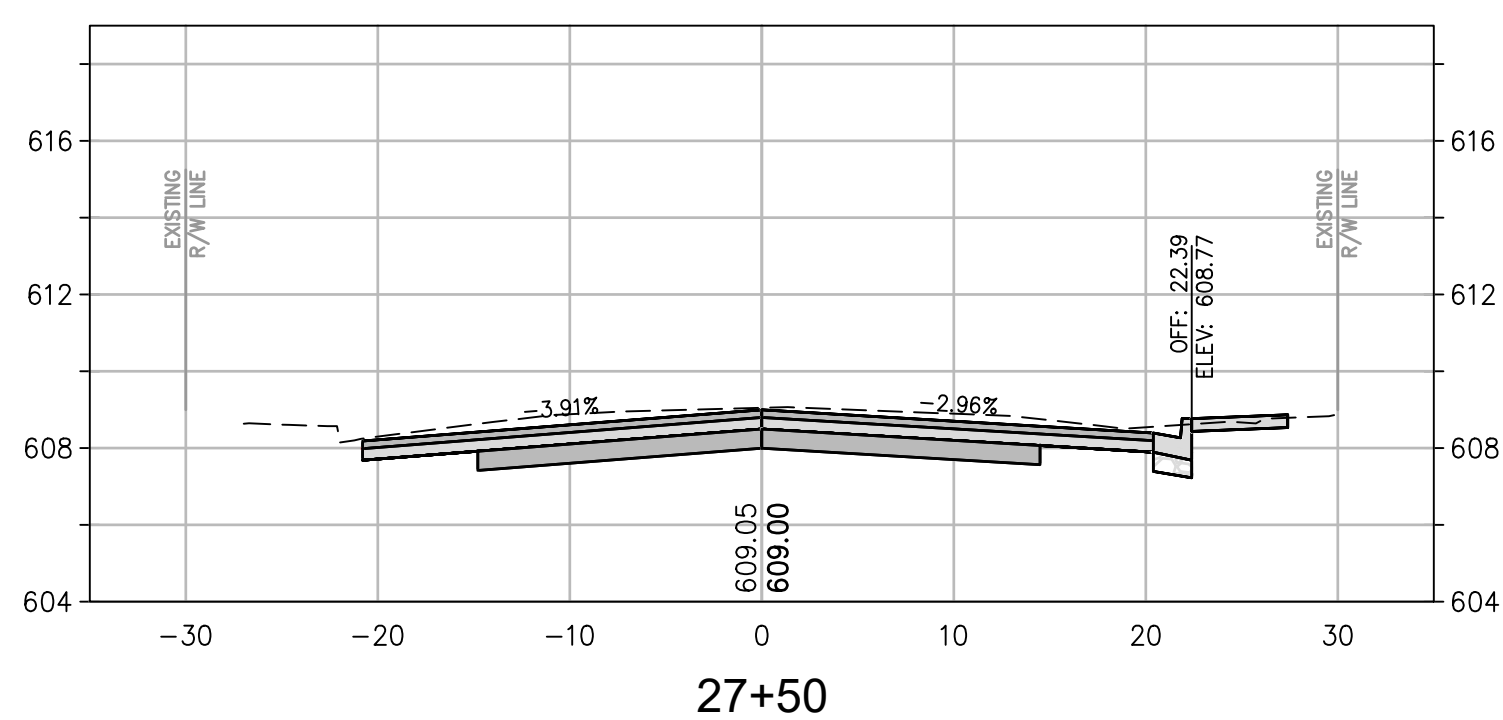
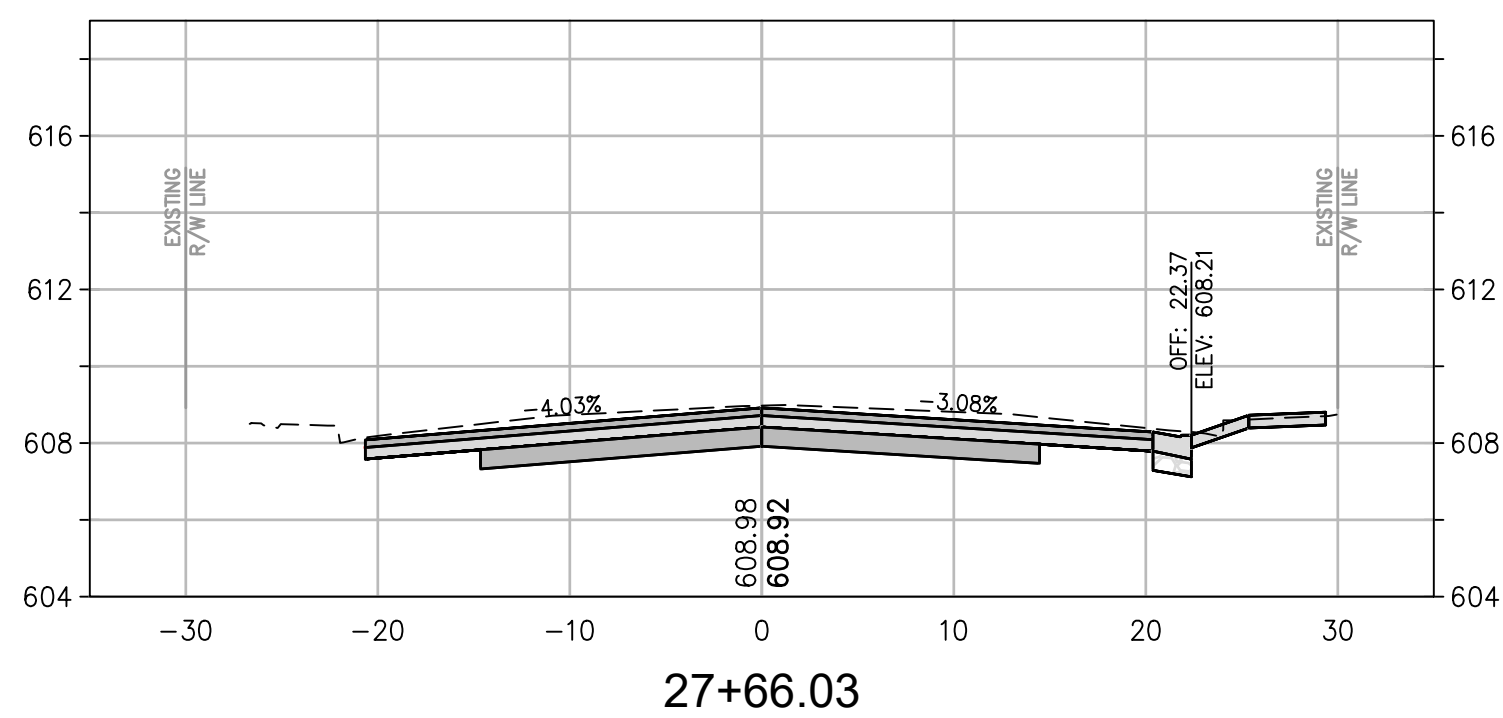
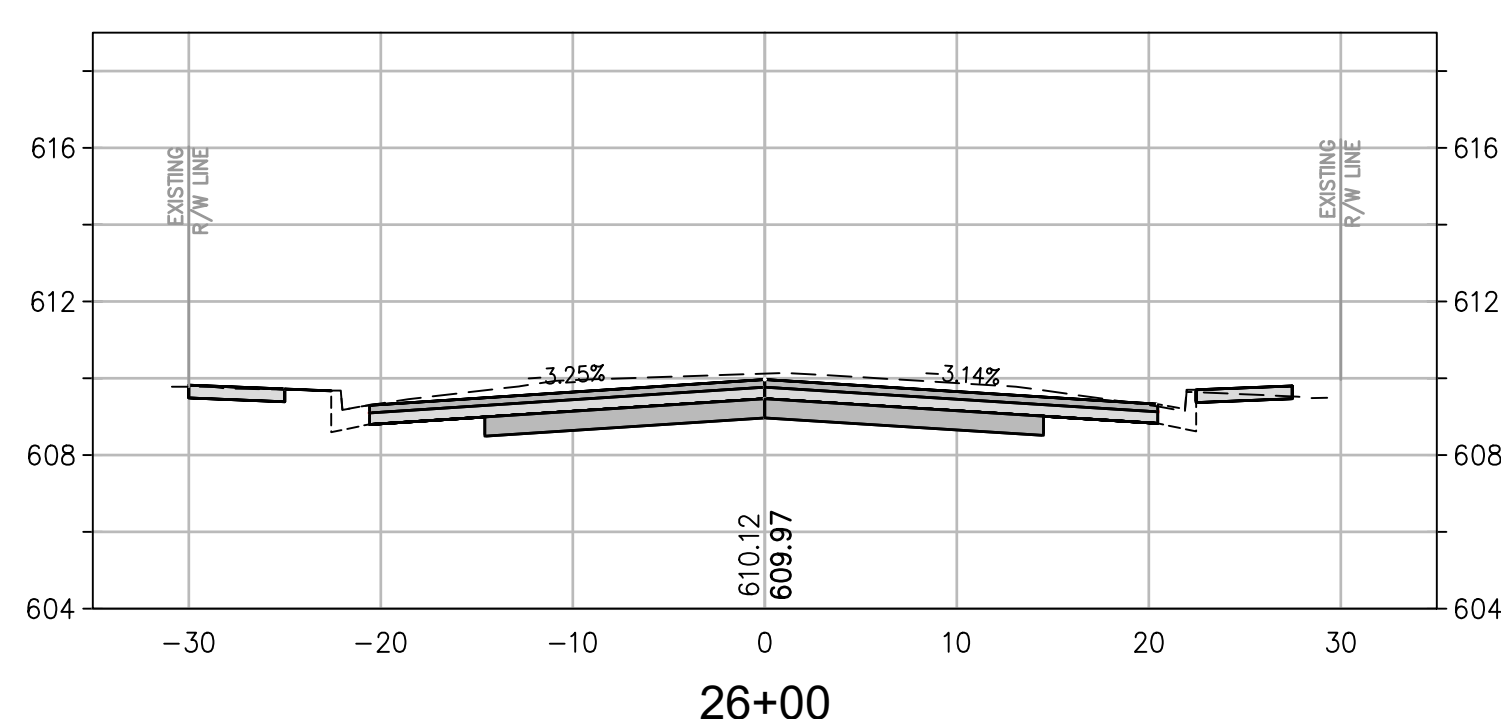
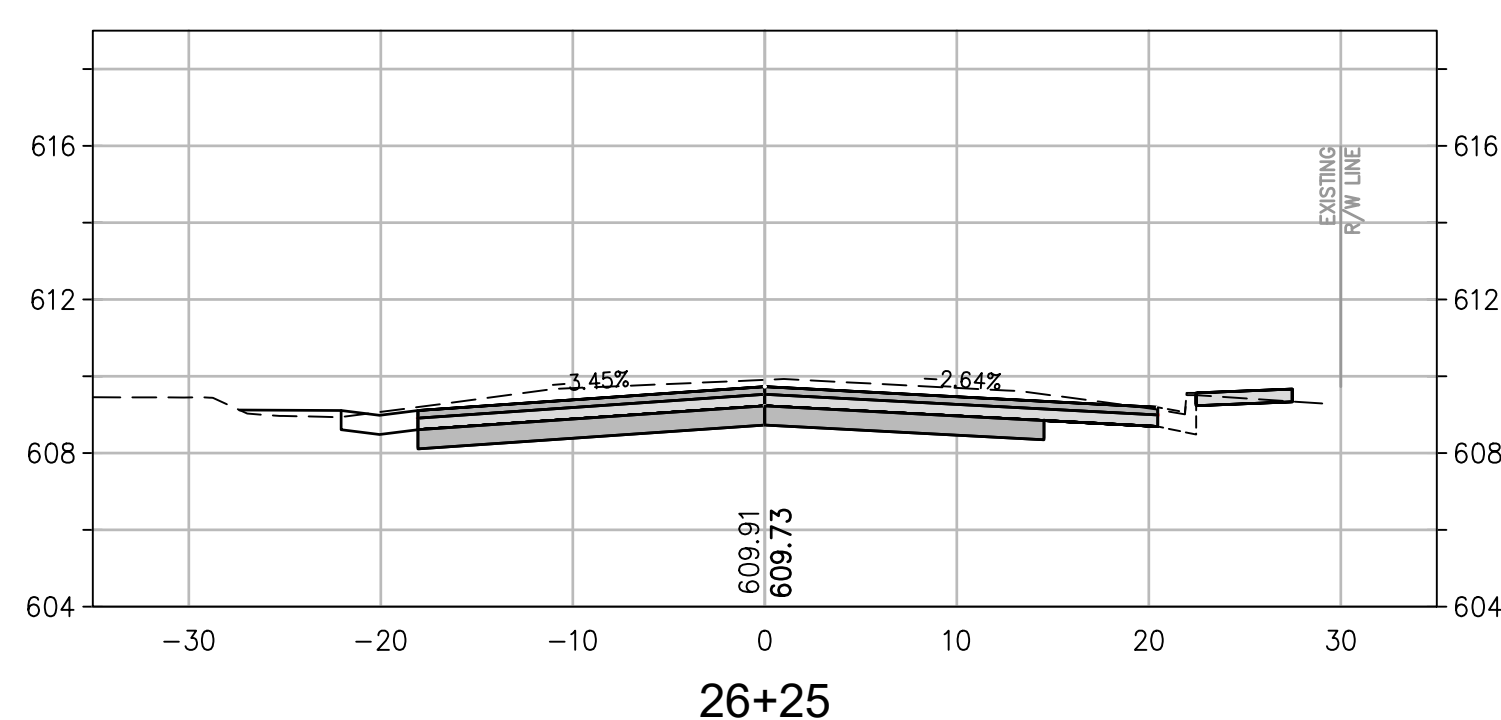
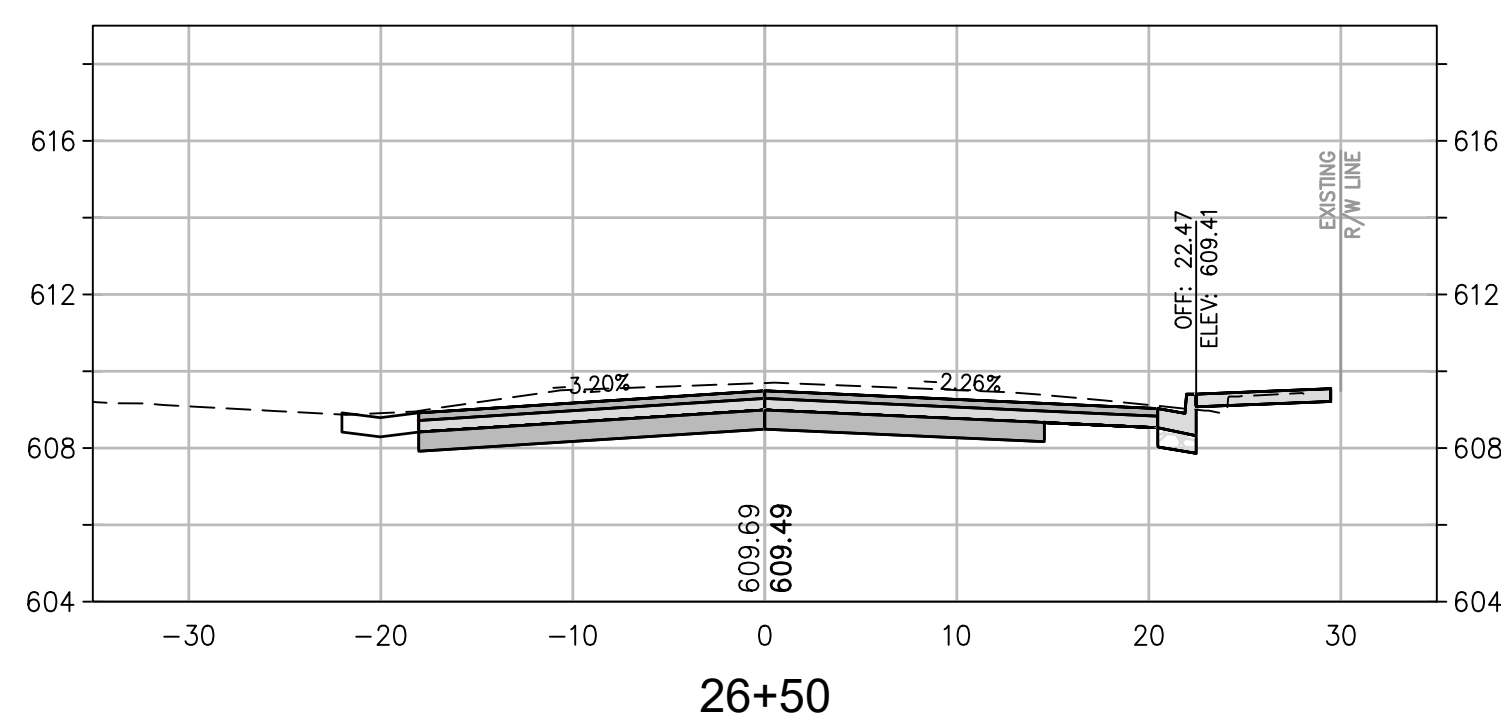
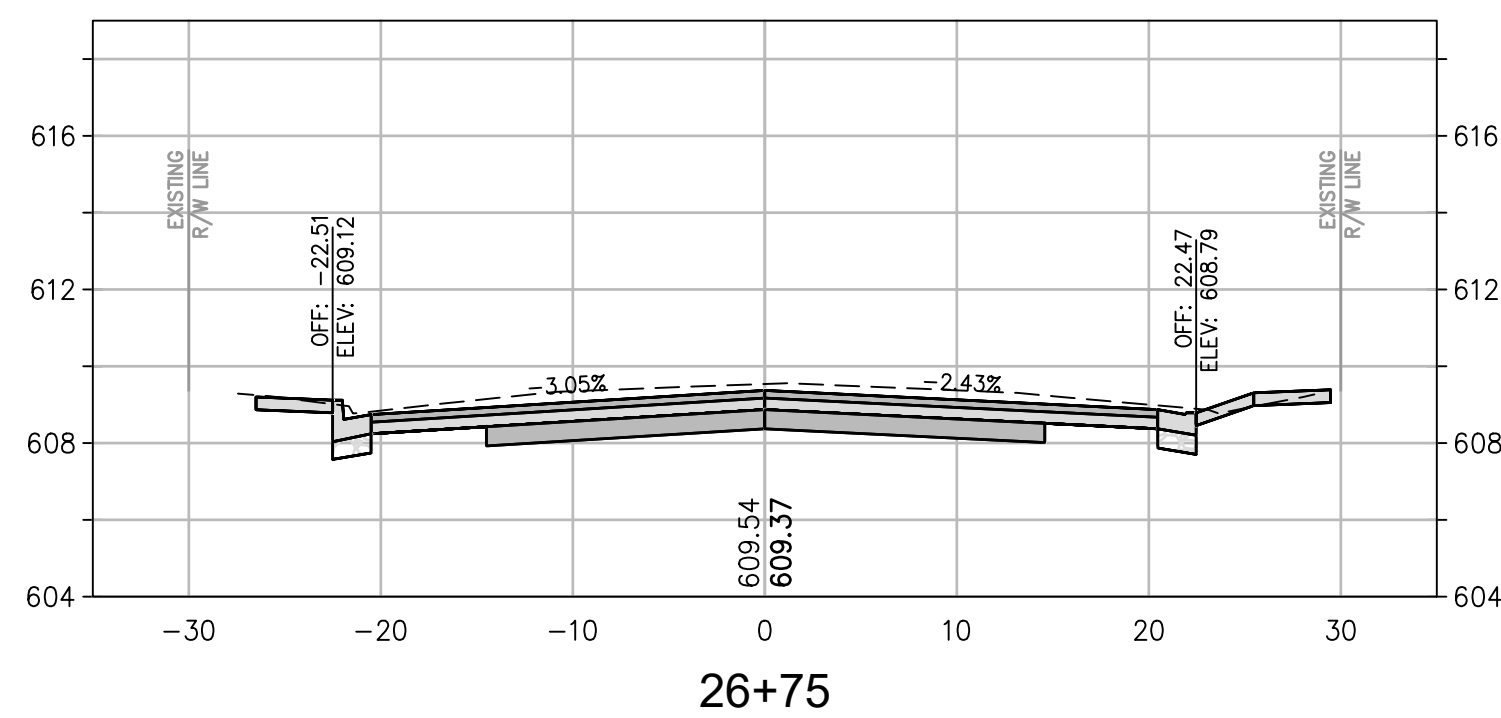
Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005

PREPARED UNDER THE DIRECTION OF
HEIDI E. UTTERBACK
DESIGNED BY
DRAWN BY
REVIEWED BY
HEU



ORIGINAL PLOT DATE: 3 2 1 0 FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

Xrefs: CCE-ENGINEERS STAMPS-PLAN.dwg, 294352-clara_sp-PR2.dwg, 294352-clara_PP-RAMP-PR2.dwg
images: Heidi signature-true.jpg
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CROSS SECTION SCALES
HORIZ.: 1" = 10'
VERT.: 1" = 5'

PROFESSIONAL ENGINEER & LAND SURVEYOR
HEIDI E. UTTERBACK
No. 53723
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE DIRECTION OF
HEIDI E. UTTERBACK, RCE 53723 DATE 4/23/2020
DESIGNED BY WJK
DRAWN BY WJK
REVIEWED BY HEU

Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005

CITY OF UKIAH
CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08
CALIFORNIA
CROSS SECTIONS
STA. 26+00 TO STA. 28+25

PROJECT NUMBER
29-4352

DRAWING DATE
APRIL 2020

SHEET NUMBER
26 OF **31**

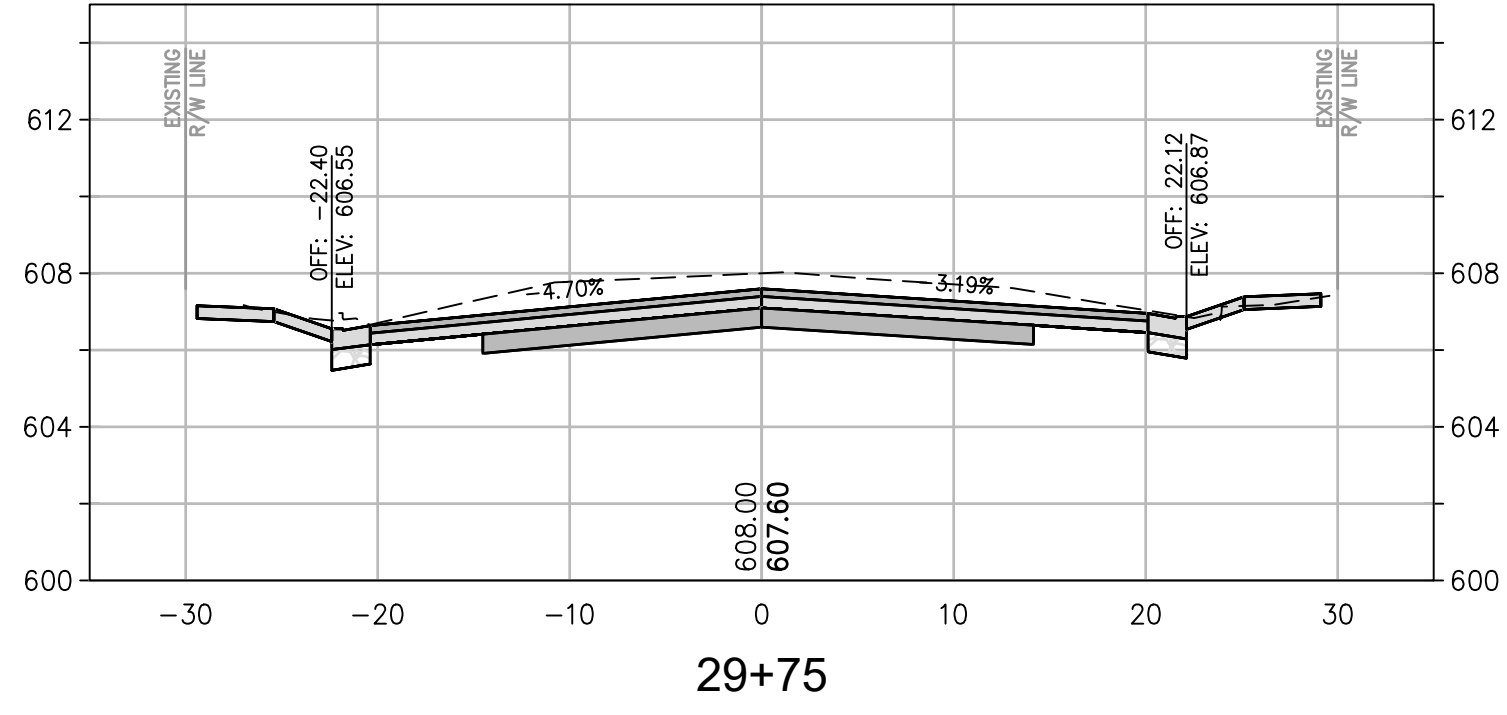
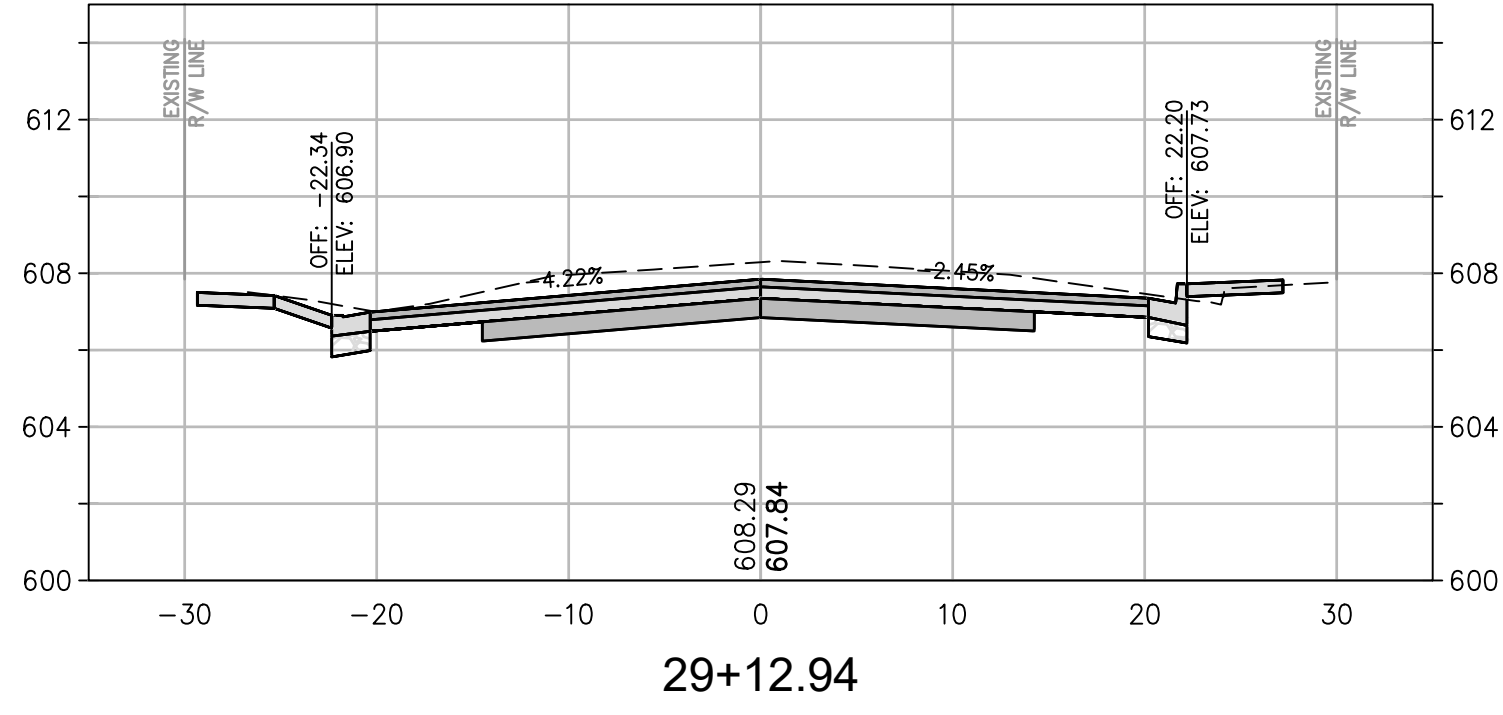
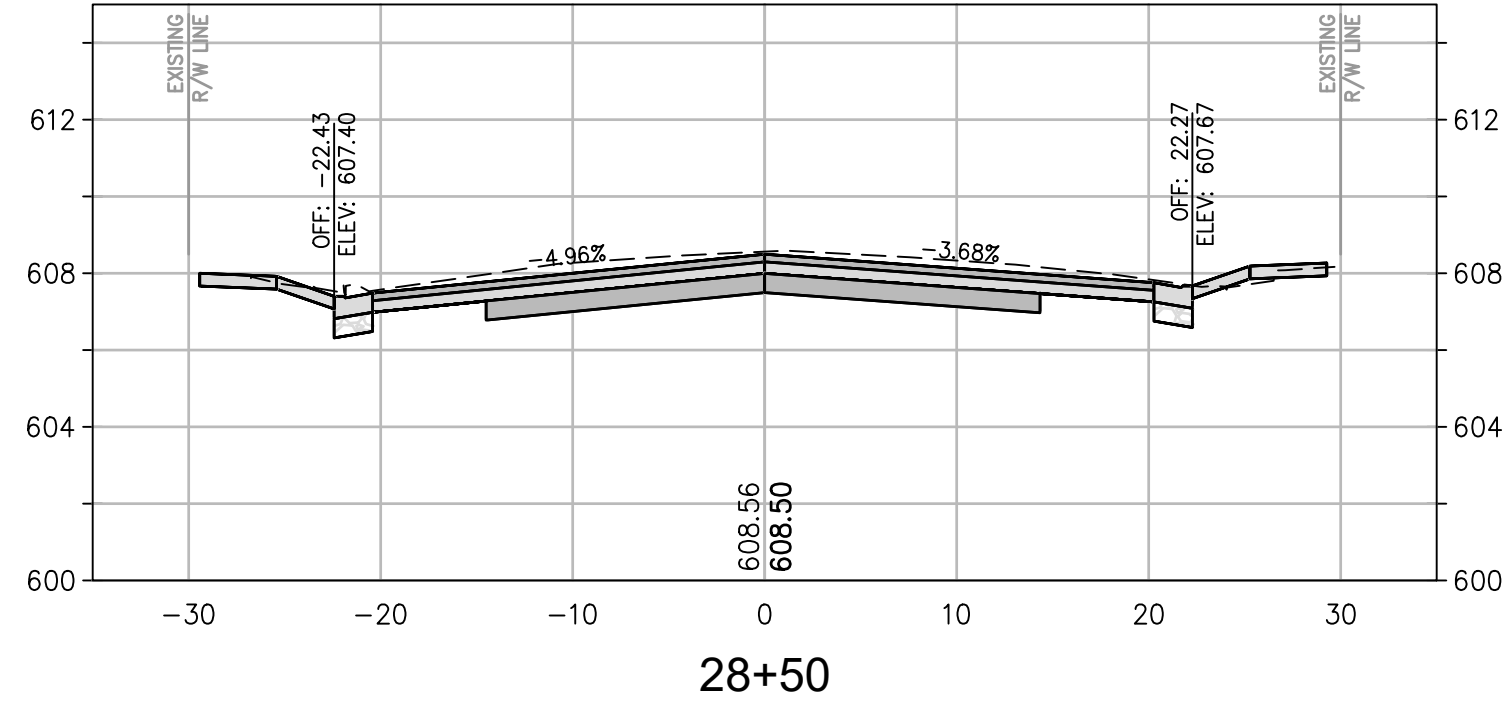
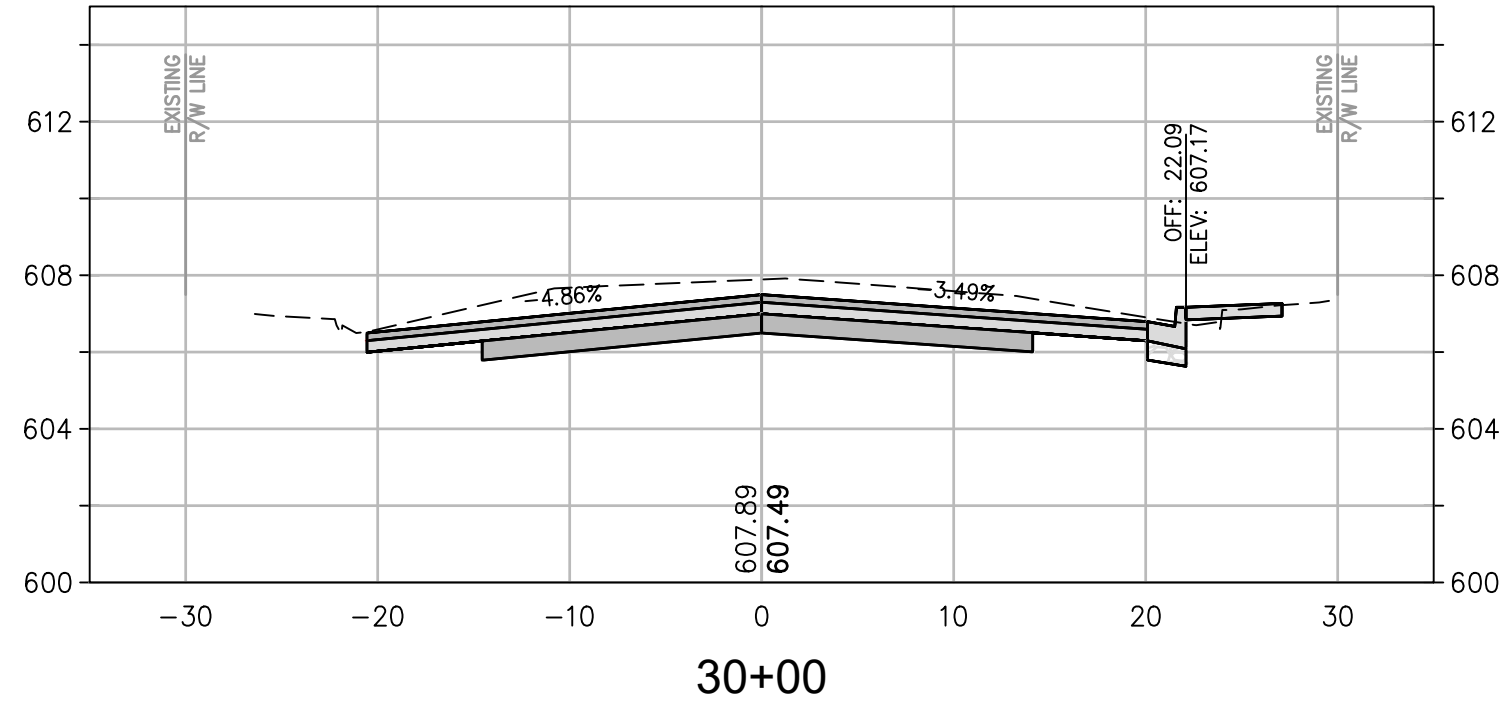
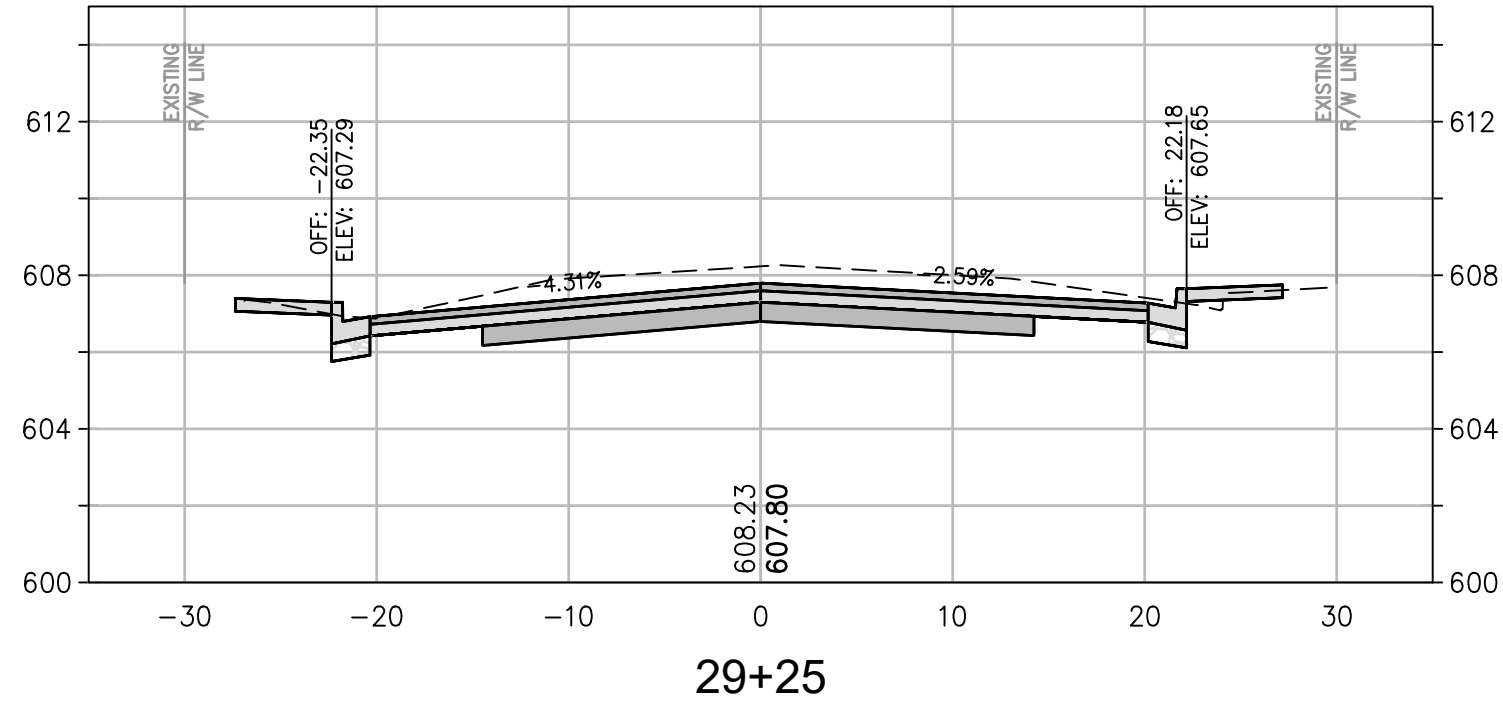
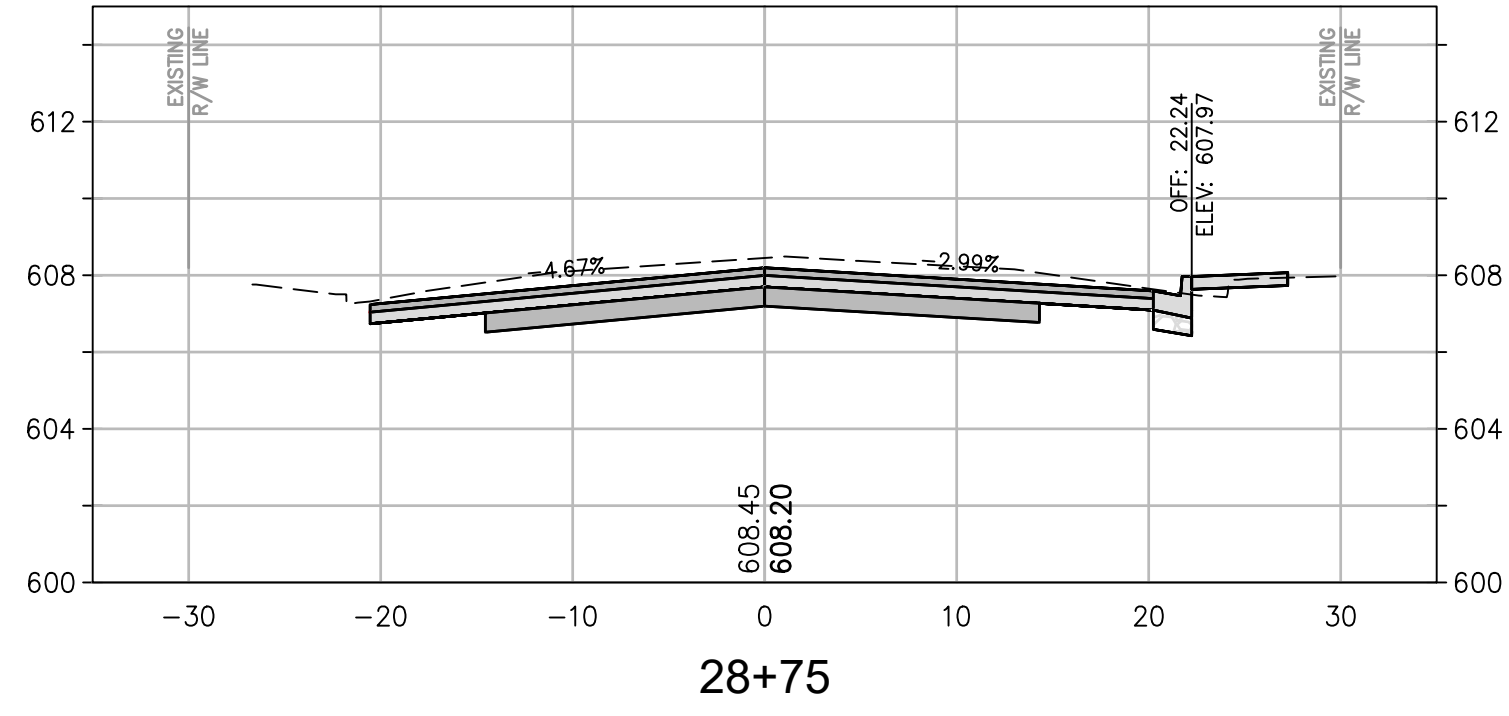
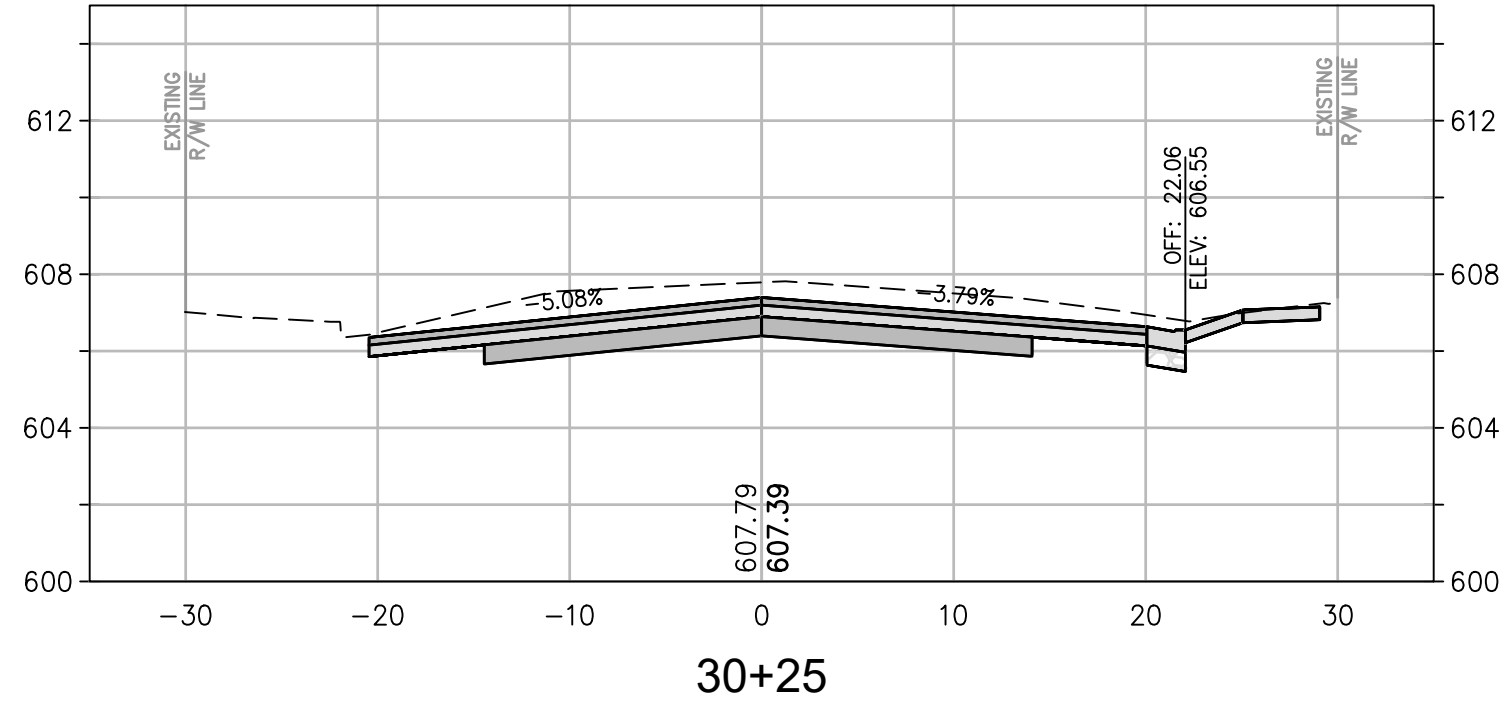
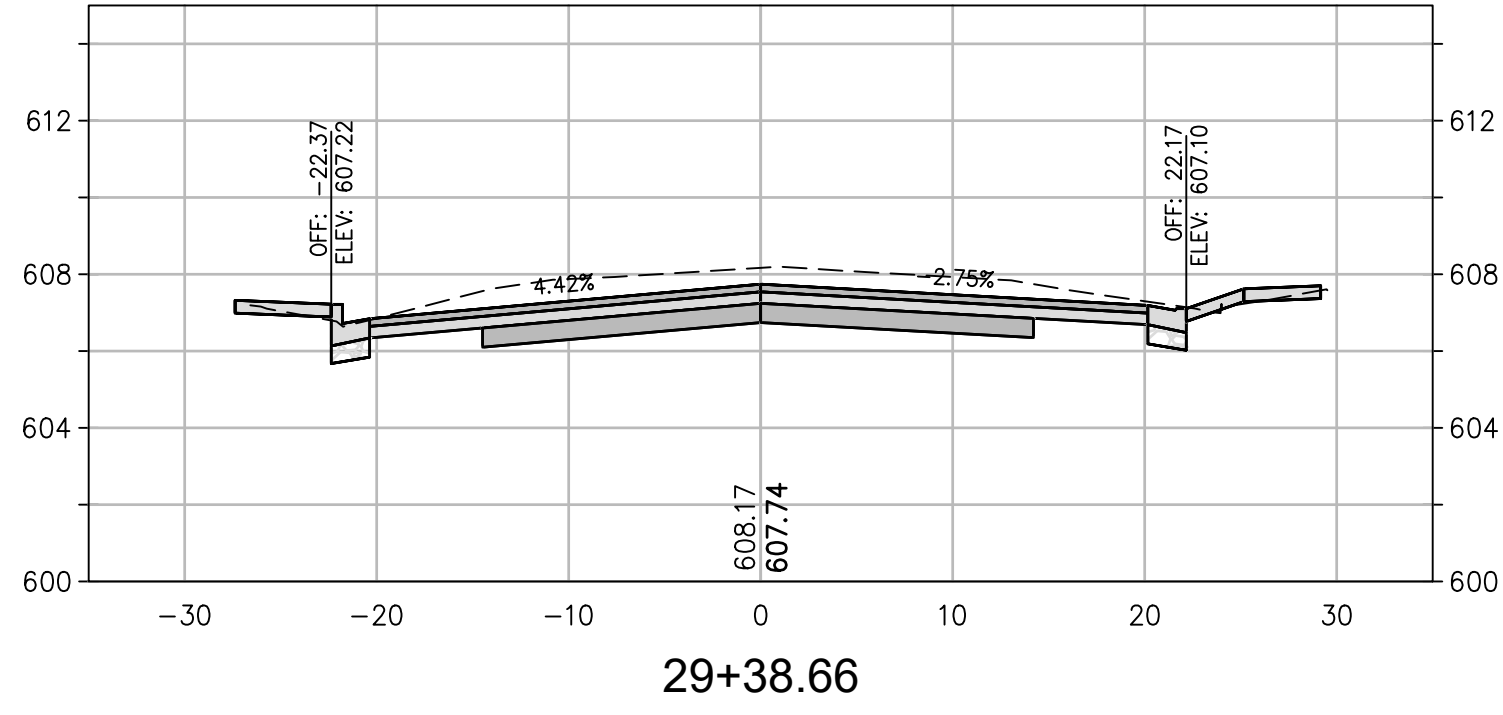
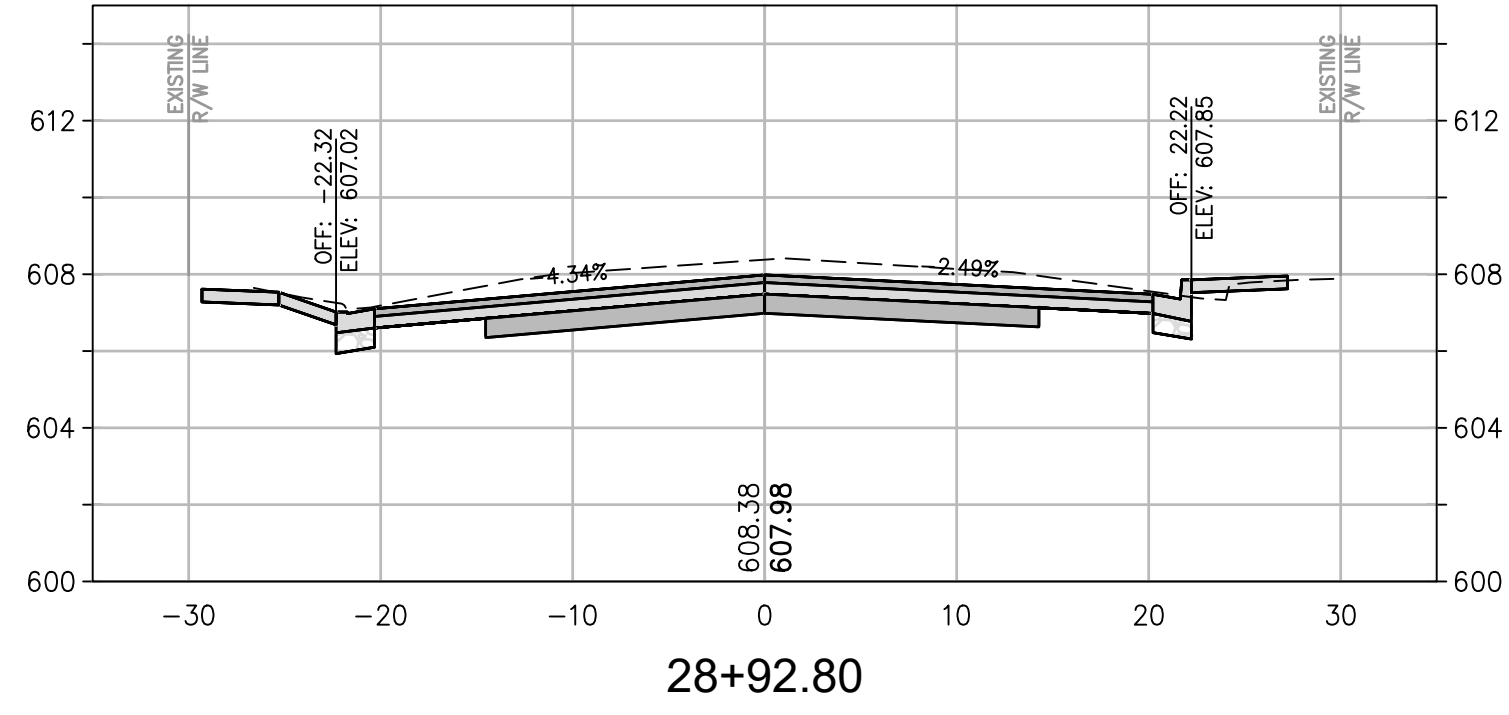
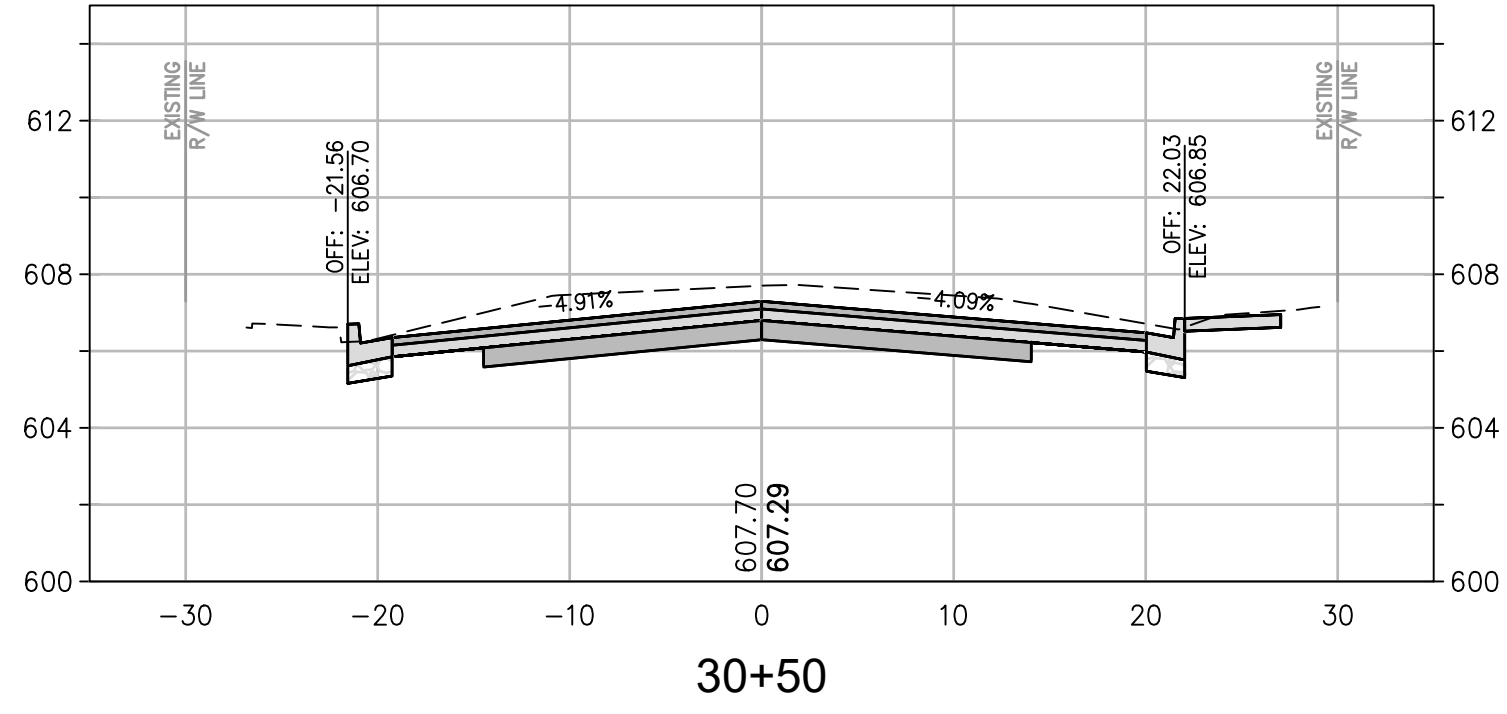
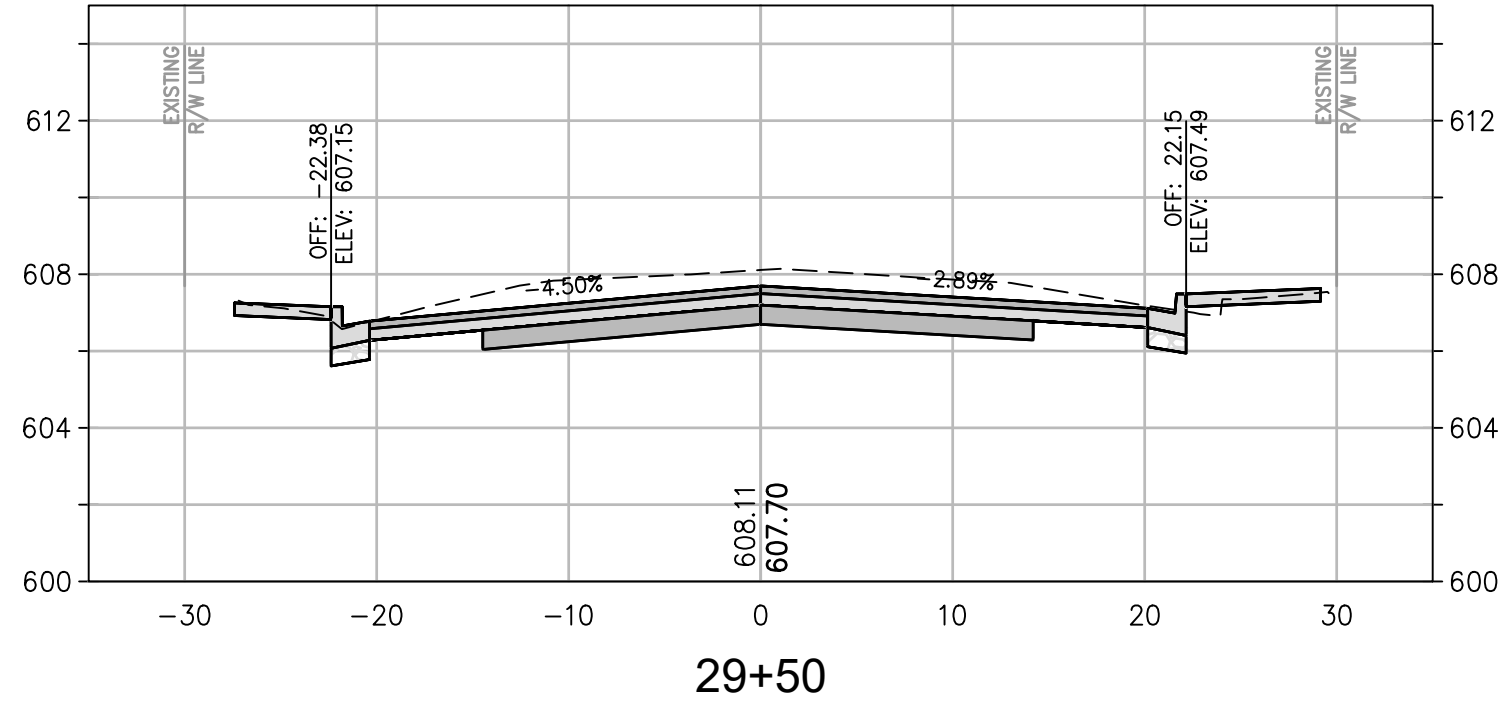
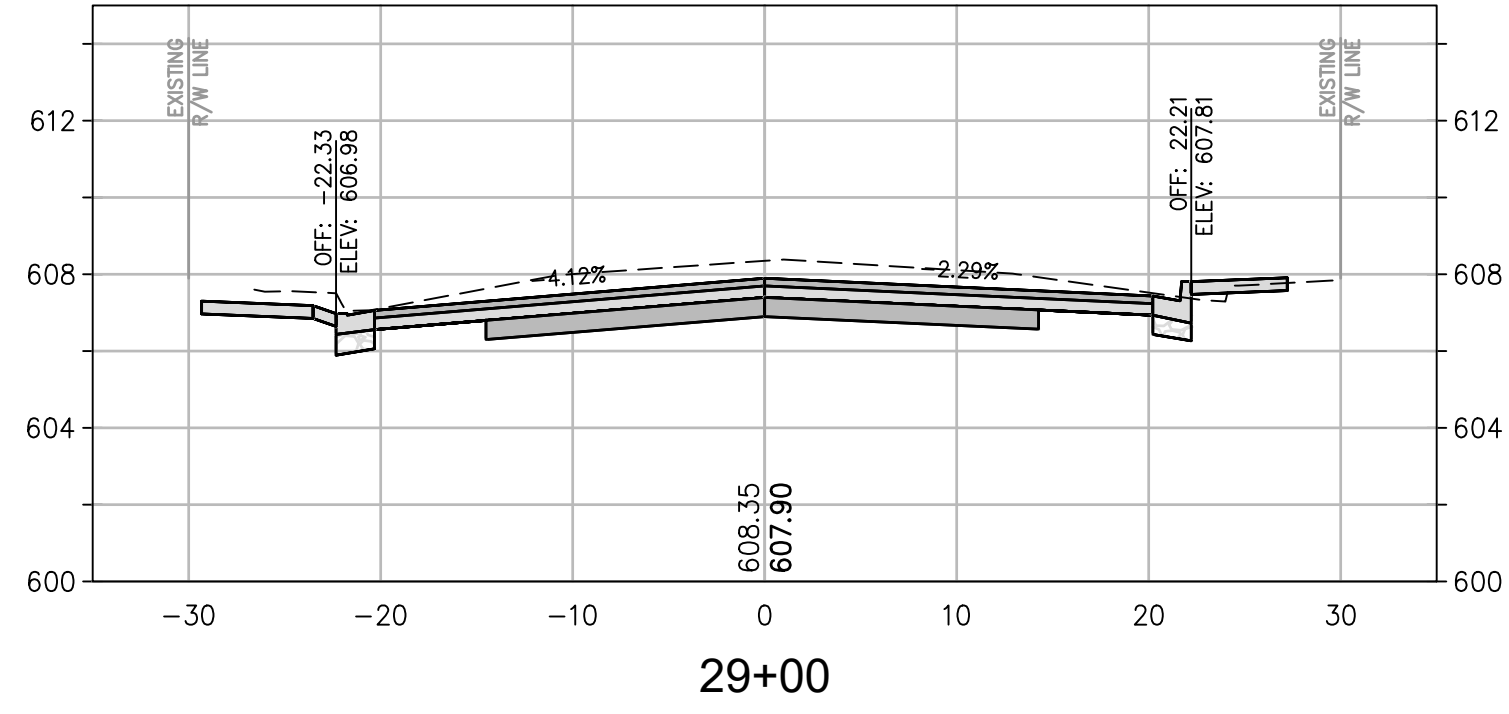
Page 149 of 630

Xrefs: CCE-ENGINEERS STAMPS-PLAN.dwg, 294352-clara_sp-PR2.dwg, 294352-clara_PP-RAMP-PR2.dwg
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FOR REDUCED PLANS, THE 0
ORIGINAL SCALE IS IN INCHES

3
2
1

ORIGINAL PLOT DATE:



CROSS SECTION SCALES
HORIZ.: 1" = 10'
VERT.: 1" = 5'

CITY OF UKIAH CALIFORNIA

CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08

CROSS SECTIONS
STA. 28+50 TO STA. 30+50

PROJECT NUMBER
29-4352

DRAWING DATE
APRIL 2020

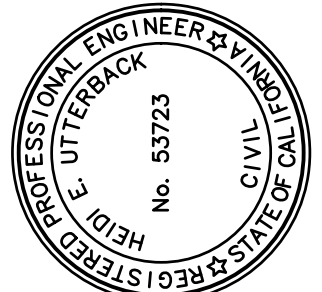
SHEET NUMBER
27 OF 31



Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005

PREPARED UNDER THE DIRECTION OF

HEIDI E. UTTERBACK, RCE 53723 DATE 4/23/2020
DESIGNED BY WJK DRAWN BY WJK REVIEWED BY HEU

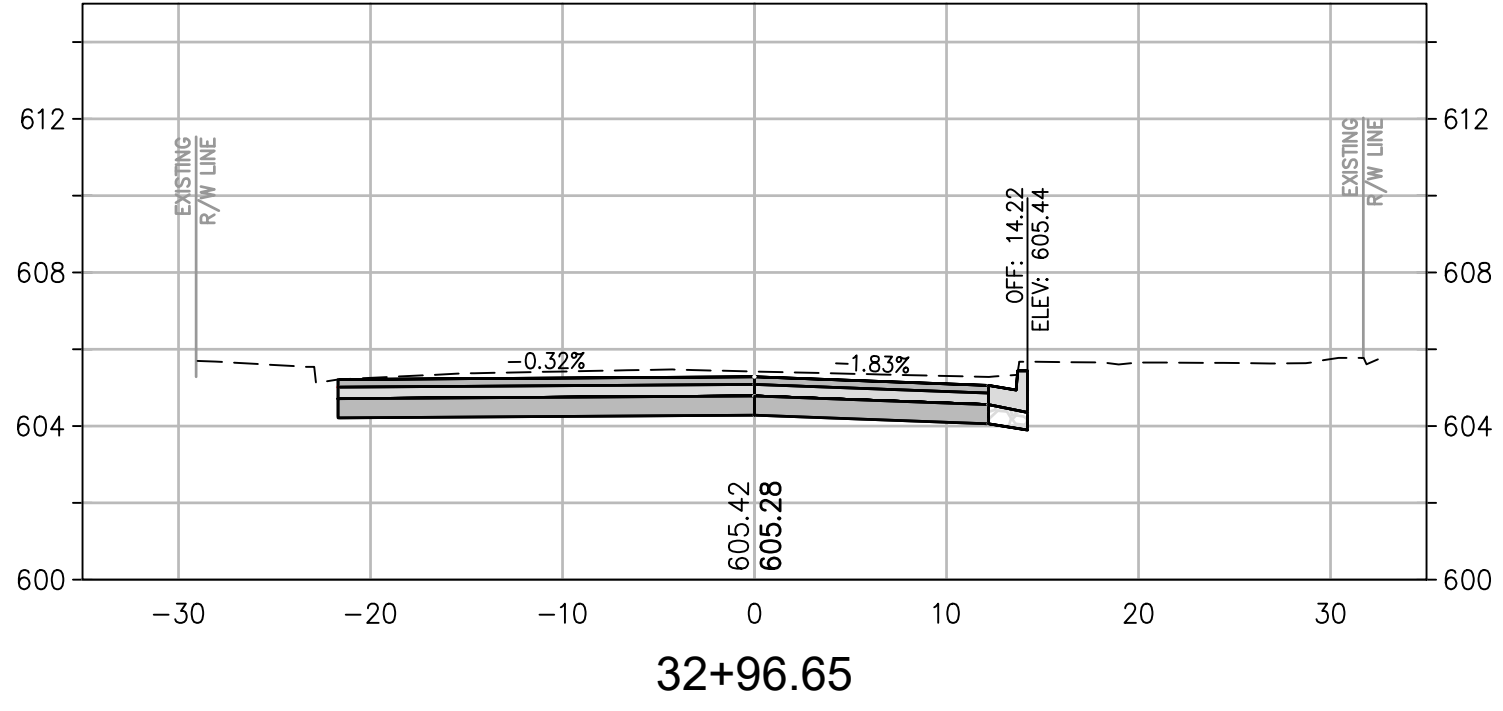
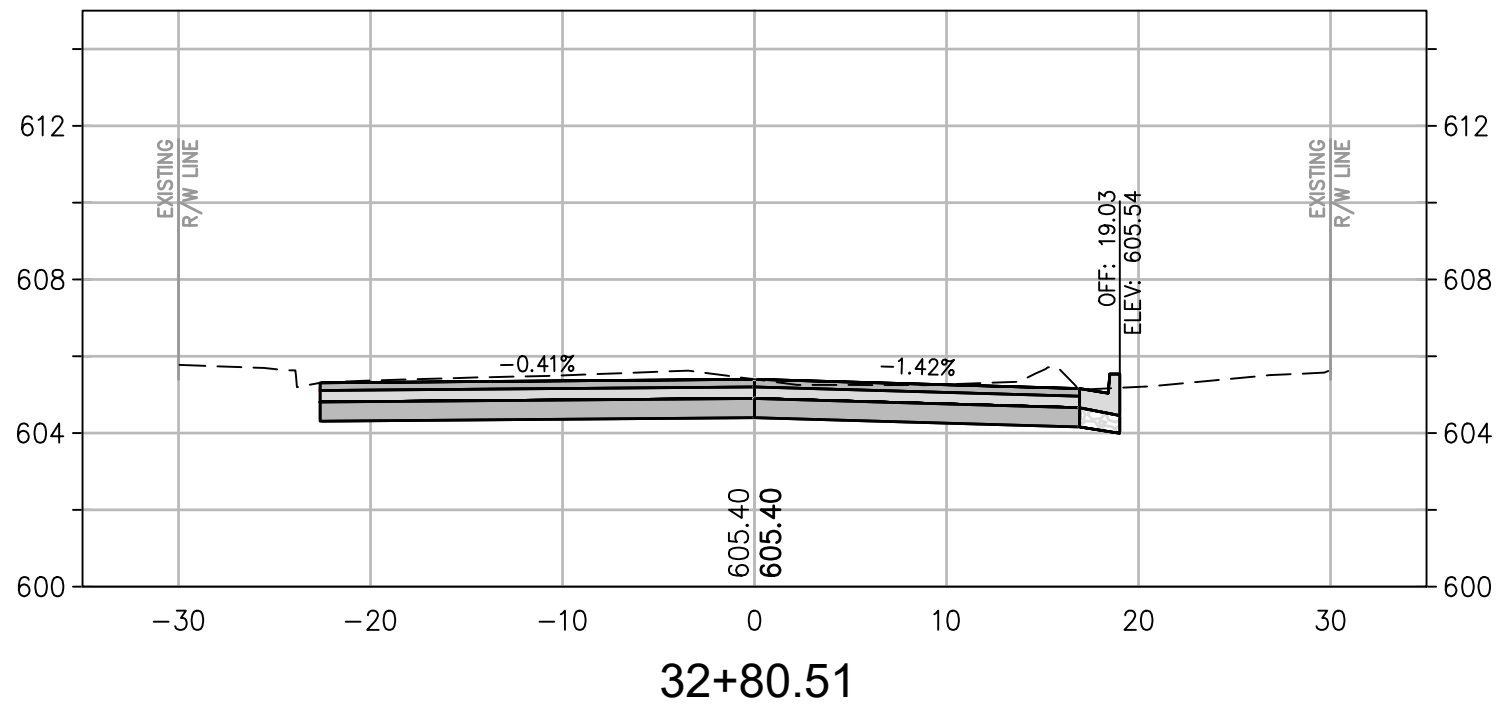
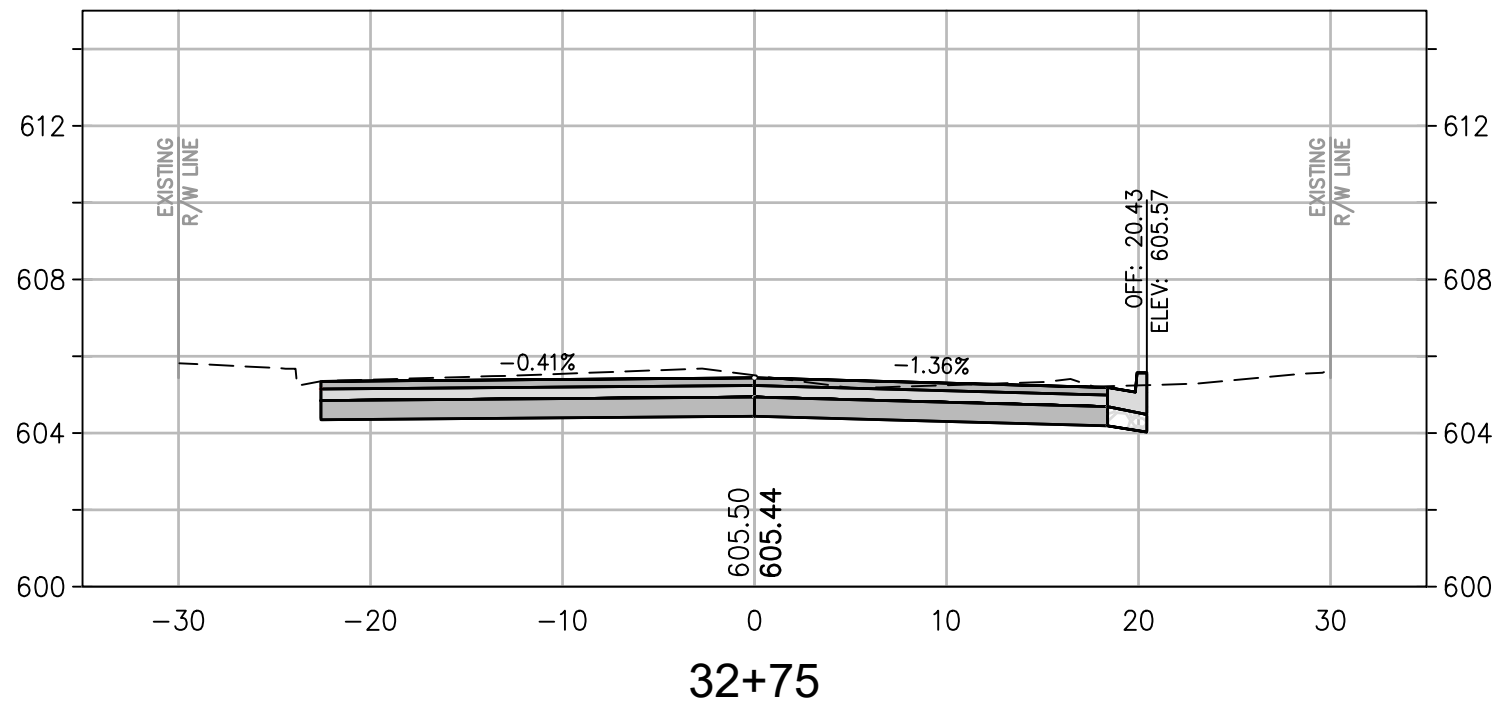
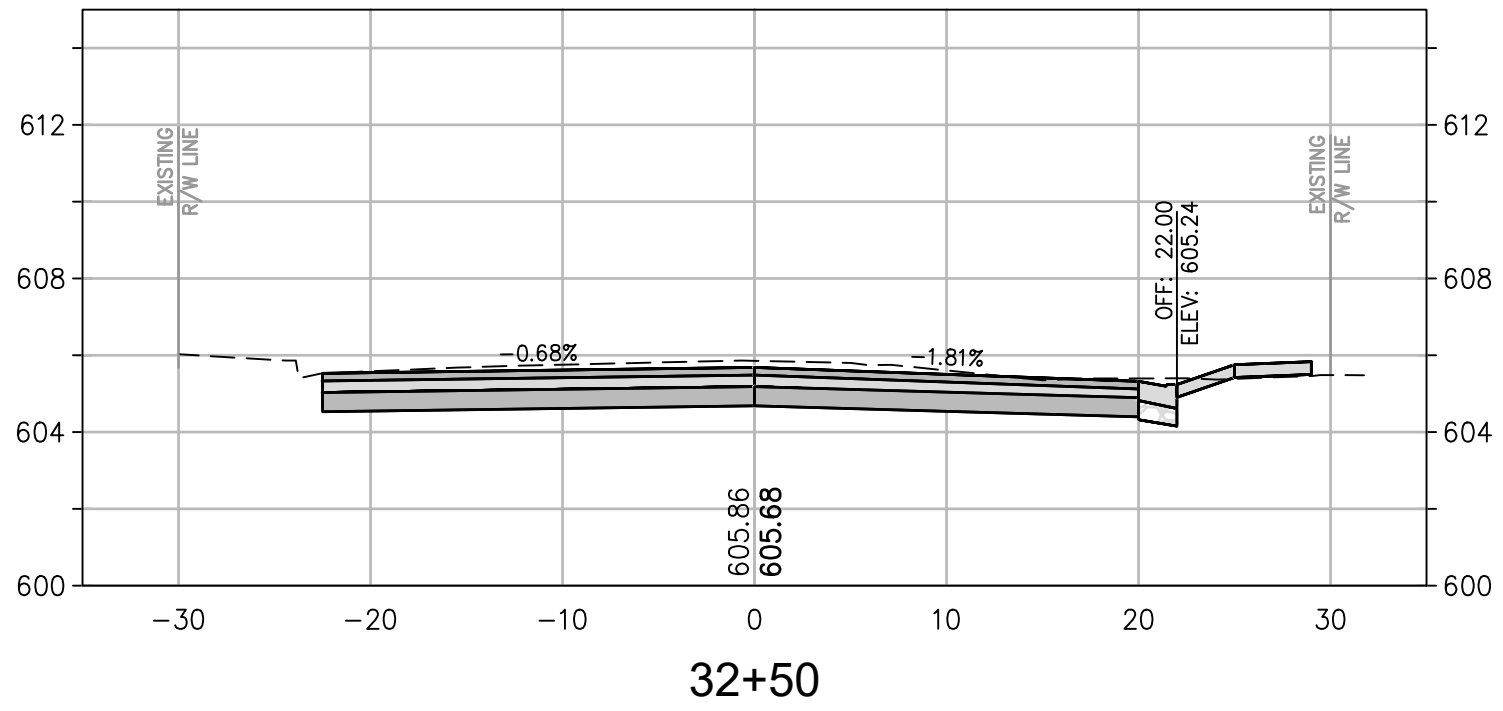
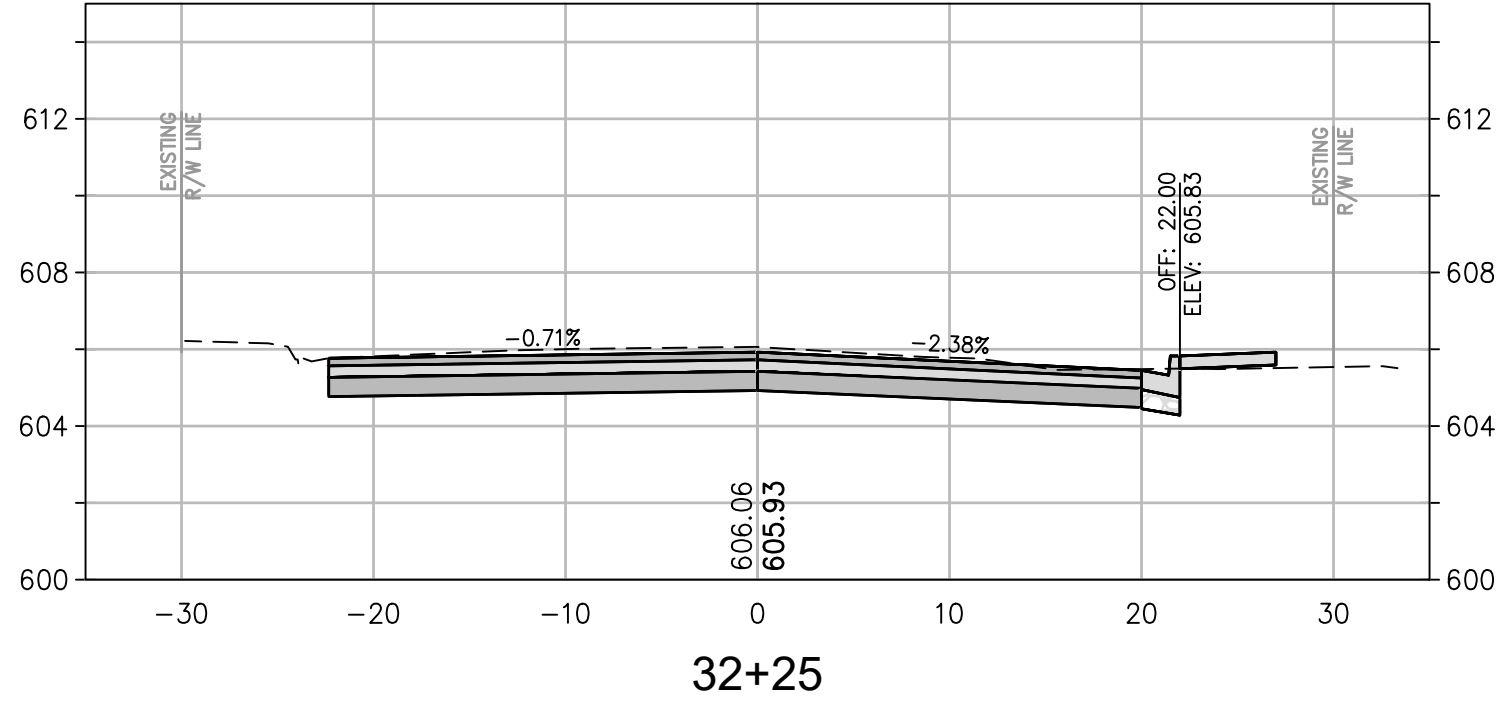
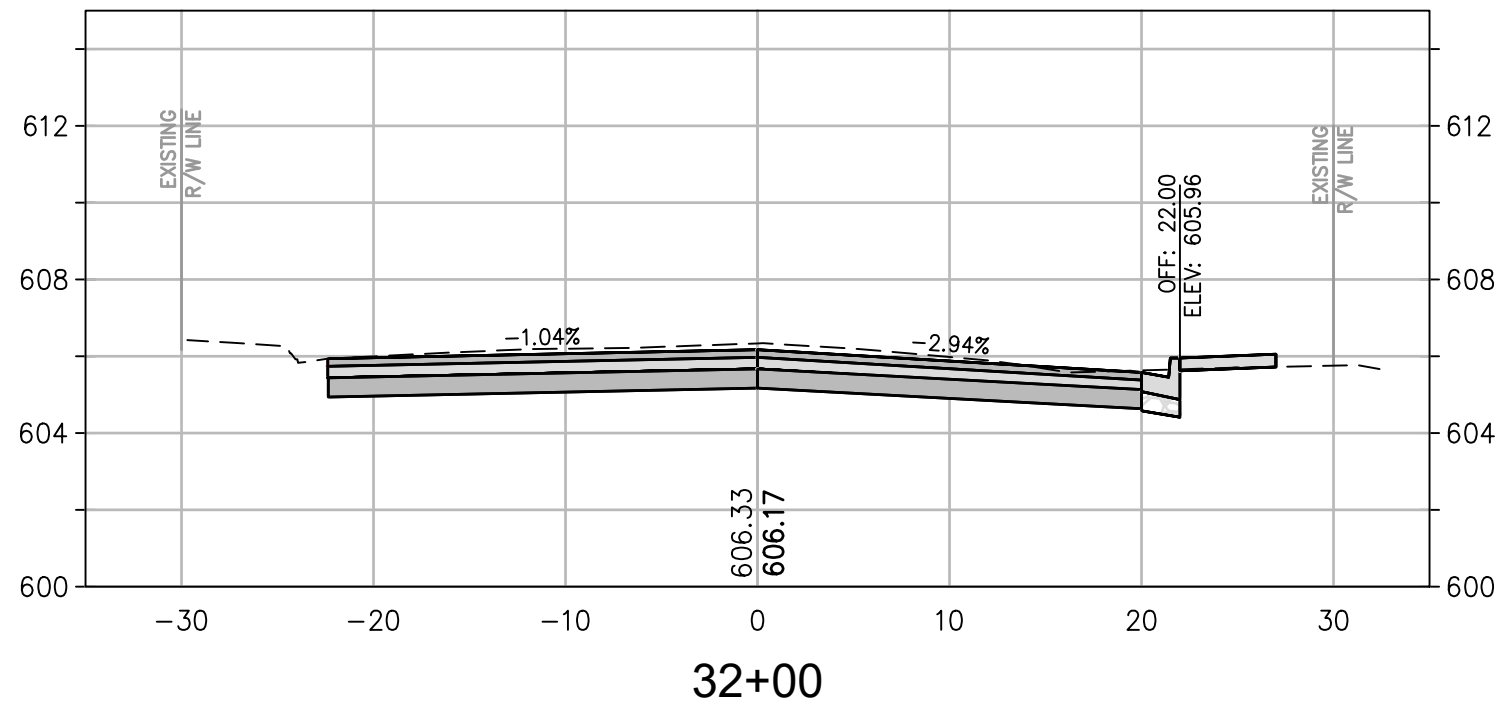
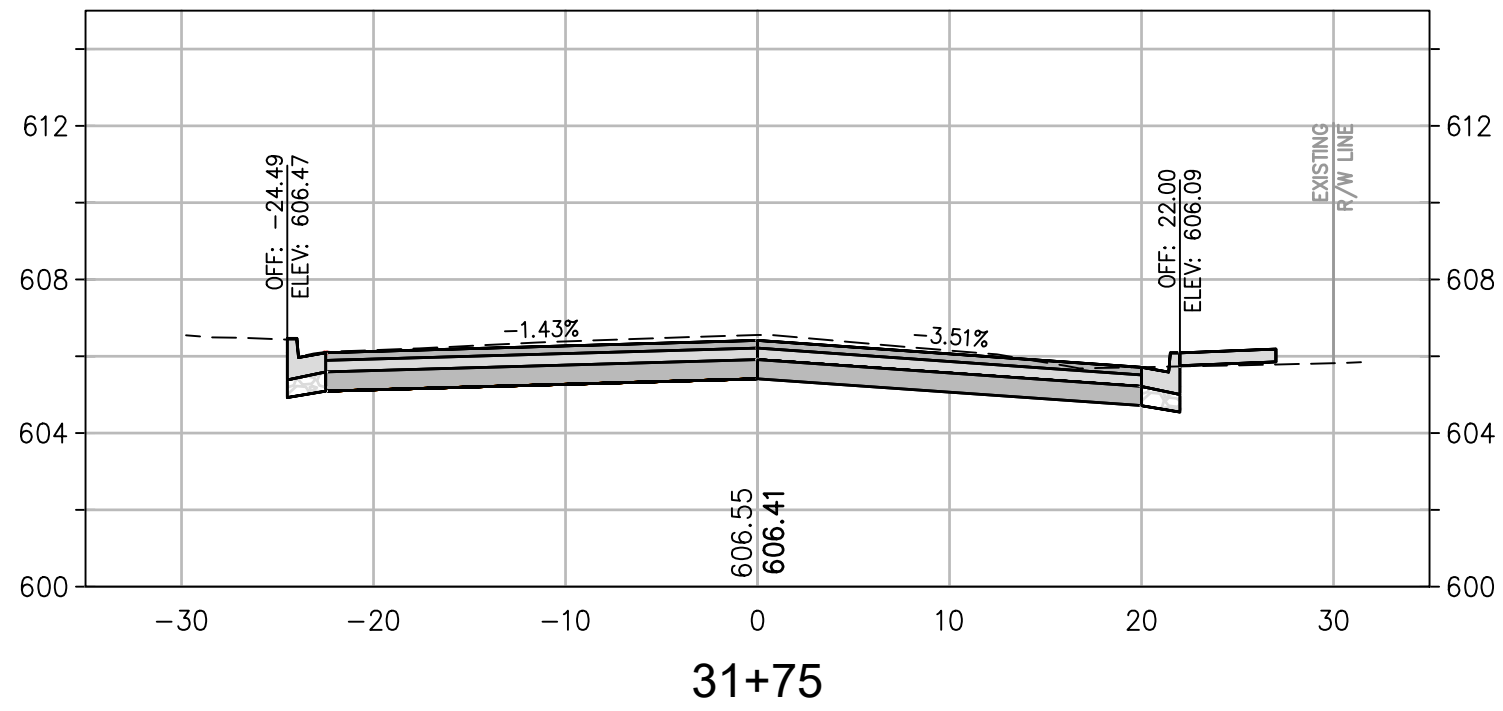
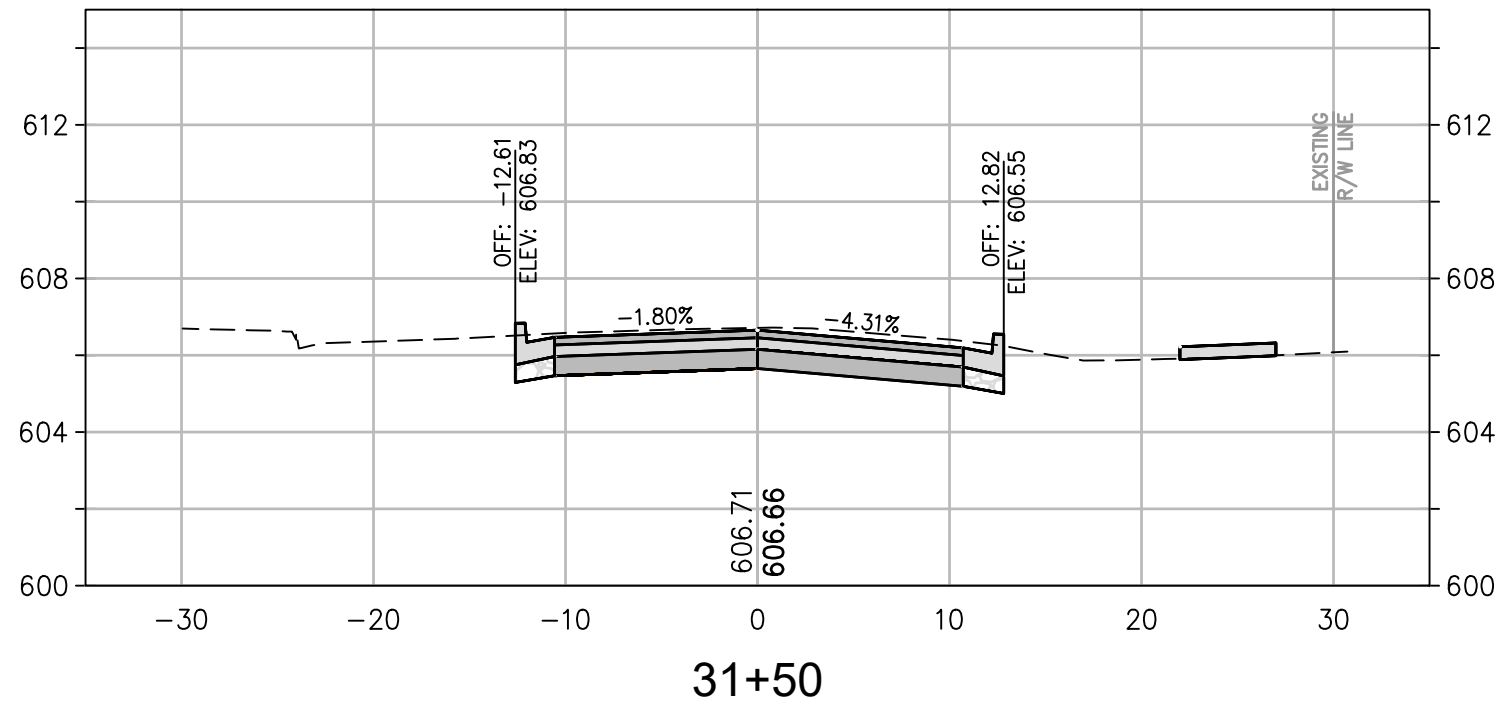
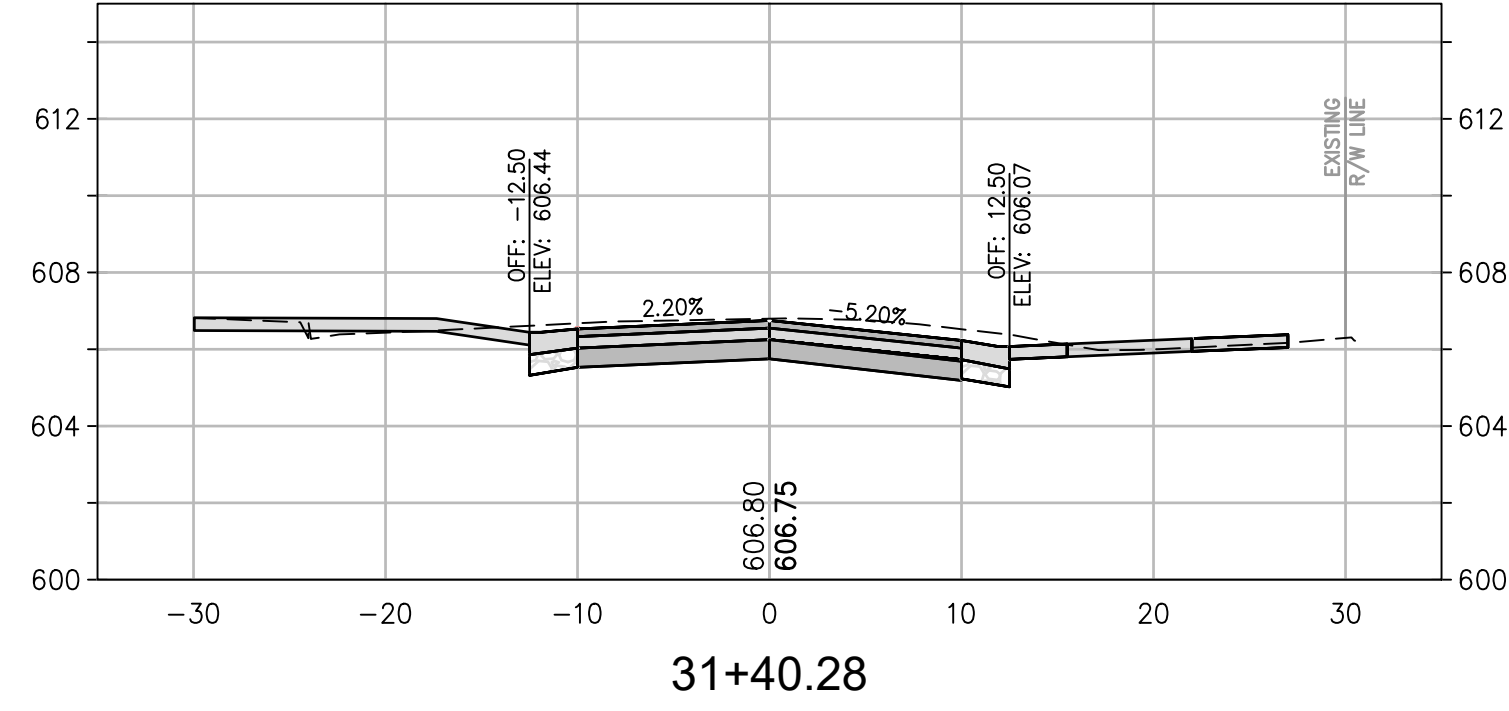
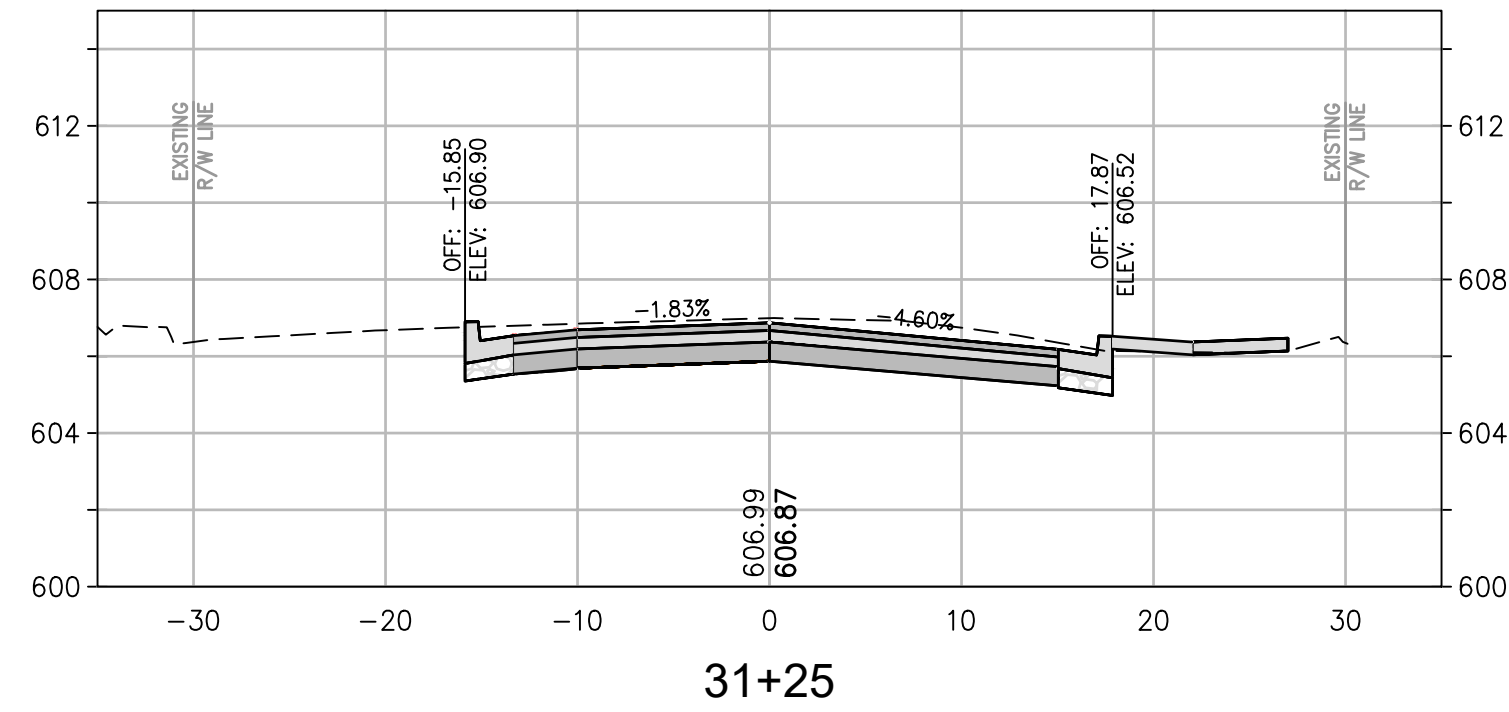
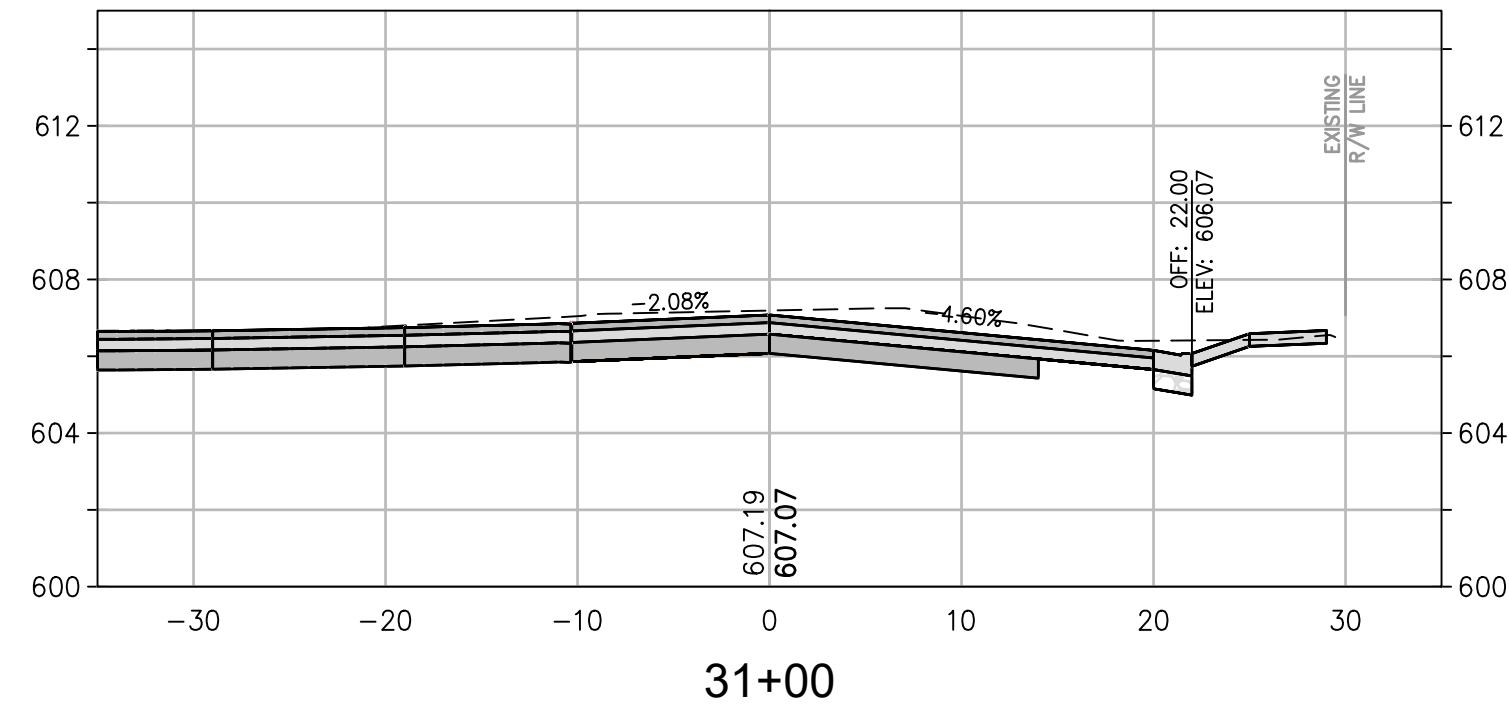
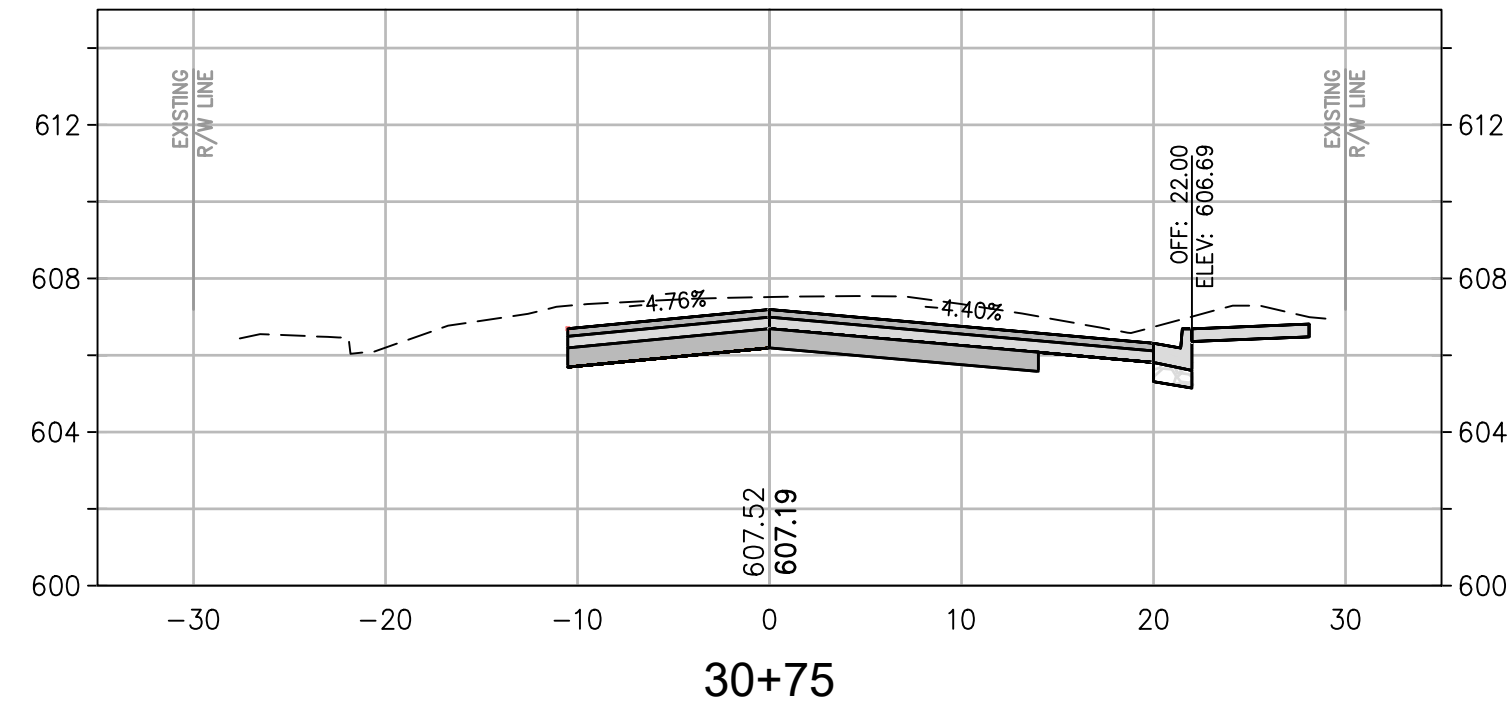


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FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

3
2
1

ORIGINAL PLOT DATE:



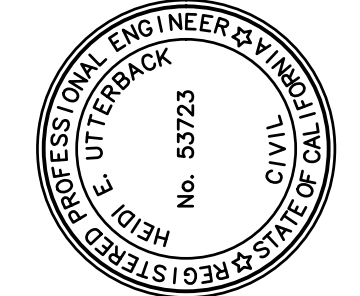
CROSS SECTION SCALES
HORIZ.: 1" = 10'
VERT.: 1" = 5'

CITY OF UKIAH CALIFORNIA

CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08

Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005

PREPARED UNDER THE DIRECTION OF
HEIDI E. UTTERBACK
DESIGNED BY
DRAWN BY
REVIEWED BY
WJK
WJK
HEU



PROJECT NUMBER
29-4352
DRAWING DATE
APRIL 2020
SHEET NUMBER
28 OF 31

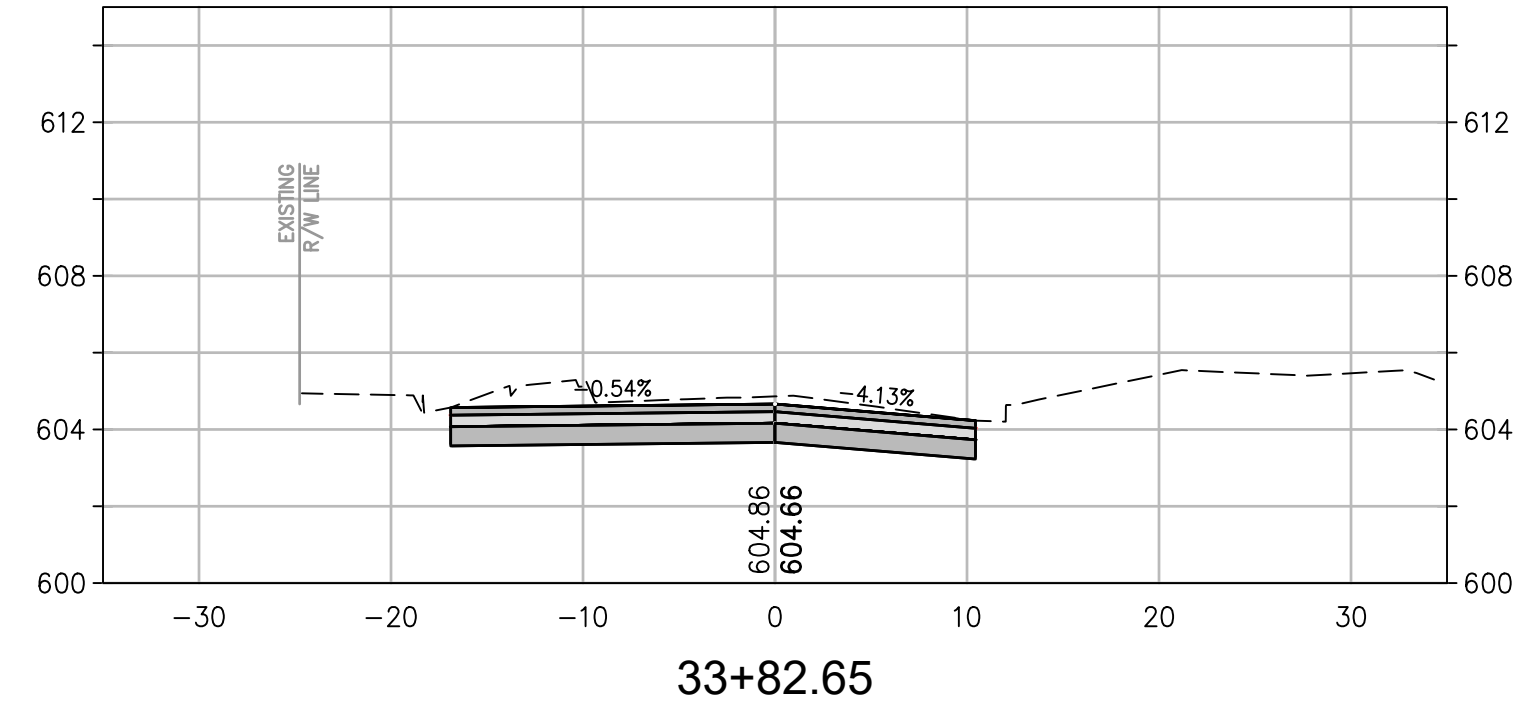
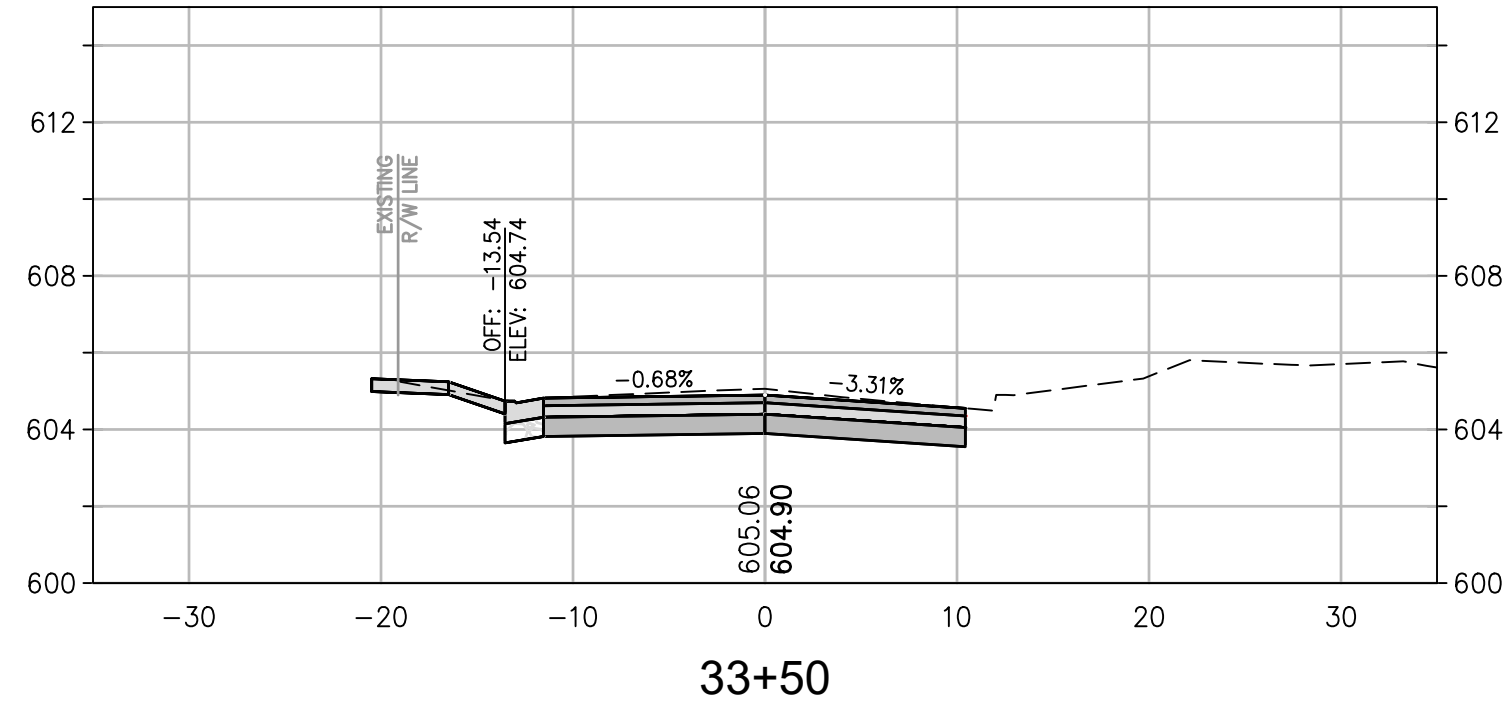
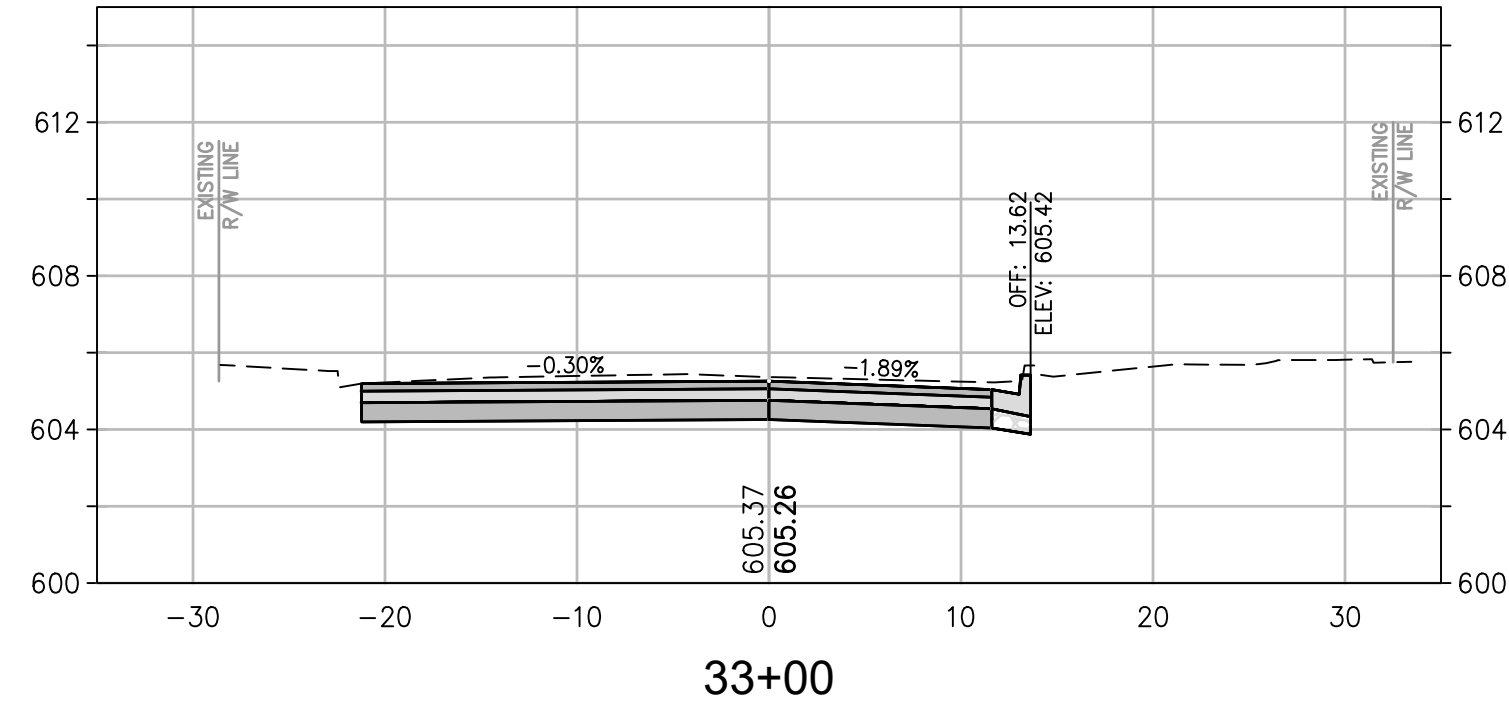
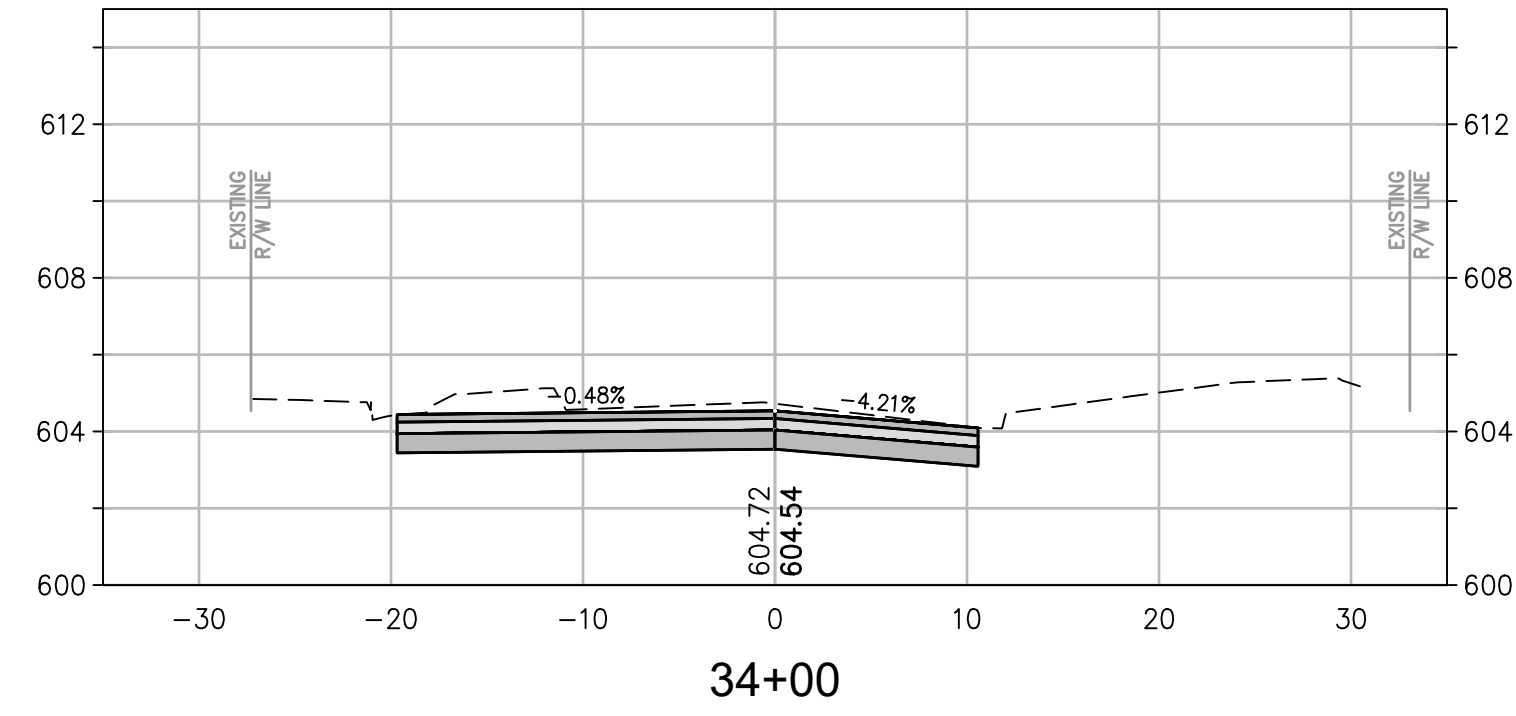
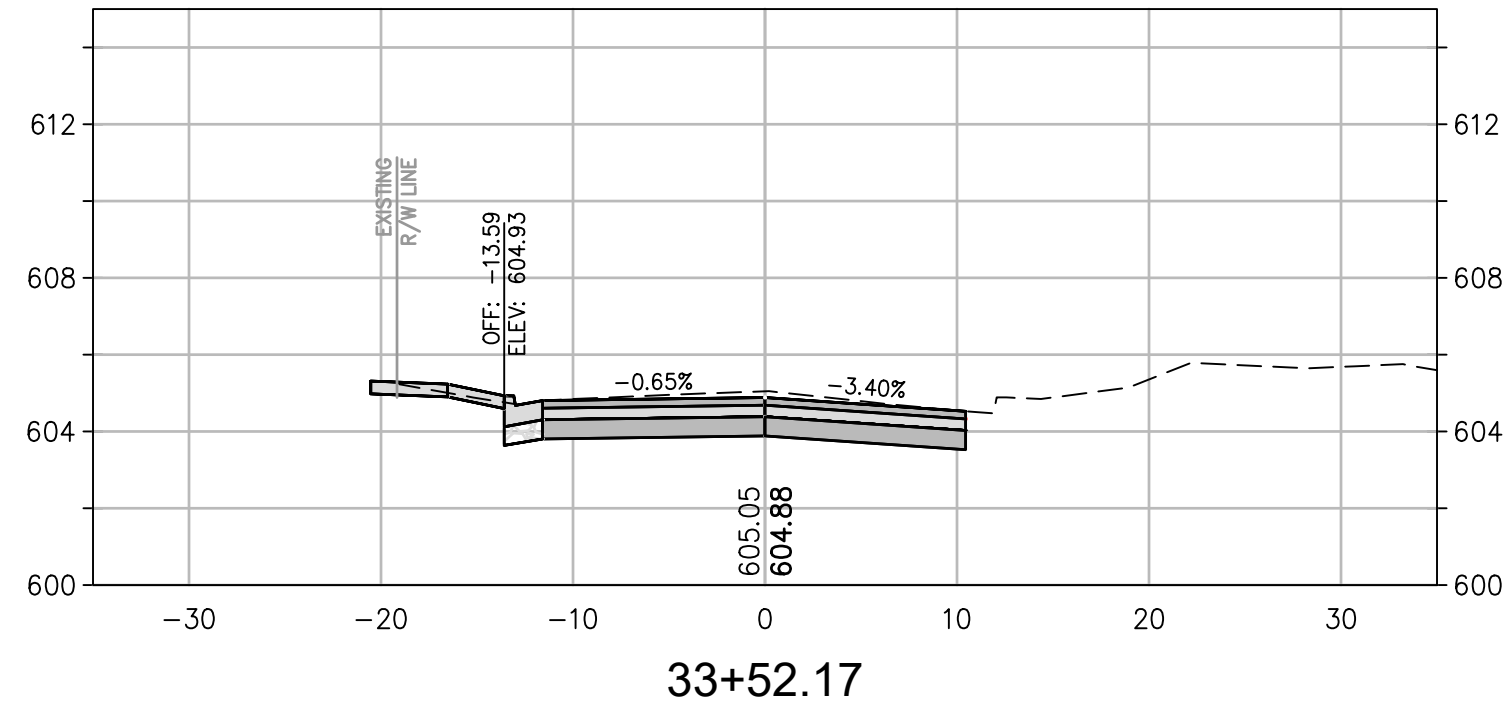
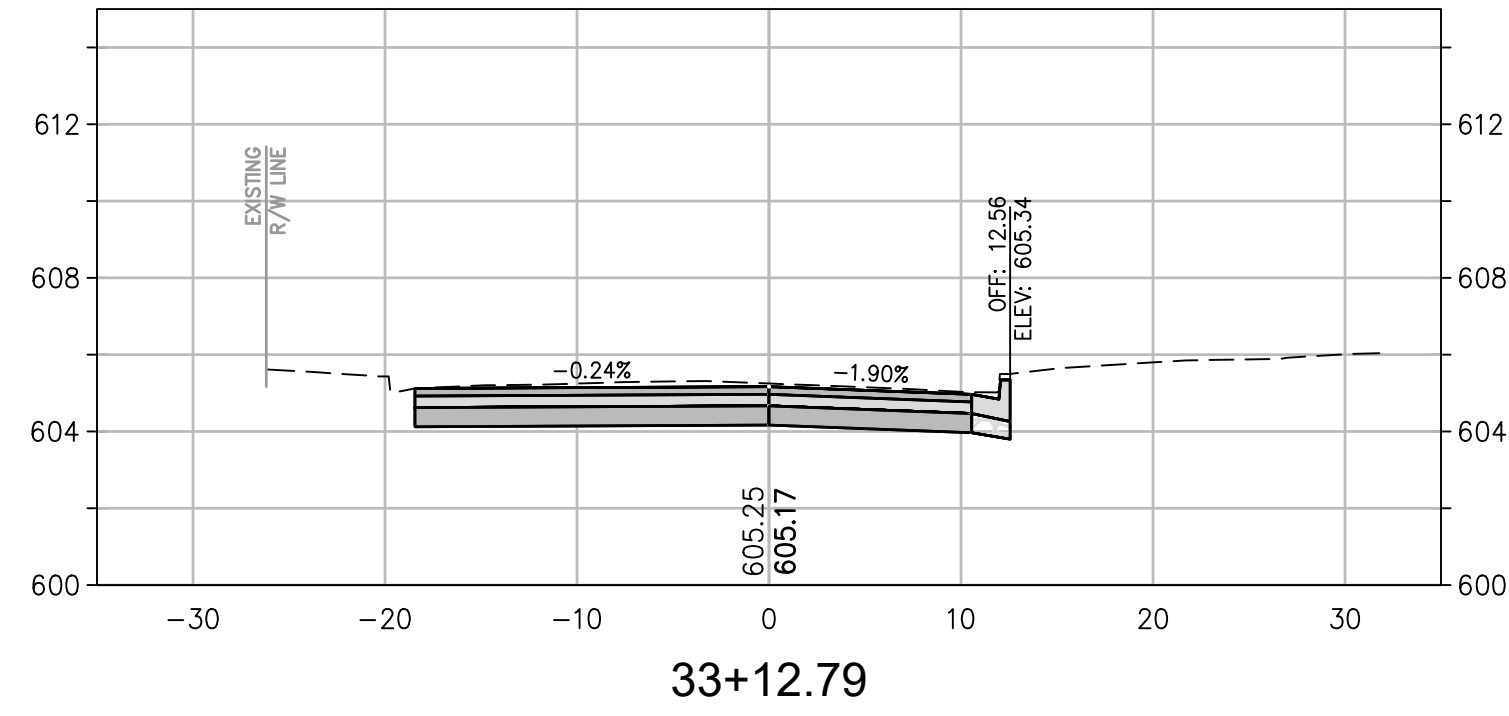
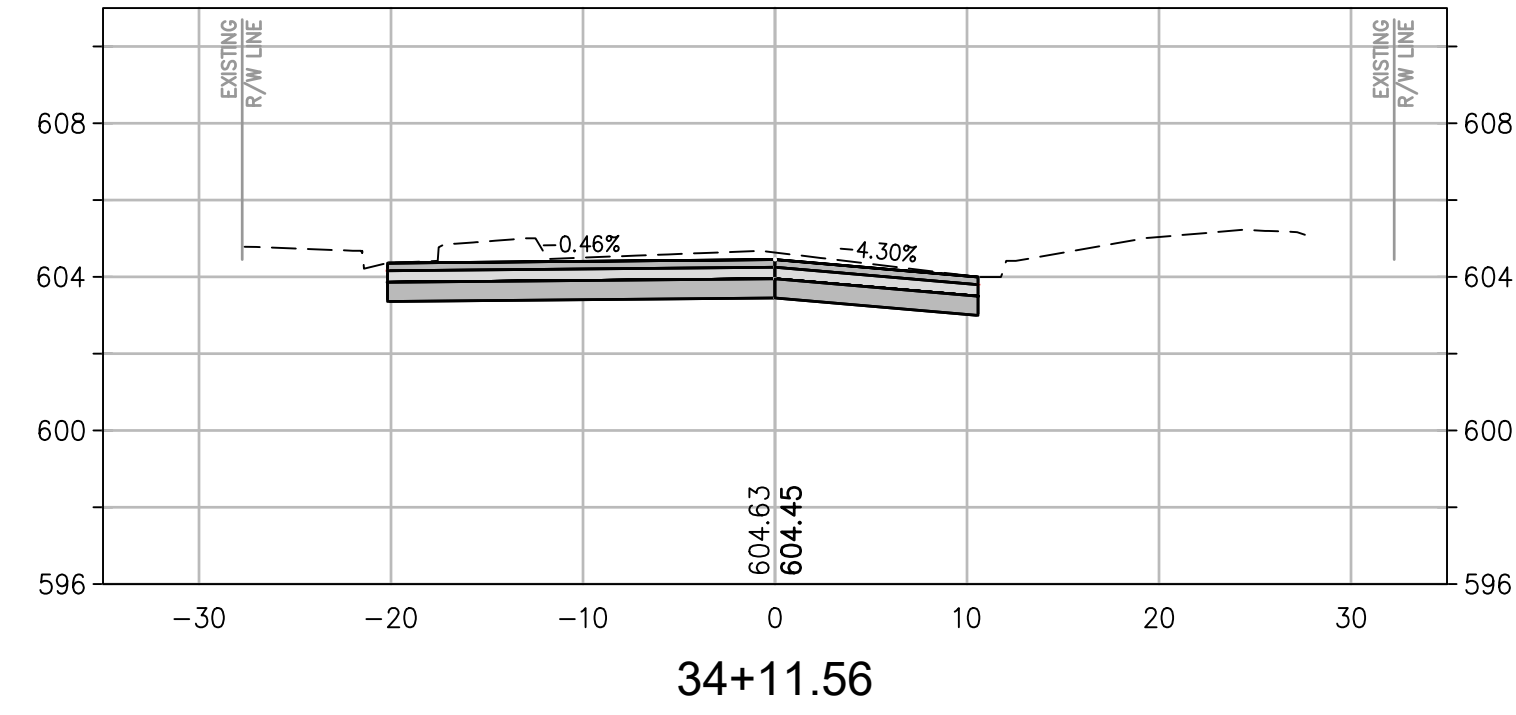
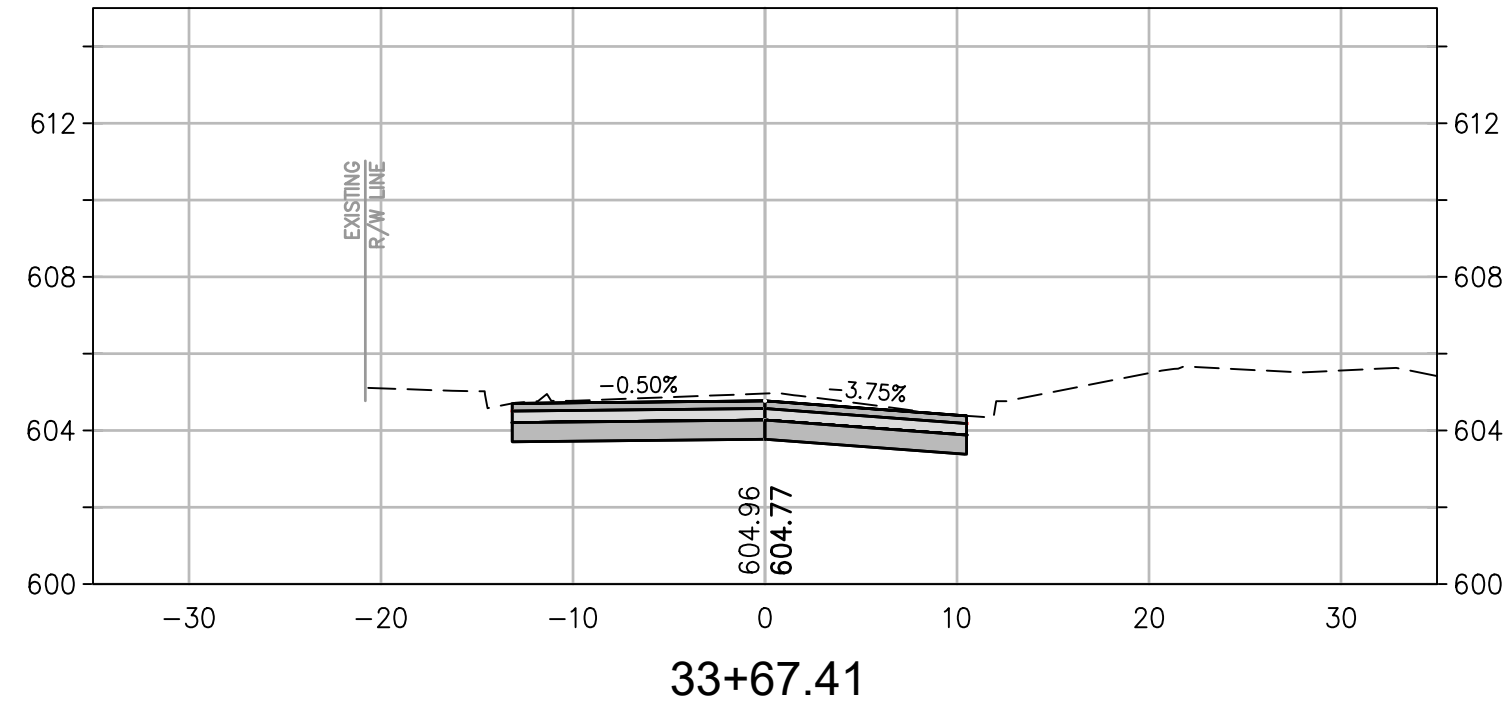
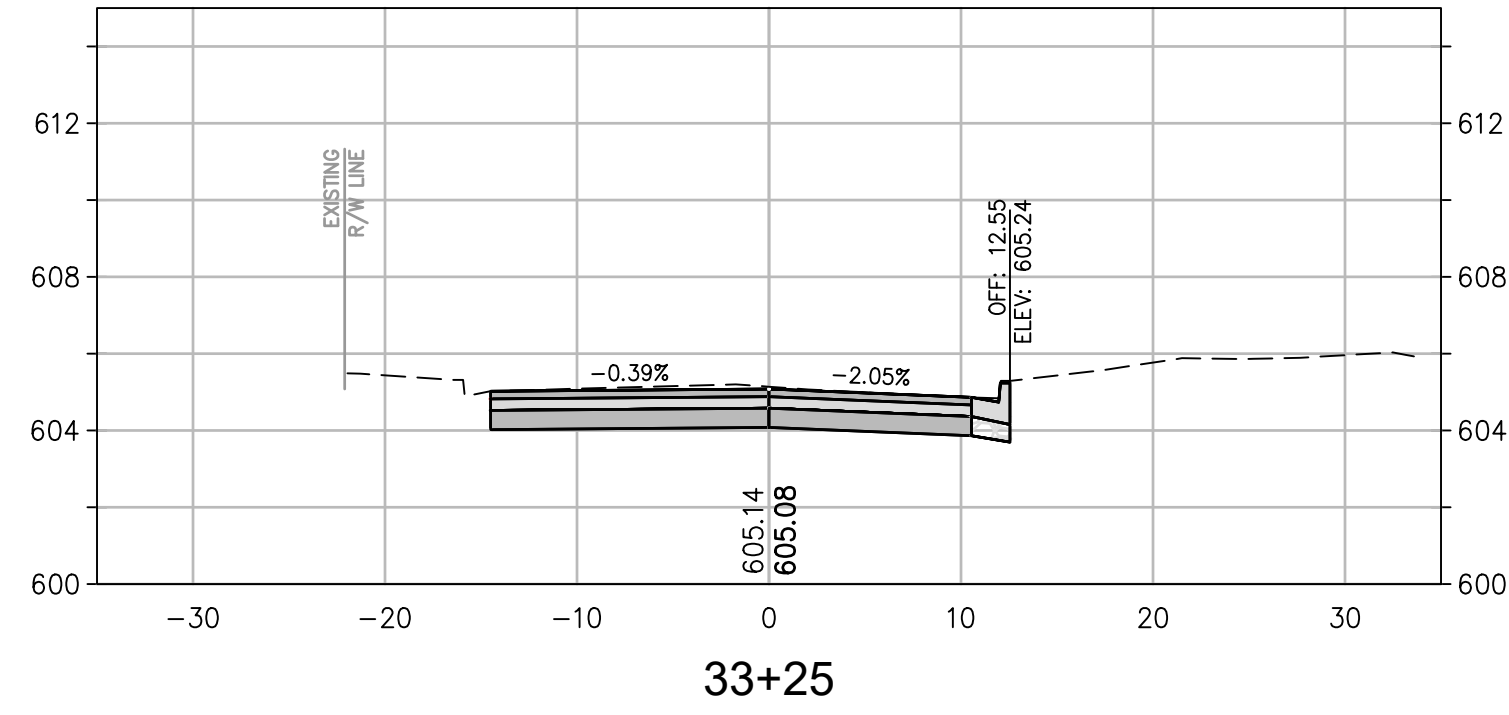
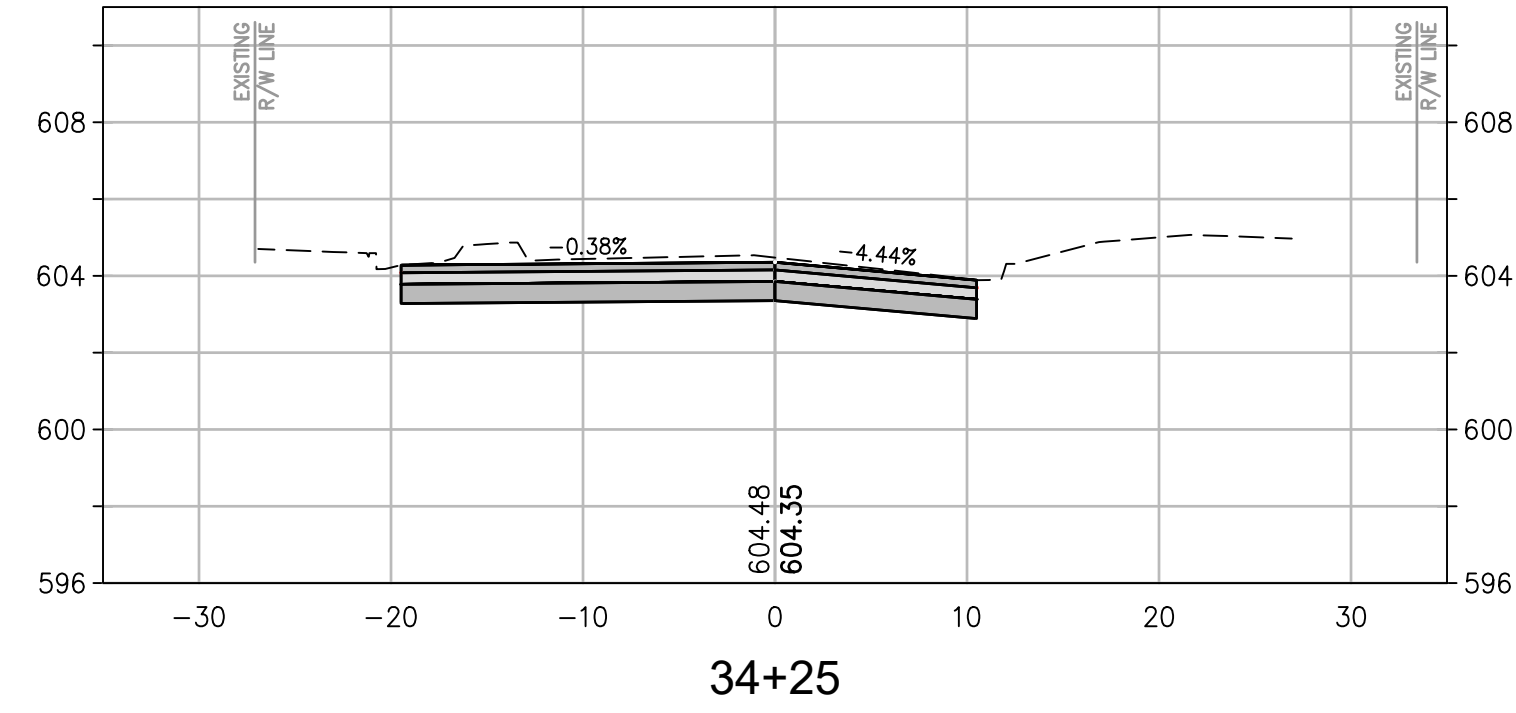
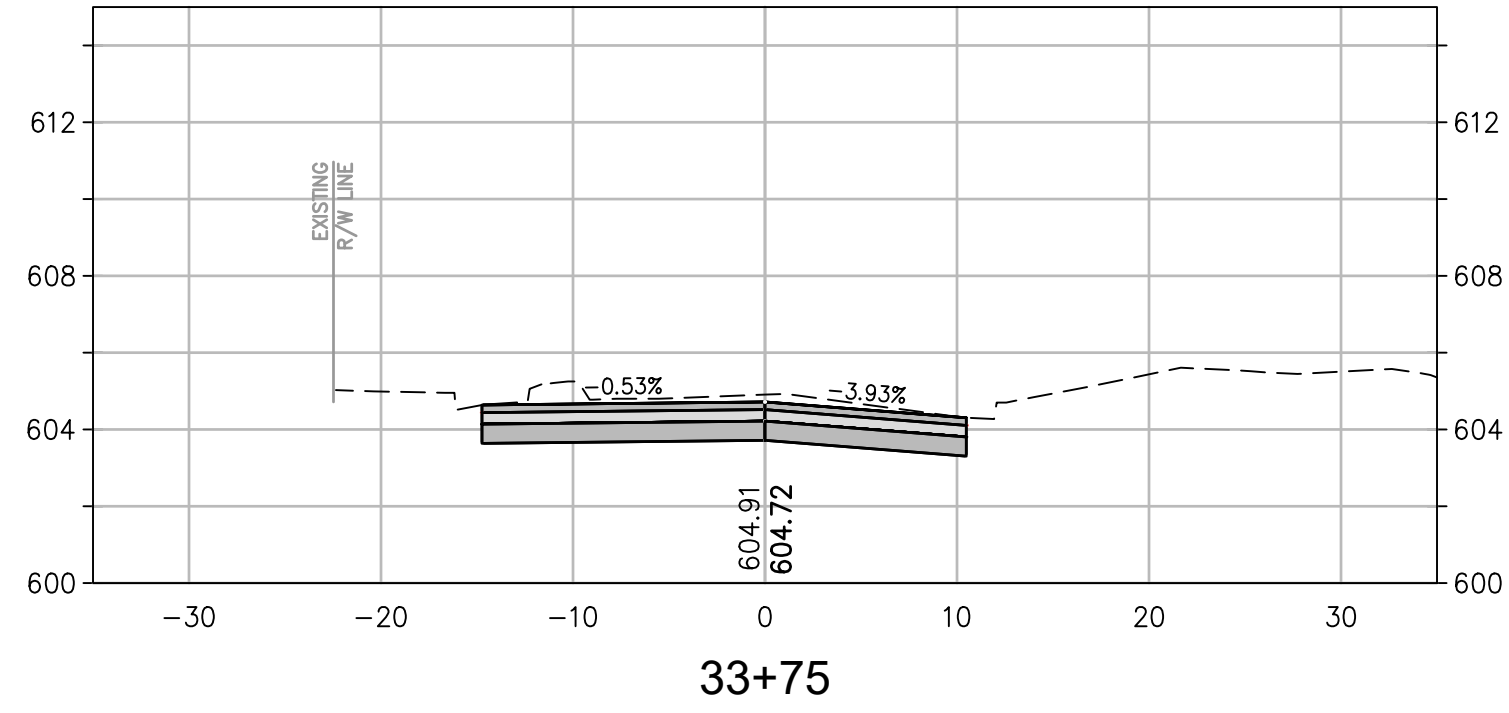
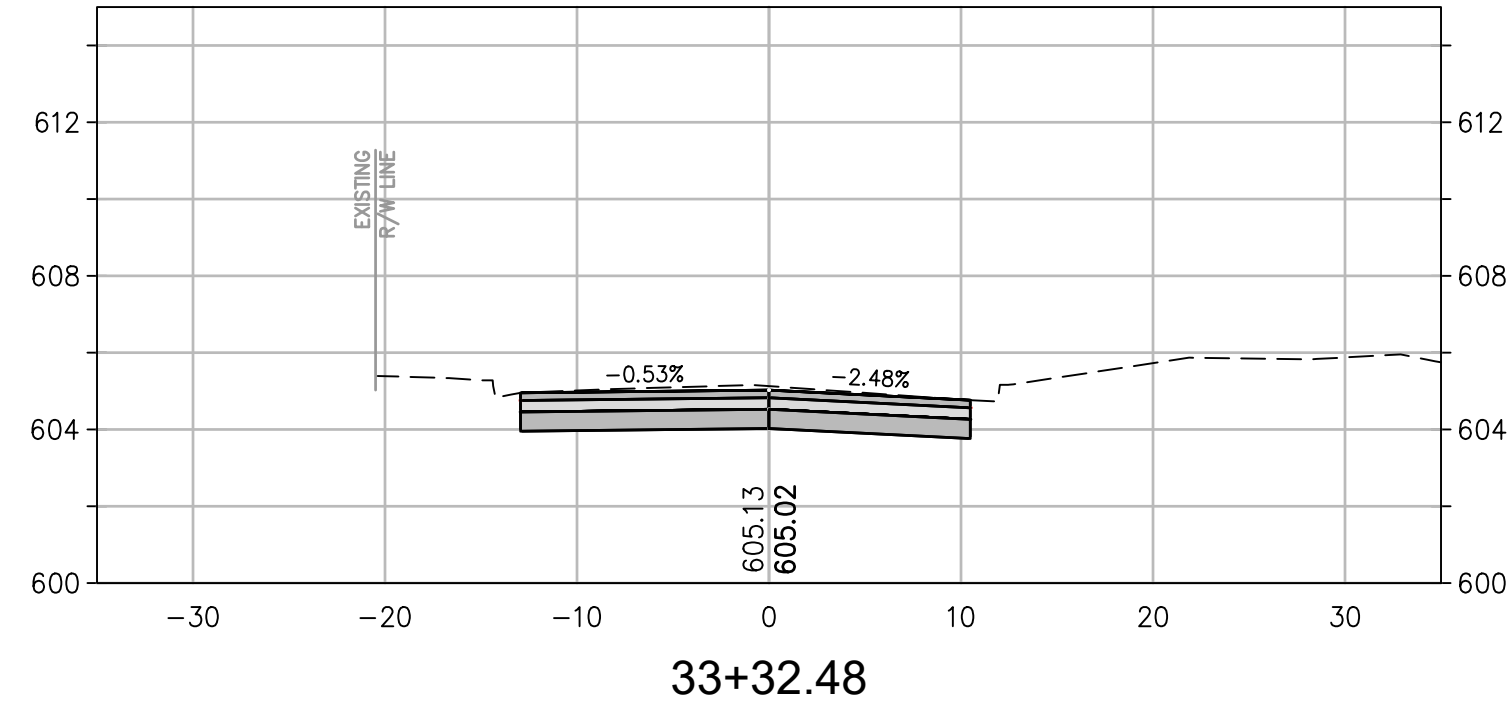
CROSS SECTIONS
STA. 30+75 TO STA. 32+96.65

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FOR REDUCED PLANS, THE 0
ORIGINAL SCALE IS IN INCHES

3
2
1

ORIGINAL PLOT DATE:



CROSS SECTION SCALES
HORIZ.: 1" = 10'
VERT.: 1" = 5'

CITY OF UKIAH CALIFORNIA

CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08

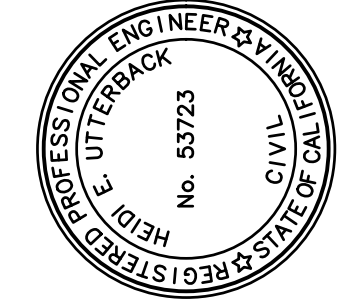
PROJECT NUMBER
29-4352

DRAWING DATE
APRIL 2020

SHEET NUMBER
29 OF 31

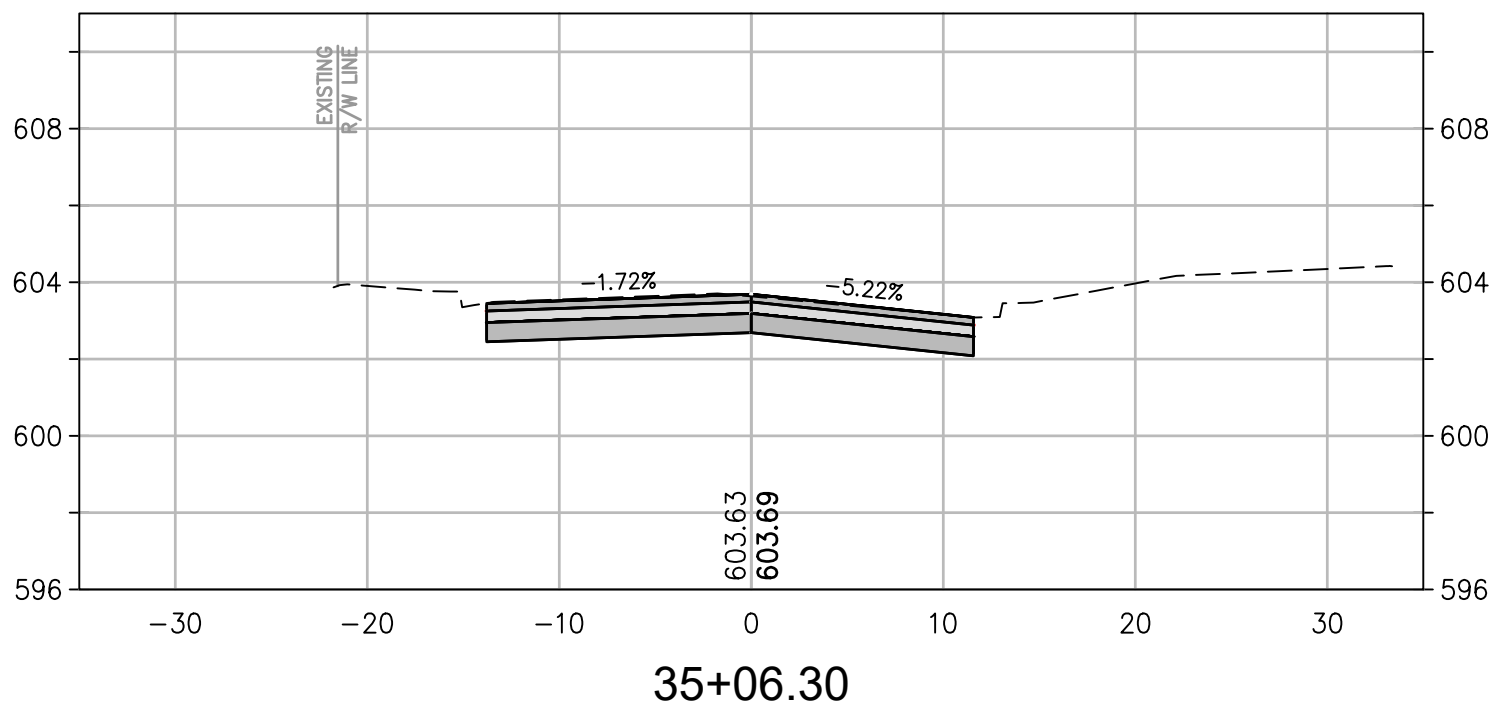
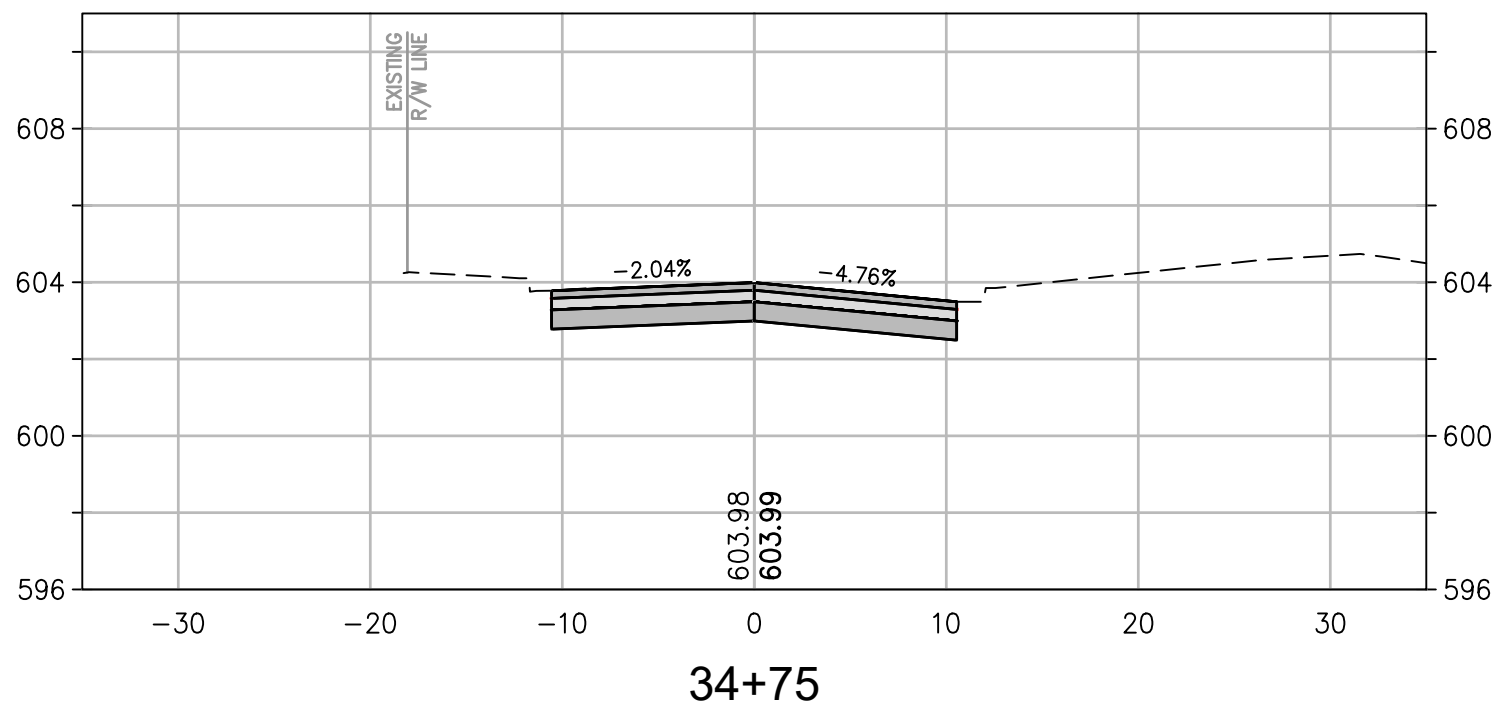
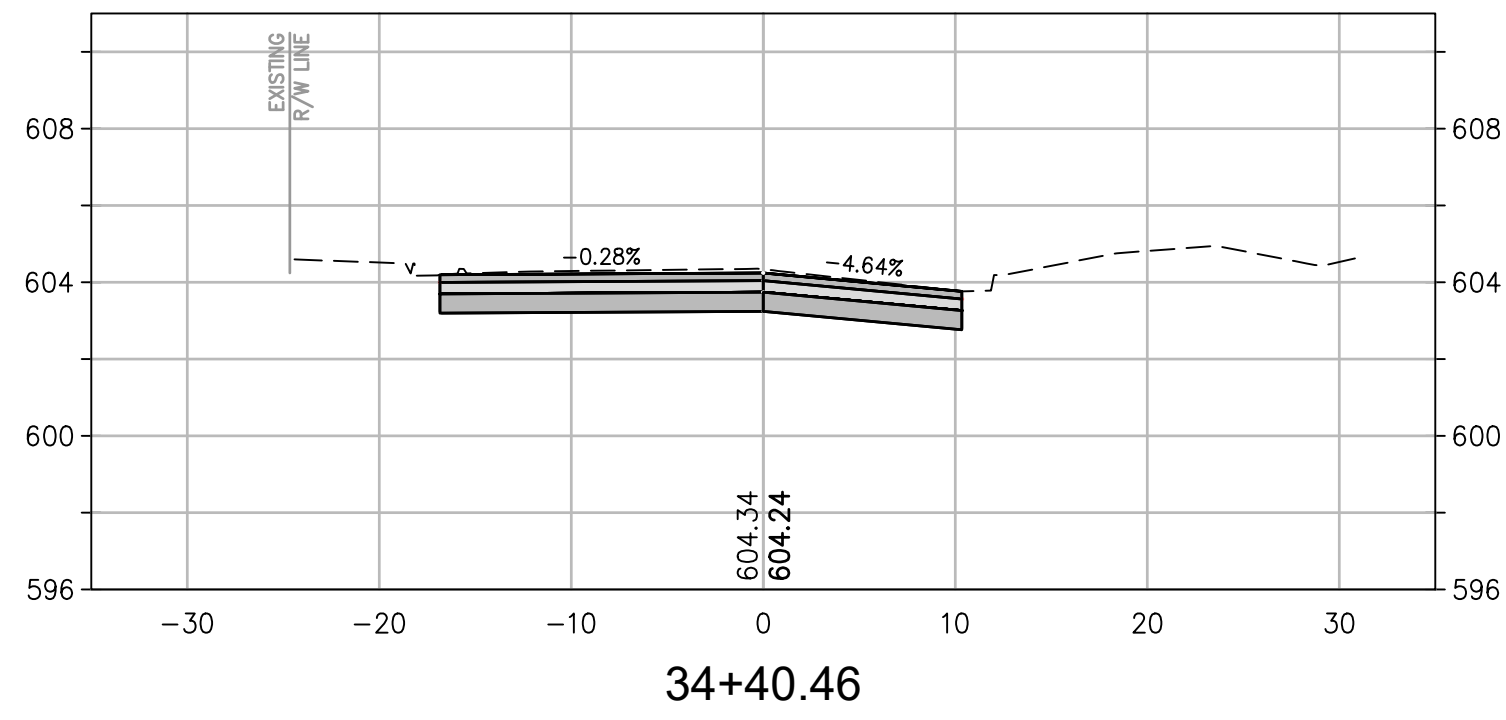
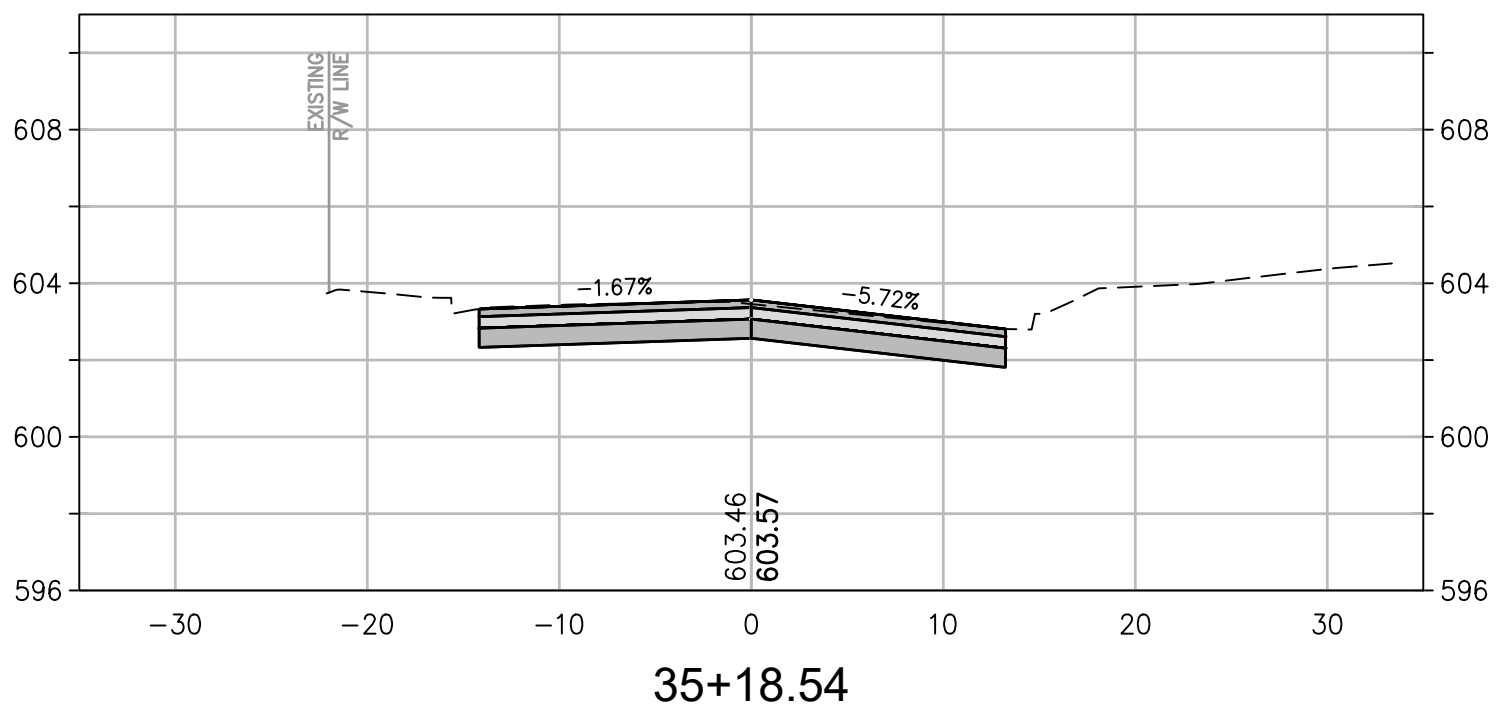
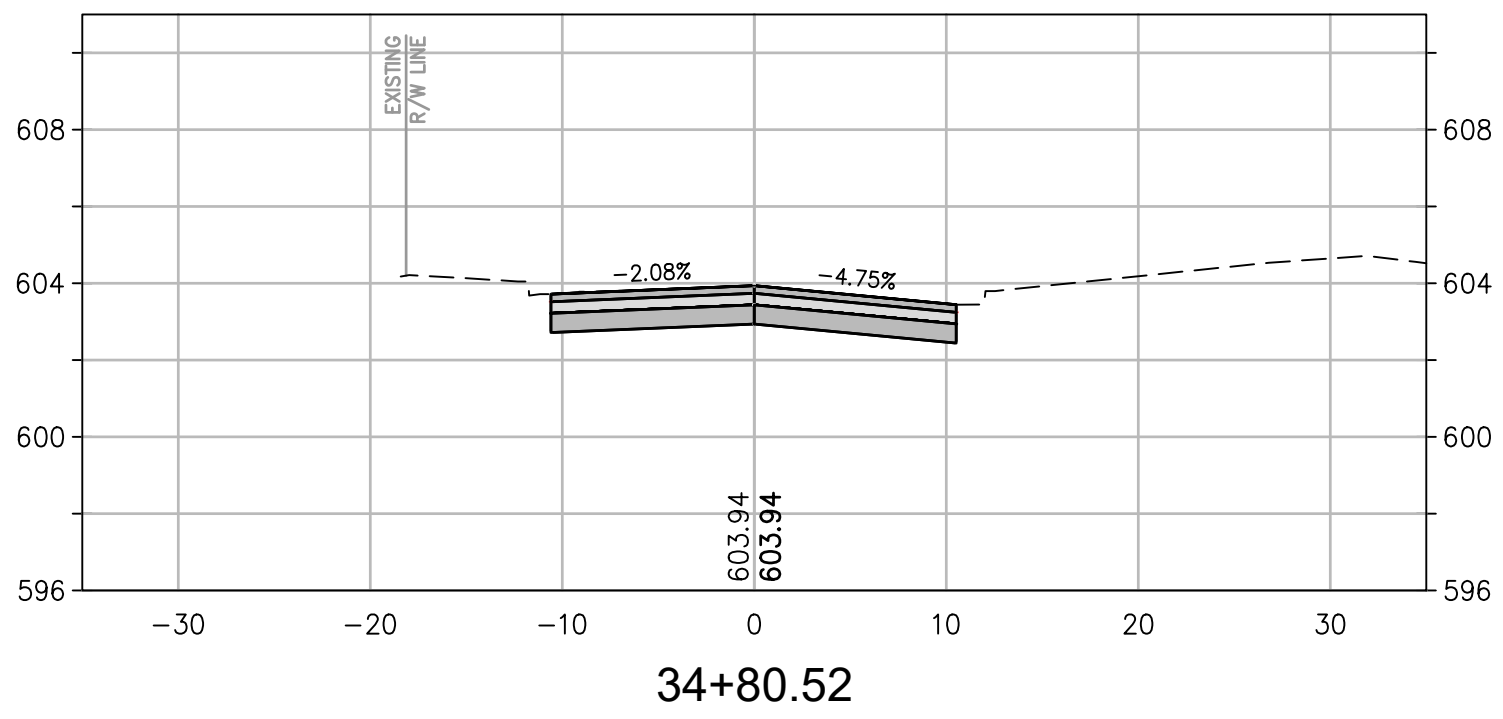
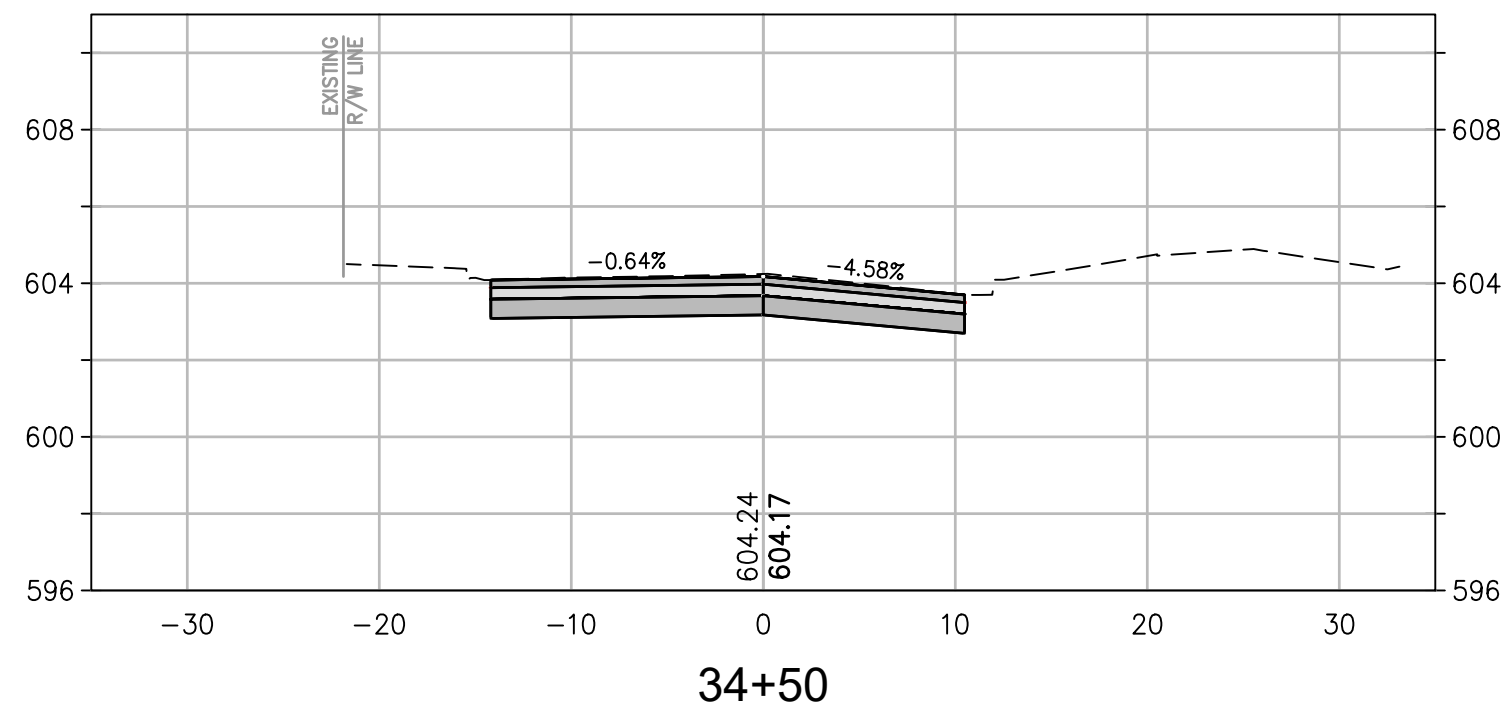
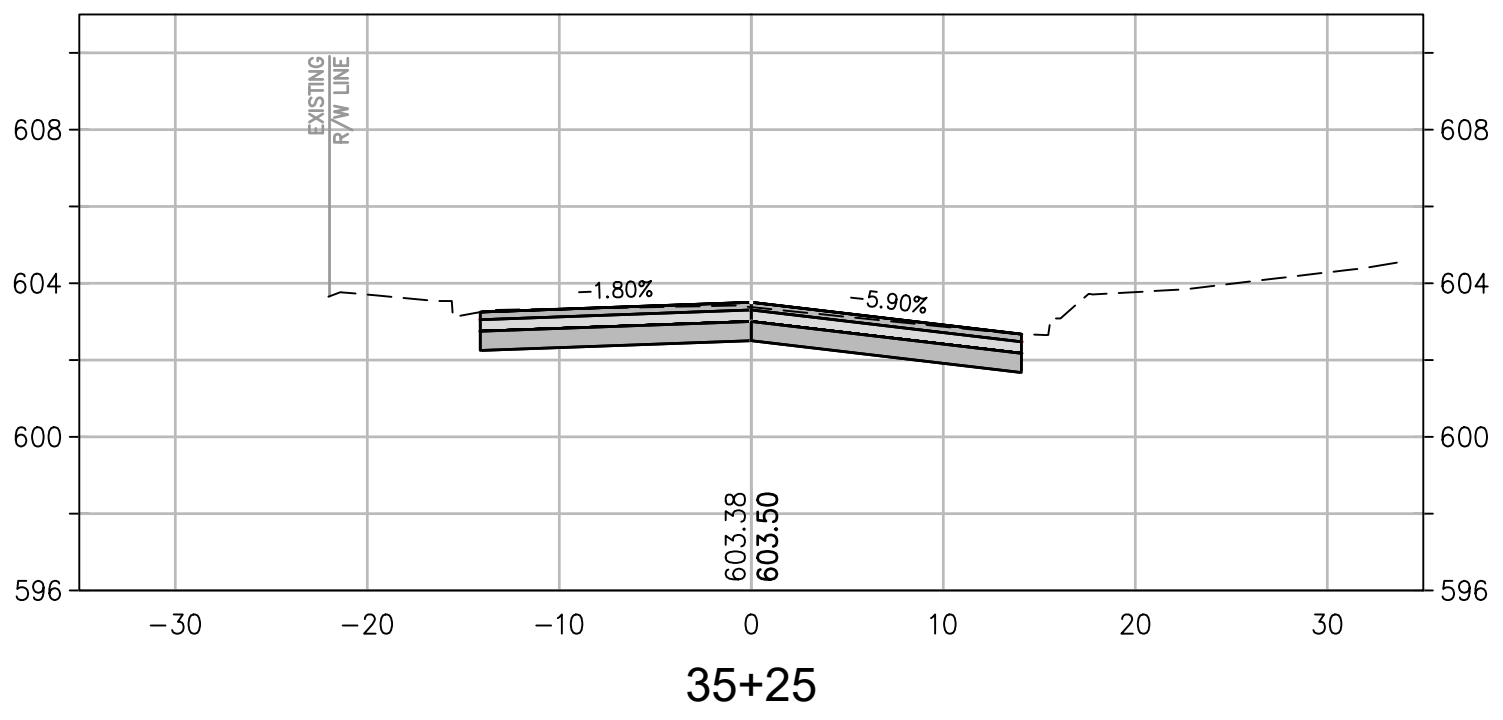
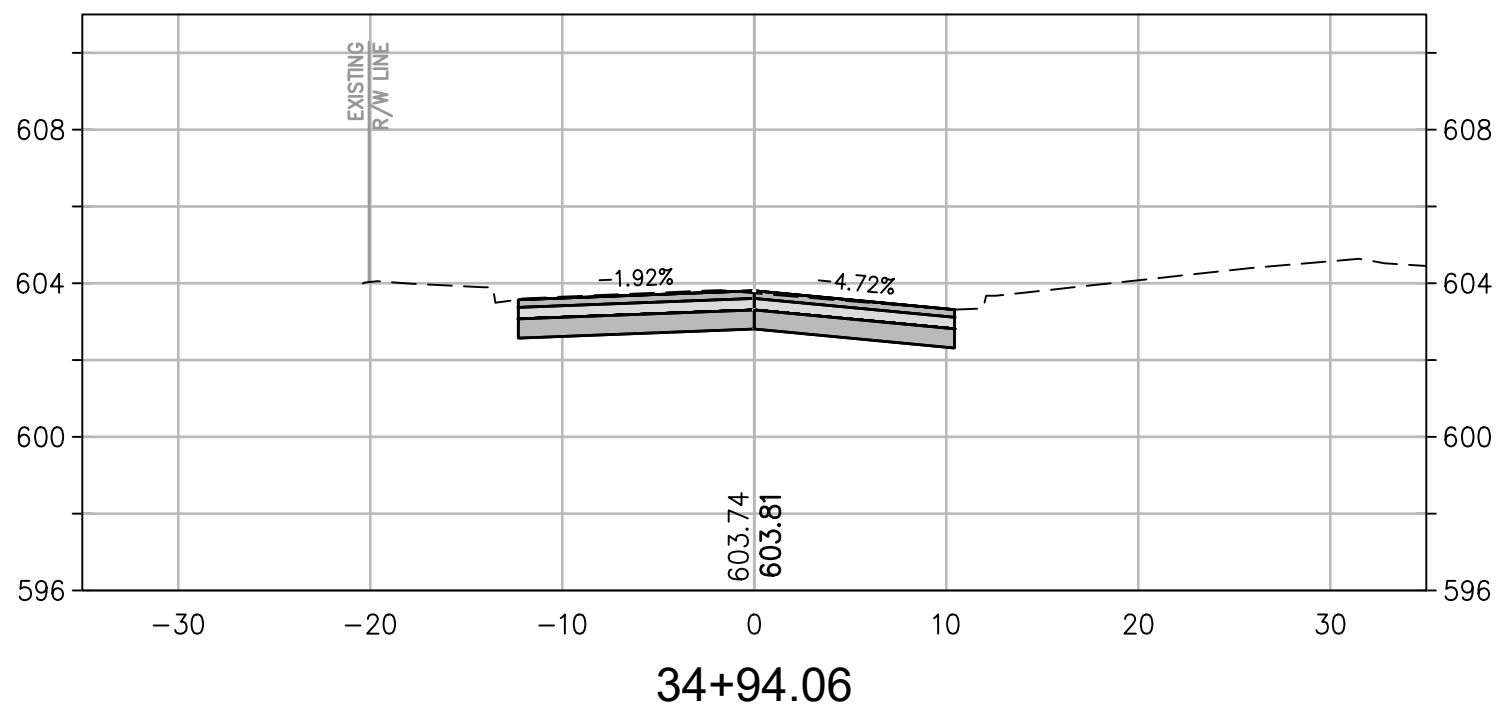
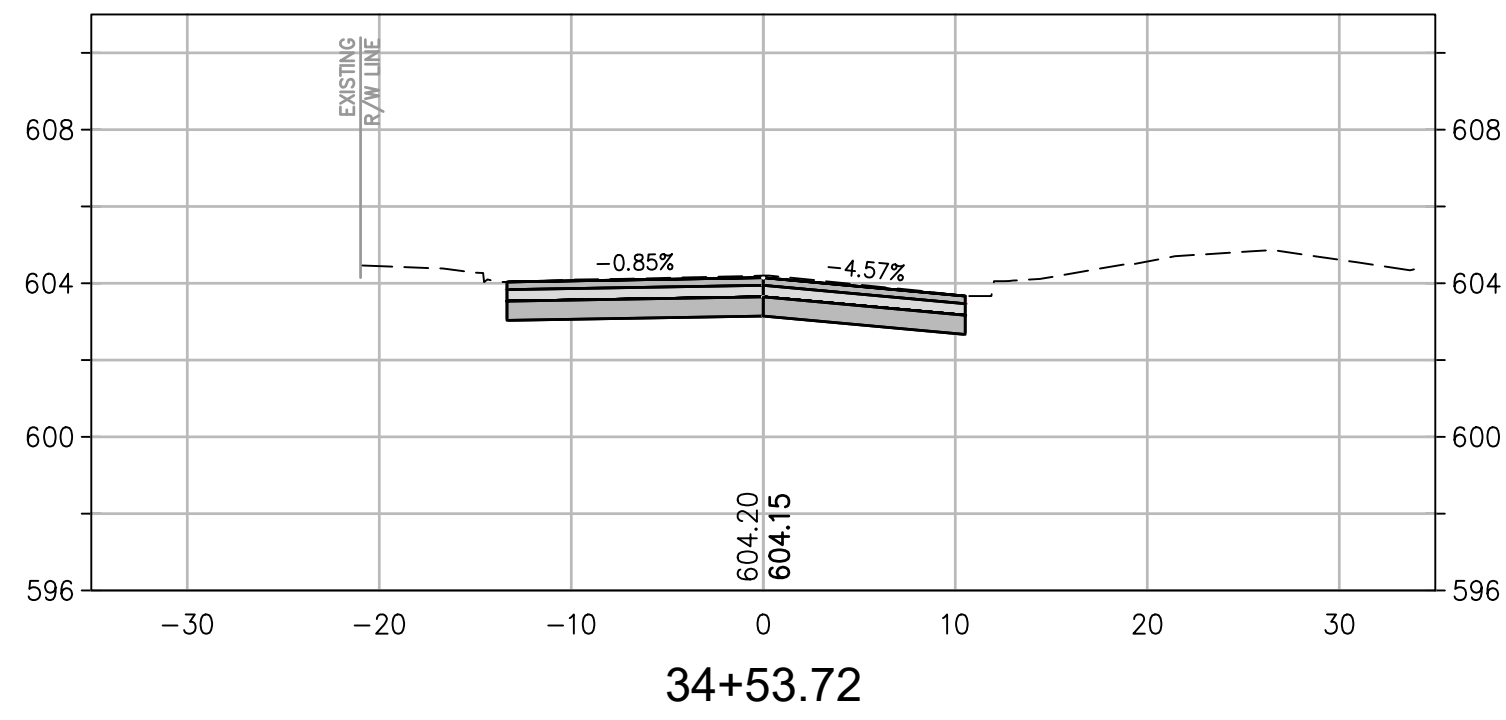
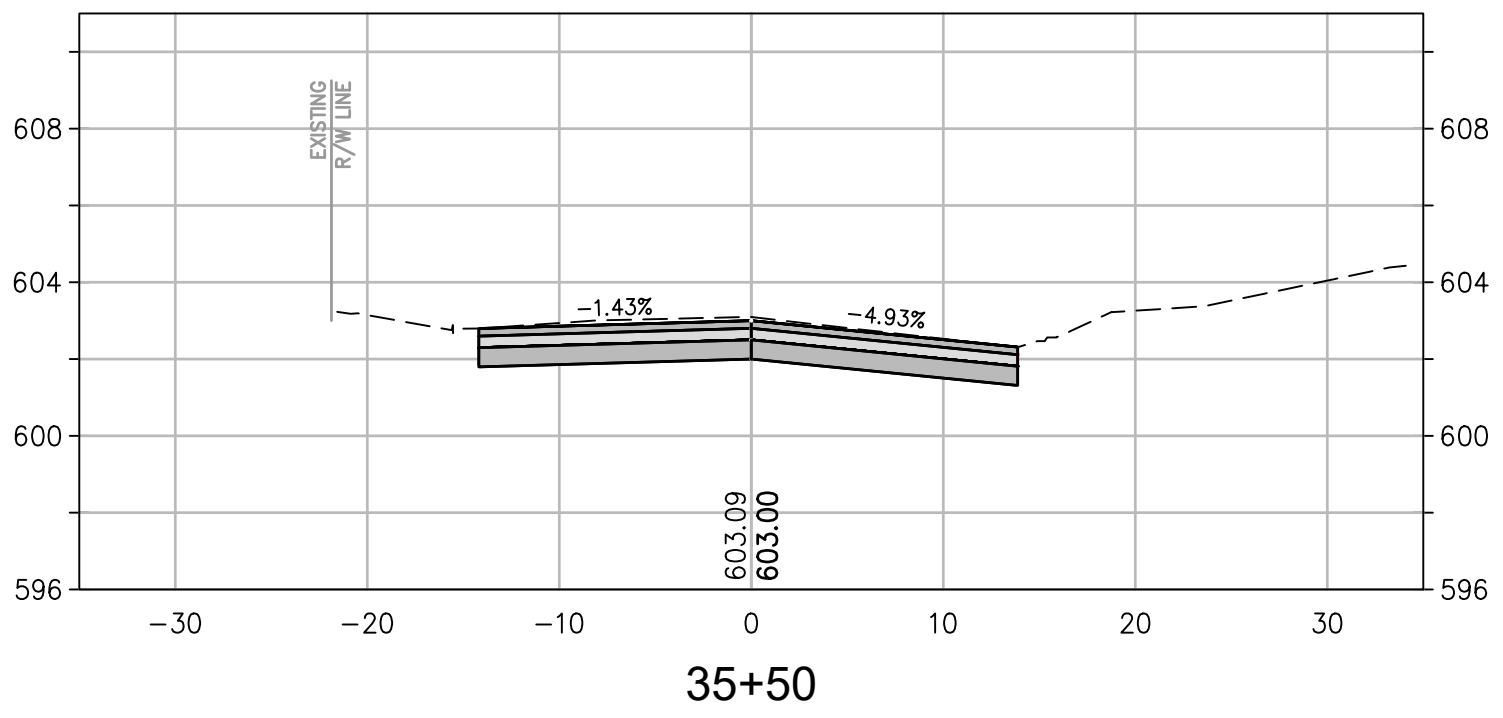
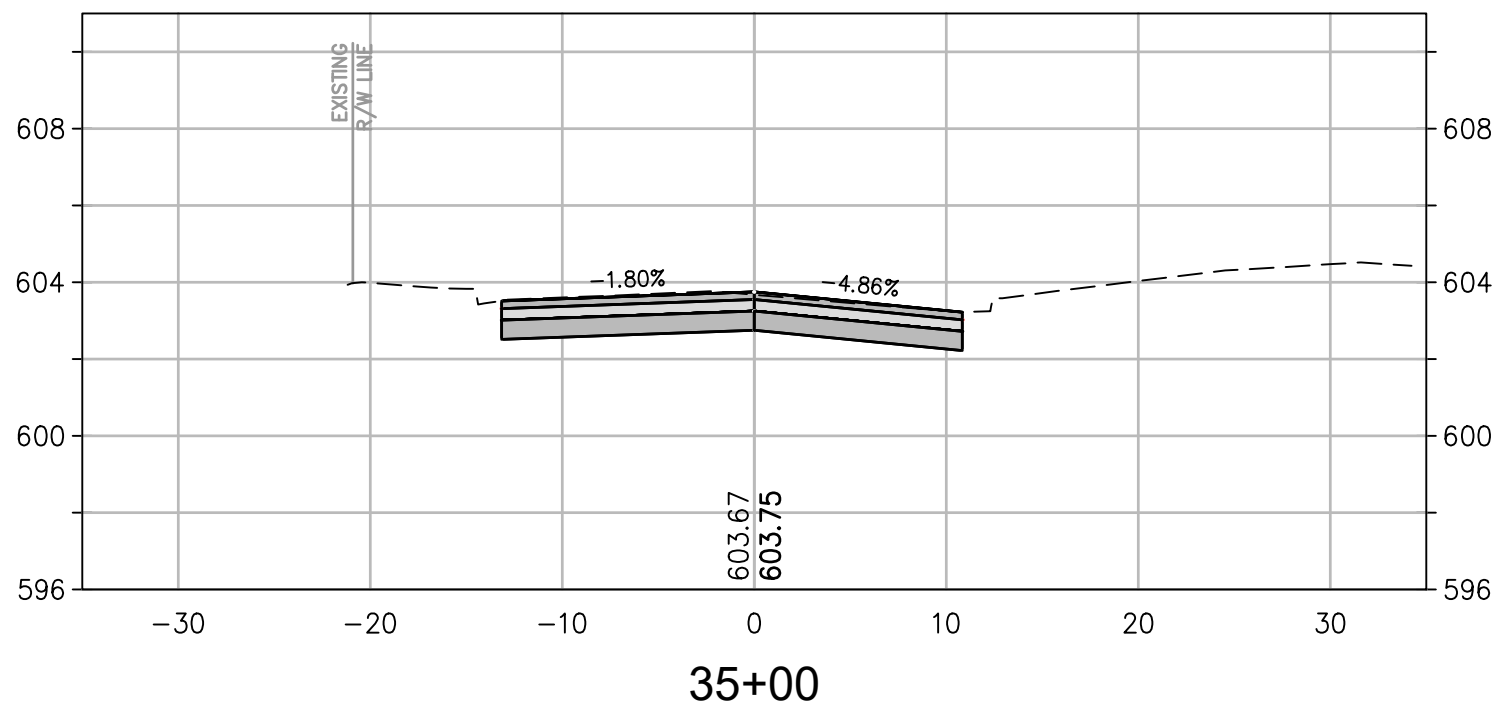
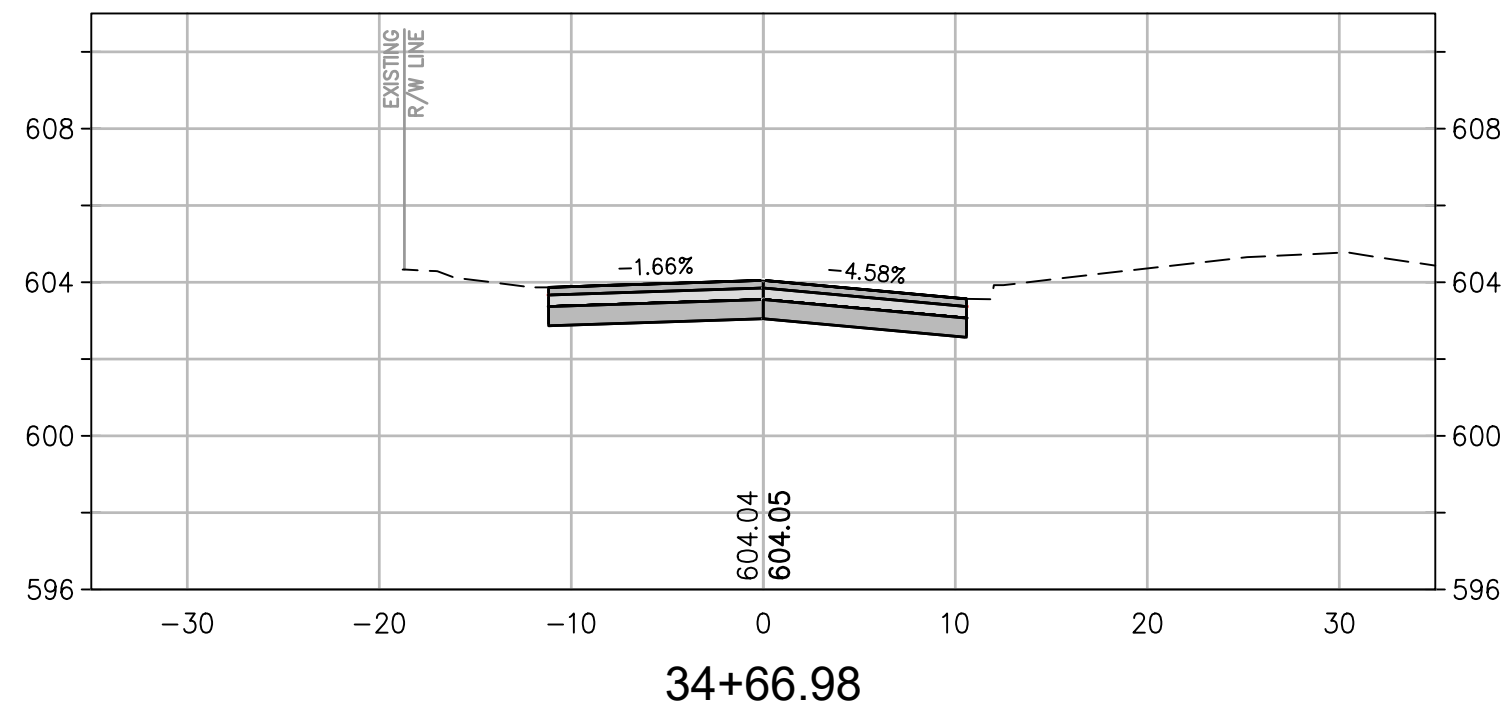
Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005

PREPARED UNDER THE DIRECTION OF
HEIDI E. UTTERBACK, RCE 53723 DATE 4/23/2020
DESIGNED BY HEIDI E. UTTERBACK
DRAWN BY WJK
REVIEWED BY HEIDI E. UTTERBACK

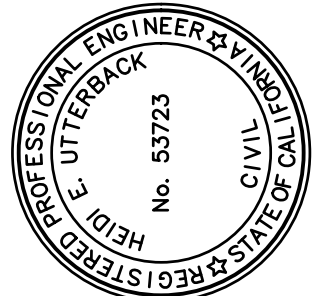


ORIGINAL PLOT DATE: 3 2 1 0 FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

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images: Heidi_signature-usa.jpg
Print: P:\Civil 3D Projects\294352 CLARA PHASE 2\DWG\294352_XS-3D-CLARA-PH2 (E).dwg Layout Name: Layout30 Plot Date: Apr 23, 2020 at 02:58 pm



CROSS SECTION SCALES
HORIZ.: 1" = 10'
VERT.: 1" = 5'



PREPARED UNDER THE DIRECTION OF
HEIDI E. UTTERBACK, RCE 53723 DATE 4/23/2020
DESIGNED BY HEIDI E. UTTERBACK
DRAWN BY WUK
REVIEWED BY HEIDI E. UTTERBACK

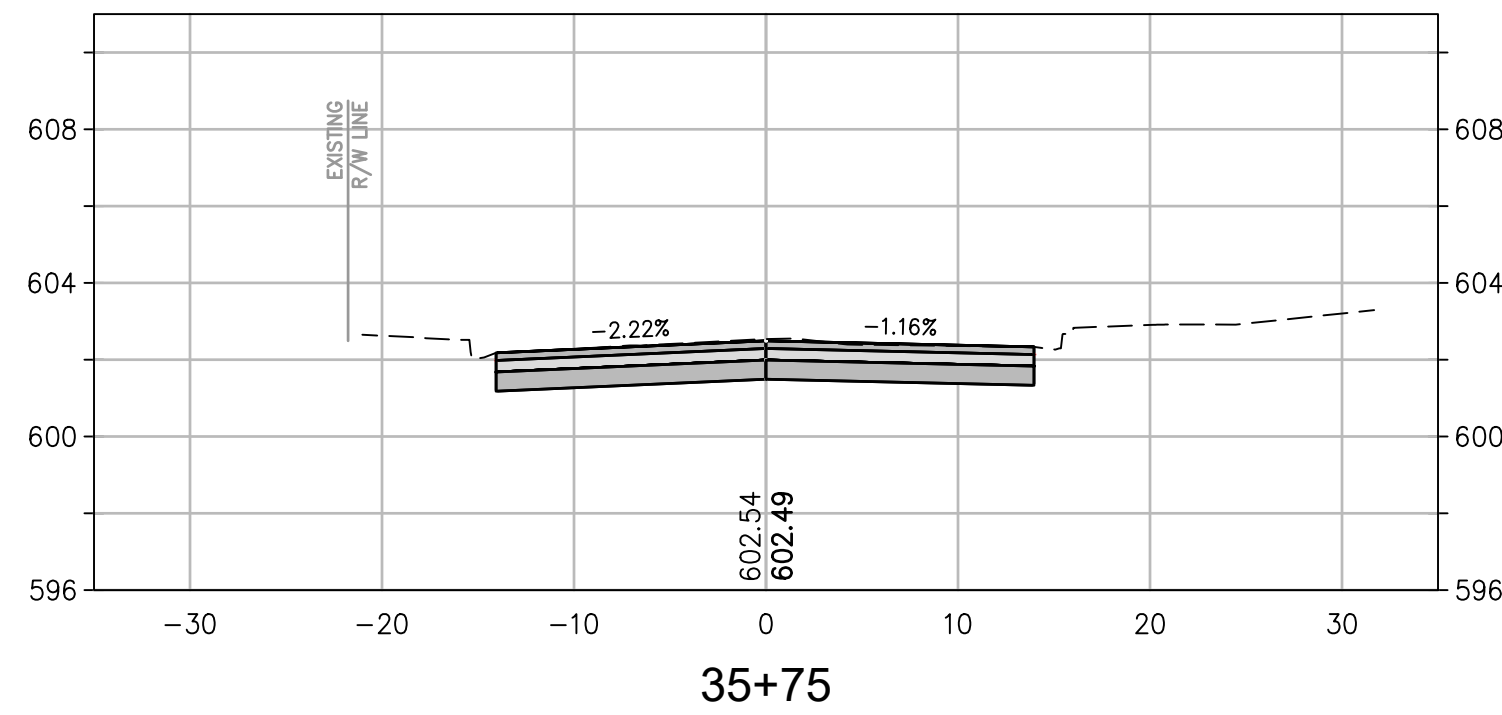
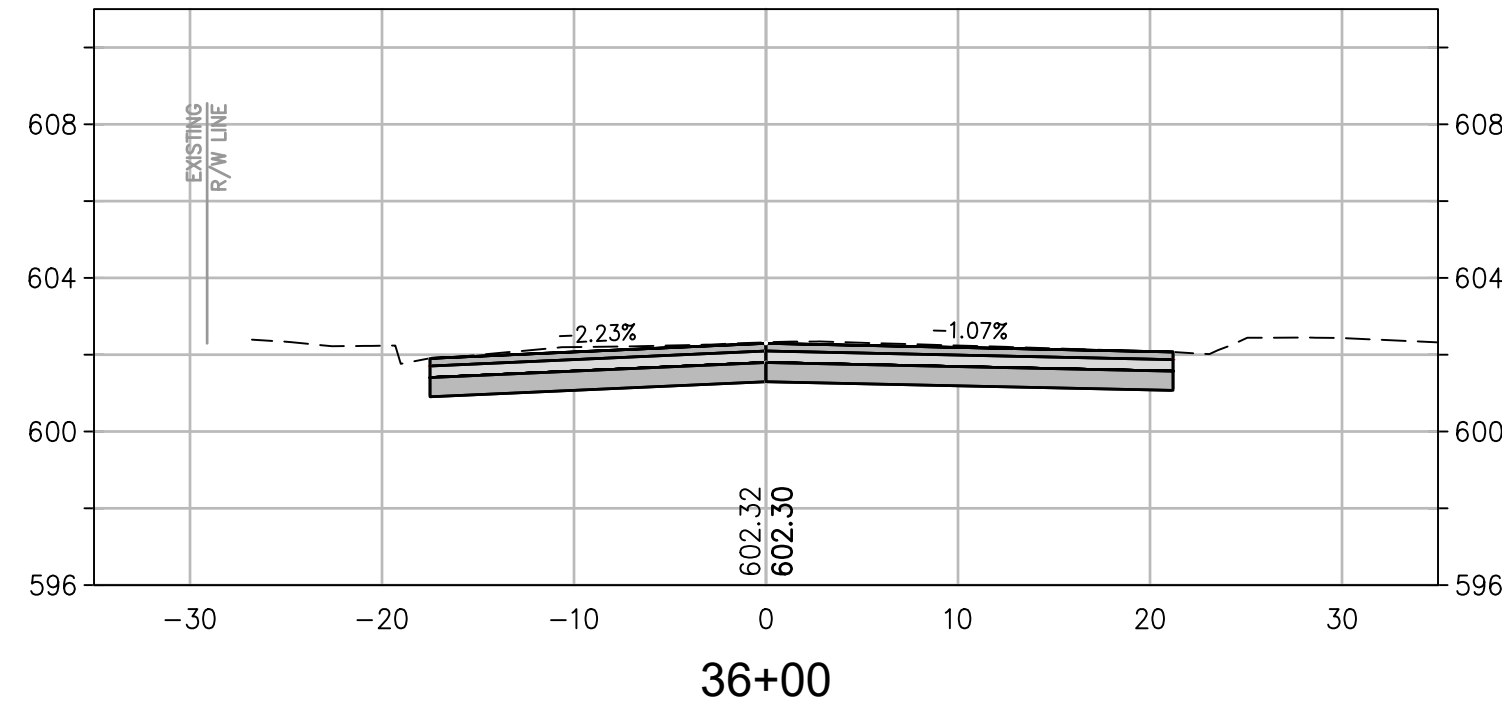
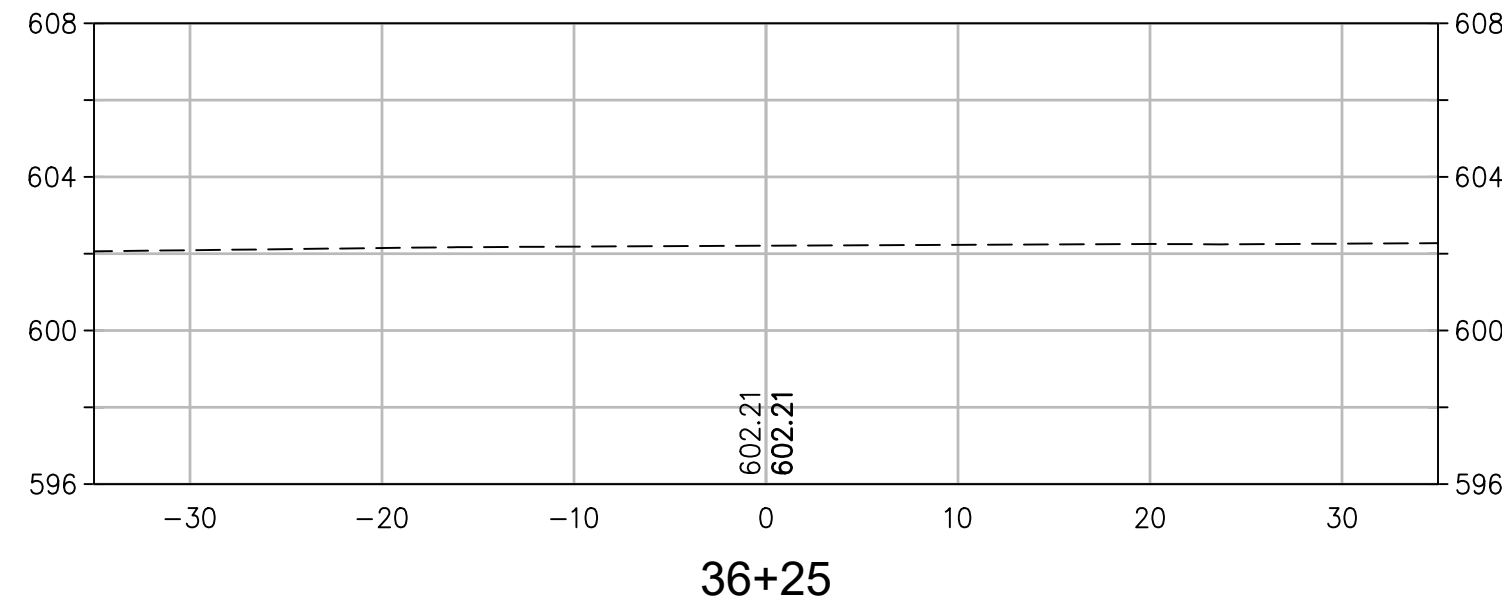
Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005 Fax 707.571.8005

CITY OF UKIAH CALIFORNIA
CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08
CROSS SECTIONS
STA. 34+40.46 TO STA. 35+50

PROJECT NUMBER 29-4352
DRAWING DATE APRIL 2020
SHEET NUMBER 30 OF 31

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

ORIGINAL SCALE IS IN INCHES



CROSS SECTION SCALES	
HORIZ.:	1" = 10'
VERT.:	1" = 5'

CITY OF UKIAH

CLARA AVENUE RECONSTRUCTION PROJECT
SPECIFICATION NO. 20-08

CALIFORNIA

CROSS SECTIONS
STA. 35+75 TO STA. 36+25

PROJECT NUMBER
29-4352

DRAWING DATE
APRIL 2020

SHEET NUMBER
31 OF 31



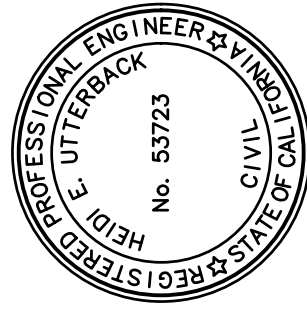
Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005 707.571.8037 Fax

1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005 707.571.8037 Fax

PREPARED UNDER THE DIRECTION OF

Heidi E. Utterback 4/23/2020
HEIDI E. UTTERBACK. RCE 53723 DATE

DESIGNED BY	DRAWN BY	REVIEWED BY
-------------	----------	-------------



CITY OF UKIAH

CONTRACT CHANGE ORDER

ORDER NO. 2

DATE: July 5, 2023

Contract for (Description of Facility): Clara Avenue Reconstruction Project, Specification No. 20-08Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400To (Contractor): Ghilotti Construction Company, 246 Ghilotti Ave. Santa Rosa, CA 95407

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: City Engineer.

DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE	TOTAL
ADD REINFORCED FORTI-FI FIBER TO ASPHALT PER SPECIFICATION AND DIRECTION GIVEN BY CITY ENGINEER AT AN INCREASED COST OF \$18.51 PER TON	4118.55	TON	\$18.51	\$76,234.36
PLACE SPEED CUSHIONS AT 6 LOCATIONS PER ENGINEER DIRECTION AT LUMP SUM PRICE	1	LS	\$56,277.55	\$56,277.55
TOTAL CHANGE				\$132,511.91

Justification (Detailed and Concise): The City has directed the contractor to modify the asphalt mix with fiber fortification per directed specification and place speed cushions at six locations on Clara Avenue.

The amount of the Contract will be (~~decreased~~/increased/unchanged).The contract total including this and previous Change Orders will be: to be determinedThe contract period provided for completion will be (~~increased~~/~~decreased~~/unchanged):

This document will become a supplement to the contract and all provisions will apply hereto.

Approved By: _____

(City)

7-6-2023
Date

Accepted: _____

(Contractor)

7-6-23
Date

This information will be issued as a record of any changes to the original construction contract.



AGENDA SUMMARY REPORT

SUBJECT: Approve Contract Amendment 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.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. 2022-LPP Staff Recommendations
2. 212351_Perkins(ASR02)

Summary: Council will consider approving contract amendment 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.

Background: City Staff prepared and submitted a grant application for partial funding of the reconstruction of Gobbi Street, Main Street and Perkins Street. These projects will consist of utility replacement on Gobbi and Main streets with pedestrian, cyclist, and ADA improvements on all three streets. These three projects were originally envisioned, designed and budgeted to occur during separate construction seasons and were originally funded with Series 2022 Lease Revenue Bonds.

Staff was notified on June 8 that the California Transportation Commission approved the City's application and \$6,074,000.00 was awarded for this project, now to be called the Urban Core Rehabilitation and Transportation Project (UCRTP). This amount accounts for 43.3% of the total project cost. Due to the competitive nature of the grant, it was determined that the City putting up 57.7% of the project costs rather than the minimum 50% would give the City's application an advantage over other jurisdictions and municipalities. See Attachment 1 for award letter. Due to the nature of the grant, this project must be awarded before the end of December 2023 and engineering work must begin immediately.

Discussion: BKF Engineers is responsible for the plans and specifications for the Gobbi Street Project and Perkins Street Project and Coastland Civil Engineers completed the Main Street Project. As BKF designed two of the three projects, they are a natural fit to bring them together. See Attachment 2 for a copy of their proposal. This amendment is meant to provide for the additional engineering and planning services needed to combine all three of these projects into one package that can be bid for construction. The amendment will also provide funding for Monument Preservation, Right of Way Retracement, Monument Re-Establishment and Record of Survey, which will support easement acquisition and Right of Way on this project and future endeavors in the project area.

These streets are being designed in cooperation with the Complete Streets Ad-Hoc. Due to the timeline of grant funding and original application of funds, the project scope is restricted to what was originally proposed to the awarding grant body. The utility, pedestrian enhancements and street reconstruction will facilitate future exploration and/or implementation of gateway and streetscape features like roundabouts, refuge islands and road diets.

Recommended Action: Approve contract amendment 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.

BUDGET AMENDMENT REQUIRED: YES

CURRENT BUDGET AMOUNT: 25224220.80230.18308: \$0

PROPOSED BUDGET AMOUNT: 25224220.80230.18308: \$167,266

FINANCING SOURCE: CTC Grant Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2122-190

COORDINATED WITH: Andrew Stricklin, Senior Engineer, 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

Approved: 
Sage Sangiacomo, City Manager



SENATE BILL 1 PROGRAMS – STAFF RECOMMENDATIONS

2022 LOCAL PARTNERSHIP COMPETITIVE PROGRAM

Staff recommends Local Partnership Competitive Program funds totaling \$142,453,000 for eleven projects valued at approximately \$610 million in total project costs. Recommendations for funding are set forth on the attached list of projects.

The recommended projects contain public transit improvements including bus and rail improvements; traffic operational improvements including construction of a roundabout and the replacement of an interchange; a road diet that will reduce the number of travel lanes and incorporate more complete streets elements; and non-motorized facility improvements specifically for bicycles and pedestrians. These projects address key Climate Plan for Transportation Infrastructure principles and will address the needs of under-resourced communities, have positive environmental impacts, support efficient land use principles, and provide benefits to communities throughout California. These improvements will reduce congestion and vehicle miles traveled, improve air quality, improve safety on all modes, and create nearly 10,000 jobs.

The recommended projects were determined to be the projects that best address the criteria as outlined in the guidelines.

Created by Senate Bill 1 (Beall, Chapter 5, Statutes of 2017), the California Transportation Commission's (Commission) Local Partnership Program provides \$200 million annually to counties, cities, districts, and regional transportation agencies in which voters have approved fees or taxes dedicated solely to transportation improvements or that have imposed fees, including uniform developer fees, dedicated solely to transportation improvements. The annual \$200 million allotment is reduced by \$20 million in incentive funding and then divided into two separate programs: the formulaic program and the competitive program. Sixty percent of those funds are distributed to the formulaic program and forty percent of those funds are distributed to the competitive program.

In August 2021, the Commission began development of the 2022 Local Partnership Program Guidelines. The Commission hosted seven public workshops to solicit stakeholder input on the guidelines between August 2021 and April 2022. The guidelines were prepared by Commission staff in consultation with Caltrans, the California Air Resources Board, the California Department of Housing and Community Development, the Commission's Equity Advisory Roundtable, regional transportation planning agencies, local agencies, transportation advocates, and other stakeholders.

In addition, new to this cycle, the Commission hosted 17 virtual office hour sessions from February 2022 to April 2022, where Commission staff provided technical assistance to potential applicants who wanted to discuss their project nominations for the 2022 Local Partnership Competitive Program.

Adopted by the Commission at its meeting on August 17, 2022, the 2022 Local Partnership Competitive Program Guidelines describe the policy, standards, criteria, and procedures for the development, adoption, and management of the Local Partnership Competitive Program.

The Commission established the 2022 Local Partnerships Program as a two-year, \$144 million program (fiscal years 2023-24 and 2024-25). Project nominations were due to the Commission by November 29, 2022.

The Commission received 37 project nominations seeking over \$560 million in funding. The projects nominated and the funding requested reflect a great need for local and regional transportation taxing authorities to address the state's highest transportation needs. Since Senate Bill 1 provides an on-going funding source for the Local Partnership Competitive Program, agencies with projects not recommended for funding in this cycle will have the opportunity to apply for funding in subsequent cycles.

An evaluation team consisting of Commission and Caltrans staff reviewed project nominations based on the criteria identified in the Commission's adopted 2022 Local Partnership Competitive Program Guidelines. The nominations were also reviewed by California Department of Housing and Community Development staff to evaluate land use efficiency and housing benefits and by members of the Interagency Equity Advisory Committee to evaluate equity and community engagement sections. Due to the competitive nature of this program, staff evaluations were limited to documentation submitted with the nomination package, including the required performance metrics outlined in the program guidelines.

Projects not recommended for funding were determined to be less competitive for a variety of reasons including required information was missing or unclear; non-compliance with guidelines and/or statutory requirements; or projects are being recommended for funding in other state and/or federal programs. The projects not recommended for funding demonstrated benefits but were found less competitive in this third cycle of the Local Partnerships Program. Nominating agency staff are encouraged to contact Commission staff for technical assistance to improve project nominations in future program funding cycles.

The Commission will consider these staff recommendations and program adoption at its June 28-29, 2023, Commission Meeting.

CALIFORNIA TRANSPORTATION COMMISSION

2022 Local Partnership Competitive Program
STAFF RECOMMENDATIONS
(\$1,000s)

	COUNTY	NOMINATING AGENCY	PROJECT TITLE	PROJECT TYPE	RECOMMENDED FUNDING 2023-24 (\$1000s)	RECOMMENDED FUNDING 2024-25 (\$1000s)	TOTAL PROJECT COST (\$1000s)	RANKING
RECOMMENDED FOR FUNDING	Imposed Fee Taxing Authorities*							
	El Dorado	El Dorado County	Pioneer Trail/US Hwy 50 Intersection Safety Improvement Project	Highway / Local Road		\$ 3,055	\$ 9,127	MEDIUM
	San Bernadino	Rancho Cucamonga, City of	Foothill Blvd Complete Street Project	Local Road / Active Transportation	\$ 2,400		\$ 4,800	MEDIUM (-)
	Voter Approved Taxing Authorities							
	Sonoma	Sonoma Co Transportation Authority (SCTA)	US 101/Hearn Ave Regional Multimodal Interchange	Highway / Local Road / Active Transportation	\$ 8,600		\$ 43,675	HIGH
	Alameda	Alameda County Transportation Commission (Alameda CTC)	Oakland Alameda Access Project	Highway / Local Road / Active Transportation		\$ 25,000	\$ 129,900	HIGH
	Yuba	Yuba County	North Beale Road Complete Streets / Safety Project - Phase III	Local Roads / Active Transportation	\$ 3,000		\$ 7,711	HIGH
	Santa Clara	Santa Clara Valley Transportation Authority (VTA)	Mountain View Transit Center Grade Separation and Access Project	Transit Rail / Transit Bus / Active Transportation		\$ 25,000	\$ 136,000	HIGH (-)
	Sacramento	Sacramento Transportation Authority (STA)	US 50 Gold Line Corridor Enhancement Project - Hazel Ave/US 50 Interchange	Highway / Local Road / Transit Rail		\$ 25,000	\$ 132,726	HIGH (-)
	Tulare	Tulare County Association of Governments (TCAG)	SR99/Caldwell Ave Interchange, Safety and Multi-Modal Project	Highway	\$ 15,000		\$ 68,227	MED-HIGH
	Mendocino	1) Ukiah, City of 2) Mendocino Council of Government (MCOG)	Urban Core Rehabilitation and Transportation Project	Local Roads / Active Transportation	\$ 6,074		\$ 14,356	MED-HIGH
	San Mateo	San Mateo County Transit District (SamTrans)	SamTrans Emission Zero Project	Transit Bus	\$ 14,824		\$ 32,605	MEDIUM (+)
	Los Angeles	Los Angeles County Metropolitan Transportation Authority (LA Metro)	Southeast Los Angeles Transit Improvements Project - NextGen Bus Line Corridors I-710	Transit Bus		\$ 14,500	\$ 31,130	MEDIUM
					\$ 49,898	\$ 92,555	\$ 610,257	
					\$ 142,453	Total Recommended		
					\$ 6,253	recommendation overprogrammed		

*The Competitive Program will be divided in two parts: one for taxing authorities with voter-approved taxes, tolls, or fees; and the second for applicants with only imposed fees. The Competitive Program will be divided into these two groups based on relative tax, toll, and fee revenue of the applicants. In no case will the portion for applicants with only imposed fees be less than \$5,000,000.
-Project Fact Sheets are linked to the project titles

	COUNTY	NOMINATING AGENCY	PROJECT TITLE	PROJECT TYPE	REQUESTED FUNDING (\$1000s)	TOTAL PROJECT COST (\$1000s)	RANKING	SOURCE
FULLY FUNDED BY ANOTHER STATE PROGRAM	Santa Barbara	Santa Barbara County Association of Governments (SBCAG)	US101 Multimodal Corridor - Segment 4D South - Three Creeks	Highway	\$ 25,000	\$ 142,581	HIGH (-)	SCCP
	Riverside	1) Riverside County Transportation Commission (RCTC) 2) So California Regional Rail Authority	Metrolink Double Track Project: Moreno to Perris	Transit Rail	\$ 15,500	\$ 34,000	MED-HIGH (+)	TIRCP
	Riverside	1) Riverside County Transportation Commission (RCTC) 2) Riverside County	Mid County Parkway: Ramona Expressway	Highway / Local Roads	\$ 25,000	\$ 189,793	MEDIUM (-)	SCCP

CALIFORNIA TRANSPORTATION COMMISSION

2022 Local Partnership Competitive Program
STAFF RECOMMENDATIONS
(\$1,000s)

	COUNTY	NOMINATING AGENCY	PROJECT TITLE	PROJECT TYPE	REQUESTED FUNDING (\$1000s)	TOTAL PROJECT COST (\$1000s)	RANKING
NOT RECOMMENDED FOR FUNDING IN CYCLE 3	Imposed Fee Taxing Authorities						
	Los Angeles	San Gabriel, City of	Valley Blvd Revitalization Project	Local Roads / Active Transportation	\$ 15,986	\$ 11,755	MED-LOW
	Riverside	Corona, City of	Ontario Ave Widening/Complete Streets Project	Highway / Local Roads / Active Transportation	\$ 2,500	\$ 6,000	LOW
	Voter Approved Taxing Authorities						
	Santa Cruz	Santa Cruz Regional Transportation Commission (SCCRTC)	Watsonville-Santa Cruz Multimodal Corridor Program - SR1 Freedom to State Park Auxiliary Lanes, Bus on Shoulders, and Coastal Rail Trail Segment 12 Project (SB1-Cycle 3: Contract #1)	Transit Bus / Active Transportation / Highway	\$ 25,000	\$ 216,743	MED-HIGH
	Orange	1) Orange County Transportation Authority (OCTA) 2) Caltrans D12	State Route 91 Operational and Multimodal Improvement Project	Local Roads / Active Transportation	\$ 25,000	\$ 107,670	MED-HIGH
	Stanislaus	Stanislaus Council of Governments	North County Corridor - Phase I	Highway / Rail	\$ 25,000	\$ 210,800	MEDIUM
	San Francisco	BATA	Bay Skyway Phase I Project (Bay Skyway Phase 1 - West Oakland Link)	Active Transportation / Transit Ferry	\$ 11,000	\$ 170,050	MEDIUM
	Contra Costa	Contra Costa Transportation Authority (CCTA)	Coordinated Adaptive Ramp Metering (CARM)	Highway / Local Roads	\$ 4,500	\$ 40,610	MEDIUM
	San Diego	San Diego Association of Governments (SANDAG)	Eastbrook to Shell Double Track Project	Rail / Active Transportation / Local Roads	\$ 25,000	\$ 111,543	MEDIUM
	Los Angeles	Los Angeles County Metropolitan Transportation Authority (LA Metro)	Division 8 Zero Emission Bus Charging Infrastructure Project (Equipment)	Transit Bus	\$ 25,000	\$ 71,396	MEDIUM
	Alameda	Alameda-Contra Costa Transit District (AC Transit)	Purchase Zero-Emission Buses	Transit Bus	\$ 15,000	\$ 61,839	MEDIUM (-)
	Madera	1) Madera County Transportation Commission (MCTC) 2) Caltrans D6	SR 99/233 Chowchilla Multimodal Interchange Improvement Project	Highway / Local Roads / Active Transportation	\$ 11,000	\$ 30,000	MED-LOW (+)
	San Mateo	City/County Association of Governments of San Mateo County	Hillside Blvd Improvement Project, Phase II	Local Roads / Active Transportation	\$ 4,550	\$ 9,100	MED-LOW (+)
	Santa Barbara	Santa Barbara Co Association of Governments (SBCAG)	US101 Multimodal Corridor - Segment 4E North - Cabrillo Interchange	Highway	\$ 25,000	\$ 150,046	MED-LOW
	Santa Clara	Santa Clara Valley Transportation Authority (VTA)	I-280/Wolfe Rd Interchange Improvement Project	Highway / Local Roads	\$ 25,000	\$ 120,000	MED-LOW
	San Francisco	City & County of San Francisco (CCSF)	Next Generation Fare Gates at Embarcadero, Montgomery St., and Glen Park Stations	Transit Rail	\$ 5,412	\$ 10,825	MED-LOW
	San Francisco	San Francisco County Transportation Authority (SFCTA)	Next Generation Fare Gates at Embarcadero, Montgomery St., and Glen Park Stations	Transit Rail	\$ 5,412	\$ 10,825	MED-LOW
	San Mateo	1) San Mateo Co Transportation Authority (SMCTA) 2) City/County Association of Governments of San Mateo County	US 101 / SR 92 Area Improvements and Multimodal Project - (US101/SR92 Area Improvements)	Highway / Local Road / Active Transportation	\$ 12,803	\$ 57,531	MED-LOW
	Sacramento	1) Sacramento Transportation Authority (STA) 2) Rancho Cordova, City of	White Rock Road Safety and Congestion Relief Phase 3 Project	Local Road / Active Transportation	\$ 9,250	\$ 24,000	MED-LOW
	Los Angeles	Los Angeles County Metropolitan Transportation Authority (LA Metro)	North Hollywood Transit Center	Transit Bus / Active Transportation	\$ 25,000	\$ 62,000	MED-LOW
	Nevada	Truckee, Town of	Truckee Railyard Transit Center	Transit Bus	\$ 2,000	\$ 4,400	MED-LOW (-)
	San Francisco	1) City & County of San Francisco (CCSF) 2) San Francisco County Transportation Authority (SFCTA)	Transbay Howard Streetscape Project	Active Transportation / Local Roads	\$ 12,875	\$ 55,350	LOW (+)
	San Francisco	1) San Francisco County Transportation Authority (SFCTA) 2) City & County of San Francisco (CCSF)	Transbay Howard Streetscape Project	Active Transportation / Local Roads	\$ 12,875	\$ 55,350	LOW (+)
	Sacramento	Galt, City of	Carillion Blvd Safety Improvements Project	City of Galt is not an eligible applicant	\$ 2,100	\$ 2,800,000	INELIGIBLE

July 17, 2023
BKF No C20212351-10



Andrew Stricklin, Associate Engineer
Dept. of Public Works
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482
Transmitted Via Email

**Subject: Ukiah East Perkins Widening Project
Additional Service Request No. 2
Bid Document Preparation Support Services
Combined Bidding and Monument Re-Establishment for Perkins Street,
Gobbi Street, and Main Street Projects, Known as the
Urban Core Rehabilitation and Transportation Project**

Dear Andrew,

BKF is pleased to submit this additional service request for engineering services to provide the City with support related to a combined bid package and a combined monument re-establishment program for the merger of the Perkins Street, Gobbi Street, and Main Street projects. We understand that the City recently received funding from the California CYC Local Partnership Competitive Program Grant that will cover the construction of the three aforementioned projects (now known collectively as the Urban Core Rehabilitation and Transportation Project") to be merged into a single project for award to a single general contractor. As the design of the improvements for each project have been executed separately, and in the case of Main Street, completed by another design firm, the City has requested that BKF support the merging of the project by preparing a combined bid package, comprised of merged drawings, a single Specification package, and single Engineer's Cost Opinion/Bid Schedule. Additionally, the City is aware that all three project areas have existing monuments that must be preserved following construction, and that all three areas also have missing centerline monuments. To support construction and future Right of Way retracement, the City is also looking for BKF to provide a Monument Preservation and Re-Establishment Program for these same three project areas. The following scope is presented to address your request for additional services.

Scope of Services

TASK 12: COMBINED PROJECT BID DOCUMENT PREPARATION SUPPORT

Under this task, BKF will prepare a comprehensive Plans, Specifications, and Estimate (PS&E) package for bidding and construction. This package will merge together the following separately-prepared pavement rehabilitation and utility replacements projects:

- Gobbi Street Utility Replacement Project (prepared by BKF Engineers)
- Perkins Street Intersection Widening Project (prepared by BKF Engineers)
- Main Street Utility Replacement Project (prepared by Coastland Civil Engineers)

Drawings will be combined under a single cover and will include separate "chapters" associated with each project, under which the complete individually prepared plans will be presented. One set of General Notes will be developed

to cover the entire combined project, but project-specific construction notes, legends, and abbreviations will be retained. Construction details for each project will not be merged, and will remain under the cover of each project "chapter" due to the project-specific nature of many of the details.

BKF will utilize Specifications and Engineer's Cost Opinions, developed for each project, as a starting point for the merger of these documents. Final deliverables to the City will include one (1) combined plan set package, one (1) combined Project Specifications manual, and one combined Engineer's Opinion of Probable Construction Costs. These documents will be provided to the City electronically, and can be produced in hard-copy format if requested.

We have included up to **eight (8)** hours of staff time for meetings and coordination calls with the City to discuss items such as project name and number, measurement and payment approach, project area descriptions, and to identify funding-specific requirements that will need to be established in the Specifications.

TASK 13: MONUMENT PRESERVATION AND RE-ESTABLISHMENT

Gobbi Street Right of Way Retracement, Monument Preservation, Monument Re-Establishment and Record of Survey: Based upon BKF's previous work on the Gobbi Street Utility Replacement Project, it is the understanding of the City and BKF that sections of the Gobbi Street Right of Way have not been previously surveyed, or cannot be retraced from found monumentation, and that retracement of unrecorded or un-monumented sections of right of way will require a Record of Survey in accordance with Section 8762 of the California Land Surveyor's Act. It is also understood that existing monuments marking the centerline of Gobbi Street, and monuments marking some of the side lines of individual properties fronting Gobbi Street, exist within the project limits exist, and that permanent monuments must be reset in order to perpetuate the position of destroyed monuments in accordance with Section 8771 of the California Land Surveyor's Act. Additionally, it is understood that the City would like centerline monuments set or reset at intersections previously un-marked by monuments, or marked by monuments destroyed prior to this project. In total it is estimated that eight to ten (8-10) centerline monuments will be set or reset, and one to three (1-3) side line monuments will be reset in the Gobbi Street section of this project.

BKF will utilize boundary information previously collected under the Gobbi Street Utility Replacement Project to expand the right of way retracement to include previously un-surveyed sections of Gobbi Street right of way within the Gobbi Street project limits, and will submit a Record of Survey to the Mendocino County Surveyor's Office in accordance with Section 8762 of the California Land Surveyor's Act. Said Record of Survey will document retracement of the Gobbi Street right of way as well as document resetting not more than ten (10) centerline monuments and not more than three (3) side line monuments post construction. BKF will be responsible for resetting side line monuments destroyed during the course of construction, however, BKF will not be responsible for construction of centerline monuments. BKF engineers will be responsible for setting reference points to facilitate construction of centerline monuments by others, and BKF will also be responsible for stamping centerline monuments following monument construction by others. It is understood that lane closures may be needed during the course of centerline monument referencing, construction and stamping, and the cost of lane closure and centerline monument construction is not included in this contract.

Perkins Street Monument Preservation, Monument Re-Establishment and Record of Survey: Based upon BKF's previous work on the Perkins Street Intersection Widening Project, it is understood that the City has approved BKF to submit a Record of Survey to the Mendocino County Surveyor's Office documenting retracement of the Perkins Street right of way within the project limits. It is understood that said Record of Survey is intended to document retracement of sections of the Perkins Street right of way that have not been previously surveyed, and that retracement of unrecorded sections of right of way requires a Record of Survey in accordance with Section 8762 of the California Land Surveyor's Act. It is also understood that existing monuments marking the centerline of Perkins Street, and monuments marking some of the side lines of individual properties fronting Perkins Street, exist within the project limits exist, and that permanent monuments must be reset in order to perpetuate the position of destroyed monuments in accordance with Section 8771 of the California Land Surveyor's Act. Additionally, it is also understood that the City would like centerline monuments set or reset at intersections previously un-marked by monuments, or marked by monuments destroyed prior to this project. In total it is estimated that five to seven (5-



7) centerline monuments will be set or reset, and six to eight (6-8) side line monuments will be reset in the Perkins Street section of this project.

BKF will expand the Record of Survey authorized by the City to document retracement of the Perkins Street Right of Way to also document re-setting not more than seven (7) centerline monuments and not more than eight (8) side line monuments post construction. BKF will be responsible for re-setting side line monuments destroyed during the course of construction, however, BKF will not be responsible for construction of centerline monuments. BKF will be responsible for setting reference points to facilitate construction of centerline monuments by others, and BKF will also be responsible for stamping centerline monuments following construction by others. It is understood that lane closures may be needed during the course of centerline monument referencing, construction and stamping, and the cost of lane closure and centerline monument construction is not included in this contract.

Main Street Monument Preservation, Monument Re-Establishment and Record of Survey: BKF has not previously provided any surveying or engineering services in association with the Main Street Utility Replacement Project, however, it is understood that a retracement of the Main Street right of way within the project limits was performed by Cinquini & Passarino, Inc. (CPI). In an effort to preserve City funds, BKF has decided to partner with CPI on as a subconsultant to utilize the efficiencies that their team would bring for the monument preservation and record of survey work needed on Main Street. It is understood that monuments marking the centerline of Main Street must be reset in order to perpetuate the position of destroyed monuments in accordance with Section 8771 of the California Land Surveyor's Act. Additionally, it is understood that the City would like centerline monuments set or re-set at centerline intersections previously un-marked by monuments, or marked by monuments destroyed prior to this project. In total it is estimated that eleven (11) centerline monuments will be re-set and six (6) additional centerline monuments will be set at intersections currenting without monuments for the Main Street section of this project.

Following construction, CPI, working as a sub-consultant to BKF, will prepare a Record of Survey to document re-setting/new setting of the centerline monuments. CPI will not be responsible for construction of centerline monuments, but will set reference points for monument construction and will provide stamped brass disk for installation at the monuments. It is understood that lane closures may be needed during the course of centerline monument referencing, and the cost of lane closure and centerline monument construction is not included in this contract.

TASK 14: RIGHT OF WAY EASEMENT PREPARATION

Gobbi Street Right of Way Easement Legal Description & Plat Preparation: Based upon BKF's previous work on the Gobbi Street Utility Replacement Project, it is understood that the sections of the existing and proposed public improvements fall outside existing public right of ways, and it is estimated that the City will need to acquire right of way easements affecting seven (7) properties within the project limits.

BKF will prepare not more than seven (7) legal descriptions and plats describing and depicting right of way easements within the Gobbi Street project area. BKF will work with the City to determine the limits of easement areas, and will be responsible for preparation of the legal descriptions and plats describing and depicting the easement areas. BKF will not be responsible for preparation of grant documents, easement recording, or facilitating acquisition of easement rights with individual property owners.

Perkins Street Right of Way Easement Legal Description & Plat Preparation: Based upon BKF's previous work on the Perkins Street Intersection Widening Project, it is understood that the sections of the existing and proposed public improvements fall outside existing public right of ways, and it is estimated that the City will need to acquire right of way easements affecting ten (10) properties within the project limits.

BKF will prepare not more than ten (10) legal descriptions and plats describing and depicting right of way easements within the Perkins Street project area. BKF will work with the City to determine the limits of easement areas, and will be responsible for preparation of the legal descriptions and plats describing and depicting the easement areas. BKF

will not be responsible for preparation of grant documents, easement recording, or facilitating acquisition of easement rights with individual property owners.

Main Street Right of Way Easement Legal Description & Plat Preparation: Based upon evaluation of the Improvement Plans For: Main Street Utility Improvement Project prepared by Coastland Civil Engineers, it is understood that the sections of the existing and proposed public improvements fall outside existing public right of ways, and it is estimated that the City will need to acquire right of way easements affecting five (5) properties within the project limits.

BKF will prepare not more than five (5) legal descriptions and plats describing and depicting right of way easements within the Main Street project area. BKF will work with the City to determine the limits of easement areas, and will be responsible for preparation of the legal descriptions and plats describing and depicting the easement areas. BKF will not be responsible for preparation of grant documents, easement recording, or facilitating acquisition of easement rights with individual property owners.

OPTIONAL TASK 15: BID AND CONSTRUCTION PHASE SUPPORT SERVICES

Bid Support Services: BKF can assist the City during the construction bid solicitation process on an as-needed basis. Bid support services can include the following:

- a. Responding to Requests for Information (RFIs) during the bid process
- b. Assisting the City with issuing bid addendum packages
- c. Summarizing and tabulating received bids

This scope assumes that BKF would support the bidding of the combined project. We will address design-related questions as they pertain to either the Perkins Street or Gobbi Street project, but will coordinate with Coastland Civil Engineering to facilitate technical design responses for any questions related to the Main Street project.

Construction Support Services: BKF can allocate time to support the Contractor and Design Team during the construction phase of the Perkins Street and Gobbi Street projects. Anticipated services include written responses to RFIs, review of submittals, and drawing revisions as needed. Preparation of record drawings based on the Contractor's as-builts can also be provided as part of this service. It is assumed that the City will either retain the services of Coastland Civil Engineering for Construction Support for the Main Street project, or will engage the services of a City-authorized third-party Construction Manager to make interpretations of and changes to the Main Street design during construction.

Construction Meetings: BKF can attend site meetings with the Contractor during the construction process. Anticipated meetings include the following:

- a. pre-construction meeting
- b. three (3) interim site visits
- c. final punch-list walk

Scope Qualifications and Assumptions

BKF's services are limited to those expressly set forth in the scope. BKF shall have no other obligations or responsibilities for the project, except as provided in this proposal letter, or as agreed to in writing. BKF will provide our services consistent with the professional skill and care ordinarily provided by consultants practicing in the same locality under similar circumstances. Our services shall be limited to those expressly summarized in this proposal and we shall have no other obligations or responsibilities, unless otherwise agreed upon.

As we will be processing design documents from others, the following assumptions apply to our services:

- The City will provide BKF with a digital, signed copy of the Main Street design drawings, special provisions (in word format) and the Engineer's Opinion of Probable Construction Costs (in excel format)
- It is assumed that the City will retain the services of the Main Street designer for bid and construction phase



support. BKF will not be providing any bid or construction related support regarding the design elements or drawing interpretations for the Main Street project.

Schedule

BKF is able to commence working on this project immediately upon your authorization to proceed. We understand that the combined bid documents need to be completed by the end of September 2023 to allow time for City Council authorization, bidding, and award prior to the end the 2023 year.

Fees for Professional Services

SCOPE OF SERVICES:

BKF proposes to provide the services on a Time & Materials basis as noted in the table below.

TASK	DESCRIPTION	FEE
12	Combined Project Bid Document Preparation Support	\$20,492
13	Monument Preservation and Re-Establishment	\$96,766
14	Right of Way Easement Preparation	\$50,008
	TOTAL CIVIL FEE	\$167,266

In addition, please budget **\$1,000** for reimbursable expenses. Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

OPTIONAL SERVICES:

At your request, BKF can provide the following optional services on a time and materials not to exceed basis in accordance with the attached rate schedule.

OPTIONAL TASK	FEE
Optional Task 15 – Bid and Construction Phase Support Services	\$33,937

This additional service request is an amendment to our Professional Services Agreement between BKF Engineers and the City of Ukiah, dated February 18, 2022. All terms of said agreement will remain the same except for the scope and fee items explicitly stated herein.

Should you have any questions, or would like additional clarification on any aspect of the scope of work, please feel free to contact me at 707-583-8536.

Respectfully,
BKF Engineers



Becky Dower, PE
 Project Manager



AGENDA SUMMARY REPORT

SUBJECT: Consideration to Award Contract for the Ukiah Electric Utility Fire Mitigation Undergrounding Project, Specification Number 23-08, to ARB, Inc in the Amount of \$1,958,740.78.

DEPARTMENT: Electric Utility

PREPARED BY: Sonu Upadhyay, Senior Power Engineer

PRESENTER: Sonu Upadhyay, Senior Power Engineer

ATTACHMENTS:

1. Bid Results - Spec 23-08 - Ukiah Electric Utility Fire Mitigation Undergrounding Project
2. Bid - ARB, Inc.

Summary: Council will consider a Staff request to award a contract to ARB Inc, in the amount of \$1,958,740.78 for the Ukiah Electric Utility Fire Mitigation Undergrounding Project, Specification No. 23-08.

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. The HMGP grant covers 75% of the total project cost and the Electric Utility covers the remaining 25% of the project cost.

On June 21, 2023, the City Council adopted the plans and specifications for the Ukiah Electric Utility Fire Mitigation Undergrounding Project, Specification Number 23-08. The project consists of boring, trenching, backfilling, compacting, installing underground conduits for 12 kV primary conductor in three areas on the western side of the city of Ukiah.

Discussion: On June 27, 2023, the City distributed the plans and specifications to the required bidders' exchanges, publicly advertised the project in the Ukiah Daily Journal, sent copies of the Notice to Bidders to all licensed Class A contractors on the City's 2023 Qualified Contractors List, and posted them to the City's website. Staff conducted a mandatory pre-bid meeting with potential contractors to outline the specifics of the project and answer any questions. Sealed proposals were received and opened by the City Clerk on July 25, 2023. Bids were received from five contractors (see Attachment 1 for a copy of the bid tabulation). After reviewing the bid responses, it is Staff's recommendation to award the bid to ARB Inc, for a unit priced contract in the amount of \$1,958,740.78. A copy of their bid is provided as Attachment 2. If the contract is awarded, construction is scheduled to be completed in six months.

Recommended Action: Award contract for the Ukiah Electric Utility Fire Mitigation Undergrounding Project, Specification Number 23-08, to ARB, Inc in the Amount of \$1,958,740.78.

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.: N/A

COORDINATED WITH: Cindy Sauers, Electric Utility Director; 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-A4 - Public Facilities, Services, and Infrastructure Element, GP-A6 - Safety Element

Approved:


Sage Sangiacomo, City Manager

BID TABULATION - SPEC NO 23-08 - UKIAH ELECTRIC UTILITY FIRE MITIGATION UNDERGROUNDING PROJECT - BID OPENING 7/25/2023													
Bid Schedule #1				ARB, Inc.		Dudley's Excavating, Inc.		Piazza Construction		MP Nexlevel of California, Inc.		St. Francis Electric, LLC	
Item #	Description	UOM	QTY	Unit Price	Ext'd Price	Unit Price	Ext'd Price	Unit Price	Ext'd Price	Unit Price	Ext'd Price	Unit Price	Ext'd Price
1	Excavate, trench, backfill and compaction 24" x 59".	LF	1350	\$ 131.71	\$ 177,808.50	\$ 162.05	\$ 218,767.50	\$ 164.00	\$ 221,400.00	\$ 297.00	\$ 400,950.00	\$ 265.00	\$ 357,750.00
2	Remove and replace asphalt concrete (36" – 24" trench).	SF	4050	\$ 23.85	\$ 96,592.50	\$ 39.84	\$ 161,352.00	\$ 16.00	\$ 64,800.00	\$ 39.50	\$ 159,975.00	\$ 235.00	\$ 951,750.00
3	4" PVC schedule 40 conduit including installation.	FT	1550	\$ 30.35	\$ 47,042.50	\$ 9.04	\$ 14,012.00	\$ 23.50	\$ 36,425.00	\$ 11.00	\$ 17,050.00	\$ 23.00	\$ 35,650.00
4	Remove and replace concrete sidewalk.	SF	40	\$ 27.28	\$ 1,091.20	\$ 71.14	\$ 2,845.60	\$ 41.00	\$ 1,640.00	\$ 197.00	\$ 7,880.00	\$ 39.00	\$ 1,560.00
5	Excavate, backfill, compact and install retaining wall.	LS	4	\$ 23,304.40	\$ 93,217.60	\$ 2,164.54	\$ 8,658.16	\$ 15,500.00	\$ 62,000.00	\$ 32,000.00	\$ 128,000.00	\$ 8,500.00	\$ 34,000.00
6	Excavate, backfill, compact and install transformer box pad (City to provide).	EA	5	\$ 5,051.79	\$ 25,258.95	\$ 1,863.32	\$ 9,316.60	\$ 7,800.00	\$ 39,000.00	\$ 8,870.00	\$ 44,350.00	\$ 5,500.00	\$ 27,500.00
7	Excavate, backfill, compact and install 504LA Vault (City to provide).	EA	1	\$ 12,755.40	\$ 12,755.40	\$ 3,696.44	\$ 3,696.44	\$ 6,195.00	\$ 6,195.00	\$ 9,030.00	\$ 9,030.00	\$ 3,500.00	\$ 3,500.00
8	Excavate, backfill, compact and install pedestal box pad (City to provide).	EA	1	\$ 4,243.40	\$ 4,243.40	\$ 1,496.51	\$ 1,496.51	\$ 7,800.00	\$ 7,800.00	\$ 8,820.00	\$ 8,820.00	\$ 2,500.00	\$ 2,500.00
9	Mobilization.	LS	1	\$ 10,145.45	\$ 10,145.45	\$ 2,584.01	\$ 2,584.01	\$ 35,000.00	\$ 35,000.00	\$ 300,000.00	\$ 300,000.00	\$ 75,000.00	\$ 75,000.00
10	Demobilization.	LS	1	\$ 5,072.72	\$ 5,072.72	\$ 2,584.01	\$ 2,584.01	\$ 15,350.00	\$ 15,350.00	\$ 100,000.00	\$ 100,000.00	\$ 49,500.00	\$ 49,500.00
				TOTAL	\$ 473,228.22	TOTAL	\$ 425,312.83	TOTAL	\$ 489,610.00	TOTAL	\$ 1,176,055.00	TOTAL	\$ 1,538,710.00
Bid Schedule #2													
Item #	Description	UOM	QTY	Unit Price	Ext'd Price	Unit Price	Ext'd Price	Unit Price	Ext'd Price	Unit Price	Ext'd Price	Unit Price	Ext'd Price
1	Excavate, trench, backfill and compaction 24" x 59".	LF	3288	\$ 131.41	\$ 432,076.08	\$ 162.05	\$ 532,820.40	\$ 174.00	\$ 572,112.00	\$ 275.00	\$ 904,200.00	\$ 265.00	\$ 871,320.00
2	Remove and replace asphalt concrete (36" – 24" Trench).	SF	9600	\$ 20.03	\$ 192,288.00	\$ 39.84	\$ 382,464.00	\$ 16.00	\$ 153,600.00	\$ 38.50	\$ 369,600.00	\$ 235.00	\$ 2,256,000.00
3	4" PVC schedule 40 conduit including installation.	FT	4000	\$ 30.41	\$ 121,640.00	\$ 9.04	\$ 36,160.00	\$ 22.00	\$ 88,000.00	\$ 10.00	\$ 40,000.00	\$ 23.00	\$ 92,000.00
4	Remove and replace concrete sidewalk.	SF	256	\$ 27.28	\$ 6,983.68	\$ 71.14	\$ 18,211.84	\$ 41.00	\$ 10,496.00	\$ 84.00	\$ 21,504.00	\$ 39.00	\$ 9,984.00
5	Excavate, backfill, compact and install retaining wall.	LS	2	\$ 23,304.40	\$ 46,608.80	\$ 2,164.54	\$ 4,329.08	\$ 15,750.00	\$ 31,500.00	\$ 33,000.00	\$ 66,000.00	\$ 8,500.00	\$ 17,000.00
6	Excavate, backfill, compact and install transformer box pad (City to provide).	EA	6	\$ 6,264.38	\$ 37,586.28	\$ 1,863.33	\$ 11,179.98	\$ 7,800.00	\$ 46,800.00	\$ 8,370.00	\$ 50,220.00	\$ 4,800.00	\$ 28,800.00
7	Excavate, backfill, compact and install pedestal box pad (City to provide).	EA	8	\$ 6,264.38	\$ 50,115.04	\$ 1,496.51	\$ 11,972.08	\$ 7,800.00	\$ 62,400.00	\$ 4,170.00	\$ 33,360.00	\$ 2,500.00	\$ 20,000.00
8	Mobilization.	LS	1	\$ 5,072.72	\$ 5,072.72	\$ 2,584.01	\$ 2,584.01	\$ 35,002.00	\$ 35,002.00	\$ 100,000.00	\$ 100,000.00	\$ 30,000.00	\$ 30,000.00
9	Demobilization.	LS	1	\$ 5,072.72	\$ 5,072.72	\$ 2,584.01	\$ 2,584.01	\$ 15,850.00	\$ 15,850.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
				TOTAL	\$ 897,443.32	TOTAL	\$ 1,002,305.40	TOTAL	\$ 1,015,760.00	TOTAL	\$ 1,594,884.00	TOTAL	\$ 3,345,104.00
Bid Schedule #3													
Item #	Description	UOM	QTY	Unit Price	Ext'd Price	Unit Price	Ext'd Price	Unit Price	Ext'd Price	Unit Price	Ext'd Price	Unit Price	Ext'd Price
1	Excavate, trench, backfill and compaction 24" x 59".	LF	1350	\$ 131.71	\$ 177,808.50	\$ 162.05	\$ 218,767.50	\$ 164.50	\$ 222,075.00	\$ 272.00	\$ 367,200.00	\$ 265.00	\$ 357,750.00
2	Excavate, trench, backfill and compaction 18" x 48".	LF	1006	\$ 115.77	\$ 116,464.62	\$ 123.48	\$ 124,220.88	\$ 75.00	\$ 75,450.00	\$ 182.00	\$ 183,092.00	\$ 235.00	\$ 236,410.00
3	Remove and replace asphalt concrete (36" – 24" trench).	SF	4299	\$ 23.71	\$ 101,929.29	\$ 39.84	\$ 171,272.16	\$ 16.00	\$ 68,784.00	\$ 39.50	\$ 169,810.50	\$ 119.00	\$ 511,581.00
4	4" PVC schedule 40 conduit including installation.	FT	2875	\$ 28.73	\$ 82,598.75	\$ 9.04	\$ 25,990.00	\$ 22.50	\$ 64,687.50	\$ 11.00	\$ 31,625.00	\$ 23.00	\$ 66,125.00
5	Remove and replace concrete sidewalk.	SF	115	\$ 27.28	\$ 3,137.20	\$ 71.14	\$ 8,181.10	\$ 41.00	\$ 4,715.00	\$ 80.00	\$ 9,200.00	\$ 39.00	\$ 4,485.00
6	Excavate, backfill, compact and install transformer box pad (City to provide).	EA	5	\$ 5,051.79	\$ 25,258.95	\$ 1,863.32	\$ 9,316.60	\$ 7,800.00	\$ 39,000.00	\$ 8,490.00	\$ 42,450.00	\$ 4,800.00	\$ 24,000.00
7	Excavate, backfill, compact and install primary pull box (City to provide).	EA	1	\$ 4,243.40	\$ 4,243.40	\$ 2,077.01	\$ 2,077.01	\$ 5,185.00	\$ 5,185.00	\$ 8,440.00	\$ 8,440.00	\$ 2,500.00	\$ 2,500.00
8	Excavate, backfill, compact and install pedestal box pad (City to provide).	EA	1	\$ 4,243.40	\$ 4,243.40	\$ 1,496.51	\$ 1,496.51	\$ 7,800.00	\$ 7,800.00	\$ 8,440.00	\$ 8,440.00	\$ 1,900.00	\$ 1,900.00
9	Mobilization.	LS	1	\$ 5,072.72	\$ 5,072.72	\$ 2,584.01	\$ 2,584.01	\$ 35,008.50	\$ 35,008.50	\$ 90,000.00	\$ 90,000.00	\$ 30,000.00	\$ 30,000.00
10	Demobilization.	LS	1	\$ 6,474.01	\$ 6,474.01	\$ 2,584.01	\$ 2,584.01	\$ 15,725.00	\$ 15,725.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
11	Boring from Pedestal 8-N14 on West Standley Street to Pole #08STNDW02.	FT	160	\$ 380.24	\$ 60,838.40	\$ 201.67	\$ 32,267.20	\$ 95.00	\$ 15,200.00	\$ 215.00	\$ 34,400.00	\$ 132.00	\$ 21,120.00
				TOTAL	\$ 588,069.24	TOTAL	\$ 598,756.98	TOTAL	\$ 553,630.00	TOTAL	\$ 954,657.50	TOTAL	\$ 1,275,871.00
				TOTAL BID SCHEDULES 1,2 & 3:		TOTAL BID SCHEDULES 1,2 & 3:		TOTAL BID SCHEDULES 1,2 & 3:		TOTAL BID SCHEDULES 1,2 & 3:		TOTAL BID SCHEDULES 1,2 & 3:	
				\$ 1,958,740.78		\$ 2,026,375.21		\$ 2,059,000.00		\$ 3,725,596.50		\$ 6,159,685.00	

NAME OF BIDDER: ARB, Inc.
 SPEC #: 23-08
 PROJECT NAME: UKIAH ELECTRIC UTILITY MITIGATION UNDERGROUNDING PROJECT

BID SCHEDULE #1 - 1100 BLOCK OF WEST STANDLEY STREET

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	Excavate, trench, backfill and compaction 24" x 59".	LF	1350	\$ <u>131.71</u>	\$ <u>177,808.50</u>
2	Remove and replace asphalt concrete (36" – 24" trench).	SF	4050	\$ <u>23.85</u>	\$ <u>96,592.50</u>
3	4" PVC schedule 40 conduit including installation.	FT	1550	\$ <u>30.35</u>	\$ <u>47,042.50</u>
4	Remove and replace concrete sidewalk.	SF	40	\$ <u>27.28</u>	\$ <u>1,091.20</u>
5	Excavate, backfill, compact and install retaining wall.	LS	4	\$ <u>23,304.40</u>	\$ <u>93,217.60</u>
6	Excavate, backfill, compact and install transformer box pad (City to provide).	EA	5	\$ <u>5,051.79</u>	\$ <u>25,258.95</u>
7	Excavate, backfill, compact and install 504LA Vault (City to provide).	EA	1	\$ <u>12,755.40</u>	\$ <u>12,755.40</u>
8	Excavate, backfill, compact and install pedestal box pad (City to provide).	EA	1	\$ <u>4,243.40</u>	\$ <u>4,243.40</u>
9	Mobilization.	LS	1	\$ <u>10,145.45</u>	\$ <u>10,145.45</u>
10	Demobilization.	LS	1	\$ <u>5,072.72</u>	\$ <u>5,072.72</u>
TOTAL BID SCHEDULE #1 ==>>					\$ <u>473,228.22</u>

BID SCHEDULE #2 - NORTH BARNES STREET AND PARK BOULEVARD

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	Excavate, trench, backfill and compaction 24" x 59".	LF	3288	\$ <u>131.41</u>	\$ <u>432,076.08</u>
2	Remove and replace asphalt concrete (36" – 24" Trench).	SF	9600	\$ <u>20.03</u>	\$ <u>192,288.00</u>
3	4" PVC schedule 40 conduit including installation.	FT	4000	\$ <u>30.41</u>	\$ <u>121,640.00</u>

4	Remove and replace concrete sidewalk.	SF	256	\$ <u>27.28</u>	\$ <u>6,983.68</u>
5	Excavate, backfill, compact and install retaining wall.	LS	2	\$ <u>23,304.40</u>	\$ <u>46,608.80</u>
6	Excavate, backfill, compact and install transformer box pad (City to provide).	EA	6	\$ <u>6,264.38</u>	\$ <u>37,586.28</u>
7	Excavate, backfill, compact and install pedestal box pad (City to provide).	EA	8	\$ <u>6,264.38</u>	\$ <u>50,115.04</u>
8	Mobilization.	LS	1	\$ <u>5,072.72</u>	\$ <u>5,072.72</u>
9	Demobilization.	LS	1	\$ <u>5,072.72</u>	\$ <u>5,072.72</u>
TOTAL BID SCHEDULE #2 ==>>					\$ <u>897,443.32</u>

BID SCHEDULE #3 - 1200 BLOCK OF WEST STANDLEY AND GIORNO STREETS

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	Excavate, trench, backfill and compaction 24" x 59".	LF	1350	\$ <u>131.71</u>	\$ <u>177,808.50</u>
2	Excavate, trench, backfill and compaction 18" x 48".	LF	1006	\$ <u>115.77</u>	\$ <u>116,464.62</u>
3	Remove and replace asphalt concrete (36" - 24" trench).	SF	4299	\$ <u>23.71</u>	\$ <u>101,929.29</u>
4	4" PVC schedule 40 conduit including installation.	FT	2875	\$ <u>28.73</u>	\$ <u>82,598.75</u>
5	Remove and replace concrete sidewalk.	SF	115	\$ <u>27.28</u>	\$ <u>3,137.20</u>
6	Excavate, backfill, compact and install transformer box pad (City to provide).	EA	5	\$ <u>5,051.79</u>	\$ <u>25,258.95</u>
7	Excavate, backfill, compact and install primary pull box (City to provide).	EA	1	\$ <u>4,243.40</u>	\$ <u>4,243.40</u>
8	Excavate, backfill, compact and install pedestal box pad (City to provide).	EA	1	\$ <u>4,243.40</u>	\$ <u>4,243.40</u>
9	Mobilization.	LS	1	\$ <u>5,072.72</u>	\$ <u>5,072.72</u>
10	Demobilization.	LS	1	\$ <u>6,474.01</u>	\$ <u>6,474.01</u>

11	Boring from Pedestal 8-N14 on West Standley Street to Pole #08STNDW02.	FT	160	\$ <u>380.24</u>	\$ <u>60,838.40</u>
TOTAL BID SCHEDULE #3 ==>>					\$ <u>588,069.24</u>

TOTAL OF BID SCHEDULES #1, #2 AND #3==>>	\$ <u>1,958,740.78</u>
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We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest 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 July, 25th, 2023.

Licensed in accordance with an act providing for the registration of California Contractors License No. 194097, expiration date 3/31/2025.

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: 1000004506

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


 Mark Borges Senior Vice President

ARB, Inc

4620 Westamerica Dr, Fairfield, CA 94534 209-327-4565

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.

Tim Healy President

John Perisich Secretary

John Perisich Treasurer

26000 COMMERCE CENTRE DR

LAKE FOREST, CA 92630

Business Phone Number:(949) 598-9242

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 UNDERGROUNDING PROJECT

 **Mark Borges Senior Vice President**
(Signature of Bidder) 

Business Mailing Address:

ARB, Inc.
4620 Westamerica Dr, Fairfield, CA 94534

Business Location:

4620 Westamerica Dr, Fairfield, CA 94534

(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 25th day of July, 2023, 200

Signature of Bidder, with Business Address:



Mark Borges, Senior Vice President

ARB, Inc.

4620 Westamerica Dr, Fairfield, CA 94534

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:



Mark Borges, Senior Vice President

Date 07/25/2023

ARB, Inc.

4620 Westamerica Dr, Fairfield, CA 94534

(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
WIPF Construction LLC	629598	1000064006	P O BOX 234 UKIAH CA 95482	Import, Export, Trucking, Vac Truck, Traffic Control
DSM Concrete Inc	920160	1000036820	11098 WOLF ROAD GRASS VALLEY CA 95949	Concrete Restoration
Carone & Company, Inc	704210	100033694	5009 FORNI DRIVE SUITE A CONCORD CA 94520	Asphalt & Striping Restoration
SHN Consulting Engineers & Geologists, Inc	N/A	1000005499	812 W. WABASH AVE EUREKA CA 95501	Compaction Testing

STATEMENT OF EXPERIENCE OF BIDDER

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

ARB, Inc has been responsible for managing several undergrounding projects, including all Electrical work, deactivations of existing utilities, hardscape and softscape restoration, traffic control and other minor activities like excavation, horizontal directional drilling and the mapping and survey of newly installed utilities. ARB strives to maintain constant communication and work with the residents and local jurisdictions so that all projects stay on schedule and create as little inconvenience for the residents during all stages of construction.

In August of 2018 ARB completed the PG&E project Bay Meadow in San Mateo, Ca worth \$2.8 million which included the installation of 17,000' of 6" Conduit that included some bridge crossings and special inspections as well as #7 vaults and various pads, boxes and poles.

In July of 2020, ARB managed several PG&E projects in Paradise, Ca equaling, in total, \$9.9 million in value. ARB installed a section of 19,832' of joint trench of Electric, Telecommunications and cable conduits which included setting of several types of vaults (#2, #5 & #7), various pads and boxes during the Salida, Paradise project. A section of 25,792' of joint trench of electric, telecommunications, and cable conduits which included the setting of several types of vaults (#2, #3, & #5) and various pads and boxes during the Delia Way, Paradise project. ARB also managed the installation of a section of 3,901' of joint trench of electric, telecommunications and cable conduits which included setting of several types of vaults (#2, #6, & #7) and various pads and boxes during the Pinole Valley Rd, Paradise project. Each of these projects had their own unique challenges and ARB was, and is, able to quickly adapt to changing conditions, communicate with the client, and execute the best course of action with as little impact as possible.

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.

ARB, Inc.

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

License No. 194079, License Expiration Date 03/31/2025

Signature(s) of Bidder:


Mark Borges, Senior Vice President

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:

ARB, Inc.

4620 Westamerica Dr, Fairfield, CA 94534

Place of residence:

Dated:

July 25, 2023

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, ARB, Inc.

_____, as PRINCIPAL and

Federal Insurance Company AND The Continental 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 The Total Amount Of The Bid (10% TATB)

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 Tuesday, July 25, 2023 at 2:00 p.m. for UKIAH ELECTRIC UTILITY FIRE MITIGATION UNDERGROUNDING PROJECT, SPEC. NO. 23-08.

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 20th day of July, A.D. 2023.

ARB, Inc. (Seal)

Mark Bages Sr. VP (Seal)

[Signature] (Seal)
Principal

Federal Insurance Company AND The Continental Insurance Company (Seal)

[Signature] (Seal)

Richard Covington, Attorney-in-Fact - CA License #0K13492 (Seal)
Surety

Address: FIC: 202B Hall's Mill Road, Whitehouse Station, NJ 08889

CIC: 151 N. Franklin Street, Chicago, IL 60606

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 Contra Costa)

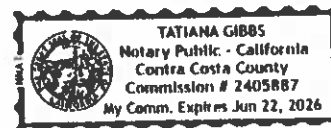
On July 21, 2023 before me, Tatiana Gibbs, Notary Public
(insert name and title of the officer)

personally appeared MARK BORGES
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 Tatiana Gibbs (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

State of TEXAS

County of HARRIS

On July 20, 2023 before me, Diana Elizabeth Castillo, Notary Public

personally appeared, Richard Covington, Attorney-in-Fact

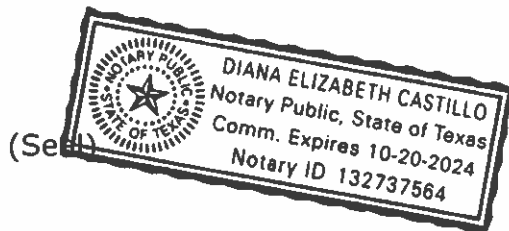
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Diana Castillo





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Richard Covington, Ashley Koletar, Vickie Lacy, Heather Noles, Ryan Varela and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 14th day of October, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 14th day of October, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316686
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

20th Day of July, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2022.



The Continental Insurance Company


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of November, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026


M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 20th day of July, 2023.



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

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 UNDERGROUNDING PROJECT, SPEC. NO. 23-08 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.

Mark Borges, Senior Vice President

Signature(s) of Bidder

Business Address: ARB, Inc.

4620 Westamerica Dr, Fairfield, CA 94534

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 ____.

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 Contra Costa)

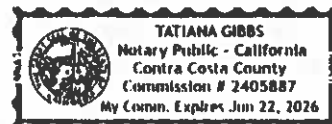
On July 24, 2023 before me, Tatiana Gibbs, Notary Public
(insert name and title of the officer)

personally appeared MARK BORGES,
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 *Tatiana Gibbs* (Seal)



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 Mark Borges, Senior Vice President

Firm ARB, Inc.

Date 07/25/2023

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, ARB, Inc., 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

Mark Borges, Senior Vice President

Name and Title of Contractor's Authorized Official

07/25/2023

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 25th day of July, 20 23

Signature of Bidder, with Business Address:



Mark Borges, Senior Vice President

ARB, Inc.

4620 Westamerica Dr, Fairfield, CA 94534



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Award of Bid for HVAC Replacement at the Wastewater Treatment Plant, Specification No. 23-10.

DEPARTMENT: Finance

PREPARED BY: Mary Horger, Financial Services Manager

PRESENTER: Mary Horger, Financial Services Manager

ATTACHMENTS:

1. Bid Spec and Addenda
2. Supplemental Memo - Item 8g - 8-2-2023 Council Meeting

Summary: Council will consider awarding a contract for the HVAC replacement at the Wastewater Treatment Plant, Specification No. 23-10.

Background: In August of 2022, the Wastewater Treatment Plant and Building Maintenance staff determined that the HVAC units at the Wastewater Treatment Plant main offices were failing, and needed replacement. The initial project estimate, after consulting with a local HVAC contractor, was anticipated to be over \$100k. The purchasing Staff initiated a contract with Whitchurch Engineering to develop plans and specifications for the project. Please refer to Attachment 1 for a copy of the final bid document.

Discussion: On July 13, 2023, the bid was released for Spec 23-10 HVAC Replacement at the Wastewater Treatment Plant. 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 July 20, 2023. Bids are due and will be opened at 2 p.m. on August 1, 2023.

Following the bid opening, Staff will be submitting a supplementary memo to Council with an award recommendation for consideration in time for the August 2, 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, as well as the award being contingent on the Ukiah Valley Sanitation District's approval (in the event the bid comes over \$100k). This project was not included in the adopted budget for fiscal year 23/24.

Recommended Action: Award of bid for the HVAC Replacement at the Wastewater Treatment Plant, Specification No. 23-10.

BUDGET AMENDMENT REQUIRED: TBD

CURRENT BUDGET AMOUNT: \$0

PROPOSED BUDGET AMOUNT: TBD

FINANCING SOURCE: TBD

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Ryan Kriken, Wastewater Treatment Plant Supervisor and Dave Kirch, Fleet/Plant/Building Maintenance Supervisor

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
HVAC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT
SPECIFICATION NO. 23-10

CITY OF UKIAH
DEPARTMENT OF WATER RESOURCES
300 Seminary Avenue
Ukiah, California 95482-5400

MANDATORY PRE-BID MEETING
11 a.m., July 20, 2023
Wastewater Treatment Plant Main Offices
300 Plant Road, Ukiah California 95482

Bids Open: Tuesday, August 1, 2023
2:00 p.m.
Office of City Clerk

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

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

SAGE SANGIACOMO – CITY MANAGER

MARY HORGER – FINANCIAL SERVICES MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF WATER RESOURCES

JULY 2023

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR HVAC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT
SPECIFICATION NO. 23-10

NOTICE IS HEREBY GIVEN that sealed standard proposals for HVAC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT 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, August 1, 2023. Bids shall be addressed to the City Clerk and shall be endorsed "HVAC REPLACEMENT AT THE WWTP". 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.	Ductwork insulation FG 1-1/2 inch.	691	SF
2.	Metal ductwork galvanized steel, 12" ave.	1,188	LB
3.	Flexible ductwork FG 1-1/2 inch.	60	FT
4.	Air handler indoor 1500 cfm.	5	EA
5.	Air handler indoor 500 cfm.	4	EA
6.	Condensing unit 5 ton.	6	EA
7.	Furnace MAU 100 mbh x 2.	1	EA
8.	Dampers.	10	EA
9.	Electrical (8# strand).	125	FT

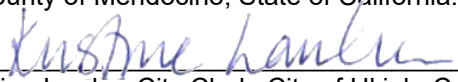
Plans and Special Provisions may be inspected and/or copies obtained from the City's website at www.cityofukiah.com/purchasing. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed 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.

A mandatory pre-bid conference will be held at 11:00 a.m., July 20, 2023 at the project site at the Wastewater Treatment Plant, located at 300 Plant Road, Ukiah California 95482.

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 C20-Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California.

Dated: 7/13/23



Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH ONE TIME: August 18, 2023

INSTRUCTIONS TO BIDDERS

HVAC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT 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 forty-five (45) calendar days. The Contractor will pay to the City the sum of five hundred (\$500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

All objections or responses filed not more than 5 days after receipt of the written protest will be presented to the City Council at its next regular meeting occurring not less than 12 calendar days following the bid opening. The City Council will resolve the bid protest at that meeting based on the written protest, any staff recommendation and all timely written objections and responses. In accordance with the Brown Act, any person may address the City Council on this item during the meeting. The City Council action on the protest shall represent a final decision by the City on the protest.

Examination of Site, Drawings, Etc.

A mandatory pre-bid conference will be held at 11 a.m., July 20, 2023, at the project site located at the Wastewater Treatment Plant, 300 Plant Road, Ukiah California 95482 to fully acquaint interested contractors with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. This will be the only opportunity to meet with the project team on the project site.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder

from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings. Any bid shall take into consideration that conditions may exist underground or otherwise that are not known to the City or easily detected during a site inspection that could impact the time or cost of completing the project. The City expects the bids to anticipate such conditions so that it can know for budgeting and other purposes the total cost to complete the project before accepting a bid and undertaking the legal obligation to construct the project. In awarding the contract the City relies on the contractor's representation that its bid anticipates differing site conditions and the additional time or cost that such conditions may necessitate.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and Contract Documents. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

Bidder Inquiries and Questions

Inquiries and questions must be submitted in writing via fax or email to the following designated contact person:

Mary Horger, 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 300 Plant Road, Ukiah, California 95482.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. AWARD AND EXECUTION OF CONTRACT

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

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

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

SECTION 3. SCOPE AND INTENT OF CONTRACT

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

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

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

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

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

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

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

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

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

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

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

SECTION 4. BONDS

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

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

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

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

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS (WITH CONSTRUCTION RISKS)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers,

officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
6. Course of Construction policies shall contain the following provisions:
 - a.) The City shall be named as loss payee.
 - b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-06. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the City or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site. During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings and any such thing given to the said representatives or delivered at the Contractor's office at the site of work in his or her absence shall be deemed to have been given to the Contractor.

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey

all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

6-05. Protection of Persons and Property. The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of City Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the City, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or

claims brought or made on account of this contract. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the City or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property. The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the City nor any of its agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits. The Contractor shall secure and pay for all permits, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License. The City of Ukiah will issue a no fee encroachment permit to the Contractor allowing him or her to perform work within City right of way or within City property after the Contract Documents have been executed and insurance certificates and endorsements have been approved by the City.

6-09. Construction Utilities. The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans. The approval by the Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the City shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Engineer.

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor's attention is directed to Section 7-03 of these Special Provisions.

6-14. Assistance to Engineer. At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned material or work may be removed by the City and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions. If the Contractor, in the course of the work, finds any errors or omissions in plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the plans and the physical conditions of the locality, he or she shall immediately inform the Engineer, in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. he or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the City in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Engineer and recover from the City payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Engineer.

- (1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.
- (2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.
- (3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the City and the Engineer, then such right shall lapse until another occasion arises according to this section.

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly,

or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.
2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.
3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD> The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.
4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.
5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.
6. Travel and Subsistence Payments.

Contractor shall make travel and subsistence payments to each workman needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

7. Apprentices.

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

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

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

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

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

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

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

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

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

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

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys. Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

7-04. Rights-of-Way. The City will provide all necessary rights-of-way and easements in or beneath which work will be performed by the Contractor under this contract.

7-05. Retention of Imperfect Work. If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he or she shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or \$5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

The order of such additions, omissions, corrections, alterations and modifications shall be in writing and signed by the Engineer and, in order, shall then be binding upon the Contractor. The Contractor shall proceed with the work as changed and the value of such change shall be determined as provided for in section 10-07 of these Special Provisions.

Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7-07. Additional Drawings by City. The drawings made a part of this contract at the time of its execution are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the contract drawings and the Contractor shall make his or her work conform to all such drawings.

7-08. Additional and Emergency Protection. Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the Engineer, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

7-09. Suspension of Work. The City may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor so to do. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the City does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer. 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 of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Claims Procedure

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. Location and Scope of Work. All of the work to be performed is within the City of Ukiah and consists of all equipment, materials and labor to replace the existing HVAC units at the Wastewater Treatment Plant main offices. The location of the work is at the Wastewater Treatment Plant, located at 300 Plant Road, Ukiah California 95482.

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

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

Section No.	Title
12	General Information
13	Construction Details
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. Plans are provided for in Appendix A.

12-04. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-05. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, 2018, are hereby made a part of these Special Provisions and are hereinafter referred to as "California Standard Specifications" and "California Standard Plans."

Whenever in the California Standard Specifications and the California Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation - The City Council.

Director of Public Works - The City of Ukiah Director of Public Works.

Engineer - The Engineer, designated by the City Council, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the City of Ukiah to test materials and work involved in the contract.

State - The City of Ukiah

Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the California Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (City) Special Provisions
2. (City) Project Plans
3. City Standard Plans and Details
4. California Standard Plans

5. California Standard Specifications

12-07. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-08. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work.

12-09. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," and 7-1.095, "Flagging Costs," of the California Standard Specifications.

Streets shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Full costs for "Maintaining Traffic", including "Flagging Costs", shall be considered as included in the various items of work and no additional compensation will be made.

12-10. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

12-11. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one year from the date of final acceptance. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

12-12. Utilities. No water, sewer or electrical services will be provided by the owner. It is the Contractor's sole responsibility to arrange such services as necessary.

12-13. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12-14. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

SECTION 13 - CONSTRUCTION DETAILS

13-01. Scope of Work. Contractor shall provide all equipment, materials, and labor to replace existing HVAC units at the Wastewater Treatment Plant main office building located at 300 Plant Road, Ukiah California, 95482, as per Appendix A – project plan sheets.

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

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

- (1) Section 6-02. Office at the Site
- (2) Section 7-03. Surveys

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

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

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

No amendments.

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?...

- **Proposal** (Page 29)
 - 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 33)
 - Filled out completely per instruction
- **Worker's Compensation Certificate** (Page 34)
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment** (Page 35)
 - Filled out completely per instruction
- **List of Proposed Subcontractors** (Page 36)
 - Filled out completely per instruction
- **Statement of Experience** (Page 37)
- **Signature of Bidder** (Page 38)
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond** (Page 39)
 - Filled out completely per instruction
- **Non-Collusion Affidavit** (Page 40)
 - 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
HVAC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT**

Specification No. 23-10

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 #:

23-10

PROJECT NAME:

HVAC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	Ductwork insulation FG 1-1/2 inch.	SF	691	\$ _____	\$ _____
2	Metal ductwork galvanized steel, 12" ave.	LB	1,188	\$ _____	\$ _____
3	Flexible ductwork FG 1-1/2 inch.	FT	60	\$ _____	\$ _____
4	Air handler indoor 1500 cfm.	EA	5	\$ _____	\$ _____
5	Air handler indoor 500 cfm.	EA	4	\$ _____	\$ _____
6	Condensing unit 5 ton.	EA	6	\$ _____	\$ _____
7	Furnace MAU 100 mbh x 2.	EA	1	\$ _____	\$ _____
8	Dampers.	EA	10	\$ _____	\$ _____
9	Electrical (8# strand).	FT	125	\$ _____	\$ _____
TOTAL BID ==>>					\$ _____

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number: _____

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

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

SPEC 23-10 HVAC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT

(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 August 1, 2023 for Spec 23-10 – HVAC Replacement at the Wastewater Treatment Plant.

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 HVAC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT by contract, being duly sworn, deposes and says:

that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature(s) of Bidder

Business Address: _____

Place of Residence: _____

NOTARIZATION

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

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

My Commission Expires _____, 20 ____.

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

HVAC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT

Specification No. 23-10

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 forty-five (45) 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

PERFORMANCE BOND

BOND No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ukiah, organized and operating under the laws of the State of California, (hereinafter referred to as the "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for Contract No. _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract for the Project dated _____, (hereinafter referred to, together with all attachments and exhibits thereto, as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____, as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held firmly bound until the City in the sum of _____ (\$ _____), for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract

price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs by the City pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2022.

(Corporate Seal)

Contractor/Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in Fact Certificate)

Title _____

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

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or

Representative for service of process in

California, if different from above)

(Telephone number of Surety and Agent
or Representative for service of process in California)

CITY OF UKIAH
Mendocino County, California

PAYMENT BOND

BOND No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Ukiah ("City") has awarded to _____ ("Contractor/Principal") a contract (City Agreement No. _____, dated _____, _____, referred to as the "Agreement") for the work described as _____. The Agreement is incorporated by this reference into this Payment Bond ("Bond"); and

WHEREAS, Contractor/Principal is required to furnish a bond in connection with the Agreement and pursuant to California Civil Code section 9550;

NOW, THEREFORE, we _____, the undersigned Contractor/Principal, and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held firmly bound until the City, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \$_____, for which payment will and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550, et seq.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescissions or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is give; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any oblige named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of section 2819 and 2845 of the California Civil Code.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

IN WITNESS WHEREOF, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the ____ day of _____, 202__.

Contractor/Principal (SEAL)

By _____
Contractor's Representative

Contractor/Principal's Address

City, State, Zip

Surety (SEAL)

By _____
Surety's Representative

Surety's Address

City, State, Zip

Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged, The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be in file with the City.

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

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



SPEC. 23-10 – HVAC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT

Addendum No. 1

July 14, 2023

The following is Addendum No. 1 to Specification. No. 23-10 – HVAC Replacement at the Wastewater Treatment Plant.

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

I. The following is a question asked and the corresponding response:

Q1: Would a contractor with a B and C10 license and a C20 subcontractor be allowed to bid this job as prime contractor?

A1: The Business and Professions Code for contracting allows for a Class B to take a Prime for a project that includes their license type AND at least two unrelated building trades or crafts. Based on the scope the City does not see a third trade needed. Since the majority of the work is C20 license work, the City is comfortable with leaving the prime contractor requirement as a Class C20. The awarded contract will either need to hold a Class C10 license as well or have listed a C10 subcontractor when submitting their bid.

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

Mary V. Horger
Financial Services Manager



SPEC. 23-10 – HVAC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT

Addendum No. 2

July 26, 2023

The following is Addendum No. 2 to Specification. No. 23-10 – HVAC Replacement at the Wastewater Treatment Plant.

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

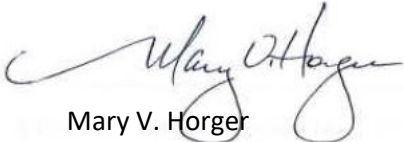
- 1) Ducting and register layout shown in plans is for reference only unless otherwise noted. With the exception of the laboratory, laboratory office and lab sample room, no new ducting or registers are to be added or modified unless determined to be deficient or not in good working order.
- 2) One new exhaust fan, EF-1, will be added in men's bathroom in shower area. Exhaust fans, EF-2 and EF-4, shown over water closets will not be added.
- 3) One new exhaust fan, EF-7, will be added in women's bathroom in shower area. Exhaust fan, EF-6, shown over water closets will not be added.
- 4) One new exhaust fan, EF-5, will replace existing exhaust fan in women's bathroom.
- 5) Multi-split VRF system including CC5.1, CC5.2, CC5.3, CC5.4 and BC-1 will not be used.
- 6) HP-5 will be a 3 TON commercial split system which pairs with AH-5, an air handler, that serves the lab sample room. Use Existing 480V, 3-phase electrical branch infrastructure to HP-5 and AH-5. Verify or install compatible MCOP serving equipment and conductors per 2019 CEC.
- 7) Exhaust fan (110 CFM) will be added in electrical room, ducted to the outside, and controlled by thermostat in room.
- 8) Electrical room door will require 1" undercut or louvered free area of .25 sqft.
- 9) Lab office will be combined with laboratory zone. Existing supply and return registers in lab office will be fed via new ducting tied into existing ducting from AH-6.
- 10) All air handlers require 208V, 1 phase power instead of 3-phase.

11) Equivalent mechanical equipment may be substituted provided it meets all specified requirements including SEER rating and is approved by the engineer of design in writing.

12) Evaporative cooler is to be installed on laboratory make-up air unit, MAU-1 which comes standard per cut-sheet.

13) All heat pumps and air handlers are specified to be SEER 16.

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



Mary V. Horger
Financial Services Manager

EQUIPMENT SCHEDULE COU 2301									
UNIT	DESCRIPTION, LOCATION	MAKE/MODEL	COOLING/HEATING CAPACITY	REFRIGERANT TYPE	AIR FLOW (CFM)	ELECTRICAL	MCA/MOP	OPERATING WGT. (LB)	SEER
HP-1	Exterior Heat Pump	Trane / 4TWA6060A4000A	62 MBH/ 58 MBH	R-410a	-	460-3 ph -60	9/15.	275	16
HP-2	Exterior Heat Pump	Trane / 4TWA6060A4000A	62 MBH/ 58 MBH	R-410a	-	460-3 ph -60	9/15.	275	16
HP-3	Exterior Heat Pump	Trane / 4TWA6060A4000A	62 MBH/ 58 MBH	R-410a	-	460-3 ph -60	9/15.	275	16
HP-4	Exterior Heat Pump	Trane / 4TWA6060A4000A	62 MBH/ 58 MBH	R-410a	-	460-3 ph -60	9/15.	275	16
HP-5	Exterior Heat Pump	Trane / 4TWA1036A4000A	37 MBH/ 34 MBH	R-410a	-	460-3 ph -60	6/15.	208	16
HP-6	Exterior Heat Pump	Trane / 4TWA6060A4000A	62 MBH/ 58 MBH	R-410a	-	460-3 ph -60	9/15.	275	16
AH-1	Air Handler Breakroom, Conference	Trane / TAM9A0C60V51DB	62 MBH/ 58 MBH	R-410a	1983	208-3 ph -60	4.1/15	146	16
AH-2	Air Handler Control room, ECI office	Trane / TAM9A0C60V51DB	62 MBH/ 58 MBH	R-410a	1983	208-3 ph -60	4.1/15	146	16
AH-3	Air Handler Office, Lobby, Telecom, Men's RR	Trane / TAM9A0C60V51DB	62 MBH/ 58 MBH	R-410a	1983	208-3 ph -60	4.1/15	146	16
AH-4	AH. Hall, Senior Lead Office, Electrical, Womens RR	Trane / TAM9A0C60V51DB	62 MBH/ 58 MBH	R-410a	1983	208-3 ph -60	4.1/15	146	16
AH-5	Air Handler for Lab Samples	Trane / TAM9A0C36V31DB	37 MBH/ 34 MBH	R-410a	1205	208-3 ph -60	4.1/15	146	16
AH-6	Air Handler for Lab	Trane / TAM9A0C60V51DB	62 MBH/ 58 MBH	R-410a	1983	208-3 ph -60	4.1/15	146	16
EF 1,3,5,7,8	Exhaust ceiling/wall mount	Broan / LP 110	-	-	110	120- 1 ph -60	1.2/15	-	-
MAU-1	Lab Makeup Air Unit	Trane / GRAA20GBAAON3C1101A1	- / 200MBH	-	2500	208-3 ph -60	6/15	500	-

* Equivalent mechanical equipment may be substituted provided it meets all specified requirements including SEER rating and is approve by the engineer of design in writing.



Date: 8/2/2023
To: Ukiah City Council
Cc: City Clerk
From: Mary Horger, Financial Services Manager
Subject: Item 8.g. – Bid Results for Specification 23-10 – HVAC Replacement at the Wastewater Treatment Plant

This memo is to inform the City Council members of the results of the bid opening for Specification 23-10 – HVAC Replacement at the Wastewater Treatment Plant.

The bid opening took place at 2 p.m. on Tuesday, August 1, 2023. One bid was received from Peterson Mechanical, Inc. in the amount of \$206,865. Please refer to Attachment 1 for a copy of their bid.

Staff is recommending that the bid be awarded to Peterson Mechanical, Inc. An internal transfer will be completed to fund the project. If approved, the award will be contingent upon the additional approval of the Ukiah Valley Sanitation District Board.

Recommended Action:

Award bid for the HVAC Replacement at the Wastewater Treatment Plant to Peterson Mechanical, Inc. in the amount of \$206,865 contingent upon the approval of the Ukiah Valley Sanitation District Board.

ATTACHMENT 1

NAME OF BIDDER: Peterson Mechanical
 SPEC #: 23-10
 PROJECT NAME: HVAC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	Ductwork insulation FG 1-1/2 inch.	SF	691	\$ <u>3</u>	\$ <u>2,073.00</u>
2	Metal ductwork galvanized steel, 12" ave.	LB	1,188	\$ <u>9</u>	\$ <u>10,692.00</u>
3	Flexible ductwork FG 1-1/2 inch.	FT	60	\$ <u>15</u>	\$ <u>900.00</u>
4	Air handler indoor 1500 cfm.	EA	5	\$ <u>12,000</u>	\$ <u>60,000</u>
5	Air handler indoor 500 cfm.	EA	1	\$ <u>9,000</u>	\$ <u>9,000</u>
6	Condensing unit 5 ton.	EA	6	\$ <u>13,000</u>	\$ <u>78,000</u>
7	Furnace MAU 100 mbh x 2.	EA	1	\$ <u>35,000</u>	\$ <u>35,000</u>
8	Dampers.	EA	10	\$ <u>200</u>	\$ <u>2,000</u>
9	Electrical (8# strand).	FT	125	\$ <u>73.60</u>	\$ <u>9,200.00</u>
TOTAL BID ==>>					\$ <u>206,865.00</u>

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.

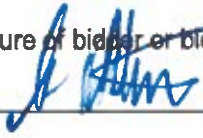
Witness our hands this day of August 1st, 2023.

Licensed in accordance with an act providing for the registration of California Contractors License No. 171486, expiration date 06/30/2024

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: 1000000667

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



Scott Peterson, Director of Service

Peterson Mechanical, Inc., 21819 Eighth Street East, Sonoma, CA 95476

707-938-8481

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.

Zach Brandner - President

Scott Peterson - Secretary

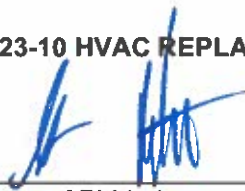
Mike Titchenal - Treasurer

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: City of Ukiah, 411 West Clay Street, Ukiah, CA 94582

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.

SPEC 23-10 HVAC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT



(Signature of Bidder)

Business Mailing Address:

P.O. Box 450

Sonoma, CA 95476

Business Location:

21819 Eighth Street East

Sonoma, CA 95476

(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 1st day of August, 20 23

Signature of Bidder, with Business Address:



Scott Peterson, Service Director

21819 Eighth Street East

Sonoma, CA 95476

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 August 1, 2023

Scott Peterson, Service Director

21819 Eighth Street East

Sonoma, CA 95476

(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
MCGOLDRICK ENTERPRISES, INC DBA MTB	762453	1000015900	1318 ROSS STREET SUITE A PETALUMA, CA 94954	TEST AND BALANCE
BLAKESLEE ELECTRIC, INC.	416488	1000009340	PO BOX 1951 SANTA ROSA, CA 95402	ELECTRICAL

STATEMENT OF EXPERIENCE OF BIDDER

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

-City of Sonoma, Depot Park Museum: Replace existing gas fired furnace and air conditioning unit with Heat Pump Split system. -New ducting throughout.

Sebastopol Community Kitchen: Install new gas fired Make up air and ducting in existing kitchen.

City of St. Helena, Library: Replace (5) existing water source heat pumps in existing facility.

Sonoma Valley Unified School District, High School: Replace 10 Ton Package Heat Pump for the Administration building.

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.

Peterson Mechanical, Inc.

Zach Brandner - President, Scott Peterson - Secretary, Mike Titchenal - Treasurer

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

License No. 171486, License Expiration Date 06/30/2024.

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: 21819 Eighth Street East
Sonoma, CA 95476

Place of residence: _____

Dated: August 1, 2023

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Peterson Mechanical, Inc.

_____, as PRINCIPAL and

Western Surety Company

_____, as SURETY,

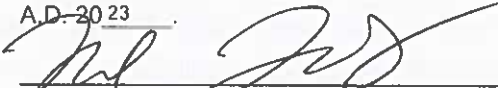
are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, 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 \$ -10%-

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on August 1, 2023 for Spec 23-10 – HVAC Replacement at the Wastewater Treatment Plant.

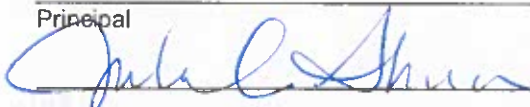
NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two 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 31st day of July, A.D. 2023.

 (Seal)

MICHAEL TITCHENER, CFO (Seal)

Peterson Mechanical, Inc. (Seal)

Principal
 (Seal)

Julie A. Shiroma, Attorney-in-Fact (Seal)

Western Surety Company (Seal)
Surety

Address: Western Surety Company
910 Pleasant Grove Blvd., Suite 120-347
Roseville, CA 95678

HVAC REPLACEMENT AT THE WWTP

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

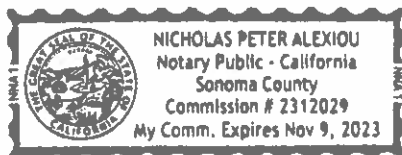
State of California

County of Sonoma

On 8/1/2023 before me, Nicholas Peter Alexiou, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Titchener
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature Nick Alexiou
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bidder's Bond

Document Date: 7/31/2023 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Titchener Signer's Name: _____

☒ Corporate Officer – Title(s): CFO ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of Placer)

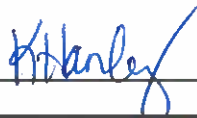
On July 31, 2023 before me, K. Hanley, Notary Public
(insert name and title of the officer)

personally appeared Julie A. Shiroma,
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.

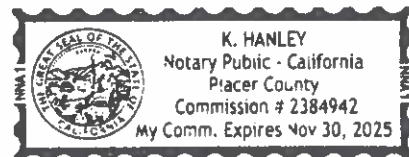
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jana B Pilgard, Kathy Rangel, Robert D Laux, Dona Lisa Buschmann, Edward D Johnson, Julie A Shiroma, Stephen D Bender, Alexis Estrada, Lisa Bracero, Maggie Bender Johnson, Individually

of Roseville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of January, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 18th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of July, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

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 HVAC REPLACEMENT AT THE WASTEWATER TREATMENT PLANT 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.

MICHAEL TITCHENAL

CFD, PETERSON MECHANICAL INC.

Michael Titchenal

Signature(s) of Bidder

Business Address: 21819 Eighth Street East

Sonoma, CA 95476

Place of Residence: 15 CANDY LAKE

NAPA, CA 94558

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____.

Please see attached Jurat

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1-6 below)

☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

 Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

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

State of California

County of Sonoma

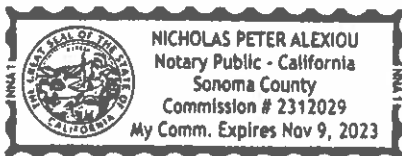
Subscribed and sworn to (or affirmed) before me

on this 1st day of August, 2023,
 by _____
 Date Month Year

(1) Michael Titchenal

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

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



Place Notary Seal and/or Stamp Above

Signature [Signature]
 Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non-collusion Aff'davit

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



AGENDA SUMMARY REPORT

SUBJECT: Conduct a Public Hearing to Receive Public Comment and Discuss Final Grantee Performance Under State Community Development Block Grant 20-CDBG-CV1-00004, and Acknowledge Full Reimbursement of Grant Expenses from the California Department of Housing and Community Development.

DEPARTMENT: Community
Development

PREPARED BY: Jim Robbins, Housing and Grants Manager

PRESENTER: Jim Robbins, Housing and Grants Manager

ATTACHMENTS:

1. Resolution 2020-53
2. Standard Agreement
3. Equipment Specifications
4. Notice of Completion

Summary: Council will conduct a public hearing to receive a report from Staff on performance and accomplishments from State Community Development Block Grant #20-CDBG-CV1-00004; receive public comment related to the City's performance on this grant project; and acknowledge project accomplishments and activity completion.

Background: On September 16, 2020, the Ukiah City Council adopted Resolution No. 2020-53 (Attachment 1) authorizing the submittal of a State Community Development Block Grant (CDBG) application in response to the 2020 CDBG-CV1 Notice of Funding Availability (NOFA) issued by the State Department of Housing and Community Development (HCD). The City was awarded \$108,757 in State CDBG funds and executed Standard Agreement 20-CDBG-CV1-00004 on May 3, 2021 (Attachment 2). Awarded activities consisted of the following: "City of Ukiah Public Facility Improvement Project for Surge Capacity." The goal of the project was to install a permanent generator at the Ukiah Valley Conference Center (UVCC), 200 South School Street, to provide an emergency sheltering facility within the city limits to assist healthcare providers meet the demand for services and support in the event of a surge in the number of COVID-19 patients, or other similar public health emergency, including a capacity to sustain services in the event of a significant loss of electricity, such as during a Public Safety Power Shutoff (PSPS).

In early 2021, City Staff believed the project would require additional funding to support the project. In response, Council passed Resolution No. 2021-03 to authorize submittal of a CDBG-CV2 and CV3 application for funds to increase the overall project budget. This resulted in CDBG award and Standard Agreement 20-CDBG-CV2-3-00081, which added \$27,891 in Activity and \$3,209 in General Administration funds to the project. Through adoption of Resolution No. 2021-04, Council approved an amendment to 20-CDBG-CV1-00004 to add the additional CV2-3 funds to the same project.

At the time the CDBG-CV1 and CDBG-CV2-3 applications were submitted, no funding had been identified for the generator installation at the Ukiah Valley Conference Center. Because of the delay of execution of standard agreements by HCD of nearly a year and a half, the City continued seeking other funding and was able to secure assistance from PG&E. The unexpected project assistance from PG&E eliminated the need for the second awarded CDBG-CV2-3 grant for the public facility improvement project #20-CDBG-CV2-3-00081. However, the Ukiah Valley Fire Authority Ambulance Purchase was in need of additional grant funds, and it

could make use of the \$31,100 in project #20-CDBG-CV2-3-00081. Council then passed Resolution No. 2022-81 to transfer funding from project #20-CDBG-CV2-3-00081 to project #20-CDBG-CV2-3-00097 "Ukiah Valley Fire Authority Ambulance Purchase."

The City has purchased, installed, and tested the generator, of which the Equipment Specifications are attached to this report (Attachment 3), and a Notice of Completion has been filed for the project (Attachment 4). In order to complete closeout requirements related to the grant, and to remain eligible to receive funding for similar activities in the future, HCD requires Staff to present a report to Council on accomplishments and performance related to 20-CDBG-CV1-00004. HCD also requires that Council conduct a public hearing to receive public comment, acknowledge accomplishments, confirm activity completion, and confirm receipt of grant reimbursement funds from the State.

Discussion: The total amount of 20-CDBG-CV1-00004 Activity funds allocated to the project was \$92,954. The final Activity expense total was \$76,339.11, representing an expenditure rate of 82% of available grant activity funds. The City also expended \$15,735.22 in General Administration funds. No City of Ukiah CDBG Program Income funds were used for this project.

\$16,614.89 in grant Activity funds and \$67.78 in grant General Administration funds were unspent and will be disencumbered with HCD. Grant funds went unspent due to the securing of the additional PG&E grant, which was sought and awarded due to the year and a half delay between the submission of the CV1 and CV2-3 grant applications and the State's notification of award and releasing of the Standard Agreements for the project.

Staff recommends Council receive this report, conduct a public hearing to receive public comment on the City's performance related to 20-CDBG-CV1-00004, acknowledge accomplishments, confirm activity completion, and confirm receipt of grant reimbursement funds from the State.

Recommended Action: 1) Receive report from Staff on final performance of State Community Development Block Grant 20-CDBG-CV1-0004; 2) conduct a public hearing to receive public comment; and 3) acknowledge accomplishments, confirming activity completion, and confirming receipt of grant reimbursement funds from the State.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: CDBG

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Matt Keizer, Chief Building Official

DIVERSITY-EQUITY INITIATIVES (DEI): Goal 5 – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP): GP-A4 - Public Facilities, Services, and Infrastructure Element; GP-A6 - Safety Element

Approved: 
Sage Sangiacomo, City Manager

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM- CORONAVIRUS RESPONSE ROUND 1 (CDBG-CV1) NOFA DATED JUNE 5, 2020

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

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one application, in the aggregate amount of not to exceed \$108,757, for the following CDBG-CV1 activities, pursuant to the June 2020 CDBG-CV1 NOFA:

City of Ukiah Public Facility Improvement Project	Not to Exceed \$ 92,954
General Administration	Not to Exceed \$ <u>15,803</u>
Total	Not to Exceed \$108,757

SECTION 2:

The City has committed the use of Program Income for activities within its 2019-2020 CDBG application and acknowledges no Program Income is authorized or approved for the CDBG-CV1 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application.

SECTION 4:

The City hereby authorizes and directs the City Manager to execute and deliver the application and act on the City's behalf in all matters pertaining to the application.

SECTION 5:

If an application is approved, the City Manager is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah held on September 16, 2020 by the following vote:

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

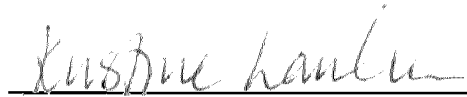

Douglas F. Crane, Mayor
Ukiah City Council

STATE OF CALIFORNIA
City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 16th day of September, 2020.

Kristine Lawler, City Clerk of the City of Ukiah of the State of California

By: 

Attachment 2 - Standard Agreement

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-CDBG-CV1-00004

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTOR NAME

City of Ukiah

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Twelve (12) Months from the Effective Date

3. The maximum amount of this Agreement is:

\$108,757.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions	04/2017
+ - Exhibit D	CDBG Program Terms and Conditions	23
+ - Exhibit E	Program Application	114

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Ukiah

CONTRACTOR BUSINESS ADDRESS

300 Seminary Avenue

CITY

Ukiah

STATE

CA

ZIP

95482

PRINTED NAME OF PERSON SIGNING

Sage Sangiacomo

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

04/20/2021

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-CDBG-CV1-00004

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

5/3/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**ADMINISTRATION AND MANAGEMENT DIVISION****Business & Contract Services Branch**

2020 W. El Camino Avenue, Suite 130, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-6872

www.hcd.ca.gov

Sage Sangiacomo, City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Dear Sage Sangiacomo:

RE: Award Announcement – City of Ukiah
Contract No.: 20-CDBG-CV1-00004 / CFDA # 14.228

Congratulations on your Community Development Block Grant Program-Coronavirus, Aid Relief, Economic Security Act (CDBG-CV1) Award. You have received your CDBG-CV1 Standard Agreement, Exhibits A through E, in the Grants Network System:

A. Standard Agreement (STD 213 and Exhibits A thru E)

STD 213 - Cover page

Exhibit A - Authority, Purpose and Scope of Work

Exhibit B - Budget Detail and Payment Provisions

Exhibit C - State of California General Terms and Conditions - GTC 04/2017

Exhibit C is now incorporated by reference; please see the STD 213 for additional information.

Exhibit D – CDBG-CV Program Terms and Conditions

Exhibit E – Program Application

B. For expeditious handling, please review the STD 213, sign and upload it into the Grants Network System. Do not mail or email the signed STD 213. Please follow the instructions below:

1. Review the entire Standard Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, using blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.

3. Print and upload the signed STD 213 into the Grants Network System within 30 days from the date of this letter.
4. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Maintain a complete electronic version of the STD 213 and Exhibits A through E for your pending file. **Note: The Standard Agreement is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Roxann Kuhnert, CDBG Program Manager, Federal Programs Branch, at (916) 263-6468 or email roxann.kuhnert@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

LaTasha Jackson

Contracts Analyst

cc: Janice Waddell, Branch Chief, Federal Programs Branch

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the new federal funding for Community Development Block Grant Program for non-entitlement jurisdictions (hereinafter, "CDBG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), and the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, California Health and Safety Code Section 50825, et seq., the California State CDBG Program Guidelines in effect as of October 15, 2019, and, all as may be amended from time to time. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

- A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The

Program Name: Community Development Block Grant Coronavirus Response Round 1 (CDBG-CV1)
NOFA Date: 06/04/2020
Approved Date: 08/12/2020
Prep. Date: 01/27/2021

EXHIBIT A

Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

- B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Section VI, and Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.
- C. Except for General Program Administration, grant activity(ies) must the Benefit to Low/Moderate Income Persons or Households CDBG National Objectives

3. **Duplication of Benefits (DOB)**

The Subrecipient must report all funds obtained by the Project owner from any source from the date of the disaster until the date of the Project application. Additionally, the Department, in coordination with the Subrecipient, will perform a check for DOB prior to issuing an award to ensure that duplicative assistance is not provided for multifamily housing. The Department also reserves the right to require that the Subrecipient perform additional DOB checks throughout the course of the Project's period/performance, up to and through the closeout of each Project, to ensure there is no duplicative assistance throughout the course of the Project.

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss to which the entity has already received financial assistance from another source (42 USC § 5155(a)). The Federal Register Notice, published November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a duplication of benefit and the recapture of funds, if necessary.

EXHIBIT A

The Subrecipient agrees to repay to the Department any assistance later received for the same purpose as the CDBG–DR funds and that exceeds the total need for the particular recovery purpose.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

4. Effective Date and Commencement of Work

- A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.
- B. The CDBG-CV Grantee agrees that no Work toward the implementation of the project activity or program activity, as identified in Exhibit E, Section I through IV, shall commence without prior written authorization from the Department prior to the execution of this Agreement by the Department.

5. Term of Agreement and Performance Milestones

- A. Term of Agreement: With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before 12 months (one (1) year) from the Department's execution date identified on the STD 213 of this Standard Agreement. Any extensions beyond the 12 months will require the Department's approval and a contract amendment.
- B. Expenditure Deadline: All Program funds shall be expended no later than 12 months (one (1) year) from the final Department execution date of this Agreement as identified on the STD 213. All requests for funds must be submitted prior to the Expenditure Deadline.
 - 1) Reporting Deadlines:
 - a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than thirty (30) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.

EXHIBIT A

- b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the expenditure deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline will be deemed ineligible and the Grantee will be required to repay all grant funds expended on the activity.
- C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E, Section V.
- 1) Failure to Meet Milestones:
 - a) Failure to meet the first milestone identified in Exhibit E, Section V, is a material breach and will result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.
 - b) Failure to meet any given subsequent milestones identified in Exhibit E, Section V, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is completed, or the activity is canceled.
 - 2) Any milestone or deadline except the first milestone, the final activity report milestone, and the expenditure deadline may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.
- D. **Scope of Work Revisions and Amendments**

- 1) Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, a change in National Objective, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall

EXHIBIT A

automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:

- a) Adjustments that itemize the scope of work, revise milestone deadlines, except for first and last milestones, and change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce count of estimated beneficiaries.
 - b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without changing the overall budget.
- 2) Contract Amendments: Adjustments to the Scope of Work that require an increase or a reduced scope of work, that change the National Objective, or that change the type or reduces the number of beneficiaries assisted shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed. Contract Amendments shall include but not be limited to:
- a) Adjustments that either add scope beyond what was included in the original application, or that reduce scope such that the activity is materially different from the original application, or that reduce estimated beneficiary counts.
 - b) Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.
- 3) HUD Matrix Codes: If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

EXHIBIT A

E. **State CDBG Program Contract Management**

- 1) Department Contract Manager: For purposes of this Agreement, the State CDBG Program Managers for the Department shall also serve as the Program Contract Managers. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address:

State CDBG Program Contract Manager
Division of Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Phone: (916) 263-6468
Email: CDBG@hcd.ca.gov
- 2) Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:
 - a) Financial Reports (Funds Requests);
 - b) Activity Reports;
 - c) Semi-Annual Reports;
 - d) Annual Reports;
 - e) Submittal of any and all requested supporting documentation;
 - f) Standard Agreement Revisions (non-material contract changes); and,
 - g) Standard Agreement Amendments (material contract changes).
- 3) Grantee Contract Administrator: The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract

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Administrator as identified in the Grantee Profile as referenced in Exhibit E.

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

- A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E, Section VI.
- B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the state's accounting system.

Funding in this Agreement may include either or both:

- 1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,
 - 2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.
- C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports (funds requests) required for such activity. The Financial Reports shall be accessed through the online grant management system and are the reports

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which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

- A. No activity costs may be incurred, or funds reimbursed until the Grantee has documented compliance with the applicable National Environmental Protection Act (NEPA) requirements established in 24 CFR Part 50, 24 CFR Part 58, and 42 USC §4321, et seq.
- B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR §200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, Section VI, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR §200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.
- C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held

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- funding CDBG grant resources such as, but not limited to Program Income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.
- D. Withholding Funds: The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR §200.302, and the internal control requirements of 2 CFR §200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.
- E. Disencumbering Funds: The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, or that have not been spent prior to the Expenditure Deadline will be subject to disencumbrance by the Department.
- F. Indirect Costs: If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.
- G. Pre-Agreement Costs: Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Section VI, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Section VI, Project Budget, will **not** be paid with CDBG-CV1 funds.

4. Method of Payment

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The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Funds requested through the Financial Report must be for a minimum of \$1,000.00, with the exception of the final funds request, which must be marked "Final". Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

- A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, Section VI, upon presentation of invoices which Grantee certified are true and correct copies of payments due on behalf of the Grantee for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- 1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee's discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.
 - 2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a description of work completed and an explanation of why no funds have been expended.
- B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department's consent, which may be given or withheld on its sole discretion. No

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advances will be issued prior to full Agreement execution.

C. Final Payment Requests:

- 1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted before the Expenditure Deadline referenced in Exhibit A, Section 5 of this Agreement.
- 2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to the Expenditure Deadline of this Agreement.
- 3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State CDBG Grants Management Manual. All returned funds will be disencumbered.
- 4) All Funds Not Previously Requested: If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department before the Expenditure Deadline, and the Grantee has not requested an extension per Exhibit A Section 5, (Term of Agreement and Performance Milestones), the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. **Budget Revisions and Amendments**

Budget line item adjustments may be made in accordance with the following:

- A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:
 - 1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and

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Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.

- 2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing the overall budget.
 - 3) Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.
- B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements

- A. Expenditure Deadline:
- 1) All Program funds shall be expended no later than the Expenditure Deadline as defined in Exhibit A, Section 4. All requests for funds must be submitted no later than thirty (30) days prior to the Expenditure Deadline.
 - 2) The Final Financial Report for the activity must be marked final and submitted before the Expenditure Deadline. Financial Reports submitted after the Expenditure Deadline will not be eligible for reimbursement.

Closeout Procedure: The Grantee must submit the following at the completion of the activity:

- 1) A Final Activity Report that includes all required reporting data for the

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activity;

- 2) A filed Notice of Completion (if applicable);
- 3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto; and,
- 4) A resolution from the governing body acknowledging the accomplishments of the activity and confirming that the activity is complete and that all outstanding funds have been reimbursed by the Department.

If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within sixty (60) days after the Expiration Deadline, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted within thirty (30) days after the Agreement's Expenditure Deadline. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

- B. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

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CDBG-CV1 PROGRAM TERMS AND CONDITIONS

1. Definitions

- A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.
- 1) Acquisition (§ 5305 (a)(1))
 - 2) Public Improvements (§ 5305 (a)(2))
 - 3) Public Facilities (§ 5305 (a)(2) and (5))
 - 4) Public Services (§ 5305 (a)(8))
 - 5) Business Financial Assistance (§ 5305 (a)(17))
 - 6) Microenterprise Assistance (§ 5305 (a)(22))
- B. "Activity Budget" means the budget included in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.
- C. "Activity Delivery" (AD) means any reasonable and necessary costs that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Grantee may expend up to the indicated AD as identified in the NOFA that is associated with this Agreement or any relevant CDBG Management Memo. CDBG funds for AD cannot be drawn down unless CDBG activity costs have previously been drawn down or are being drawn down on the same funds request.
- D. "Activity Reports" are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.
- E. "CARES Act" means the Coronavirus Aid, Relief and Economic Security Act.
- F. "Department" means the California Department of Housing and Community Development.
- G. "Financial Report" is also identified as a funds request and refers to the forms and processes required to request the drawdown of CDBG-CV1 funds (requests for funds must be a minimum of \$1,000.00 unless it is the final Financial Report

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- for an activity). Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.
- H. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. §5305(a)(13).
- I. "Grantee" means the jurisdiction that applied for CDBG-CV1 funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR Part 200.
- J. "Pre-Agreement Costs" are pre-award costs as defined at 2 CFR §200.458 and 24 CFR §570.489(p) and are costs that are eligible per 2 CFR §200.400 et. seq. that have been itemized on the approved activity budget as identified in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.
- K. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.
- L. "Program Guidelines" means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code §50826.1(a) that states that the regulations are repealed upon adoption of guidelines.
- M. "Program Income", as defined in 24 CFR §570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.
- N. "Project" means eligible capital improvements to public facilities, infrastructure,

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assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

2. **Eligible Activities**

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG-CV1 activities as authorized under the CARES Act, (Public Law No: 116-136), 42 U.S.C. §5305 and 24 CFR §570.482.

3. **National Objectives**

Grantee will only use funds in support of the National Objective identified in Exhibit E, Section I. All CDBG-CV1 funded grant activities must meet a National Objective as defined in 42 U.S.C. §5304(b)(3), as amended, and 24 CFR §570.483.

Real Property acquired or improved in whole or in part with CDBG-CV1 funds must be used to meet the same National Objective for which it was purchased or improved for no less than five years from the date of acquisition/completion. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG-CV1 funds.

4. **Termination and Remedies for Noncompliance**

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR §200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR §200.340.

- A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the portion to be terminated and the effective date.

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- B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR §200.339(b).
- 1) The Department may initiate remedies for noncompliance as identified in 2 CFR §200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.
 - 2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.
 - 3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:
 - a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
 - c) Wholly or partly suspend or terminate the current award for the Grantee's program or project, as applicable.

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- d) Withhold further and/or future awards of CDBG/CDBG-CV1 funds.
 - e) Request that HUD initiate federal suspension debarment proceedings.
 - f) Take other remedies that may be legally available, including, but not limited to:
 - (i) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.
- 4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR §200.341.
- C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR §200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR Part 2424. CDBG-CV1 funds may not be provided to excluded or disqualified persons pursuant to 24 CFR §570.489(l).
- D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

5. **Severability**

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- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

6. Waivers

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Uniform Administrative Requirements

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

- A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.
- B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR § 200.300 et seq, and agrees to adhere to

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the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

- C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

8. **Compliance with State and Federal Laws and Regulations**

- A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG-CV1 program.
- B. Grantee shall comply with the requirements of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act)(Public Law No: 116-136, the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) §5301 et. seq., and Subpart 1 of the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) §570.480 et. seq., and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

9. **Affirmatively Furthering Fair Housing**

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

10. **Equal Opportunity Requirements and Responsibilities**

Grantee agrees that it undertakes hereby the same obligations to the Department that

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the Department has undertaken to HUD pursuant to the Department's CDBG/CDBG-CV1 certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

- A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;
- B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Fair Housing Act (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d), regarding relocation and displacement, and Section 109, prohibiting discrimination in CDBG funded programs, of Title 1 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;
- C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

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11. Relocation, Displacement, and Acquisition

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR §570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

12. Section 3: Training, Employment and Contracting Compliance

Grantee shall comply with Section 3 of the Housing and Urban Development Act of 1968 ("Section 3") (Public Law 90-448, now codified at 12 U.S.C. § 1701u, and implementing regulations at 24 CFR, Part 135. The responsibilities of the Grantee are outlined in 24 CFR §135.32 and include, but may not be necessarily limited to:

- A. Implementing procedures designed to notify Section 3 eligible residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential contractors for Section 3 covered projects of the requirements of Part 135 and incorporating the Section 3 clause set forth in 24 CFR §135.38 in all solicitations and contracts in excess of \$100,000.00.
- C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns to reach the goals set forth in 24 CFR §135.30. Recipients, at their own discretion, may establish reasonable numeric goals for the training and employment of Section 3 residents and contract awards to additional Section 3 business concerns that exceed the goals specified in 24 CFR §135.30.
- D. Assisting and actively cooperating with the Department in obtaining the compliance of contractors and subcontractors with the requirements of Part 135 and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation

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of the regulations in 24 CFR Part 135.

- E. Documenting actions taken to comply with the requirements of 24 CFR Part 135, the results of those actions taken and impediments, if any.

13. **Environmental Compliance**

- A. Grantee shall comply with the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.) requirements as they apply to this project.

CEQA reviews and determinations are the responsibility of local agencies and shall be administered by the Grantee as applicable.

- B. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- C. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.
- D. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
- E. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- F. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this

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Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

- G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. Grantee shall not receive authority to incur activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

14. **Procurement**

The Grantee shall comply with the procurement provisions in 2 CFR §200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian

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tribal governments as set forth in 2 CFR Part 200, et seq., as applicable.

15. **Procurement of Recovered Materials**

- A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:
- 1) are not reasonably available in a reasonable period of time;
 - 2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - 3) are only available at an unreasonable price.
- B. This clause shall apply to items purchased under this Agreement or subsequent contract where:
- 1) the Contractor purchases in excess of \$10,000.00 of the item under this Agreement; or
 - 2) during the preceding federal fiscal year, the Contractor:
 - a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and
 - b) purchased a total of in excess of \$10,000.00 of the item both under and outside that contract.

16. **Contracting and Labor Standards**

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- A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.
- B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

17. **Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. § 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

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- C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.
- D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

18. **Contractors and Subrecipients**

- A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR Part 200.
- C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.

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- D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

19. **Requirements for Economic Development Activities**

- A. Public Benefit Standards for Economic Development Activities: Per 24 CFR §570.482 (e) (f), (g) and §570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.
- B. Anti-Job Pirating Certification: Pursuant to 24 CFR §570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

20. **Rights to Inventions Made Under a Contract or Agreement**

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulation issued by the awarding agency.

21. **Prohibition Against Payments of Bonus or Commission**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

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- A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,
- B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

22. Reporting Requirements

- A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the

Department or HUD. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.

- B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Expenditure Deadline as defined in Exhibit A.
- C. Final Reporting Deadline: Grantee shall complete all required reporting for this activity no later than fourteen (14) months from the execution date of this Agreement as identified on the STD 213.
- D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part

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with CDBG/CDBG-CV1 funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

23. **Fiscal Controls**

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursement of, and accounting for, funds paid to the Grantee under this Agreement.

- A. Deposit of Funds: Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG -CV1 funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.
- B. Fund Management: Grantee shall deposit funds in an account requiring two signatures for disbursement and shall submit to the Department specimen signatures for all authorized signatories prior to receipt of funds;
- C. Fiscal Liability: Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.
- D. Fiscal Records: All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.
- E. Program Income: Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a

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separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

24. **Reversion of Assets**

Upon expiration of this Agreement, Grantee shall transfer to the Department any CDBG-CV1 funds, excluding Program Income, in Grantee's control at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG/CDBG-CV1 funds (including CDBG-CV1 funds provided to the Grantee in the form of a loan and Program Income) in excess of \$25,000.00 shall be either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.
- B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG/CDBG-CV1 funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG/CDBG-CV1 funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

25. **Monitoring Requirements**

The Department shall perform a program and/or fiscal monitoring of the CDBG-CV1 grant no less than once during the twelve (12) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

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Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR §200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

26. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

- A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.
- B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

27. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG/CDBG-CV1 Program.

28. Insurance

The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such

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levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

29. **Anti-Lobbying Certification**

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. 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,

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grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

30. **Conflict of Interest**

Pursuant to 24 CFR §570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

31. **Obligations of Grantee with Respect to Certain Third-Party Relationships**

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. §5304(g)].

32. **Energy Policy and Conservation Act**

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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33. **California State Contracting Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03)):**

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:
- 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 - 4) The department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.
- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to

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obtain federally required financial and compliance audits.

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Applications: City of Ukiah Public Facility Improvement Project for Surge Capacity

EXHIBIT E

Award Number

20-CDBG-CV1-00004

PO Number**Profile**

cschlatter@cityofukiah.com

Section I

Activity Category

Community Development

Activity (CD)

03E - Neighborhood Facilities

National Objective (CD)

(LMA) Low/Mod Area Benefit

Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program?

Modify Existing

Section II

Choose the measure indicator from the list. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13. <https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf>

Measure Indicator (P)

Persons Assisted

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit.

LMJ - Number of jobs created/retained.

Number of Beneficiaries

1,030

Presumed Benefit Types

Elderly Persons, Homeless Person

Additional Benefit Types

Youths, Single Adults, Single Men, Single Women, Families, Mentally Ill, Veterans, Victims of Domestic Violence

Upload Service Area Map

City of Ukiah CDBG-CV1 service area map.pdf

Section III

Activity Title

City of Ukiah Public Facility Improvement Project for Surge Capacity

Organization Name

City of Ukiah

Input the physical address of your organization, please do not use a P.O. Box.

Street Address

300 Seminary Ave.

Suite/Office #:**City:**

Ukiah

State

California

Zip Code:

95482

Colonia & Non-Federally Recognized Native American Tribes

For information about Colonia locations see <https://www.hudexchange.info/cdbg-colonias/colonias-history/>.

For a list of Federally recognized Native American tribes in California please see <https://www.ncsl.org/research/state-tribal-institute/list-of-federal-and-state-recognized-tribes.aspx>. For more information see the Governor's Office of the Tribal Advisor at <https://tribalgovtaffairs.ca.gov/>.

Is this activity in a Colonia?

No

Is this activity for a non-Federally recognized Native American tribe?

No

Section IV**Activity Information**

Add the address of where the activity will take place. If this is the same as the organizational address, re-enter the organization address. If it is a general area (example: a stretch of street or an unregistered address) please get as close as possible to the actual activity location and indicate the accurate location information in the activity description.

Street Address:

200 South School Street

Suite/Office #:**City:**

Ukiah

State

California

Zip Code:

95482

The Activity Description is a narrative that needs to include: how this activity is relates to COVID-19 impacts, how this activity will help with flattening the curve of the pandemic, or how it will help in the recovery from the pandemic.

The narrative must also include: a detailed description of the activity, why it is needed, who will benefit, activity location, how will the activity will be implemented, and when it will be complete.

Activity Description

The City of Ukiah proposes to improve a City-owned public facility, the Ukiah Valley Conference Center located at 200 South School Street, Ukiah, CA, with a permanent generator. The conference center is located within Mendocino County Census Tract 116, Block Group 1, a census tract/block group comprising 51.94% low- and moderate-income persons. The generator will provide back-up power to the facility to ensure the conference center remains operational during emergencies and power outages. As indicated by the attached letters of support, installing a generator will also assist healthcare providers meet the COVID-19 demand for services and support.

There are no public facilities in City limits with sufficient space to shelter residents during a power outage, and consequently residents often access healthcare facilities. Residents' access of healthcare facilities during a power outage can limit the capacity of healthcare facilities to respond to the ongoing COVID-19 pandemic crisis- especially in the event of a surge in positive cases. As power outages are becoming much more likely and frequent in California rural areas due to the threat of wildfire and the instigation of Public Safety Power Shutoffs, having a public facility able to shelter low- and moderate-income persons and vulnerable populations 24/7 will assist healthcare facilities respond to the COVID-19 pandemic and assist in flattening the curve.

Because the conference center is set up and on standby to be used in case of a surge in the COVID-19 pandemic, it is imperative for the safety of the people who may need to use the facility as a temporary medical facility that they have a generator to provide consistent power. The facility may also be used for a testing or vaccination site if additional sites are required by the County.

The proposed project supports FEMA's March 27, 2020 letter to Emergency Managers to actively plan to stand-up alternate sites such as the conference center that would support medical staff during the ongoing COVID-19 crisis. The conference center is the only public facility within City limits that has sufficient space to ensure that emergency shelter services and community resource services can be provided with social distancing measures in place. The conference center has central heating/air-conditioning and provides public restrooms and free Wi-Fi. It also houses district offices for Congressman Huffman, State Senator McGuire, and Assemblymember Wood.

Although the project is expected to provide area benefit to low- and moderate-income persons within Census Tract 116/Block Group 1, given the central location of the conference center and its access to public transportation, it is expected that homeless and elderly persons from other areas of the City will benefit from the proposed project. Youths, single adults, single men, single women, families, mentally disabled persons, veterans, and victims of domestic violence are also expected to utilize the facility during an emergency.

The project will be implemented by staff within the Community Development Department, in coordination with the City's Electric Utility Division and Office of Emergency Operations.

Provide a detailed narrative describing the steps to be taken to complete the activity (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

The narrative must include the deliverables that will be completed as part of this activity in relationship to the task descriptions (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes... etc.). This deliverable narrative should indicate your direct knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

In completing the Tasks and Deliverables narratives, the applicant should demonstrate a knowledge of the specific steps needed to achieve the desired outcome.

Detailed Scope of Work - Task and Deliverables Narrative

A detailed task narrative, listing steps and a timeline for implementation, is below. Please note that if the grant award letter and standard agreement are received earlier- and if there are opportunities to further accelerate the timeline- the dates will be adjusted accordingly. The City's goal is to complete the project as quickly as possible to provide sheltering and emergency support services during the colder winter and spring months, as well as the summer and fall 2021 wildfire season.

1. Upon receipt of CDBG CV-1 grant award letter from HCD, secure approval from City Council to authorize budget amendments, execute standard agreement, and proceed with development of generator specifications- 10/23/2020.
2. Receive standard agreement from HCD and execute agreement, plus clear any associated conditions - by 11/6/2020.
3. Hold public hearing for submittal of application in response to expected CDBG CV-2/CV-3 NOFA. Secure approval from City Council of resolution to apply for approximately \$27,891 for the remainder of the cost of the generator installation project. The generator project would be one of up to three activities the City may apply for in response to this anticipated NOFA. - By 11/30/2020
4. Electric Utility Division to develop plans and specifications and bid package; and work with Community Development Department to secure Council approval - by 12/18/2020. Note: prevailing wage information will be included in bid package.
5. Release RFP - by 1/4/2021. Note: conditional language will be inserted into the draft contract and bid solicitation that a contract award is contingent on an award of CV-2/CV-3 funding.
6. Execute CDBG CV-2/CV-3 standard agreement; clear associated conditions - by 1/22/2021.
7. 10-day wage rate lock - 1/25/2021.
8. Bids due - by 2/5/2021.
9. City Council approval of contract award; and execution of contract with procured firm - 2/17/2021.
10. Pre-construction conference and issuance of notice to proceed- by 3/8/2021.
11. Project completion - by 5/28/2021.
12. Completion of close-out report, including presentation of final accomplishments and performance to City Council - by 6/30/2021.

The City expects to submit monthly funds requests, set-up/completion reports, annual performance reports, and other required reports from execution of the standard agreement to close-out.

Statement of Need and Proposed Outcome

The Statement of Need presents facts and evidence to support the need for your activity. An effective need statement will describe the target populations to be served, define the community problem to be addressed, is related to the purposes and goals of your organization, includes quantitative and qualitative documentation and supporting information, does not make any unsupported assumptions, and describes the situation in terms that are factual. An effective Statement of Needs will describe the relationship between the needs and COVID-19 impacts in your communities.

Statement of Need and Proposed Outcome Narrative:

In partnership with local healthcare facilities, the City has identified a critical need during the COVID-19 pandemic to be an emergency sheltering facility within City limits, operational during a loss of electrical power, and with sufficient space to meet the American Red Cross and Mendocino County Public Health Department's COVID-19 guidelines for social distancing. The City's Ukiah Valley Conference Center, located in the downtown at 200 South School Street, was identified as this facility but would need to be improved with a permanent generator to sustain services during a loss of electrical power.

The proposed project is expected to assist in flattening the curve from COVID-19 by providing an emergency shelter and community service center operational 24/7, even in the event of loss of power from a Public Safety Power Shutoff (PSPS) or other disaster or local emergency. By providing a temperature-controlled facility where residents can charge their medical and communication devices, fill their oxygen tanks, and receive important communication messages, the likelihood that residents would access these types of community support services at healthcare facilities is reduced, enabling healthcare facilities to more fully focus on COVID-19 response efforts and urgent healthcare needs. An emergency shelter and community service center with this capacity will be a vital community resource throughout the COVID-19 pandemic and especially so in the event of a surge in positive COVID-19 cases.

The City of Ukiah Community Development Department will administer the CDBG CV-1 standard agreement and generator project, including monitoring of federal and state prevailing wages, approval of project drawdowns, Duplication of Benefits tracking, and all reporting and compliance responsibilities. The Department intends to execute an interagency agreement with the City of Ukiah Electric Utility Division (EUD) to ensure a smoothly implemented project. The EUD will share in the labor to complete the installation of the generator with its existing electrical utility personnel and the procured electrical contractor. The EUD will also procure and oversee the work of the electrical contractor.

At the conclusion of the project, a generator will be installed at the conference center, allowing 24/7 power generation in the event of loss of electrical power. At least 50 low- and moderate-income residents are expected to benefit from the proposed project.

Section V

Indicate if you will need more than 30 days after the expenditure deadline to complete your beneficiary reporting, including reporting for activities where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries.

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?

No

Milestones

Milestones are the progress markers or performance indicators that indicate progress toward the completion of your activity. Milestones may directly relate to your task narrative and are enforceable through the standard agreement. Each activity must include at least a starting and a completion milestone, with description of the milestone and a date. Additional milestones are optional and strongly encouraged.

Milestone #1 - Activity Start

Execute CDBG CV-1 standard agreement; clear associated conditions.

Milestone #1 Completion Date

11/06/2020

Do you want to add additional optional milestones?

Yes

Milestone #2 (optional)

Execute CDBG CV-2/CV-3 standard agreement; clear associated conditions.

Milestone #2 Completion Date (optional)

01/22/2021

Milestone #3 (optional)

Issuance of Notice to Proceed to contractor/implementer.

Milestone #3 Completion Date (optional)

03/08/2021

Milestone #4 (optional)

Project completion.

Milestone #4 Completion Date (optional)

05/28/2021

Milestone #5 (optional)

Milestone #5 Completion Date (optional)

Milestone #6 (optional)

Milestone #6 Completion Date (optional)

Milestone #7 (optional)

Milestone #7 Completion Date (optional)

Milestone #8 (optional)

Milestone #8 Completion Date (optional)

Milestone #9 (optional)

Milestone #9 Completion Date (optional)

Milestone #10 - Confirmation of Closeout

Complete and submit closeout report.

Milestone #10 - Confirmation of Closeout Completion Date

06/30/2021

Readiness Criteria

Collaborators and Partners

Partnerships and collaborations are supported and in many cases encouraged in implementing your COVID-19 related activity. Please indicate what types of partnerships you will be using in implementing your activity in the check-boxes and include a list of all of the different partners and collaborators including whether you have a formal or informal partnership agreement in the narrative section. Please upload and fully executed formal agreements as applicable.

List of collaborators/partners

Other

Provide a narrative listing your partners and collaborators

The City of Ukiah will implement the activity with existing staff from the Department of Community Development, Electric Utility Division, and Office of Emergency Management. Although the City will not utilize external partners to directly implement the proposed activity, the City's existing COVID-19 pandemic partners and collaborators will be important for coordinating the sheltering and community support services once the conference center is improved with the generator and fully operational as an emergency sheltering facility. A description of those partners follows.

Adventist Health Ukiah Valley is a 78-bed, nonprofit hospital located in Ukiah and is the largest and most comprehensive healthcare facility in the county. Adventist Health Ukiah Valley offers a complete range of healthcare services, while closely adhering to the COVID-19 guidelines of the CDC and the Mendocino County Public Health Department. The hospital is fully prepared for a COVID-19 patient surge.

The Coastal Valley EMS Administrator is responsible for the overall operation and function of the Agency. EMS Coordinators are responsible for the operational components of each County's portion of the EMS system including oversight and review of the ambulance providers, special projects, region wide disaster medical preparedness, communications-dispatch oversight, Quality Improvement (QI)/data system, training, AED program, medical control oversight, and oversight of designated Trauma Centers. In addition to County personnel, the EMS Agency contracts with an emergency physician to function as EMS Medical Director for the regional EMS system. Coastal Valley distributes all Personal Protective gear for first responders and is responsible for training COVID-19 swabbing procedures.

The Mendocino County Office of Emergency Services is responsible for coordinating all COVID-19 agency response across the county. Mendocino County OES coordinates with multiple agencies to ensure resources are available and mobilized.

Mendocino County Health and Human Services Agency/Public Health is designated as the Department Operational Center (DOC) for the COVID-19 Pandemic. The DOC coordinates and controls actions specific to the COVID-Pandemic. This department is responsible for sheltering operations around the County. When a shelter is needed they are activated, located the appropriate shelter location for the event, set up the shelter operations, provide health professionals to assure all health safety protocols are followed and assist any of those community members with health concerns/issues. They operate the shelter until Red Cross becomes available to take over operations.

American Red Cross/Mendocino Chapter supports agencies to help communities prepare for disasters and provide sheltering to those who must evacuate their homes.

North Coast Opportunities Volunteer Network provides disaster volunteers that assist during disasters with sheltering, food distribution, disaster preparedness, and other critical services. North Coast Opportunities is the designated Volunteer Organization Active during Disasters (VOAD).

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

City of Ukiah Letter of Support 8-4-2020 from Coastal Valley EMS.docx

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Letter from Adventist Health Ukiah Valley for generator.docx

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Do you have a draft or executed agreement with a contractor/subrecipient?

N/A (No Contract Needed)

Threshold Criteria

Site Control

Some activities require proof of physical site control while others require proof of control of the resources necessary to complete the activity. For example, a service that provides delivered meals will need to have "control" of a vehicle for deliveries. In the narrative box, explain what type of site control will be necessary for your activity. Upload the applicable proof of site control.

If you believe no site control is required for your activity, indicate that in the narrative and explain why no site control is necessary for your activity.

Description of site control of the facility or means to conduct the services

The Ukiah Valley Conference Center is owned by the City of Ukiah and managed by City of Ukiah staff. Site control is fully secured.

Upload Site Control Supporting Documentation

Deed for APN 002-261-09 (200 S School St).pdf

Federal funds may not be used to pay contractors, non-profits, or agencies that are federally debarred. Provide a proof of no-debarment for each agency, contractor, non-profit, or company that will receive funding or be paid out of this grant. Individuals that are not a business do not need to be checked.

Use <https://www.sam.gov/SAM/> to check for excluded parties and upload proof that contractors etc. are not debarred.

If you do not yet know who your contractors or subrecipients will be, you do not need to show proof of debarment check at application. However you will be required to check for debarment prior to contract or subrecipient agreement execution.

Upload your Debarment Check

City of Ukiah debarment check.pdf

Upload additional Debarment Check Documentation

Upload an executed Statement of Assurances and Compliance from the Files tab under the program solicitation. Please make sure the statement is completed with your jurisdiction's information and that the document has the specific CDBG-CV1 designation in the footer. The Statement of Assurances and Compliance is a legally binding document.

Upload your Statement of Assurances and Compliance with 2 CFR Part 200

City of Ukiah J- Stmt of Assurances.pdf

Use the updated Citizen Participation Requirements document at <https://www.hcd.ca.gov/policy-research/plans-reports/docs/Final-Citizen-Participation-Requirements-for-the-State's-Annually-Appropriated-Federal-Programs-Plans-and-Reports.pdf> to complete your public participation. Use the guidance on holding public hearings and meetings during a disaster to ensure your organization complies with public health priorities.

Use the Citizen Participation reference documentation in the Files tab of the solicitation for additional information on Limited English Proficiency (LEP) and a sample public notice.

Per 24 CFR §570.486 <https://www.law.cornell.edu/cfr/text/24/570.486> the public notice should contain at the minimum, the amount of CDBG funds being requested, the amount of PI funds being used (if applicable), the range of activities that will be performed, the address, phone number, and times of the meeting.

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements?

Yes

Upload Citizen Participation Proof of Public Notice

City of Ukiah CDBG-CV1 Proof of Publication.pdf

Upload Public meeting/hearing presentation/handout materials

Description.agenda.report.minutes- CDBG-CV1 App Submit PH.pdf

Upload Public meeting/hearing presentation/handout materials

Description.minutes.handouts- Ukiah Local App-Design Phase process.pdf

Use the approved sample resolution from the Files tab of the Solicitation. Do not modify the sample language in the resolution.

Upload Approved Resolution for Application

CC Reso 2020-53 Approving Application for Funding for CDBG-CV1.pdf

Download the FI\$CAL TIN from the Files tab in the Solicitation. Do not use P.O. Box addresses on the TIN. Make sure the TIN includes the official name of your jurisdiction.

Upload CA TIN Verification Form

City of Ukiah TIN- CDBG-CV1.pdf

Monitoring and Compliance

Are all single audit findings cleared or in remediation?

N/A (no audit finding or not required to submit single audit)

Are all HCD CDBG program monitoring findings cleared or in remediation?

N/A (no audit finding or not required to submit single audit)

Are you in compliance with all existing HCD award agreements?

Yes

Environmental

Use the Environment Review forms located on HUD's website at <https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview> to complete your environmental review. Note that even General Administration requires a statement of exemption. Upload the correct level of environmental review for your activity and a statement of exemption for any General Administration that you intend to use.

If the level of review for your activity is an Environmental Assessment or Environmental Impact Study, please upload the assessment or study plus consultation letters, identified mitigations, and/or conditions of approval. Please do not upload the entire environmental review record if it is more than 50 pages. Do upload any noticing FONSI/RROF or NOIRROF and Authorization to Use Funds if available that corresponds with the activity's appropriate level of review. Acceptable formats of these forms can be located at <https://www.hudexchange.info/programs/environmental-review/>. To determine the correct level of review go to HUD's environmental review overview page <https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview>. Please make sure your Environmental Review is definitive in findings and that the program/project description matches the activity description in this application. Environmental reviews with inadequate project/program descriptions, findings that are not definitive or that have squishy language, do not adequately or correctly identify mitigations, did not complete required consultations, or that have other material deficiencies may result in disqualification.

Upload proof of NEPA Compliance

NEPA CENST- Ukiah CDBG-CV1 general admin.pdf

Upload additional proof of NEPA Compliance

NEPA CEST- Ukiah CDBG-CV1 Activity Rev.pdf

Housing Element

Has your Housing Element (or draft) been adopted by your governing body and submitted to HCD?

Yes

Upload your Housing Element proof of submittal, may include correspondence from HPD, an official letter of certification, resolution from governing body adopting the Element and approving submittal or other proof.

Ukiah Review Letter - Adopted FINAL (HCD Certification).pdf

Applicant must be in compliance with HSC §25395.99 <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-25395-99.html>. For more information about Land-Use Controls please visit <https://www.hcd.ca.gov/community-development/building-blocks/constraints/land-use-controls.shtml>.

Have you enacted limitations on residential construction other than establishing agricultural preserves or limitations based on health and safety needs?

No

Upload proof of compliance with State statutes per the CDBG program

Section VI

Budget and Duplication of Benefits

You are expected to provide two activity budgets. There is a CDBG specific budget that you will complete as part of your application in the eCivis Grants Network. That budget is linked below and must be completed before you submit your application. You ALSO need to complete a full activity budget. Your full activity budget should use the sources and uses Excel template included in the Files tab in the Solicitation. You may use your own excel budget, provided it includes all of the sources and uses that will be included in your activity. Include line items for each component of your activity. Identify all funding sources that will be used to fund your activity including other federal and state funding, local funding, foundation or non-profit funding, donations and any other cash resources. Do not include in-kind donations or volunteer time.

This template will also be used to evaluate your duplication of benefits. Indicate in the template where you project increased utilization of your public services if you are proposing a public service activity.

Your complete activity budget narrative should include information about how the activity will be funded and whether or not the activity is viable if other funding sources are not available and the activity is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Make sure the budget narrative has a relationship to the tasks and deliverables described above. The narrative should include information about how the CDBG funding will only be used to support a new activity, a modified existing activity, or a addition of a new type activity.

Budget Narrative:

The City of Ukiah proposes the funding of a public facility improvement project to improve the surge capacity for area healthcare facilities. The total project cost including general administration is estimated to be approximately \$136,648 and will be funded by CDBG funds from CDBG COVID Rounds 1, 2, and 3 (note the entire cost of the project is not expected to be funded by CDBG-CV1).

The total project cost was arrived at by taking the cost of a portable generator, estimated at about 25% less cost than a permanent generator, and increasing the cost of labor by 75% due to the cost of installing a concrete pad and other permanent electrical upgrades, plus payment of prevailing wages to the electrical contractor. These numbers were then compared to a similar project in Tuolumne County and were found to be generally in line with these estimates (Please note that although the size of the Tuolumne County project is believed to be smaller and Tuolumne's project already had a concrete pad in place, this estimate was used as a guide since a local independent cost estimate was not available by the date applications were due.).

CDBG-CV1 is expected to fund most of the cost of the generator purchase and installation, at \$92,954. \$15,803 in general administration will be utilized by the City of Ukiah staff for compliance monitoring, duplication of benefits tracking, and overall program administration and reporting responsibilities. This amount is expected to be adequate for the generator installation project, including reporting and administration responsibilities related to the portion of the generator installation project funded by CV-2 and CV-3. No program income is committed for the project, because program income has already been committed to a Business Assistance program applied for in response to the 2019-2020 CDBG NOFA.

CDBG funding will be used to modify an existing public facility with a permanent generator such that backup power is available in the event of a loss of power due to a Public Safety Power Shutoff or other natural or manmade disaster or emergency. If CDBG funds are reduced or not available, the project will not be viable as the City has no other sources of funding for this project.

Upload Full Activity Budget Sources and Uses

City of Ukiah CDBG-CV1 activity budget.xlsx

Upload Cost Allocation Plan (if applicable)**Upload Duplication of Benefit Tracker Form (in Excel)**

City of Ukiah CDBG-CV1- Duplication of Benefit Tracking.xlsx

You will be responsible for documenting compliance with HUD's duplication of benefit requirements. You can find additional information about how to track duplication of benefits at the following link:
<https://www.hudexchange.info/trainings/courses/duplication-of-benefits-webinar-2019/2970/>.

Include a brief narrative explaining how you plan to track for duplication of benefits in your activity.

The public facility improvement project at the Ukiah Valley Conference Center will be 100% funded through Rounds 1, 2, and 3 of the CDBG COVID funding. The City of Ukiah, through owning and managing the public facility, certifies that no other CARES Act funding will be utilized for the public facility improvement project within this application.

The City of Ukiah Community Development Department is responsible for monitoring the implementation of the project for compliance with CDBG regulations, including tracking of Duplication of Benefits (DOB). To ensure the total amount of funding through CDBG CV-1, CV-2, and CV-3 is not greater than the need for the activity, the DOB spreadsheet provided by HCD will be utilized throughout implementation of the project to track all sources and uses (and expenditure of CDBG funds).

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

FEMA Administrator March 27, 2020, letter to Emergency Managers Requesting Action on Critical Steps.pdf

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Tuolumne County independent cost estimate- Ukiah CDBG CV-1.pdf

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)**Have you completed and submitted your eCivis Grants Network budget worksheet?**

Yes

Average Score

0.00

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/956FDBEA-1B19-4049-A068-A8D88986F2A0>

Application Goals

View Application Goals

<https://portal.ecivis.com/#/peerGoals/E0E822B0-34BB-4049-8B54-321EE3F89008>

of Reviews

1

of Denials

0

Original Submission Date (for re-submissions)

Exhibit E - Budget

Applications: File Attachments

Upload Service Area Map

City of Ukiah CDBG-CV1 service area map.pdf

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

City of Ukiah Letter of Support 8-4-2020 from Coastal Valley EMS.docx

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Letter from Adventist Health Ukiah Valley for generator.docx

Upload Site Control Supporting Documentation

Deed for APN 002-261-09 (200 S School St).pdf

Upload your Debarment Check

City of Ukiah debarment check.pdf

Upload your Statement of Assurances and Compliance with 2 CFR Part 200

City of Ukiah J- Stmt of Assurances.pdf

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Upload Public meeting/hearing presentation/handout materials

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City of Ukiah TIN- CDBG-CV1.pdf

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NEPA CENST- Ukiah CDBG-CV1 general admin.pdf

Upload additional proof of NEPA Compliance

NEPA CEST- Ukiah CDBG-CV1 Activity Rev.pdf

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Ukiah Review Letter - Adopted FINAL (HCD Certification).pdf

Upload Full Activity Budget Sources and Uses

City of Ukiah CDBG-CV1 activity budget.xlsx

Upload Duplication of Benefit Tracker Form (in Excel)

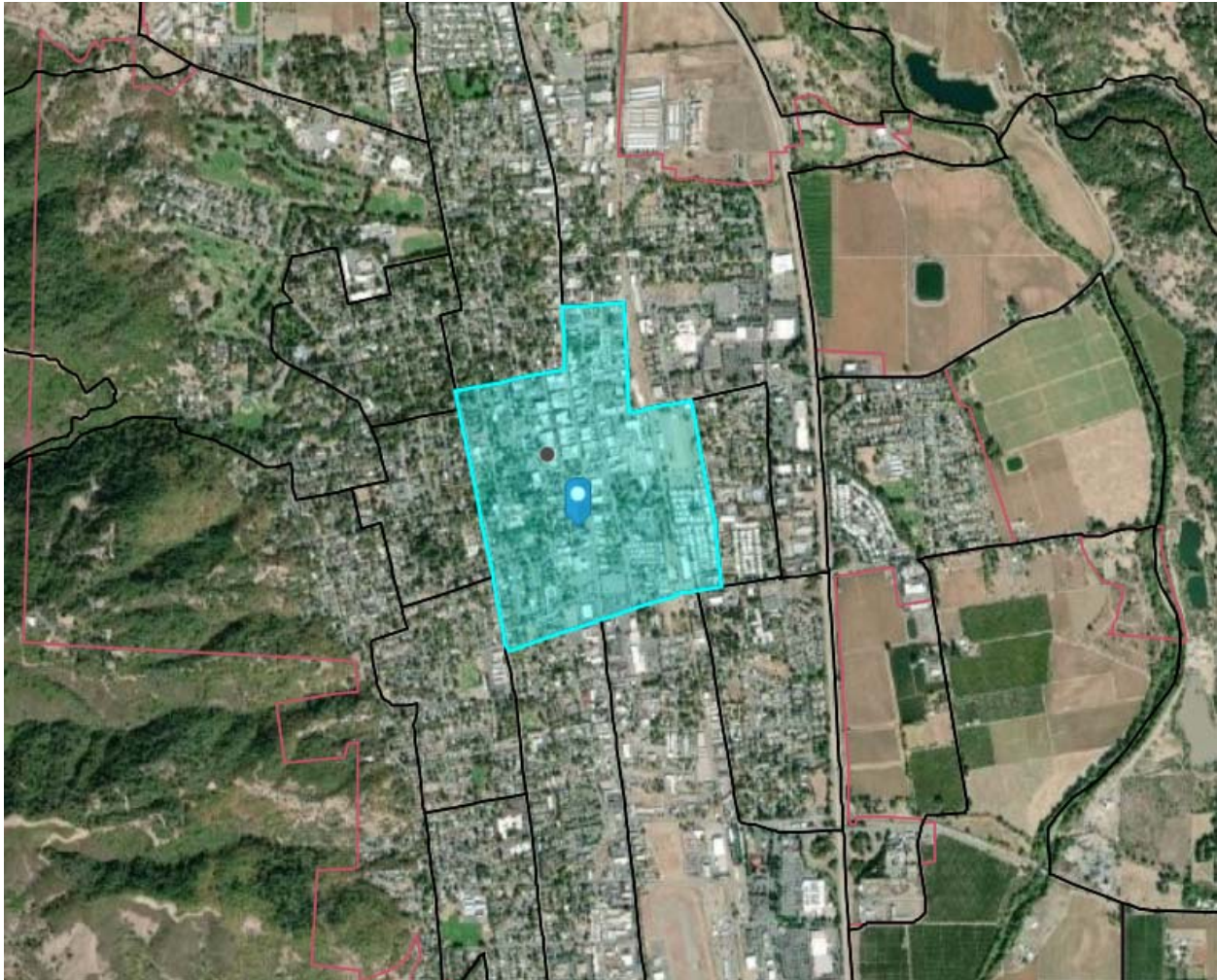
City of Ukiah CDBG-CV1- Duplication of Benefit Tracking.xlsx

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

FEMA Administrator March 27, 2020, letter to Emergency Managers Requesting Action on Critical Steps.pdf



**2020 CDBG-CV1 APPLICATION
SERVICE AREA MAP: CENSUS TRACT 116, BLOCK GROUP 1**



COASTAL VALLEYS EMS AGENCY

SERVING MENDOCINO AND SONOMA COUNTIES



August 4, 2020

Re: City of Ukiah's Application to the Community Development Block Grant Program-Coronavirus Response

To Whom It May Concern:

Coastal Valleys EMS Agency is pleased to learn of the City of Ukiah's application to the Community Development Block Grant Program to fund a generator for the Ukiah Valley Conference Center that can be used for an emergency shelter during power outage events. Please accept this letter to share our full support of the project.

In 2019, Mendocino County experienced a power-loss event that lasted a total of five days. During this outage, many of our medically fragile patients summoned our local hospital needing their oxygen tanks filled as a result of the extended duration of the outage. This created an enormous stress on our local pre-hospital and hospital system. The City of Ukiah's ability to set up a shelter to support both community residents and our local pre-hospital and hospital partners during future power-outage events would be a huge service to those who depend on power for their medical device needs.

Substantial planning efforts have been made to ensure our community is provided safe shelter locations during a power-outage event during the COVID 19 pandemic. The EMS Agency supports this important project as it will provide great relief to our community.

Respectfully,

Jen Banks

Jen Banks

EMS Coordinator

Medical Health Operational Area Coordinator

(707)217-7914



Administration

275 Hospital Drive
Ukiah, CA 95482
707-467-5270
AdventistHealth.org

August 3, 2020

Re: City of Ukiah's Application to the Community Development Block Grant Program-Coronavirus Response

To Whom It May Concern

Adventist Health Ukiah Valley Hospital was pleased to learn of the City's application to the Community Development Block Grant Program to fund a generator for the Ukiah Valley Conference Center that could be used as an emergency shelter during power loss events. We would like to take this opportunity to share our full support of the project.

In response to the COVID-19 pandemic, hospitals are ready for possible surges of COVID-19 patients. In the event a disaster strikes and power is lost the hospital will be able to function at limited capacity. During the 2019 power loss event that continued for 5 days, the hospital was unable to provide all services and many medical dependent patients arrived at the hospital needing oxygen tanks filled along with other care due to having no power, thus adding additional stress to both hospital and ambulance providers. The City's ability to set up a shelter that would support the hospital during the COVID-19 pandemic and provide services to those who depend on power for their medical devices.

Providing the community access to services and keeping them safe by following all COVID-19 guidelines is a huge benefit to our residents and that is why the hospital supports this important project.

Respectfully ,

Judson Howe

Chief Financial Officer

Adventist Health Mendocino County

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

00018504
Recorded at the request of
CITY OF UKIAH
Book 2374 Page 114
11/08/1996 02:30P
Fee: \$0.00 No of Pages:4

OFFICIAL RECORDS
MENDOCINO COUNTY CALIF
MARSHA A. YOUNG, RECORDER

MAIL TAX STATEMENTS TO:
Same as above

(Above space for Recorder's use only)

AP NO. 002-261-09

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer tax is \$ 0

- () computed on full value of property conveyed, or
- () computed on full value less value of liens and
encumbrances remaining at time of sale
- () unincorporated area: ()



FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED,

Ukiah Redevelopment Agency, a Public Agency,

hereby grants to

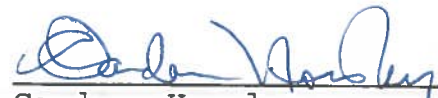
City of Ukiah

the following described real property in the City of Ukiah,
County of Mendocino, State of California:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

DATED: Nov 7, 1996

UKIAH REDEVELOPMENT AGENCY


Candace Horsley,
Executive Director

Order No. 99572 DR

DESCRIPTION

The land referred to herein is situated in the State of California,
County of Mendocino, City of Ukiah and is described as follows:

COMMENCING at a city monument at the intersection of the centerlines of School Street and Church Street in the City of Ukiah; thence following the centerline of Church Street westerly a distance of 40.01 feet; thence turning to the left at an angle of $88^{\circ} 50'$ a distance of 20.01 feet to and for the true point of beginning; thence from said point of beginning turning to the right at an angle of $88^{\circ} 50'$, a distance of 204.35 feet; thence turning to the left at an angle of $89^{\circ} 34'$, a distance of 99.60 feet; thence turning to the left at an angle of $90^{\circ} 26' 14''$, a distance of 203.08 feet; thence turning to the left at an angle of $88^{\circ} 49' 46''$, a distance of 99.60 feet to the true point of beginning.

A.P.No.: 2-261-09

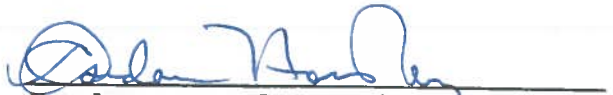
Book: 2374 Page: 115

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated November 7, 1996 from Ukiah Redevelopment Agency to the City of Ukiah, a general law municipal corporation, is hereby accepted by order of the City of Ukiah City Council on May 15, 1996, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 11-7, 1996

By:


Candace Horsley, City Manager

Book: 2374 Page: 116

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Mendocino

On November 7, 1996 before me, Karen Yoast, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Candace Horsley,
Name(s) of Signer(s)

☒ personally known to me – **OR** – ☐ 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.



WITNESS my hand and official seal.

Karen Yoast
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant Deed

Document Date: November 7, 1996 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Candace Horsley

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: Executive

Director

Signer Is Representing:

Ukiah Redevelopment

Agency

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

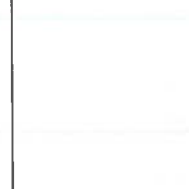


Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here





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 **ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 09/12/2020 from 8:00 AM to 1:00 PM.

 **ALERT:** CAGE is experiencing intermittent service interruptions. SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again later.

Entity Dashboard

Ukiah, City Of
DUNS: 074642893 CAGE Code: 1WGX8
Status: Active
Expiration Date: 08/04/2021
Purpose of Registration: Federal Assistance Awards Only

300 Seminary Ave
Ukiah, CA, 95482-5400 ,
UNITED STATES

› [Entity Overview](#)

› [Entity Registration](#)

› [Core Data](#)

› [Assertions](#)

› [Reps & Certs](#)

› [POCs](#)

› [Exclusions](#)

› [Active Exclusions](#)

› [Inactive Exclusions](#)

› [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Entity Overview

Entity Registration Summary

Name: Ukiah, City Of
Business Type: US Local Government
Last Updated By: Greg Owen
Registration Status: Active
Activation Date: 08/04/2020
Expiration Date: 08/04/2021

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200814-1154
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APPENDIX J

1

Appendix J: CDBG-CV1 Application Certifications and Statement of Assurances

Complete and fully execute the attached CDBG-CV Application Certifications and Statement of Assurances. The executed statement must be uploaded as a threshold document in the application. The document **may not** be modified.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 200
Sacramento, CA 95833
(855) 333-CDBG (2324)/ FAX (916) 263-2763
www.hcd.ca.gov



CDBG-CV1 Application Certifications and Statement of Assurances

The **CITY OF UKIAH** hereby certifies the following:

1. Legal Authority:

It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

2. Application Authorization:

Its governing body has duly adopted or passes as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.

3. Citizen Participation:

It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:

- A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction – and
- B. Provides citizens with reasonable ADA compliant and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title – and
- C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee – and

- D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal – and
- E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable – and
- F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

4. National Objective:

It has developed its CDBG Program so as to primarily benefit targeted income person and households and each activity in the program meets one of the three national objectives: benefit to low-and moderate-income persons, elimination of slums and blight, or meets an urgent community need (with prior Department approval) certified by the grantee as such.

5. NEPA Environmental Review:

It consents to assume, and hereby assumes the responsibilities for environmental review and decision-making in order to ensure timely compliance with NEPA by following the procedures for recipients of block grant funds as set forth in [24 CFR Part 58](#), titled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Also included in this requirement is compliance with [Executive Order 11988](#) relating to the evaluation of flood hazards, [Section 102\(a\) of the Flood Disaster Protection Act of 1973](#) (Public Law 93-234) regarding purchase of flood insurance, and the [National Historic Preservation Act of 1966](#) (16 USC 470) and implementing regulations ([36 CFR §800.8](#)).

6. Audit/Performance Findings:

It certifies that the State Controller's Office (SCO) was in receipt of its complete Single Audit Package by the NOFA application due date, or certifies that is exempt from the Single Audit requirements set forth in [2 CFR Part 200](#).

7. Growth Control:

It certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- A. Imposes a moratorium on residential construction, to protect health and safety, for a specified period of time which will end when health and safety is no longer jeopardized; or
- B. Creates agricultural preserves under [Chapter 7 \(commencing with Section 51200\) of Part 2 of Division 1 of Title 5 of the Government Code](#); or
- C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or
- D. The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with [Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code, commencing with section 65580](#).

8. Uniform Administrative Requirements:

It will comply with the regulations, policies, guidelines and requirements of [2 CFR Part 200](#) and [24 CFR Part 85](#) and the [CDBG Program Guidelines](#).

9. Nondiscrimination:

It shall comply with the following regarding nondiscrimination laws and practices as may be amended from time to time:

- A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- B. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- C. Section 109 of the Housing and Community Development Act of 1974, as amended.
- D. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- E. Executive Order 11246, as amended by Executive Orders 11375 and 12086.

- F. Executive Order 11063, as amended by Executive Order 12259.
- G. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
- H. The Age Discrimination Act of 1975 (Public Law 94-135).

10. Anti-Displacement/Relocation:

It will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.).

11. Labor Standards:

It will comply with the following regarding labor standards as may be amended from time to time:

- A. [Section 110 of the Housing and Community Development Act of 1974](#), as amended.
- B. [Section 1720, et seq. of the California Labor Code](#) regarding public works labor standards.
- C. Davis-Bacon and Related Acts as amended ([40 U.S.C. §276\(a\)](#)) regarding the payment of prevailing wage rates.
- D. Contract Work Hours and Safety Standards Act ([40 U.S.C. §3702](#)) regarding overtime compensation.
- E. Anti-Kickback Act of 1934 ([41 U.S.C. §51-58](#)) prohibiting "kickbacks" of wages in federally assisted construction activities.

12. Architectural Barriers:

It will comply with the Architectural Barriers Act of 1968 ([42 U.S.C. §4151 et seq.](#)) and implementing regulations ([24 CFR Parts 40-41](#))

13. Conflict of Interest:

It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds ([24 CFR §570.611](#)).

14. Limitations on Political Activities:

It will comply with the Hatch Act ([5 U.S.C. §1501, et seq.](#)) regarding political activity of employees.

15. Lead-Based Paint:

It will comply with the Lead-Based Paint Regulations ([24 CFR Part 35](#)), which prohibit the use of lead-based paint on projects funded by the program.

16. Debarred Contractors:

It certifies that neither the applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System located at <https://www.sam.gov/SAM/>. In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of [24 CFR Part 24](#).

17. Inspection of Grant Activities:

It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

18. Cost Recovery:

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- A. CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG funds; or
- B. For purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, that it lacks sufficient funds received from CDBG Program to comply with the requirements of this clause.

19. Procurement:

It will follow the federal procurement policies per [24 CFR §200.317 et seq.](#)

20. Excessive Force:

It will adopt and enforce policies:

- A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and
- B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

21. Anti-Lobbying:

- A. It certifies and agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress 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.
- B. 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 in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

22. Compliance with Laws:

The jurisdiction will comply with all applicable laws, rules, and regulations governing the activities being applied for herein.

I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.

Sage Sangiacomo

Printed Name of Authorized Representative (*per the Resolution*)


Signature

City Manager
Title

8-19-2020
Date

Ukiah Daily Journal

617 S. State St
Ukiah, California 95482
(707) 468-3500
advertising@record-bee.com

2117148

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

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA COUNTY OF MENDOCINO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Ukiah Daily Journal, a newspaper of general circulation, printed and published daily in the City of Ukiah, County of Mendocino and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, under the date of September 22, 1952, Case Number 9267; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

08/29/2020

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ukiah, California,
September 17th, 2020



Molly E. Lane, LEGAL CLERK

Legal No. **0006512440**

8-29/20

NOTICE OF PUBLIC HEARING FOR SUBMITTAL OF STATE CDBG-CV1 APPLICATION

NOTICE IS HEREBY GIVEN that the City Council for the City of Ukiah will conduct a public hearing on Wednesday, September 16, 2020 at 6:15 p.m., or as soon thereafter as can be heard, in order to discuss and consider submittal of an application in response to the 2020 State Community Development Block Grant Program – Coronavirus Response Round 1 (CDBG-CV1) Notice of Funding Availability (NOFA), and to solicit public input.

The City of Ukiah anticipates submitting an application under the CDBG-CV1 NOFA published on June 5, 2020, for the following activities:

City of Ukiah Public Facility Improvement Project	Not to Exceed \$ 90,269
General Administration	Not to Exceed \$ 18,488
Total	Not to Exceed \$108,757

Because of the Shelter-in-Place Order, the Civic Center of the City of Ukiah is closed. The meeting will be a virtual meeting accessible using instructions on the City's website at <http://www.cityofukiah.com/meetings/>. TO PRESENT VERBALLY: go to the agenda (download arrow on right), which will have instructions and a link to the meeting. TO BE READ ALOUD BY CLERK: email to meeting@cityofukiah.com. Include in the subject line "To be read aloud" and which agenda item that you are submitting your comment for; keep your comments to 500 words or less. CORRESPONDENCE FOR SUBMISSION: email to meeting@cityofukiah.com. Include in the subject line which agenda item that you are submitting your correspondence for.

All interested parties are invited to attend the public hearing and be heard. If you are unable to attend the public hearing, you may direct written comments to the City of Ukiah, Attention Craig Schlatter, Community Development Department, 300 Seminary Avenue, Ukiah, CA 95482, via Email to klawler@cityofukiah.com, or you may telephone Kristine Lawler, City Clerk, at (707) 463-6217, or Craig Schlatter, Community Development Director, at (707) 463-6219.

If you plan on attending the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please call Kristine Lawler at the City of Ukiah at (707) 463-6217 to arrange for those accommodations to be made.

City of Ukiah promotes fair housing and makes all programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual orientation, marital status or handicap.



**2020 CDBG-CV1 APPLICATION
PUBLIC FACILITY IMPROVEMENT PROJECT**

Description of Application Submittal Public Hearing

The Ukiah City Council conducted an application submittal public hearing on September 16, 2020, with the meeting publicly noticed on August 29, 2020. At the public hearing, the City Council received a report from staff on possible applications to be submitted under the 2020 CDBG-CV1 Allocation. Staff also recommended revised funding amounts to reflect the accurate calculation of activity and general administration funding amounts. City Council then adopted a resolution to submit an application for a public facility improvement project. No members of the public commented during the public hearing, nor were any written comments received.

Copies of the agenda and staff report for the September 16, 2020 public hearing are attached. Minutes are also attached. Due to the COVID-19 shelter in place order, the public hearing was held via virtual meeting, a recording of which is available at this web address: www.cityofukiah.com/meetings.



**City Council
Regular Meeting
AGENDA**

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
Register for Ukiah City Council Regular Meeting at:

<https://attendee.gotowebinar.com/register/6116794701044618766>

After registering, you will receive a confirmation email containing information about joining the webinar. Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

September 16, 2020 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. Presentation and Possible Direction Regarding the Mendocino County Continuum of Care's Strategic Plan for Addressing Homelessness in Mendocino County.

Recommended Action: 1. Receive presentation and provide direction to Staff, if warranted; and 2. Endorse the Mendocino County Continuum of Care's Strategic Plan for Addressing Homelessness in Mendocino County.

Attachments:

1. CoC Strategic Plan Presentation Ukiah
2. Strategic Plan to Address Homeless in Mendocino County

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- 5.a. Approval of the Minutes for the September 2, 2020, Regular Meeting.

Recommended Action: Approve the Minutes of September 2, 2020, Regular Meeting, as submitted.

Attachments:

1. 2020-09-02 Draft Minutes

6. RIGHT TO APPEAL DECISION

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

7. CONSENT CALENDAR

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

7.a. Report of Disbursements for the Month of July 2020.

Recommended Action: Approve the Report of Disbursements for the Month of July 2020.

Attachments:

1. July 2020 Summary of Disbursements
2. Account Codes for Reference
3. Object codes for Reference
4. July 2020 Disbursement Detail

7.b. Possible Adoption of the Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits.

Recommended Action: Approve the adoption of the Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits.

Attachments:

1. Livestock Permitting Ordinance Introduced

7.c. Adoption of Resolution Approving Records Destruction.

Recommended Action: Adopt resolution authorizing the destruction of outdated documents.

Attachments:

1. Resolution with Exhibit A

7.d. Determination of Notification of Intent to Adjust Curbside Collection and Transfer Station Service Rates in compliance with solid waste contracts.

Recommended Action: Confirm the determination of the City Manager, as reported here, of compliance with the provisions of the agreements between the City of Ukiah and Ukiah Waste Solutions, Inc. and Solid Waste Systems, Inc. regarding the company's notice of intent to adjust curbside collection and transfer station rates.

Attachments:

1. UWS Rate Package 2021
2. SWS Rate Package 2021

7.e. Review Landfill Closure Financial Plan Update.

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

Attachments:

1. CC Reso-Establishing Funding Closure-Ukiah Solid Waste Disposal
2. Annual Inflation Factor Report 2019

- 7.f. Award of Purchase for Rental of Street Sweeper from Owen Equipment, Inc. in the Amount of \$10,671 per Month and Approval of Corresponding Budget Amendment.

Recommended Action: Award of purchase of rental Street Sweeper from Owen Equipment, Inc. in the amount of \$10,671 per month and approval of corresponding budget amendment.

Attachments:

1. Quote

- 7.g. Approve Amended Scope of Work in Pioneer Law Group Retainer Agreement.

Recommended Action: Approve and authorize City Manager to sign Engagement Letter Amendment 1, with the Pioneer Law Group.

Attachments:

1. Engagement Letter - Amendment I

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

- 11.a. Conduct a Public Hearing to Consider Adoption of a Resolution Authorizing Submittal of an Application in Response to the 2020 State Community Development Block Grant Program - Coronavirus Response Round 1 Notice of Funding Availability; and Approve Corresponding Budget Amendments if Awarded the Grant.

Recommended Action: Conduct public hearing and adopt a resolution authorizing the submittal of an application in response to the 2020 State Community Development Block Grant Program - Coronavirus Response Round 1 Notice of Funding Availability, and approve corresponding budget amendments if awarded the grant.

Attachments:

1. CDBG-CV1 NOFA
2. CARES-Programs-for-CDBG-Grantees-Enterprise
3. CDBG-CV1 Jurisdiction Allocations
4. Resolution- 2020 CDBG-CV1 application

12. UNFINISHED BUSINESS

- 12.a. Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.
Recommended Action: Receive status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Attachments: None

- 12.b. Follow-up Review of Unfunded Accrued Liability Financing Strategy with CalPERS and Approval of Recommended Repayment Plan.

Recommended Action: Approve final recommended unfunded accrued liability financing strategy and payment shape as presented by staff.

Attachments:

1. Ukiah UAL Restructuring Analysis 200910

- 12.c. Approval of Contract Amendment with Carollo Engineers for the Design Efforts of the Recycled Water Phase 4 Project.

Recommended Action: Approve Contract Amendment Seven with Carollo Engineers for the Design Efforts of the Recycled Water Phase 4 Project.

Attachments:

1. Amendment No 7_9Sept2020

- 12.d. Receive and File Fourth Quarter Financial Report.

Recommended Action: Receive and file report.

Attachments: None

13. NEW BUSINESS

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

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. 2020 City Council Special Assignments

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

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

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

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

Recommended Action: Confer in Closed Session

Attachments: None

- 14.b. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d)(4))
Deciding whether to initiate litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (Potential Cases: 1)
Recommended Action: Confer in Closed Session
Attachments: None
- 14.c. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUk-CVPT-2018-70200
Recommended Action: Confer in Closed Session
Attachments: None
- 14.d. **Conference with Legal Counsel – Existing Litigation**
(Cal. Gov't Code Section 54956.9(d)(1))
Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUk- CVPT-15-66036
Recommended Action: Confer in Closed Session
Attachments: None
- 14.e. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units
Recommended Action: Confer in Closed Session
Attachments: None
- 14.f. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
Attachments: None

15. **ADJOURNMENT**

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

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

Kristine Lawler, City Clerk
Dated: 9/11/20



AGENDA SUMMARY REPORT

SUBJECT: Conduct a Public Hearing to Consider Adoption of a Resolution Authorizing Submittal of an Application in Response to the 2020 State Community Development Block Grant Program - Coronavirus Response Round 1 Notice of Funding Availability; and Approve Corresponding Budget Amendments if Awarded the Grant.

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Craig Schlatter, Community Development
Director

ATTACHMENTS:

1. CDBG-CV1 NOFA
2. CARES-Programs-for-CDBG-Grantees-Enterprise
3. CDBG-CV1 Jurisdiction Allocations
4. Resolution- 2020 CDBG-CV1 application

Summary: Council will conduct a public hearing to consider and possibly adopt a resolution authorizing the submittal of an application in response to the 2020 State Community Development Block Grant Program - Coronavirus Response Round 1 Notice of Funding Availability.

Background: Note: this public hearing is being conducted again due to a noticing error with the first public hearing conducted on August 5, 2020. The content of this staff report is largely unchanged from the August 5, 2020 public hearing. The Resolution has been updated with minor revisions.

On June 5, 2020, the State Department of Housing and Community Development (HCD) announced the availability of \$18.7 million in new federal funds for the Community Development Block Grant Coronavirus Response Round 1 (CDBG-CV1) for local assistance through a Notice of Funding Availability (NOFA) (Attachment 1). HCD began accepting applications beginning June 8, 2020, with applications and required documentation originally due by August 31, 2020. An amendment was issued on August 31, 2020, amending the deadline to September 21, 2020. Funding for the NOFA was made available pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020.

State CDBG Citizen Participation regulations require a public hearing to adopt a resolution authorizing submittal of an application, or applications, to HCD. That is the purpose of this public hearing.

CDBG-CV1 Eligible Activities and Threshold Requirements

The CDBG-CV1 NOFA provides funding for the following activities: assistance to businesses and microenterprises impacted by COVID-19 stay-at-home orders and shut-downs; public services related to COVID-19 support; facility improvements related to COVID-19 healthcare and homeless housing needs; and acquisition of real property to be used for the treatment or recovery of infectious diseases in response to COVID-19. Funds must be used to meet the national objective of benefit to low- to moderate-income (LMI)

individuals and/or households.

CDBG-CV1 funds cannot be used where a "Duplication of Benefits" occurs- i.e. "when a program beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular funding need." For this reason, jurisdictions must be careful in their deployment of CDBG-CV1 funds. Please see Attachment 2 for a list of other financial assistance sources that may preclude deployment of CDBG-CV1 funds.

Applicants can apply for up to three activities with the total request not exceeding the allocation limit per jurisdiction. The City's allocation per the NOFA is \$108,757 (Attachment 3). Up to 17 percent of this allocation can be utilized for general administration. Because CDBG-CV1 funds are noncompetitive, provided the City's application is complete and meets threshold requirements, the City will receive an award of \$108,757.

Discussion: Staff within the City Manager's Office/Emergency Management, Electric Utility Department, and Community Development Department discussed current priorities related to the COVID-19 pandemic. Identified was the need for an emergency sheltering facility within the city limits to assist healthcare providers meet the demand for services and support in the event of a surge in the number of COVID-19 patients. Such an emergency sheltering facility should also have the capacity to sustain services in the event of a Public Safety Power Shutdown (PSPS).

The City's conference center was identified as a possible emergency sheltering facility but would need to be improved with a generator in the event of a PSPS or other disaster causing a power outage. Staff discussed the eligibility of a generator installation for CDBG-CV1 funds with HCD staff, and HCD staff confirmed the project would be eligible provided that it principally benefited LMI residents and could assist existing healthcare providers with increased capacity to respond to COVID-19. By having the City's conference center operational to handle emergency sheltering and support during a PSPS, the hospital is able to more fully focus on responding to the COVID-19 crisis, improving capacity. The conference center is located within a census tract/block group with more than 50% LMI area benefit, so the project is eligible per CDBG National Objective requirements.

Staff Recommendation to Council

The following is requested and included in the attached Resolution (Attachment 4):

City of Ukiah Public Facility Improvement Project = not to exceed \$90,269

General Administration = not to exceed \$18,488

Total = not to exceed \$108,757

To proceed with this recommendation, Staff requests Council 1) conduct a public hearing; and 2) adopt the Resolution in Attachment 4 authorizing an application be submitted to HCD for the above activities; and 3) approve corresponding budget amendments if the application is awarded.

Recommended Action: Conduct public hearing and adopt a resolution authorizing the submittal of an application in response to the 2020 State Community Development Block Grant Program - Coronavirus Response Round 1 Notice of Funding Availability, and approve corresponding budget amendments if awarded the grant.

BUDGET AMENDMENT REQUIRED: If CDBG-CV1 grant awarded.

CURRENT BUDGET AMOUNT: N/A

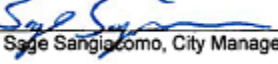
PROPOSED BUDGET AMOUNT: \$108,757: \$18,488- General Administration; \$90,269- City of Ukiah Public

Facility Improvement Project

FINANCING SOURCE: CDBG

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mel Grandi, Electric Utility Director, Tami Bartolomei, Office of Emergency Management Coordinator; Traci Boyd, Management Analyst

Approved: 
Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
September 16, 2020
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on September 16, 2020, having been legally noticed on September 11, 2020. Mayor Crane called the meeting to order at 6:01 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Jim O. Brown, Stephen G. Scalmanini, Juan V. Orozco, and Douglas F. Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by City Attorney Rapport.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. **Presentation and Possible Direction Regarding the Mendocino County Continuum of Care's Strategic Plan for Addressing Homelessness in Mendocino County.**
Presenters: Shannon Riley, Deputy City Manager and Daniel McIntire, RCHDC.

PowerPoint presentation was given.

Motion/Second: Brown/Orozco to endorse the Mendocino County Continuum of Care's Strategic plan. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. **Approval of the Minutes for the September 2, 2020, Regular Meeting.**

Motion/Second: Mulheren/Brown to approve Minutes of September 2, 2020, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

a. Report of Disbursements for the Month of July 2020 – *Finance*.

b. ~~Possible Adoption of the Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits – Community Development.~~ Pulled by Councilmember Scalmanini and placed as agenda item 13b.

- c. Adoption of Resolution (2020-52) Approving Destruction of Records – *City Clerk*.
- d. Determination of Notification of Intent to Adjust Curbside Collection and Transfer Station Service Rates in Compliance with Solid Waste Contracts – *Public Works*.
- e. Review Landfill Closure Financial Plan Update – *Public Works*.
- f. Award of Purchase for Rental of Street Sweeper from Owen Equipment, Inc. in the Amount of \$10,671 per Month and Approval of Corresponding Budget Amendment – *Public Works*.
- g. ~~Approve Amended Scope of Work in Pioneer Law Group Retainer Agreement – *City Attorney*.~~
Pulled by Councilmember Scalmanini and placed as agenda item 13c.

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

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Ruth Van Antwerp and Angel Schramer – Goats/City Codes; Pamela Jensen – Crosswalk at Dora & Luce Streets.

9. COUNCIL REPORTS

Presenter: Councilmember Mulheren.

10. CITY MANAGER/CITY CLERK REPORTS

Presenter: Sage Sangiacomo, City Manager.

- **Leaf Pickup** – *Tim Eriksen, Public Works Director / City Engineer.*
- **Construction Update** – *Tim Eriksen, Public Works Director / City Engineer.*
- **Fire Mitigation** – Sage Sangiacomo, City Manager
- **Correspondence Sent Regarding Advocacy Action on CDBG COVID Funding Block Grant** – *Craig Schlatter, Community Development Director.*

11. PUBLIC HEARINGS (6:15 PM)

- a. **Conduct a Public Hearing to Consider Adoption of a Resolution Authorizing Submittal of an Application in Response to the 2020 State Community Development Block Grant Program - Coronavirus Response Round 1 Notice of Funding Availability; and Approve Corresponding Budget Amendments if Awarded the Grant.**

Presenter: Craig Schlatter, Public Works Director.

PUBLIC HEARING OPENED AT 7:30 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 7:31 P.M.

Motion/Second: Scalmanini/Orozco to adopt the resolution (2020-53) with the discussed amendment authorizing the submittal of an application in response to the 2020 State Community Development Block Grant Program - Coronavirus Response Round 1 Notice of Funding Availability, and approve corresponding budget amendments if awarded the grant. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

12. UNFINISHED BUSINESS

- a. Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.**

Presenters: Tami Bartolomei, Office of Emergency Management Coordinator and Sage Sangiacomo, City Manager.

Report was received.

- b. Follow-up Review of Unfunded Accrued Liability Financing Strategy with CalPERS and Approval of Recommended Repayment Plan.**

Presenters: Dan Buffalo, Finance Director; Eric Scriven and Mike Meyer, NHA Advisors.

PowerPoint presentation was given.

Motion/Second: Brown/Mulheren to approve the final recommended unfunded accrued liability financing strategy and payment shape as presented by staff. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

- c. Approval of Contract Amendment with Carollo Engineers for the Design Efforts of the Recycled Water Phase 4 Project.**

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

Motion/Second: Mulheren/Scalmanini to approve contract amendment seven (COU No. 1314-231-A7) with Carollo Engineers for the design efforts of the Recycled Water Phase 4 Project. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

- c. Receive and File Fourth Quarterly Financial Report**

Presenter: Dan Buffalo, Finance Director

PowerPoint presentation was given.

Report was received.

13. NEW BUSINESS

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

No reports were presented.

- b. Possible Adoption of the Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits – From Consent Calendar Agenda Item 7b**

Presenters: Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Darcy Vaughn, Assistant City Attorney.

Motion by Scalmanini for the City Council to tell the City Staff to apply the law as it is today - the goats are illegal.

Motion failed due to not being an agendized item.

Motion/Second: Brown/Mulheren to approve the adoption of the Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

ORDINANCE 1205

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 5, CHAPTER 2 OF THE CITY CODE TO DESIGNATE THE ENTITY AUTHORIZED TO MAKE DETERMINATIONS ON LIVESTOCK PERMITS.

c. Approve Amended Scope of Work in Pioneer Law Group Retainer Agreement – From Consent Calendar Agenda Item 7g.

Presenter: David Rapport, City Attorney.

Motion/Second: Brown/Mulheren to approve and authorize City Manager to sign Engagement Letter Amendment 1 (*COU No. 1920-260-A1*), with the Pioneer Law Group. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Orozco, and Crane. NOES: Scalmanini. ABSENT: None. ABSTAIN: None.

Two-councilmember and Subsequent Mayor Directive - Councilmember Scalmanini and Vice Mayor Orozco direct staff to agendize an item to apply law regarding goats.

14. **CLOSED SESSION**

a. "Conference with Legal Counsel—Anticipated Litigation"

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

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

b. "Conference with Legal Counsel—Anticipated Litigation"

(Government Code Section 54956.9(d)(4))

Deciding whether to initiate litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (Potential Cases: 1)"

c. "Conference with Legal Counsel – Existing Litigation"

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

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

d. "Conference with Legal Counsel – Existing Litigation"

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

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

e. "Conference with Labor Negotiator (54957.6)"

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units"

f. "Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

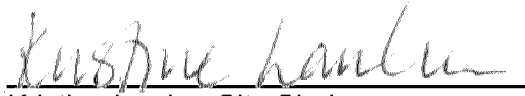
Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager; Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment"

No Closed Session was held.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 8:37 p.m.



Kristine Lawler, City Clerk



**2020 CDBG-CV1 APPLICATION
PUBLIC FACILITY IMPROVEMENT PROJECT**

Description of Design Phase Public Hearing and Local Application Process

In addition to technical assistance provided year-round to prospective CDBG applicants, the City annually, or when eligible to apply for a CDBG grant, conducts a pre-application design phase public hearing and local application process shortly after a NOFA is released. The City published notice of its 2019-20 CDBG NOFA design phase public hearing in the Ukiah Daily Journal on February 11, 2020. The design phase public hearing was held on February 21, 2020.

This public hearing also initiated the City's CDBG local application process. Applications were due from local applicants, including City Departments, on March 6, 2020.

Copies of February 21 meeting minutes and handouts (2019-20 City of Ukiah CDBG Local Application and Key Dates) are attached.

**CITY OF UKIAH
CDBG Local Application Meeting
Civic Center Conference Room 3
300 Seminary Avenue
Ukiah, CA 95482
February 21, 2020
10:00 a.m.**

1. CALL TO ORDER

Craig Schlatter called the CDBG Local Application meeting to order at 10:00 a.m. in Conference Room 3 at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, California.

Craig Schlatter presiding.

2. ROLL CALL

Present:

Craig Schlatter, Alicia Tlelo, Jacqueline Williams,
Anna Shaw

Staff Present:

Craig Schlatter, Community Development Director
Alicia Tlelo, Assistant Planner

Others present:

None

3. INTRODUCTION TO CDBG

Started at 10:00 a.m.

4. OTC INFORMATION

Started at 10:05 a.m.

5. QUESTIONS

Staff answered questions and provided general technical assistance regarding the NOFA and application requirements.

6. NOFA APPLICATION INFORMATION AND SUBMITTAL QUESTIONS

Started at 10:15 a.m.

7. NATIONAL OBJECTIVES

Started at 10:27 a.m.

8. FUNDING AND ACTIVITY LIMITS

Started at 10:42 a.m.

- a. Housing and Community Development
- b. Dates and deadlines

9. QUESTIONS

Minutes of the CDBG Local Application Meeting, February 21, 2020, Continued:

Staff answered questions and provided general technical assistance regarding the NOFA and application requirements.

10. ACTIVITY DELIVERY, THRESHOLD REQUIREMENTS, AWARD ANNOUNCEMENTS, FEDERAL PROGRAM REQUIREMENTS

Started at 10:47 a.m.

11. LOCAL APPLICATION INFORMATION RUNDOWN

Started at 10:55 a.m.

Presenter: Craig Schlatter, Community Development Director

PUBLIC MEETING CLOSED: 11:12 a.m.


Alicia Tlelo, Recording Secretary

2019-2020 CITY OF UKIAH CDBG LOCAL APPLICATION PROCESS

KEY DATES

- ❖ **Tuesday, February 11 – Date local applications first accepted by Community Development Department (CDD)**
- ❖ **Friday, February 14 – Date CDBG applications first accepted by HCD**
- ❖ **Friday, February 21 @ 10:00 a.m. Conference Room 3 – CDBG pre-application public meeting (open to members of the public, nonprofits, City staff, etc.)**
- ❖ **Friday, March 6 by 4:30 p.m. – Deadline for local applications**
- ❖ **Wednesday, March 11 – decision on local applications to recommend to City Council, plus corresponding staff report**
- ❖ **Wednesday, March 18 – City Council public hearing and adoption of resolution for application submittal**
- ❖ **Tuesday, April 14 – City of Ukiah CDBG application(s) submitted to HCD**

Note: selected applications will work with CDD to complete the full CDBG application required by HCD between the dates of March 18 and April 14.

2019-2020 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM



COMMUNITY DEVELOPMENT DEPARTMENT

300 Seminary Ave. Ukiah, CA 95482

Phone: (707) 463-6219; Fax: (707) 463-6204

Email: housing@cityofukiah.com

LOCAL APPLICATION

In response to January 21, 2020 Notice of Funding Availability (NOFA)

Note: completed applications are due by 4:30 p.m. March 6, 2020 to the Department of Community Development, 300 Seminary Ave. Ukiah, CA 95482. For applications to be deemed complete, each question must be answered completely, and any required supporting documentation must be provided.

1. APPLICANT INFORMATION

Organization: _____

Address: _____

Contact Person: _____

E-mail: _____

Fax: _____

Phone: _____

2. PROJECT OR PROGRAM ACTIVITY INFORMATION

Project/Program Name: _____

Project/Program Activity Allocation (refer to NOFA): _____

Address of Project/Program: _____

For Program activities, list the address of the organization.

Amount Requested: _____ (Activity) _____ (AD) _____ (GA)

AD = Activity Delivery; GA = General Administration (refer to NOFA for details)

Are you requesting funding for an OTC project? ____ (Yes) ____ (No)

Are you requesting funding for a competitive program? ____ (Yes) ____ (No)

A separate application must be submitted for each individual project or program. This application cannot be used for multiple activities.

National Objective: ____ (LMA) ____ (LMC) ____ (LMH) ____ (LMJ)

If proposing LMA, Low- Mod Area Benefit, please attach census block group information supporting this national objective.

How many beneficiaries will be assisted through this activity? _____

LMA = number of Low-Moderate Income (LMI) persons in service area that will benefit.

LMC = Number of LMI persons that will benefit.

LMH = Number of LMI households that will benefit.

LMJ = Number of LMI jobs created/retained.

Activity Description:

In the lines below, or in a separate attachment, enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.

Detailed Scope of Work – Deliverable Narrative

In the lines below, or in a separate attachment, provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files etc.)

3. PROGRAM OR PROJECT FUNDING – MATCHING SOURCES

Is the CDBG funding requested gap funding? ____ (Yes) ____ (No)

If Yes, please attach a separate budget worksheet, listing and describing by line item or as a pro forma, all sources of funding and uses of the funding for the project. If No, please contact the City of Ukiah Community Development Department. Per the CDBG program, CDBG funds are to be used for gap financing and are not to supplant state and local funds that were previously dedicated to this activity.

4. OTC PROJECTS ____ (N/A – program)

If your organization is applying for an Over the Counter (OTC) capital improvement project through the CDBG program, answer the following questions. If your organization is applying for a program, check the line above for N/A.

Do you have site control? ____ (Yes) ____ (No)

If Yes, attach proof of site control.

Do you have bid ready plans and specs? ____ (Yes) ____ (No)

Bid ready plans and specs must be reviewed by the Community Development Department for completeness prior to request for approval of the application by the City Council.

Can your project be ready to go to bid within 90 days of execution of the standard agreement between the City of Ukiah and State of California? ____ (Yes) ____ (No)

Per the 2019-2020 CDBG NOFA, answers to all three questions must be yes to meet threshold requirements for the OTC allocation. OTC projects not meeting threshold requirements will be automatically rejected.

5. APPLICATION CERTIFICATION

Applicant hereby certifies that it has read and understands the regulations governing the State Community Development Block Grant (CDBG) Program, and the City of Ukiah's CDBG Local Application process. Applicant further agrees to abide by such regulations, and that violations of these regulations shall constitute grounds for cancellation of any funding commitment. Applicant hereby certifies that the information submitted in the Local Application and any supporting materials is true, accurate, and complete to the best of its knowledge. Applicant acknowledges and understands that if facts and/or information herein are found to be misrepresented, it shall constitute grounds for the rejection of this application and eligibility for City of Ukiah 2019-20 CDBG projects or programs.

Printed Name/Title

Signature

Date

Printed Name/Title

Signature

Date

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 670, 95833
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov

GAVIN NEWSOM, Governor



January 21, 2020

MEMORANDUM FOR: All Potential Applicants

**FROM: Jennifer Seeger, Acting Deputy Director
Division of Financial Assistance**

**SUBJECT: Community Development Block Grant
Notice of Funding Availability**

The California Department of Housing and Community Development (Department) is pleased to announce the availability of approximately \$60 million (\$30 million in 2019 funds and \$30 million in 2020 funds) in funding for the Community Development Block Grant (CDBG) Program through this Notice of Funding Availability (NOFA). The Department will also be re-allocating prior year program funding as it becomes available, as identified in the 2019-2020 Action Plan to this NOFA.

The amount of funds available as announced in this NOFA shall be allocated between Community Development, Housing, and Economic Development (ED) activities as per statutory requirements, and as identified in the CDBG Program Guidelines (Guidelines).

Funding from this NOFA can be used for a variety of activities, including:

Community Development (CD)

1. Public Facilities
2. Infrastructure
3. Public Services
4. Planning and Technical Assistance

Housing

1. Single-Family Housing Rehabilitation
2. Homebuyer Assistance
3. Infrastructure in Support of Housing
4. Multi-family Housing Rehabilitation

Economic Development (ED)

1. Business Assistance (BA)
2. Microenterprise Assistance (ME)
3. Infrastructure in Support of Businesses

Community Development Block Grant Notice of Funding Availability
January 21, 2020
Page 2

Pursuant to California Health and Safety Code ([HSC](#)) Sections ([§](#)) [50827](#) and [50831](#), there will be special allocations for the following:

1. Economic Development
2. Housing
3. Non Federally Recognized Native American Tribes
4. Colonias as defined by Section 916 of the National Affordable Housing Act of 1990

The Department will be accepting both Competitive and Over-the-Counter (OTC) applications through the eCivis Grants Management System portal beginning February 14, 2020. The application period for different application types is as follows:

NOFA Deadlines

NOFA Release	January 21, 2020
Application submittal	Start Date: February 14, 2020, 9:00 a.m. Pacific Standard Time (PST)

Housing and Community Development Projects and Programs

Housing and Community Development Competitive Program	Application Due Date: April 15, 2020, 5:00 p.m. PST
Multi-family Housing, Housing Infrastructure, and Community Development OTC Project	Application Period Closing Date: September 30, 2020, 5:00 p.m. PST

ED Projects and Programs – Round 1

ED Competitive Program	First Round Due Date: April 15, 2020, 5:00 p.m. PST
------------------------	---

In the event that the ED Competitive funds are not fully awarded in the first deadline, the Department will use a rolling second deadline:

**ED Projects and Programs – Round 2
(Pending availability of funds)**

ED Competitive Program – Round 2	Second Round Due Date: May 15, 2020, 5:00 p.m. PST
----------------------------------	--

In the event that the ED Competitive funds are not fully awarded in the second deadline, the Department will roll any unawarded funds into the ED OTC project allocation.

Community Development Block Grant Notice of Funding Availability
January 21, 2020
Page 3

**ED Projects and Programs – OTC project allocation
(Pending availability of funds)**

ED OTC project allocation	Application Period Closing Date: September 15, 2020, 5:00 p.m. PST
---------------------------	--

In the event that the ED OTC funds are not fully awarded by the application closing date, the Department will roll any unawarded funds into the Multi-family Housing, Housing Infrastructure, and Community Development OTC allocation.

Applicants are encouraged to set-up their profiles in the eCivis portal located at <https://portal.ecivis.com/#/login> as early as possible. Profile set-up instructions can be found on the CDBG webpage at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>. Applicants are encouraged to begin the application process early to ensure successful submission before application deadlines. If you have any trouble logging into the portal, or have questions on how to complete the online application, please contact the Department at cdbgnofa@hcd.ca.gov.

The Department will hold workshops in January 2020 to review the NOFA and application process. A link to the eCivis portal, along with a list of workshop dates and times and how to register, is available on the Department's CDBG webpage at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>. Information about setting up a profile, submitting an application, and managing awards through the eCivis portal is available under the Training and Technical Assistance tab on the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>.

To receive CDBG NOFA FAQs and other Program information and updates, please subscribe to the Federal Programs listserv at http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

If you have any questions, please submit them to cdbgnofa@hcd.ca.gov.

Attachment

Community Development Block Grant Program 2020 Notice of Funding Availability



**Gavin Newsom, Governor
State of California**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director
California Department of Housing and Community Development**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
Telephone: (916) 263-2771

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/cdbq.shtml>
Community Development Block Grant Program email: cdbgnofa@hcd.ca.gov

January 21, 2020

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APPENDICES

- Appendix A:** Non-entitlement CDBG Jurisdictions Census and American Community Survey Data Need Scoring
- Appendix B:** Housing Element and Growth Control Requirements
- Appendix C:** Citizen Participation, Public Hearings, and Public Information File Requirements
- Appendix D:** Sample Resolution of Governing Body
- Appendix E:** IDIS Matrix- CDBG Eligibility Activity Codes and National Objectives
- Appendix F:** Accessing CDBG Income Limits by Country and HUD Low/Moderate-Income Area Benefit Data
- Appendix G:** Determining Service Area
- Appendix H:** CDBG Income Survey Information
- Appendix I:** State Objective Criteria and Scoring
- Appendix J:** 2020 CDBG application Certifications and Statement of Assurances
- Appendix K:** DRAFT Standard Agreement

2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

NOTICE OF FUNDING AVAILABILITY

I. Overview

A. Program Authority

The federal Small Cities Community Development Block Grant program (CDBG or CDBG Program) is authorized by the Housing and Community Development Act of 1974 (HCDA) as amended and codified at [Title 42 United States Code \(U.S.C.\) §5301 et. seq.](#), and Subpart 1 of the Federal CDBG Regulations, found at [Title 24 Code of Federal Regulations \(CFR\) §570.480 et. seq.](#) The requirements of the State of California CDBG Program are in [California Health and Safety Code \(HSC\) §§50825-50834.](#)

The Federal Omnibus Budget Reconciliation Act of 1981 provides for state administration of the federal Small Cities Community Development Block Grant Program. Pursuant to [HSC §50826.1](#), the California Department of Housing and Community Development's (Department) [CDBG Guidelines \(Guidelines\)](#), the Department's Consolidated Plan, and the Department's Annual Action Plan, set forth the policies and procedures governing the state's management and use of these funds. In addition to the Guidelines, Program participants must comply with federal regulations contained in [24 CFR Part 570, Subpart I](#); [24 CFR Part 58](#); and [2 CFR Part 200](#). If Congress or the state Legislature add or amend any requirements concerning the use or management of these funds, Grantees shall comply with such requirements. [See 24 CFR §570.480 et seq.](#) for additional general provisions.

Note: The HCDA was codified as Title 42 of the U.S.C., §5301, et. seq.: thus, those citations are interchangeable and cite the same statute language. For example, the citation of HCDA 105(a)(22) and 42 U.S.C. §5305(a)(22) are references to the same statute language. For the purposes of this NOFA we will use the 42 U.S.C. §5301 citations for references to the federal statutes.

B. Program Eligibility

CDBG funds are provided as grants to nonentitlement jurisdictions. Non entitlement jurisdictions are jurisdictions that either do not have sufficient population to participate in the United States Department of Housing and Urban Development's (HUD) direct entitlement program, or that choose not to participate in HUD's direct entitlement program in favor of participating in the state CDBG Program. Applications may only be submitted by jurisdictions (City, County, or Town). Jurisdictions are encouraged to partner with districts, agencies, nonprofit service providers, and other community organizations whenever appropriate to prepare and submit applications for CDBG funding.

Grants can vary based on annual allocations and Activity limits. Grants must meet one of three national objectives:

1. Benefit low- to moderate-income (LMI) persons
2. Aid in the prevention or elimination of slums or blight, or
3. To meet an urgent need.

For the purposes of this NOFA, no Urgent Need applications will be accepted through the NOFA application process without prior Department approval. If you have a program or a project that meets the criteria of Urgent Need, as established at [24 CFR 570.483\(d\)](#), and you believe your proposed project or program must use Urgent Need as a National Objective to be program eligible, please contact your Department representative for further instructions.

Please see Appendix A for a list of eligible jurisdictions.

C. Timeline

The timeline below identifies deadlines for the 2019-2020 Program year application process.

NOFA Deadlines

NOFA Release	January 21, 2020
Application Submittal	Start Date: February 14, 2020, 9:00 a.m. Pacific Standard Time (PST)

Housing and Community Development Projects and Programs

Housing and Community Development Competitive Program	Application Due Date: April 15, 2020, 5:00 p.m. PST
Multi-family Housing, Housing Infrastructure, and Community Development OTC Project	Application Period Closing Date: September 30, 2020, 5:00 p.m. PST

Economic Development (ED) Projects and Programs – Round 1

ED Competitive Program	First Round Due Date: April 15, 2020, 5:00 p.m. PST
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In the event that the ED Competitive funds are not fully awarded in the first deadline, the Department will use a rolling second deadline:

Economic Development (ED) Projects and Programs – Round 2 (Pending availability of funds)

ED Competitive Program – Round 2	Second Round Due Date: May 15, 2020, 5:00 p.m. PST
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In the event that the ED Competitive funds are not fully awarded in the second deadline, the Department will roll any unawarded funds into the ED OTC Project allocation.

**ED Projects and Programs – OTC Project allocation
(Pending availability of funds)**

ED OTC Project allocation	Application Period Closing Date: September 15, 2020, 5:00 p.m. PST
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In the event that the ED OTC funds are not fully awarded by the application closing date, the Department will roll any unawarded funds into the Multi-family Housing, Housing Infrastructure, and Community Development OTC allocation.

Applications submitted before the application start date or after the respective due date or closing date will not be accepted. There will be no exceptions. The Department recommends Applicants plan to submit prior to the final due or closing date to provide opportunity for troubleshooting if needed. Each application will be digitally time stamped upon submittal.

D. What is new in this NOFA

This NOFA is the result of a two-year redesign collaboration with the Department, CDBG stakeholders, and HUD. The goal of this redesign was to achieve the following objectives:

1. Align the state CDBG Program in California with the federal regulations that govern the Program.
2. Increase local capacity to plan for and operate the Program.
3. Improve Program communication and operations.
4. Ensure activities are implemented, and funds expended, by grant recipients, in a timely manner.
5. Address material findings in Program operations as discovered by HUD.

Additionally, the state CDBG Program has been redesigned to comply with federal regulations. SB 106 (2017) gave the Department authority to develop state CDBG Guidelines to administer the state CDBG Program. As per the state statute, [HSC §50826.1](#), the CDBG Guidelines, once adopted by the Department of Finance, would effectively replace the California State CDBG regulations at Title 25 California Code of Regulations (CCR) §§7050-7126. The CDBG Guidelines were adopted and became effective October 15, 2019. Such as, the California State CDBG regulations at Title 25 CCR §7050, et seq., have no regulatory authority over the Program and are scheduled for removal.

This change to state CDBG Guidelines was made to remove any unnecessary barriers for Applicants to apply for, and expend, CDBG funds.

The two most significant redesign related changes to this NOFA cycle are:

1. The addition of an Over-the-Counter (OTC) application process for all capital construction projects. The intent of this process is to shorten the period between when a jurisdiction applies for project funding and when the funding is awarded. It will allow jurisdictions to apply for Program funding when projects are ready for implementation, as opposed to a fixed Competitive funding cycle. OTC means the first complete and eligible applications received will be the first to be reviewed and awarded, provided the application is complete and meets all of the program eligibility criteria.
2. The implementation of the new eCivis Grants Management System (GMS) is called "Grants Network". Grants Network will allow Applicants to apply for CDBG funding online and will track the status of their application once submitted. This new system is easier to navigate and does not require Applicants to submit hard copies of the application to the Department. Grants Network will support programs and projects from application through to implementation and closeout and will connect with other digital accounting and reporting systems used by both the Department and HUD.

II. Definitions

Except as otherwise defined herein, all defined terms have the meaning set forth in [24 CFR §570.3 and in the CDBG Guidelines](#).

III. Nondiscrimination

All applicants will be required to comply with the nondiscrimination clauses included in Appendix K Draft Standard Agreement Exhibit D Sections 10-12.

IV. Allocation

A. Funding

Funds will be allocated according to federal regulations found in [24 CFR §570](#) and state statute, as found in [HSC §50827](#) et seq. For more information, please reference the CDBG Guidelines located at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg/docs/Final-CDBG-Program-Guidelines-2019.pdf>. The tables below include the estimated percentage of funding available for set-asides and funding caps for the 2019 and 2020 allocations. The allocations will be set aside from each year's funding. The limits apply to each year's allocation.

1. State allocations

Economic Development (ED)

30 percent of each annual allocation. Approximately \$18 million is estimated to be available for ED activities.

ED Competitive Programs

Approximately \$5.4 million is estimated to be available for Economic Development Competitive programs.

ED OTC projects

Approximately \$12.6 million is estimated to be available for economic development OTC projects.

Housing and housing related infrastructure

51 percent of each annual allocation. Approximately \$30.6 million is estimated to be available in a set-aside for housing assistance, housing services, housing-related facilities, and housing-related infrastructure.

Housing Assistance Competitive Programs

Approximately \$5.5 million is estimated to be available for housing assistance competitive programs.

Multifamily housing rehabilitation and infrastructure in support of housing OTC projects

- Approximately \$12.5 million is estimated to be available for multifamily housing rehabilitation and infrastructure in support of housing projects.
- An additional \$12.6 million will be available for housing related planning, public services, and public facilities out of the Community Development allocation.

2. Special allocations

Colonias

5 percent of each annual allocation. Approximately \$3 million is estimated to be available to Colonias jurisdictions. The Colonias allocation is exempt from the \$3.5 million per jurisdiction limit.

Nonfederally recognized tribes

1.25 percent of each annual allocation. Approximately \$750,000 is estimated to be available to nonfederally recognized tribes. The nonfederally recognized tribe allocation is exempt from the \$3.5 million per jurisdiction limit.

3. Federal limits

Public services

15 percent of each annual allocation. Approximately \$9 million will be available for public services, including public services in support of housing.

Planning and administration

HUD allows up to 20 percent of each annual allocation to be used for planning and administration. This includes the 3 percent allowed for state administration costs. All activities will be allowed a flat 7 percent administration allocation. The remaining 10 percent will be available for planning applications. Approximately \$6 million will be available for planning awards, including planning in support of housing and Economic Development activities.

Note: The above allocations and limits do not total the amount available. These allocations and limits overlap, and applications may be counted against multiple allocations and/or limits. Please see the application solicitation for the available funding for each application type.

B. Insufficient demand

If there is insufficient demand for an identified allocation, the Department may make awards to other qualifying activities to meet the timeliness of federal funds requirements.

C. Department rights

The Department reserves the right, at its sole discretion and at any time, to rescind, suspend or amend this NOFA and any or all of its provisions. If such an action occurs, the Department will notify interested parties via its listserv email tool and website.

D. Conditions

Applicants and awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the Department herein, are expressly subject to and conditioned upon the ongoing availability of funds, as well as the continued authority of the Department to operate the CDBG Program. In the event that funds are not available to fund any, or all, activities offered herein, or if the Department's authority to operate the CDBG Program or act under this NOFA is eliminated, or in any way restricted, the Department shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above. This NOFA is not a commitment of funds to any activity or applicant.

E. Applicant responsibility

It is the Applicant's responsibility to ensure that the application submitted is clear, complete, and accurate. After the application submittal deadline, CDBG may request clarifying information, provided that such information does not affect the competitive ranking of the application. No information will be solicited or accepted if such information results in a competitive advantage to an applicant. No Applicant may appeal the Department's evaluation of another Applicant's application.

V. Eligible Activities

For a complete list of eligible activities allowed under the HCDA, go to [42 U.S.C. §5305](#). Housing and Community Development activities should be located in predominantly residential areas or should serve predominantly residential areas to be eligible.

Pursuant to [24 CFR §570.482](#), eligible activities for funding the CDBG Program include, but are not limited to:

A. Housing Assistance

1. Single Family (1-4 units) Homebuyer Assistance
2. Single Family (1-4 units) Housing Rehabilitation
3. Multifamily Single Family (1-4 units) Housing Acquisition and Rehabilitation
4. (5 or more units) Housing Rehabilitation
5. Infrastructure in Support of Housing

B. Public Facilities and Public Infrastructure

1. Acquisition
2. Rehabilitation
3. Construction

C. Public Services

1. Senior and Youth Services
2. Health, Nutrition, and Homeless Services
3. Job Training
4. Other eligible public services

D. Planning and Technical Assistance

E. Economic Development

1. Business Assistance
2. Microenterprise Assistance
3. Infrastructure in Support of Businesses

VI. National Objectives

Each Activity that receives CDBG funding must meet all the benefit requirements detailed by [24 CFR 570.483-570.484](#).

At least 70 percent of the funds awarded shall benefit low- to moderate-income (LMI) individuals or households. No Activity or portion of a program assisted by these funds may exclude from its benefits the lowest income eligible group. Individual activities shall meet one of the following national objectives:

A. Low- to moderate-income (LMI)

Persons, households, and/or neighborhoods benefiting from LMI activities must meet HUD's LMI requirements. Income limits are regularly updated. Applicants will be notified via a news blast email and information will be posted on the Department's website if the HUD Adjusted Median Family Income (HAMFI) limits or low- to moderate-income areas (LMA) are updated during the application period.

The LMI National Objective consists of the following categories:

1. Low- to moderate-income Limited Clientele (LMC), as defined by income limits or presumed benefit.
 - a. LMC refers to persons who earn 80 percent or less of HAMFI for the county of residence, as updated annually by HUD.

- b. Presumed benefit LMC refers to persons who, as a category, are typically low income.
 - 1) Seniors
 - 2) Persons with a disability
 - 3) Homeless persons
 - 4) Abused children and battered spouses
 - 5) Illiterate adults
 - 6) Persons living with acquired immunodeficiency syndrome (AIDS)
 - 7) Migrant farmworkers
2. LMA benefit identified using census tracts and block groups. LMA may also be identified through an income survey. See Appendix H for additional information regarding income surveys.
 - a. Is based on the American Community Survey using Census Geographies.
 - b. At least 51 percent of households in the area must be earning at 80 percent or below HAMFI to meet LMA.
 - c. Must be contiguous and the area should be mapped to show eligibility.
 - d. Activity must be a public benefit for the area, such as streets and sidewalks, sewer/water infrastructure, community facilities, or park improvements.
 - e. LMA eligibility should be determined from the map application at HUD's [Low- and Moderate-Income Summary Data](#) Application page. [Instructions for HUD's mapping application](#) are available to assist in using the map application.
 - 1) Low- to Moderate-Income Housing (LMH) defined by household income limits
 - a) Households earning 80 percent or less of HAMFI.
 - 2) Low- to Moderate-Income Job Creation or Retention Activities (LMJ)
 - a) LMJ is based on the number of full-time equivalent jobs created or retained
 - b) Must create or retain jobs, and 51 percent of those jobs must be for LMI persons.
 - c) To meet the public benefit requirements for LMJ activities, for every \$35,000 spent, one full-time equivalent job must be created/retained.

B. Slums and Blight

1. Areas must be geographically defined and publicly identified as slums or blighted, typically by a council or board resolution, before the activity is considered.
2. Activities must aid in the prevention or elimination of slums or blight as described in [24 CFR §570.482](#).

C. Urgent Need

For the purposes of this NOFA, no Urgent Need applications will be accepted through the NOFA application process without prior Department approval. If you have a program or a project that meets the criteria of Urgent Need, as established at [24 CFR 570.483\(d\)](#) and you believe your proposed project or program must use Urgent Need as a National Objective to be program eligible, please contact your Department representative for further instructions.

VII. Eligible Applicants

Applicants must meet the following requirements when the application is submitted to be eligible to apply for funding under this NOFA:

A. Eligible jurisdictions

Any California City or county is eligible to apply for CDBG Program funding except a City or county that participates in the HUD-administered CDBG Entitlement Program. Incorporated cities located in an urban county as defined by [42 U.S.C. 5302\(a\)\(6\)](#) must formally elect to be excluded from participation in the urban county entitlement status. HUD must be notified that the City has elected to be excluded from the urban county participation as per [24 CFR 570.307\(g\)](#) for it to be eligible for the state CDBG Program. Eligible applicants may use the following approaches. Only eligible activities from eligible applicants will be scored and ranked.

1. An eligible Applicant may apply on its own behalf.
2. An eligible Applicant may apply on behalf of one or more other eligible Applicants.
3. Two or more eligible Applicants, which share a program, may submit a joint application.
4. In addition to Activity and application limits identified in the NOFA, an eligible Applicant may apply for activities in service areas within or outside of the Applicant's jurisdiction when there are concentrations of Native Americans ([HSC §50831](#)) or where there is a designated Colonia as described by Section 916 of the National Affordable Housing Act of 1990, provided the concentration is within an eligible City or county.

B. 50 Percent Rule

Any Applicant with one or more current and open CDBG Standard Agreements, for which the expenditure deadline established in the agreement(s) has not yet passed, shall be ineligible to apply for any additional CDBG funds for the same type of Activity (s) included in those open CDBG Standard Agreement(s) unless the Applicant has expended at least 50 percent of CDBG funds previously awarded (the "50 Percent Rule") for that Activity; or unless a waiver to the rule has been approved by the Director, as allowed at [HSC §50833\(f\)](#). The requirements of this subsection do not apply to OTC awards.

C. 2 CFR Part 200 compliance

The Applicant must demonstrate to the satisfaction of the Department that it is in compliance with the financial management requirements at [2 CFR §200](#), including the single audit requirements of [2 CFR §200.501](#). The Applicant must provide the Department with its most recent single audit, if applicable.

If the Applicant has open single audit findings and does not have a plan or agreement to remediate those findings, the Applicant will be deemed ineligible for funding through the state CDBG Program until the findings are resolved or a remediation plan or agreement is established.

D. Housing Element compliance

As per [HSC §50830](#), the Applicant must comply with all Housing Element requirements listed in [Government Code §65580](#) et seq. Applicants without a certified Housing Element must show proof of effort in attaining compliance in a timely manner. Failure to meet Housing Element certification requirements will invalidate the application for this NOFA and the Applicant will be deemed ineligible for funding through the state CDBG Program until the Housing Element is in compliance or is on course for compliance.

E. Good standing

The Applicant, and any co-Applicant, together with the respective affiliates, must be in good standing with the Department (*i.e.*, are current on all loan and/or grant obligations, have a satisfactory past performance history in all of their prior dealings with the Department, and are in full compliance with all Department contracts and reporting requirements.) Applicants not meeting the foregoing requirements shall be ineligible to apply for or receive funding under this NOFA.

F. Federal debarment

Pursuant to [24 CFR Part 5](#), all CDBG Grantees are required to verify they and their principals, or any/all persons, contractors, consultants, businesses, sub-recipients, etc., that are conducting business with the Grantee are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction.

The Department will not award any CDBG funds to Applicants that are debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation from federally assisted programs. Applicants are responsible for providing proof that all program partners, subrecipients, contractors, and any other program participants, current or future, are not debarred. Applicants must provide proof from the federal [System for Award Management](#) that the Applicant, all application partners, and any subrecipients, developers, consultants, and contractors participating in the application, the potential administration of the award, or the potential implementation of the Activity are not debarred.

G. Restrictions on multiple activities in the same political districts

Applications for eligible activities outside the Applicant's jurisdiction must include a legally binding agreement, acceptable to the Department, with the City or county in which the eligible Activity is located. Applicants may not apply to both the state CDBG Program and to a CDBG Program administered by an Urban County or other entitlement entity during the same program year.

VIII. Funding and Activity limits

IMPORTANT NOTE:

All applications must be submitted through the [eCivis Portal](#); no hard copies will be accepted. Jurisdictions will submit one application per Activity. Each jurisdiction can submit up to six (6) applications during this NOFA cycle. Each Activity must have a unique application with a completed budget, national objective, scope of work, and milestone timeline. There will be no "combo" activities or applications accepted in this NOFA. Each Activity, both projects and programs, is stand-alone with a discrete budget and scope of work. General Administration should be budgeted for each Activity up to the cap allowed for that Activity. Each Activity will have a stand-alone Standard Agreement for that Activity. Applicants are encouraged to review the attached draft Standard Agreement as a sample of the applicable terms and conditions.

A. Housing and Community Development Activities

The maximum total grant award for all activities for Community Development Activities is \$3.5 million per jurisdiction. This maximum does **not** include Program Income. Jurisdictions that commit Program Income to an Activity may exceed the maximum grant award total, including Program Income. In no event shall the new grant award exceed the maximum per jurisdiction limit of \$3.5 million. Per jurisdiction limits do not include Colonia and Native American set-asides.

The below limits are new grant awards limits per Activity. Program Income is **not** included in either Activity or jurisdiction award limits. Total Activity budgets may exceed the award limits when Program Income is budgeted to the Activity; however, the new grant award per Activity shall not exceed the maximums below. Per-Activity limits do not include Colonia and Native American set-asides.

1. Housing Activities

- a. Single-Family Housing Rehabilitation Program, 1-4 units - up to \$1 million
- b. Homeownership Assistance Program - up to \$1 million
- c. Housing Project: Multifamily Rental (5 or more units), Rehabilitation with or without acquisition - up to \$3.5 million
- d. Housing Project: Acquisition of Real Property for Multifamily housing projects - up to \$3.5 million
- e. Public Improvements in Support of Housing: New Construction - up to \$3.5 million

2. Non Housing Community Development Activities

- a. Public Improvements (other than In Support of Housing or Businesses) - up to \$3.5 million
- b. Public Facility - up to \$3.5 million
- c. Project Predevelopment (limited to 2 grant awards this NOFA) - up to \$500,000
- d. Public Services - up to \$500,000
- e. Planning & Technical Assistance - up to \$250,000

B. Economic Development Activities

Maximum total grant award limit is \$6 million, including all Activities except ED OTC, Colonia, and Native American set-asides. ED OTC is a stand-alone application subject to the ED OTC limits noted below. This maximum does **not** include Program Income. Jurisdictions that commit Program Income to an Activity may exceed the maximum grant award total including Program Income. The new grant award shall not exceed the maximum per jurisdiction limit of \$6 million. ED limits do not include Colonia and Native American set-asides.

The below limits are new grant awards limits per Activity. Program Income is **not** included in either Activity or jurisdiction award limits. Total Activity budgets may exceed the award limits when Program Income is budgeted to the Activity; however, the new grant award per Activity shall not exceed the maximums below. Per Activity limits do not include Colonia and Native American set-asides. The maximums per application type are as follows:

1. Competitive applications
 - a. Business Assistance - up to \$750,000
 - b. Micro-Enterprise Assistance - up to \$500,000
2. OTC applications
 - a. Public Infrastructure In-Support of Businesses - up to \$6 million
 - b. Commercial/Industrial Building Acquisition, Construction, Rehabilitation, or other improvements - up to \$6 million

C. Colonias and Native American Communities Allocations

Applications for these allocations may be in addition to other applications submitted by an eligible jurisdiction. Applications submitted under this section will be independently evaluated and ranked against other applications for these respective special allocations, without regard to the ranking of an application submitted pursuant to another section of this NOFA. Applications for these allocations are not included in the per-jurisdiction grant award maximums.

D. Milestones

All CDBG-funded activities must be implemented according to the milestones defined in the Standard Agreement. Applicants must include at least two milestones per Activity application – a milestone for Activity initiation and a milestone for Activity closeout. Additional milestones are optional, though encouraged for best practice Activity implementation.

IX. Program Administrative and Activity Delivery Costs

A. General Administration

Pursuant to §§208-209 of the state CDBG Guidelines, Grantees may expend a portion of the grant amount for general administrative (GA) costs provided that such amounts

are justified for the type and complexity of the program, and that there are records to satisfactorily document these charges.

Administrative costs may include, but are not limited to, the following categories:

1. Salaries, wages, and related costs of the Grantee's staff engaged in activities associated with the general administration of the CDBG Program, including general management, general legal services, accounting, and auditing.
2. Travel costs incurred in carrying out the general management of the program.
3. Administrative services performed under third-party contracts, including contracts for such services as general legal services, accounting services, and audit services.
4. Other costs for goods and services related to the general management of the program, including rental and maintenance of office space, insurance, utilities, office supplies, and rental or purchase of office equipment.
5. Costs incurred in providing information and resources to individuals, families, and households in the LMI group; and to citizen organizations participating in the planning, implementation, or assessment of the Grantee's program.
6. Administrative funding can also be used for fair housing activities in compliance with the requirements of §103 of the state CDBG Guidelines. If a cost cannot be associated with one of the above listed groups and cannot be associated with direct project costs, the Department will, upon the Grantee's request, decide whether it is an administrative cost, an Activity delivery cost, or an ineligible cost according to [24 CFR §§570.489](#) and [570.482](#).

The GA cap for grant awards is **7 percent** of the total award. Applicants may elect to assign more funds to Activity costs and take less than the 7 percent GA allocation. GA for Program Income funds is **17 percent**. For project budgets with both grant award and Program Income as funding sources, please identify how much GA will be from each source to ensure that GA stays within the program caps.

B. Activity Delivery

Activity Delivery (AD) costs are those costs directly related and necessary to successively complete a specific Activity, such as loan underwriting costs, architecture and engineering design costs, and labor compliance review costs.

In past NOFAs, the Department provided detailed restrictions on AD allocations to ensure as much funding as possible is attributed to assisting beneficiaries. The Department is re-evaluating AD limitations to improve overall budgeting and Activity performance. AD limits for all activities except housing Rehabilitation Administration have been eliminated. Applicants must include a budget line item for AD if there will be AD costs as part of the Activity. The AD limit for Housing Rehabilitation administration will be **20 percent** of the total grant award. AD for Rehabilitation Administration will be charged as a total of the award, not on a loan-by-loan or, in the case of emergency repair programs, grant-by-grant, basis.

X. Threshold requirements

The following threshold requirements must be met at the time of application:

- A.** City or county must be a non entitlement jurisdiction and must not currently be party to an Urban County Agreement or participate in, or be eligible to participate in, the HUD administered CDBG Entitlement Program.
- B.** The Activity applied for must be an eligible Activity as defined by [42 U.S.C. §5305](#).
- C.** The Activity must meet a CDBG national objective as defined by [24 CFR §570.483](#).
- D.** The Applicant must demonstrate to the satisfaction of the Department that it is in compliance with the financial management requirements of [2 CFR §200](#).
- E.** Pursuant to [24 CFR §570.486](#), applications must follow CDBG Public Participation regulations.
- F.** The Applicant must have complied with all the requirements listed in [HSC §§50829](#) and [50830](#) regarding Housing Element law. Pursuant to the law, CDBG will not reject an application based on either the content of the Housing Element or the Department's findings on the Element, except as may otherwise be provided in [HSC §50830](#). The determination of Housing Element compliance will be made by the Department's Division of Housing Policy Development (HPD).
- G.** The Applicant must demonstrate, to the satisfaction of the Department, that it is in compliance with the state and federal submission requirements of [2 CFR §200.512](#), and provide their most recent single audit as applicable.
- H.** The Applicant must be in good standing with the Department as defined in Section VII of this NOFA.
- I.** The applicant must demonstrate, to the satisfaction of the Department, that it is meeting the State Objectives as defined in Appendix I. (NOTE: State Objectives are a threshold requirement in the OTC application, but may be used to increase points in the Competitive applications.)
- J.** The Applicant must demonstrate compliance with [Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970](#) relocation requirements as applicable.
- K.** The Applicant must demonstrate compliance with [Article XXXIV](#), as applicable.

XI. Contents of application

Applications must be electronically submitted through the [eCivis portal](#) and consist of the items identified in the application, as well as any other information deemed necessary by the Department to evaluate the applications. This information provides the basis for assessment and includes the assurances and agreements necessary for compliance with [HSC §50825](#), et seq., [24 CFR §570](#), and [24 CFR §200](#).

XII. Mandatory Department resolution

To reduce delays in the application review, award, and contracting processes, applicants are **required** to use the Department's *Sample Resolution of the Governing Body*. For reference, please see Appendix D.

XIII. Application submission

A. Application workshops

The Department will hold application workshops beginning in January 2020. Please visit the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>.

Applicants are also strongly encouraged to review available webinars and training materials on the CDBG Program, the CDBG Redesign, using Grants Network, and preparing a CDBG application in Grants Network.

B. Application submission

Applicants **must** follow instructions in both this NOFA and the online application. Failure to follow instructions will result in disqualification.

The CDBG application and all required attachments must be submitted to the Department through the GMS Portal located at <https://portal.ecivis.com/#/login>. Applications must include all required information to be submitted. Applicants must certify that all information is true and complete to the best of their knowledge, on penalty of perjury.

Applicants that do not have an account with eCivis should log into the eCivis portal. Use the "Create an account" option to initiate a profile.

Applications must meet all threshold and eligibility requirements upon submission. It is the Applicant's responsibility to ensure that the submitted application is clear, complete, and accurate. Department staff may request clarifying information, but are unable to accept any new documentation that would provide an unfair advantage over other applications.

C. Disclosure of application

Information provided in the application will become public record available for review by the public pursuant to the California Public Records Act (California [Government](#)

Code §6250 et. seq). As such, the Department may disclose any materials provided by the Applicant to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally identify information. By providing this information to the Department, the Applicant is waiving any claims of confidentiality, and consents to the Department's disclosure of the Applicant's material upon receipt of a Public Records Act request.

XIV. Application review, approval, and commitment process

A. Application review

All applications are required to pass threshold requirements. Failure to meet threshold will result in immediate disqualification. Applications that do not meet threshold will not be reviewed.

All applications will be reviewed for Activity eligibility. Activities that do not meet program eligibility will be disqualified.

1. Competitive applications

Competitive applications that pass threshold and eligibility will be scored according to the evaluation criteria outlined in the application under the Readiness Section.

Scores include two components:

- a. Need Score – need scores are set scores for different Activity types that are based on public data sets that indicate the severity of community need for a specific Activity. The Department prepares the need scores and will provide the scores as Attachment A to this NOFA.
- b. Activity Readiness – Activity readiness is an indicator of Applicant preparedness for Activity implementation. Applicants are strongly encouraged to complete as much preparation as possible prior to application submittal to shorten the time between award and expenditure. The scoring weight for each readiness criteria is included in the application instructions.

Each application will receive two reviews. Scores will be totaled for each reviewer and summed for the Activity along with the need score. Applications will be ranked based on highest score. Applicants may request a copy of their reviews at any time after the scoring and announcement of awards has been completed.

2. OTC applications

OTC applications that pass threshold and eligibility review will be reviewed on a first-come, first-served basis. Each application will be reviewed by two separate staff to ensure consistency and transparency. Applications that are eligible, complete, and that satisfy readiness requirements will be recommended for funding. Applicants may request a copy of their application reviews after the review has been completed and the Applicant has been notified of the results.

B. Recommendations

The Department will review applications and make award recommendations according to the above criteria. Applicants that are recommended for awards will be contacted and provided with an opportunity to update project schedules or other date-dependent data that may have aged during the Applicant review period. Applicants will officially be notified of awards through the eCivis Grants Network. The award notification will include instructions for accepting or declining the award, as well as an executable Standard Agreement. Applicants that are not recommended for awards will be officially notified via email that their application was not awarded.

C. Standard Agreements

Successful applicants (awardee(s)) will enter into a Standard Agreement with the Department. A draft sample is included as Attachment K of this NOFA. The Standard Agreement contains all the relevant state and federal requirements, Activity performance and management requirements, and disbursement requirements. A condition of award will be that a Standard Agreement must be executed by the awardee(s) within 30 days (contracting period) of the awardees' receipt of the Standard Agreement(s). Failure to execute and return the Standard Agreement(s) to the Department within the contracting period will result in award cancellation. Award cancellations are final.

XV. Appeal criteria and process

A. Criteria

Upon receipt of the Department's notice that an application has been determined to be incomplete or fails threshold, Applicants under this NOFA may appeal such decision(s) to the Department pursuant to this section.

No Applicant shall have the right to appeal a decision from the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto.

The appeal process provided herein applies solely to decisions the Department made in this program NOFA, and does not apply to any decisions made with respect to any previously issued NOFAs, or decisions to be made pursuant to future program NOFAs.

B. Appeal process and deadlines

In order to lodge an appeal, Applicants must submit to the Department, by the filing deadline set forth below, a written appeal, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area(s) of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be accepted if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter.

Appeals are to be submitted to the Department either via email at cdbgnofa@hcd.ca.gov, or at the following address:

California Department of Housing and Community Development
Attn: CDBG Program Appeals
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833

The Department will accept appeals through a carrier service such as the U.S. Postal Service, UPS, FedEx, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during the Department's weekday (non state holiday) business hours of 9:00 a.m. to 5:00 p.m. PST. Emails to the email address listed above will be accepted so long as the email time stamp is prior to the appeal deadline.

Filing Deadline: Appeals must be received by the Department no later than five (5) business days from the date the Department notifies the Applicant that their application has failed to meet eligibility, threshold, or has failed to score high enough in readiness to qualify for award. Late appeals will not be reviewed.

C. Appeal Decisions

It is the Department's intent to render its decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department with respect to the appeal.

D. Effectiveness

If the applicable statutes and/or Guidelines governing the CDBG Program contain an existing process for appealing decisions of the Department with respect to NOFA awards, then this section shall be inapplicable, and such existing authority shall govern all appeals.

XVI. Awards announcement and grant implementation

Awards announcements

The Department anticipates awards will be announced within 90 days of the Competitive application deadlines. OTC awards will be announced as applications are approved for funding. Until awards are announced, the CDBG staff will not be able to discuss the status of applications.

Within 60 days from the award announcement date, unsuccessful Applicants will have the opportunity to request an interview with Department staff to discuss their application. Applications and agreements are public information and are available for review upon request.

XVII. Federal program requirements

A. Cross-cutting requirements

The CDBG Program is administered under the rules and regulations promulgated primarily in [24 CFR §570.600 et seq.](#) These primary regulations are known as the federal cross-cutting requirements and form the basis of the programmatic requirements. The Department incorporates all federal cross-cutting requirements into the state CDBG Program, and the regulations in Part 570 are translated into required actions on the part of all Grantees of the state Program.

The following is a summary of the federal cross-cutting requirements:

1. Environmental Standards (based on National Environmental Policy Act of 1969 [NEPA])
2. Labor Standards (Davis-Bacon and related laws)
3. Achieving a HUD National Objective
4. Public participation requirements
5. Fair Housing and Affirmatively Furthering Fair Housing
6. Equal Opportunity and Non Discrimination in federal Grant Programs
7. Federal Procurement Guidelines
8. National Flood Insurance Program compliance
9. Relocation and displacement requirements
10. Employment and Contracting Opportunities Section 3 Compliance
11. Lead-based paint requirements
12. No use of debarred, ineligible or suspended contractors or sub-recipients
13. Uniform Administrative Requirements and Cost Principles
14. Conflict of interest prohibitions
15. Compliance with the Architectural Barriers Act and the Americans with Disabilities Act
16. Compliance with Eligibility Restrictions for certain resident aliens
17. Federal reporting requirements
18. Grant and subrecipient monitoring requirements

B. Relocation Plan requirement

Applicants engaging in project-specific activities that may or will cause the temporary or permanent relocation and displacement of persons, property, or businesses, must provide a project-specific relocation plan as part of the application. The plan must meet the standards established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Applicants must successfully demonstrate that they have met URA requirements prior to the start of the project or displacement Activity. Applicants should include relocation costs in project budgets.

Applicants must provide General Information Notices to persons who may be displaced if the Activity in the grant application is funded. This plan must outline how the Grantee will enforce and manage the project's temporary relocation and displacement activities and estimate what relocation benefits will be required so those costs can be included in the project's development budget.

C. Article XXXIV Compliance

Applicants engaging in low-income housing project activities that are subject to Article XXXIV must show that the project approval process complies with Article XXXIV requirements. The state statutes implementing Article XXXIV can be found at HSC §37000. Exceptions to Article XXXIV can be found at HSC §37001.

D. Procurement

Pursuant to 24 CFR §570.489(g), all Grantees must comply with federal procurement requirements. The Department will review the Grantee's procurement documents for services (i.e., administrative sub-contractor, Davis Bacon consultant, etc.) at time of monitoring.

Requirements for federal procurement can be found at 2 CFR §200.317-326. Applicants are responsible for meeting all federal procurement standards for goods and services funded through federal programs. Failure to meet procurement requirements may result in disqualification, recapture of federal funds, and debarment.

E. Certifications and Statement of Assurances

Applicants must sign and submit the Certifications and Statement of Assurances (Appendix J) with their application to meet threshold. Please review the Statement and confirm compliance with each requirement. Failure to comply with the certifications and assurances may result in disqualification, recapture of federal funds, and debarment.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM- CORONAVIRUS RESPONSE ROUND 1 (CDBG-CV1) NOFA DATED JUNE 5, 2020

BE IT RESOLVED by the **City Council** of the **City of Ukiah** as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one application, in the aggregate amount of not to exceed \$108,757, for the following CDBG-CV1 activities, pursuant to the June 2020 CDBG-CV1 NOFA:

City of Ukiah Public Facility Improvement Project	Not to Exceed \$ 92,954
General Administration	Not to Exceed \$ <u>15,803</u>
Total	Not to Exceed \$108,757

SECTION 2:

The City has committed the use of Program Income for activities within its 2019-2020 CDBG application and acknowledges no Program Income is authorized or approved for the CDBG-CV1 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application.

SECTION 4:

The City hereby authorizes and directs the City Manager to execute and deliver the application and act on the City's behalf in all matters pertaining to the application.

SECTION 5:

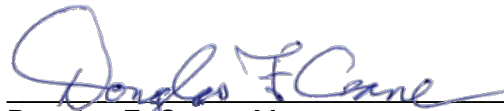
If an application is approved, the City Manager is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah held on September 16, 2020 by the following vote:

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



Douglas F. Crane, Mayor
Ukiah City Council

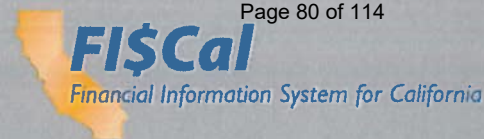
STATE OF CALIFORNIA
City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 16th day of September, 2020.

Kristine Lawler, City Clerk of the City of Ukiah of the State of California

By: 



The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name	City of Ukiah		
Remit-To Address (Street or PO Box)	300 Seminary Ave.		
City	Ukiah	State	CA Zip Code+4 95482
Government Type:	☒ City ☐ County ☐ Special District ☐ Federal ☐ Other (Specify)	Federal Employer Identification Number (FEIN)	946000446

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	

Contact Person	Sage Sangiacomo	Title	City Manager
Phone number	(707) 463-6221	E-mail address	ssangiacomo@cityofukiah.com
Signature		Date	8-19-20



U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

Project Information

Project Name: General Administration Activities for Public Facility Improvement Project

Responsible Entity: City of Ukiah

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: CA/Region IX

Preparer: Mireya G. Turner

Certifying Officer Name and Title: Craig Schlatter, Community Development Director

Consultant (if applicable): N/A

Project Location: City of Ukiah, 300 Seminary Ave., Ukiah, CA 95482

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

24 CFR 58.34(a)(3), administrative and management activities. The City of Ukiah is seeking CDBG-CV1 funding for general administration activities associated with a public facility improvement project. Activities are expected to include reporting, monitoring, project compliance, and other administrative and management activities associated with administering the CDBG-CV1-funded project over a 1-2 year period.

Level of Environmental Review Determination:

☒ Activity/Project is Exempt per 24 CFR 58.34(a): (3), administrative and management activities.

☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):

Project Name

Project Locality and State

HEROS Number

Funding Information

Grant Number	HUD Program	Funding Amount
TBD	CDBG-CV1	\$15,803

Estimated Total HUD Funded Amount: \$15,803

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): N/A

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$15,803

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No ☐ ☒	General administrative activities will not be conducted in any airport runway clear zones or accident potential zones.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ ☒	There are no Coastal Barrier Resources in the State of California.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994	Yes No ☐ ☒	General administrative activities will not be conducted in flood hazard areas.

Project Name

Project Locality and State

HEROS Number

[42 USC 4001-4128 and 42 USC 5154a]		
-------------------------------------	--	--

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	<i>None.</i>

Preparer Signature: Mireya G. Turner Date: 08-21-2020

Name/Title/Organization: Mireya G. Turner/Planning Manager/City of Ukiah

Responsible Entity Agency Official Signature:

Craig Schlatter Date: 8-21-20

Name/Title: Craig Schlatter/Community Development Director

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

**Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Pursuant to 24 CFR 58.35(a)**

Project Information

Project Name: Installation of Permanent Generator at Public Facility

Responsible Entity: City of Ukiah

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: CA/Mendocino County

Preparer: Mireya G. Turner

Certifying Officer Name and Title: Craig Schlatter, Community Development Director

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable): N/A

Direct Comments to: Craig Schlatter, City of Ukiah, 300 Seminary Ave. Ukiah, CA 95482

Project Location: 200 South School Street, Ukiah, CA 95482

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

City of Ukiah will install a permanent generator at an existing public facility located at 200 South School Street, Ukiah, CA 95482, in the incorporated limits of the City of Ukiah. The generator will provide back-up power to the facility to ensure the conference center remains operational during emergencies and power outages. The facility may also be used for a testing or vaccination site if additional sites are required by the County.

Although the project is expected to provide area benefit to low- and moderate-income persons within Census Tract 116/Block Group 1, given the central location of the conference center and its access to public transportation, it is expected that homeless and elderly persons from other areas of the City will benefit from the proposed project. Youths, single adults, single men, single women, families, mentally disabled persons, veterans, and victims of domestic violence are also expected to utilize the facility during an emergency.

The project will be implemented by staff within the Community Development Department, in coordination with the City's Electric Utility Division and Office of Emergency Operations. The existing public facility is in place and will not be changed in size or capacity by more than 20 percent, and the activity does not involve a change in land use.

Level of Environmental Review Determination:

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (3) (iii), (A) and (B)

Funding Information

Grant Number	HUD Program	Funding Amount
TBD	CDBG	\$126,887

Estimated Total HUD Funded Amount: \$126,887

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$126,887

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No ☐ ☒	The parcel is located within the Common Traffic Pattern area of the Ukiah Municipal Airport. It is also not within 1,000 feet of an area of military special use air space. • Ukiah Municipal Airport Master Plan Compatibility Zoning Map; July 1996 (see attached) • California Military Land Use Compatibility Analyst (see attached)

Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ ☒	Coastal Barrier Resources do not apply to California.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No ☐ ☒	The site is within Zone X, Area of Minimal Flood Hazard. Flood insurance is not required. National Flood Hazard Layer FIRMette (see attached)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes No ☐ ☒	Mendocino County is designated by the U.S. EPA as in Attainment for all criteria air pollutants. U.S. EPA Air Quality Map (see attached)
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes No ☐ ☒	The subject property is not in a Coastal Zone and is not located within a local coastal plan.
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes No ☐ ☒	The subject property is a developed site, and not within located within one mile of an NPS ("Superfund") site, or within 2,000 feet of a CERCLIS site.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes No ☐ ☒	The generator will be located on an existing paved parking lot, within an urban environment.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes No ☐ ☒	No above ground tanks are present in the project vicinity.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes No ☐ ☒	The project site is located on Urban Land, and does not include prime or unique farmland.
Floodplain Management	Yes No ☐ ☒	The site is in Zone "X", outside of the 500-year flood zone. (previous attachment)

Executive Order 11988, particularly section 2(a); 24 CFR Part 55		
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes ☐ No ☒	The generator will be positioned on an existing paved parking lot during its time of use. This project will have no effect on historical or cultural resources.
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes ☐ No ☒	The Project Site is within a developed town center. Ambient urban noise levels will not impact the project.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes ☐ No ☒	This project is not located within a U.S. EPA-designated sole source aquifer watershed area, per the EPA Ground Water Office, Region IX. US EPA Sole Source Aquifer Maps
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes ☐ No ☒	The project does not involve new construction within or adjacent to wetlands.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes ☐ No ☒	The project is not located within one mile of a listed Wild and Scenic River. Wild and Scenic River List and Map
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes ☐ No ☒	The project is located in an existing commercial area. The project is consistent with the general plan designation and zoning for the area. There are no identified adverse environmental conditions that would affect the project.

Field Inspection (Date and completed by): 9/1/2020, Mireya G. Turner, Planning Manager

Summary of Findings and Conclusions:

The City proposes installation of a permanent generator to operate the Ukiah Conference Center in case of a power outage. It will be located in a parking space on an existing parking lot. The Project Site is next to the Downtown area. There is no impact anticipated by this use.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	<i>No mitigation measures needed for project.</i>

Determination:

- ☒ This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- ☐ This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
- ☐ This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: Mireya G. Turner Date: 09-15-2020

Name/Title/Organization: Mireya G. Turner/Planning Manager/City of Ukiah

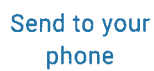
Responsible Entity Agency Official Signature:

Craig Schlatter Date: 9-15-2020

Name/Title: Craig Schlatter/Community Development Director

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

Ukiah, CA 95482

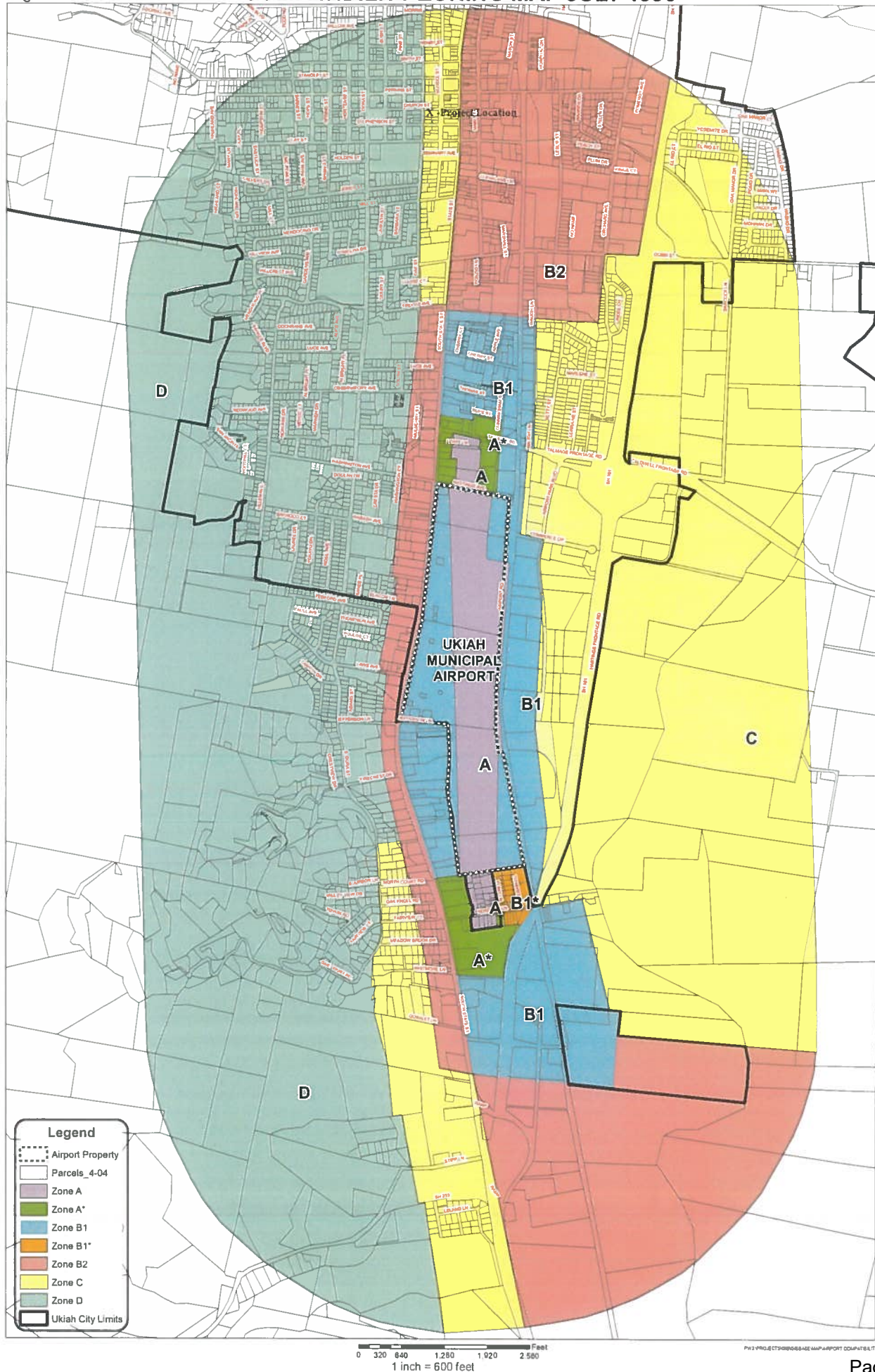


<https://www.google.com/maps/place/200+S+School+St,+Ukiah,+CA+95482/@39.1501484,-123.2080324,7475m/data=!3m1!1e3!4m5!3m4!1s200+S+School+St,+Ukiah,+CA+95482-1232080324-7475m> Page 401 of 630



UKIAH MUNICIPAL AIRPORT MASTER PLAN COMPATIBILITY ZONING MAP JULY 1996

City of Ukiah
20-CDBG-CV1-00004
Page 90 of 114



AirData Air Quality Monitors



CMLUCA

California Military Land Use Compatibility Analyst

Location: 200 S School St,
Ukiah, California, 95482

**This location is not within
1000 feet of a military
installation.**

**This location is not within
1000 feet of a military
training flight route.**

**This location IS WITHIN
1000 feet of an area of
military special use
airspace.**

**This location is not within
4000 feet of a military
installation.**

**This location is not within
4000 feet of a military
training flight route.**

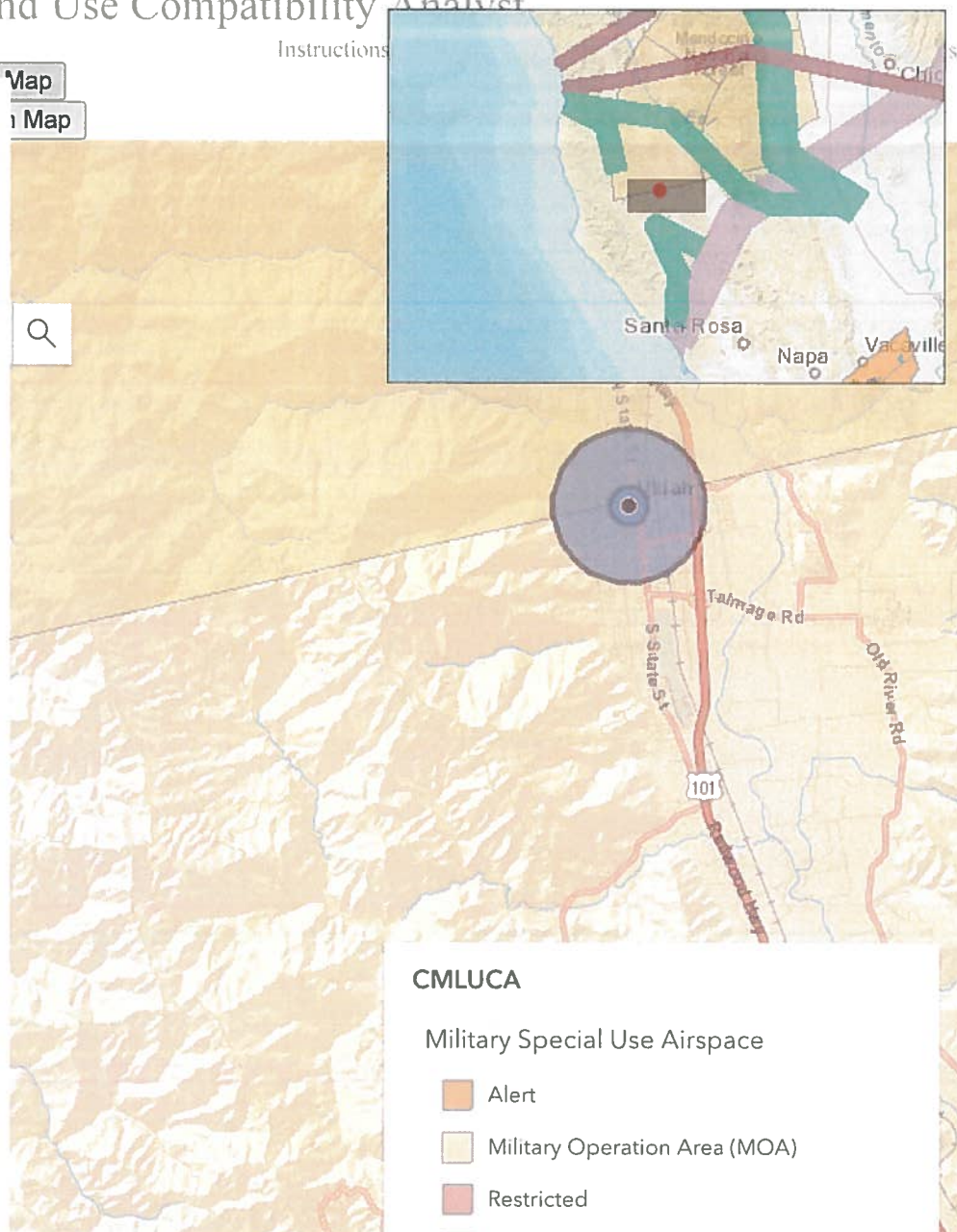
**This location IS WITHIN
4000 feet of an area of
military special use
airspace.**

**Thank you for using
the CMLUCA system.**

Your project location intersects with the above military layers. Please provide the above information to your local planning agency as part of your permit application. A copy of your permit application must be sent by the city/county to the appropriate branch(es) of the U.S. Military, per Government Codes 65352, 65940, and 65944.

Print Map

Map



CMLUCA

Military Special Use Airspace

- Alert
- Military Operation Area (MOA)
- Restricted
- Temporary Reserved Airspace
- Warning

Military Installations

- AIR FORCE
- ARMY
- COAST GUARD
- MARINE CORPS
- NAVY

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, AE, AH, VE, AR
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway

0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes, Zone X
Area with Flood Risk due to Levee Zone D

OTHER AREAS OF FLOOD HAZARD

NO SCREEN	Area of Minimal Flood Hazard Zone X
Effective LOMRS	Area of Undetermined Flood Hazard Zone X
Channel, Culvert, or Storm Sewer	Levee, Dike, or Floodwall

OTHER AREAS

GENERAL STRUCTURES

20.2	Cross Sections with 1% Annual Chance
17.5	Water Surface Elevation
Coastal Transect	
Base Flood Elevation Line (BFE)	
Limit of Study	
Jurisdiction Boundary	
Coastal Transect Baseline	
Profile Baseline	
Hydrographic Feature	

OTHER FEATURES

Digital Data Available	No Digital Data Available	Unmapped
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MAP PANELS

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/24/2020 at 4:23 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

City of Ukiah
20-CDBG-CV1-00004
Page 93 of 114



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



December 5, 2019

Sage Sangiacomo, City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Dear Sage Sangiacomo:

RE: City of Ukiah's 6th Cycle (2019-2027) Adopted Housing Element

Thank you for submitting Ukiah's Housing Element adopted October 23, 2019 and received for review on October 28, 2019. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

HCD is pleased to find the adopted Housing Element in full compliance with state Housing Element law (Article 10.6 of the Government Code). The adopted element was found to be substantially the same as the revised draft Housing Element that HCD's June 22, 2019 review determined met statutory requirements.

For your information, some General Plan element updates are triggered by Housing Element adoption. HCD reminds the City of Ukiah to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: http://opr.ca.gov/docs/OPR_Appendix_C_final.pdf and http://opr.ca.gov/docs/Final_6.26.15.pdf.

Several federal, state, and regional funding programs consider Housing Element compliance as an eligibility or ranking criteria. For example, CalTrans Senate Bill (SB) 1 Sustainable Communities grants; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities program; and the SB 2 Planning Grants as well as ongoing SB 2 funding consider Housing Element compliance and/or annual reporting requirements pursuant to Gov. Code section 65400. With Housing Element compliance, City of Ukiah meets the Housing Element requirements for these funding sources.

Sage Sangiacomo, City Manager
Page 2

HCD appreciates the hard work and dedication Craig Schlatter, Community Development Director, provided throughout the course of the Housing Element review. HCD wishes the City of Ukiah success in implementing its Housing Element and looks forward to following its progress through the General Plan annual progress reports pursuant to Gov. Code section 65400. If HCD can provide assistance in implementing the Housing Element, please contact Sohab Mehmood, of our staff, at (916) 263-1968.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan West". The signature is fluid and cursive, with the first name "Shannan" and the last name "West" clearly distinguishable.

Shannan West
Land Use & Planning Manager

Sheet1

City of Ukiah CDBG-CV1 Application				
Public Facility Improvement Project for Surge Capacity - Generator Installation				
Activity Budget				
		Sources		
Uses	Total	CDBG-CV1 (est 11/2020)	CDBG CV2/CV3 (est 01/2021)	Unfunded Costs
Purchase and Installation				
Equipment & Materials	\$ 93,125.00	\$ 92,954.00	\$ 171.00	\$ -
Installation	\$ 26,720.00	\$ -	\$ 26,720.00	\$ -
Permits and Code Compliance	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
Total	\$120,845	\$ 92,954.00	\$ 27,891.00	\$ -

Instructions: Fill out the above line item budget with your projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and identify the specific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget line item has a budget gap, the "Gap/Duplication of Benefits" column will show a red shaded field and a number indicating your budget gap in parenthesis. If you have a potential duplication of benefits, the column will show a blue shaded field and a number indicating your budget overage. Please make sure to include ALL of you potential resources, including FEMA, HCD, HUD, CARES Act, and other State and Federal funds, as well as local funds from fees, trust funds, and taxes, and any foundation or private donation funding, including insurance payments. If you are unsure if a resource should be included, please contact Jessica Hayes at jessica.hayes@hcd.ca.gov. Please fill in the fields with a bracket [] and the funds. Please do not delete or alter formulas. The collared columns have no significance. They are colored only to make it easier to track across funding source.

SAMPLE

City of Town			Food Bank					Helping Hands Mission						
Duplication of Benefits Tracking			Sources											Budget Gap/
Uses (line item budget)	Total Activity Costs	CARES Act	Donations	Mission Fndn.	DHSS	FEMA	General Fund	[Source 7]	[Source 8]	[Source 9]	CDBG-CV1	CDBG PI	Duplication of Benefits	
Food and Delivery Costs														
Canned Food	\$ 25,000.00	\$ -	\$ 1,500.00	\$ 5,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	
Perishible Food	\$ 50,000.00	\$ -	\$ 2,500.00	\$ 5,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	
Boxes/Bags	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Delivery Fuel	\$ 7,500.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 1,000.00	
Vehicle Costs	\$ 9,000.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ (500.00)	
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Instructions: Fill out the above line item budget with you projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and identify the specific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget line

**FEMA**

FEMA Administrator March 27, 2020, letter to Emergency Managers Requesting Action on Critical Steps

Release Date	Release Number
Mar 26, 2020	Guidance

Fellow Emergency Managers,

The coronavirus disease 2019 (COVID-19) pandemic has transformed our daily lives and our profession in a matter of weeks. Together with our public health colleagues, we work as a team to battle the nationwide effects of this virus. I thank you for your tireless efforts under these unprecedented and very demanding circumstances.

I write to you today as the Administrator of FEMA and a former state and local emergency manager. Now more than ever, we must work as a team to deliver locally executed, state-managed, and federally supported solutions on behalf of the American people. The best and the brightest emergency managers, public health officials, private industry partners, scientists, and medical doctors and nurses are assembling at FEMA Headquarters and in our regional offices; in your state and local emergency operations centers; and in hospital operations centers across the country. This is truly a Whole-of-America response. Rest assured, the full weight of our Nation is supporting all of us to overcome the pandemic and I have no doubt that we will be successful in defeating the spread of COVID-19.

To be successful across the nation- from the smallest town, tribal nation, island, and to the largest city - we must act decisively and immediately. Today, many of you are at the center of the battle, in places like New York, Washington, California, and Louisiana. Others of you may only have a few cases. It is our collective responsibility to do our very best today, so we can

continue to blunt the spread of COVID-19. If you have excess capacity, please consider using EMAC to offer resources that your peers from around the country may need.

As the Nation's lead emergency manager, I want to be completely transparent about our national response and your responsibility to respond proactively and aggressively. To that point, I would like to share seven critical steps that I ask you to **immediately** consider and act upon.

First, mitigation works. Ensure you preserve your "force" while maintaining the ability to respond in a COVID-19 degraded environment without access to the tools typically used in an emergency or disaster like mutual aid and EMAC. Ensure that your communities, small or large embrace mitigation efforts. Every American has a role to play in defeating COVID-19, including good hygiene and social distancing. Follow the President's [15 Days to Slow the Spread](#).

Second, integrate all emergency management and public health operations. Identify and integrate your leading health official into your Emergency Operations Center and Unified Command Group at every level of government. You must form a unified Emergency Management - Public Health Team. Ensure that the entire state political leadership team understand the emergency management process. All requests to the Federal government must be formally communicated by the state's emergency manager to the FEMA Regional Administrator. This is the same process as natural disasters.

Third, collect public, private, and government hospital bed capacity data, if you haven't already - total beds, acute care beds, normal occupancy, predicted surge occupancy. This data will assist you in crafting requests for high demand, low density critical resources should the time come that you may need it. We must use all data wherever possible to allocate scarce resources, including consideration of population size, demographics, and vulnerability.

Fourth, actively plan to stand-up Alternate Care Sites. Be creative in identifying facilities that can support low acuity patients and require a minimal amount of medical staff, already in short supply. Consider locations such as convention centers, hotels, shuttered hospitals, college or university dormitories, or vacant open space in commercial buildings. Ask your FEMA Regional Administrator to brief you on the US Army Corps of Engineers "Hotel to Healthcare" initiative. If you need a plan, here is a [link](#) to a plan.

Fifth, maintain situational awareness of ventilators that may be used across your area. Check hospitals, acute care sites, outpatient locations, and any other location that may use these devices, especially those that may be a source for reallocation to an area of greater need. Like hospital bed capacity, this data will help you understand what you have and what you may need, informing your resource management strategy for these high demand, low density critical resources should the time come that you may need it. Just as we are moving resources nationally, you should also be moving resources within your state.

Sixth, identify all sources to surge medical professionals. Look for retirees, medical contract services, nurses, respiratory therapists, medical students, and emergency medical technicians or local equivalents. You will need them to support the increased hospital surge and management of patients on ventilators and you should be cataloging and training them now, as appropriate.

Seventh, manage Personal Protective Equipment (PPE) carefully. We have stood-up the Supply Chain Stabilization Task Force within FEMA with the purpose of increasing the flow of critical medical supplies such as N95 masks, surgical masks, and ventilators. We are using four guiding principles: 1) preserve what we have; 2) locate medical stockpile around the globe; 3) distribute them to locations most in need; and 4) build capacity in America through partners with industry. While some of these strategies will yield near-term benefits, it must be your highest priority to carefully manage what you have available to you now.

To help you with this, the CDC produced a [Personal Protective Equipment \(PPE\) Burn Rate Calculator](#). This spreadsheet-based model provides information for healthcare facilities to plan and optimize the use of PPE for response to COVID-19. Similarly, non-healthcare facilities (e.g., correctional facilities) may find this tool useful for planning and optimizing PPE use as part of the response to COVID-19. This tool can also be used for planning PPE use outside the context of COVID-19, where PPE shortages may also occur due to supply chain issues related to the COVID-19 response (e.g. manufacturing facilities).

FEMA will reimburse all eligible expenses for emergency protective measures under the Stafford Act; however, do not wait for the PPE from the Federal government to show-up. Take aggressive action now to source your own. Because of the actions the Administration and federal government is taking, you will begin to see PPE supplies come online in the weeks ahead as the commercial distribution chain adapts as well as the quantities of shipments from the Strategic National Stockpile continue to move. Continue to be resourceful, ask the building trades to donate PPE or that they allow you access to their supplier; and, ask dental and outpatient offices that are closed to donate PPE to local hospitals and care critical care sites. And finally, I ask you to review and utilize the guidance the *Supply Chain Stabilization Task Force* released regarding guidance for PPE.

Lastly, some [external communication](#) resources that may be helpful:

1. **[Best Practices](#)**: This page provides a platform for sharing best practices and lessons learned by the government, private sector, academic institutions, professional associations, and other organizations to support the Whole-of-America response.
2. **[Rumor Control](#)**: This page is to help the public distinguish between rumors and facts regarding the response to COVID-19.
3. **[How to Help](#)**: This page provides guidance on how to **donate** critical resources & supplies; how to **do business** with FEMA; and, how to **volunteer**.

These are unprecedented times and many lives are potentially at stake. We are doing things many of us have never imagined, especially at this scale. As professional emergency managers, we are built for this - this is what we do best; coordinate, problem-solve, and act. I ask all of you to lead, innovate, and be resourceful. This is a Whole-of-America response and I need every emergency manager to be an active participant.

We are emergency managers and America needs us at our best.

Respectfully, *Pete Gaynor* Administrator

Last updated Mar 27, 2020

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[Inspector General](#)



FEMA



2641 Hwy. 4
P.O. Box 2848
ARNOLD, CA 95223

(209) 795-3491
FAX (209) 795-4420

QUOTATION

City of Ukiah
20-CDBG-CV1-00004
Page 103 of 124/2019
No. 742

Quoted To:

CALIFORNIA EMERGENCY FOODLINK
5800 FOODLINK STREET
SACRAMENTO, CA 95828

Generator quote

Job Reference		Valid Through	Customer ID	
10059 VICTORIA WAY		10/19/2019	ATTCA	
Quantity	Location	Description	Price Each	Total
		*** PROPANE HOOKUP BY OTHERS & NOT INCLUDED *** WE RECOMMEND YOU CONTACT YOUR PROPANE COMPANY IN CONJUNCTION WITH APPROVING THIS QUOTE. *** *** A 50% DEPOSIT (\$35237.00) DUE WITH SIGNED QUOTE UPON ACCEPTANCE. BALANCE WILL BE BILLED UPON COMPLETION OF INSTALLATION AND TO BE PAID WITHIN 10 DAYS OF RECEIPT *** *** IF ACCEPTED, PLEASE RETURN THE SIGNED QUOTE, YOUR DEPOSIT AND THE ATTACHED TUOLUMNE COUNTY SELF CERTIFICATION FORM, WHICH WILL BE NEEDED WHEN WE OBTAIN THE PERMIT. ***		

THANK YOU!

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM BOUND TO THE TERMS OUTLINED ON THIS DOCUMENT, AND AGREE TO PAY THE TOTAL PRICE QUOTED. WORK WILL ONLY BE SCHEDULED UPON RECEIPT OF THIS SIGNED QUOTE.

Subtotal	\$70,474.00
Sales Tax (0.0%)	\$0.00
Total	\$70,474.00

SIGN & RETURN:

This quote supercedes all other quotes. Valid for 60 days. A material increase is possible after 30 days.

ACCOUNTS ARE DUE AND PAYABLE 10 DAYS FOLLOWING DATE OF INVOICE. A LATE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% CHARGED ON OVERDUE ACCOUNTS. IF LEGAL ACTION IS TAKEN TO COLLECT THE SUMS DUE ON THIS INVOICE, BUYER AGREES TO PAY ALL SUMS AS THE COURT MAY FIX FOR COURT



2641 Hwy. 4
P.O. Box 2848
ARNOLD, CA 95223

(209) 795-3491
FAX (209) 795-4420

QUOTATION

City of Ukiah
20-CDBG-CV1-00004
Page 104 of 114
12/5/2019
No. 742

Quoted To:

CALIFORNIA EMERGENCY FOODLINK
5800 FOODLINK STREET
SACRAMENTO, CA 95828

Job Reference		Valid Through	Customer ID	
10059 VICTORIA WAY		10/19/2019	ATTCA	
Quantity	Location	Description	Price Each	Total
		LABOR AND MATERIALS TO PURCHASE & INSTALL A GENERAC MODEL QT07068GVAC 70kw LIQUID COOLED STANDBY GENERATOR & A GENERAC RTSW200G3 200amp AUTOMATIC TRANSFER SWITCH & GENERAC RTSN100G3 100AMP TRANSFER SWITCH. PRICE INCLUDES LABOR, SETUP, INSTALLATION, STARTUP & TAX. ***THIS PRICE REPRESENTS INSTALLATION OF THE TRANSFER SWITCH AND THE GENERATOR AS DISCUSSED, NOTED AND AGREED UPON WITH THE ESTIMATOR. IF THE INSTALLATION DIFFERS, THE PRICE COULD INCREASE ACCORDINGLY.*** FEE FOR PIONEER ELECTRIC TO OBTAIN REQUIRED TUOLUMNE COUNTY BUILDING PERMIT NEEDED FOR INSPECTION OF ELECTRICAL PORTIONS OF THE GENERATOR INSTALLATION. ** PROPANE PERMIT NOT INCLUDED** *** CONCRETE PAD DONE BY OTHERS AND NOT INCLUDED IN THIS QUOTE *** CRANE SERVICE	68,899.00	68,899.00
			625.00	625.00
			950.00	950.00

THANK YOU!

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM BOUND TO THE TERMS OUTLINED ON THIS DOCUMENT, AND AGREE TO PAY THE TOTAL PRICE QUOTED. WORK WILL ONLY BE SCHEDULED UPON RECEIPT OF THIS SIGNED QUOTE.

SIGN & RETURN:

Subtotal

Sales Tax (0.09%)

Total

ACCOUNTS ARE DUE AND PAYABLE 10 DAYS FOLLOWING DATE OF INVOICE. A LATE CHARGE OF 2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% CHARGED ON OVERDUE ACCOUNTS. IF LEGAL ACTION IS TAKEN TO COLLECT THE SUMS DUE ON THIS INVOICE, BUYER AGREES TO PAY ALL SUMS AS THE COURT MAY FIX FOR COURT

Profile: cschlatter@cityofukiah.com

Applicant Information

Tell us about you.

Linked Applicant

cschlatter@cityofukiah.com

First name

Craig

Last name

Schlatter

Email

cschlatter@cityofukiah.com

Title

Community Development Director

Company

City of Ukiah

Company Website

www.cityofukiah.com

City

Ukiah

State

California

Organization Information

Tell us about your organization.

Organization Name

City of Ukiah

Employer Identification Number (EIN)

DUNS

Authorized Representative

Sage Sangiacomo, City Manager

Business/Finance Representative

Daniel Buffalo, Finance Director

Organization Address

Address

300 Seminary Ave.

Address 2

City

Ukiah

State
California

County
Mendocino

Congressional District/Region
2

Zip
95482

Phone
707-463-6221

Phone Extension

Fax
707-463-6204

Authorized Representative (if different from above)

Name

Title

Email

Phone

Business/Finance Contact (if required)

Name

Title

Email

Phone

Program Year

Are you applying on behalf of an additional Jurisdiction?

2 Email

2 Title

2 Company

2 Company Website

2 City

2 State

2 Organization Information

2 Organization Name

2 Tell us about your organization.

2 Employer Identification Number (EIN)

2 DUNS

2 Authorized Representative

2 Business/Finance Representative

2 Organization Address

2 Address

2 Address 2

2 City

2 State

2 County

2 Congressional District/Region

2 Zip

2 Phone

2 Phone Extension

2 Fax

2 Authorized Representative (if different from above)

2 Name

2 Title

2 Email

2 Phone

2 Business/Finance Contact (if required)

2 Name

2 Title

2 Email

2 Phone

Budget: 19944832

Application

City of Ukiah Public Facility Improvement Project for Surge Capacity

Please use the following link to view the application budget. This link will open in a new window.

<https://portal.ecivis.com/#/peerBudget/956FDBEA-1B19-4049-A068-A8D88986F2A0>

Budget Status

Not Approved

Duplication of Benefits: City of Ukiah Public Facility Improvement Project for Surge Capacity

Name	Attachments
City of Ukiah Public Facility Improvement Project for Surge Capacity	Yes
Submission Date 09/21/2020	
Project Name and Contract Number City of Ukiah Public Facility Improvement Project for Surge Capacity	
Project Type Rehabilitation	
Total Cost of Project 120,845	
Funds Committed or Received for Project	
Program Verified - FEMA Amount	
Program Verified - SBA Amount	
Program Verified - FHA Amount	
Program Verified - FTA Amount	
Program Verified - Army Corps of Engineers Amount	
Program Verified - Private or Non-Profit Amount	
Program Verified - State Funds Amount	
Program Verified - Local Funds Amount	
Program Verified - USFS Amount	
Program Verified - NFIP Amount	
Program Verified - Economic Development Funds Amount	
Program Verified - Other Federal Funds Amount	
Program Verified - Other Funds Not Listed Amount	
Total Program DOB	

Supporting Documentation

City of Ukiah CDBG-CV1- Duplication of Benefit Tracking.xlsx

Applications

City of Ukiah Public Facility Improvement Project for Surge Capacity

Duplication of Benefits: City of Ukiah Public Facility Improvement Project for Surge Capacity File Attachments

Supporting Documentation

City of Ukiah CDBG-CV1- Duplication of Benefit Tracking.xlsx

Instructions: Fill out the above line item budget with your projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and identify the specific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget line item has a budget gap, the "Gap/Duplication of Benefits" column will show a red shaded field and a number indicating your budget gap in parenthesis. If you have a potential duplication of benefits, the column will show a blue shaded field and a number indicating your budget overage. Please make sure to include ALL of you potential resources, including FEMA, HCD, HUD, CARES Act, and other State and Federal funds, as well as local funds from fees, trust funds, and taxes, and any foundation or private donation funding, including insurance payments. If you are unsure if a resource should be included, please contact Jessica Hayes at jessica.hayes@hcd.ca.gov. Please fill in the fields with a bracket [] and the funds. Please do not delete or alter formulas. The collored columns have no significance. They are colored only to make it easier to track across funding source.

SAMPLE

City of Town		Food Bank						Helping Hands Mission						
Duplication of Benefits Tracking		Sources												Budget Gap/
Uses (line item budget)	Total Activity Costs	CARES Act	Donations	Mission Fndn.	DHSS	FEMA	General Fund	[Source 7]	[Source 8]	[Source 9]	CDBG-CV1	CDBG PI	Duplication of Benefits	
Food and Delivery Costs														
Canned Food	\$ 25,000.00	\$ -	\$ 1,500.00	\$ 5,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	
Perishable Food	\$ 50,000.00	\$ -	\$ 2,500.00	\$ 5,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	
Boxes/Bags	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Delivery Fuel	\$ 7,500.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 1,000.00	
Vehicle Costs	\$ 9,000.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ (500.00)	
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Instructions: Fill out the above line item budget with you projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and identify the specific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget line

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG-CV1 2020
Stage: Pre-Award

Report Date: 01/29/2021
Requested By: Craig Schlatter
cschlatter@cityofukiah.com

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Public Facility Improvement Activity	Generator purchase and installation	0	\$0.00	\$0.00	\$92,954.00	\$0.00		\$0.00	Direct Cost
Activity Total			0	\$0.00	\$0.00	\$92,954.00	\$0.00		\$0.00	
General Administration										
	General administration	City of Ukiah staff-project compliance	0	\$0.00	\$0.00	\$12,400.00	\$0.00		\$0.00	Direct Cost
	General administration	City of Ukiah staff-monitoring and reporting	0	\$0.00	\$0.00	\$3,403.00	\$0.00		\$0.00	Direct Cost
General Administration Total			0	\$0.00	\$0.00	\$15,803.00	\$0.00		\$0.00	
Other										
Other										
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total										
Grant Total			0	\$0.00	\$0.00	\$108,757.00	\$0.00		\$0.00	

Budget Report, Created by Craig Schlatter, cschlatter@cityofukiah.com, 01/29/2021
Source: eCivis™ Portal
<http://www.ecivis.com/>

Attachment 3 - Equipment Specifications

CITY OF UKIAH EQUIPMENT SPECIFICATION #E39233 FOR ONE (1) NEW DIESEL GENERATOR

The City of Ukiah invites bids for furnishing one (1) new diesel generator. All deviations from these specifications shall be described in the bid proposal.

This purchase is funded by the Community Development Block Grant Program – Coronavirus, Aid Relief, Economic Security Act (CDBG-CV) Award. In compliance with the program funding guidelines, all bids received will need to be submitted in a sealed envelope, at the following location, and by the specified date and time, or the bid will be rejected:

Bid Deadline: 1:30 p.m., November [REDACTED], 2021

Mailed or hand delivered to: City of Ukiah
Attention: Seth Strader, Buyer II
300 Seminary Avenue
Ukiah, California 95482

Bidder shall, as indicated on the Request for Bid form, state the total price for the new equipment as specified (including any options and accessories), sales tax, destination charges and any other applicable fees or charges, **FOB the City of Ukiah Corporation Yard 1320 Airport Road**, Ukiah CA 95482.

Time is of essence for the delivery of the equipment. Therefore, if an expedite fee is available for an earlier delivery of the equipment, please provide one for consideration. This has been established as an Add Alternate to the bid request. The lowest responsible bidder will be based on the lowest base bid.

Please contact Seth Strader at (707) 467-5719 or sstrader@cityofukiah.com if you have any questions regarding these specifications.

GENERAL INSTRUCTIONS TO BIDDERS

Each bidder shall attach to his bid a complete detailed description of the unit they propose to furnish. All equipment catalogued as standard shall be furnished and included in the purchase price of the unit.

The total price shall include all equipment, accessories and optional items. In making its selection, the City will consider all factors relating to the equipment including availability, operating performance, safety, service and parts availability as well as cost.

The equipment furnished under these specifications is to carry the standard warranty offered to the general public. A complete detailed description of the standard warranty shall be provided with the bid.

The City reserves the right to reject any or all bids and to determine which bid, in its opinion, will best serve the needs and requirements of the City.

The successful bidder shall supply the equipment ready for service at the time of delivery.

General Requirements:

It is the intent of this specification to secure an emergency generator system that has been prototype tested, factory built, production tested, site tested, of the latest commercial design, together with all accessories necessary for a complete installation. Equipment will be installed outdoors at the Ukiah Valley Conference Center located at 200 S. School Street, Ukiah Ca 95482.

The equipment supplied shall meet the requirements of the Californian Electrical Code, UL 110, NFPA along with all applicable codes and regulations. Equipment shall be new, of current production of a national firm which manufactures the generator(s) and controls and assembles the generator set as matched unit, so that there is one-source responsibility for warranty, parts and service through a local representative with factory-trained servicemen.

Note: Minor variations from specified values and ratings may occur due to specific manufacturer designs. Submit a summary sheet, outlining each exception to these specifications, with your bid. Failure to provide the summary of exceptions may be cause for rejection the bid.

Submittal:

Submittal shall include test certifications and specification sheets showing all standard and optional accessories to be supplied, schematic wiring diagrams, dimension drawings and interconnection diagrams identifying by terminal number, each required interconnection of the generator set supplied.

Warranty:

The emergency generator system shall be warranted by the manufacturer for a minimum of one (1) year. The minimum manufacture warranty shall be an "on site" warranty covering all labor and materials necessary to repair the unit to full operational function.

Standby Generator Set:**General:**

- The standby generator set shall be rated for continuous duty.
- The fuel tank shall be integral part of the generator set.
- The generator set shall be constructed as a single unit, designed for permanent mounting supplied with the necessary anchoring materials for cement pad installation.
- Unit design shall be equal to or better in design and function than a Kohler Model 125REOZJG generator set. The City of Ukiah will have final determination of the unit best suited for the installation.
- Vibration isolators shall be provided between the engine-generator base and the fuel tank on which it sits. Isolator type and quantity shall be determined by the generator set manufacturer. The manufacturer shall determine the positions along the supporting channel where the isolators should occur.
- The Generator set shall be in a durable steel, sound-attenuating housing not to exceed 75 dB(A) @ 25 feet with full load at prime rating.
- All housing doors and access panels shall be lockable to prohibit access.

Engine:

The engine shall be capable of delivering the minimum rated HP at a governed speed of 1800 RPM. The engine shall be rated and equipped with the following:

- A. Engine-driven fuel transfer pump capable of lifting fuel 4.75 feet, 2 fuel filters with water separator, electric solenoid fuel shut-off valve.
Generator shall be equipped with mechanical or equal governor capable of regulating the no load to full load frequency to a 5% maximum and capable of +.5% steady-state frequency regulation.
- B. 12-volt positive engagement solenoid shift-starting motor.
- C. Tier 3 EPA-certified for Stationary Emergency Applications.
- D. 60 ampere minimum automatic battery charging alternator with solid-state voltage regulation.
- E. Positive displacement, full pressure lubrication oil pump, 1 full flow cartridge oil filter, water cooled oil cooler, dipstick and oil drain.
- F. Dry-type air cleaner element.
- G. The naturally aspirated or turbocharged engine shall be fueled with No. 2 diesel, 4 cylinders inline, 4-cycle liquid cooled by unit – mounted radiator, blower fan, water pump and thermostat.
- H. Designed for easy access in inspecting and performing filter replacement, oil replacement, troubleshooting etc. maintenance.

Generator:

The alternator shall be salient-pole, rotating field brushless, 12-lead reconnectable, self-ventilated of drip-proof construction with amortisseur rotor windings and skewed stator for smooth voltage waveform. The insulation shall meet the NEMA standard (MGI-1.66) for Class F and be insulated with epoxy varnish to be fungus resistant per MIL-E-4970A. The excitation system shall be of brushless construction controlled by a solid-state voltage regulator capable of maintaining voltage within +2% at any constant load from 0 to 100% of rating. The regulator must be protected from the environment by conformal coating.

- A. Ratings - Continuous:
 - a) 100KW @ .8 PF, 125KVA
 - b) 120/208 Volt, 3-Phase
 - c) 60Hz
- B. Upon one-step application of any load up to 90% of the rated load at 0.8 power factor, the voltage dip shall not exceed 20% and shall recover to 2% of rated voltage within one second.
- C. The generator shall be capable of sustaining at least 300% of rated current for at least 10 seconds under a three-phase symmetrical short by inherent design or by the addition of an optional current boost system without damage.
- D. A resettable 3- pole line current sensing circuit breaker with inverse time versus current response shall be furnished which protects the generator from damage due to its own high current capability. This breaker shall not trip within the 10 seconds specified above to allow selective tripping's of down-stream fuses or circuit breakers under a fault condition. This breaker shall not automatically reset, preventing restoration of voltage if maintenance is being performed. Field current-sensing breakers will not be acceptable.

- E. The generator, if designed having a single maintenance-free bearing, shall be directly connected to the flywheel housing with a semiflexible coupling between the rotor and the flywheel.
- F. A thermostatically controlled alternator heater designed to eliminate condensation moisture from forming in the alternator.
- G. No transfer switch to be supplied.**

Controller:

Set-mounted controller facing rear shall be vibration isolated on the generator enclosure. The microprocessor-based control board shall be conformal coated. Relays will only be acceptable in high-current circuits.

Circuitry shall be of plug-in design for quick replacement. Controller shall be equipped with a commonly used access port to accept a plug-in device capable of allowing maintenance personnel to test controller performance without operating the engine. The controller shall include all items listed as standard equipment:

- A. Fused DC circuits.
- B. Ethernet or other common connection and protocol to provide local remote generator status indication.
- C. Complete two-wire start/stop control which shall operate on closure of remote contact.
- D. Speed sensing and a second independent starter motor disengagement systems shall protect against starter engagement with a moving flywheel. Battery charging alternator voltage will not be acceptable for this purpose.
- E. The starting system shall be designed for restarting in the event of a false engine stat, by permitting the engine to completely stop and then re-engage the starter.
- F. Cranking cyler with ten-second on and off cranking periods.
- G. Over crank protection designed to open the cranking circuit after 60 seconds if the engine fails to start.
- H. Circuitry to shut down the engine when signal for high coolant temperature, low oil pressure, or overspeed are received.
- I. Engine cool down timer set to factory recommendations but capable of adjustment from 5 to 20 or manufactures recommendation whichever is longer to permit unloaded running of the standby set after transfer of the load to normal.
- J. Three position (automatic-off-test) selector switch. In the test position the engine shall start and run regardless of the position of the remote starting contacts. In the automatic position, the engine shall start when contacts in the remote-control circuit close and stop per manufacture recommendations (see "H" above) after those contacts open. In the off position, the engine shall not start even though the remote start contacts close. This position shall also provide for immediate shutdown in case of an emergency. Reset of any fault shall also be accomplished by placing the selector switch to the off position.

Testing:

To assure that the equipment has been designed and built to the highest reliability and quality standards, the manufacturer and local representative shall be responsible for three separate tests: Design prototype tests, final productions tests and site tests.

- A. Maximum power (kW)
- B. Maximum motor setting (kVa) at 30% instantaneous voltage dip.

- C. Alternator temperature rise by embedded thermo-couple and by resistance method per NEMA MG1-22.40 and 16.40.
- D. Governor speed regulation under steady-state and transient conditions.
- E. Voltage regulation and generator transient response.
- F. Fuel consumption at $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ and full load.
- G. Harmonic analysis, voltage waveform deviation and telephone influence factor.
- H. Three-phase short circuit tests.
- I. Alternator cooling air flow.
- J. Torsional analysis testing to verify that the generator set is free of harmful torsional stresses.
- K. Endurance testing.

Final Production Tests:

The generator set shall be tested under varying loads with guards and exhaust system in place. Tests shall include:

- A. Single step-load pickup
- B. Transient and steady-state governing.
- C. Safely shutdown device testing.
- D. Voltage regulation.
- E. Rated power.
- F. Maximum power.
- G. Upon request, arrangements to either witness this test will be made or certified test record will be sent prior to shipment.

Site Tests:

An installation check, start-up and building load test shall be performed by the manufacturer's local technical service representative and shall oversee and verify the following:

The tests shall include:

- A. Fuel lubricating oil and antifreeze shall be checked for conformity to the manufacturer's recommendations, under the environmental conditions present and expected.
- B. Accessories that normally function while the set is standing by shall be checked prior to cranking the engine. These shall include battery charger, block heater generator strip heaters, etc.
- C. Start-up under test mode to check for exhaust leaks cooling air flow, movement during starting and stopping vibration during running, normal and emergency line-to-line voltage and phase rotation.
- D. Automatic start-up by means of simulated power outages to test remote-automatic starting, transfer of the load and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted for proper system coordination. Engine coolant temperature, engine oil pressure and battery charge level along with generator voltage, amperes and frequency shall be monitored throughout the test. An external load bank shall be connected to the system, if sufficient building load is unavailable to load the generator to the nameplate rating. Load bank shall be provided by the generator set manufacturer for this test.

The City's operators and the maintenance staff shall be notified of the time and date of the site tests one week in advance for scheduling.

Indicating Lights to Signal:

- A. Switch "Off" (Flashing Red)
- B. Over crank (Red)
- C. Emergency Stop (Red)
- D. High Temperature (Red)
- E. Overspeed (Red)
- F. Low Oil Pressure (Red)
- G. Test Button for Indicating Lights
- H. Alarm Horn with Silencer Switch

Instrument Panel Shall Include:

- A. Voltmeter-Ammeter Phase Selector Switch. Selector switch shall provide the selection of each Phase to Ground and Phase to Phase combinations.
- B. Running Elapse Time Meter
- C. Voltmeter
- D. Ammeter

Accessories:

The following accessories shall be provided and installed:

- A. Weather-proof housing shall be constructed of rugged steel, painted inside and out with rust inhibiting primer and an exterior coat of the manufacturer's standard color. Side panels shall be lockable and easily removed for servicing. Top-mounted exhaust silencer with rain shield over the exhaust opening.

Bid this item as a separate line bid item: Line circuit breaker, rated 40 amperes, block heater, 1500-Watt, 120 Volt AC. Thermostatically controlled to maintain engine coolant at proper temperature to meet the start-up requirement of NFPA-99



Purchase Order

Fiscal Year 2022

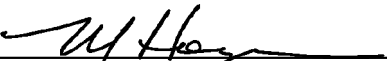
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47639-00

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UKIAH CA 95482

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Delivery Reference			Freight Method/Terms		Department/Location		Sales Tax Rate
					CONFERENCE CENTER		0.000
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	BLUE STAR POWER SYSTEMS, INC. #JD125-02 NEW DIESEL GENERATOR, PER CITY OF UKIAH EQUIPMENT SPECIFICATION E39233.			1.0	EACH	\$48,425.000	\$48,425.00
2	BLUE STAR POWER SYSTEMS LINE CIRCUIT BREAKER RATED 40 AMPERES BLOCK HEATER, 500-WATT, 120 VOLT AC. THERMOSTATICALLY CONTROLLED TO MAINTAIN ENGINE COOLANT AT PROPER TEMPERATURE TO MEET THE START-UP REQUIREMENT OF NFPA-99.			1.0	EACH	\$1,055.000	\$1,055.00
3	TAX (8.875%)			4391.4	DOLL	\$1.000	\$4,391.35
REF REQ E39233 AS PER BID OPENING 12/1/2021 COUNCIL AWARDED: 12/15/2022 AS PER BID RESPONSE, SHIPPING IS INCLUDED, AS WELL AS TESTING UTILIZING RESISTIVE LOAD BANK, WHICH INCLUDES ONE (1) JOB-SITE VISIT FOR A FOUR (4) HOUR NFPA 110 LOAD TEST. TRAINING FOR THE FACILITY OPERATING PERSONNEL WILL BE PROVIDED DURING SAME VISIT. SHIPPING WILL NEED TO BE PRE-ARRANGED WITH THE CITY IN PLENTY OF TIME TO ENSURE PREPAREDNESS FOR THE OFF-LOADING OF THE GENERATOR.							

By 
Purchasing Supervisor

VENDOR COPY

PO Total

Page 433 of 630
\$53,871.35

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Valley

Power Systems, Inc.

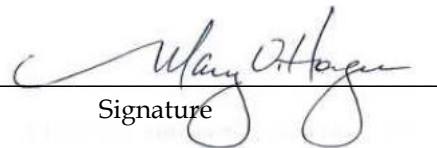
1520 South Bon View Ave., Ontario, CA 91761

(909) 969-9345, Fax (909) 969-9365

CONFIRMING PROJECT / EQUIPMENT RELEASE TO PRODUCTION

Customer/Contractor Name:	CITY OF UKIAH
Project Name:	GENERATOR INSTALL - UVCC
Valley Quote No.	CITY OF UKIAHE39233
Customer Purchase Order No.	47639
Delivery Address:	UVCC, 200 S SCHOOL STREET, UKIAH CA 95482
Delivery Contact:	MATT KEIZER, (707) 234-9757
Description of Equipment Released to Production:	#JD125-02 DIESEL GENERATOR, WITH LINE CIRCUIT BREAKER RATED 40 AMPERES BLOCK HEATER, 500-WATT, 120 VAC.

This is to confirm that the above equipment is released for production as of the date stated below.

RELEASED BY:  DATE OF RELEASE: 1/27/2022
Signature

MARY HORGER

Print Name



Power Generation Group

Activity Description – 20-CDBG-CV1-00004

The City of Ukiah proposes to improve a City-owned public facility, the Ukiah Valley Conference Center located at 200 South School Street, Ukiah, CA, with a permanent generator. The conference center is located within Mendocino County Census Tract 116, Block Group 1, a census tract/block group comprising 51.94% low- and moderate-income persons. The generator will provide back-up power to the facility to ensure the conference center remains operational during emergencies and power outages. As indicated by the attached letters of support, installing a generator will also assist healthcare providers meet the COVID-19 demand for services and support.

There are no public facilities in City limits with sufficient space to shelter residents during a power outage, and consequently residents often access healthcare facilities. Residents' access of healthcare facilities during a power outage can limit the capacity of healthcare facilities to respond to the ongoing COVID-19 pandemic crisis- especially in the event of a surge in positive cases. As power outages are becoming much more likely and frequent in California rural areas due to the threat of wildfire and the instigation of Public Safety Power Shutoffs, having a public facility able to shelter low- and moderate-income persons and vulnerable populations 24/7 will assist healthcare facilities respond to the COVID-19 pandemic and assist in flattening the curve.

Because the conference center is set up and on standby to be used in case of a surge in the COVID-19 pandemic, it is imperative for the safety of the people who may need to use the facility as a temporary medical facility that they have a generator to provide consistent power. The facility may also be used for a testing or vaccination site if additional sites are required by the County.

The proposed project supports FEMA's March 27, 2020 letter to Emergency Managers to actively plan to stand-up alternate sites such as the conference center that would support medical staff during the ongoing COVID-19 crisis. The conference center is the only public facility within City limits that has sufficient space to ensure that emergency shelter services and community resource services can be provided with social distancing measures in place. The conference center has central heating/air-conditioning and provides public restrooms and free Wi-Fi. It also houses district offices for Congressman Huffman, State Senator McGuire, and Assemblymember Wood.

Although the project is expected to provide area benefit to low- and moderate-income persons within Census Tract 116/Block Group 1, given the central location of the conference center and its access to public transportation, it is expected that homeless and elderly persons from other areas of the City will benefit from the proposed project. Youths, single adults, single men, single women, families, mentally disabled persons, veterans, and victims of domestic violence are also expected to utilize the facility during an emergency.

The project will be implemented by staff within the Community Development Department, in coordination with the City's Electric Utility Division and Office of Emergency Operations.

Activity Scope of Work

1. Upon receipt of CDBG CV-1 grant award letter from HCD, secure approval from City Council to authorize budget amendments, execute standard agreement, and proceed with development of generator specifications.
2. Receive standard agreement from HCD and execute agreement, plus clear any associated conditions.

3. Hold public hearing for submittal of application in response to expected CDBG CV-2/CV-3 NOFA. Secure approval from City Council of resolution to apply for approximately \$27,891 for the remainder of the cost of the generator installation project.
4. Electric Utility Division to develop plans and specifications and bid package; and work with Community Development Department to secure Council approval. Note: prevailing wage information will be included in bid package.
5. Release RFP. Note: conditional language will be inserted into the draft contract and bid solicitation that a contract award is contingent on an award of CV-2/CV-3 funding.
6. Execute CDBG CV-2/CV-3 standard agreement; clear associated conditions.
7. 10-day wage rate lock.
8. Bids due.
9. City Council approval of contract award; and execution of contract with procured firm.
10. Pre-construction conference and issuance of notice to proceed.
11. Project completion.

Statement of Need and Proposed Outcomes

In partnership with local healthcare facilities, the City has identified a critical need during the COVID-19 pandemic to be an emergency sheltering facility within City limits, operational during a loss of electrical power, and with sufficient space to meet the American Red Cross and Mendocino County Public Health Department's COVID-19 guidelines for social distancing. The City's Ukiah Valley Conference Center, located in the downtown at 200 South School Street, was identified as this facility but would need to be improved with a permanent generator to sustain services during a loss of electrical power. The proposed project is expected to assist in flattening the curve from COVID-19 by providing an emergency shelter and community service center operational 24/7, even in the event of loss of power from a Public Safety Power Shutoff (PSPS) or other disaster or local emergency. By providing a temperature-controlled facility where residents can charge their medical and communication devices, fill their oxygen tanks, and receive important communication messages, the likelihood that residents would access these types of community support services at healthcare facilities is reduced, enabling healthcare facilities to more fully focus on COVID-19 response efforts and urgent healthcare needs. An emergency shelter and community service center with this capacity will be a vital community resource throughout the COVID-19 pandemic and especially so in the event of a surge in positive COVID-19 cases.

The City of Ukiah Community Development Department will administer the CDBG CV-1 standard agreement and generator project, including monitoring of federal and state prevailing wages, approval of project drawdowns, Duplication of Benefits tracking, and all reporting and compliance responsibilities. The Department intends to execute an interagency agreement with the City of Ukiah Electric Utility Division (EUD) to ensure a smoothly implemented project. The EUD will share in the labor to complete the installation of the generator with its existing electrical utility personnel and the procured electrical contractor. The EUD will also procure and oversee the work of the electrical contractor. At the conclusion of the project, a generator will be installed at the conference center, allowing 24/7 power generation in the event of loss of electrical power. At least 50 low- and moderate-income residents are expected to benefit from the proposed project.

Images of Installed Generator and Electrical Panel – Project 20-CDBG-CV1-00004



Attachment 4 - Notice of Completion

2022-17030
Recorded at the request of
CITY OF UKIAH
12/28/2022 02:50 PM
Fee: \$0 Pgs: 1 of 1

OFFICIAL RECORDS
Katrina Bartolome - Clerk-Recorder
Mendocino County, CA



Please return to:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the project described as: Trench Work at the UVCC – Spec 22-08.
2. That the nature of the work: Trench and Conduit Installation
3. That on the 13th day of September, 2022, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is Wipf Construction LLC, PO Box 234, Ukiah CA 95482.
5. That the property location of work performed herein referred to is situated in the County of Mendocino, State of California, and is described as follows: Ukiah Valley Conference Center, 200 South School Street, Ukiah, CA.

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

City Council Approval CITY OF UKIAH, a Municipal Corporation

12/21/22

Date

By:

Kristine Lawler
Kristine Lawler, City Clerk

12/22/22

Date

State of California

County of Mendocino

Exempt from recording fees pursuant to Government Code Section 27383.



AGENDA SUMMARY REPORT

SUBJECT: Annual Review and Consideration of the Fee Schedule for Community Services; Including Recreation Programs, Sports Fields, Parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum.

DEPARTMENT: Community Services

PREPARED BY: Jake Burgess, Community Services Supervisor

PRESENTER: Jake Burgess, Community Services Supervisor

ATTACHMENTS:

1. Fee Schedule for Facilities, Museum, Programs and Aquatics FY 24 (1)

Summary: City Council will conduct their annual review of the user fee schedule for the Community Services Department, including Recreation Programs, Sports Fields, Parks, Municipal Pools, Ukiah Valley Conference Center and Grace Hudson Museum.

Background: The City of Ukiah Community Services Department includes Recreation, the Grace Hudson Museum, the Ukiah Valley Conference Center, parks, facilities, and various other programs. As a matter of policy, City Council reviews fees on an annual basis to ensure that the desired cost recovery, quality of service, and affordability remain at a high level. Conducting a regular review of the comprehensive fee schedule has been an important component of budget management. The annual review has assisted Staff in monitoring the growth and success of services, planning the marketing and service delivery objectives, and forecasting for each budget cycle.

Staff utilizes a variety of tools in the review and assessment of fees including the analysis of existing fees, operating costs and service levels. The Community Services Department has also conducted fee schedule comparisons with similar facilities/ programs in other agencies around the state to ensure our fees are in line with industry standards. The range of fees adopted in 2022 provided for the flexibility to adjust fees in the future if necessary to ensure proper cost recovery. As expenses in areas such as supplies and staffing increase, fees can be adjusted at a commensurate rate.

Discussion: Community Services Department has completed a review of all user fees to ensure that the desired cost recovery, quality of service, and affordability remain balanced. Staff is not requesting changes to the fee ranges adopted in 2022. Current fees in Aquatics and Recreation are well within the adopted range, providing for increases if necessary in the future. The current fees are detailed in "Attachment 1 - Fee Schedule for Facilities, Museum, Programs and Aquatics FY 24" as well as below.

GRACE HUDSON MUSEUM

The Grace Hudson Museum provides art exhibits, educational programs, tours, and workshops. The fees established in 2022 including the addition of Wild Garden rental rates are currently sufficient and no changes are requested.

PARKS & FACILITIES

The Ukiah Valley Conference Center coordinates the scheduling and uses of public rental facilities, which includes the Conference Center, parks and picnic spaces. Facility rental revenue provides funds for routine maintenance, as well as the ability to provide facility improvements and prepare for long-term capital

improvement projects. Community Services Staff members work diligently to keep their operating and maintenance costs low and to manage the facilities within budget guidelines. No adjustments are proposed for this category.

UKIAH MUNICIPAL POOLS

The pool facility and operation is an important community asset as it provides a safe aquatic environment for recreation and lessons. Over the years, the City Council has maintained a commitment to ensure fees for service at the facility are affordable for all. The City also provides scholarships to numerous swim lesson participants, which ensures that the fee-based programs are accessible for anyone regardless of their financial status. Multiple Staff members have been certified to be a Lifeguard, CPR and First Aid trainer, which has helped reduce costs for training and increase training availability. Staff continues to explore promotional activities, the marketing of special pool programs, and specialty hours that increase usage of the pool. No adjustments are proposed for this category, as rates for Swim Lessons and Public Swim are within the adopted range.

RECREATION PROGRAMS & SERVICES

There are many programs and services provided by the Recreation Division. Staff members have successfully operated sports leagues, instructional classes, art-based programs, fitness activities, dog training and much more. There are many formats for the structure of classes, clinics, camps, and leagues. The Recreation Division has been tremendously successful in offering specialty camps that are held during a school break holiday and focus on a particular sport. Recreation programs provide a healthy activity and serve a need for working parents. As with all of the programs, the Youth Scholarships are available to assist with financial needs so that all children can participate. The previously adopted fee ranges remain adequate, current fees are within the adopted range.

ATHLETIC FACILITIES & SPORTS FIELDS

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

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

An analysis of the current fee range was conducted in coordination with the Finance Department to ensure budget goals are met given rising costs of staffing and supplies.

Recommended Action: Conduct review of the fee schedule for Community Services; including recreation programs, sports fields, parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum. No changes to the current fee schedule are recommended by staff at this time.

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: Olga Keough, Finance Controller

DIVERSITY-EQUITY INITIATIVES (DEI):N/A

CLIMATE INITIATIVES (CI):N/A

GENERAL PLAN ELEMENTS (GP):N/A

Approved: 
Sage Sangiacomo, City Manager

COMMUNITY SERVICES DEPARTMENT		
A. UKIAH MUNICIPAL GOLF COURSE		
Facility Managed by Tayman Park Golf Group, Inc.		
B. PARK AND FACILITY RENTALS		
1. Todd Grove Room Rental Facility Managed by Tayman Park Golf Group, Inc.		
Facility located at 599 Park Blvd, Managed by Tayman Park Golf Group, Inc.		
2. Grace Hudson Museum Meeting Room & Wild Garden Rentals		
Facility located at 431 S Main Street.		
Meeting Room Capacity: 49 Assembly/Dining with Kitchen Facility		
Primary Use: Small Gatherings, Meetings, Workshops		
Wild Gardens Capacity: not to exceed 200		
Primary Use: outdoor events, including receptions, fundraisers, weddings		
Fee Category/Description		Current Fees
Meeting Room Public/Private Rental		
All Types of Use		
Refundable Deposit		200
Businesses & Individuals		
Daily Rate		450
Non Profit or Government Agencies		
Daily Rate		250
* Rates for wedding rental will be priced by the Conference Center/ Facility Administrator according to client requirements.		
Wild Gardens Public/Private Rental		Current Fees
All Types of Use		
Refundable Deposit -- Business & Individuals up to 100 guests		250
Businesses & Individuals up to 100 guests		
Daily Rate		700
Refundable Deposit -- Business & Individuals 101-200 guests		400
Businesses & Individuals 101-200 guests		
Daily Rate		1,000
Refundable Deposit -- Non Profit or Government Agencies up to 100 guests		250
Non Profit or Government Agencies up to 100 guests		
Daily Rate		450
Refundable Deposit -- Non Profit or Government Agencies 101-200 guests		400
Businesses & Individuals 101-200 guests		
Daily Rate		650
* Rates for wedding rental will be priced by the Conference Center according to client requirements.		
3. Civic Center Council Chamber Rental		
Facility located at 300 Seminary Ave.		
Capacity: 141 in Council Chambers		
Primary Use: Meetings and Lectures		
Fee Category/Description		Current Fees
Public/Private Meeting		
Refundable Deposit		200
Business Hours: Monday - Friday 8am-5pm		
Daily Rate		150
Evening Hours: Monday-Friday 5pm-9pm		
Daily Rate		250
Additional Hours after 9pm		
Per Hour		50
Services		
Equipment Use: Projector, Screen, Sound System		50-100

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

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

COMMUNITY SERVICES DEPARTMENT		
D. GRACE HUDSON MUSEUM & SUN HOUSE		
Facility located at 431 S Main Primary Use: Art museum with educational presentations, tours, workshops.		
1. Use Rates		
Fee Category/Description		Current Fees
Admission Rates		
Child under 8		0 (with adult)
Youth ages 8-17		3
Student 18+ w/ ID		4
Adult		6*
Senior		4
Family		12
School Rate per student		3
Active Military Personnel		0
Native American w/ Tribal ID		0
		*\$5 is currently being charged despite the prior approval for \$6
E. UKIAH MUNICIPAL POOLS USER FEES		
Facility located at 591 Park Blvd. Primary Use: Open during the summer months for "drop-in" use during public swim hours. Programming includes swim lessons, trainings, aqua fitness classes, and more.		
1. Use Rates		
Fee Category/Description		Current Fees
Public Swim Rates		
Children 0-5 years old		3-7
Children 6-17 years old		3-7
Adults 18+		3-7
Children 30 Pass Punch Card		100-140
Adult 30 Pass Punch Card		100-140
2. Swim Lesson Rates		
Fee Category/Description		Current Fees
Traditional Swim Lesson Program		
2-week session		60-100
Other Aquatic Based Programs		
Aqua fitness classes, clinics, camps, etc.		1-200
3. Private Facility Use		
Use: A Private Pool Use includes exclusive use for both pools with lifeguards		
Fee Category/Description		Current Fees
2 - 4 hour period, exclusive use, 1 pool or 2		250 - 600

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

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



AGENDA SUMMARY REPORT

SUBJECT: 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:

None

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 Hasting, 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 Hasting 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 2 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 (one councilmember absent) 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. Currently, the City is waiting on the results of this estimate. 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



AGENDA SUMMARY REPORT

SUBJECT: Receive and Accept as Complete a Baseline Assessment of the Western Hills Watershed Protection Area.

DEPARTMENT: Community Services

PREPARED BY: Neil Davis, Community Services Director

PRESENTER: Neil Davis

ATTACHMENTS:

1. WHWPA BASELINE DRAFT 6_14_23
2. 14a Correspondence Received - John and Delynne Rogers
3. 14a Correspondence Received - Jeanne Wetzel Chinn

Summary: Council will receive a report, review, and accept as complete the final draft of a Baseline Assessment Document for the Western Hills Watershed Protection Area.

Background: The City Council's strategic plan and the City's Climate Initiatives include a number of goals that support the importance of open space conservation (ie., Climate Initiative 4.b. Maintain wild lands). The Council's Strategic Plan includes a goal to "Enhance Our Neighborhoods" establishing goal to "preserve, conserve, and protect the natural resources/features of the Ukiah Valley and open space."

In pursuit of these goals, the City recently acquired the Western Hills Watershed Protection Area (WHWPA) which comprises 763+/- acres and lies in the hills west of Ukiah Valley. This land comprises a significant watershed for the valley and serves as a valuable habitat refuge for wildlife, as well as providing potential wildfire mitigation opportunities. For decades, conserving the hills to the west of Ukiah has been discussed by the community. Discussions typically focused on the biological and aesthetic values the WHWPA would add, as forested and undeveloped land. The Ukiah City Council's Strategic Plan describes a goal of promoting the protection of Ukiah's western wildland urban interface to restore and conserve forests and stream ecosystems, provide large-scale wildfire mitigation, and protect the Upper Russian River Watershed to benefit fish and wildlife as well as the greater Ukiah community. Further, the western hills are seen to hold the potential for water storage and power generation. Funding for the acquisition of this property was secured from the City of Ukiah's Electric Utility Department, the Water Resources Department, and the General Fund.

With the acquisition of the property comes the responsibility of management, and the first step towards management is taking inventory and documenting the assets and liabilities of the resource. Once a baseline assessment is completed, a management plan can be developed.

Discussion: In the fall of 2022, Staff enlisted the help of the Mendocino Land Trust in preparing a Baseline Assessment Report for the WHWPA. The Mendocino Land Trust (MLT), based in Fort Bragg, is one of the largest professional environmental organizations in the County of Mendocino. MLT staff specialize in land conservation and management. The MLT offered to contribute to a Baseline Assessment of the WHWPA (with a value of \$5,000) and to assist in the development of a WHWPA Volunteer Stewards program.

In collaboration with the MLT, it was decided that the purpose of the baseline report would be to highlight the natural and historic resources represented within the Western Hills Watershed Protection Area (WHWPA) while also providing a starting point for preparing a property management plan.

City Staff hosted MLT staff on a visit to the site on January 20, 2023. Over the next few months, MLT staff provided valuable research from multiple sources to collect, collate, and present existing information on site conditions. Photographs documenting the condition of the WHWPA were taken during the MLT site visit. All maps were prepared by MLT Conservation Coordinator, Anna Bride, using data from Mendocino County, California Fish and Wildlife, USDA Natural Resource Conservation Service, California Department of Forestry and Fire Protection, California Water Board, California Natural Diversity Database (CNDDDB), Areas of Conservation Emphasis (ACE), and ESRI.

While MLT staff worked on background research, Director of Community Services Neil Davis and other City Staff, as well as a variety of volunteer subject matter experts conducted field visits providing additional insights and information. Biologists, Ornithologists, Foresters, and the City's Director of Public Works visited the site and all assisted in the preparation of the Baseline Assessment Report.

The attached Baseline Assessment Report (Attachment 1) is presented to Council for review and approval. Staff is committed to ensuring the Council and the public are aware of the benefits and value of the consecration effort. With the adoption of this report, Staff will begin the process of developing a management plan for the area, including a system to continue to document current and changing conditions on the property.

Recommended Action: Approve Western Hills Watershed Protection Area Baseline Assessment Document as complete.

BUDGET AMENDMENT REQUIRED:

CURRENT BUDGET AMOUNT:

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH:

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI): **4b** – Maintain wild lands. **4d** – Enhance carbon sequestration capacity. **5b** – Protect against sprawl through completion of annexations. **7a** – Expand sustainable water practices.

GENERAL PLAN ELEMENTS (GP): GP-A1 - Land Use ElementGP-A2 - Economic Development ElementGP-A4 - Public Facilities, Services, and Infrastructure ElementGP-A5 - Environment and Sustainability ElementGP-A6 - Safety Element

Approved: 
Sage Sangiacomo, City Manager

Western Hills Watershed Protection Area

Attachment 1

Baseline Documentation Report



Prepared By:

Anna Bride
Mendocino Land Trust
215 S Main Street
Fort Bragg, CA 95437

Neil Davis
City of Ukiah
411 W Clay St
Ukiah, CA 95482

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Baseline Summary

Property: Western Hills Watershed Protection Area

Acreage: 763 acres

Leases: Ukiah Wireless - WiFiber

Assessor Parcel Numbers: 001-040-83, 003-110-90, 003-190-09, 003-190-11, 003-190-13, 003-190-14, 003-260-01, 003-500-14, 156-250-02, 157-030-02, 157-030-03, 157-050-01, 157-050-02, 157-050-03, 157-050-04, 157-050-09, 157-050-11, 157-050-12, 157-060-02, 157-060-03, 157-070-05

Landowner: The City of Ukiah

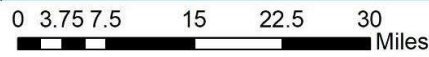
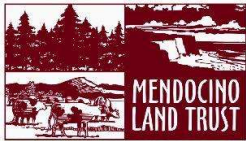
Fieldwork Days; **Mendocino Land Trust** - January 20th, 2023
 City of Ukiah - September 21st, 28th 2022; October 12th, 2022; January 20th 2023; May 17th, May 31st 2023.

Contact Information:

City of Ukiah
Neil Davis, Director of Community Services
300 Seminary Ave, Ukiah, CA 95482
707-467-5764

Mendocino Land Trust
info@mendocinolandtrust.org
215 S Main Street, Fort Bragg, CA 95437
707-962-0470

Western Hills Mendocino County



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO

Summary of Significance:

The purpose of this baseline report is to highlight the natural and historic resources represented within the Western Hills Watershed Protection Area (WHWPA) property in the City of Ukiah (City), Mendocino County, California while also providing a starting point to preparing a property management plan

The Western Hills (WHWPA) holds many scenic and ecological conservation values, including watershed protection, regional wildlife connectivity, wildfire protection, wildlife habitat, scenic views, and open space. A CEQA Initial Study was performed as part to the acquisition that stated, “given the steep terrain, the potential for substantial prehistoric or historic settlement is considered low.” The vegetation conservation values in the WHWPA include the following plant alliances: California Black Oak, Coast and Canyon Live Oak, Chamise Chaparral, Oregon White Oak as well as a wide variety of wildlife species. The WHWPA may also allow for potential public and municipal uses such as development of recreational trails, and possible sites for critical public infrastructure, including the possibility of water storage and power generation should these uses be pursued and approved in the future. The main goal is to obtain the myriad benefits of open space preservation for the City of Ukiah.

This document, including photographs, exhibits and attachments is an accurate representation of this WHWPA as of January through May 2023.

Introduction

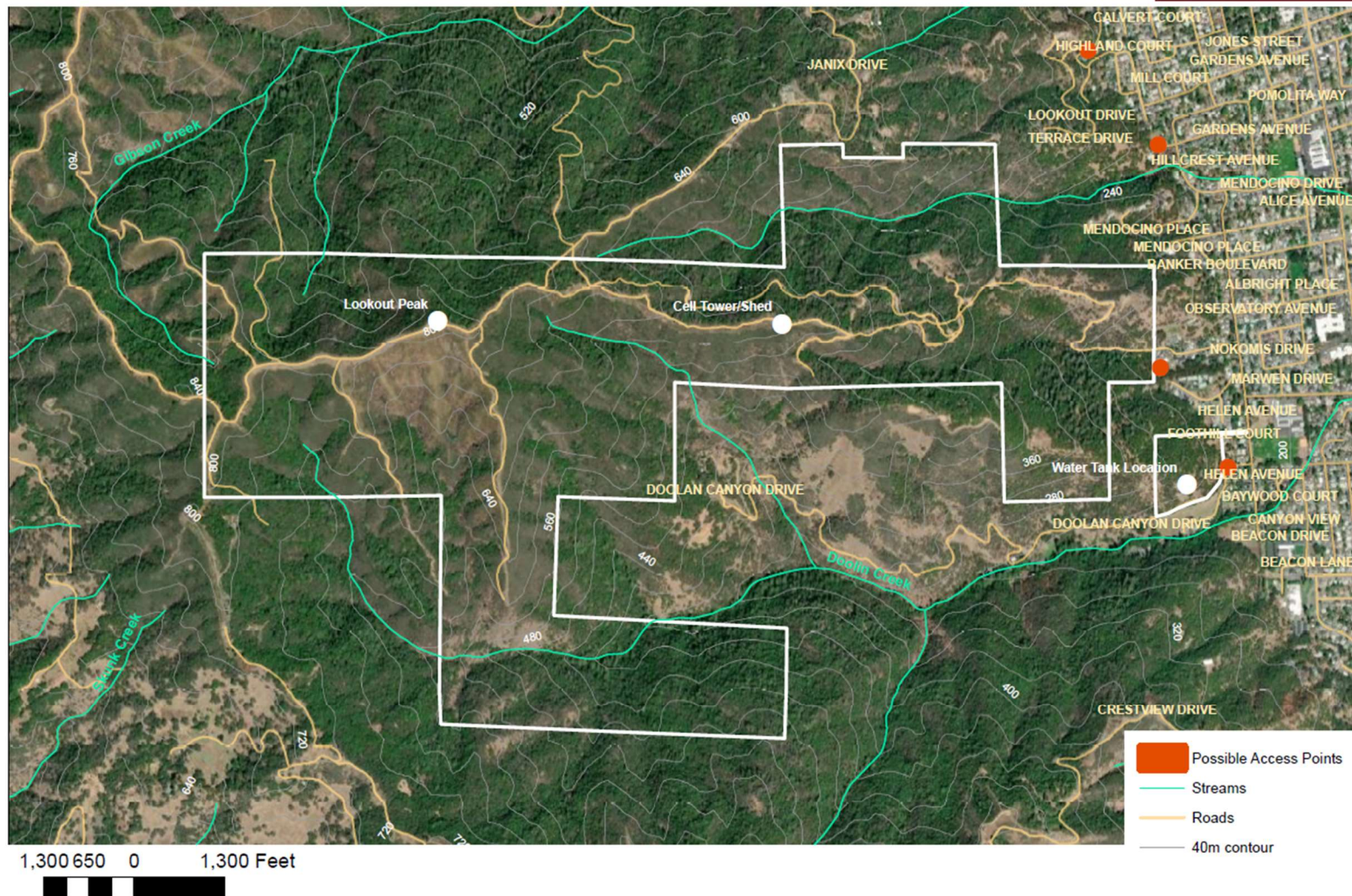
This report documents the physical, biological and hydrological features, general condition, land use and improvements of the WHWPA.

The WHWPA is 763+ or - acres and lies in the hills west of Ukiah Valley. This land serves as a valuable habitat refuge for wildlife, as well as potential wildfire mitigation opportunities. For decades, conserving the hills to the west of Ukiah has been discussed by the community. Discussions typically focused on the biological and aesthetic values the WHWPA would add, as forested and undeveloped land. The Ukiah City Council’s Strategic Plan describes a goal of promoting the protection of Ukiah’s western wildland urban interface to restore and conserve forests and stream ecosystems, provide large-scale wildfire mitigation, and protect the Upper Russian River Watershed to benefit fish and wildlife as well as the greater Ukiah community. Further, the western hills are seen to hold potential for water storage and power generation. Funding for the project was secured from the City of Ukiah’s Electric Utility Department, the Water Resources Department, and the General Fund.

This document will serve as a baseline for future conservation, recreation, land and fire management within the WHWPA. Information for this report was collected by MLT staff during a site visit to the WHWPA on January 20th, 2023. MLT staff provided valuable research from multiple sources to collect, collate, and present existing information on site conditions. Photographs documenting the condition of the WHWPA were taken during the MLT site visit. All maps were prepared by MLT Conservation Coordinator, Anna Bride, using data from Mendocino County, California Fish and Wildlife, USDA Natural Resource Conservation Service, California Department of Forestry and Fire Protection, California Water Board, California Natural Diversity Database (CNDDB), Areas of Conservation Emphasis (ACE), and ESRI. City of Ukiah Staff, led by Director of Community Services Neil Davis, as well as a variety of volunteer subject matter experts provided additional insights and information.

Exhibit 1:

Western Hills Basemap



Physical Setting:

The WHWPA is located in eastern Mendocino County in the foothills rising from the Ukiah Valley in the Northern Coast Mountain Range. From north to south, the WHWPA ranges between a tenth of a mile to 1.3 miles wide and spans 1.8 miles from east to west for a total of ~ 763 acres. The WHWPA extends from the valley floor at 760 feet to its highest point at Lookout Peak at 2,726 feet in elevation. Overall, the WHWPA is steep with slopes ranging from 30-70 percent. The vegetation is overgrown in some locations and wildfire has been suppressed for decades. Looking to the west from the highest ridge, views of Pine Mountain and the headwaters of Robinson Creek can be seen. Looking to the east provides views of Lake Mendocino, the Ukiah Valley, and the mountain tops of Sanhedrin, Hull, Snow, Red, and Konocti Mountains. Two forks of Doolin Creek flow east through the central and southern parts of the WHWPA. The headwaters of Gibson Creek lie in the northwesternmost corner of the WHWPA and an unnamed creek in the northeastern parcel of the WHWPA flows east toward Hillcrest Avenue.

Accessibility:

Currently the WHWPA is closed to the public, however non-motorized recreational use is a future possibility. Recreational use would likely be limited to hiking, mountain biking, and wildlife viewing. Acquisition negotiations resulted in the opportunity of private development on the lowest portions of Redwood Avenue. With or without development, property owners in this area would have no special or additional access to the WHWPA beyond what is granted to the general public.

The primary access for City staff to the project is from Redwood Ave. Secondary access is from the top of San Jacinta Avenue, Helen Avenue, and Doolin Canyon Road. Potential future public access to the WHWPA could be via Hillview Avenue, San Jacinta Avenue, Helen Avenue, and/or Doolin Canyon Drive. See Exhibit 1, Western Hills Basemap.

In addition to the possibility of legal access, there are at least eight locations that might provide opportunities for trespass. Due to a lack of roads or trails in conjunction with heavily vegetated and steep slopes, there is little possibility of incursion from the south. However, adjoining property owners to the north and west, and their guests, may have opportunity for ready illegal access. Additionally, neighbors to the south with property on Redwood Ave might have opportunity. The steepness of the roads will make trespass unappealing to all but the hardest hikers or mountain bikers. Dirt bike riding or four wheeling, however, would be both more destructive and more tempting. The eight locations identified here may require monitoring and / or additional gating.

Vegetation Alliances:

A thorough and professional alliance mapping was unavailable for this baseline assessment. CAL VEG online mapping sources were downloaded and reviewed; however, field observations do not support their findings. Field observations conducted by City of Ukiah staff and volunteer biologists, as well as the findings of Gordon Leppig's 2019 (see references) site visit suggest the Doug Fir sited by CAL VEG is uncommon, while Interior Live Oak is co-dominant with Madrone, Knobcone Pine, and to a lesser extent Tan Oak. On north facing slopes and shadier areas, groves of Redwood and isolated Canyon Oak are also found. The lowest elevations near Helen Ave and Doolin Canyon Road likely represent a Black Oak alliance.

City of Ukiah staff in consultation with local volunteer biologists divided the WHWPA into three broad vegetation-type areas; Shrubland, Mixed Hardwoods, and Oak Woodland (Black Oak Alliance). South facing slopes are dominated by shrubs, north facing slopes tend to be mixed hardwoods, while a small area of oak woodland is found on the lowest slopes abutting Helen Ave and Doolin Canyon Drive. South facing slopes suggest an *Adenostoma fasciculatum* alliance dominated by Chamise with Toyon and *Ceanothus cuneatus*. At higher elevations Chaparral Pea and Yerba Santa are added to the mix. North facing slopes and draws are inhabited with mixed woodlands of Oak, Tanoak, Madrone, Knobcone Pine, Redwood, and California Bay Laurel. The areas of mixed hardwoods may represent a tapestry of varied Oak alliances including likely possibilities of "California black oak forest," "mixed oak forest," "oregon white oak woodland," and others, (A Manual of California Vegetation, 2nd Edition) but these suggestions should not be taken as definitive alliance identifications.

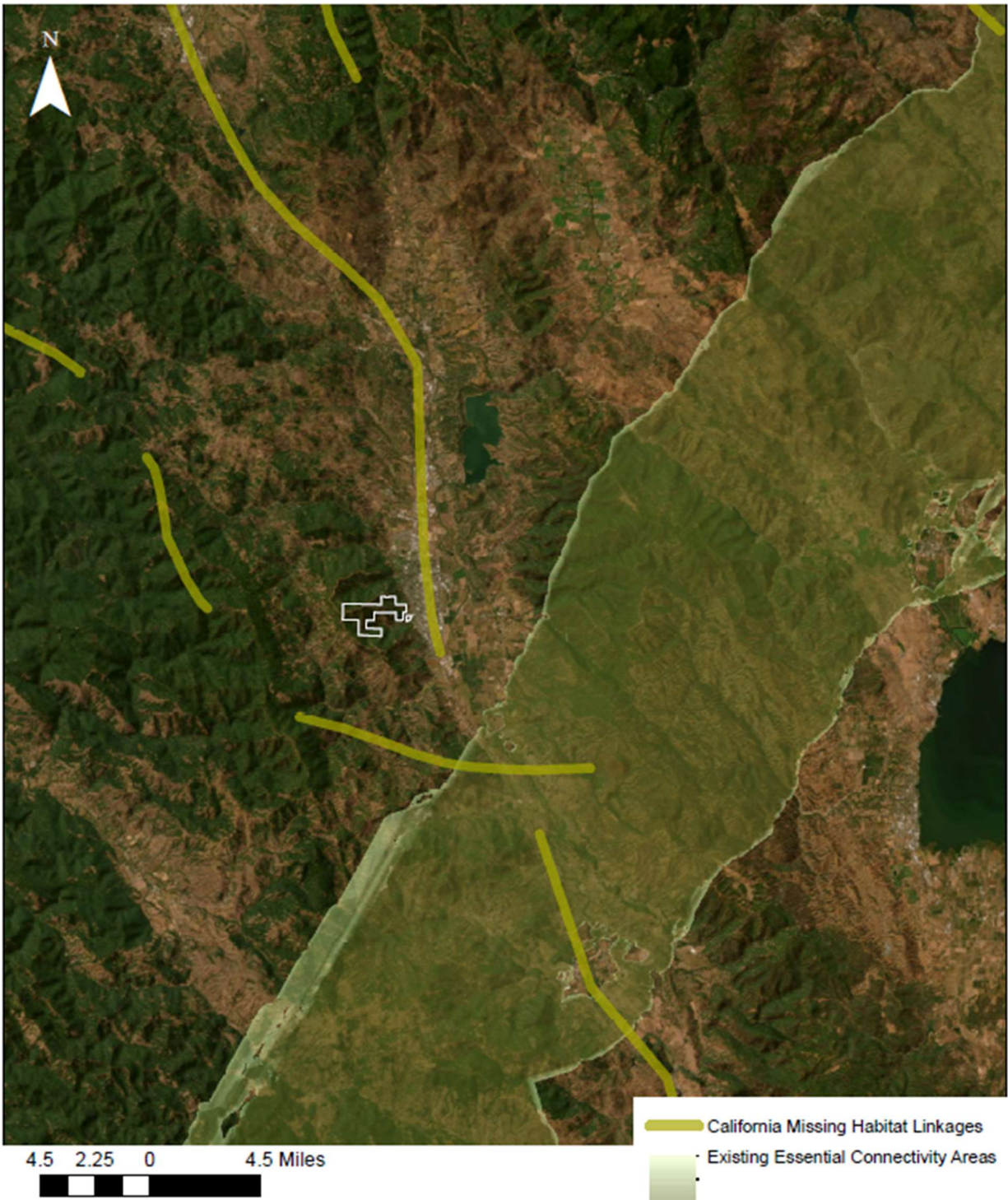
A tentatively identified specimen of *Arctostaphylos stanfordiana* ssp. *rachei* (Stanford's Manzanita) was found on the site. Stanford's Manzanita is a California rare plant with a rank of 1B.1 (rare, threatened, or endangered in CA and elsewhere). Additionally, *Lilium rubescens* is a perennial herb (bulb) that is native to California, and endemic (limited) to California. It has a California rare plant rank of 4.2 (limited distribution) and based on its widespread presence in a similar environment at on the western hills to the north, it is expected to be found growing in shadier areas of the WHWPA. Also of note, California Nutmeg and Chinquapin are present. Although locally unusual and interesting to the botanical community, they are not a species of special concern.

Habitat Connectivity:

The California Wilderness Coalition, The Nature Conservancy, U.S. Geological Survey, The Center for Reproduction of Endangered Species, and California State Parks have identified missing habitat linkages in California. “For many species to persist and to withstand environmental disturbances such as fire or climate change, isolated nature preserves will not suffice.” Habitat fragmentation reduces the permeability of the landscape to its flora and fauna. In California, urban sprawl, roads, and other forces split habitat into smaller segments. The WHWPA aligns with the Ukiah Valley missing habitat linkage. Exhibit 2 Western Hills Essential Habitat Connectivity shows the Ukiah Valley region and the existing ‘Essential Habitat Connectivity’ area comprising the Cow Mountain BLM Recreation Area and the greater Mendocino National Forest. The WHWPA lies adjacent to this essential zone and provides linkage from the remaining northern Ukiah Valley.

Exhibit 2:

Western Hills Essential Habitat Connectivity



Wildlife:

The WHWPA contains vegetation alliances that host a diverse array of species such as those listed in Exhibit 3; *Potential Endangered, Threatened, and Species of Concern*. Over 100 species of birds are expected to be present in the WHWPA based on eBird data collected at a nearby birding “hotspot” which shares a similar habitat (Exhibit 4). In consultation with members of the local Peregrine Chapter of the Audubon Society, the eBird “Cow Mountain BLM Valley View Trail” Hot Spot list was adapted to reflect the species of birds one can expect to find within the Western Hills Watershed Protection Area (see Exhibit 4 Expected Bird List). Local birding experts joined City staff on May 31st, 2023, to assess the site. A two and a half hour birding trip covering approximately 2.5 miles of road allowed for the observation of 28 species of birds. Additionally, Gordon Leppig’s 2019 site assessment noted areas that appear “to provide nesting and foraging habitat for the State and Federally threatened northern spotted owl (*Strix occidentalis ssp. caurina*). Birds likely to be seen on the WHWPA, not likely to be seen on the valley floor, include Mountain Quail, California Thrasher, Bell’s Sparrow, and Banded Pigeons. Isolated rock outcroppings could be occupied by Peregrine Falcons.

While the lower portions of Doolin Creek can potentially provide habitat for Federally endangered steelhead trout (*Oncorhynchus mykiss*), the WHWPA does not have year-round blue line streams to provide suitable habitat for these species. A number of drainages crisscross the property. The drainages are not riparian and initial assessments suggest no class 3 waterways.

The California Department of Fish and Wildlife (CDFW) records the status and locations of rare plants and animals. It makes this information available to natural resource professionals through the California Natural Diversity Database (CNDDDB). The CNDDDB database identified a rare animal species, the red-bellied newt or *Taricha rivularis*, near and possibly within the Western Hills along one or more of the creeks.

According to CDFW, “Red-bellied newts are a California Species of Special Concern and are endemic to California. They are found in redwood and coastal forests from southern Humboldt county to Lake and Sonoma counties”. They are mainly terrestrial but will breed in streams. Adults will head to streams to reproduce when the rain starts in the fall. This newt species has impressive longevity for an amphibian, estimated between 20 and 30 years. Their diet consists of many types of invertebrates. Furthermore, CDFW states, “agriculture and urban development pose a threat because of the alteration and degradation of streams these processes require. The development of natural areas can also bring more vehicle traffic which poses a serious threat to this small species, especially during migrations to breeding areas.” Currently, the CNDDDB has 136 red-bellied newt occurrences throughout its range.

Exhibit 3: Potential Endangered, Threatened, and Species of Concern

(From CDFW 9 Quad Species List; July 22) Search 9/28/2022

Element_Type	Scientific_Name	Common_Name	Federal_Status	State_Status	CDFW_Status	CA_Rare_Plant_Rank
Animals - Amphibians	Rana aurora	northern red-legged frog	None	None	SSC	-
Animals - Amphibians	Rana boylei	foothill yellow-legged frog	None	Endangered	SSC	-
Animals - Amphibians	Taricha rivularis	red-bellied newt	None	None	SSC	-
Animals - Birds	Accipiter gentilis	northern goshawk	None	None	SSC	-
Animals - Birds	Aquila chrysaetos	golden eagle	None	None	FP ; WL	-
Animals - Birds	Circus hudsonius	northern harrier	None	None	SSC	-
Animals - Birds	Elanus leucurus	white-tailed kite	None	None	FP	-
Animals - Birds	Ardea alba	great egret	None	None	-	-
Animals - Birds	Ardea herodias	great blue heron	None	None	-	-
Animals - Birds	Agelaius tricolor	tricolored blackbird	None	Threatened	SSC	-
Animals - Birds	Icteria virens	yellow-breasted chat	None	None	SSC	-
Animals - Birds	Pandion haliaetus	osprey	None	None	WL	-
Animals - Birds	Setophaga petechia	yellow warbler	None	None	SSC	-
Animals - Birds	Ammodramus savannarum	grasshopper sparrow	None	None	SSC	-
Animals - Birds	Melanerpes lewis	Lewis' woodpecker	None	None	-	-
Animals - Birds	Strix occidentalis caurina	Northern Spotted Owl	Threatened	Threatened	-	-
Animals - Fish	Cottus asper ssp.	Clear Lake prickly sculpin	None	None	SSC	-
Animals - Fish	Hesperoleucus venustus navarroensis	northern coastal roach	None	None	SSC	-
Animals - Fish	Hysterocarpus traskii lagunae	Clear Lake tule perch	None	None	SSC	-
Animals - Fish	Hysterocarpus traskii pomo	Russian River tule perch	None	None	SSC	-
Animals - Fish	Entosphenus tridentatus	Pacific lamprey	None	None	SSC	-
Animals - Fish	Oncorhynchus kisutch pop. 4	coho salmon - central California coast ESU	Endangered	Endangered	-	-
Animals - Fish	Oncorhynchus mykiss irideus pop. 16	steelhead - northern California DPS	Threatened	None	-	-
Animals - Fish	Oncorhynchus tshawytscha pop. 17	chinook salmon - California coastal ESU	Threatened	None	-	-
Animals - Insects	Bombus caliginosus	obscure bumble bee	None	None	-	-
Animals - Insects	Bombus occidentalis	western bumble bee	None	None	-	-
Animals - Mammals	Cervus canadensis nannodes	tule elk	None	None	-	-
Animals - Mammals	Arborimus pomo	Sonoma tree vole	None	None	SSC	-
Animals - Mammals	Erethizon dorsatum	North American porcupine	None	None	-	-
Animals - Mammals	Eumops perotis californicus	western mastiff bat	None	None	SSC	-

Animals - Mammals	<i>Pekania pennanti</i>	Fisher	None	None	SSC	-
Animals - Mammals	<i>Taxidea taxus</i>	American badger	None	None	SSC	-
Animals - Mammals	<i>Antrozous pallidus</i>	pallid bat	None	None	SSC	-
Animals - Mammals	<i>Corynorhinus townsendii</i>	Townsend's big-eared bat	None	None	SSC	-
Animals - Mammals	<i>Lasiurus blossevillei</i>	western red bat	None	None	SSC	-
Animals - Mammals	<i>Lasiurus cinereus</i>	hoary bat	None	None	-	-
Animals - Mammals	<i>Myotis yumanensis</i>	Yuma myotis	None	None	-	-
Animals - Mollusks	<i>Gonidea angulata</i>	western ridged mussel	None	None	-	-
Animals - Reptiles	<i>Emys marmorata</i>	western pond turtle	None	None	SSC	-
Community - Terrestrial	Northern Interior Cypress Forest	Northern Interior Cypress Forest	None	None	-	-
Community - Terrestrial	Serpentine Bunchgrass	Serpentine Bunchgrass	None	None	-	-
Plants - Bryophytes	<i>Entosthodon kochii</i>	Koch's cord moss	None	None	-	1B.3
Plants - Bryophytes	<i>Grimmia torenii</i>	Toren's grimmia	None	None	-	1B.3
Plants - Lichens	<i>Usnea longissima</i>	Methuselah's beard lichen	None	None	-	4.2
Plants - Lichens	<i>Ramalina thrausta</i>	angel's hair lichen	None	None	-	2B.1
Plants - Vascular	<i>Perideridia gairdneri</i> ssp. <i>gairdneri</i>	California Gairdner's yampah	None	None	-	4.2
Plants - Vascular	<i>Blennosperma bakeri</i>	Sonoma sunshine	Endangered	Endangered	-	1B.1
Plants - Vascular	<i>Hemizonia congesta</i> ssp. <i>calyculata</i>	Mendocino tarplant	None	None	-	4.3
Plants - Vascular	<i>Hemizonia congesta</i> ssp. <i>tracyi</i>	Tracy's tarplant	None	None	-	4.3
Plants - Vascular	<i>Lasthenia burkei</i>	Burke's goldfields	Endangered	Endangered	-	1B.1
Plants - Vascular	<i>Layia septentrionalis</i>	Colusa layia	None	None	-	1B.2
Plants - Vascular	<i>Lessingia hololeuca</i>	woolly-headed lessingia	None	None	-	3
Plants - Vascular	<i>Tracyina rostrata</i>	beaked tracyina	None	None	-	1B.2
Plants - Vascular	<i>Plagiobothrys lithocaryus</i>	Mayacamas popcornflower	None	None	-	1A
Plants - Vascular	<i>Streptanthus glandulosus</i> ssp. <i>hoffmanii</i>	Hoffman's bristly jewelflower	None	None	-	1B.3
Plants - Vascular	<i>Brasenia schreberi</i>	watershield	None	None	-	2B.3
Plants - Vascular	<i>Viburnum ellipticum</i>	oval-leaved viburnum	None	None	-	2B.3
Plants - Vascular	<i>Silene bolanderi</i>	Bolander's catchfly	None	None	-	1B.2
Plants - Vascular	<i>Carex comosa</i>	bristly sedge	None	None	-	2B.1
Plants - Vascular	<i>Arctostaphylos stanfordiana</i> ssp. <i>raichei</i>	Raiche's manzanita	None	None	-	1B.1
Plants - Vascular	<i>Astragalus breweri</i>	Brewer's milk-vetch	None	None	-	4.2
Plants - Vascular	<i>Trifolium buckwestiorum</i>	Santa Cruz clover	None	None	-	1B.1
Plants - Vascular	<i>Monardella viridis</i>	green monardella	None	None	-	4.3
Plants - Vascular	<i>Fritillaria agrestis</i>	stinkbells	None	None	-	4.2

Plants - Vascular	<i>Fritillaria purdyi</i>	Purdy's fritillary	None	None	-	4.3
Plants - Vascular	<i>Fritillaria roderickii</i>	Roderick's fritillary	None	Endangered	-	1B.1
Plants - Vascular	<i>Lilium rubescens</i>	redwood lily	None	None	-	4.2
Plants - Vascular	<i>Limnanthes bakeri</i>	Baker's meadowfoam	None	Rare	-	1B.1
Plants - Vascular	<i>Hesperolinon adenophyllum</i>	glandular western flax	None	None	-	1B.2
Plants - Vascular	<i>Malacothamnus mendocinensis</i>	Mendocino bush-mallow	None	None	-	1A
Plants - Vascular	<i>Cypripedium californicum</i>	California lady's-slipper	None	None	-	4.2
Plants - Vascular	<i>Cypripedium montanum</i>	mountain lady's-slipper	None	None	-	4.2
Plants - Vascular	<i>Piperia candida</i>	white-flowered rein orchid	None	None	-	1B.2
Plants - Vascular	<i>Kopsiopsis hookeri</i>	small groundcone	None	None	-	2B.3
Plants - Vascular	<i>Erythranthe nudata</i>	bare monkeyflower	None	None	-	4.3
Plants - Vascular	<i>Gratiola heterosepala</i>	Boggs Lake hedge-hyssop	None	Endangered	-	1B.2
Plants - Vascular	<i>Pleuropogon hooverianus</i>	North Coast semaphore grass	None	Threatened	-	1B.1
Plants - Vascular	<i>Leptosiphon acicularis</i>	bristly leptosiphon	None	None	-	4.2
Plants - Vascular	<i>Leptosiphon latisectus</i>	broad-lobed leptosiphon	None	None	-	4.3
Plants - Vascular	<i>Navarretia leucocephala</i> ssp. <i>bakeri</i>	Baker's navarretia	None	None	-	1B.1
Plants - Vascular	<i>Ranunculus lobbii</i>	Lobb's aquatic buttercup	None	None	-	4.2
Plants - Vascular	<i>Ceanothus confusus</i>	Rincon Ridge ceanothus	None	None	-	1B.1
Plants - Vascular	<i>Horkelia bolanderi</i>	Bolander's horkelia	None	None	-	1B.2

FP= Fully
 Protected
 SSC = Species of Special
 Concern
 WL =
 Watch List

Exhibit 4: Expected Bird List

Western Hills Watershed Protection Area Expected Bird List

1. Acorn Woodpecker	41. Golden-crowned Sparrow	81. Say's Phoebe
2. American Crow	42. Great Horned Owl	82. Sharp-shinned Hawk
3. American Goldfinch	43. Hairy Woodpecker	83. Song Sparrow
4. American Kestrel	44. Hermit Thrush	84. Spotted Towhee
5. American Robin	45. Hooded Merganser	85. Steller's Jay
6. Anna's Hummingbird	46. House Finch	86. <u>Swainson's</u> Thrush
7. Ash-throated Flycatcher	47. House Wren	87. Townsend's Warbler
8. Bald Eagle	48. Hutton's Vireo	88. Tree Swallow
9. Band-tailed Pigeon	49. Lawrence's Goldfinch	89. Turkey Vulture
10. Barn Swallow	50. Lazuli Bunting	90. Varied Thrush
11. Bell's Sparrow	51. Lesser Goldfinch	91. Vaux's Swift
12. <u>Bewick's</u> Wren	52. Lewis's Woodpecker	92. Violet-green Swallow
13. Black Phoebe	53. Lincoln's Sparrow	93. Warbling Vireo
14. Black Swift	54. MacGillivray's Warbler	94. Western Bluebird
15. Black-headed Grosbeak	55. Merlin	95. Western Kingbird
16. Black-throated Gray Warbler	56. Mountain Quail	96. Western Meadowlark
17. Blue-gray Gnatcatcher	57. Mourning Dove	97. Western Tanager
18. Brewer's Blackbird	58. Nashville Warbler	98. Western Wood-Pewee
19. Brown Creeper	59. Northern Flicker	99. White-breasted Nuthatch
20. Brown-headed Cowbird	60. Northern Harrier (SSC)	100. White-crowned Sparrow
21. Bullock's Oriole	61. Northern Mockingbird	101. White-tailed Kite (FP)
22. Bushtit	62. Northern Pygmy-Owl	102. White-throated Sparrow
23. California Quail	63. Nuttall's Woodpecker	103. Wild Turkey
24. California Scrub-Jay	64. Oak Titmouse	104. Willow Flycatcher
25. California Thrasher	65. Olive-sided Flycatcher	105. Wilson's Warbler
26. California Towhee	66. Orange-crowned Warbler	106. <u>Wrentit</u>
27. Cassin's Vireo	67. Pacific Wren	107. Yellow Warbler (SSC)
28. Cedar Waxwing	68. Pacific-slope Flycatcher	108. Yellow-breasted Chat (SSC)
29. Chestnut-backed Chickadee	69. Peregrine Falcon	109. <u>Yellow-rumped</u> Warbler
30. Chipping Sparrow	70. Pileated Woodpecker	
31. Cliff Swallow	71. Pine Siskin	SSC = Species of Special Concern
32. Common Raven	72. Purple Finch	FP = Federally Protected
33. Cooper's Hawk	73. Red-breasted Nuthatch	WL = Watch List
34. Dark-eyed Junco	74. Red-breasted Sapsucker	
35. Downy Woodpecker	75. <u>Red-naped</u> Sapsucker	
36. Eurasian Collared-Dove	76. Red-shouldered Hawk	
37. European Starling	77. Red-tailed Hawk	
38. Fox Sparrow	78. Ruby-crowned Kinglet	
39. Golden Eagle (<u>FP;WL</u>)	79. Rufous Hummingbird	
40. Golden-crowned Kinglet	80. Rufous-crowned Sparrow	

*The Expected Bird List is based on the eBird "Cow Mountain BLM Valley View Trail" Hot Spot list accessed on September 23, 2022. Special Thanks to Roger Foote, George Gibbs, and Chuck Vaughn for assistance in modifying the list to reflect the habitats of the Western Hills Watershed Protection Area

Watersheds:

All 763 acres of the Western Hills WHWPA falls within the hydrologic regional Russian River watershed area see Exhibit 6 Watersheds and Rivers. The Russian River watershed encompasses 1,485 square miles of land and 110 miles of river. It includes 238 streams and creeks and 63 fish species. According to the California Water Board, “the river flows southward from Redwood and Potter valleys to its confluence with Mark West Creek, where it turns west to cut through the coast range and empty into the Pacific Ocean in Jenner.” Current issues in the watershed include bacterial quality, toxic blue-green algae blooms, polluted runoff from urban and agricultural areas, high water temperatures, altered sediment levels, and concerns over the amount, location, and timing of water diversions. Conservation efforts in this region aim to greatly reduce the degradation of the river as it is an important water source and valued habitat for riparian ecosystems.

Exhibit 5:

Western Hills Watersheds & Rivers



Soil Description:

The Soil Survey for *Mendocino County, Eastern Part and Southwestern Part of Trinity County, California* identifies six soils within the WHWPA property. Of the six soils present, the WHWPA is primarily comprised of Hopland-Whohly loams (50-70% slopes) and Maymen-Etsel-Snook complex (30-75% slopes) see Exhibit 6 Soil Survey. Notably, no serpentine soils have been found in the WHWPA.

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
116	Cumiskey gravelly loam, 30 to 75 percent slopes	54.9	7.2%
141	Hopland loam, 30 to 50 percent slopes, high ffd	73.8	9.7%
142	Hopland loam, 50 to 75 percent slopes, high ffd	28.1	3.7%
151	Hopland-Whohly loams, 50 to 75 percent slopes	312.3	40.9%
160	Maymen-Etsel-Snook complex, 30 to 75 percent slopes, high ffd	266.2	34.9%
210	Urban land	0.2	0.0%
211	Witherell-Hopland-Ashokawna complex, 50 to 75 percent slopes, high ffd	28.0	3.7%
Totals for Area of Interest		763.5	100.0%

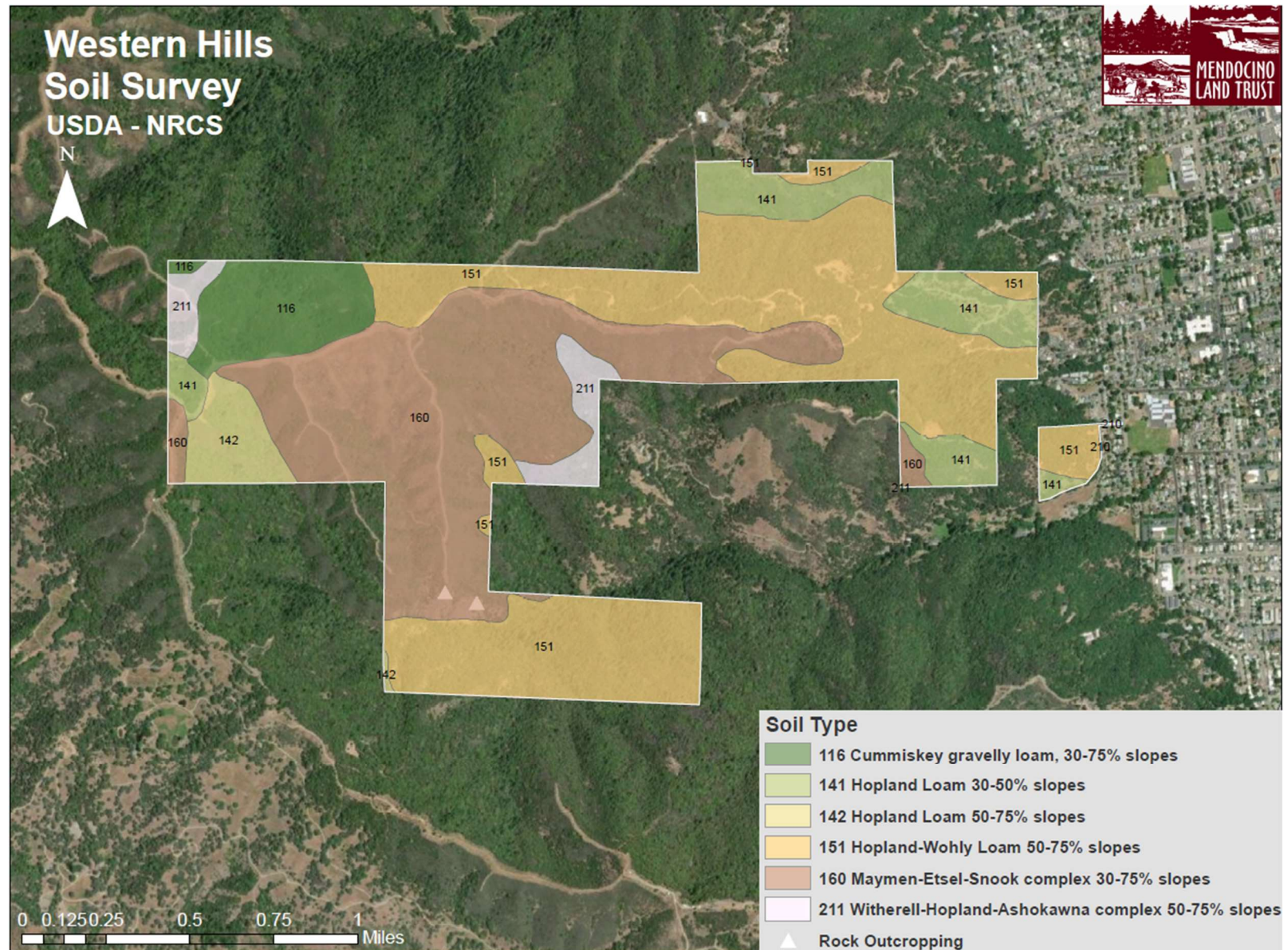


Exhibit 6

Fire Severity:

Every year the California Department of Forestry and Fire Protection (CalFire) publishes Fire Severity Maps for all of California. This data is based on fuel loading, slope, fire weather, and other relevant factors, including areas where the department has identified winds as a major cause of wildfire spread. The western hills of Ukiah are known to be a severe fire hazard, as they have not burned in decades and hold large amounts of fuel, see Exhibit 7 Fire Severity. CalFire defines ‘Hazard’ as the physical conditions that create a likelihood of expected fire behavior over a 30 to 50-year period.

The County of Mendocino and the City of Ukiah have been actively engaging with CalFire, the Ukiah Valley Fire Authority, and other stakeholder groups to review, develop, and implement fire prevention and mitigation measures for the Ukiah Valley. The WHWPA underwent a prescribed burn on the western portion of the property in 2019. The areas treated with prescribed burn are highlighted in Exhibit 8 Fire Severity Map. On May 17, 2023 Mendocino County Resource Conservation District foresters Doug Kirk and Adam Coleman joined City staff for a site visit to better inform this report. Further fire management of the forests on this WHWPA will aid in protecting the Ukiah Valley from future catastrophic wildfires.

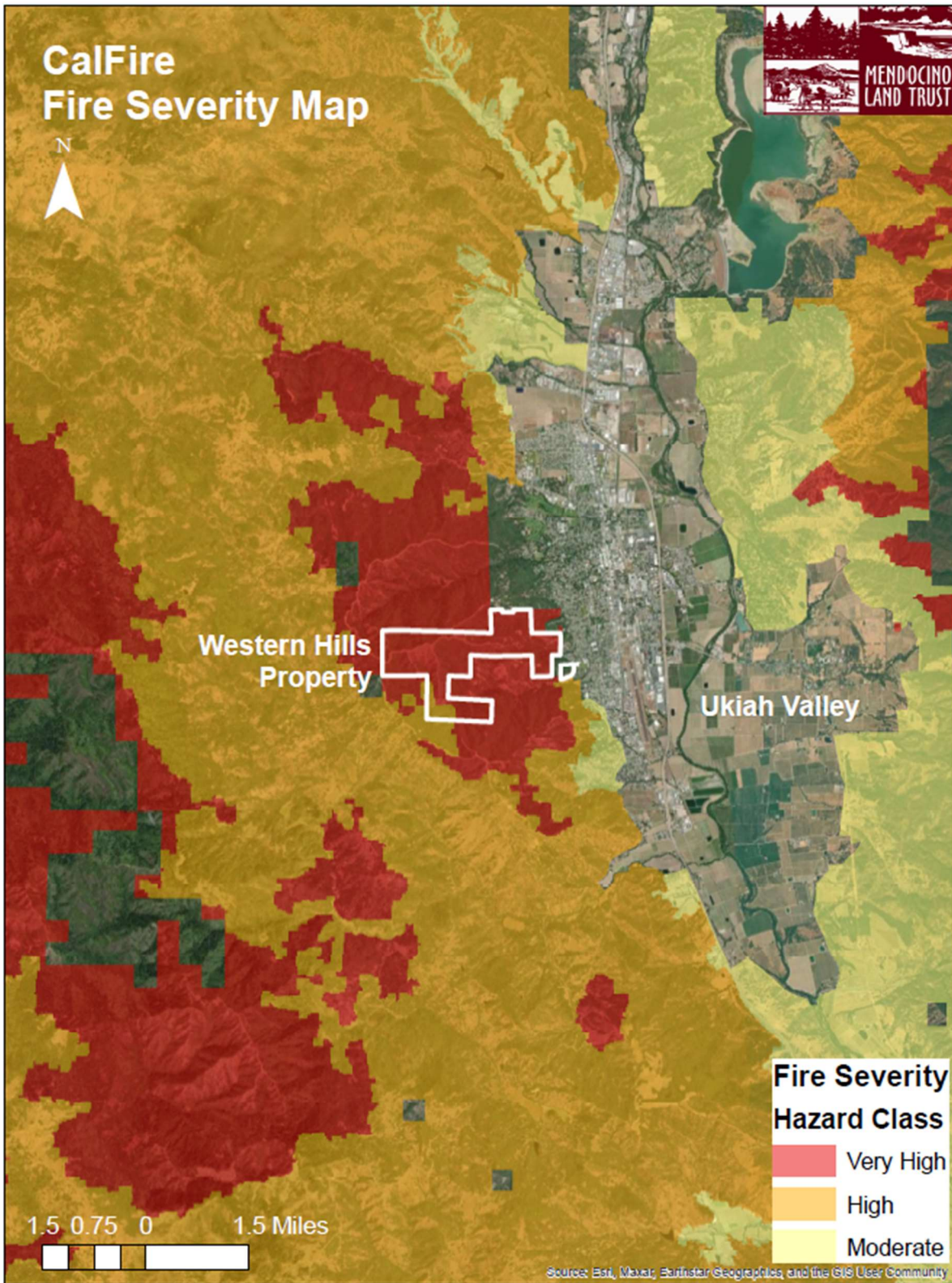
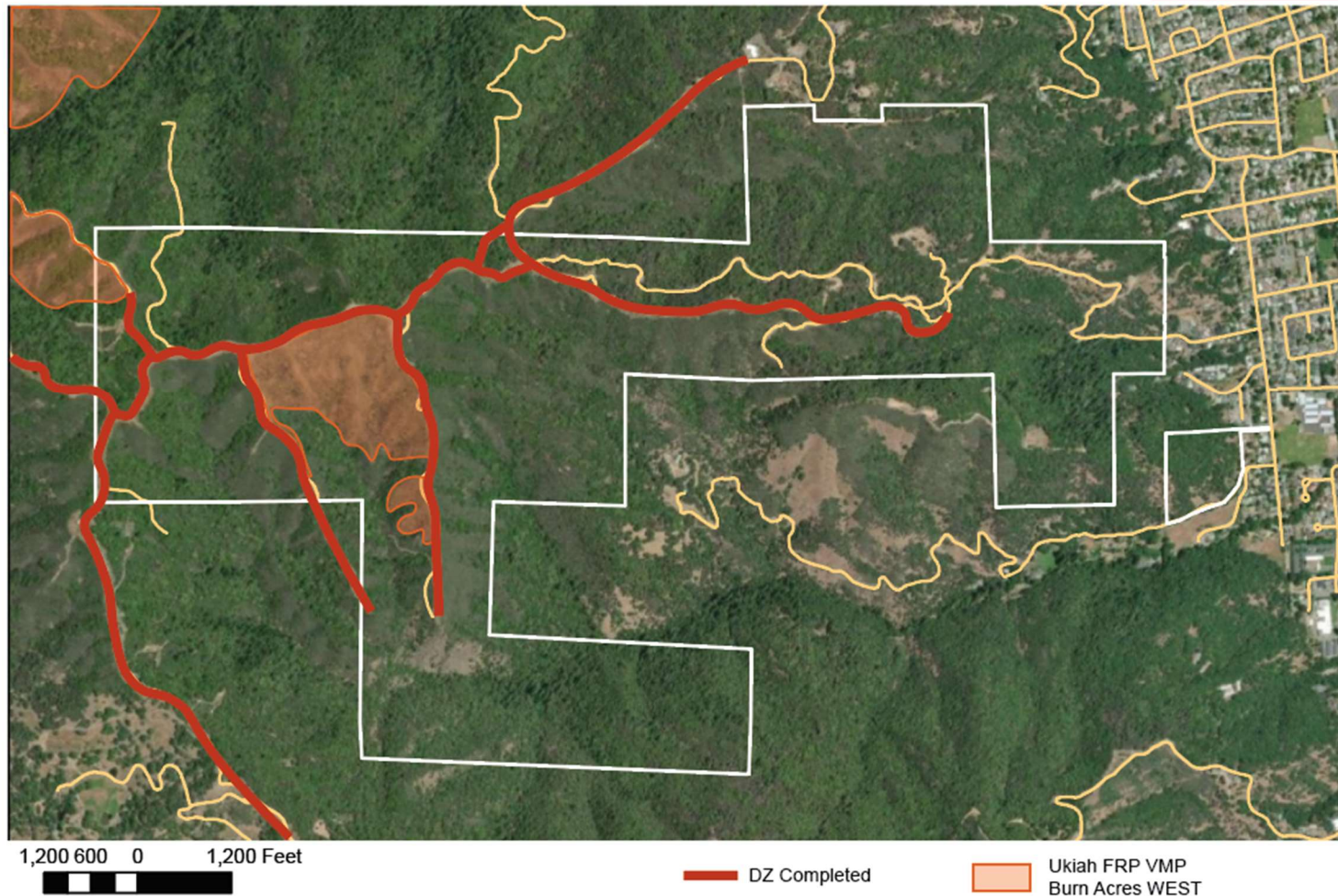


Exhibit 7:

Exhibit 8:

**Western Hills
Completed Prescribed Burns**



Current Developments:

Roads

The WHWPA has five and a half miles of dirt roads primarily located along ridge lines. These roads function as fire breaks inside the WHWPA. The roads have a traditional design utilizing in-slopes draining to ditches that then feed water to culverts. The *Handbook for Forest and Ranch and Rural Roads* (Revised First Edition, 2015) recommends a more modern approach incorporating rolling dips and graded to an out-slope reducing erosion by allowing water to sheet off the road.

In many places the in-sloped roads lack the required drainage ditches leading to culverts. Consequently, water flowing down will tend to create erosive, water collecting ruts. Water bars placed prior to this last year's storms performed admirably, but ultimately were inadequate to the task. Erosion occurred and many of the existing water bars filled with silt in this first year. Road work should be considered to upgrade these water bars or consider alternate forms of drainage such as ditch relief culverts, rolling dips, and crossroad drains. Alternatively, realignments of the steepest sections of road may provide long term cost and environmental benefit while rendering the site more accessible.

Leases

One lease exists on the WHWPA, Ukiah Wireless - WiFiber. This lease is located at the coordinates (39.136218, -123.232346) and seen on Exhibit 1 Base map. A fifteen square foot easement exists on the WHWPA to install equipment and infrastructure for providing high-speed internet to Ukiah Valley residents. All equipment installed must have prior approval by the property owner. Additionally, equipment must be installed at least twenty feet from the centerline road to maintain existing road access.

Cannabis Grows

Multiple reports of illegal cannabis grow sites were received. However, no illegal grows or detritus from prior grows has been found. Neighboring properties can be seen to have infrastructure consistent with cannabis grow sites. Site visits were confined primarily to the roadways. Most of the drainages on the WHWPA are likely too high and dry to be a good source of year-round water and therefore are not expected to be home to abandoned tanks or irrigation. Further assessment of the drainages should be performed and monitored to assure no new incursions occur.

Potential Developments:

The City plans to place water tanks with associated infrastructure for fire protection, likely at (39.13161, -123.21612) see Exhibit 1 Base map.

Recommendations:

Fire Mitigation

Addressing the reality of fire risk is an immediate need. Staff have begun to consult with the Ukiah Unified Fire District, Calfire, and the Mendocino County Fire Safe Council to quickly develop and implement a fire mitigation plan. Currently, several funding opportunities are available to help property owners reduce wildfire risk. CalFire offers a Wildlife Protection Grants Program that releases funding every year. The USDA Natural Resources Conservation Service's Environmental Quality Incentives Program (EQIP) is available through the Mendocino County Resource Conservation District. It is a reimbursement program for landowners wanting to conduct fire mitigation and fuel reduction projects. Additionally, the California Fire Safe Council Administers U.S Forest Service State Fire Assistance (SFA) grant programs and offers a variety of other federal, state, and private funding opportunities.

Road Building and Maintenance

A road maintenance plan will need to be developed. These efforts will also need to be coordinated with fire professionals. Site access is a major concern for fire fighters, nevertheless, a cost benefit of road system utility should be considered to include the possibility of de-commissioning some of the roads.

Once initial maintenance cost estimates are established, the costs and potential long-term savings of realigning the roads can be explored. Realigning roads to more appropriate grades will decrease long term maintenance costs while improving site accessibility. The City's Streets and Parks teams will need to collaborate to address immediate maintenance needs prior to the next rainy season.

Trespass and Illegal Activity Monitoring

Trespass and illegal activity are not currently a significant problem. However, an ongoing monitoring system should be established. Gates at each of the entry points should have City locks added to them and a neighbor contact list built and maintained to coordinate access issues and allow for emergency egress for neighbors.

Travel time from City Hall to the western end of the project and back is approximately two hours. Ideally, monitoring should happen once a week. To save City staff time in performing these rounds, a Volunteer Steward Program might be developed. Wildlife cams should be placed at strategic locations and checked routinely to monitor for trespass.

Invasive Plant Control

A thorough assessment of existing invasive plants is beyond the resources available for this baseline document. City staff were able to identify a few invasive plants. Botanists who visited

the site did not express undue concern about the invasives, however it was not the focus of their visits. French broom (*Genista monspessulana*) is the most concerning invasive. Although currently limited to the lowest elevations of the property, it is highly invasive and is highly flammable. At a minimum, efforts should be made to confine its spread if not eliminate it from the property. Containment will require an ongoing effort. Star Thistle (*Centaurea diluta*) is also found along most of the sunnier sections of roads and a plan for containment should be explored.

Recreation and Public Access

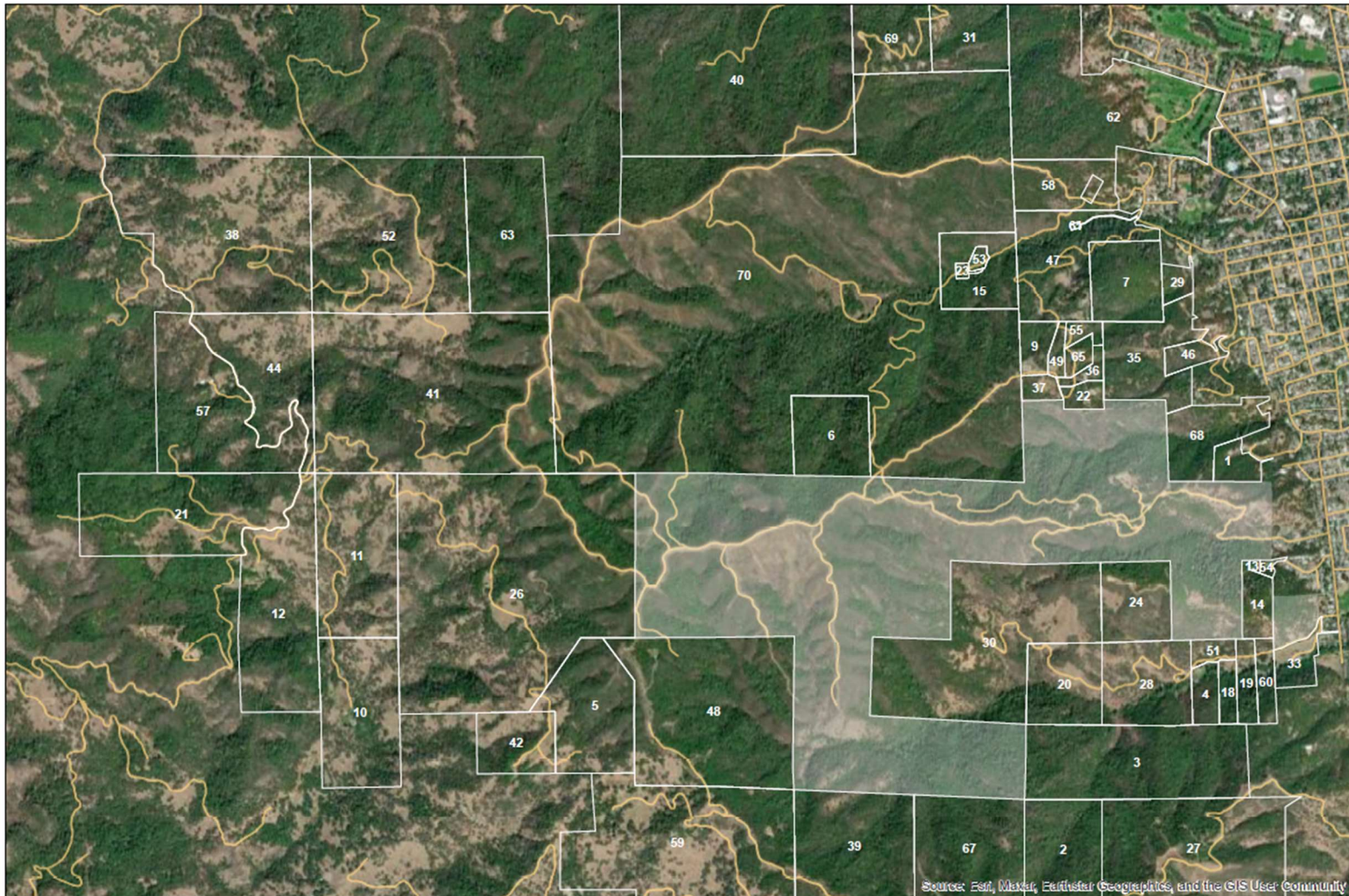
The general public of the Ukiah Valley have limited access to open spaces. The WHWPA has the potential for public access. The proximity of the WHWPA to a population center makes it a logical place for public access. Although there are a few species of special concern, overall, the site is not a “sensitive” habitat. Currently, the existing roads are prohibitively steep for all but the hardest hikers. Docent led outings with 4-wheel drive vehicles could be made available in the short term. At the time of this writing, access points are limited to City staff at San Jacinta Avenue and Redwood Avenue.

Opening the area to the general public would involve identifying more suitable access points and building trail heads and trails. Hiking, mountain biking, and nature viewing are the most likely candidates for this kind of recreational access. Although horseback riding and off-roading are theoretically possible, both activities require significantly more resources including large parking lots that are completely separate from public streets. The cost of building and maintaining trails and bridges for motorized or equestrian use is significantly higher. Providing appropriate parking is likely too high a barrier to inclusion of equestrian and 4-wheeler use by itself.

Additionally, local Native American culture bearers have expressed interest in having access to City owned lands to pursue and pass on traditional cultural practices. A pilot program could be developed to allow this activity as part of the Volunteer Steward Program mentioned in the Trespass and Illegal Activity Monitoring section.

Exhibit 9

Western Hills Neighboring Parcels



Neighboring Parcels

OBJECTID

OWNER

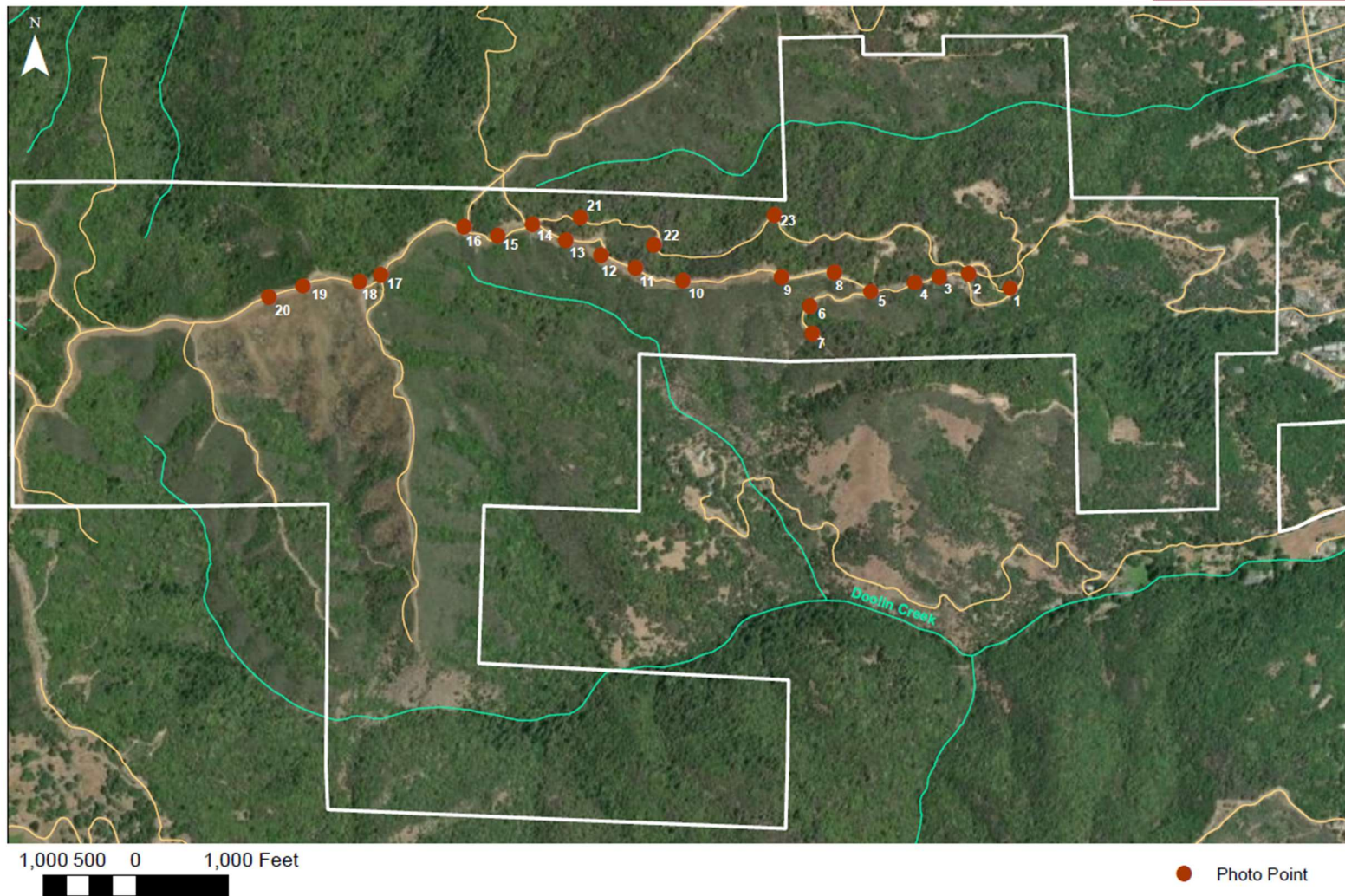
1 BELTRAMI ROBERT R
2 BROOKE CLAUDE L &
JANICE E
3 BROOKE CLAUDE L 1/7
4 BUCHANAN JOHN W
SR & JOANN
5 CARON GAETAN
6 CASTRO FRANCISCO &
REBECCA
7 CAVALIN GREGORY G
& LISA
8 CEJA CELSO
9 CEJA ISMAEL
10 CHANEY GERALD R &
WINONA A
11 CHANEY GERALD
RALPH & WINO
12 CHANEY JARED R &
BETHANY M
13 CHINN JEANNE TTEE
14 CITY OF UKIAH
15 CITY OF UKIAH THE
16 COUNTY OF
MENDOCINO
17 CROWN CASTLE GT
COMPANY LL
18 DAVIS ROMILDA
HUMMEL
19 DILL DENNIS C &
CHRISTINE
20 DIVIJATI
21 DORY ROBERT H &
LORETTA TT
22 EDWARDS WILLIAM
23 EIFFERT REX TTEE 1/2
24 ELLISON JIMMY
25 FORD LARRY TTEE
26 GALTIERI CESARE A
TTEE

27 GARZINI RICK L TTEE
28 GASKIN JOHN
THOMPSON & JEN
29 GEIGER MARY J TTEE
1/2
30 GRAVES STEPHEN G &
MARIA
31 HALE CHRISTOPHER M
TTEE
32 HEDERICH FAMILY
TRUST THE
33 HENRIE PATRICK &
JOANN
34 HERRERA PEDRO A
SANCHEZ
35 HUFF GRAYDEN DRAY
1/2
36 HULL DAVID J
37 IBRAHIM ZIYAD A &
KATHLEEN
38 JAMISON WILLIAM L
UND 1/4
39 KAEHLER ROGER L &
AGNES E
40 KAMP MARTIN TTEE
41 KASHOU MARIO
MICHAEL TTEE
42 KASHOU MARIO
MICHEL 1/2
43 KASSAR BARAK TTEE /
44 MAZZANTI RICHARD
ANGELO TT
45 MINFORD CARLY
46 MORENO ANTONIO
CISNEROS 1/
47 NIX JAMES R & ANNE
M TTEES
48 NUI RISING MOON
TRUST
49 PIFFERO RODERICK C
50 PINOLEVILLE
RANCHERIA OF P
51 PORTNOFF JON S 1/2

52 PRAX ROGER M TTEE /
53 REX JOHN H
54 ROGERS JOHN D &
DELYNNE H
55 SANDOVAL ANTONIO
& DANIA E
56 SCOTT CHRISTOPHER
DAVID 1/
57 SOMMERS DANNY &
MARY
58 STRICKLAND DONALD
V & CARO
59 STUTSMAN JERRY S
1/3
60 SWETT CYMBRE L
THOMAS & KR
61 UKIAH CITY OF
62 UKIAH CITY OF
63 VACANT
64 VAGT KIM FRANKLIN
65 VANWINKEL STEFAN
66 VGSR LP 43.46%
67 WALLS CHRISTOPHER
E & MELI
68 WERRA ROBERT J &
MARLENE T
69 WHEELER VENUS A
70 WILDBERGER BONNIE
L TTEE 1

Exhibit 10:

Western Hills
Photo Point Map



Record of Photographs

Photograph Number	Location Number	Description	Location Coordinates
1	1	<i>Looking East towards Ukiah. These coordinates are where the Ukiah city limits begin.</i>	39.089, -123.33
2	2	<i>Road conditions after rain.</i>	39.081, -123.133
3	3	<i>Water bar conditions in the eastern portion of the WHWPA.</i>	39.081, -123.1339
4	4	<i>Erosion on roads, walking west from Location Number 3.</i>	39.136, -123.228
5	5	<i>View looking north at old fire break road. Very steep path. Views of scrub brush and pines.</i>	39.1358, -123.229
6	6	<i>View of side road southwest of main route. Approaching WHWPA boundary.</i>	39.1354, -123.231
7	7	<i>View looking south to adjacent property. End of side road.</i>	39.134, -123.231
8	8	<i>Back on main route, view looking west toward Lookout Point. Steep elevation, scrub brush on south side of path, pine grove on north side.</i>	39.136, -123.232
9	9	<i>Cell phone tower lease, Wi-Fiber.</i>	39.136, -123.2322
10	9	<i>Southern view from cellphone tower.</i>	39.136, -123.2322
11	9	<i>Southeastern view from cellphone tower. View of adjacent Doolin Creek and Ukiah Valley.</i>	39.136, -123.2322
12	10	<i>View looking west with Lookout Point at the very top.</i>	39.136, -123.235
13	11	<i>View of Hull Mountain to the northeast through pines.</i>	39.136, -123.236
14	11	<i>Severe water damage to road.</i>	39.136, -123.236

15	12	<i>Halfway up the climb to Lookout Peak. Views directly east show Snow Mountain.</i>	39.1366, - 123.237
16	13	<i>Approaching northern Property boundary. Ahead the four road cross is seen. One road goes northeast to adjacent property. One switches back east, running parallel to the main ridgeline road.</i>	39.137, - 123.238
17	14	<i>Four road cross. Left side of the image shows the main route heading uphill. Right side of the image shows road heading north to adjacent private property.</i>	39.137, - 123.239
18	14	<i>Road to private property to the north.</i>	39.137, - 123.239
19	14	<i>Road leading back east down elevation. We will traverse this route on the way back down in elevation to the city limit line.</i>	39.137, - 123.239
20	15	<i>Stand of leaning pines on northern edge of property boundary.</i>	39.137, - 123.2406
21	16	<i>View east of thick pine grove. Left road is another route to private property road to the north. Note water erosion on roads.</i>	39.137, - 123.241
22	17	<i>Small skid road leading south. Views of adjacent hills, Doolin Creek and southern Ukiah Valley.</i>	39.136, - 123.244
23	18	<i>View of prescribed burn site on western portion of WHWPA and road leading along the ridge.</i>	39.136, - 123.24476
24	18	<i>Prescribed burn site.</i>	39.136, - 123.24476
25	19	<i>View looking south where a skid road is seen on the ridge. This road is the eastern boundary of the prescribed burn. Looking south where brush becomes taller, this is the southern boundary of the prescribed burn.</i>	39.135, - 123.246
26	19	<i>Prescribed burn site on right side of image. Ukiah Valley and eastern hills in the background.</i>	39.135, - 123.246

27	20	<i>Another view of the skid road along eastern portion of burn.</i>	39.1356, - 123.247
28	20	<i>View looking west, prescribed burn on left side of road. Ahead to the left is another road that travels off to an adjacent private property.</i>	39.1356, - 123.247
29	21	<i>Facing east, heading back downhill on the side road.</i>	39.137, - 123.238
30	22	<i>Example of the density of thick immature stands of trees that exist throughout the WHWPA.</i>	39.136, - 123.236
31	23	<i>View facing northeast of Ukiah Valley, Hull and Snow Mountain.</i>	39.137, - 123.232

WHWPA Photographs



Photo 1. Location 1: Looking East towards Ukiah from the property boundary.



Photo 2. Location 2: Road conditions after rain.



Photo 3. Location 3: Water bar conditions in the eastern portion of the WHWPA.



Photo 4. Location 4: Erosion on roads, walking west from Location Number 3.



*Photo 5. Location 5: View looking north at old fire break road. Very steep path.
Views of scrub brush and pines.*



Photo 6. Location 6: View of side road southwest of main route. Approaching WHWPA boundary.



Photo 7. Location 7: View looking south to adjacent property. End of side road.



Photo 8. Location 8: Back on main route, view looking west toward Lookout Point. Steep elevation, scrub brush on south side of path, pine grove on north side.



Photo 9. Location 9: Cell phone tower lease, Wi-Fiber.



Photo 10. Location 9: Southern view from cellphone tower.



Photo 11. Location 9: Southeastern view from cellphone tower. View of adjacent Doolin Creek and Ukiah Valley.



Photo 12. Location 10: View looking west with Lookout Point at the very top.



Photo 13. Location 11: View of Hull Mountain to the northeast through pines.



Photo 14. Location 11: Severe water damage to road.



Photo 15. Location 12: Halfway up the climb to Lookout Peak. Views directly east show Snow Mountain.



Photo 16. Location 13: Approaching northern Property boundary. Ahead the four road cross is seen. One road goes northeast to adjacent property. One switches back east, running parallel to the main ridgeline road.



Photo 17. Location 14: Four road cross. Left side of the image shows the main route heading uphill. Right side of the image shows road heading north to adjacent private property.



Photo 18. Location 14: Road to private property to the north.



Photo 19. Location 14: Road leading back east down elevation. We will traverse this route on the way back down in elevation to the city limit line.



Photo 20. Location 15: Stand of leaning pines on northern edge of WHWPA boundary.



Photo 21. Location 16: View east of thick pine grove. Left road is another route to private property road to the north. Note water erosion on roads.



Photo 22. Location 17: Small skid road leading south. Views of adjacent hills, Doolin Creek and southern Ukiah Valley.



Photo 23. Location 18: View of prescribed burn site on western portion of WHWPA and road leading along the ridge.



Photo 24. Location 18: Prescribed burn site



Photo 25. Location 19: View looking south where a skid road is seen on the ridge. This road is the eastern boundary of the prescribed burn. Looking south where brush becomes taller, this is the southern boundary of the prescribed burn.



Photo 26. Location 19: Prescribed burn site on right side of image. Ukiah Valley and eastern hills in the background.



Photo 27. Location 20: Another view of the skid road along eastern portion of burn.



Photo 28. Location 20: View looking west, prescribed burn on left side of road. Ahead to the left is another road that travels off to an adjacent private property.



Photo 29. Location: 21: Facing east, heading back downhill on the side road.



Photo 30. Location 22: Example of the density of thick immature stands of trees that exist throughout the WHWPA.



Photo 31. Location 23. View facing northeast of Ukiah Valley, Hull and Snow Mountain.

References:

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Acknowledgements:

On behalf of the City of Ukiah I would like to thank the many people who volunteered their time and contributed to this baseline assessment.

Neil Davis
Community Service Director
City of Ukiah

Bob Neale – Sonoma Land Trust
Anna Bride – Mendocino Land Trust
Nichole Houtz – Mendocino Land Trust
Doug Kirk – Mendocino County Resource Conservation District
Adam Coleman - Mendocino County Resource Conservation District
Andrea Davis – Sanhedrin Chapter CNPS
Jim Xerogeanes – Sanhedrin Chapter CNPS
Chief Doug Hutchison – Ukiah Valley Fire Authority
Scott Cratty – Mendocino Fire Safe Council
Tim Eriksen – City of Ukiah Public Works
Chuck Vaughn – Peregrine Chapter, Audubon Society

Kristine Lawler

Subject: 14a Correspondence Received - John and Delynne Rogers

-----Original Message-----

From: John Rogers <johnrogers8200@gmail.com>

Sent: Saturday, July 29, 2023 2:12 PM

To: Kristine Lawler <klawler@cityofukiah.com>

Cc: Mari Rodin <rodin@pacific.net>; Mari Rodin <mrodin@cityofukiah.com>; Neil Davis <ndavis@cityofukiah.com>

Subject: Aug 2 City Council Meeting Item 14A

Dear Ms. Lawler,

We received a notification via email regarding the Aug 2 city council meeting. We would like to comment on agenda item 14A - Receive and Accept as Complete a Baseline Assessment of the Western Hills Watershed Protection Area (WHWPA). We live at the end of San Jacinta Drive adjacent to the area of the western hills baseline assessment. Unfortunately we will be out of town for the meeting, so we are forwarding our comments to you.

We appreciate the work of Neil Davis and the Mendocino Land Trust on their assessment. We have a concern about the issue of accessibility in the report. The report states "Potential future public access to the WHWPA could be via Hillview Avenue, San Jacinta Drive, Helen Avenue, and/or Doolin Canyon Drive." We want the city council to understand that San Jacinta Drive does not connect to the WHWPA. In order to gain access to the area via San Jacinta Drive, one must use the private driveway at the end of San Jacinta Drive. This private driveway is on our property and we have not granted public access.

While we understand that public access is not an issue for this hearing, we want to make sure that this is clearly understood. We appreciate city staff reaching out to us earlier about this issue. We have met on two occasions and hope to continue our dialogue in the future.

Thank you for your consideration.

John and Delynne Rogers
345 San Jacinta Dr.

Kristine Lawler

Subject: 14a Correspondence Received - Jeanne Wetzel Chinn

-----Original Message-----

From: Jeanne Chinn <jeannechinn@gmail.com>

Sent: Monday, July 31, 2023 12:39 PM

To: Kristine Lawler <klawler@cityofukiah.com>

Cc: Mari Rodin <rodin@pacific.net>; Neil Davis <ndavis@cityofukiah.com>

Subject: Ukiah City Council Meeting 8/2 - Comment Letter on Item 14A

Dear Ms. Lawler,

Please accept my comments regarding Item 14A on the agenda for the City Council Meeting to be held August 2, 2023.

Item 14A - Receive and Accept as Complete a Baseline Assessment of the Western Hills Watershed Protection Area (WHWPA). I live at the western end of San Jacinta Drive adjacent to the Western Hills Baseline Assessment Area. There is an inaccuracy in the Report related to the issue of accessibility.

First, I want to thank Neil Davis and the Mendocino Land Trust for their work in creating the Baseline Assessment of the WHWPA. Please note that San Jacinta Drive does not connect to the WHWPA, nor provide access to the WHWPA.

The report states "Potential future public access to the WHWPA could be via Hillview Avenue, San Jacinta Drive, Helen Avenue, and/or Doolin Canyon Drive." Beginning on the property owned by John and Delynn Rogers at 345 San Jacinta Drive, San Jacinta Drive becomes a private driveway. I have access via the Rogers' easement to reach my home at 395 San Jacinta Drive. This is a private driveway and does not include public access. I have also not granted public access on the easement being developed through my property.

Although the purpose of this hearing is not to discuss public access, it is best to know the facts upfront. I request that this Northwestern section of San Jacinta Drive be deleted from the Report as potential future public access to the WHWPA. Along with the Rogers, we met with City staff on two occasions this past spring to discuss access to the WHWPA and potential trails. I appreciate city staff reaching out to the Rogers and myself, and hope we can continue our conversations for protection and preservation of our beloved western hills into the future.

Thank you.

Jeanne Wetzel Chinn
395 San Jacinta Drive



AGENDA SUMMARY REPORT

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

DEPARTMENT: Finance

PREPARED BY: Dan Buffalo, Finance Director

PRESENTER: Dan Buffalo, Finance Director

ATTACHMENTS:

1. Investment Policy_June 2023
2. California Quietly Shelves \$15 Billion Pension Divestment Bill - Bloomberg
3. California pensions_ Will CalPERS stop investing in fossil fuels_ - CalMatters
4. 14b Correspondence Received - Eileen Mitro
5. 14b Correspondence Received - Steve Scalmanini

Summary: The Council will discuss individual fixed income securities investment preferences related to the holding of debt instruments issued by petroleum companies within the City's idle funds investment portfolio.

Background: During its review and consideration of changes to the City's investment portfolio and investment policy at the regular meeting on June 21, 2023, the Council desired further opportunity to discuss specific fixed income securities in the City's investment portfolio related to petroleum companies.

Discussion: The City's investment policy is attached here as Attachment 1 for reference. Also included here for reference as Attachments 2 and 3 are associated articles on the State Legislature's recent activities surrounding this topic.

Recommended Action: Council to discuss the City's investment policy related to petroleum companies and provide direction to Staff.

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: N/A

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
STATEMENT OF INVESTMENT POLICY
June 1, 2022

I. PURPOSE

The purpose of this document is to establish and organize investment policies, which will govern the investment activities of the City of Ukiah.

II. SCOPE

This investment policy covers all the City's surplus funds and investments (except retirement funds and bond proceeds) and investment activities under the direction of the City. Investment of bond proceeds will be governed by the provisions of relevant bond documents.

The investment policies of the City of Ukiah are based on state law and prudent money management practices. All funds will be invested in accordance with this Investment Policy and applicable California Government Codes, including § 53601 et seq.

III. OBJECTIVES

The primary objectives of the City, in order of priority, shall be:

- 1) **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
- 2) **Liquidity:** The investment portfolio of the City will remain sufficiently liquid to enable the City to meet its cash flow requirements.
- 3) **Yield:** The investment strategy of the City shall be to earn a reasonable investment return, considering current market conditions, and within the parameters set forth by priorities (1) and (2) above.

An adequate percentage of the portfolio shall be maintained in liquid, short-term securities that can be converted into cash if necessary to meet forecasted disbursement requirements. The portfolio shall also be appropriately diversified to avoid unreasonable and avoidable risks regarding specific security types or individual financial institutions.

IV. POLICIES

1. **Public Funds:** It is the policy of the City of Ukiah to invest public funds in a manner which will provide the maximum safety and liquidity, while earning an investment return consistent with the objectives and parameters set forth by this policy.
2. **Prudent Investor Standard:** Ukiah operates its investments program under the Prudent Investor Standard, which states that the governing body of the local agency or

the persons authorized to make investment decisions on behalf of the local agency are trustees, and, therefore, subject to the Prudent Investor Standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

3. **Management Responsibilities:** Management responsibility for the investment program is delegated, for a one-year period, subject to annual review and delegation, to the City Treasurer. The City Treasurer may further delegate day-to-day management of the investment program to a professional external investment advisor.
4. **Internal Controls:** A system of internal controls shall be established and documented in writing by the Finance Director. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City of Ukiah. Controls deemed most important include: minimization of opportunities for collusion, separation of duties, separation of transaction authority from accounting and recordkeeping, avoidance of bearer-form securities, specific limitations regarding securities losses and remedial actions, written confirmation of all transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies, and proper review and approval of brokerage accounts and investment transactions.
5. **Safekeeping, Custody, and Delivery:** The City's investments shall be held in safekeeping, in the name of the City of Ukiah, by a third party custodian bank. Investment transactions shall be executed and settled using the "delivery vs. payment" method.
6. **Reporting:** The Finance Director shall review and have available monthly reports in the Finance Department, and available for public review, which shall include type of investment, issuer, purchase and maturity dates, rating, purchase price, par, current market value as of the date of the report and the source of this valuation, and yield to maturity. These reports shall include a list of all transactions during the past month.

The Investment Advisor will also deliver periodic market updates and portfolio reviews to the Finance Director. The Finance Director will deliver investment reports to the Investment Oversight Committee and City Council.

The Oversight Committee will meet at least once annually in order to conduct a comprehensive review of the investment activities of the City so as to ensure that regulations are being adhered to and that strategies are being followed.

7. **Conflict of Interest:** In accordance with California Government Code sections 1090, et

seq. and 87100, et seq., officers and employees of the City will refrain from any activity that could conflict with the proper execution of the investment program or which could impair their ability to make impartial investment decisions. All investment personnel shall comply with the reporting requirements of the Political Reform Act, to include the annual filing of Statements of Economic Interest.

8. **Return on Investment:** The City's investment portfolio shall be designed to attain a market-average rate of return through economic cycles. The Investment Oversight Committee will measure the portfolio against an appropriate benchmark.
9. **Annual Review of Policy:** The Investment Advisor shall review the Investment Policy annually and provide the City Manager and Finance Director with recommendations if any are needed. The Finance Director will present the Policy, and any recommended changes, to the Investment Oversight Committee and City Council. City Council will review the Policy and recommended changes at a public meeting.

V. AUTHORIZED INVESTMENTS

Generally, investments shall be made in the context of the Prudent Investor Standard. The City is further governed by applicable California Government Codes, including sections 53600 and 53601 et seq. Within the context of these regulations, the following investments are authorized, and further limited herein:

- (a) **Ukiah Bonds:** Bonds issued by the City of Ukiah, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the City or by a department, board, agency, or authority of the City.
- (b) **U.S. Treasury Obligations:** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for payment of principal and interest.
- (c) **California State Obligations:** Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
- (d) **Non-California State Obligations:** Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States in addition to California.
- (e) **Local Agency Obligations:** Bonds, notes, warrants, or other certificates of indebtedness of any local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

- (f) **Federal Agency or Government Sponsored Enterprise Obligations:** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal Agencies or United States Government Sponsored Enterprises.
- (g) **Bankers' Acceptances:** Bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances may not exceed 180 days maturity or 40% of the portfolio, and no more than 5% of the portfolio may be invested in the banker's acceptance of any one commercial bank.
- (h) **Commercial Paper:** Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):
 - (1) The entity meets the following criteria: (a) is organized and operating in the United States as a general corporation; (b) has total assets in excess of five hundred million dollars (\$500,000,000); and (c) has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by an NRSRO.
 - (2) The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements, including, but not limited to, over collateralization, letters of credit or surety bond; and (c) has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days. Purchases of commercial paper may not exceed 25% of the City's portfolio. No more than 5% of the portfolio may be invested in commercial paper of any one institution.
- (i) **Negotiable Certificates of Deposit:** Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank, a state or federal savings and loan association, or a federally-licensed or state-licensed branch of a foreign bank provided that the senior debt obligations of the issuing institution are rated in a rating category of "A"(long-term) or its equivalent or better or A-1 (short-term) or its equivalent or better by an NRSRO. Purchases of negotiable certificates of deposit may not exceed 30% of the portfolio, and no more than 5% of the City's portfolio may be invested in any one financial institution.
- (j) **Repurchase Agreements:** The City may invest in repurchase agreements with banks and dealers with which the City has entered into a master repurchase agreement. The maturity of repurchase agreements shall not exceed 365 days. The market value of securities used as collateral for repurchase agreements shall be valued at 102% or greater of the funds borrowed against those securities at all times and shall be monitored daily by the investment staff. In order to conform with provisions of the Federal Bankruptcy Code, which provide for the liquidation of securities held as

collateral for repurchase agreements, the only securities acceptable as collateral shall be direct obligations of the United States or any agency of the United States as described in §V of this policy.

In addition, the City may enter into repurchase agreements only with “primary dealers” as designated by the Federal Reserve Bank of New York. All securities underlying Repurchase Agreements must be delivered to the City’s custodian bank (delivery vs. payment) or be handled under a properly executed “tri-party” repurchase agreement. The market value must be recalculated each time there is a substitution of collateral. The City or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to Repurchase Agreement.

- (k) **Reverse Repurchase Agreements:** The City may invest in reverse repurchase agreements only with “primary dealers” with which the City has entered into a master repurchase agreement contract. The City may invest in reverse repurchase agreements with the following conditions:

Reverse repurchase agreements may be used only after prior approval of the City Council. The City may only use reverse repurchase agreements to (1) cover a temporary cash shortage, or (2) augment earnings. Reverse repos may not be used to leverage the portfolio. In addition:

If a reverse repurchase agreement is authorized, it may be utilized only if the security to be sold on a reverse repurchase agreement has been owned and fully paid for by the City for a minimum of 30 days prior to the sale; the total of all reverse repurchase agreements on investments owned by the City does not exceed 20% of the portfolio; and the agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of the security using a reverse repurchase agreement and the final maturity date of the same security. The proceeds of the reverse repurchase agreement may not be invested in securities whose maturity exceeds the term of the reverse repurchase agreement.

- (l) **Medium-term Notes:** The City may invest in all corporate and depository institution debt securities with a maximum remaining maturity of five year or less, issued by corporations organized and operating within the United States, or by depository institutions licensed in the United States or any state and operating within the United States. Notes eligible for investment shall be rated in a rating category of “A” or its equivalent or better by an NRSRO. Purchase of corporate notes may not exceed 30% of the portfolio, and no more than 5% of the corporate notes in the portfolio may be invested in the same corporation.
- (m) **Money Market Funds:** Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by California Government Code section 53601 subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive and that are money market funds registered with the Securities and

Exchange Commission under the Investment Company Act of 1940. To be eligible for investment these companies shall either: (i) attain the highest ranking or highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations, or (ii) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000). The purchase price of shares of beneficial interest purchased shall not include any commission that these companies may charge and shall not exceed 20% of the City's portfolio.

- (n) **Local Agency Investment Fund:** The City may invest in the Local Agency Investment Fund (LAIF) established by the State Treasurer for the benefit of local agencies under §16429.1 of the Government Code. The maximum balance that can be held in the fund is the maximum amount permitted by LAIF's Local Investment Advisory Board.
- (o) **Time Deposits:** The City may invest in non-negotiable time deposits that are FDIC insured or fully collateralized in financial institutions located in California, including U.S. branches of foreign banks licensed to do business in California. To be eligible to receive local agency deposits, a financial institution must receive a minimum overall "satisfactory rating" for meeting the credit needs of California Communities in its most recent evaluation. All time deposits must be collateralized in accordance with the California Government Code § 53650, et seq. Since time deposits are not liquid, no more than 25% of the cost value of the portfolio may be invested in this category.
- (p) **Mortgage-Backed and Asset-Backed Securities:** Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or equivalent or higher by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subdivision may not exceed 20% of the agency's surplus money that may be invested pursuant to this section.
- (q) **Local Government Investment Pools (LGIPs).** Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in California Government Code section 53601 subdivisions (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria: (1) The adviser is registered or exempt from registration with the Securities and exchange Commission. (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive. (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).
- (r) **Supranational Debt.** United States dollar denominated senior unsecured

unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30% of the portfolio.

Credit criteria listed in this section refers to the credit quality of the issuing organization at the time the security is purchased. The maturity limits are applied at the time of purchase. A security purchased in accordance with this Policy shall not have a forward settlement date exceeding 45 days from the time of investment.

VI. INELIGIBLE INVESTMENTS

The City may only invest in those obligations authorized by this policy. The City shall not invest any funds in inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages, or in any security that could result in zero interest accrual if held to maturity. However, the City may hold prohibited investments until their maturity dates.

Notwithstanding the prohibition in the above paragraph, the City may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. The City may hold these instruments until their maturity dates. This paragraph shall remain in effect only until January 1, 2026, and as of that date is repealed.

VII. PORTFOLIO LIMITS AND DIVERSIFICATION

1. **Maximum Investment Maturity:** Unless otherwise noted within this investment policy, the City may not invest in a security with a maturity that exceeds five years from the date of purchase. For purposes of compliance with this Policy, an investment's term or remaining maturity shall be measured from the settlement date to final maturity. Investments which exceed five years in maturity require authority granted by City Council before purchase. Written authority of the City Council must be granted specifically or as part of an investment program no less than three months prior to the date of purchase.
2. **Maximum Weighted Average Maturity:** The maximum weighted average maturity of the City's investment portfolio shall not exceed 3 years to control overall exposure to interest rate risk.
3. **Diversification:** With the exception of obligations of the United States Government and its Agencies and authorized investment pools, no more than 10% of the portfolio may be invested in the securities of any single issuer, regardless of sector. For certain investment types, a 5% issuer limit is imposed and is stated in the investment description in the Authorized Investment section.

Adopted on the 21st day of June, 2023 by the Ukiah City Council.

Signed:

Attest:

Mari Rodin, Mayor

Kristine Lawler, City Clerk

Politics

California Quietly Shelves \$15 Billion Pension Divestment Bill



The California State Capitol in Sacramento. *Photographer: David Paul Morris/Bloomberg*

By Eliyahu Kamisher

July 3, 2023 at 2:18 PM PDT

The California State Assembly has shelved legislation that would have forced the country's two largest pension funds to divest an estimated \$15 billion from oil and gas companies, a major blow to environmental advocates who hoped the funds could be a national model for the divestment movement.

SB-252, which passed the state Senate in May, won't be given a floor vote, according to the bill's lead author, Senator Lena Gonzalez of Los Angeles County. The legislation has been converted to a two-year bill, meaning lawmakers will have the opportunity to address the measure in the next session.

"I'm committed to bringing this bill up again next year," Gonzalez said.

Under the proposal, the California Public Employees' Retirement System and the California State Teachers Retirement System would have been required to remove assets of large oil and gas companies by 2031 and halt any new investments by 2024.

Marcie Frost, CEO of Calpers, previously signaled her opposition, saying the bill would "do nothing to combat the dangers of climate change."

"We respect assembly member McKinnor's decision to take more time to understand the impact of the bill to our pension funds and members and employers," Calpers spokesperson Brad Pacheco said, referring to Tina McKinnor, head of the Assembly Committee on Public Employment and Retirement, where the legislation was held.

The decision marks the second year in a row a pension fund divestment bill has passed the state Senate only to die in the lower house amid opposition from the funds, which manage a combined \$822.3 billion in assets.

The proposal highlighted divisions among California's Democratic supermajority. Lawmakers were forced to choose between climate change priorities and concerns that divestment could threaten the financial health of municipalities already burdened with pension fund

California's powerful labor interests were also divided on the bill. Unions representing firefighters and construction trades were against the measure, while a major teachers' union and the California Nurses Association backed it.

"We're committed to achieving a net zero investment portfolio that achieves the goals of the bill through engagement with companies, investments in alternative energies and addressing climate risks," Pacheco said.

Will California’s largest pensions, CalPERS and CalSTRS, divest from fossil fuels?



BY GRACE GEDYE, JUNE 29, 2023 UPDATED JULY 5, 2023



Oil pumps in the Kern River Oil Field near Bakersfield on July 6, 2022. Photo by Larry Valenzuela, CalMatters/CatchLight Local

Listen to this article



IN SUMMARY

Climate activists and some lawmakers want two of California’s pension funds to shed about \$15 billion of fossil fuel holdings. They say the move would reduce oil and gas companies’ political power, but opponents say it would be a bad move financially.

July 5: The chair of the Assembly Committee on Public Employment and Retirement committee, Tina McKinnor, decided to not hear SB 252 in the committee, meaning it will not pass this year, according to the bill author’s office. The bill will get another chance next year.

Climate activists and retirees have pushed retirement funds in [Maine](#) and [New York](#) to sell their stocks in fossil fuel companies. The push is called “divestment”, and it’s a move that the [University of California](#) has embraced as well.

Now, divestment may be coming to more pensions near you.

The California Legislature is [considering a bill](#) that would require the pension funds for state workers and teachers to sell holdings in the 200 largest publicly traded fossil fuel companies by July 2031. The bill would also stop the funds from making new investments in those companies starting in 2024.

These pension funds aren’t simple bank accounts, they’re big-time institutional investors. The [California Public Employees’ Retirement System](#) has about \$459 billion in assets, making it the largest public pension fund in the nation and one of the largest private equity investors in the world according to [the agency’s website](#). When it changes tack, the world of finance takes note.

The California State Teachers’ Retirement System is the [second largest public pension fund](#) in the U.S. Together, the two pension funds cover more than 3 million Californians and their families.

Proponents of the bill say it’s important that California put its money where its mouth is, so to speak, on climate policy. Foes of the move say anything that might hurt investment returns should be off the table.



Marcie Frost, CEO of CalPERS, at the regional office in Sacramento on June 26, 2023. Photo by Rahul Lal for CalMatters

“We’re not saying the intentions around this are not good,” said Marcie Frost, CEO of CalPERS, in an interview with CalMatters. “But they’re not coming through an investor lens. It feels like they’re coming through a morality lens. And we can’t use our own personal values, or our personal morals, to be able to decide how we invest the assets of this portfolio.”

Both pensions are underfunded; if either had to immediately pay out all the benefits they owe, they wouldn’t have enough money.

If CalPERS and CalSTRS shed their investments in the largest oil and gas companies, what would it mean for the teachers and state workers counting on their retirement checks?

Why climate activists are pushing for divestment

For some, it would be a relief.

“When I was younger, I was told by the adults around me that I should work toward obtaining a career with the state of California,” said Francis Macias, a state parks employee who called into a pension fund board meeting in March. A member of the advocacy group Fossil Free California, she said those same adults had told her such a job would come with perks like stable hours — and a nice pension.

But now, Macias said, “I feel like I’m living in a nightmare. Every day, I experience great anxiety knowing my hard-earned pension is funding climate collapse.”

The state worker pension fund has an estimated \$9.4 billion in energy company investments it would have to divest under the proposed bill, about 2% of the fund. On the list are companies you’ve probably heard of, including Exxon Mobil and Shell, and ones you probably haven’t, such as Ovintiv Inc. and Cenovus Energy. The teachers’ pension fund would have to divest an estimated \$5.4 billion, or about 1.7% of its assets.

The bill’s backers include many environmental and climate groups, as well as some unions representing workers who receive pensions, such as the California Faculty Association and the California Nurses Association. But there are other unions, like the California Professional Firefighters and the State Building and Construction Trades Council, that oppose the effort, along with California State Retirees, an organization for retired state workers, and the leadership of the pension funds themselves.

The goal of divestment pushes, climate advocates say, isn’t to directly reduce emissions.

“It’s about calling (fossil fuel companies) out on their immoral activities, and the political consequences of that, which is weakening them politically, so that politicians stop taking their money and politicians stop doing their bidding,” said Carlos Davidson, a retired faculty member of San Francisco State University who receives a pension. He worked on a divestment campaign at the university, and has been involved in the push to divest the state workers’ pension for nearly a decade.

“It is true that divestment does not have direct financial impacts on companies,” Davidson said. “It’s the political effects that really matter. And that is a harder, longer-term, more fuzzy process.”

Davidson lives in Pacifica, off of a combination of his pension and social security benefits.

“I could not have retired and I could not pay my bills right now if I didn’t have my [state] pension,” he said.

What are the costs of divestment?

There’s also a camp that thinks divestment would be a bad move financially. That camp includes the leadership of both pension funds.

At the state worker pension fund, the investment and actuarial teams estimated that if the fund sold off its fossil fuel holdings it would get lower returns on its investments, translating to an extra \$327.6 million in costs per year for 20 years for employers, like schools, and state and local governments, to meet obligations to retirees.

The state worker pension fund has divested before — from Iran, Sudan, thermal coal, and more. In 2001, the fund divested its tobacco company holdings, worth about \$525 million according to news reports at the time. In the more than 20 years since, that move has translated to about \$4.3 billion in lost investment profits, according to a [2022 report](#) from Wilshire Advisors. But some divestments, like those from thermal coal, and Iran, have translated to small gains.

When economists from the University of Groningen in the Netherlands and the University of St. Andrews in Scotland compared the financial performance of investment portfolios with and without fossil fuel company stocks from 1927-2016, [they found](#) that divested portfolios “would not have significantly underperformed” during that period.

“It’s not just the oil and gas industry,” said pension fund CEO Frost. “What’s next? Divestment from the airline industry, who uses a lot of oil and gas?” she said. “Pretty soon you get to the point that (the pension) has nothing to invest in” and there’s no way to hit the high investment returns the pension fund is tasked with hitting, she said.

“It’s the political effects that really matter. And that is a harder, longer-term, more fuzzy process.”

— CARLOS DAVIDSON, RETIRED FACULTY MEMBER OF SAN FRANCISCO STATE UNIVERSITY WHO RECEIVES A PENSION

This isn’t the first legislative push for fossil fuel divestment. Last year a [similar bill](#) was passed by the Senate, and then died in the Assembly’s committee on public employment and retirement. It might have a better shot this time, thanks to some political musical chairs. Previously, the Assembly’s public employment committee was led by Jim Cooper, an Elk Grove Democrat who was opposed to the Legislature directing state pension funds on how to invest, Frost said. Now he’s left the Assembly, and the committee has a new chairperson, Tina McKinnor, a Democrat from Inglewood.

A complicating factor is that the pension funds have a “fiduciary duty” under California’s constitution. That means that the people overseeing the funds are legally required to invest prudently, and act exclusively to benefit the fund’s members.

Some of the bill’s opponents say that requiring the funds to divest from fossil fuels would conflict with their fiduciary duty to their members, including the California Professional Firefighters, a union.

“Forcing any California pension system to make investment decisions that may harm the fund in an attempt, in this case, to affect global climate policy, violates their fiduciary mandate and puts the retirements of hard-working Californians at risk,” wrote president Brian Rice in a statement.

Already, the concept of fiduciary responsibility is causing legal headaches for divestment efforts. Three New York City pension funds [are being sued for allegedly violating their fiduciary duties](#) after they divested \$4 billion in fossil fuel holdings.

Ultimately, it’s up to the pension funds themselves to determine whether divesting would conflict with their mandate.

The state worker pension fund hasn’t done a full analysis yet, but, said Frost, “my impression on this is that it would violate the board’s fiduciary duty to do this.”

The bill has an escape clause of sorts, making it clear that the pension funds don’t have to sell off their investments if doing so would conflict with their fiduciary duties. That means there’s a scenario in which the Legislature passes the bill and then the funds say that divesting goes against their responsibilities to the beneficiaries, and nothing changes in practice.

Davidson, the retiree pushing for divestment, says that’s not the outcome he’s expecting.

But it wouldn’t be all bad, he said. What really matters is the politics, and “the vote of the California Legislature to divest is really powerful, and that’s going to get press coverage around the world,” Davidson said. “That is part of the outcome that we want.”

[MORE ON ECONOMY](#)

Four things California can do as home insurers retreat

After California’s largest home insurance provider said it wouldn’t issue new policies, consumer and insurance industry groups have ideas for what they’d like to see California do. Here’s the debate over four of those ideas.



by Grace Gedy , JUNE 15, 2023

California’s COVID unemployment reckoning goes national

As Congressional factions volley responsibility for pandemic breakdowns, Silicon Valley’s home state leads off a new book about “why government is failing in the digital age.”



by Lauren Hepler , JUNE 12, 2023

Kristine Lawler

Subject: 8a and 14b Correspondence Received - Eileen Mitro

-----Original Message-----

From: Eileen Mitro <climateactionmendocino@gmail.com>

Sent: Wednesday, August 2, 2023 10:23 AM

To: Kristine Lawler <klawler@cityofukiah.com>

Subject: Comments to City Council Members

Hi Kristine,

I just have a couple of comments for the City Council for tonight's meeting.

On Item 8a:

Please be especially judicious about the tree trimming in our City of Trees. I well understand the need to prune trees near power lines. It appears that the parameters of this work take care to tend the trees and encourage healthy growth. I affirm that and hope that only severely diseased or dead trees are removed. Thank you.

On Item 14b:

We have been asking the City of Ukiah to divest from fossil fuel investments for several years. As I understand it those investments are not yielding good returns. Also climate catastrophes are happening with alarming frequency in the country and around the world. Fossil fuel companies acted irresponsibly decades ago causing inaction on reducing emissions. Supporting their operation is contrary to good stewardship of the planet and our livability in the future.

Eileen Mitro

Climate Action Mendocino

Kristine Lawler

Subject: 14b Correspondence Received - Steve Scalmanini
Attachments: 20230628 Meet the 30 Top US and European Asset Managers Helping Big Oil Wreck the Planet - "Asset managers continue to add fuel to the fire by buying the bonds from the worst fossil fuel polluters," said one campaigner.doc; 20230600 WHO'S MANAGING YOUR FUTURE^ - An assessment of asset managers' climate action - by Reclaim Finance, The Sunrise Project & the Sierra Club [20pp].pdf; 20230409 Fossil fuels are a losing bet. Why are CalPERS & CalSTRS still investing in them^ - by James Stone.doc; 20221201 Florida Will Pull \$2 Billion of Assets From BlackRock Over ESG.doc; 20221102 Here's where the big U.S. banks stand up and fall down on climate change - Sierra Club updates report on banking-sector progress toward net-zero emission goals ahead of the U.N.'s COP27.doc; 20220510 Campaign Targets 'Toxic' Bond Market for Bankrolling Fossil Fuel Expansion - "Dirty energy companies are using the corporate bond market as the back door to secure large amounts of cash for expansion projects." .doc; 20220330 Banking on Climate Chaos - Fossil Fuel Finance Report 2022 - by Rainforest Action Network & 6 other NGOs [40pp].pdf; 20211117 Boston City Council says no to fossil fuel investments.doc; 20200318 JPMorgan Chase Tops Dirty List Of 35 Fossil Fuel-Funding Banks - Forbes.doc; 20230628 US Public Pensions Are Paying Huge Price for Not Divesting From Fossil Fuels, Report Shows - "The writing's on the wall for fossil fuels," said one divestment campaign.doc; 20230622 Church of England dumps oil majors over climate concerns - Anglican Church announces its endowment and pension funds plan to sell out of 11 groups, including Shell and BP.doc; 20210405 Petaluma City Council Item 4A - Resolution Urging CalPERS to Divest CalPERS' Holdings in Fossil Fuel Companies from Statewide Pension Investments & etc [8pp].pdf; 20190603 Charlottesville Divests from Weapons and Fossil Fuels.doc

From: Steve Scalmanini <sscalmanini@yahoo.com>

Sent: Wednesday, August 2, 2023 1:22 AM

To: Meeting <meeting@cityofukiah.com>

Subject: Public Comment for Item 14.b on City Council Agenda on August 2

To the City Council,

Please consider the attached articles and reports in addition to the two articles that are included with Item 14.b.

Sincere thanks,

Stephen Scalmanini
Ukiah

Charlottesville Divests from Weapons and Fossil Fuels

By [Divestment](#), [North America](#)

June 3, 2019

World Beyond War

<https://worldbeyondwar.org/charlottesville-divests-from-weapons-and-fossil-fuels>

On the evening of June 3, 2019, the City Council of Charlottesville, Va., voted to divest the funds in its operating budget from weapons dealers and fossil fuel producers. Here's the resolution as passed by the City Council: [PDF](#). The city has also committed to taking the same step with its retirement fund by this coming autumn.

The proposal to do this was brought to the city in March by a coalition of groups called Divest Cville, which attended and spoke at city council meetings (see [videos](#)), held [rallies](#), wrote [letters](#), made flyers, bought ads, produced [responses to possible objections](#), met with the City Treasurer, and presented a [petition](#).

David Swanson, Executive Director of World BEYOND War, one of the organizations involved, said that combining weapons with fossil fuels was not just a matter of listing the two worst investments, but was a step intentionally taken to highlight the connections between the two industries.

A major motivation behind some wars is the desire to control resources that poison the earth, especially oil and gas. In fact, the launching of wars by wealthy nations in poor ones does not correlate with human rights violations or lack of democracy or threats of terrorism, but does strongly correlate with the [presence of oil](#).

Divest Cville made the following case:

U.S. weapons companies [supply](#) deadly weapons to numerous brutal dictatorships around the globe, and companies Charlottesville currently has public funds invested in include Boeing and Honeywell, which are major suppliers of Saudi Arabia's horrific war on the people of Yemen.

The current federal administration has labeled climate change a hoax, moved to withdraw the U.S. from the global climate accord, attempted to suppress climate science, and worked to intensify the production and use of warming-causing fossil fuels, with the burden therefore falling on city, county, and state governments to assume climate leadership for the sake of their citizens' wellbeing and the health of local and regional environments.

Militarism is a major [contributor](#) to climate change, and the City of Charlottesville had already [urged](#) the U.S. Congress to invest less in militarism and more in protecting human and environmental needs.

Continuing on the current course of climate change will cause a global average temperature rise of 4.5°F by 2050, and cost the global economy [\\$32 trillion dollars](#).

Five-year averages of temperature in Virginia began a significant and steady [increase](#) in the early 1970s, rising from 54.6 degrees Fahrenheit then to 56.2 degrees F in 2012, and the Piedmont area has seen the temperature rise at a rate of 0.53 degrees F per decade, at which rate Virginia will be as hot as South Carolina by 2050 and as northern Florida by 2100;

Economists at the University of Massachusetts at Amherst have [documented](#) that military spending is an economic drain rather than a jobs-creation program, and that investment in other sectors is economically beneficial.

Satellite readings [show](#) water tables dropping worldwide, and more than one in three counties in the United States could face a “high” or “extreme” risk of water shortages due to climate change by the middle of the 21st century, while seven in ten of the more than 3,100 counties could face “some” risk of shortages of fresh water.

Wars are often fought with U.S.-made weapons used by both sides. Examples include U.S. wars in [Syria](#), [Iraq](#), [Libya](#), the [Iran-Iraq](#) war, the [Mexican](#) drug war, [World War II](#), and many others.

Heat waves now [cause](#) more deaths in the United States than all other weather events (hurricanes, floods, lightning, blizzards, tornados, etc.) combined, and dramatically more than all deaths from terrorism. An estimated 150 people in the United States will die from extreme heat every summer day by 2040, with almost 30,000 heat-related deaths annually.

Local government investing in companies producing weapons of war implicitly supports federal war spending on those same companies, many of which depend on the federal government as their primary customer.

Between 1948 and 2006 “extreme precipitation events” increased 25% in Virginia, with negative impacts on agriculture, a trend predicted to continue, and global sea level is projected to [rise](#) an average of at least two feet by the end of the century, with [rising](#) along the Virginia coast among the most rapid in the world.

Weapons companies that Charlottesville can commit to not investing in produced the weapons brought to Charlottesville in August 2017.

Fossil fuel emissions must be cut by 45% by 2030 and to zero by 2050 in order [to hold](#) warming to the 2.7 °F (1.5 °C) goal targeted in the Paris Accord.

Climate change is a serious threat to the health, safety and welfare of the people of Charlottesville, and the American Academy of Pediatrics has warned that climate change poses a threat to human health and safety, with children being uniquely vulnerable, and [calls](#) failure to take “prompt, substantive action” an “act of injustice to all children.”

The rate of mass shootings in the United States is the highest anywhere in the developed world, as civilian gun manufacturers continue to reap enormous profits off bloodshed that we do not need to invest our public dollars in.

DivestCville is sponsored by: [Charlottesville Center for Peace and Justice](#), [World BEYOND War](#).

Also endorsed by: Indivisible Charlottesville, Casa Alma Catholic Worker, RootsAction, Code Pink, Charlottesville Coalition For Gun Violence Prevention, John Cruickshank of the Sierra Club, Michael Payne (candidate for City Council), Charlottesville Amnesty International, Dave Norris (former Charlottesville Mayor), Lloyd Snook (candidate for City Council), Sunrise Charlottesville, Together Cville, Sena Magill (candidate for City Council), Paul Long (candidate for City Council), Sally Hudson (candidate for state delegate), Bob Fenwick (candidate for City Council).

5 Comments

1. [Maryellen](#)
[June 3, 2019 at 10:34 pm](#)

Amazing work!! Kudos!!

[Reply](#)

2. *Peter Franklin Davis*
[June 7, 2019 at 10:22 am](#)

PEACEWORKS NO//Leverett's Secret Garden Club

[Reply](#)

3. *John Millar*
[June 19, 2019 at 9:43 am](#)

Fantastic. Well done!

[Reply](#)

4. *Alex Wishlow*
[June 19, 2019 at 10:25 am](#)

Thank you!

[Reply](#)

5. *Lorraine Cross*
[January 10, 2021 at 10:20 am](#)

Can more women be involved, especially on the city council ?

[Reply](#)

JPMorgan Chase Tops Dirty List Of 35 Fossil Fuel-Funding Banks

By [David Vetter](#), Senior Contributor, *Climate research, renewables and circularity*

March 18, 2020

Forbes

<https://www.forbes.com/sites/davidvetter/2020/03/18/jpmorgan-chase-tops-dirty-list-of-35-fossil-fuel-funding-banks>



Protesters picketing outside a Chase Bank branch in New York. A new report shows that JPMorgan Chase tops a list of 35 banks that have invested \$2.7 trillion in fossil fuel companies since the signing of the Paris Agreement in 2015.
LIGHTROCKET VIA GETTY IMAGES

JPMorgan Chase contributes more money towards fossil fuel industries than any other bank, putting a total of \$268 billion into coal, oil and gas firms over the last four years, according to a new study.

In total, the world's biggest banks have put \$2.7 trillion into those industries since the 2015 Paris Agreement, according to the [Banking on Climate Change 2020 report](#), which tracked data on 35 private financial institutions. While investments to the biggest coal, oil and gas producers fell in the immediate aftermath of the Paris Agreement, researchers found that in 2019 those investments shot back up by some 40%.

Another three U.S. banks—Wells Fargo, Citibank and Bank of America—joined JPM to round out the top four fossil fuel investors; Canada's RBC took fifth position. Britain's Barclays was the largest European investor in fossils overall, having plowed \$118 billion into hydrocarbons,

but according to the report, French firm BNP Paribas overtook all other European banks in 2019, putting more than \$30 billion into fossil financing.

Alison Kirsch, lead researcher for the Rainforest Action Network, which prepared the report, told Forbes.com: “Banks are increasingly being recognized as major drivers of the climate crisis—the \$2.7 trillion in financing that 35 major global banks poured into fossil fuels since the Paris Agreement makes that quite clear.

“JPMorgan Chase stands out as the world's worst banker of climate chaos by far, year after year. Given this enormous impact on people and the planet, Chase and its peers must take bold measures to end financing for the expansion of the fossil fuel sector, and commit to exiting the sector entirely soon.”

In a statement, JPMorgan Chase referred to an announcement in February saying the bank would expand its commitment to low-carbon and clean energy.

“The new commitments we announced in February reflect our ongoing efforts to help address climate change and promote more sustainable development,” the statement said. “This includes financing to support climate action and the United Nations Sustainable Development Goals, backing market-based policy solutions to reduce carbon emissions, expanding restrictions on financing for coal mining and coal-fired power, and prohibiting project financing for new oil and gas development in the Arctic. We’re building capacity within our business to tackle these challenges and look forward to working with our clients and other stakeholders on ways to grow our impact over time.”

As well as looking at investments, the Banking on Climate Change report rated the banks for their commitment to ending fossil fuel expansion and financing. The top overall scorer was Crédit Agricole, with 82 points out of 200, while the bank rated to have done the most to restrict its oil and gas financing was BNP Paribas, with a score of 30.5 out of 120.

Responding to the report, a spokesperson for BNP Paribas told Forbes.com that the report “highlights the commitments made over the long term by BNP Paribas to reduce the use of fossil fuels,” and emphasized the bank’s top score for its oil and gas policy.

At the same time, the bank strongly refuted the report’s finding that it invested the most of any European bank in fossil fuels. “With regard to the increase in fossil fuel financing that is granted to BNP Paribas, this does not correspond to reality,” the spokesperson said. “The bank's financing remained stable. Transactions that have increased do not correspond to financing by the bank, but rather to participation in the structuring and distribution of syndicated loans or bond issues on the financial markets. These mainly involve asset disposals between existing asset companies and do not contribute to the creation of new oil and gas capacities.”

The report’s authors stand by their research. Lorne Stockman, senior research analyst for Oil Change International, which also contributed to the report, said:

“These banks have bet against the Paris Agreement ... As the human and financial costs of climate change mount up, they have doubled down on the fossil fuels driving the climate crisis. It’s beyond time banks took seriously their responsibility for financing the greatest threat to the global economy. There is no excuse for carrying on with business as usual. It’s time to stop funding fossils, period.”

The Banking on Climate Change report was put together by an alliance of six NGOs: Rainforest Action Network; Banktrack; Indigenous Environmental Network; Oil Change International; Reclaim Finance; and Sierra Club.

Energy experts have reacted to the report with interest. Charles Donovan, Executive Director of the Centre for Climate Finance and Investment at London’s Imperial College Business School, said: “These figures confirm what we know already—it’s the big American banks backing oil and gas, with the Chinese giants stepping into the breach on coal.”

Donovan, who last week told this column that [renewables have the potential to provide better economic stability than fossil fuels in times of crisis](#), said investors should consider not just the environmental but also the financial risks of backing fossil fuels.

“What investors need to understand is banks’ net financial exposures to these sectors, not just gross exposures based on lending and underwriting. That’s where better disclosures are needed and it’s up to financial regulators to make that happen,” he said.

I’ve also reached out to Wells Fargo and Citibank for their responses.

Follow me on [Twitter](#).

[David Vetter](#)

My key interests are in decarbonization and the development of circular economies.



Agenda Item 4.A

DATE: **April 5, 2021**

TO: Honorable Mayor and Members of the City Council through the City Manager 

FROM: Corey Garberolio, Finance Director
Eric Danly, City Attorney

SUBJECT: Resolution Urging CalPERS to Divest CalPERS' Holdings in Fossil Fuel Companies from Statewide Pension Investments and to Offer Member Agencies Portfolio Options Consisting of High-performing Environmental, Social, and Corporate Governance (ESG) Investments that Exclude Investments in Fossil Fuel Companies

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution urging CalPERS to divest its holdings in fossil fuel companies from statewide pension investments and to offer member agencies portfolio options consisting of high-performing environmental, social, and corporate governance (ESG) investments that exclude investments in fossil fuel companies.

BACKGROUND

On December 12, 2015, 196 parties participating in the 21st Conference of the Parties to the United Nations Framework Convention on Climate Change in Paris, France, signed the 2015 Paris Agreement, an international treaty on climate change that became effective on November 4, 2016. Pursuant to the Paris Agreement, the signatory parties vowed to keep global warming in this century "well below 2° C above pre-industrial levels" and to "pursue efforts to limit temperature increase even further to 1.5° C."

The 2018 International Panel on Climate Change Special Report on Global Warming of 1.5° C estimates that humans have already caused about 1.0° C of global warming above pre-industrial levels, and to have a 66% chance of limiting global warming to 1.5° C, requires not exceeding the remaining global "carbon budget," which is equal to about 10 years of current-level greenhouse gas (GHG) emissions. Scientists in the U.S. and abroad have concluded that current global warming has contributed to the increasing frequency and intensity of wildfires, floods, droughts, heat waves, and hurricanes. Northern California wildfires in 2017-2020 destroyed at least 40k+ structures, killed many, displaced thousands, and caused serious reductions in air quality. According to a report entitled "Rising Seas in California – an Update on Sea Level Rise Science" prepared by a working group of the California Ocean Protection Council Science Advisory Team published in April, 2017, the current pace of sea-level rise is already impacting California's coastline. According to a 2020 report of the Intergovernmental Science-Policy

Platform on Biodiversity and Ecosystem Services, a United Nations committee, to which 145 authors from 50 countries contributed, climate change, along with other factors like changes in land and sea use, and pollution, is causing a sixth mass extinction of species, which is currently under way. =

The City of Petaluma is committed to the environmental and economic sustainability of our city, region, state, nation, and world. On January 11, 2021, the City Council adopted a Climate Emergency Framework recommending that the City achieve carbon neutrality by 2030. However, the City's engagement with climate change issues began almost a decade earlier. On August 5, 2002, the City Council approved Resolution No. 2002-117 N.C.S. adopting the Cities for Climate Protection Program's five milestones to reduce GHG emissions. Milestone one was a GHG inventory to establish the quantity of emissions in the jurisdiction. Milestone two was establishment of a GHG reduction goal. The City completed milestone two by adopting Resolution No. 2005-118 N.C.S. on July 18, 2005 setting GHG reduction targets. The City accomplished milestone three by adopting Resolution No. 2009-165 N.C.S. on October 5, 2009 approving an action plan to reduce GHG emissions to meet the City's GHG reduction target.

The Sonoma County Regional Climate Protection Agency (RCPA) formed in 2009 to coordinate county-wide response to climate change. The RCPA, with input from Sonoma County participating agencies, including the City, developed the Climate Action 2020 and Beyond Plan to be a comprehensive framework for coordinated action on climate change, including updated GHG reduction targets for each RCPA member jurisdiction. Unfortunately, the Environmental Impact Report for the Climate Action 2020 and Beyond Plan was successfully challenged on CEQA grounds, which prevented local jurisdictions' adoption of the Plan. Nonetheless, on January 22, 2018, the City Council adopted Resolution No. 2018-009 N.C.S. reaffirming the City of Petaluma's intent to reduce greenhouse gas emissions as a part of the regional effort coordinated by the RCPA and to adopt local implementation measures as identified in the Climate Action 2020 and Beyond Report.

On May 6, 2019, the City Council adopted Resolution No. 2019-055 N.C.S. declaring a climate emergency and recognizing the need to increase efforts toward combating climate change. On August 5, 2019, the City Council adopted Ordinance No. 2689 N.C.S. establishing a Climate Action Commission. The City Council established the Commission to elevate climate issues to the highest priority in its goal-setting process and to give precedence to climate mitigation and adaptation when evaluating policies, purchases, and projects, allocating resources and seeking financial and regulatory aid to support the City's climate efforts.

DISCUSSION

The City of Petaluma is a member of the California Public Employees' Retirement System (CalPERS), the largest public pension fund in the United States, with approximately \$445 billion in assets. The value of Petaluma's assets managed by CalPERS is approximately \$237 million.

The City of Petaluma has an obligation to invest its assets in a way that will protect and promote the health, safety, and well-being of our residents. Although we have outsourced our retiree investment portfolio management to CalPERS, our obligation to invest in a manner that is

committed to the well-being of our community, city, state, nation and world remains a top priority. The City's CalPERS assets should be invested responsibly and aligned with the values of our residents and the City Council's policy direction. Just as City policies and actions seek to create a carbon neutral community, the City's investments should promote technologies that counteract human contributions to climate change.

While it is important that Petaluma's investments should reflect its values, it is also important that they achieve a strong return. These objectives can be complementary. Fossil fuel divestment is sound pension fund investment practice as the value of fossil fuel investments decrease as governments act to limit carbon emissions. New technology and clean energy markets will continue to expand, creating additional investment opportunities that can help alleviate investment impacts resulting from divestment from the fossil fuel industry.

To date, CalPERS has not acted to divest its holdings in fossil fuel companies and to shift its focus to the renewable energy economy. The need for rapid and significant changes to the climate crisis justifies CalPERS' action to divest fossil fuel industry investment from the entire CalPERS portfolio, and staff supports that approach. In addition, staff recommends that the Council urge CalPERS to offer member agencies portfolio options consisting of high-performing Environmental, Social, and Corporate Governance (ESG) investments that exclude investments in fossil fuel companies. Staff is aware that the League of California Cities has opposed wholesale changes to the CalPERS investment portfolio in the past. Allowing an opt-in option for CalPERS members to avoid investments in fossil fuel companies may be an acceptable compromise.

If the attached resolution is supported by the Council, staff recommend distribution of the resolution to colleagues throughout the region to help garner support from other municipalities and increase the likelihood of implementation by CalPERS.

PUBLIC OUTREACH

This item was added to the March 15, 2021 agenda during the City Council meeting held on March 1, 2021 and published in accordance with public noticing requirements. If approved, the City will utilize its website and social media channels, as well as other outreach methods, to publicize this resolution.

ALIGNMENT WITH CLIMATE EMERGENCY FRAMEWORK

The Adaptation and Social Resilience section of the City of Petaluma's Climate Emergency Framework discusses in its vision for the future and the need to "stop investing in systems which weaken the health of the community and the ecosystems upon which we depend and invest in systems which better prepare the City for the future." As fossil fuel-based industries are main contributors to human-caused climate change, divesting from those industries and investment in beneficial industries is completely aligned with the Climate Emergency Framework vision. Advocating for changes to the CalPERS' investment portfolio to which the City and its members contribute allows the City to impact greenhouse gas emissions beyond city limits.

If the resolution is approved by the Council, this action can contribute to the Climate Emergency Framework's Community Engagement goal of "promoting climate literacy throughout the community."

ENVIRONMENTAL COMPLIANCE

The proposed resolution is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines section 15378, subdivision a. The proposed resolution involves the creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, in accordance with Section 15378, subdivision b of the CEQA Guidelines.

FINANCIAL IMPACTS

There are no direct costs associated with this action.

ATTACHMENTS

1. Resolution- urging CalPERS to divest its holdings in fossil fuel companies from statewide pension investments.

RESOLUTION URGING CALPERS TO DIVEST ITS HOLDINGS IN FOSSIL FUEL COMPANIES FROM STATEWIDE PENSION INVESTMENTS AND TO OFFER MEMBER AGENCIES PORTFOLIO OPTIONS CONSISTING OF HIGH-PERFORMING ENVIRONMENTAL, SOCIAL, AND CORPORATE GOVERNANCE (ESG) INVESTMENTS THAT EXCLUDE INVESTMENTS IN FOSSIL FUEL COMPANIES

WHEREAS, on December 12, 2015, 196 parties participating in the 21st Conference of the Parties to the United Nations Framework Convention on Climate Change in Paris, France, signed the 2015 Paris Agreement, an international treaty on climate change that became effective on November 4, 2016, and, pursuant to the Paris Agreement, the signatory parties vowed to keep global warming in this century "well below 2° C above pre-industrial levels" and to "pursue efforts to limit temperature increase even further to 1.5° C;" and

WHEREAS, the 2018 International Panel on Climate Change Special Report on Global Warming of 1.5° C estimates that humans have already caused about 1.0° C of global warming above pre-industrial levels, and to have a 66% chance of limiting global warming to 1.5° C, requires not exceeding the remaining global "carbon budget," which is equal to about 10 years of current-level greenhouse gas (GHG) emissions; and

WHEREAS, scientists in the U.S. and abroad have concluded that current global warming has contributed to the increasing frequency and intensity of wildfires, floods, droughts, heat waves, and hurricanes; and

WHEREAS, Northern California wildfires in 2017-2020 destroyed at least 40k+ structures, killed many, displaced thousands, and caused serious reductions in air quality; and

WHEREAS, According to a report entitled "Rising Seas in California – an Update on Sea Level Rise Science" prepared by a working group of the California Ocean Protection Council Science Advisory Team published in April, 2017, the current pace of sea-level rise is already impacting California's coastline; and

WHEREAS, according to a 2020 report of the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services, a United Nations committee, to which 145 authors from 50 countries contributed, climate change, along with other factors like changes in land and sea use, and pollution, is causing a sixth mass extinction of species, which is currently under way; and

WHEREAS, the City of Petaluma is committed to the environmental and economic sustainability of our city, region, state, nation, and world, and has taken the following actions directed at climate change response and sustainability of the City;

- On August 5, 2002, the City Council approved Resolution No. 2002-117 N.C.S. adopting the Cities for Climate Protection Program's (CCPP) five milestones to reduce greenhouse gas (GHG) emissions, with milestone one a GHG inventory to establish the quantity of emissions in the jurisdiction;
- On July 18, 2005, the City completed milestone two of the CCPP by adopting Resolution No. 2005-118 N.C.S. setting GHG reduction targets;
- On October 5, 2009 the City completed CCPP milestone three by adopting Resolution No. 2009-165 N.C.S. which approved an action plan to reduce GHG emissions to meet the City's GHG reduction target;
- On January 22, 2018, the City Council adopted Resolution No. 2018-009 N.C.S. reaffirming the City of Petaluma's intent to reduce greenhouse gas emissions as a part of the regional effort coordinated by the RCPA and to adopt local implementation measures as identified in the RCPA Climate Action 2020 and Beyond Report;
- On May 6, 2019, the City Council adopted Resolution No. 2019-055 N.C.S. declaring a climate emergency and recognizing the need to increase efforts towards combating climate change;
- On August 5, 2019, the City Council adopted Ordinance No. 2689 N.C.S. establishing a Climate Action Commission to elevate climate issues to the highest priority in the City's goal-setting process and to give precedence to climate mitigation and adaption when evaluating policies, purchases, and projects, allocating resources and seeking financial and regulatory aid to support the City's climate efforts;
- On January 11, 2021, the City Council adopted a Climate Emergency Framework recommending that the City achieve carbon neutrality by 2030; and

WHEREAS, according to the City's adopted Climate Emergency Framework, there is a moral imperative to prioritize climate-related actions and policies that promote social, racial, environmental, economic, disability and public health justice in communities disparately impacted by climate change, and frontline and underserved communities are expected to receive a disproportionately higher impact from climate change and to have fewer resources available with which to address those impacted; and

WHEREAS, the City's Climate Emergency Framework recommends that the City give preference to actions and policies with multiple benefits that align sustainable economies with thriving ecologies, including sustainable economic benefits, reduction of pollutants and toxins, restoration of ecosystems and improvements in public health, community cohesion and wellbeing; and

WHEREAS, the Climate Emergency Framework urges that the City set an example by acting responsibly to its neighbors, the global community and all species by eliminating reliance on resources and products that pollute both within and outside the City, and that the City work collectively with leading regional, statewide and international bodies, so that Petaluma learns from the successes and failures of other cities and jurisdictions in addressing the myriad challenges and impacts of climate change so that cross-jurisdictional coordination regarding climate action can magnify the effectiveness of the City's efforts; and

WHEREAS, according to the Sacramento Bee, citing an analysis conducted by Toronto-based Corporate Knights, and a report published by Fossil Free California in November, 2020, in 2009 17.6 percent of CalPERS' investments were in fossil fuel companies, defined as companies with more than 10 percent of revenues coming from fossil fuel activity, and CalPERS' investment portfolio would have realized greater returns if CalPERS' investments in fossil fuel companies had been divested ten years ago and distributed across the spectrum of the rest of CalPERS public equities over that period; and

WHEREAS, CalPERS has acknowledged that the regulatory, physical, and reputational risks posed by climate change need to be mitigated within CalPERS' overall investment portfolio, but has resisted calls from groups like Fossil Free California to divest fossil fuel investments, and remains committed to a policy of engagement with rather than divestment from fossil fuel companies to manage climate risk and deliver climate solutions and the returns needed to pay benefits from CalPERS' underfunded pension funds; and

WHEREAS, this resolution is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines section 15378, subdivision a, and because this resolution involves the creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, in accordance with Section 15378, subdivision b of the CEQA Guidelines;

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

1. The above recitals are hereby declared to be true and correct and are incorporated into this resolution as findings of the City Council.
2. This resolution is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines section 15378, subdivision a. This resolution involves the creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, in accordance with Section 15378, subdivision b of the CEQA Guidelines

3. The City Council urges CalPERS to immediately instruct CalPERS' asset managers to take steps to stop any new investments in companies with more than 10 percent of revenues coming from fossil fuel activity and whose operations involve the extraction of fossil fuels.
4. The City Council urges CalPERS to immediately instruct CalPERS' asset managers to take steps to divest from companies with more than 10 percent of revenues coming from fossil fuel activity, and to reallocate CalPERS investments across the spectrum of the rest of CalPERS public equities, preferably with a focus on sound investments that deliver climate solutions and the returns needed to pay benefits from CalPERS' underfunded pension funds.
5. The City Council urges CalPERS to develop a high-performing Environmental, Social, and Corporate Governance (ESG) portfolio free of investments in companies with more than 10 percent of revenues coming from fossil fuel activity to which CalPERS member agencies may direct a portion of their CalPERS investments.

Boston City Council says no to fossil fuel investments

By Milton J. Valencia and Sabrina Shankman

November 17, 2021

Boston Globe

<https://www.bostonglobe.com/2021/11/17/metro/council-says-no-fossil-fuel-investments>

The City of Boston is poised to give final approval to a law that would divest city funds from the fossil fuel industry, a symbolic but forceful message supporting green energy investment as Massachusetts officials are set to similarly debate where to devote state resources.

In a unanimous vote, the City Council passed an ordinance Wednesday that would prevent the city treasury office from investing any funds in the fossil fuel industry, including infrastructure. The ordinance does not place any restrictions on pension investments, however, since those are governed by state law, but the overwhelming support sends a message as the state also weighs how to invest pension funds.

The ordinance was sent to Mayor Michelle Wu for final approval. Wu's office did not immediately respond for comment. But as a councilor, Wu cosponsored the ordinance earlier this year, suggesting that the measure is likely to be among the first legislation she will sign as mayor. Wu supported similar reviews of ways to divest from fossil fuels through her eight-year tenure on the council.

"As we've stated many times, our budget is a statement of our values," City Councilor Lydia Edwards, a lead sponsor of the ordinance, said at Wednesday's council hearing, urging colleagues to support the measure.

"Where we invest our money is a statement of our priorities, and this is following the rich history of this city saying we will not invest in things that aren't helpful, that will not bring a more equitable future, and that now, today, don't bring about a more green future, an infrastructure that we need," she continued.

The ordinance requires the city's collector-treasurer to divest city funds out of "stocks, securities or other obligations of any company which derives more than fifteen percent of its revenue from the combustion, distribution, extraction, manufacture, or sale of fossil fuels, which shall include coal, oil and gas, or fossil fuel products."

The city's treasury department oversees investments totaling about \$2 billion, but a third of that portfolio is governed by state laws and restrictions, leaving Boston officials in control of just over \$1.3 billion worth of investments, city officials said. Already, the city in recent years has moved to invest more in green energy. The proposed city ordinance would go further by essentially restricting any investments in the fossil fuel industry.

Edwards said the ordinance would remove about \$65 million in city investments from fossil fuels, though the legislation would set a 2025 deadline for full divestment.

The vote came as welcome news to advocates in the state who have been pushing for divestment. "A little bit adds up to a lot," said Cabell Eames, political director for 350 Massachusetts, a climate action

group. “If Boston does it, who’s to say that Northampton won’t do it? And if Northampton does it, who’s to say that Haverhill won’t do it?”

The city has historically prevented investments in other controversial industries, such as the tobacco industry, as a way to send a social justice message. The council passed a similar ordinance in 1984 divesting public funds in companies doing business in the Republic of South Africa.

City Councilor Matt O’Malley, who cosponsored the legislation with Edwards and Wu, said the measure also makes financial sense. Investing in green energy industries is more profitable than those involved in fossil fuels, he said.

“It’s not only the right thing to do when we talk about divestment but also, we do have a fiduciary responsibility to our taxpayers,” O’Malley said. “This is not only good for the planet, but it’s good for our bottom line.”

The city’s approval of the law could push the state to take equal action, part of a broader push to divest taxpayer funds from fossil fuels. The state — which boasts a \$95 billion investment portfolio — has resisted divesting, despite 17 years of calls from residents for it to do so.

Earlier this year, State Treasurer Deborah Goldberg announced that the state pension plan will pursue incorporating an environmental, social, and corporate governance framework into its investment decisionmaking process, but what that will look like remains unclear.

Mary Cerulli, cofounder of Climate Finance Action, said that Goldberg has used the powers of her office to fight the climate crisis in other ways, including voting against reinstating former Exxon CEO Lee Raymond on the JPMorgan Chase board of directors. She also voted this year against CEOs, chairmen, and directors at seven major oil companies, three global banks, and six utility companies, according to Cerulli.

Bill McKibben, a leader of the divestment movement, said, though, that state officials could do more, calling the divestment in fossil fuel resources an “easy and obvious place” for climate action in Massachusetts.

He pointed to successful divestment campaigns in Maine, New York State, and Quebec, as well as the recent decision by Harvard University to divest, and said it is a “crazy fact that the state pension fund is still investing in fossil fuels.”

“When you’re trailing Harvard University on these things you know you’re behind the curve,” he said.

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Banking on **CLIMATE CHAOS**

FOSSIL FUEL FINANCE REPORT **2022**



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Banking on
CLIMATE CHAOS
FOSSIL FUEL FINANCE REPORT 2022

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The Caldor fire in the foothills of the Sierra Mountain range, near Lake Tahoe, California burned 221,835 acres over 69 days in 2021 and evacuated more than 50,000 residents of the surrounding area.
PHOTO: Nikki Ritcher / We Animals Media

EXECUTIVE SUMMARY

Fossil fuel financing from the world's **60** largest banks has reached **USD \$4.6 trillion** in the six years since the adoption of the Paris Agreement, with **\$742 billion** in fossil fuel financing in 2021 alone. This report examines commercial and investment bank financing for the fossil fuel industry — aggregating their leading roles in lending and underwriting debt and equity issuances — and finds that even in a year where net-zero commitments were all the rage, the financial sector continued its business-as-usual driving of climate chaos. Fossil fuel financing plateaued last year, amid a lagging recovery from the COVID-19 pandemic — yet at levels still higher than in 2016, the first year after the Paris Agreement

was adopted. These findings underscore the need for banks to immediately implement policies that end their financing for fossil fuel expansion and begin to zero out their support altogether.

Overall fossil fuel financing remains dominated by four U.S. banks — **JPMorgan Chase**, **Citi**, **Wells Fargo**, and **Bank of America** — who together account for one quarter of all fossil fuel financing identified over the last six years. **RBC** is Canada's worst banker of fossil fuels, with **Barclays** as the worst in Europe and **MUFG** as the worst in Japan.

These banks may tout their commitments to helping their clients transition, and yet the **60** banks profiled in this report funneled **\$185.5 billion** just last year into the **100** companies doing the most to expand the fossil fuel sector, such as **Saudi Aramco** and **ExxonMobil** — even when carbon budgets make clear that we cannot afford any new coal, gas, or oil supply or infrastructure.

Banking on Climate Chaos 2022 also assesses bank financing for top companies in certain spotlight fossil fuel sectors, and highlights the communities fighting projects in these sectors that threaten their lives and livelihoods.

Tar sands oil: Alarmingly, tar sands saw a **51%** increase in financing from 2020–2021, to **\$23.3 billion**, with the biggest jump coming from Canadian banks **RBC** and **TD**.

Arctic oil and gas: **JPMorgan Chase**, **SMBC Group**, and **Intesa Sanpaolo** were the top bankers of Arctic oil and gas last year. The sector saw **\$8.2 billion** in funding in 2021, underscoring that policies restricting direct financing for projects don't go far enough.

Offshore oil and gas: Big banks funneled **\$52.9 billion** into offshore oil and gas last year, with U.S. banks **Citi** and **JPMorgan Chase** providing the most financing in 2021. **BNP Paribas** was the biggest banker of offshore oil and gas over the six year period since the Paris Agreement.

Fracked oil and gas: Fracking saw **\$62.1 billion** in financing last year, dominated by North American banks with **Wells Fargo** at the top, funding producers like **Diamondback Energy** and pipeline companies like **Kinder Morgan**.

Liquefied natural gas (LNG): **Morgan Stanley**, **RBC**, and **Goldman Sachs** were 2021's worst bankers of LNG, a sector that is looking to banks to help push through a slate of enormous infrastructure projects.

Coal mining: Coal mining financing is led by the Chinese banks, with **China Everbright Bank** and **China CITIC Bank** as the worst financiers in 2021. Big banks overall provided **\$17.4 billion** to the sector last year.

Coal power: Coal power funding has been essentially flat the last three years, at around **\$44 billion** — which is alarming given that coal power needs to be rapidly phased out this decade and next. **China Merchants Bank** and **Ping An Group** led financing for the sector last year.

As for banks heading in the right direction, France's **La Banque Postale** has set the bar for oil and gas policies, publishing in 2021 a commitment to end financing for all companies expanding oil and gas, and exit

the sector completely by 2030. Banks such as **Crédit Agricole** and **Nordea Bank** have made similar commitments on coal. Their global peers must also take on the crucial task of immediately ending financing for fossil fuel

expansion and beginning to phase out all other fossil fuel financing, lest they lead our world further into climate disaster.

» Full datasets are available for download at: BankingonClimateChaos.org

INTRODUCTION

Any bank supporting
any company that is
expanding fossil fuels
is **driving climate chaos.**

PHOTO: 1968 / Shutterstock

In a year that saw unprecedented attention to banks' role in driving climate change, one of the most important developments flew largely under the radar: **La Banque Postale** — a major French bank with **\$901.7 billion** in assets¹ — announced a groundbreaking policy that suspends support for all companies expanding oil and gas, and commits the bank to exit oil and gas financing entirely by 2030.²

That policy sets a new bar that every major bank must meet in this crucial decade for the climate. Potential emissions from fossil fuels already in production or under construction — the wells already drilled or being drilled, the mines already dug — takes the world well past 2°C of global heating, and in-production oil and gas alone more than exhausts the 1.5°C carbon budget.³ Experience shows us that new oil and gas fields and new coal mines, once developed, are locked in: there is overwhelming pressure to fully extract them. Furthermore, new or expanded fossil fuel infrastructure drives expanded extraction upstream. The clear conclusion is that we simply cannot afford to develop any new oil, gas, or coal: no new oil and gas fields, no new coal mines, no new or expanded oil and gas pipelines, no new LNG terminals, no new coal-fired power plants.

Any bank supporting any company that is expanding fossil fuels is driving climate chaos.

A number of global banks have established policies prohibiting financing for some companies expanding coal — joined in 2021 by **La Banque Postale**, **Nordea Bank** and **Intesa SanPaolo**.⁴ (Citi, the biggest coal power banker outside China over the last six years,⁵ established a watered-down version of such a policy and has yet to be joined even in that modest step by any of its Wall Street peers.⁶) But as crucial as it is for the global economy to exit coal, financing to coal and mining companies represents only about **4%** of the fossil fuel lending and underwriting in the scope of this report, while **26%** went to utilities including coal power generators — dwarfed by the approximately **67%** that went to oil and gas (the remaining 4% went to diversified companies that are not primarily related to either oil and gas or coal). Furthermore, a prohibition on corporate financing to companies expanding fossil fuels is crucial — even the strongest policies restricting project-specific financing would apply to only about **5%** of fossil fuel financing over the past six years, which is simply insufficient.⁷

The biggest bankers of fossil fuels have instead taken much more incremental steps, patting themselves on the back while delaying serious climate action. The year 2021 was the year of net zero: 44 of the 60 banks in the scope of this report have now committed to “net zero emissions by 2050” — that is, to reduce the emissions from the companies and projects they finance, including potentially through the use of offsets, by three decades from now.⁸ The Net-Zero Banking Alliance and the umbrella initiative Glasgow Finance Alliance for Net Zero (GFANZ) launched in April. That was followed by the self-congratulatory announcement in November that the capital committed to GFANZ had topped \$130 trillion.⁹ While the acknowledgement of banks' accountability for their climate impact is welcome, as is the setting of their long-term direction of travel, long-term commitments cannot serve as cover for short-term continuation of business as usual; if they do, they are simply greenwashing. The “net” in net zero also threatens to entrench a system of offsets that endangers human rights and nature, does not reduce emissions, and undermines and delays necessary emissions reductions elsewhere.¹⁰

European gas pipeline Eugal which would carry Russian natural gas via the Nord Stream 2 pipeline through Germany to the Czech Republic. The operator GASCADE Gastransport GmbH is a subsidiary of Wintershall and Gazprom.
PHOTO: Paul Langrock / Greenpeace



In May 2021, the International Energy Agency (IEA) — whose reports banks and their fossil fuel clients have been happy to endorse so long as they provide cover for business as usual — issued its first scenario setting out what is required for alignment with net zero by 2050. That scenario’s headline finding was that “no new oil and gas fields are required” in a 1.5°C scenario — on top of the fact that new coal mines or coal mine extensions, and new unabated coal plants, are also outside the 1.5°C climate budget.¹¹ Aside from **La Banque Postale**, none of the banks that have committed to net zero in the scope of this report have ruled out financing for companies expanding oil and gas.

In fact, the banks in the scope of this report that have committed to net zero by 2050 — 44 out of 60 — provided **\$145.9 billion** in financing in 2021 for the 100 companies doing

the most to expand oil, gas, and coal.¹² This included **\$11.6 billion** to **QatarEnergy**, **\$13 billion** to **Saudi Aramco**, and **\$10 billion** to **ExxonMobil**.¹³ Those companies are planning the most, the third-most, and the fourth-most upstream oil and gas expansion, respectively, of any companies in the world, with a total of **42.7 billion** barrels of oil equivalent under development or field evaluation in 2021.¹⁴

Taken as a whole, bank fossil fuel financing stayed flat from 2020 to 2021. As the economy continues to emerge from the COVID-19 pandemic, there is a real danger that bank fossil fuel financing could stay the same, or even increase, given that most major banks do not have policies in place to ensure that fossil fuel financing will decline going forward.

U.S. banks continue to be the single worst grouping of fossil banks, with the top four fossil

fuel funders in the world (**JPMorgan Chase**, **Citi**, **Wells Fargo**, and **Bank of America**) all headquartered in the U.S., joined by **Morgan Stanley** and **Goldman Sachs** in the top 14.¹⁵ Together, these six banks provided **29%** of fossil fuel financing identified in 2021 — and **31%** of fossil fuel financing since the Paris Agreement, a finding that is flatly incompatible with U.S. aspirations to be a global leader on climate.¹⁶ **Wells Fargo** and **JPMorgan Chase** both increased their fossil fuel financing in 2021.

Canadian banks continue to be over-represented in the dirty dozen top fossil banks since the Paris Agreement, with **RBC**, **Scotiabank**, and **TD** all in the top 12. Remarkably, this trio, plus **Bank of Montreal** and **CIBC**, all increased their fossil fuel financing from 2020 to 2021.

Japan is the other country with two banks among the worst 12, with **MUFG** and **Mizuho** at #6 and #8, respectively. Both increased their fossil fuel financing in 2021 as well. **Barclays** continues to be worst in the UK, at #7 globally, and **BNP Paribas** is the worst in mainland Europe, at #11.

Among spotlight subsectors, all saw slight declines in financing from 2020 to 2021 — with the exceptions of coal power, which stayed roughly flat, and tar sands oil, which increased an alarming **51%**, due largely to increased funding for producers such as **Suncor Energy** and **Cenovus Energy** and pipeline companies like **Inter Pipeline** and **Enbridge**.¹⁷ **RBC** was the worst banker of tar sands in 2021, and **China Merchants Bank** the worst on coal power.

In 2021, fossil fuel lending and underwriting continued to drive shocking human rights abuses, particularly in Indigenous, Black, and Brown communities. And communities facing those impacts continued to resist — from Australia’s #StopAdani movement, to the camps opposing **Enbridge**’s Line 3 Pipeline in the U.S., to the growing coalition to stop the East African Crude Oil Pipeline across Uganda and Tanzania. A sampling of these destructive projects and the people fighting them are mapped on page 22; see BankingOnClimateChaos.org/case-studies to hear directly from communities impacted by fossil fuel financing.

We have already squandered a quarter of the crucial decade for the climate, making the

overall goal of cutting total global carbon emissions in half by 2030 as urgent as ever. As the Intergovernmental Panel on Climate Change stated in one of its latest sobering reports, “Any further delay in concerted anticipatory global action on adaptation and mitigation will miss a brief and rapidly closing window of opportunity to secure a liveable and sustainable future for all.”¹⁸ Even so, the fossil fuel industry has yet to bend the curve toward anything close to that bare-minimum half-by-2030 target. But one crucial next step to get on the right path is clear: an immediate end to new oil, gas, and coal. In 2022, every bank must make ending fossil expansion an explicit precondition for any financial support, while also beginning to zero out financing for the sector altogether.



The Trans Canada highway remains partially submerged by flood water after rainstorms lashed the western Canadian province of British Columbia, triggering landslides and floods, shutting highways, in Abbotsford, British Columbia, Canada November 19, 2021. PHOTO: Jennifer Gauthier / Reuters

Communities across Queensland, Australia, which include the Wangan and Jagalingou people, have been resisting Adani’s Carmichael coal mine for years. PHOTO: Stop Adani / flickr



Demonstrators march against Enbridge’s Line 3 pipeline in Minnesota. PHOTO: Jake Conroy / RAN



The GSP Saturn drilling rig, commissioned by Gazprom-Neft to drill exploratory wells to extract offshore oil in the Arctic. PHOTO: Gleb Paikachev / Greenpeace



Laying out the Trans Mountain oil pipeline near Hinton Alberta Canada PHOTO: Robert McGuey / Industry / Alamy Stock Photo

LEAGUE TABLE - Banking on Fossil Fuels

Bank financing for approximately 2,700 subsidiaries of 1,635 parent companies active across the fossil fuel life cycle

B = BILLIONS M = MILLIONS T = TRILLIONS



RANK	BANK	2016	2017	2018	2019	2020	2021	TOTAL 2016-2021	TREND
1	JPMORGAN CHASE	\$64.893 B	\$71.042 B	\$68.264 B	\$64.722 B	\$51.750 B	\$61.732 B	\$382.403 B	
2	CITI	\$44.936 B	\$47.555 B	\$48.923 B	\$53.607 B	\$48.998 B	\$41.351 B	\$285.370 B	
3	WELLS FARGO	\$36.808 B	\$55.186 B	\$61.612 B	\$45.360 B	\$26.639 B	\$46.215 B	\$271.819 B	
4	BANK OF AMERICA	\$39.263 B	\$36.415 B	\$34.155 B	\$48.055 B	\$42.146 B	\$31.978 B	\$232.011 B	
5	RBC	\$29.865 B	\$38.829 B	\$38.564 B	\$35.945 B	\$19.268 B	\$38.757 B	\$201.229 B	
6	MUFG	\$25.479 B	\$26.406 B	\$36.608 B	\$31.894 B	\$29.209 B	\$31.899 B	\$181.495 B	
7	BARCLAYS	\$31.298 B	\$30.608 B	\$26.628 B	\$30.602 B	\$28.022 B	\$19.583 B	\$166.741 B	
8	MIZUHO	\$22.325 B	\$19.803 B	\$29.521 B	\$32.885 B	\$23.497 B	\$27.713 B	\$155.744 B	
9	SCOTIABANK	\$20.810 B	\$25.867 B	\$29.014 B	\$27.007 B	\$16.244 B	\$30.402 B	\$149.344 B	
10	BNP PARIBAS	\$17.876 B	\$18.123 B	\$18.516 B	\$29.684 B	\$42.661 B	\$14.745 B	\$141.605 B	
11	TD	\$20.376 B	\$29.274 B	\$25.625 B	\$27.465 B	\$16.989 B	\$21.154 B	\$140.883 B	
12	MORGAN STANLEY	\$24.924 B	\$25.282 B	\$20.853 B	\$23.018 B	\$21.787 B	\$21.423 B	\$137.287 B	
13	HSBC	\$17.954 B	\$22.338 B	\$20.868 B	\$26.773 B	\$24.559 B	\$17.976 B	\$130.468 B	
14	GOLDMAN SACHS	\$23.026 B	\$19.925 B	\$17.342 B	\$21.607 B	\$19.253 B	\$17.822 B	\$118.976 B	
15	BANK OF MONTREAL	\$17.766 B	\$21.725 B	\$21.882 B	\$21.858 B	\$15.078 B	\$18.781 B	\$117.090 B	
16	BANK OF CHINA	\$25.767 B	\$14.000 B	\$22.315 B	\$20.306 B	\$19.144 B	\$14.375 B	\$115.908 B	
17	ICBC	\$19.708 B	\$15.349 B	\$15.023 B	\$19.995 B	\$25.199 B	\$17.490 B	\$112.764 B	
18	SMBC GROUP	\$11.166 B	\$12.285 B	\$16.125 B	\$20.056 B	\$29.673 B	\$19.970 B	\$109.275 B	
19	CREDIT SUISSE	\$19.734 B	\$21.530 B	\$16.905 B	\$14.338 B	\$9.831 B	\$9.398 B	\$91.736 B	
20	CIBC	\$12.242 B	\$14.493 B	\$12.162 B	\$19.578 B	\$9.585 B	\$22.218 B	\$90.277 B	
21	SOCIÉTÉ GÉNÉRALE	\$13.618 B	\$10.553 B	\$15.240 B	\$14.687 B	\$19.678 B	\$13.652 B	\$87.427 B	
22	DEUTSCHE BANK	\$21.182 B	\$19.424 B	\$15.477 B	\$11.514 B	\$9.248 B	\$9.108 B	\$85.953 B	
23	CRÉDIT AGRICOLE	\$9.306 B	\$11.401 B	\$13.436 B	\$12.159 B	\$19.529 B	\$9.946 B	\$75.777 B	
24	AGRICULTURAL BANK OF CHINA	\$12.116 B	\$6.158 B	\$7.803 B	\$11.736 B	\$14.897 B	\$18.207 B	\$70.917 B	
25	CHINA CONSTRUCTION BANK	\$15.415 B	\$8.877 B	\$9.200 B	\$13.292 B	\$12.415 B	\$9.475 B	\$68.675 B	
26	INDUSTRIAL BANK	\$8.142 B	\$8.194 B	\$11.709 B	\$10.644 B	\$13.878 B	\$14.386 B	\$66.952 B	
27	CHINA CITIC BANK	\$8.480 B	\$6.768 B	\$10.370 B	\$11.877 B	\$10.279 B	\$12.713 B	\$60.485 B	
28	ING	\$9.140 B	\$8.350 B	\$11.447 B	\$8.970 B	\$6.237 B	\$10.753 B	\$54.898 B	
29	BPCE/NATIXIS	\$5.756 B	\$5.835 B	\$11.644 B	\$7.713 B	\$6.470 B	\$8.839 B	\$46.257 B	
30	SHANGHAI PUDONG DEVELOPMENT BANK	\$6.142 B	\$5.224 B	\$6.477 B	\$8.076 B	\$11.070 B	\$9.004 B	\$45.993 B	

LEAGUE TABLE - *Banking on Fossil Fuels* (cont'd)

B = BILLIONS M = MILLIONS T = TRILLIONS

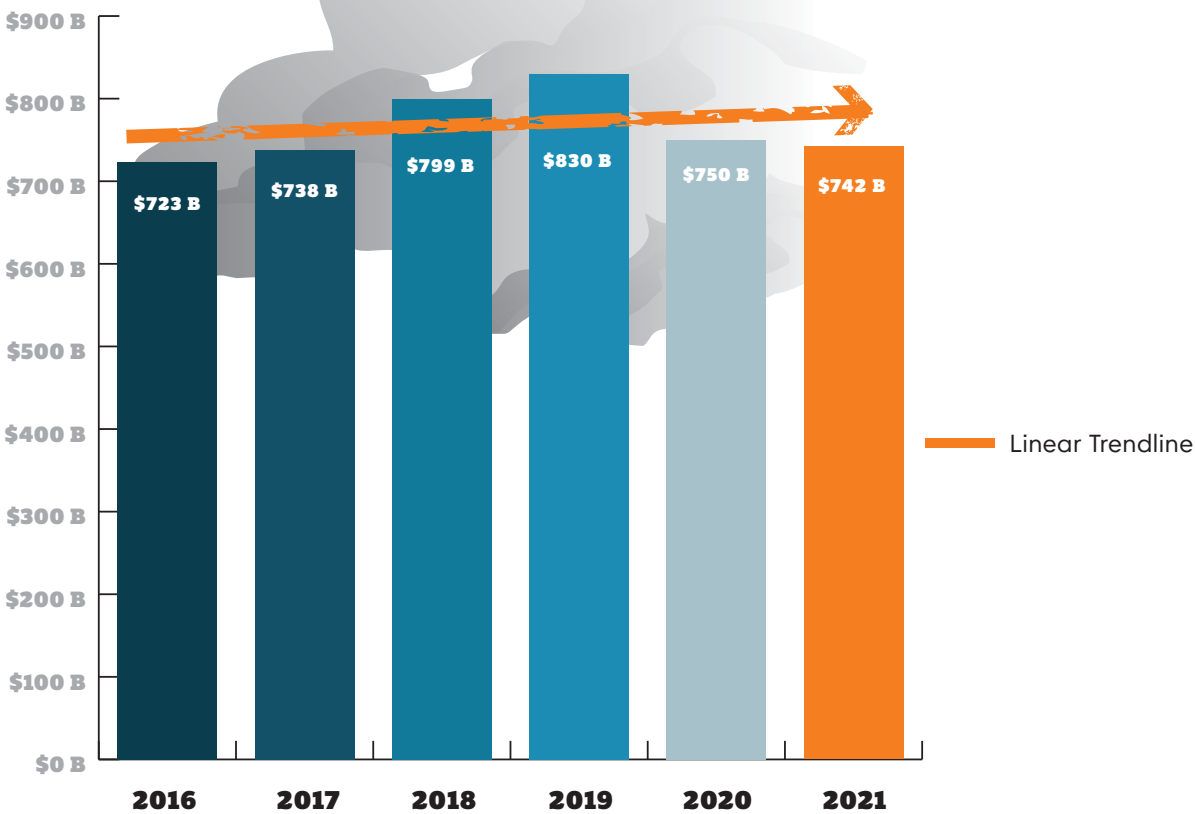
RANK	BANK	2016	2017	2018	2019	2020	2021	TOTAL 2016-2020	TREND
31	CHINA MERCHANTS BANK	\$9.228 B	\$3.662 B	\$7.758 B	\$5.802 B	\$7.201 B	\$10.645 B	\$44.297 B	
32	SANTANDER	\$6.512 B	\$4.994 B	\$4.856 B	\$8.483 B	\$10.147 B	\$7.920 B	\$42.913 B	
33	CHINA EVERBRIGHT BANK	\$5.425 B	\$4.423 B	\$4.184 B	\$4.792 B	\$11.533 B	\$10.320 B	\$40.676 B	
34	UBS	\$7.806 B	\$9.095 B	\$11.000 B	\$6.305 B	\$2.257 B	\$3.595 B	\$40.057 B	
35	PING AN GROUP	\$2.950 B	\$4.842 B	\$8.015 B	\$5.448 B	\$8.468 B	\$10.004 B	\$39.727 B	
36	STANDARD CHARTERED	\$2.674 B	\$5.197 B	\$10.070 B	\$8.316 B	\$7.094 B	\$6.288 B	\$39.639 B	
37	UNICREDIT	\$6.049 B	\$6.700 B	\$4.921 B	\$5.430 B	\$8.356 B	\$4.742 B	\$36.199 B	
38	PNC	\$2.652 B	\$4.713 B	\$7.546 B	\$5.688 B	\$4.523 B	\$6.908 B	\$32.029 B	
39	BANK OF COMMUNICATIONS	\$4.344 B	\$3.045 B	\$4.659 B	\$4.265 B	\$6.603 B	\$8.611 B	\$31.526 B	
40	CHINA MINSHENG BANK	\$1.856 B	\$978 M	\$2.811 B	\$10.302 B	\$10.659 B	\$1.997 B	\$28.603 B	
41	STATE BANK OF INDIA	\$6.326 B	\$7.347 B	\$739 M	\$6.223 B	\$2.135 B	\$3.605 B	\$26.573 B	
42	BBVA	\$4.640 B	\$3.439 B	\$4.866 B	\$4.876 B	\$4.901 B	\$3.550 B	\$26.273 B	
43	INTESA SANPAOLO	\$4.320 B	\$1.994 B	\$4.450 B	\$1.596 B	\$1.879 B	\$3.695 B	\$17.934 B	
44	ANZ	\$3.227 B	\$2.679 B	\$4.033 B	\$3.167 B	\$3.090 B	\$1.480 B	\$17.676 B	
45	NATWEST	\$3.557 B	\$2.696 B	\$3.299 B	\$1.473 B	\$1.984 B	\$1.835 B	\$14.844 B	
46	COMMERZBANK	\$995 M	\$2.655 B	\$2.483 B	\$3.533 B	\$2.120 B	\$1.119 B	\$12.904 B	
47	KB FINANCIAL	\$2.566 B	\$1.089 B	\$5.277 B	\$1.302 B	\$1.783 B	\$739 M	\$12.757 B	
48	LLOYDS	\$2.641 B	\$2.446 B	\$2.431 B	\$1.523 B	\$2.300 B	\$1.309 B	\$12.650 B	
49	POSTAL SAVINGS BANK OF CHINA	\$165 M	\$1.007 B	\$1.671 B	\$2.912 B	\$2.158 B	\$3.799 B	\$11.712 B	
50	RABOBANK	\$2.207 B	\$1.644 B	\$1.808 B	\$1.842 B	\$873 M	\$2.094 B	\$10.469 B	
51	NORDEA BANK	\$2.691 B	\$1.836 B	\$1.177 B	\$2.063 B	\$1.444 B	\$1.019 B	\$10.232 B	
52	WESTPAC	\$803 M	\$1.305 B	\$1.136 B	\$2.959 B	\$788 M	\$683 M	\$7.673 B	
53	COMMONWEALTH BANK	\$1.304 B	\$650 M	\$1.887 B	\$950 M	\$1.723 B	\$1.059 B	\$7.573 B	
54	DANSKE BANK	\$1.114 B	\$711 M	\$1.256 B	\$1.697 B	\$799 M	\$1.099 B	\$6.677 B	
55	NAB	\$998 M	\$538 M	\$1.301 B	\$1.345 B	\$649 M	\$1.774 B	\$6.605 B	
56	CAIXABANK	\$584 M	\$722 M	\$1.276 B	\$1.774 B	\$575 M	\$541 M	\$5.471 B	
57	DZ BANK	\$259 M	\$299 M	\$374 M	\$285 M	\$355 M	\$57 M	\$1.630 B	
58	LA BANQUE POSTALE	\$18 M	-	\$23 M	\$34 M	\$82 M	\$267 M	\$423 M	
59	CRÉDIT MUTUEL	\$18 M	\$35 M	\$197 M	\$134 M	-	\$14 M	\$397 M	
60	SUMI TRUST	\$29 M	-	-	-	\$200 M	-	\$229 M	
GRAND TOTAL		\$723.468 B	\$737.561 B	\$799.212 B	\$829.942 B	\$749.913 B	\$741.831 B	\$4.582 T	

KEY FINDINGS

In the **six years** since the adoption of the Paris Agreement, the world's **60 largest private sector banks** financed fossil fuels with USD **\$4.6 trillion**.

Fossil fuel financing plateaued last year, yet with levels still higher than in 2016. During this crucial decade for action, when we need the financial sector to rapidly reduce its support for fossil fuels, the overall linear financing trend since Paris is still headed upward.

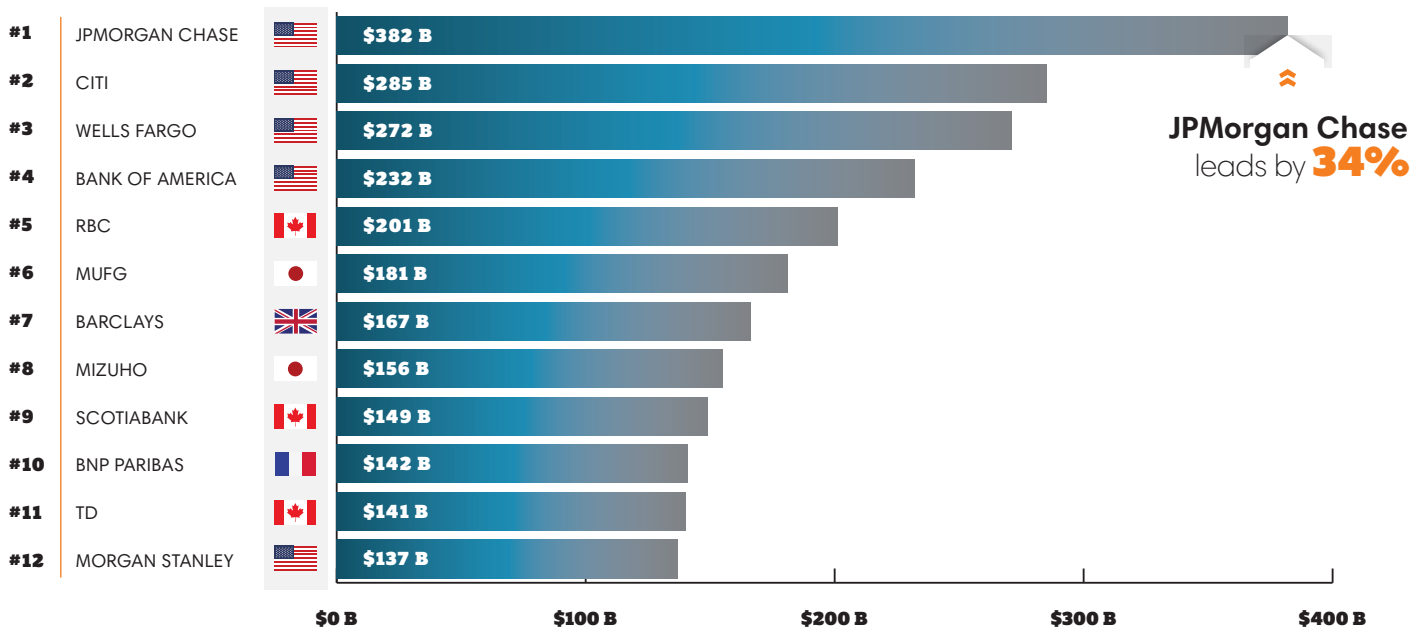
GLOBAL FOSSIL FUEL FINANCING 2016-2021 (BILLIONS USD)



THE DIRTY DOZEN

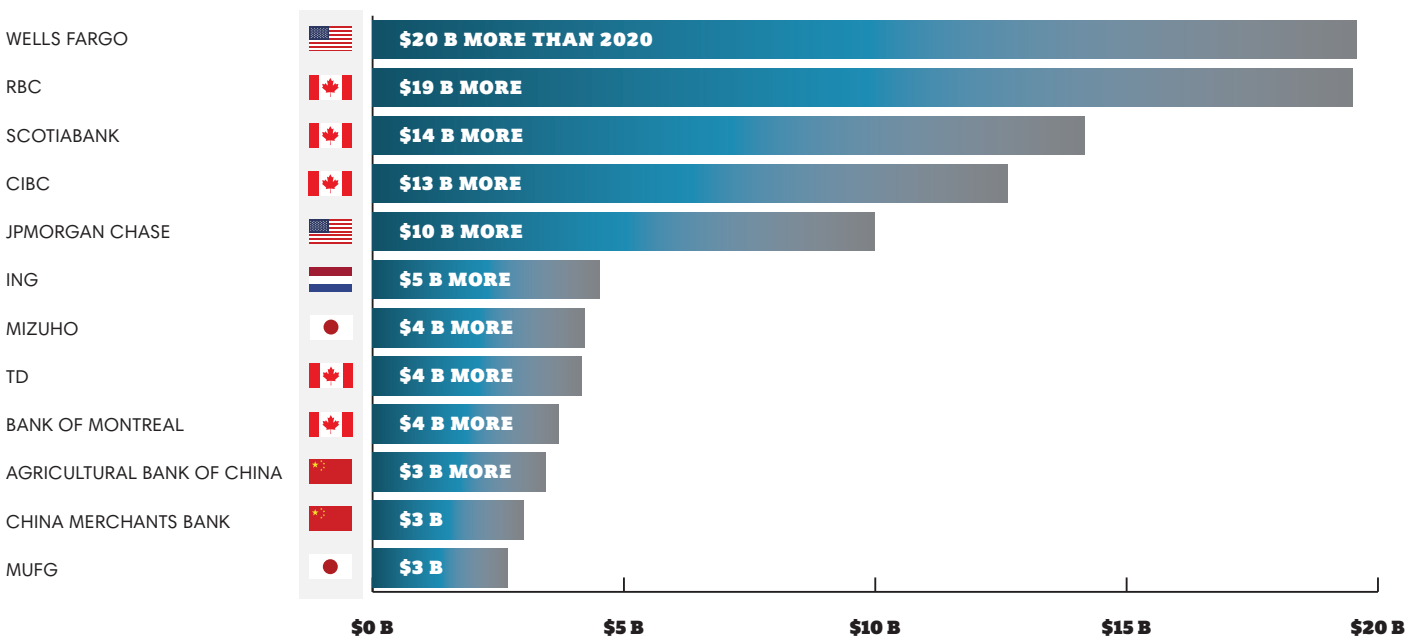
This report shows that JPMorgan Chase continues to be the world's worst banker of fossil fuels. This has been true every year since the Paris Agreement, as shown on pages 8-9.

FOSSIL FUEL FINANCING 2016-2021 (BILLIONS USD)



Twenty-six banks trended in the wrong direction last year, increasing their financing of fossil fuels, with Wells Fargo and RBC being the worst culprits.

BIGGEST FINANCING INCREASES 2020-2021 (BILLIONS USD)

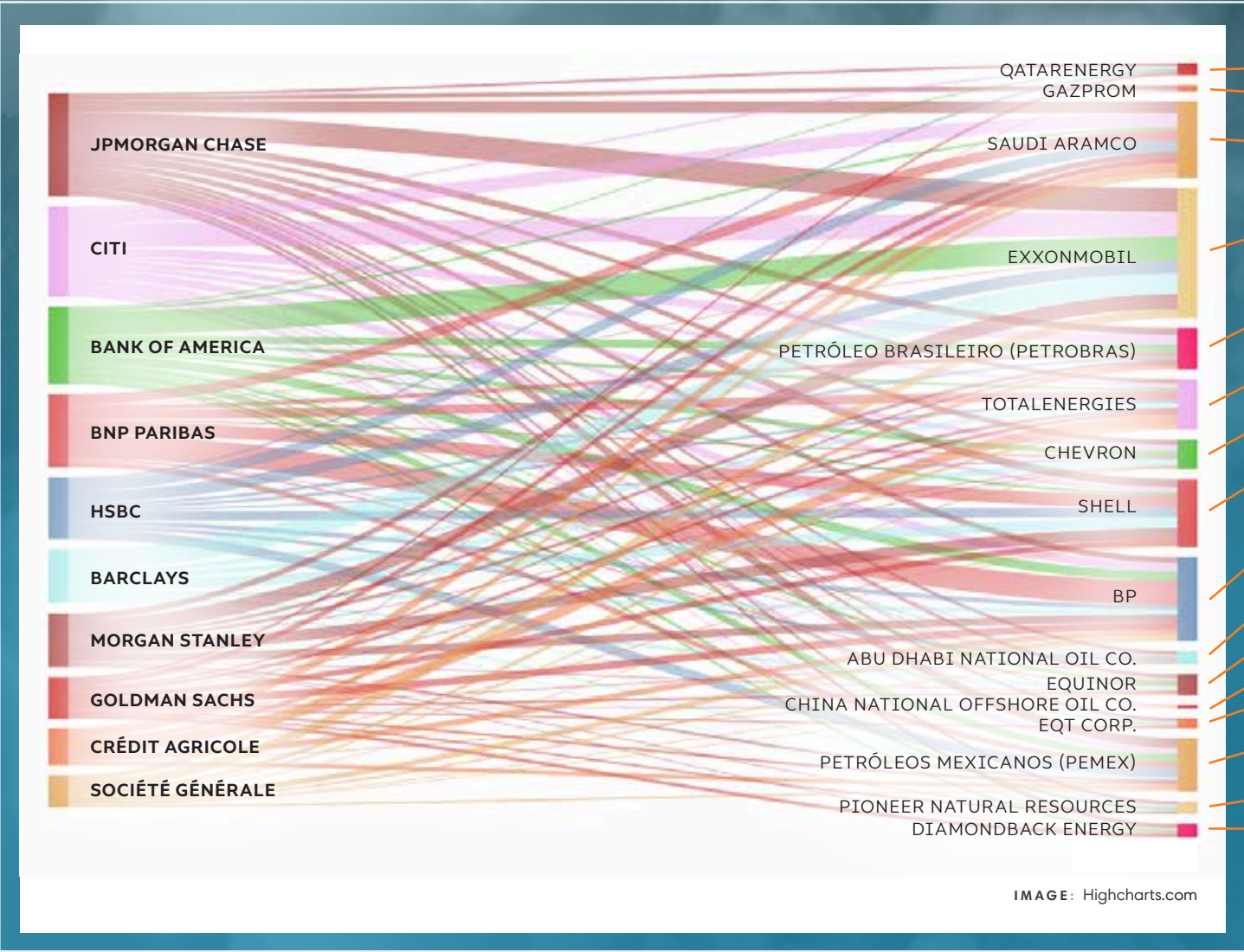


GLOBAL BANKS ARE DRIVING OIL & GAS EXPANSION

As the IEA underlined last year, net zero by 2050 — which 44 out of the 60 banks in the scope of this report have committed to — requires “no new oil and gas fields.”¹⁹ But global banks have massively supported the companies doing the most to open new oil and gas fields. The new Global Oil and Gas Exit List offers the first comprehensive comparison of companies’ upstream oil and gas

expansion plans, including two key metrics: (1) resources under development/field evaluation and (2) capital expenditure (CapEx) on exploration for new reserves.²⁰ Upstream oil and gas expansion is remarkably concentrated: the top 20 companies are responsible for more than half of resource development and more than half of exploration CapEx.

Bank support for those companies is also remarkably concentrated: the top 10 bankers of those top 20 companies are responsible for 63% of the companies’ big-bank financing since Paris. Each of those top ten bankers is formally committed to net zero by 2050.



Width of each ribbon represents the fossil fuel financing amount from a bank to a client and relevant subsidiaries from 2016–2021.²¹ Only 16 of the 20 companies appear on the diagram because the remaining four did not receive financing led by these 10 banks over the time period in question. An interactive graph with all financing amounts is available at BankingOnClimateChaos.org. Resource development and CapEx figures sourced from the Global Oil and Gas Exit List.²²

COMPANY	HEADQUARTERS	RESOURCES UNDER DEVELOPMENT / FIELD EVALUATION 2021 (B=BILLIONS BOE*)	EXPLORATION CAPEX 3-YEAR AVERAGE 2019-2021 (M=MILLIONS USD)
QATARENERGY	Qatar	20.1 B	\$172 M
GAZPROM	Russia	16.7 B	\$1,174 M
SAUDI ARAMCO	Saudi Arabia	15.2 B	\$1,881 M
EXXONMOBIL	U.S.	7.4 B	\$1,616 M
PETRÓLEO BRASILEIRO (PETROBRAS)	Brazil	7.2 B	\$372 M
TOTALENERGIES	France	4.3 B	\$837 M
CHEVRON	U.S.	4.0 B	\$942 M
SHELL	U.K.	3.8 B	\$2,437 M
BP	U.K.	3.2 B	\$939 M
ABU DHABI NATIONAL OIL CO.	United Arab Emirates	2.9 B	\$43 M
EQUINOR	Norway	2.7 B	\$1,168 M
CHINA NATIONAL OFFSHORE OIL CO.	China	2.6 B	\$2,827 M
EQT CORP.	U.S.	2.4 B	\$26 M
PETRÓLEOS MEXICANOS (PEMEX)	Mexico	0.4 B	\$1,912 M
PIONEER NATURAL RESOURCES	U.S.	0.8 B	\$1,227 M
DIAMONDBACK ENERGY	U.S.	0.6 B	\$1,058 M
TÜRKMENGAZ	Turkmenistan	5.4 B	-
NATIONAL IRANIAN OIL CO.	Iran	2.9 B	\$21 M
PETROCHINA**	China	1.6 B	\$5,987 M
CHINA PETROLEUM & CHEMICAL CORP. (SINOPEC)	China	0.7 B	\$2,291 M
TOTAL		105 BILLION BOE = 55% OF TOTAL GLOBAL OIL AND GAS RESOURCE DEVELOPMENT	\$26.9 BILLION USD = 52% OF TOTAL GLOBAL EXPLORATION CAPEX

* BOE - Barrels of Oil Equivalent
** Subsidiary of China National Petroleum Corp.

2021: A YEAR OF HYPOCRISY

In 2021, the year of “net zero by 2050” pledges, banks prematurely patted themselves on the back for adopting financed emissions targets a generation away while delaying serious climate action now. This timeline lays out how banks with net-zero commitments last year also financed the top **20** upstream oil and gas expansion companies, potentially helping to lock the planet into decades of climate-warming emissions.

Of the **60** banks in the scope of this report, **28** led financing for the top **20** upstream oil and gas expansion companies in 2021, as detailed in this timeline. By April 2021, **20** of them had committed to net zero by 2050 individually, joined the Net-Zero Banking Alliance as a founding member at its launch on 21 April 2021, or both.²³ **MUFG** committed to net zero by 2050 in May and **Crédit Agricole** joined the NZBA in June.²⁴ **CIBC** and **SMBC** committed to net zero by 2050 in August.²⁵ **Intesa Sanpaolo**, **JPMorgan Chase**, **RBC** and **UniCredit** joined the NZBA in October.²⁶

Transaction data sourced from Bloomberg Finance L.P.

JANUARY–FEBRUARY

Banks underwrite **\$3.2 billion** in corporate bonds to **Gazprom**, including:

Intesa Sanpaolo
JPMorgan Chase

SMBC Group

FEBRUARY

Banks underwrite **\$2 billion** in corporate bonds to **BP**, including:

Citi
Deutsche Bank
Goldman Sachs

JPMorgan Chase
Morgan Stanley
NatWest

APRIL

An initial group of banks sign on to the launch of the Net-Zero Banking Alliance, committing to transition all portfolios to “align with pathways to net-zero by 2050 or sooner”²⁷

MAY

Banks lend **\$6 billion** to **Equinor**, including:

Bank of America
Barclays
BNP Paribas
CIBC
Citi
Crédit Agricole
Deutsche Bank
Goldman Sachs

JPMorgan Chase
Mizuho
Morgan Stanley
MUFG
Nordea Bank
Santander
Société Générale
Standard Chartered

MAY

Banks lend **\$10 billion** to **Saudi Aramco**, including:

BNP Paribas
Citi
Crédit Agricole
HSBC
JPMorgan Chase

Mizuho
MUFG
SMBC Group
Société Générale

MAY

Banks underwrite **\$1.2 billion** in corporate bonds and a **\$445 million** equity issuance to **Abu Dhabi National Oil Co.**, both led by:

Citi

MAY

The International Energy Agency releases a report outlining a comprehensive energy pathway toward global net-zero emissions by 2050, in which there are “no new oil and gas fields approved for development”²⁸

JUNE

Banks underwrite **\$2 billion** in bonds to **BP**, including:

Bank of America
Citi
Mizuho

Morgan Stanley
Société Générale
Wells Fargo

JUNE

Banks underwrite **\$12.5 billion** in corporate bonds to **QatarEnergy**, including:

Bank of America
Citi
Credit Suisse
Deutsche Bank

Goldman Sachs
HSBC
JPMorgan Chase
MUFG

JUNE – JULY

Banks underwrite **\$1.5 billion** in corporate bonds to **Gazprom**, including:

Credit Suisse
JPMorgan Chase

UBS

AUGUST

Banks lend **\$10 billion** to **ExxonMobil**, including:

Bank of America
Barclays
Citi
Deutsche Bank
HSBC

JPMorgan Chase
Mizuho
Morgan Stanley
Société Générale

SEPTEMBER

Banks underwrite **\$2.4 billion** in corporate bonds to **BP**, including:

Barclays
BNP Paribas
Commerzbank
Goldman Sachs
HSBC
JPMorgan Chase

Lloyds
Morgan Stanley
Santander
SMBC Group
Standard Chartered
TD

OCTOBER

The Net-Zero Banking Alliance grows to include 94 institutions, including every bank listed in this timeline²⁹

OCTOBER – NOVEMBER

The UN Climate Change Conference, COP26, is held in Glasgow with a significant focus on the role of financial institutions³⁰

NOVEMBER

Banks underwrite **\$580 million** in corporate bonds to **Gazprom**, including:

JPMorgan Chase
Mizuho

UniCredit

NOVEMBER

Banks underwrite **\$1.5 billion** in corporate bonds to **Shell**, including:

Barclays
Citi
Mizuho

RBC
SMBC Group

Clearly, there is still a disconnect between net-zero aspirations and current practices. Out of the **44** banks in this report currently committed to net zero by 2050, **27** still lack a meaningful corporate-level no-expansion policy for any part of the fossil fuel industry.³¹

BANK POLICIES ARE NOT ADDRESSING THE PROBLEM

While most banks in this report have at least some policy language addressing fossil fuel finance, too much of the focus is still on project-specific finance, and/or only on coal.

Regarding oil and gas, out of the 60 largest banks...



40 banks have some restriction on financing oil and gas	...while only 5 explicitly mention oil and gas companies with expansion plans — despite the IEA clearly stating that there is no room for investments in new oil and gas in a 1.5°C scenario ³²
38 banks apply restrictions to some oil and gas projects	...while only 23 oil and gas policies include company-level restrictions (and most are very limited)
Existing policies focus on unconventional oil and gas » Arctic: 39 banks » Tar sands: 25 banks » Fracking: 21 banks	...while only 9 have a policy addressing conventional oil and/or gas ...while close to none of these policies effectively protect financing oil and gas in the Arctic, given corporate financing and geographic loopholes

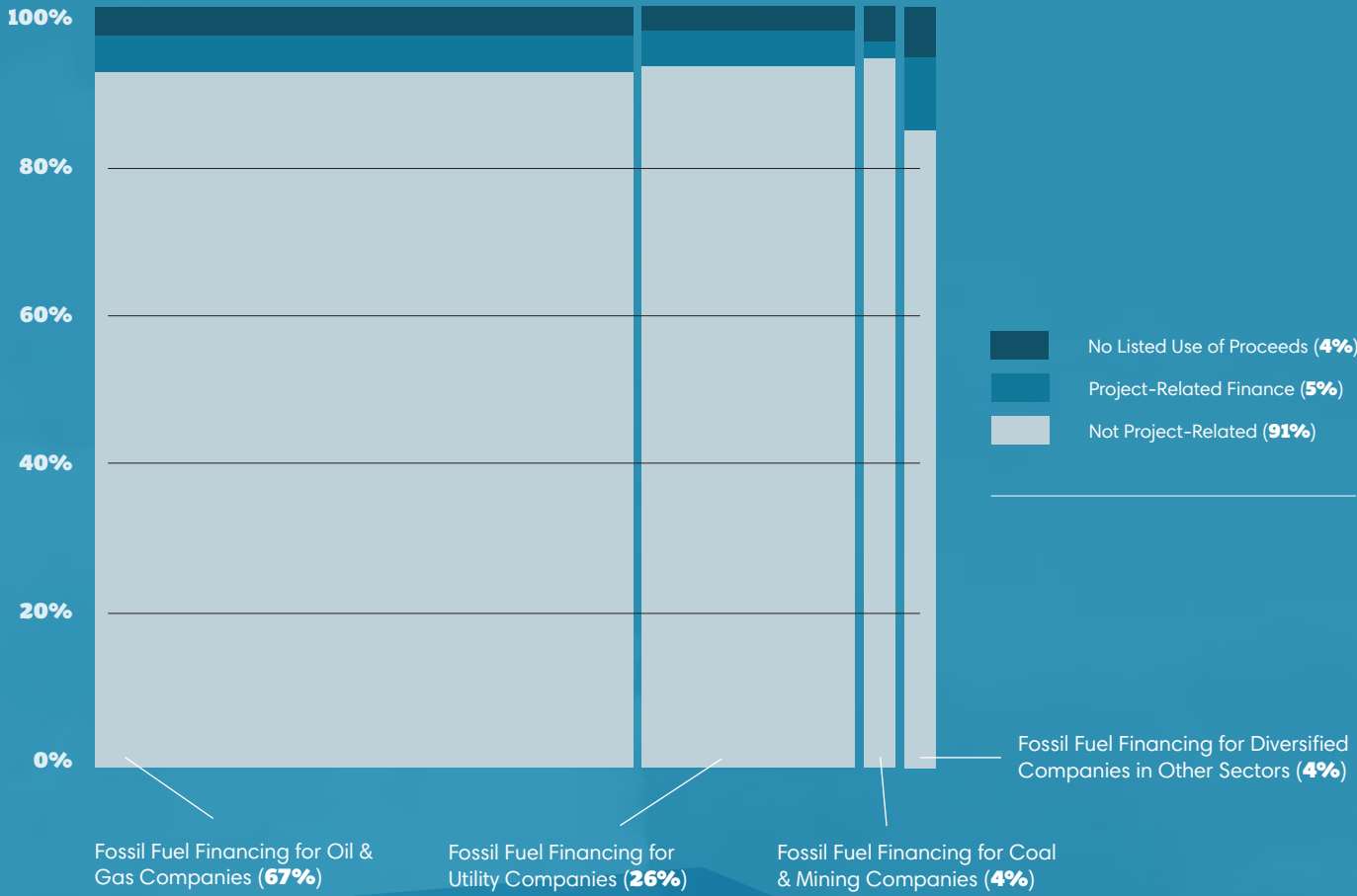
Regarding coal, out of the 60 largest banks...



48 banks have some exclusion on financing coal projects	...while only 17 explicitly exclude some coal developers , without a loophole for their existing clients ...while only 34 have at least a minimal company-level exclusion or phase-out policy for coal
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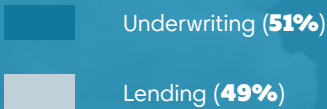
As shown below, the majority of fossil fuel financing since 2016 has been to oil and gas companies, and the vast majority was not project-specific financing. This points to a huge mismatch between where banks have focused their policies and where money is actually flowing.

FOSSIL FUEL FINANCING BY SECTOR AND USE OF PROCEEDS, 2016–2021³⁵



FOSSIL FUEL FINANCING BY ASSET CLASS, 2016–2021

The majority of bank fossil fuel financing over the last six years came in the form of bond and equity underwriting, as opposed to lending. This points to a massive loophole for any bank policy that applies to only the bank's loan book.



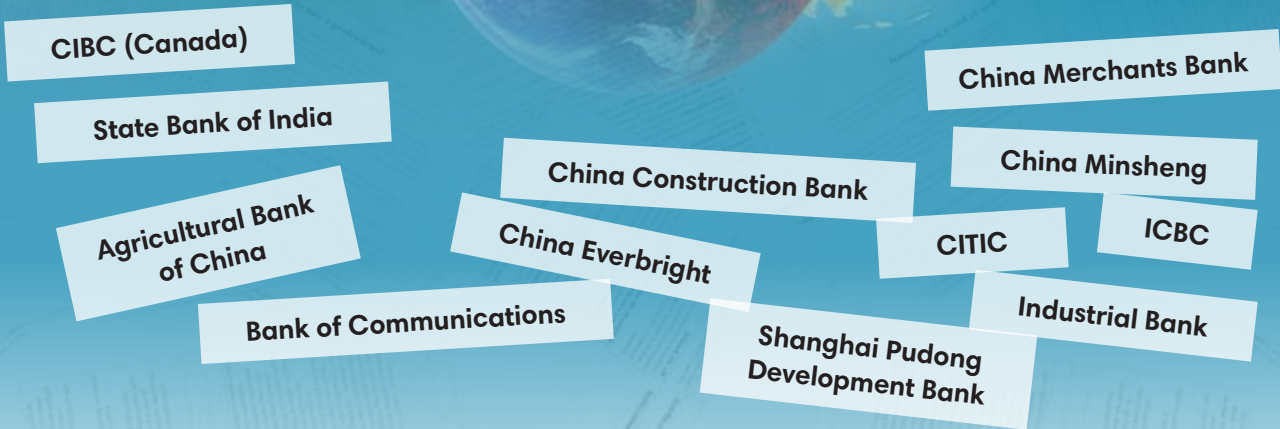
LEADERS SETTING THE EXAMPLE ON NO FOSSIL FUEL EXPANSION

France’s **La Banque Postale** announced in **2021** a groundbreaking policy that suspends support for all companies expanding oil and gas and commits the bank to exit oil and gas financing entirely by **2030**.³⁶ This policy sets a new bar that every major bank must meet in this crucial decade for the climate. The bank’s coal policy is also sufficiently robust.³⁷

Crédit Mutuel also adopted a policy excluding financing for coal mine, plant, and infrastructure developers, but has yet to fully exclude oil and gas expansion companies.³⁸

EXTREME LAGGARDS

Twelve banks still have no fossil fuel financing exclusion policy strong enough to merit any points in our evaluation,³⁹ including **10** of the **13** Chinese banks in the report:



BANKS’ TOP FOSSIL FUEL CLIENTS ARE SABOTAGING THE FUTURE

Banks justify business-as-usual financing to their fossil fuel clients by assuring the public that those clients are transitioning, and banks are working with them to transition. But global banks’ top fossil fuel clients amount to a rogues’ gallery of bad actors.

RANK	COMPANY	FOSSIL FUEL FINANCING *	TOP BANKERS
1	ENBRIDGE	\$98 B	1. TD (\$17 B) 2. Scotiabank (\$13 B) 3. Bank of Montreal (\$12 B)
2	EXXONMOBIL	\$87 B	1. Bank of America (\$15 B) 2. JPMorgan Chase (\$15 B) 3. Citi (\$15 B)
3	SAUDI ARAMCO	\$78 B	1. Citi (\$9 B) 2. HSBC (\$8 B) 3. JPMorgan Chase (\$8 B)
4	BP	\$78 B	1. BNP Paribas (\$15 B) 2. Bank of America (\$6 B) 3. Citi (\$5 B)
5	TC ENERGY	\$77 B	1. Bank of Montreal (\$23 B) 2. JPMorgan Chase (\$23 B) 3. TD (\$6 B)
6	OCCIDENTAL PETROLEUM	\$66 B	1. Bank of America (\$12 B) 2. Citi (\$11B) 3. JPMorgan Chase (\$8 B)
7	SHELL	\$66 B	1. BNP Paribas (\$8 B) 2. Morgan Stanley (\$7 B) 3. Barclays (\$7 B)
8	CHINA NATIONAL PETROLEUM CORP.	\$64 B	1. ICBC (\$16 B) 2. China Minsheng Bank (\$14 B) 3. Bank of China (\$10 B)
9	SHANXI STATE-OWNED CAPITAL INVESTMENT OPERATION CO.	\$61 B	1. Industrial Bank (\$12 B) 2. China Everbright Bank (\$9 B) 3. China Construction Bank (\$7 B)
10	SEMPRA ENERGY	\$61 B	1. Barclays (\$7 B) 2. RBC (\$7 B) 3. Citi (\$7 B)

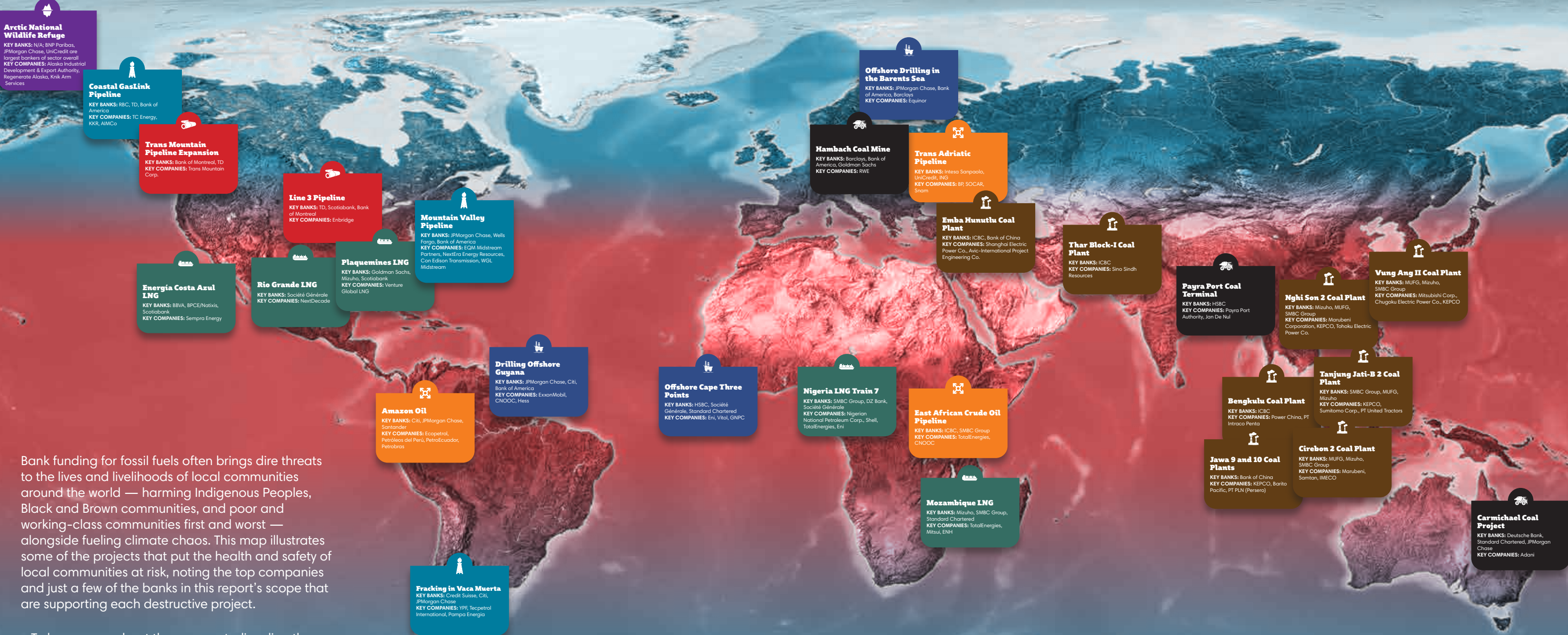
Enbridge, the #1 fossil fuel client of big banks since Paris, is behind the Line 3 and Line 5 pipelines, which violate Indigenous rights and jeopardize our shared climate by expanding access to tar sands oil.⁴⁰

ExxonMobil is still planning massive expansion of fossil fuel extraction: oil wells offshore of Guyana, fracking in the southwestern U.S., and elsewhere.⁴¹

TC Energy is behind the destructive, rights-violating Coastal GasLink pipeline, without the consent of Wet’suwet’en hereditary chiefs to build on their land.⁴²

* FOSSIL FUEL FINANCING FROM 60 BANKS TO THE NAMED COMPANY AND ALL RELEVANT SUBSIDIARIES, 2016–21 (B = BILLIONS USD)

CASE STUDIES



Bank funding for fossil fuels often brings dire threats to the lives and livelihoods of local communities around the world — harming Indigenous Peoples, Black and Brown communities, and poor and working-class communities first and worst — alongside fueling climate chaos. This map illustrates some of the projects that put the health and safety of local communities at risk, noting the top companies and just a few of the banks in this report's scope that are supporting each destructive project.

» To learn more about these case studies directly from the impacted communities, visit BankingOnClimateChaos.org/case-studies.

METHODOLOGY



This report is the 13th annual in a series of reports analyzing bank financing for fossil fuels. As in the 2021 version, this report assesses private bank financing for the fossil fuel sector as a whole as well as for top expanders of the fossil fuel industry. In addition, the report highlights bank support for and policies regarding certain “spotlight fossil fuels”: tar sands oil, Arctic oil and gas, offshore oil and gas, fracked oil and gas, LNG, coal mining, and coal-fired power. These fossil fuels are spotlighted due to their high environmental, social, and climate impacts and/or their heightened risk of becoming stranded assets. Of course, these are far from being the only problematic sectors funded by big banks, many of whom continue to support other particularly problematic areas of the fossil fuel sector such as oil development in the Amazon, as well as other controversial industries such as large hydropower projects, conflict palm oil and other deforestation-risk commodities, private prisons and immigration detention centers, and more.

BANKING INDUSTRY SCOPE

This year’s report again analyzes the world’s 60 largest relevant banks by assets. Due to year-on-year changes in bank sizes, 56 of these banks were included in last year’s report, while four are new. See page 66 for details of all banks included, as well as which banks didn’t make the cutoff this year.

FOSSIL INDUSTRY SCOPE

Each of this report’s nine league tables looks at bank financing for a different slice of the fossil fuel industry, as follows.

ALL FOSSIL FUELS

Scope: Approximately 2,700 subsidiaries of 1,635 parent companies that received financing led by one of the 60 banks analyzed and that are involved in the extraction, transportation, transmission, combustion, trade, or storage of any fossil fuels or fossil-based electricity, globally, according to the Bloomberg Industry Classification Standard; or are on the Global Coal Exit List; or are on the Global Oil & Gas Exit List; or are in the scope of any of the other tables in the report, as described below

Source: Bloomberg Finance L.P.,⁴³ urgewald e.V.,⁴⁴ and Rystad Energy AS provided by Oil Change International⁴⁵



FOSSIL FUEL EXPANSION

Scope: 100 top companies expanding fossil fuels⁴⁶

Upstream Oil and Gas: Top 54 companies by resources under development or field evaluation in 2021 (hereafter referred to as short-term expansion) and top 30 companies by exploration capital expenditure three-year average, totaling 60 companies due to overlap — these 60 companies are responsible for 76% of global short-term oil and gas expansion and 72% of capital expenditure on oil and gas exploration

Source: Global Oil & Gas Exit List compiled by urgewald e.V.⁴⁷

Midstream Oil and Gas: Top 13 companies by LNG capacity proposed or under construction and top 14 companies by pipeline miles proposed or under construction, totaling 25 additional companies due to overlap — 10 of these 25 companies are among the 60 top upstream oil and gas expansion companies

Source: Global Oil & Gas Exit List compiled by urgewald e.V.⁴⁸

Coal: Top 11 coal mining expansion companies and top 16 companies proposing new coal power plants, totaling 25 companies due to overlap

Source: Global Coal Exit List compiled by urgewald e.V.⁴⁹



TAR SANDS OIL

Scope: Top 30 companies by tar sands production in 2020 plus short-term expansion, and the six companies with existing or proposed pipelines to carry tar sands oil out of Alberta in the past six years

Source: Global Oil & Gas Exit List compiled by urgewald e.V.⁵⁰ and Oil Sands Magazine⁵¹



ARCTIC OIL AND GAS

Scope: Top 30 companies by Arctic oil and gas production⁵² in 2020 plus short-term expansion

Source: Global Oil & Gas Exit List compiled by urgewald e.V.⁵³



OFFSHORE OIL AND GAS

Scope: Top 30 companies by offshore oil and gas production in 2020 plus short-term expansion

Source: Rystad Energy AS provided by Oil Change International⁵⁴



FRACKED OIL AND GAS

Scope: Top 30 companies by fracked oil and gas production in 2020 plus short-term expansion and 10 key fracked oil and gas pipeline companies

Source: Global Oil & Gas Exit List compiled by urgewald e.V.⁵⁵



LIQUEFIED NATURAL GAS (LNG)

Scope: Top 30 companies by attributable capacity in current and planned LNG import or export terminals worldwide

Source: Global Energy Monitor⁵⁶



COAL MINING

Scope: Top 30 companies by annual coal production plus coal mining capacity expansion plans

Source: Global Coal Exit List compiled by urgewald e.V.⁵⁷



COAL POWER

Scope: Top 30 companies by installed plus planned coal power capacity

Source: Global Coal Exit List compiled by urgewald e.V.⁵⁸

CALCULATING FINANCE FLOWS

For the companies included in this analysis, we assessed each bank’s leading involvement in corporate lending and underwriting transactions — including project finance where data were available — between January 1, 2016, and December 31, 2021, inclusive. All amounts in this report are expressed in U.S. dollars unless otherwise indicated. Transaction data were primarily sourced from Bloomberg Finance L.P., in which case the value of a transaction is split between leading banks according to Bloomberg’s league credit methodology.⁵⁹ This methodology assigns banks league credit when financing is initially issued or renewed, provided the event meets certain criteria. Additional project finance transactions in the LNG and coal power sectors were researched using the IJGlobal database, in which case all involved banks received credit for their participation in a deal.⁶⁰ All deals marked as green bonds or loans were removed from the dataset.

Each transaction was weighted based on the proportion of the borrower or issuer’s operations devoted to the sector in question:

- » For the league tables measuring financing for all fossil fuels, and the top fossil fuel expanders, transactions were adjusted based on each company’s overall fossil fuel-based assets or revenue.⁶¹
- » For the upstream oil and gas sectors, taking into account information from the recently published Global Oil & Gas Exit List, transactions were adjusted based on a company’s production in the particular sector out of its total oil and gas production in a given year (whereas previous editions of this report adjusted these transactions based on a company’s sector reserves).⁶²
- » For the key pipeline companies included in the tar sands and fracked oil and gas sectors, adjusters were based on the estimated proportion of pipeline capacity transporting tar sands or shale oil and gas, respectively.
- » For LNG and coal mining, transactions were adjusted based on a company’s total LNG-related or coal assets as a percentage of the company’s total assets.
- » For coal power, transactions were adjusted based on a company’s share of coal in its generation capacity.⁶³

» For more detailed methodology and frequently asked questions, visit: BankingonClimateChaos.org



Construction of the Trans Mountain oil pipeline through the rocky mountains near Hinton Alberta Canada.
PHOTO: Robert McGouey / Industry / Atamy Stock Photo

INDIGENOUS RESISTANCE: AS URGENT AS EVER



PHOTO: Jake Conroy / RAN

Indigenous resistance to colonialism is based on the responsibility to defend their lands and sovereignty, and by so doing, **defend the Earth itself.**

The conclusion of the delayed UN Climate Change Conference, COP26, at the end of 2021 marked yet another missed opportunity for making the changes we need — underlining the continued urgency of ongoing resistance to fossil fuels led by Indigenous and other frontline communities, and the need for global solidarity.

More Business-as-Usual at COP26

At the midpoint of COP26 in Glasgow, the Climate Action Tracker published its sobering assessment of the summit's results. It found that even if all mitigation pledges for countries' nationally determined contributions (NDCs) were fully implemented, the results would still be catastrophic, bringing global warming to 2.4°C by the end of the century.⁶⁴ In fact, greenhouse gas emissions have been on the rise since the Paris Agreement was signed — with a brief exception at the onset of the COVID-19 pandemic in 2020⁶⁵ — and are on track to be higher in 2030 than they are now if countries do not strengthen their current implemented climate policies.⁶⁶

The Intergovernmental Panel on Climate Change (IPCC) has made clear that the 1.5°C warming threshold could be breached in the early 2030s, which makes the next eight years critical for emissions reductions.⁶⁷

Meanwhile, the agreement coming out of COP26 saw the first explicit fossil fuel mention get watered down in the final hours of negotiation. In the end, parties agreed to “phase down” rather than “phase out” unabated coal use, while oil and gas were not mentioned at all.⁶⁸

For many parties, a key objective of COP26 was to agree on implementation rules for Article 6 of the Paris Agreement and, specifically, to establish market approaches for countries to use to comply with their NDCs.⁶⁹ However, existing compliance and voluntary carbon markets and credits have largely failed to ensure any real, additional emissions reductions of anthropogenic greenhouse gasses,

and risk allowing the continued growth of emissions that accelerate global warming.⁷⁰ The fossil fuel industry lobbied hard for this approach to emissions “reductions,” with companies like **Shell** reportedly taking credit for helping to author Article 6.⁷¹

Not only have the various carbon market mechanisms developed over the years largely failed to demonstrate emissions reductions, they have also often been associated with land grabbing and other rights violations.⁷² At COP26, many parties were eager to discuss ways to further kick the can of cutting emissions down the road, such as the agreement that the U.S. and China made in November 2021 to cooperate on “deployment and application of technology such as Carbon Capture Utilization and Storage (CCUS) and direct air capture of greenhouse gasses.” As a study published by the Heinrich Böll Foundation warns,

So far, however, none of these technologies have been implemented on a larger scale, and it cannot be predicted whether they will ever be able to function effectively, especially at a large scale. As “technological fixes,” they also harbour the danger of extending the lifetime of the fossil fuel industry — which would explain its interest in such technologies — and minimizing the acute need for action. Moreover, these technologies bring considerable risks and side effects for humans and ecosystems.⁷³

The fossil fuel industry is and has been busy greenwashing itself inside and outside the UN climate negotiations, primarily through hyping the need for fossil fuels — even though renewables provide cheaper, safer energy access to communities that lack electricity⁷⁴ — and appealing to the public with propositions primarily based on carbon credits and offsets. These appeals often boil down to, “Give us money and we’ll plant a tree to cover your carbon footprint.”⁷⁵

Indigenous Rights and Resistance

For millennia, Indigenous Peoples have resisted unwanted development. More recently, they have led global resistance to the fossil fuel industry, from exploration to combustion. Indigenous Peoples have led a constant and persistent resistance to colonialist expansion and the notion of development that says “natural resources” are to be consumed until they are all gone.

In late 2021, Indigenous Environmental Network and Oil Change International published *Indigenous Resistance Against Carbon*, a report examining 26 cases of Indigenous resistance to the fossil fuel industry that led to quantifiable and large reductions of greenhouse gas emissions.⁷⁶ The report finds that Indigenous communities on Turtle Island (North America) have opposed 1.8 billion metric tons of carbon dioxide equivalent, which is about 28% of pollution from the U.S. and Canada in 2019. Victories against fossil fuel infrastructure have blocked an amount equal to 12% of U.S. and Canadian pollution, or 779 million metric tons of carbon dioxide equivalent.⁷⁷

As reflected in that report, for Indigenous Peoples, “natural resources” do not exist simply to be consumed; rather, they are a part of Indigenous Peoples’ relationship to their lands. This relationship includes Indigenous rights and their responsibilities to the Earth. Indigenous resistance is based on hundreds of years of resistance to colonization, the preservation of their sovereign rights as peoples, their right of self-determination, and their right to say “no” — no to unwanted, unfettered ruination of not only their lands but also their cultures, languages, food sovereignty and security, as well as their cosmovision and spiritual

lives. The collective and recognized right of all Peoples, including Indigenous Peoples, to self-determination includes, among others, the right to establish their own political status, the right to freely pursue their economic, social, and cultural development, and the right to not be deprived of their means of subsistence.⁷⁸

Key to these rights is the right of Free, Prior, and Informed Consent. This right of Indigenous Peoples encompasses the right to full and effective participation in all matters that affect them; the right to their lands, territories, and resources; and the right to give or withhold consent for project development. Fundamentally, the right to their lands also reflects the right to their languages, cultures, traditions, and traditional knowledge, as these arise from their connection to the land and cannot be exercised without this fundamental relationship. The Earth teaches and guides the people, and with that knowledge language develops to describe and transmit that relationship to future generations.

Settler colonial states and their successors, until the recent past, labeled Indigenous Peoples as savages and heathens, to be wiped off the face of the Earth. These past crimes of genocide and ecocide are still in the memory of Indigenous Peoples. More recently, successor neocolonialists give lip service to the rights of Indigenous Peoples but continue to dishonor their treaties and rights to self-determination and Free, Prior, and Informed Consent, thus denying Indigenous Peoples sovereignty over their lands.⁷⁹

Indigenous resistance to colonialism is based on the responsibility to defend their lands and sovereignty, and by so doing, defend the Earth itself. It is their obligation to the Earth and all future generations.

Across Turtle Island, Indigenous ceremony, song, traditions, and cultural practices preserve the primordial relationship to the land and lend strength to resistance to colonialism in all its forms.

And as shown in the *Indigenous Resistance Against Carbon* report, this resistance in fact contributes to the struggle against global warming. If ongoing struggles prove successful, Indigenous communities in strenuous opposition to the fossil fuel industry could end up preventing carbon emissions on Turtle Island by an amount equal to one-quarter of total combined greenhouse gas pollution from the United States and Canada.⁸⁰ In 2020, Indigenous women with Divest Invest Protect, Indigenous Peoples Law and Policy Program, and Women’s Earth and Climate Action Network filed a claim with the OECD regarding harmful impacts to Indigenous Peoples resulting from **Credit Suisse’s** financing of the U.S.-based company **Energy Transfer**.⁸¹ And of course, this resistance is not limited to Turtle Island — for instance, Indigenous leaders in the Amazon and their global allies are calling on banks to exit Amazon oil, by committing to end financing and investment for any oil and gas activity in the Amazon biome.⁸²

The Indigenous cosmovision holds that all life is related, and that Mother Earth is the only home we have. The notion that we are related to all the creatures that fly, swim, walk, or crawl is no longer the belief of just Indigenous Peoples; it is a worldview held by a growing number of people of all walks of life, of all races and creeds. The destructive global development paradigm is increasingly being rejected. A new paradigm is emerging, that of sustainability, where life seeks balance with our Mother the Earth, where Her needs and our needs are kept in balance — even if it requires a rapid reduction and end to our consumption of fossil fuels.

Youth movements are recognizing that their world is being destroyed by fossil fuels — that they and their children and grandchildren will suffer an increasingly unlivable world. Their movements overlap, join, and support Indigenous and local communities’ struggles against fossil fuel development.

Defending Sustainability

But predatory capitalist institutions are fighting back, criminalizing defenders of the Earth and intimidating Indigenous resistance and entire communities with assassinations, threats, imprisonment, and exile.⁸³ We must defend our defenders and bring their plight to light, joining in solidarity with their local struggles. Defending our defenders means defending sustainability in an increasingly unsustainable and warming world.

“Keep It in the Ground” campaigns are now global, and the ripple effects are spreading. In May 2021, a Dutch court ruled that **Shell** has to slash its greenhouse gas emissions as part of its responsibility to respect human rights.⁸⁴ Challenging the extractive colonialist fossil fuel industry and its financial backers means supporting human rights, and in particular the social and moral authority of Indigenous Peoples and other communities fighting fossil fuel development. By promoting an end to bank financing for fossil fuel expansion and a phase-out of fossil fuel funding overall, we support sustainability and systemic change in fossil fuel-dependent economies and an end to the industry’s destruction of Earth’s life-sustaining capacity.

Keep it in the ground!



PHOTO Mitch Anderson / Amazon Frontlines



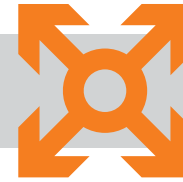
PHOTOS: Katherine Sammons / Greater Cincinnati Native American Coalition; Ayse Gürsöz



FOSSIL FUEL EXPANSION

Time is running out:
fossil fuel expansion
must end immediately.

PHOTO Orjan Ellingvag / Alamy Stock Photo



BIG OIL REALITY CHECK:

Oil and Gas Companies Plan Expansion Far Beyond Climate Goals

The industry that has done the most to cause the climate crisis will not solve it. Research shows that the oil and gas industry has already invested in producing more oil and gas than we can afford to burn if we are to limit global warming to 1.5°C.⁸⁵

In 2021, the International Energy Agency published its first 1.5°C-aligned energy scenario, concluding that no new oil or gas fields are “needed” beyond those already producing or under development.⁸⁶ This is not a result of modeling choices, but of mathematics. The arithmetic of 1.5°C requires oil and gas production to decline by at least 3–4% per year, allowing no room for continued expansion. That the IEA reached this finding is particularly notable, because the agency was originally created with an express purpose of securing wealthy nations’ access to oil, and because the IEA scenario itself relies on an extremely rapid, implausible growth in carbon capture and storage.⁸⁷

Despite this, no major oil and gas company has committed to ending new expansion beyond existing fields. While these companies claim to be part of the solution to the climate crisis, the reality is very different.

A 2020 report from Oil Change International (endorsed by 30 other civil society organizations) analyzed the current climate commitments of eight of the largest integrated oil and gas companies — **BP, Chevron, Eni, Equinor, ExxonMobil, Repsol, Shell, and TotalEnergies** — in light of the ambition and integrity required to achieve a 1.5°C-aligned managed decline of oil and fossil gas use. It found that none of the evaluated oil and gas majors’ climate strategies, plans, and pledges come close to alignment with the Paris Agreement.⁸⁸

A subsequent report by Oil Change International and Environmental Defence Canada (endorsed by 16 other Canadian organizations) analyzed eight Canadian producers of oil, gas, or both: **Cenovus, Suncor Energy, Canadian Natural Resources (CNRL), Tourmaline Oil, Imperial Oil** (owned by **ExxonMobil**), **ARC Resources, Shell Canada, and Ovintiv**, finding that almost all the companies ranked “grossly insufficient” on all 12 criteria.

Worldwide, only one oil major, **BP**, has committed to make an absolute cut to oil and gas extraction by 2030. However, it has excluded from that commitment around 30% of the carbon pollution associated with its extraction via its investment in Russian company **Rosneft**. It is too early to tell how BP’s intention to sell or abandon its stake in Rosneft will affect its production goal.⁸⁹ Ultimately, it has not yet taken concrete steps to achieve this partial goal.⁹⁰ Another oil major, **Shell**, has stated that it believes that 2019 will be the year that its oil production peaked, and that oil production will begin to decline by 1–2% until 2030 — but Shell’s plans to expand gas extraction mean its total fossil fuel production could still rise.⁹¹ In any case, such plans fall short of the bare minimum ambition needed to align with 1.5°C.⁹²

Several big oil and gas companies have published misleading net-zero emissions pledges that contain vast loopholes. The reality is that many so-called net-zero pledges do not translate into real emissions reductions. Many either exclude the majority of the companies’ emissions — the emissions from their customers burning the oil and gas they sell — or provide no guarantee of them declining in the short- to medium-term. For example, **ExxonMobil**’s January 2022 pledge includes only its Scope 1 and 2 emissions from its operated assets, not its Scope 3 emissions (which are primarily from the burning of the oil and gas it sells).⁹³

Though several companies have released new climate promises and plans over the last year, the conclusion remains unchanged: No major oil and gas company has yet released a climate pledge or sustainability plan that meets the bare minimum criteria for alignment with the Paris Agreement, and their bankers need to face this reality when making financing decisions — including explicitly requiring real Paris Agreement alignment as a precondition for financing, and walking away from clients that are not aligned.

LEAGUE TABLE - Banking on Fossil Fuel Expansion

Bank financing for 100 key oil, gas, and coal companies expanding fossil fuels



B = BILLIONS M = MILLIONS T = TRILLIONS



RANK	BANK	2016	2017	2018	2019	2020	2021	TOTAL 2016-2021	TREND
1	JPMORGAN CHASE	\$22.837 B	\$15.479 B	\$14.760 B	\$22.261 B	\$25.436 B	\$15.833 B	\$116.605 B	
2	CITI	\$15.603 B	\$9.826 B	\$12.633 B	\$26.200 B	\$25.045 B	\$15.101 B	\$104.406 B	
3	BANK OF AMERICA	\$15.201 B	\$5.611 B	\$7.444 B	\$20.738 B	\$23.689 B	\$8.356 B	\$81.040 B	
4	MORGAN STANLEY	\$11.399 B	\$7.391 B	\$7.398 B	\$12.883 B	\$13.263 B	\$9.054 B	\$61.388 B	
5	BNP PARIBAS	\$5.431 B	\$4.357 B	\$5.031 B	\$7.754 B	\$29.128 B	\$3.856 B	\$55.557 B	
6	HSBC	\$5.890 B	\$8.882 B	\$5.357 B	\$11.821 B	\$16.405 B	\$6.494 B	\$54.850 B	
7	BARCLAYS	\$12.348 B	\$5.439 B	\$6.447 B	\$10.472 B	\$15.559 B	\$4.003 B	\$54.267 B	
8	ICBC	\$10.280 B	\$5.176 B	\$6.322 B	\$10.464 B	\$10.189 B	\$5.597 B	\$48.028 B	
9	MUFG	\$5.767 B	\$6.761 B	\$6.294 B	\$9.847 B	\$10.719 B	\$8.287 B	\$47.676 B	
10	GOLDMAN SACHS	\$9.819 B	\$3.676 B	\$3.419 B	\$11.043 B	\$7.898 B	\$8.068 B	\$43.923 B	
11	MIZUHO	\$5.994 B	\$3.355 B	\$6.969 B	\$11.195 B	\$7.501 B	\$6.935 B	\$41.949 B	
12	RBC	\$4.300 B	\$7.207 B	\$6.799 B	\$8.681 B	\$4.149 B	\$7.683 B	\$38.818 B	
13	WELLS FARGO	\$1.934 B	\$5.377 B	\$7.894 B	\$8.889 B	\$5.751 B	\$7.975 B	\$37.819 B	
14	BANK OF CHINA	\$7.263 B	\$4.455 B	\$6.562 B	\$7.752 B	\$7.476 B	\$4.018 B	\$37.526 B	
15	SMBC GROUP	\$4.609 B	\$3.706 B	\$5.356 B	\$7.529 B	\$9.779 B	\$5.972 B	\$36.950 B	
16	SOCIÉTÉ GÉNÉRALE	\$4.336 B	\$2.701 B	\$3.826 B	\$7.242 B	\$11.103 B	\$4.349 B	\$33.557 B	
17	CRÉDIT AGRICOLE	\$3.797 B	\$3.893 B	\$3.879 B	\$6.079 B	\$11.217 B	\$3.733 B	\$32.598 B	
18	SCOTIABANK	\$2.366 B	\$4.557 B	\$4.532 B	\$5.174 B	\$3.155 B	\$6.146 B	\$25.930 B	
19	AGRICULTURAL BANK OF CHINA	\$6.521 B	\$2.191 B	\$1.701 B	\$5.181 B	\$6.687 B	\$2.909 B	\$25.190 B	
20	DEUTSCHE BANK	\$8.338 B	\$3.520 B	\$2.031 B	\$2.355 B	\$3.923 B	\$3.691 B	\$23.858 B	
21	CHINA CONSTRUCTION BANK	\$6.881 B	\$2.277 B	\$2.760 B	\$4.224 B	\$4.024 B	\$3.404 B	\$23.571 B	
22	SANTANDER	\$4.511 B	\$2.600 B	\$1.898 B	\$4.642 B	\$7.841 B	\$1.902 B	\$23.393 B	
23	CREDIT SUISSE	\$8.086 B	\$3.215 B	\$2.793 B	\$4.270 B	\$2.119 B	\$2.339 B	\$22.821 B	
24	CHINA CITIC BANK	\$4.424 B	\$2.967 B	\$3.132 B	\$5.932 B	\$2.904 B	\$2.374 B	\$21.733 B	
25	PING AN GROUP	\$1.432 B	\$3.218 B	\$5.325 B	\$2.623 B	\$3.903 B	\$4.299 B	\$20.799 B	
26	CHINA MERCHANTS BANK	\$3.235 B	\$1.759 B	\$4.186 B	\$2.724 B	\$3.411 B	\$3.988 B	\$19.304 B	
27	CHINA MINSHENG BANK	\$325 M	\$109 M	\$1.219 B	\$8.129 B	\$6.705 B	\$67 M	\$16.554 B	
28	SHANGHAI PUDONG DEVELOPMENT BANK	\$3.454 B	\$2.168 B	\$2.222 B	\$2.939 B	\$3.232 B	\$2.009 B	\$16.024 B	
29	INDUSTRIAL BANK	\$2.117 B	\$2.089 B	\$2.453 B	\$1.055 B	\$4.092 B	\$3.969 B	\$15.775 B	
30	CHINA EVERBRIGHT BANK	\$2.599 B	\$1.977 B	\$1.365 B	\$2.191 B	\$4.389 B	\$3.195 B	\$15.716 B	

LEAGUE TABLE - *Banking on Fossil Fuel Expansion* (cont'd)

B = BILLIONS M = MILLIONS T = TRILLIONS

RANK	BANK	2016	2017	2018	2019	2020	2021	TOTAL 2016-2020	TREND
31	TD	\$1.641 B	\$2.272 B	\$3.447 B	\$2.471 B	\$1.938 B	\$3.929 B	\$15.699 B	
32	UBS	\$2.688 B	\$2.698 B	\$3.382 B	\$3.744 B	\$464 M	\$1.108 B	\$14.083 B	
33	STANDARD CHARTERED	\$379 M	\$1.739 B	\$2.729 B	\$1.784 B	\$3.094 B	\$1.053 B	\$10.778 B	
34	BBVA	\$1.761 B	\$1.143 B	\$1.812 B	\$2.145 B	\$2.307 B	\$561 M	\$9.730 B	
35	BPCE/NATIXIS	\$1.250 B	\$1.231 B	\$766 M	\$1.626 B	\$1.935 B	\$2.271 B	\$9.079 B	
36	BANK OF MONTREAL	\$266 M	\$1.662 B	\$1.786 B	\$1.576 B	\$2.161 B	\$957 M	\$8.406 B	
37	STATE BANK OF INDIA	\$447 M	\$605 M	\$270 M	\$5.603 B	\$806 M	\$455 M	\$8.187 B	
38	UNICREDIT	\$1.534 B	\$466 M	\$1.172 B	\$650 M	\$3.159 B	\$970 M	\$7.952 B	
39	BANK OF COMMUNICATIONS	\$1.612 B	\$1.123 B	\$1.087 B	\$402 M	\$1.628 B	\$1.859 B	\$7.711 B	
40	ING	\$782 M	\$420 M	\$2.262 B	\$2.042 B	\$643 M	\$939 M	\$7.089 B	
41	ANZ	\$1.143 B	\$721 M	\$1.264 B	\$1.613 B	\$2.033 B	-	\$6.774 B	
42	INTESA SANPAOLO	\$1.356 B	\$970 M	\$1.023 B	\$252 M	\$635 M	\$1.236 B	\$5.471 B	
43	POSTAL SAVINGS BANK OF CHINA	\$117 M	\$123 M	\$761 M	\$2.236 B	\$997 M	\$1.181 B	\$5.415 B	
44	NATWEST	\$415 M	\$1.129 B	\$570 M	\$364 M	\$907 M	\$700 M	\$4.085 B	
45	CIBC	\$141 M	\$140 M	\$1.043 B	\$453 M	\$1.637 B	\$549 M	\$3.961 B	
46	LLOYDS	\$860 M	\$613 M	\$701 M	\$733 M	\$603 M	\$139 M	\$3.649 B	
47	COMMONWEALTH BANK	\$107 M	\$135 M	\$1.242 B	\$431 M	\$1.492 B	\$126 M	\$3.533 B	
48	COMMERZBANK	\$208 M	\$556 M	\$650 M	\$927 M	\$539 M	\$302 M	\$3.183 B	
49	NORDEA BANK	\$487 M	\$1.195 B	\$50 M	\$749 M	\$59 M	\$613 M	\$3.153 B	
50	PNC	-	\$736 M	\$350 M	\$609 M	\$849 M	\$301 M	\$2.845 B	
51	WESTPAC	\$67 M	\$722 M	\$21 M	\$1.884 B	\$114 M	-	\$2.808 B	
52	DANSKE BANK	\$237 M	\$159 M	-	\$364 M	\$59 M	\$298 M	\$1.116 B	
53	NAB	\$65 M	\$47 M	\$129 M	\$381 M	\$254 M	\$126 M	\$1.002 B	
54	KB FINANCIAL	\$155 M	\$154 M	\$67 M	\$84 M	\$232 M	\$100 M	\$791 M	
55	CAIXABANK	-	-	\$142 M	\$143 M	\$134 M	\$89 M	\$507 M	
56	DZ BANK	-	\$150 M	-	-	\$87 M	-	\$237 M	
57	SUMI TRUST	-	-	-	-	\$200 M	-	\$200 M	
58	RABOBANK	\$41 M	\$47 M	-	-	-	\$25 M	\$113 M	
59	CRÉDIT MUTUEL	-	-	\$62 M	-	-	-	\$62 M	
60	LA BANQUE POSTALE	-	-	-	-	-	-	-	
		\$218.853 B	\$156.897 B	\$178.793 B	\$285.553 B	\$319.661 B	\$185.491 B	\$1.345 T	



TAR SANDS OIL

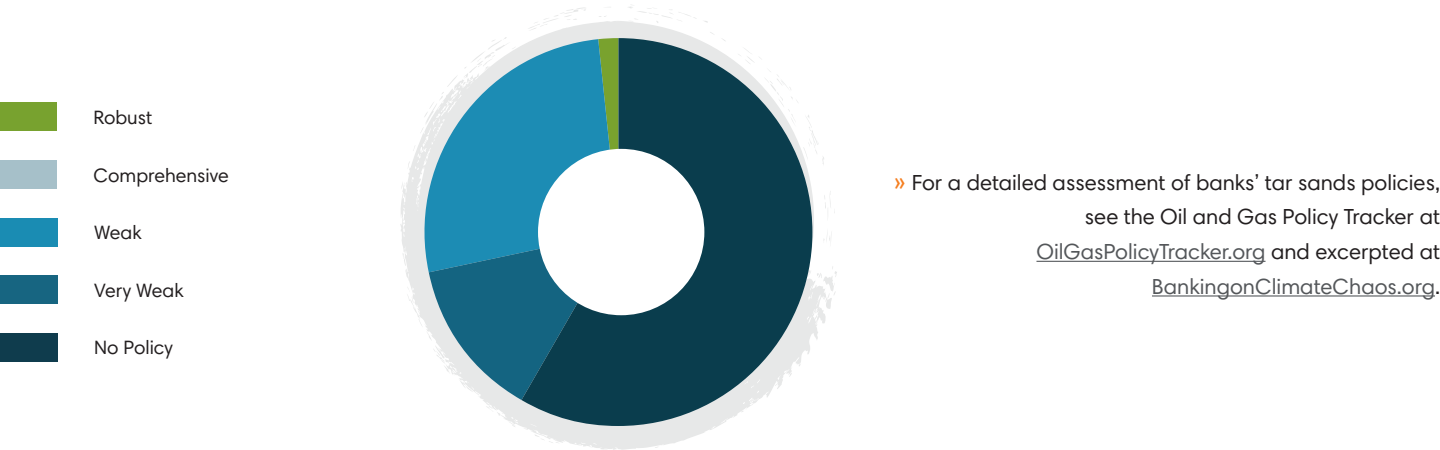
PHOTO: Paul Miles / Alamy Stock Photo



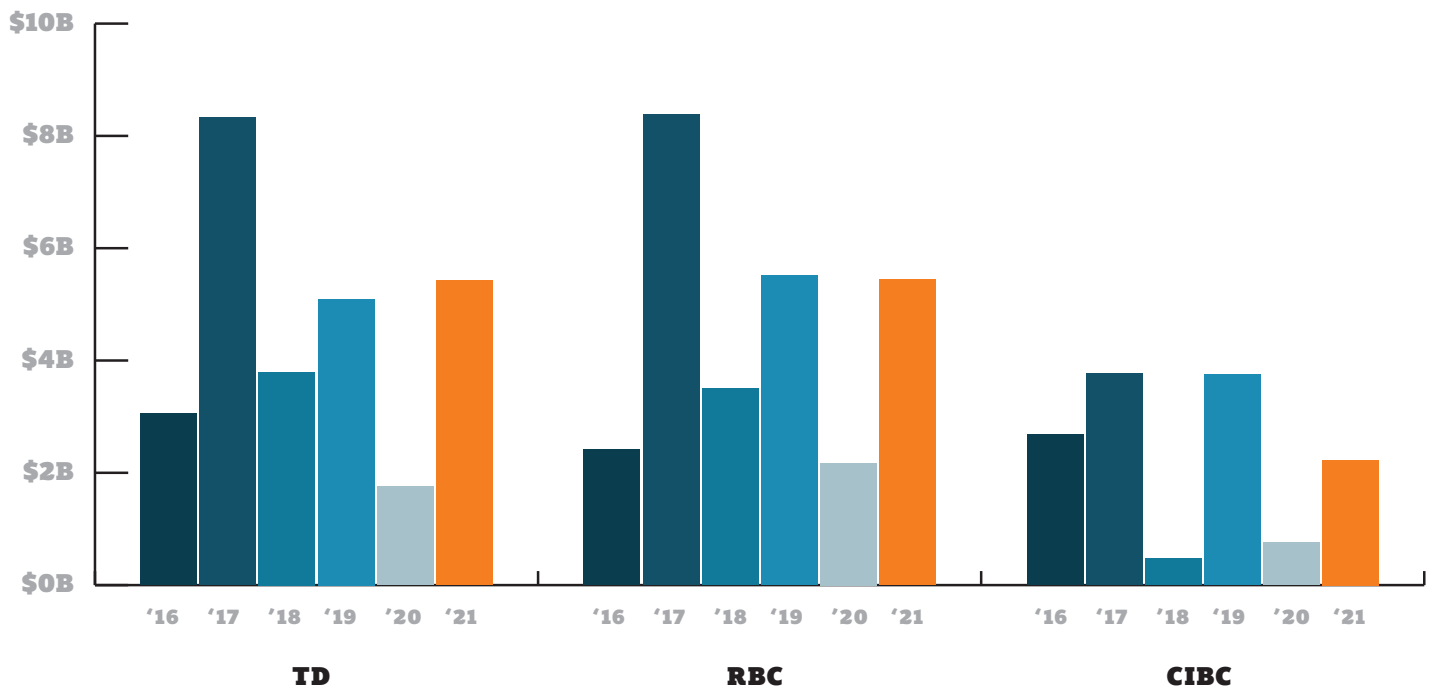
Despite fierce — and still ongoing — resistance to its construction, in 2021 **Enbridge**’s Line 3 tar sands pipeline came online, giving upstream producers greater access to export markets in the U.S.⁹⁴ At the same time that it was pushing through this climate-damaging and rights-abusing project, Enbridge issued “sustainability-linked” financing, linked to operational emissions intensity targets and greenwashed by major Canadian banks like **CIBC** and global peers like **Bank of America** and **HSBC**.⁹⁵

Of the **60** banks in the scope of this report, **25** have a policy restricting some tar sands financing; however, most are limited to project-related transactions — only about **4%** of tar sands oil lending and underwriting since the Paris Agreement.⁹⁶

TAR SANDS FINANCING POLICIES BY QUALITY



WORST BANKS BY TOTAL TAR SANDS FINANCING (2016–2021)



LEAGUE TABLE - Banking on Tar Sands Oil

Bank financing for 30 top tar sands production companies and six key tar sands pipeline companies



RANK	BANK	TOTAL 2016-2021	2021	2021 COMPARED TO 2016
1	TD	\$27.454 B	\$5.424 B	+\$2.370 B
2	RBC	\$27.445 B	\$5.445 B	+\$3.024 B
3	CIBC	\$13.682 B	\$2.228 B	-\$459 M
4	JPMORGAN CHASE	\$10.879 B	\$1.971 B	+\$179 M
5	SCOTIABANK	\$10.443 B	\$1.464 B	+\$147 M
6	BANK OF MONTREAL	\$9.738 B	\$2.191 B	-\$237 M
7	BARCLAYS	\$4.322 B	\$330 M	-\$171 M
8	BANK OF AMERICA	\$3.831 B	\$608 M	+\$53 M
9	CITI	\$3.730 B	\$530 M	-\$136 M
10	HSBC	\$3.009 B	\$446 M	-\$261 M
11	MUFG	\$2.092 B	\$393 M	+\$215 M
12	WELLS FARGO	\$1.665 B	\$286 M	-\$332 M
13	MIZUHO	\$1.581 B	\$703 M	+\$474 M
14	MORGAN STANLEY	\$1.318 B	\$223 M	-\$28 M
15	DEUTSCHE BANK	\$1.131 B	\$192 M	-\$296 M
16	SMBC GROUP	\$922 M	\$267 M	+\$152 M
17	CREDIT SUISSE	\$902 M	\$32 M	-\$109 M
18	BNP PARIBAS	\$867 M	\$15 M	-\$411 M
19	SOCIÉTÉ GÉNÉRALE	\$632 M	\$122 M	+\$41 M
20	GOLDMAN SACHS	\$619 M	\$118 M	+\$2 M
21	CRÉDIT AGRICOLE	\$392 M	\$68 M	+\$9 M
22	ICBC	\$233 M	\$43 M	-\$6 M
23	BANK OF CHINA	\$161 M	\$21 M	-\$24 M
24	UBS	\$148 M	\$12 M	-\$6 M
25	CHINA CONSTRUCTION BANK	\$122 M	\$39 M	+\$31 M
26	AGRICULTURAL BANK OF CHINA	\$116 M	\$23 M	+\$15 M
27	BANK OF COMMUNICATIONS	\$94 M	\$22 M	+\$14 M
28	SANTANDER	\$87 M	\$15 M	+\$11 M
29	STANDARD CHARTERED	\$57 M	\$8 M	-\$0.4 M
30	INDUSTRIAL BANK	\$50 M	\$28 M	+\$28 M
GRAND TOTAL		\$128.039 B	\$23.288 B	+\$4.284 B

RANK	BANK	TOTAL 2016-2021	2021	2021 COMPARED TO 2016
31	BBVA	\$41 M	\$1 M	-\$1 M
32	CHINA EVERBRIGHT BANK	\$40 M	-	-
33	BPCE/NATIXIS	\$35 M	-	-
34	ING	\$31 M	\$1 M	-\$3 M
35	ANZ	\$29 M	-	-\$4 M
36	CHINA MINSHENG BANK	\$22 M	\$12 M	+\$12 M
37	NATWEST	\$19 M	\$3 M	+\$1 M
38	LLOYDS	\$19 M	\$1 M	-\$1 M
39	CHINA MERCHANTS BANK	\$18 M	-	-
40	COMMONWEALTH BANK	\$17 M	-	-
41	UNICREDIT	\$16 M	-	-\$6 M
42	COMMERZBANK	\$13 M	\$1 M	+\$1 M
43	INTESA SANPAOLO	\$6 M	-	-\$6 M
44	PNC	\$5 M	\$1 M	+\$1 M
45	CHINA CITIC BANK	\$3 M	-	-
46	SHANGHAI PUDONG DEVELOPMENT BANK	\$2 M	-	-
47	PING AN GROUP	\$2 M	-	-
48	POSTAL SAVINGS BANK OF CHINA	\$1 M	-	-
	CAIXABANK	-	-	-
	CRÉDIT MUTUEL	-	-	-
	DANSKE BANK	-	-	-
	DZ BANK	-	-	-
	KB FINANCIAL	-	-	-
	LA BANQUE POSTALE	-	-	-
	NAB	-	-	-
	NORDEA BANK	-	-	-
	RABOBANK	-	-	-
	STATE BANK OF INDIA	-	-	-
	SUMI TRUST	-	-	-
	WESTPAC	-	-	-
GRAND TOTAL		\$128.039 B	\$23.288 B	+\$4.284 B



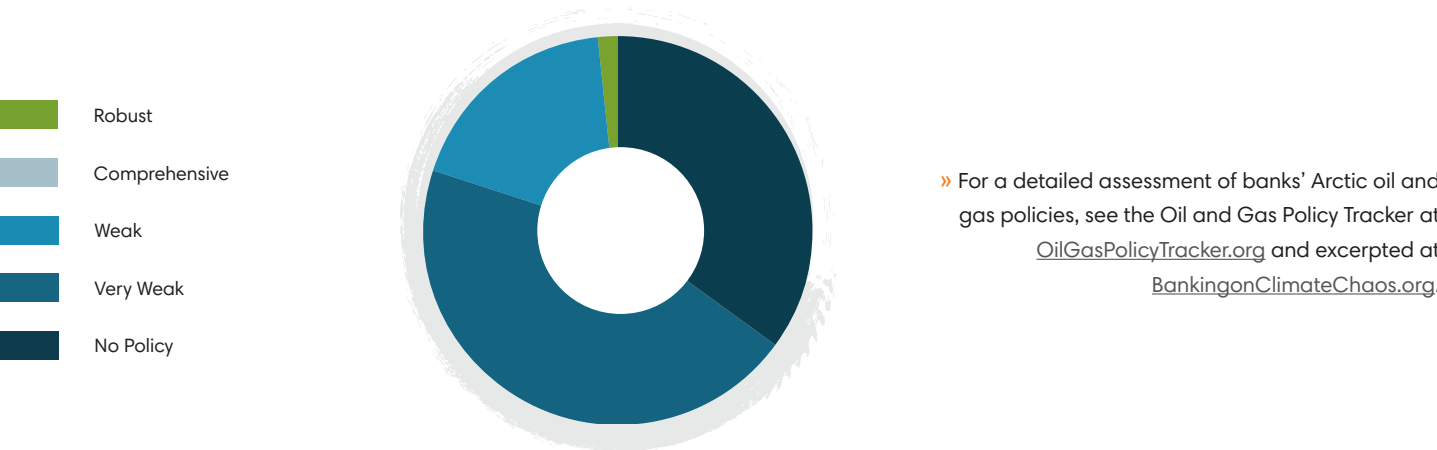
ARCTIC OIL & GAS



After years of pressure from the Gwich'in — native to the Alaskan Arctic — and their allies, at this point **39** of the **60** banks covered in this report have an Arctic oil and gas policy.⁹⁷ However, not only are most of these policies limited to project finance, but most also use a very narrow definition of “the Arctic,” thus limiting their effectiveness.⁹⁸

For instance, an investigation by Reclaim Finance revealed that banks like **Bank of America**, **UniCredit**, and **Mizuho** apply their policies only within the Arctic Circle, which excludes **168** oil and gas assets in the Arctic region as defined by the Arctic Monitoring and Assessment Programme (AMAP).⁹⁹

ARCTIC OIL & GAS FINANCING POLICIES BY QUALITY



WORST BANKS BY TOTAL ARCTIC OIL & GAS FINANCING (2016–2021)

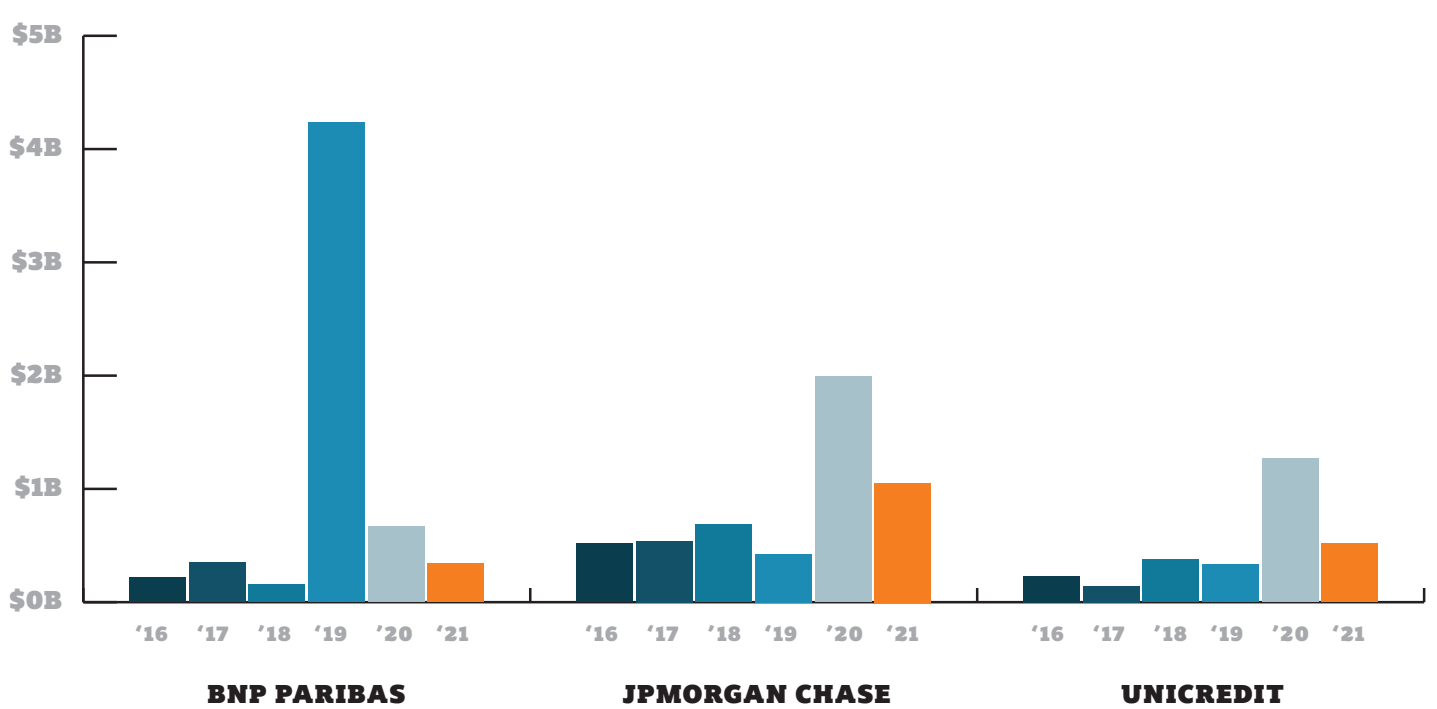


PHOTO: Saraporn / shutterstock

LEAGUE TABLE - *Banking on Arctic Oil & Gas*

Bank financing for 30 top Arctic oil and gas companies



RANK	BANK	TOTAL 2016-2021	2021	2021 COMPARED TO 2016
1	BNP PARIBAS	\$5.966 B	\$341 M	+\$123 M
2	JPMORGAN CHASE	\$5.212 B	\$1.052 B	+\$533 M
3	UNICREDIT	\$2.868 B	\$519 M	+\$289 M
4	CITI	\$2.412 B	\$642 M	+\$314 M
5	CRÉDIT AGRICOLE	\$2.227 B	\$331 M	+\$200 M
6	BARCLAYS	\$2.063 B	\$98 M	-\$277 M
7	BANK OF AMERICA	\$1.894 B	\$387 M	+\$97 M
8	SMBC GROUP	\$1.669 B	\$1.000 B	+\$947 M
9	SOCIÉTÉ GÉNÉRALE	\$1.599 B	\$353 M	+\$243 M
10	DEUTSCHE BANK	\$1.345 B	\$85 M	-\$251 M
11	MUFG	\$1.295 B	\$205 M	+\$132 M
12	MIZUHO	\$1.271 B	\$269 M	+\$92 M
13	CHINA MINSHENG BANK	\$1.270 B	-	-
14	INTESA SANPAOLO	\$1.133 B	\$711 M	+\$662 M
15	HSBC	\$1.045 B	\$200 M	+\$38 M
16	MORGAN STANLEY	\$862 M	\$94 M	-\$92 M
17	GOLDMAN SACHS	\$776 M	\$91 M	+\$18 M
18	ING	\$601 M	\$251 M	+\$231 M
19	COMMERZBANK	\$564 M	\$172 M	+\$172 M
20	WELLS FARGO	\$513 M	\$251 M	+\$251 M
21	BANK OF CHINA	\$507 M	-	-\$181 M
22	CREDIT SUISSE	\$499 M	\$94 M	+\$28 M
23	BPCE/NATIXIS	\$472 M	\$251 M	+\$251 M
24	SANTANDER	\$458 M	\$245 M	+\$205 M
25	UBS	\$458 M	\$94 M	-\$45 M
26	ICBC	\$449 M	-	-
27	STATE BANK OF INDIA	\$334 M	\$18 M	+\$18 M
28	TD	\$311 M	\$0.3 M	-\$206 M
29	AGRICULTURAL BANK OF CHINA	\$300 M	-	-
30	RBC	\$224 M	\$120 M	+\$95 M

RANK	BANK	TOTAL 2016-2021	2021	2021 COMPARED TO 2016
31	SHANGHAI PUDONG DEVELOPMENT BANK	\$210 M	-	-
32	DZ BANK	\$185 M	-	-
33	STANDARD CHARTERED	\$129 M	\$57 M	+\$53 M
34	CHINA CONSTRUCTION BANK	\$121 M	-	-
35	POSTAL SAVINGS BANK OF CHINA	\$110 M	-	-
36	CHINA CITIC BANK	\$106 M	-	-
37	LLOYDS	\$93 M	\$0.2 M	-\$31 M
38	NATWEST	\$89 M	\$11 M	-\$6 M
39	NORDEA BANK	\$83 M	\$57 M	+\$57 M
40	BBVA	\$76 M	\$45 M	+\$45 M
41	CIBC	\$62 M	\$57 M	+\$57 M
42	PNC	\$57 M	\$57 M	+\$57 M
43	ANZ	\$45 M	-	-
44	BANK OF MONTREAL	\$27 M	-	-
45	WESTPAC	\$18 M	-	-
46	CHINA MERCHANTS BANK	\$8 M	-	-
47	SCOTIABANK	\$6 M	-	-
48	COMMONWEALTH BANK	\$2 M	-	-
49	CAIXABANK	\$1 M	\$0.3 M	+\$0.3 M
50	INDUSTRIAL BANK	\$1 M	-	-
	BANK OF COMMUNICATIONS	-	-	-
	CHINA EVERBRIGHT BANK	-	-	-
	CRÉDIT MUTUEL	-	-	-
	DANSKE BANK	-	-	-
	KB FINANCIAL	-	-	-
	LA BANQUE POSTALE	-	-	-
	NAB	-	-	-
	PING AN GROUP	-	-	-
	RABOBANK	-	-	-
	SUMI TRUST	-	-	-

GRAND TOTAL		\$42.023 B	\$8.159 B	+\$4.119 B
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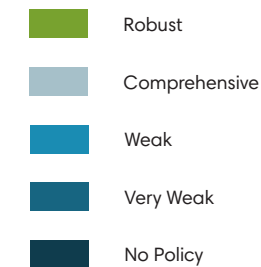


OFFSHORE OIL & GAS



Only **10** of the world's **60** biggest banks have a policy restricting financing for ultra-deepwater offshore oil and gas activities.¹⁰⁰ Yet banks need to contend not only with their financing of drilling deeper than around 7,000 feet (2,100 meters), but also with all offshore drilling, given the potentially devastating impacts of a spill at any depth.¹⁰¹ The Deepwater Horizon oil spill in 2010, for example, occurred when **BP** was drilling at a depth of about 5,000 feet (1,500 meters).¹⁰²

ULTRA-DEEPWATER OFFSHORE OIL & GAS FINANCING POLICIES BY QUALITY



» For a detailed assessment of banks' ultra-deepwater oil and gas policies, see the Oil and Gas Policy Tracker at [OilGasPolicyTracker.org](https://oilgaspolicytracker.org) and excerpted at [BankingOnClimateChaos.org](https://bankingonclimatechaos.org).

WORST BANKS BY TOTAL OFFSHORE OIL & GAS FINANCING (2016–2021)

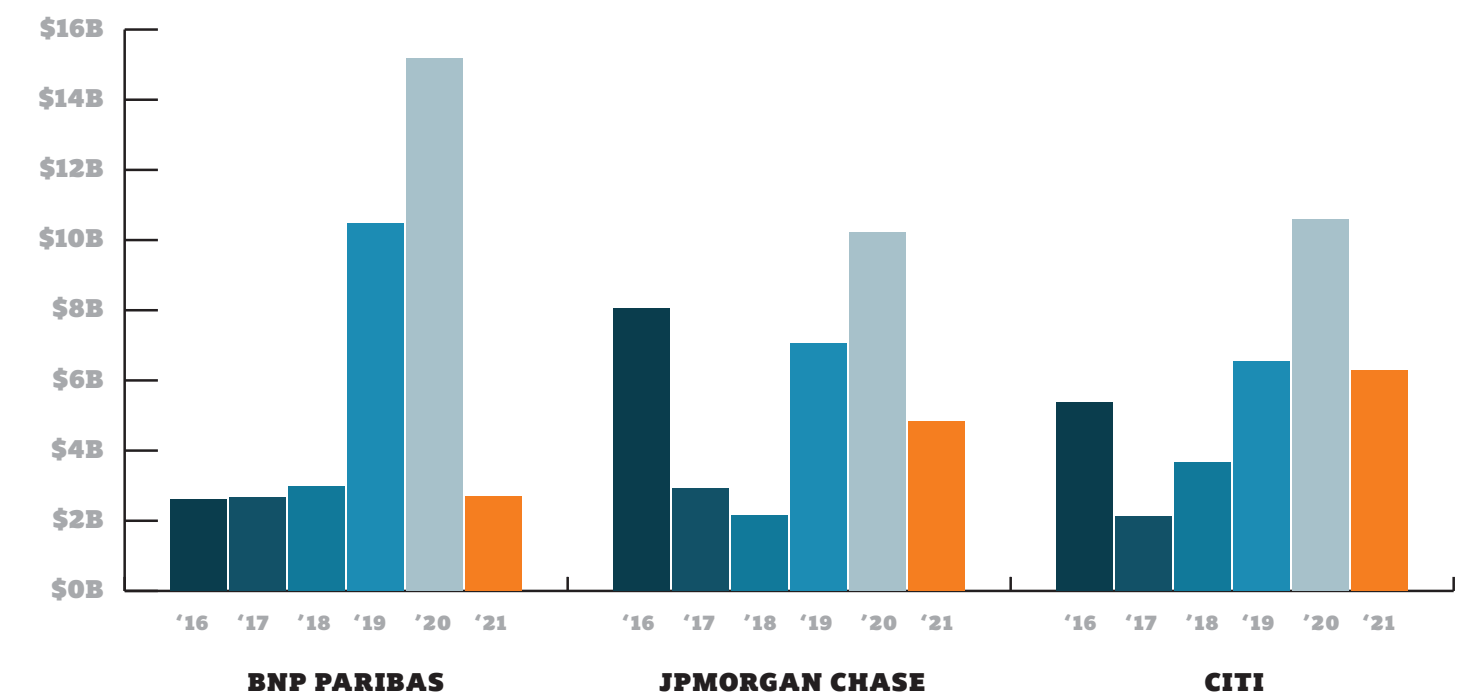


PHOTO: Rick Wood Photography / Alamy Stock Photo

LEAGUE TABLE - *Banking on Offshore Oil & Gas*

Bank financing for 30 top offshore oil and gas companies



RANK	BANK	TOTAL 2016-2021	2021	2021 COMPARED TO 2016
1	BNP PARIBAS	\$36.536 B	\$2.629 B	+\$19 M
2	JPMORGAN CHASE	\$35.287 B	\$4.835 B	-\$3.226 B
3	CITI	\$34.566 B	\$6.281 B	+\$916 M
4	BANK OF AMERICA	\$28.496 B	\$3.723 B	-\$3.511 B
5	HSBC	\$23.518 B	\$3.525 B	+\$746 M
6	MORGAN STANLEY	\$20.092 B	\$1.806 B	-\$2.939 B
7	BARCLAYS	\$19.636 B	\$1.365 B	-\$3.999 B
8	CRÉDIT AGRICOLE	\$17.015 B	\$2.310 B	+\$585 M
9	GOLDMAN SACHS	\$15.418 B	\$3.571 B	+\$1.448 B
10	MUFG	\$15.203 B	\$3.510 B	+\$1.431 B
11	MIZUHO	\$14.418 B	\$2.406 B	-\$248 M
12	SMBC GROUP	\$13.386 B	\$2.219 B	+\$337 M
13	SOCIÉTÉ GÉNÉRALE	\$12.662 B	\$2.127 B	+\$676 M
14	SANTANDER	\$11.935 B	\$869 M	-\$2.356 B
15	DEUTSCHE BANK	\$10.563 B	\$2.522 B	-\$609 M
16	CREDIT SUISSE	\$4.682 B	\$856 M	-\$329 M
17	BBVA	\$3.994 B	-	-\$775 M
18	UBS	\$3.961 B	\$189 M	-\$346 M
19	UNICREDIT	\$3.887 B	\$1.242 B	+\$666 M
20	STATE BANK OF INDIA	\$3.525 B	\$221 M	+\$221 M
21	SCOTIABANK	\$3.031 B	\$434 M	+\$355 M
22	STANDARD CHARTERED	\$3.030 B	\$441 M	+\$320 M
23	ING	\$2.942 B	\$678 M	+\$562 M
24	BPCE/NATIXIS	\$2.938 B	\$667 M	+\$124 M
25	ANZ	\$2.918 B	-	-\$600 M
26	RBC	\$2.838 B	\$363 M	-\$399 M
27	BANK OF CHINA	\$2.661 B	\$629 M	+\$264 M
28	WELLS FARGO	\$2.599 B	\$755 M	+\$480 M
29	NORDEA BANK	\$2.297 B	\$567 M	+\$317 M
30	INTESA SANPAOLO	\$2.256 B	\$804 M	+\$228 M

RANK	BANK	TOTAL 2016-2021	2021	2021 COMPARED TO 2016
31	ICBC	\$1.760 B	-	-\$270 M
32	LLOYDS	\$1.491 B	\$60 M	-\$253 M
33	NATWEST	\$1.402 B	\$339 M	+\$170 M
34	COMMERZBANK	\$1.368 B	\$182 M	+\$182 M
35	COMMONWEALTH BANK	\$1.075 B	-	-\$24 M
36	WESTPAC	\$833 M	-	-\$24 M
37	AGRICULTURAL BANK OF CHINA	\$763 M	-	-\$10 M
38	BANK OF COMMUNICATIONS	\$730 M	-	-\$578 M
39	BANK OF MONTREAL	\$715 M	\$118 M	+\$118 M
40	DANSKE BANK	\$691 M	\$298 M	+\$298 M
41	CHINA MINSHENG BANK	\$688 M	-	-
42	CHINA CONSTRUCTION BANK	\$675 M	-	-\$355 M
43	CIBC	\$359 M	\$269 M	+\$269 M
44	TD	\$346 M	\$103 M	+\$103 M
45	RABOBANK	\$290 M	-	-\$116 M
46	KB FINANCIAL	\$231 M	-	-\$49 M
47	SHANGHAI PUDONG DEVELOPMENT BANK	\$153 M	-	-
48	INDUSTRIAL BANK	\$53 M	-	-
49	POSTAL SAVINGS BANK OF CHINA	\$52 M	-	-
50	CHINA CITIC BANK	\$50 M	-	-
51	NAB	\$29 M	-	-
52	CHINA MERCHANTS BANK	\$4 M	-	-
	CAIXABANK	-	-	-
	CHINA EVERBRIGHT BANK	-	-	-
	CRÉDIT MUTUEL	-	-	-
	DZ BANK	-	-	-
	LA BANQUE POSTALE	-	-	-
	PING AN GROUP	-	-	-
	PNC	-	-	-
	SUMI TRUST	-	-	-

GRAND TOTAL		\$370.046 B	\$52.913 B	-\$10.183 B
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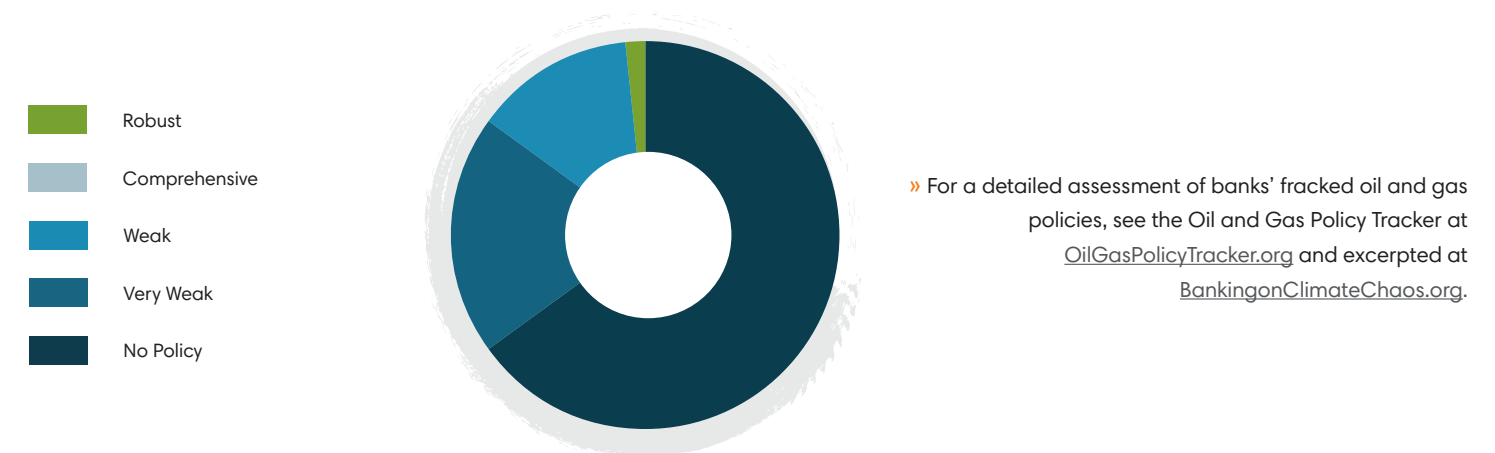


FRACKED OIL & GAS



Among the world's **60** biggest banks, **21** have a policy restricting financing to fracked oil and gas.¹⁰³ The largest U.S. banks are not among them, and they remain the largest funders of the sector.

FRACKED OIL & GAS FINANCING POLICIES BY QUALITY



WORST BANKS BY TOTAL FRACKED OIL & GAS FINANCING (2016–2021)

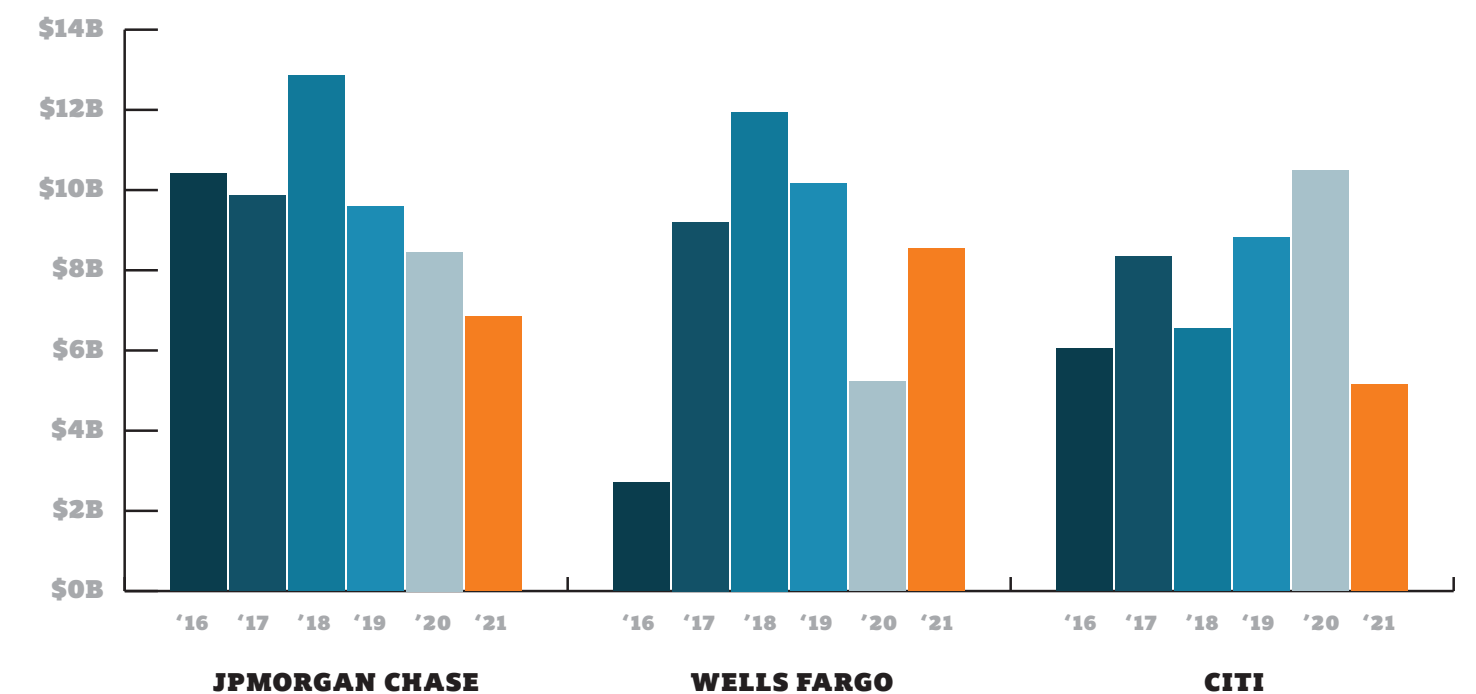


PHOTO: Peter Bennet / Alamy Stock Photo

LEAGUE TABLE - *Banking on Fracked Oil & Gas*

Bank financing for 30 top fracking companies and 10 key fracked oil and gas pipeline companies



RANK	BANK	TOTAL 2016-2021	2021	2021 COMPARED TO 2016
1	JPMORGAN CHASE	\$58.022 B	\$6.853 B	-\$3.566 B
2	WELLS FARGO	\$47.785 B	\$8.542 B	+\$5.840 B
3	CITI	\$45.411 B	\$5.162 B	-\$881 M
4	BANK OF AMERICA	\$42.181 B	\$4.339 B	-\$1.176 B
5	BARCLAYS	\$28.834 B	\$3.115 B	-\$503 M
6	MIZUHO	\$27.572 B	\$3.361 B	+\$882 M
7	MUFG	\$27.147 B	\$3.270 B	+\$361 M
8	SCOTIABANK	\$22.956 B	\$5.749 B	+\$3.649 B
9	RBC	\$21.582 B	\$3.711 B	+\$1.882 B
10	TD	\$18.238 B	\$2.462 B	+\$1.043 B
11	CREDIT SUISSE	\$15.830 B	\$1.416 B	-\$3.690 B
12	GOLDMAN SACHS	\$15.352 B	\$1.683 B	-\$2.810 B
13	MORGAN STANLEY	\$12.933 B	\$2.554 B	+\$1.641 B
14	BANK OF MONTREAL	\$10.565 B	\$932 M	+\$715 M
15	SMBC GROUP	\$9.046 B	\$1.562 B	+\$1.144 B
16	PNC	\$7.879 B	\$1.470 B	+\$1.134 B
17	DEUTSCHE BANK	\$7.740 B	\$720 M	-\$597 M
18	BNP PARIBAS	\$6.205 B	\$123 M	-\$456 M
19	SOCIÉTÉ GÉNÉRALE	\$6.033 B	\$1.073 B	+\$308 M
20	HSBC	\$5.422 B	\$485 M	+\$154 M
21	CRÉDIT AGRICOLE	\$4.738 B	\$573 M	+\$453 M
22	CIBC	\$3.381 B	\$452 M	+\$369 M
23	BPCE/NATIXIS	\$2.894 B	-	-\$116 M
24	UBS	\$2.785 B	-	-\$680 M
25	ICBC	\$2.020 B	\$349 M	+\$46 M
26	BBVA	\$2.015 B	\$137 M	-\$97 M
27	NATWEST	\$1.368 B	\$44 M	-\$823 M
28	COMMERZBANK	\$1.358 B	\$169 M	+\$169 M
29	SANTANDER	\$1.095 B	\$56 M	+\$18 M
30	BANK OF CHINA	\$934 M	\$210 M	+\$37 M

RANK	BANK	TOTAL 2016-2021	2021	2021 COMPARED TO 2016
31	AGRICULTURAL BANK OF CHINA	\$842 M	\$143 M	-\$57 M
32	CHINA MINSHENG BANK	\$827 M	-	-
33	INDUSTRIAL BANK	\$679 M	\$358 M	+\$358 M
34	CHINA CONSTRUCTION BANK	\$518 M	\$193 M	+\$193 M
35	CHINA EVERBRIGHT BANK	\$502 M	\$178 M	+\$178 M
36	STANDARD CHARTERED	\$310 M	\$56 M	+\$56 M
37	LLOYDS	\$303 M	\$19 M	-\$10 M
38	ING	\$267 M	\$217 M	+\$170 M
39	PING AN GROUP	\$240 M	\$128 M	+\$128 M
40	CHINA CITIC BANK	\$214 M	-	-
41	CHINA MERCHANTS BANK	\$202 M	\$98 M	+\$98 M
42	BANK OF COMMUNICATIONS	\$180 M	\$78 M	+\$78 M
43	SHANGHAI PUDONG DEVELOPMENT BANK	\$114 M	-	-
44	ANZ	\$99 M	-	-
45	POSTAL SAVINGS BANK OF CHINA	\$98 M	-	-
46	NORDEA BANK	\$37 M	\$37 M	+\$37 M
	CAIXABANK	-	-	-
	COMMONWEALTH BANK	-	-	-
	CRÉDIT MUTUEL	-	-	-
	DANSKE BANK	-	-	-
	DZ BANK	-	-	-
	INTESA SANPAOLO	-	-	-
	KB FINANCIAL	-	-	-
	LA BANQUE POSTALE	-	-	-
	NAB	-	-	-
	RABOBANK	-	-	-
	STATE BANK OF INDIA	-	-	-
	SUMI TRUST	-	-	-
	UNICREDIT	-	-	-
	WESTPAC	-	-	-

GRAND TOTAL		\$464.752 B	\$62.077 B	+\$5.677 B
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LNG



LNG continues to be touted by industry, governments, and banks as a “bridge fuel,” even after the IEA stated that in its net-zero scenario, “no new [gas] fields or export projects are developed.”¹⁰⁴ Meanwhile, a slate of proposed export terminals in North America, concentrated on the U.S. Gulf Coast, could be looking to banks to finance their massive projects in the coming years.¹⁰⁵ A corresponding group of import terminals proposed in Asia are being pushed forward, even given financial market constraints that threaten to make them stranded assets almost instantly.¹⁰⁶

WORST BANKS BY TOTAL LNG FINANCING (2016–2021)

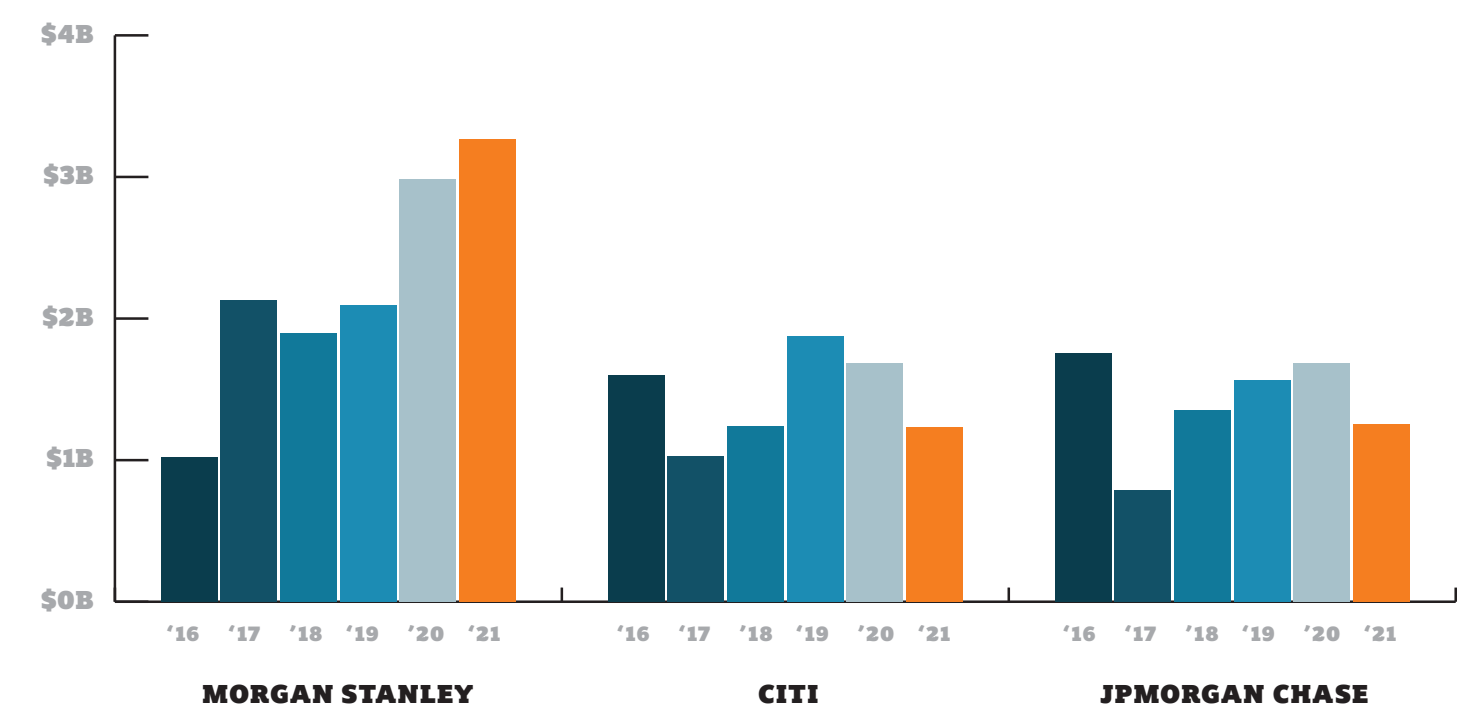


PHOTO: Pomorzev / shutterstock

PHOTO: Bildagentur Zoonar GmbH / shutterstock

LEAGUE TABLE - *Banking on LNG*

Bank financing for 30 top liquefied natural gas import and export companies



RANK	BANK	TOTAL 2016-2021	2021	2021 COMPARED TO 2016
1	MORGAN STANLEY	\$13.398 B	\$3.268 B	+\$2.247 B
2	CITI	\$8.666 B	\$1.234 B	-\$364 M
3	JPMORGAN CHASE	\$8.398 B	\$1.251 B	-\$507 M
4	SMBC GROUP	\$7.750 B	\$1.334 B	-\$67 M
5	MIZUHO	\$7.730 B	\$999 M	-\$196 M
6	BANK OF AMERICA	\$7.230 B	\$1.145 B	+\$255 M
7	SOCIÉTÉ GÉNÉRALE	\$6.437 B	\$329 M	-\$1.182 B
8	BNP PARIBAS	\$5.964 B	\$135 M	-\$998 M
9	MUFG	\$5.894 B	\$957 M	-\$324 M
10	GOLDMAN SACHS	\$5.630 B	\$1.647 B	+\$1.020 B
11	HSBC	\$5.279 B	\$742 M	+\$92 M
12	RBC	\$5.037 B	\$1.908 B	+\$1.318 B
13	SANTANDER	\$4.343 B	\$724 M	+\$204 M
14	SCOTIABANK	\$4.168 B	\$1.086 B	+\$575 M
15	UBS	\$4.055 B	\$94 M	-\$633 M
16	BPCE/NATIXIS	\$3.701 B	\$1.634 B	+\$1.485 B
17	CRÉDIT AGRICOLE	\$3.698 B	\$298 M	-\$416 M
18	BARCLAYS	\$3.410 B	\$168 M	-\$769 M
19	ING	\$3.350 B	\$684 M	+\$42 M
20	ICBC	\$2.913 B	\$464 M	-\$176 M
21	CREDIT SUISSE	\$2.714 B	\$472 M	-\$418 M
22	STANDARD CHARTERED	\$2.114 B	\$197 M	+\$25 M
23	BBVA	\$1.958 B	\$242 M	-\$74 M
24	BANK OF CHINA	\$1.747 B	\$23 M	-\$421 M
25	INTESA SANPAOLO	\$1.746 B	\$181 M	-\$236 M
26	DEUTSCHE BANK	\$1.507 B	\$340 M	-\$96 M
27	WELLS FARGO	\$1.246 B	\$420 M	+\$320 M
28	LLOYDS	\$1.024 B	\$17 M	-\$354 M
29	ANZ	\$941 M	-	-\$400 M
30	AGRICULTURAL BANK OF CHINA	\$823 M	-	-\$14 M

RANK	BANK	TOTAL 2016-2021	2021	2021 COMPARED TO 2016
31	WESTPAC	\$787 M	-	-\$43 M
32	COMMONWEALTH BANK	\$684 M	\$126 M	+\$83 M
33	CIBC	\$642 M	\$180 M	+\$180 M
34	NAB	\$532 M	\$126 M	+\$126 M
35	UNICREDIT	\$521 M	\$1 M	-\$222 M
36	CAIXABANK	\$498 M	-	-\$149 M
37	DANSKE BANK	\$390 M	\$75 M	-\$169 M
38	NORDEA BANK	\$383 M	\$75 M	-\$125 M
39	CHINA CONSTRUCTION BANK	\$377 M	\$21 M	-\$140 M
40	CHINA MERCHANTS BANK	\$319 M	\$11 M	+\$11 M
41	COMMERZBANK	\$285 M	\$17 M	+\$17 M
42	SUMI TRUST	\$200 M	-	-
43	NATWEST	\$173 M	\$39 M	+\$22 M
44	DZ BANK	\$162 M	-	-
45	INDUSTRIAL BANK	\$147 M	\$39 M	+\$39 M
46	BANK OF MONTREAL	\$138 M	\$18 M	+\$18 M
47	CHINA MINSHENG BANK	\$129 M	-	-
48	KB FINANCIAL	\$94 M	\$94 M	+\$94 M
49	TD	\$85 M	\$29 M	+\$29 M
50	CRÉDIT MUTUEL	\$63 M	-	-
51	BANK OF COMMUNICATIONS	\$54 M	-	-\$30 M
52	SHANGHAI PUDONG DEVELOPMENT BANK	\$36 M	-	-
53	CHINA EVERBRIGHT BANK	\$28 M	\$19 M	+\$19 M
54	PNC	\$19 M	-	-
55	POSTAL SAVINGS BANK OF CHINA	\$19 M	-	-
56	CHINA CITIC BANK	\$19 M	-	-
57	PING AN GROUP	\$14 M	\$14 M	+\$14 M
58	LA BANQUE POSTALE	\$1 M	\$1 M	+\$1 M
	RABOBANK	-	-	-
	STATE BANK OF INDIA	-	-	-

GRAND TOTAL		\$139.668 B	\$22.874 B	-\$287 M
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COAL MINING & POWER

PHOTO: Markik / shutterstock

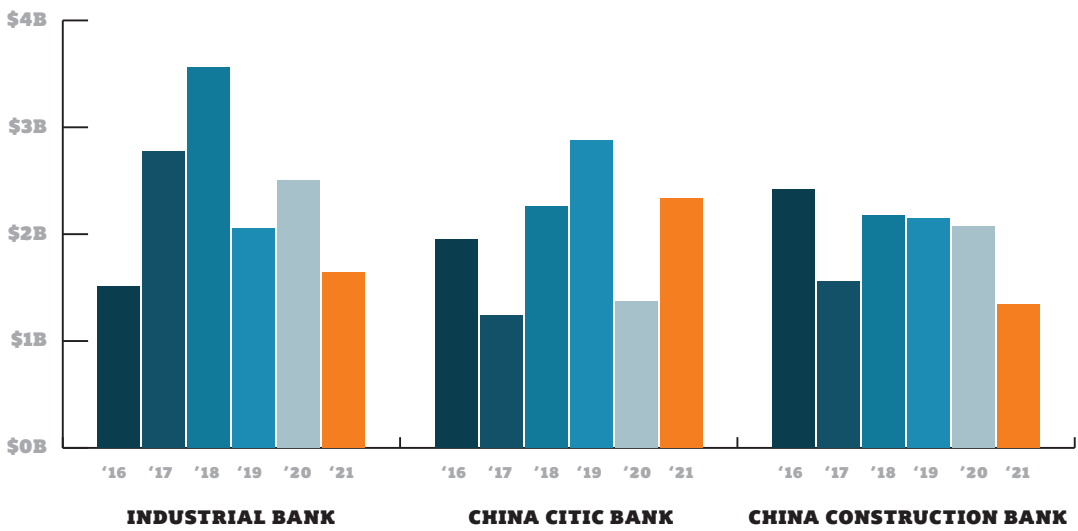


Of the world's **60** biggest banks, **48** have a coal project financing exclusion policy, and **34** of these also have some sort of exclusion policy for coal financing at the corporate level. Coal is the sector that has seen the most progress on expansion policies, though the numbers are still disappointingly low: only **17** of the **60** biggest banks have some sort of explicit prohibition on financing coal developers that applies to their existing clients.

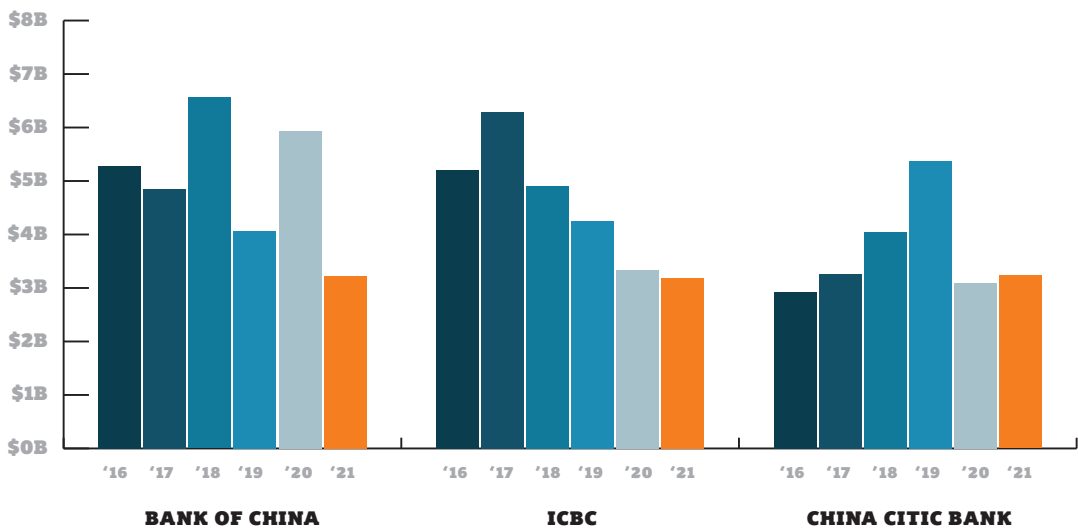
And yet, the sector's biggest bankers have not made such policy commitments: none of the **13** Chinese banks profiled in this report have any sort of coal financing restriction at the corporate level.¹⁰⁷

» For a detailed assessment of banks' coal policies, see the Coal Policy Tool at [CoalPolicyTool.org](#) and excerpted at [BankingonClimateChaos.org](#).

WORST BANKS BY TOTAL COAL MINING FINANCING (2016–2021)



WORST BANKS BY TOTAL COAL POWER FINANCING (2016–2021)



LEAGUE TABLE - *Banking on Coal Mining*

Bank financing for 30 top coal mining companies



RANK	BANK	TOTAL 2016-2021	2021	2021 COMPARED TO 2016
1	INDUSTRIAL BANK	\$14.037 B	\$1.644 B	+\$131 M
2	CHINA CITIC BANK	\$12.030 B	\$2.333 B	+\$383 M
3	CHINA CONSTRUCTION BANK	\$11.716 B	\$1.344 B	-\$1.072 B
4	CHINA EVERBRIGHT BANK	\$10.040 B	\$3.454 B	+\$2.643 B
5	BANK OF CHINA	\$8.554 B	\$1.402 B	+\$671 M
6	ICBC	\$6.861 B	\$965 M	-\$252 M
7	CHINA MERCHANTS BANK	\$6.695 B	\$896 M	-\$1.010 B
8	PING AN GROUP	\$5.342 B	\$1.093 B	+\$773 M
9	BANK OF COMMUNICATIONS	\$5.180 B	\$405 M	-\$325 M
10	SHANGHAI PUDONG DEVELOPMENT BANK	\$5.164 B	\$573 M	-\$188 M
11	AGRICULTURAL BANK OF CHINA	\$5.015 B	\$431 M	-\$986 M
12	CREDIT SUISSE	\$2.068 B	\$13 M	-\$56 M
13	POSTAL SAVINGS BANK OF CHINA	\$1.820 B	\$1.078 B	+\$1.068 B
14	CHINA MINSHENG BANK	\$1.745 B	\$394 M	\$192 M
15	CITI	\$1.702 B	\$218 M	-\$618 M
16	JPMORGAN CHASE	\$1.625 B	\$70 M	+\$6 M
17	DEUTSCHE BANK	\$1.435 B	\$255 M	+\$220 M
18	UBS	\$1.181 B	\$57 M	-\$255 M
19	COMMERZBANK	\$1.016 B	\$72 M	-\$50 M
20	GOLDMAN SACHS	\$953 M	-	-
21	SOCIÉTÉ GÉNÉRALE	\$741 M	\$69 M	-\$77 M
22	STANDARD CHARTERED	\$686 M	-	-\$35 M
23	BANK OF MONTREAL	\$662 M	-	-\$35 M
24	UNICREDIT	\$660 M	-	-\$217 M
25	BANK OF AMERICA	\$653 M	\$85 M	+\$40 M
26	ING	\$558 M	\$62 M	-\$90 M
27	MIZUHO	\$473 M	\$84 M	+\$49 M
28	MUFG	\$472 M	\$41 M	+\$5 M
29	SANTANDER	\$471 M	-	-\$35 M
30	HSBC	\$461 M	\$7 M	-\$76 M

RANK	BANK	TOTAL 2016-2021	2021	2021 COMPARED TO 2016
31	MORGAN STANLEY	\$452 M	\$55 M	+\$20 M
32	INTESA SANPAOLO	\$447 M	-	-\$122 M
33	CRÉDIT AGRICOLE	\$445 M	\$65 M	+\$30 M
34	BARCLAYS	\$431 M	-	-\$35 M
35	BNP PARIBAS	\$403 M	-	-\$75 M
36	NATWEST	\$400 M	-	-\$40 M
37	BBVA	\$391 M	\$43 M	+\$8 M
38	SCOTIABANK	\$385 M	\$77 M	+\$42 M
39	TD	\$384 M	-	-\$35 M
40	RBC	\$372 M	-	-\$35 M
41	SMBC GROUP	\$353 M	\$77 M	+\$77 M
42	NAB	\$329 M	-	-\$57 M
43	COMMONWEALTH BANK	\$308 M	-	-\$35 M
44	ANZ	\$287 M	-	-\$8 M
45	RABOBANK	\$215 M	\$22 M	-\$131 M
46	STATE BANK OF INDIA	\$150 M	-	-
47	NORDEA BANK	\$90 M	-	-\$87 M
48	CIBC	\$35 M	-	-\$35 M
49	BPCE/NATIXIS	\$29 M	\$22 M	+\$22 M
50	WESTPAC	\$4 M	-	-
	CAIXABANK	-	-	-
	CRÉDIT MUTUEL	-	-	-
	DANSKE BANK	-	-	-
	DZ BANK	-	-	-
	KB FINANCIAL	-	-	-
	LA BANQUE POSTALE	-	-	-
	LLOYDS	-	-	-
	PNC	-	-	-
	SUMI TRUST	-	-	-
	WELLS FARGO	-	-	-

GRAND TOTAL		\$115.928 B	\$17.407 B	+\$302 M
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LEAGUE TABLE - *Banking on Coal Power*

Bank financing for 30 top coal power companies



RANK	BANK	TOTAL 2016-2021	2021	2021 COMPARED TO 2016
1	BANK OF CHINA	\$29.918 B	\$3.222 B	-\$2.055 B
2	ICBC	\$27.230 B	\$3.191 B	-\$2.020 B
3	CHINA CITIC BANK	\$21.924 B	\$3.234 B	+\$305 M
4	AGRICULTURAL BANK OF CHINA	\$20.050 B	\$2.618 B	-\$1.440 B
5	CHINA CONSTRUCTION BANK	\$19.658 B	\$3.012 B	-\$2.529 B
6	PING AN GROUP	\$19.546 B	\$3.862 B	+\$2.564 B
7	CHINA MERCHANTS BANK	\$16.771 B	\$3.984 B	+\$610 M
8	INDUSTRIAL BANK	\$13.463 B	\$3.217 B	+\$1.424 B
9	SHANGHAI PUDONG DEVELOPMENT BANK	\$12.508 B	\$2.689 B	+\$95 M
10	CHINA EVERBRIGHT BANK	\$11.417 B	\$2.677 B	+\$640 M
11	CITI	\$6.294 B	\$716 M	+\$241 M
12	MUFG	\$5.801 B	\$627 M	-\$473 M
13	BANK OF COMMUNICATIONS	\$5.658 B	\$2.147 B	+\$1.405 B
14	JPMORGAN CHASE	\$4.607 B	\$1.233 B	+\$752 M
15	BARCLAYS	\$4.509 B	\$642 M	-\$119 M
16	MIZUHO	\$4.284 B	\$694 M	+\$15 M
17	BANK OF AMERICA	\$3.642 B	\$719 M	+\$192 M
18	POSTAL SAVINGS BANK OF CHINA	\$3.556 B	\$1.042 B	+\$934 M
19	CREDIT SUISSE	\$3.432 B	\$295 M	-\$408 M
20	HSBC	\$3.270 B	\$217 M	+\$41 M
21	WELLS FARGO	\$3.098 B	\$559 M	+\$181 M
22	SCOTIABANK	\$2.191 B	\$405 M	+\$98 M
23	STANDARD CHARTERED	\$2.183 B	\$107 M	+\$107 M
24	CHINA MINSHENG BANK	\$1.957 B	\$324 M	-\$68 M
25	RBC	\$1.938 B	\$206 M	-\$147 M
26	UBS	\$1.848 B	\$215 M	-\$573 M
27	MORGAN STANLEY	\$1.713 B	\$307 M	-\$36 M
28	SMBC GROUP	\$1.670 B	\$173 M	+\$173 M
29	STATE BANK OF INDIA	\$1.542 B	\$136 M	-\$273 M
30	BNP PARIBAS	\$1.380 B	\$88 M	-\$122 M

RANK	BANK	TOTAL 2016-2021	2021	2021 COMPARED TO 2016
31	GOLDMAN SACHS	\$1.369 B	\$106 M	-\$68 M
32	PNC	\$1.140 B	\$164 M	+\$164 M
33	CRÉDIT AGRICOLE	\$1.020 B	\$133 M	+\$89 M
34	TD	\$1.006 B	\$153 M	-\$99 M
35	ANZ	\$781 M	\$71 M	-\$64 M
36	DEUTSCHE BANK	\$619 M	\$7 M	-\$242 M
37	KB FINANCIAL	\$364 M	-	-
38	SANTANDER	\$347 M	-	-\$182 M
39	NAB	\$220 M	\$96 M	+\$96 M
39	COMMONWEALTH BANK	\$220 M	\$96 M	+\$96 M
41	INTESA SANPAOLO	\$199 M	-	-
42	BBVA	\$136 M	-	-
43	CIBC	\$115 M	\$115 M	+\$115 M
44	COMMERZBANK	\$108 M	\$19 M	+\$19 M
45	WESTPAC	\$53 M	-	-
46	SOCIÉTÉ GÉNÉRALE	\$15 M	-	-
47	UNICREDIT	\$14 M	-	-
48	BPCE/NATIXIS	\$9 M	\$2 M	+\$2 M
	BANK OF MONTREAL	-	-	-
	CAIXABANK	-	-	-
	CRÉDIT MUTUEL	-	-	-
	DANSKE BANK	-	-	-
	DZ BANK	-	-	-
	ING	-	-	-
	LA BANQUE POSTALE	-	-	-
	LLOYDS	-	-	-
	NATWEST	-	-	-
	NORDEA BANK	-	-	-
	RABOBANK	-	-	-
	SUMI TRUST	-	-	-

GRAND TOTAL		\$264.793 B	\$43.520 B	-\$561 M
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CONCLUSION AND DEMANDS



PHOTO: Yellow Coat COP26 Collective

Publication of this report marks another year in which most of the world's biggest banks failed to take the bold action needed to drastically reduce their contributions to climate chaos. Time is running out: fossil fuel expansion must end immediately. Each dollar that banks put toward new fossil fuel projects and the companies behind them is incompatible with climate stability and their own net-zero commitments. Ending support for fossil fuel expansion is the next, urgent step toward banks zeroing out their fossil fuel financing on a 1.5°C-compatible timeline.

To align their policies and practices with a world that **limits global warming to 1.5°C** and fully **respects human rights**, and **Indigenous rights** in particular, banks must:

- Prohibit all financing for all fossil fuel expansion projects and for all companies expanding fossil fuel extraction and infrastructure along the whole value chain.
- Measure, disclose, and set targets to zero out the absolute climate impact of overall financing activities on a 1.5°C-aligned timeline, including short-, medium-, and long-term targets. Long-term climate impact commitments must be paired with immediate action on fossil fuels, the single largest source of financed emissions.¹⁰⁸
- Immediately begin zeroing out all financing for fossil fuel extraction, combustion, and infrastructure, on an explicit timeline that is aligned with limiting global warming to 1.5°C, starting with coal mining and coal power, as well as financing for existing projects and companies active in tar sands oil, Arctic oil and gas, offshore oil and gas, fracked oil and gas, and LNG. As part of this process, banks must require all fossil fuel clients to publish plans to zero out fossil fuel activity on a 1.5°C-aligned timeline.
- Fully respect all human rights, particularly the rights of Indigenous Peoples, including their rights to their water and lands and the right to Free, Prior, and Informed Consent, as articulated in the UN Declaration on the Rights of Indigenous Peoples. Prohibit all financing for projects and companies that abuse human rights, including Indigenous rights.

BANKS INCLUDED

 BANK	ABBREVIATED NAME USED IN THIS REPORT	COUNTRY OF HEADQUARTERS	RANK BY TOTAL ASSETS
IINDUSTRIAL AND COMMERCIAL BANK OF CHINA	ICBC	CHINA	1
CHINA CONSTRUCTION BANK		CHINA	2
AGRICULTURAL BANK OF CHINA		CHINA	3
BANK OF CHINA		CHINA	4
MITSUBISHI UFJ FINANCIAL GROUP	MUFG	JAPAN	5
JPMORGAN CHASE		UNITED STATES	6
BNP PARIBAS		FRANCE	7
HSBC		UNITED KINGDOM	8
BANK OF AMERICA		UNITED STATES	9
CRÉDIT AGRICOLE		FRANCE	10
CITIGROUP	CITI	UNITED STATES	11
SUMITOMO MITSUI FINANCIAL GROUP (SMFG)	SMBC GROUP	JAPAN	12
MIZUHO		JAPAN	14
WELLS FARGO		UNITED STATES	15
SANTANDER		SPAIN	16
BARCLAYS		UNITED KINGDOM	17
SOCIÉTÉ GÉNÉRALE		FRANCE	18
BPCE/NATIXIS		FRANCE	19
POSTAL SAVINGS BANK OF CHINA		CHINA	20
BANK OF COMMUNICATIONS		CHINA	21
DEUTSCHE BANK		GERMANY	22
TORONTO-DOMINION BANK	TD	CANADA	23
ROYAL BANK OF CANADA	RBC	CANADA	24
CHINA MERCHANTS BANK		CHINA	25
INTESA SANPAOLO		ITALY	26
SHANGHAI PUDONG DEVELOPMENT BANK		CHINA	27
INDUSTRIAL BANK		CHINA	28
LLOYDS BANKING GROUP	LLOYDS	UNITED KINGDOM	29
GOLDMAN SACHS		UNITED STATES	30
CHINA CITIC BANK		CHINA	31

This analysis covers the world's 60 biggest relevant banks by assets, according to the S&P Global Market Intelligence ranking from April 2021.¹⁰⁹ Banks with little-to-no league credit for economy-wide financing were deemed irrelevant to this analysis. This resulted in the exclusion of three Japanese banks: Japan Post Bank (13th largest by assets globally), Norinchukin Bank (39th largest), and Resona Holdings (53rd largest). Due to changes in bank sizes, the starred banks are new to the 2022 edition of this report, replacing Shinhan Financial Group, U.S. Bancorp, Truist Financial, and Sberbank.

 BANK	ABBREVIATED NAME USED IN THIS REPORT	COUNTRY OF HEADQUARTERS	RANK BY TOTAL ASSETS
ING		NETHERLANDS	32
UNICREDIT		ITALY	33
UBS		SWITZERLAND	34
MORGAN STANLEY		UNITED STATES	35
NATWEST		UNITED KINGDOM	36
CHINA MINSHENG BANK		CHINA	37
CRÉDIT MUTUEL		FRANCE	38
CREDIT SUISSE		SWITZERLAND	40
SCOTIABANK		CANADA	41
LA BANQUE POSTALE *		FRANCE	42
CHINA EVERBRIGHT BANK		CHINA	43
COMMONWEALTH BANK OF AUSTRALIA	COMMONWEALTH BANK	AUSTRALIA	44
CAIXABANK *		SPAIN	45
BBVA		SPAIN	46
STANDARD CHARTERED		UNITED KINGDOM	47
RABOBANK		NETHERLANDS	48
BANK OF MONTREAL		CANADA	49
AUSTRALIA & NEW ZEALAND BANKING GROUP	ANZ	AUSTRALIA	50
DZ BANK		GERMANY	51
PING AN INSURANCE GROUP	PING AN GROUP	CHINA	52
NORDEA BANK		FINLAND	54
DANSKE BANK		DENMARK	55
WESTPAC BANKING CORPORATION	WESTPAC	AUSTRALIA	56
STATE BANK OF INDIA		INDIA	57
NATIONAL AUSTRALIA BANK	NAB	AUSTRALIA	58
COMMERZBANK		GERMANY	59
CANADIAN IMPERIAL BANK OF COMMERCE	CIBC	CANADA	60
SUMITOMO MITSUI TRUST HOLDINGS	SUMI TRUST	JAPAN	61
PNC FINANCIAL SERVICES *	PNC	UNITED STATES	62
KB FINANCIAL GROUP *	KB FINANCIAL	SOUTH KOREA	63

Due to data availability constraints, Ping An is the only one of the Chinese banks that is included at the group level: Ping An Insurance (Group) Company of China, Ltd., which includes subsidiaries Ping An Bank and Ping An Securities.

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7 See page 19. Alongside any project-related financing identified via the Bloomberg Terminal, additional project finance deals were researched in the LNG and coal power sectors using IJGlobal, a project finance database. Additional research on this database may have provided more project-related financing in scope; however, the vast majority of fossil fuel financing remains at the corporate level.

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14 “[Global Oil & Gas Exit List](#),” urgewald e.V., November 2021.

15 See page 8.

16 These six banks together provided \$220.5 billion in fossil fuel financing in 2021 (out of \$749.8 billion) and \$1.43 trillion in fossil fuel financing from 2016–2021 (out of \$4.59 trillion). See page 8.

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21 Financing flows represent the amount of league credit each bank was attributed by Bloomberg Finance L.P. in lending and underwriting to the company and all relevant subsidiaries, adjusted down by the proportion of each subsidiary’s involvement in fossil fuels. See the methodology section for more details.

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31 “[Members](#),” Net-Zero Banking Alliance, accessed March 2022; “[Net Zero Banking Alliance Germany](#),” Green and Sustainable Finance Cluster Germany, accessed March 2022; [Oil & Gas Policy Tracker](#), Reclaim Finance, accessed March 2022; [Coal Policy Tool](#), Reclaim Finance, accessed March 2022.

32 “[Net Zero by 2050: A Roadmap for the Energy Sector](#),” IEA, May 2021.

33 [Oil & Gas Policy Tracker](#), Reclaim Finance, accessed March 2022.

34 [Coal Policy Tool](#), Reclaim Finance, accessed March 2022.

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44 “[Global Oil & Gas Exit List](#),” urgewald e.V., November 2021; “[Global Coal Exit List](#),” urgewald e.V., October 2021.

45 Rystad Energy’s [UCube database](#) is an exploration and production upstream database with reserves, production profiles, and economical figures for all fields, discoveries, and exploration licenses globally.

46 Three-quarters of the 100 companies selected are oil and gas companies, to account for the larger size of the oil and gas industry as compared to coal. Of those 75 companies, 80% were selected for their upstream activity, to weigh toward the companies most responsible for producing new oil and gas.

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59 [The Bloomberg Terminal](#) is a ubiquitous provider of financial data available by subscription. Financial research was done using the Bloomberg Terminal’s league table function, which aggregates “creditable” transactions and assigns each leading bank (in an arranger or agent role) a portion of the value of the deal, according to the Bloomberg L.P. League Table Standards and Guidelines. The Bloomberg League Table Standards and Guidelines reference document is available to terminal subscribers.

60 IJGlobal is a project finance and infrastructure journal and data provider; see [ijglobal.com](#).

61 Note that this method effectively undercounts figures in the league table for fossil fuel expansion, as the adjuster is based on current operations, while these companies are highlighted because of their large fossil fuel expansion plans that have yet to be developed. For companies in the top expanders list and their subsidiaries, annual adjusters were used in the overall fossil fuel league table. For all other companies, one adjuster was calculated and applied to all five years of data.

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109 David Feliba and Rehan Ahmad, “The World’s 100 Largest Banks, 2021,” S&P Global, 12 April 2021.

Each dollar that banks put toward new fossil fuel projects and the companies behind them is incompatible with climate stability and their own net-zero commitments.



PHOTO: Erik McGregor / SIPA USA

This report is endorsed by **504** organizations
from **51** countries around the world:

1000 Grandmothers for Future Generations	Advocates4Earth	Banking on a Better Future	Citizens for Clean Air & Clean Water in	Dayenu: A Jewish Call to Climate Action	Extinction Rebellion Ottawa
198 methods	Africa Coal Network	Barranquilla+20	Brazoria County	Delaware Riverkeeper Network	Extinction Rebellion Québec
350 Africa	Africa Institute for Energy Governance	Below2°C	Clean Energy Now Texas	Democracy Watch	Extinction Rebellion San Francisco Bay Area
350 Aotearoa	African Coalition on Green Growth	Berks Gas Truth	Climate Action for Lifelong Learners	Democratic National Committee Environment	Facing Finance
350 Central Massachusetts	African Sustainable Energy Association	Berkshire Environmental Action Team	Climate Action Moreland	& Climate Crisis Council	Fair Finance Guide Sweden
350 Charlotte	Aktionsgruppe Indianer & Menschenrechte	Better Path Coalition	Climate Action Network Australia	Direct Action for Rights & Equality	Fairbanks Climate Action Coalition
350 Colorado	Alianza Americas	Biodiversity Conservation Center	Climate Action Network Latin America	Divest Canada Coalition	FairFin
350 Eastside	Amazon Frontlines	Blue Future	Climate Action Now Western Massachusetts	Divest Ed	Family Farm Defenders
350 Humboldt	Amazon Watch	Bold Alliance	Climate Action Rhode Island / 350 Rhode	Divest Invest Protect	Farmworker Association of Florida
350 Kishwaukee	American Federation of Government	Both ENDS	Island	Divest New Jersey	Finance Innovation Lab
350 Madison	Employees Local 704	Braided River	Climate Alliance Switzerland	Divest Oregon: Reinvest in a Fossil-Free Future	FLIGHT: Protecting Indonesia's Birds
350 Montgomery County	American Friends Service Committee	Breast Cancer Action	Climate Change Education Centre	Doctors for Planetary Health West Coast	Fondazione Finanza Etica
350 New Hampshire	American Jewish World Service	British Columbia Climate Alliance	Climate Change Network Nigeria	Doctors for the Environment Australia	Food & Water Watch
350 New Jersey – Rockland	Americans for Financial Reform Education	Bronx Climate Justice North	Climate Emergency Institute	Dogwood Initiative	For Our Kids Canada
350 New Mexico	Fund	Bronx Jews for Climate Action	Climate Finance Action	Don't Gas the Meadowlands Coalition	For The People
350 New Orleans	Amnesty International	Bund für Umwelt und Naturschutz Deutschland	Climate First!	Earth Care	Force of Nature Alliance
350 NYC	Animals Are Sentient Beings	in Bayern / Friends of the Earth Bavaria	Climate Hawks Vote	Earth Day Initiative	Fossilvrij Netherlands
350 Oregon Central Coast	Another Gulf Is Possible Collaborative	Burnaby For Our Kids	Climate Justice Alliance	Earth Ethics	Fossil Free California
350 PDX	AnsvarligFremtid	Businesses for a Livable Climate	Climate Justice Edmonton	Earth Platform	Fossil Free London
350 Pensacola	Arbeitsgruppe Schweiz Kolumbien	California Public Banking Alliance	Climate Pledge Collective	Earthkeeper Health Resources	Fossil Free South Africa
350 Pilipinas	Arm in Arm	Call to Action Colorado	Climate Reality Massachusetts Southcoast	Earthlife Africa Johannesburg	Fossil-Free.ch Switzerland
350 Seattle	Asian Pacific Environmental Network	Campax	Climate Reality Project Canada	Earthworks	Foundation Earth
350 Silicon Valley	Asian Peoples Movement on Debt &	Capitol Heights Presbyterian	ClimateMama	ECA watch, EACOP	Frack Free Lancashire
350 Triangle	Development	Catholic Divestment Network	Climáximo	Eco Action Families	Frack Free Sussex
350 Wenatchee	Association Climat Genève	CatholicNetwork US	Coalition Against Pilgrim Pipeline New Jersey	EcoEquity	Frack Off London
350 Yakima Climate Action	Association for the Advancement of	Catskill Mountainkeeper	Colorado Businesses for a Livable Climate	Ecologistas en Acción	Fracking Free Clare
350.org	Sustainability in Higher Education	Center for Biological Diversity	Communities United for Restorative Youth	EKOenergy ecolabel	FracTracker Alliance
350.org América Latina	Association Klimastadt Zürich	Center for Coalfield Justice	Justice	Endangered Habitats League	Framtiden i Våre Hender
350.org Asia	Association of Ethical Shareholders Germany	Center for Energy, Ecology & Development	Community for Sustainable Energy	Environment Governance Institute	FreshWater Accountability Project
350.org Australia	Atlantic Coast Conference Climate Justice	Center for International Environmental Law	Community Resource Centre	Environmental Defence	Friends For Environmental Justice
350.org Japan	Coalition	Center For Sustainable Communities	Connecticut Citizen Action Group	Environmental Justice Foundation	Friends of Clayoquot Sound
Abibinsroma Foundation	Atmos Financial	Center for the Blue Economy	Conservation Council of New Brunswick	Episcopal Diocese of Western Massachusetts	Friends of Public Banking Santa Rosa
About Face: Veterans Against The War	Australian Conservation Foundation	Centre for Citizens Conserving Environment &	Conservation Council Washington	Escambia County Florida Democratic	Friends of the Earth International
Accelerate Neighborhood Climate Action	Australian Parents for Climate Action	Management	Corporate Europe Observatory	Environmental Caucus	Friends of the Earth Japan
Action Center on Race & the Economy	Aytzim: Ecological Judaism	Centre for Financial Accountability	Corvallis Climate Action Alliance	Ethical Consumer	Friends of the Earth Scotland
Action for Ecology & People Emancipation	Bank Information Center	Centre for Natural Resource Governance	Corvallis Interfaith Climate Justice Committee	Extinction Rebellion Boston	Friends of the Earth U.S.
ActionAid Denmark	Bank on our Future	Charlottesville 350	Council of Canadians Powell River	Extinction Rebellion Los Angeles	Friends of the Landless Finland
Adéquations	Bank.Green	Chautauqua-Conewango Consortium	Culture Unstained	Extinction Rebellion Netherlands	Friends of the San Juans
Adfree Cities	Banking for Climate	Christian Aid	Damascus Citizens for Sustainability	Extinction Rebellion NYC	Fund for Democratic Communities

ENDORSEMENTS (CONT'D)

Fund Our Future	Hawai'i Institute for Human Rights	Organization	North American Climate, Conservation & Environment	Presente.org	Seneca Lake Guardian
Fundación Chile Sustentable	Honeydew Energy Advisors	LittleSis	North Bronx Racial Justice	Profundo	ShareAction
Fundacja Strefa Zieleni	Honor the Earth	London Mining Network	North Range Concerned Citizens	Project Coyote	Sharklays
Future Coalition	Humboldt Unitarian Universalist Fellowship	Long Beach Alliance for Clean Energy	Not Here Not Anywhere	Project Eleven Hundred	Shift Action for Pension Wealth & Planet Health
Gas Free Pensions	Climate Action Campaign	Longmeadow Pipeline Awareness Group	Notre Affaire à Tous	Protect All Children's Environment	Sisters of Charity of Saint Elizabeth Office of Peace, Justice, & Ecological Integrity
Gidimt'en Checkpoint	I-70 Citizens Advisory Group	Louisiana Bucket Brigade	Nuclear Information & Resource Service	Protect Our Winters Canada	Sisters of St. Francis of Philadelphia
Giniw Collective	In the Shadow of the Wolf	Lumière Synergie pour le Développement	Ocean. Now!	Protect Our Winters Europe	Small Business Alliance
Glasgow Autonomous Space	Inclusive Development International	Marpole Terrace Cooperative	Oceanic Preservation Society	Protect Our Winters New Zealand	SoCal 350 Climate Action
Glen Echo Heights Mobilization	Indigenous Climate Action	MASS Action	Oil & Gas Action Network	Public Citizen	Socio-Ecological Union International
Global Anti-Aerotropolis Movement	Indivisible Ambassadors	Maternal & Child Health Access	Oil Sands Divestment	Qathet Climate Alliance	Solidarité pour la Réflexion et Appui au Développement Communautaire
Global Energy Monitor	Informationsgruppe Lateinamerika	Mayfair Park Neighborhood Association Board	One Cowichan Educational Society	Quit RBC	Solutions For Our Climate
Global Justice Ecology Project	Institute for Agriculture & Trade Policy	Mazaska Talks	One Earth	RapidShift Network	Sonoma County Climate Activist Network
Global Justice Now	Institute for Development Policy	Mekong Watch	OraTaiao: The New Zealand Climate & Health Council	Re-Set: Platform for Social-Ecological Change	Southern Africa Climate Action Network
Global Warming Education Network	Instytut na rzecz Ekorozwoju	Mental Health & Inclusion Ministries	Our Climate	Reacción Climática	Southern Oregon Climate Action Now
Global Witness	Interamerican Association for Environmental Defense	Michigan Environmental Justice Coalition	Our Revolution	ReCommon	Southwest Organization for Sustainability
Grand(m)others Act to Save the Planet	InterAmerican Clean Energy Institute	Mid-Ohio Valley Climate Action	Oyu Tolgoi Watch	Reconstructionist Rabbinical Association	Spirit of the Sun
Grassroots Global Justice Alliance	Interfaith EarthKeepers	Milieudefensie / Friends of the Earth Netherlands	Pakistan Fisherfolk Forum	Recourse	Stamp Out Poverty
Grassroots International	International Indigenous Youth Council Twin Cities	Minnesota Interfaith Power & Light MN350	Palms To Pines Democratic Network	Réseau Camerounais des Organisations des Droits de l'Homme / Cameroon Network of Human Rights Organisations	Stand.earth
Great Old Broads for Wilderness	International Rivers	Money Rebellion	Parents for Climate Aotearoa	Respecting Aboriginal Values & Environmental Needs	Stonewall Democratic Club
Greater Boston Physicians for Social Responsibility	International Student Environmental Coalition	Montbello Neighborhood Improvement Association	Parramatta Climate Action Network	Rettet den Regenwald / Rainforest Rescue	Stop SPOT & Gulflink: Save Our Gulf Coast
Greater New Orleans Housing Alliance	International Work Group for Indigenous Affairs	Mosquito Fleet	Pasifika Uprising	Rio Grande International Study Center	Stop the Money Pipeline
Greater-Birmingham Alliance to Stop Pollution	Jubilee Australia	Mothers Out Front	Pay Student Paramedics	Rivers without Boundaries Coalition Mongolia	Stowarzyszenie Ekologiczne EKO-UNIA Poland
Green Advocates International	Jubilee Debt Campaign	Movement Rights	Pelican Media	Robin Hood Tax	Stowarzyszenie Pracownia na Rzecz Wszystkich Istot
Green America	Judith Chikonde Foundation	Movement Training Network	People & Planet	Rodice za Klima Liberec	SumOfUs
Green Education & Legal Fund	Just Share	National Association of Professional Environmentalists	People of Albany United for Safe Energy	Rogue Climate	Sunrise Movement
Green House Collaboration Center	Justiça Ambiental / Friends of the Earth Mozambique	National Family Farm Coalition	People of Asia for Climate Solutions	Sacred Earth Solar	Sunrise Project
Green Neighbor Challenge	Kiko Network	Native Sun Community Power Development	People Organizing to Demand Environmental & Economic Rights	Safe Skies Maryland	Sustainability Solutions Group
Green New Deal Virginia Coalition	Klamath-Siskiyou Wildlands Center	Natural Capitalism Solutions	Peoples Climate Movement New York	Salish Sea Cooperative Finance	Sustainable Economics & Finance Association
Green State Solutions	KoalaKollektiv	Neighbours United for Climate Action	Physicians for Social Responsibility Pennsylvania	Salvaginas Colectiva Ecofeminista	Switch It
Green Workers Alliance	Ktisis Capital	New Brunswick Anti-Shale Gas Alliance	Pivot Point	San Francisco Bay Physicians for Social Responsibility	System Change Not Climate Change
GreenFaith	KyotoUSA	New Economy Project	Policy Research Institute for Equitable Development	San Luis Obispo Clean Water	Texas Campaign for the Environment
GreenHeart Education	Last Real Indians	New Energy Economy	Positive Money UK	Sanford-Oquaga Area Concerned Citizens	Texas Environmental Justice Advocacy Services
Greenpeace Canada	Leadnow	New Jersey State Industrial Union Council	Positive Money US	Saphron Initiative	The Climate Optimist
Greenpeace Nordic	Leave It in the Ground Initiative	New Mexico Climate Justice	Post Growth Institute	Save EPA	The Corner House
Greenpeace Switzerland	Les Amis de la Terre France / Friends of the Earth France	New Progressive Alliance	Power Shift Network	Save RGV	The Enviro Show
Greenpeace UK	Lewinsville Faith in Action	New York Communities for Change	PowerSwitch Action	Seeding Sovereignty	The Freedom BLOC
Greenpeace USA	Link-AR Borneo	Nijmegen Fossielvrij		Self-Reliance Corporation	The Green House Connection Center
Greenvest	Little Village Environmental Justice	No Fracked Gas in Mass			The Movements Trust
groundWork / Friends of the Earth South Africa					The Shalom Center
Hanover Action: Towards a Sustainable Community					

ENDORSEMENTS (CONT'D)

The Wilderness Society	United Church of Christ Environmental Justice Ministry	Westchester Peace Action Committee Foundation
The YEARS Project	United for Action	Western New York Environmental Alliance
Third Act	United for Peace & Justice	Western Slope Businesses for a Livable Climate
Third Act Virginia	United Native Americans	White Rabbit Grove RDNA
Thomas Berry Forum for Ecological Dialogue at Iona College	United Student Leaders	Women Environmental Programme
TIAA-DIVEST!	Uplift	Women Without Roofs Nepal
Tipping Point UK	Upper Valley Affinity Group	Women's Earth & Climate Action Network
Toronto350	Vermont Yankee Decommissioning Alliance	Women's Institute for Freedom of the Press
Transition Edinburgh	Veterans for Climate Justice	Womxn from the Mountain
Transition Sebastopol	Veterans For Peace Linus Pauling Chapter 132	Working for Racial Equity
Turtle Island Restoration Network	Voices Of Community Activists & Leaders New York	World Centric
Uganda Coalition for Sustainable Development	Wahana Lingkungan Hidup Indonesia South Sulawesi / Friends of the Earth Indonesia South Sulawesi	Yayasan Pusaka Bentala Rakyat
Unissons-Nous pour la Promotion des Batwa	Wall of Women Colorado	Youth Advocates for Climate Action Philippines / Fridays for Future Philippines
Unitarian Universalist Fellowship of Corvallis Oregon Climate Action Team	Waterkeeper Alliance	Youth Climate Finance Alliance
Unitarian Universalist Fellowship of Hidalgo County Texas	We Are Here Venice	Youth United for Climate Crisis Action
Unitarian Universalist Mass Action	Weald Action Group	Zero Hour
Unitarian Universalist Service Committee	West Coast Environmental Law Association	Zero-Carbon Energy Development & Information Centre
Unite North Metro Denver	West Kootenay Climate Hub	

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PHOTO: Jake Conroy / RAN

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Banking on **CLIMATE CHAOS**

FOSSIL FUEL FINANCE REPORT **2022**

BankingonClimateChaos.org

PUBLICATION DATE: March 30, 2022



BANKTRACK



Florida Will Pull \$2 Billion of Assets From BlackRock Over ESG

By Danielle Moran and Saijel Kishan

December 1, 2022

Bloomberg

<https://news.yahoo.com/florida-pull-2-billion-assets-180630120.html>

Florida will pull \$2 billion worth of state assets managed by BlackRock Inc., accelerating Republicans' fight with the world's largest money manager over its ESG investing practices.

The state treasury will immediately have Florida's custody bank freeze about \$1.43 billion worth of long-term securities and remove BlackRock as the manager of approximately \$600 million worth of short-term overnight investments, Florida Chief Financial Officer Jimmy Patronis said in a statement on Thursday. The pullback is the latest step in a broader fight led by Republican Governor Ron DeSantis against corporations that embrace environmental, social and corporate governance values.

"I need partners within the financial services industry who are as committed to the bottom line as we are – and I don't trust BlackRock's ability to deliver," Patronis said in the statement.

"Using our cash, however, to fund BlackRock's social-engineering project isn't something Florida ever signed up for," he said. "It's got nothing to do with maximizing returns and is the opposite of what an asset manager is paid to do. Florida's Treasury Division is divesting from BlackRock because they have openly stated they've got other goals than producing returns."

Reuters reported Florida's planned divestiture earlier. The Florida Department of Financial Services manages approximately \$60 billion in taxpayer money.

Ed Sweeney, a spokesperson for New York-based BlackRock, said the firm is "surprised" by the decision given the strong returns the company has delivered for Florida the last five years.

ESG Trigger

Republicans are ratcheting up attacks on environmental, social and governance investing this year. BlackRock, which oversees \$8 trillion globally, is a major proponent of the strategy and has been a prime target for the GOP. Louisiana and Missouri have pulled a combined \$1.3 billion from BlackRock this year. And in August, Texas included the firm on a list of those it says boycott the energy industry.

Read More: BlackRock, UBS Ask to Be Removed From Texas' Energy Boycott List

"Neither the CFO nor his staff have raised any performance concerns," BlackRock's Sweeney said in a statement. "We are disturbed by the emerging trend of political initiatives like this that sacrifice access to high-quality investments and thereby jeopardize returns, which will ultimately hurt Florida's citizens. Fiduciaries should always value performance over politics."

Read more: DeSantis Amps Up ESG Attack, Banning Strategy for State Pensions

Back in August, DeSantis and other state officials passed a resolution calling for state funds to be invested without considering the “ideological agenda” of the ESG movement.

“The tax dollars and proxy votes of the people of Florida will no longer be commandeered by Wall Street financial firms and used to implement policies through the board room that Floridians reject at the ballot box,” DeSantis said at the time.

The move follows other similar clashes with corporate giants, such as PayPal Holdings Inc. and Walt Disney Co. DeSantis is seen as a key rival of Donald Trump for the 2024 Republican presidential nomination. The governor won a landslide re-election victory in November promising to battle what he called “woke ideology” being promoted by Wall Street banks, asset managers and big-tech companies in Florida.

On Wednesday, BlackRock’s Fink said he’s been working to counter criticism from across the political spectrum for BlackRock’s support of sustainable investing. Republicans have retaliated against his firm’s embrace of what they’ve described as “woke” capitalism, while Democrats and environmental activists have targeted BlackRock for investing in fossil-fuel producers.

Against that backdrop, BlackRock poured record amounts of money into US political campaigns this year. Fink said Wednesday that he has been spending a lot of time in Washington to “correct the narrative.”

--With assistance from Felipe Marques and Shelly Hagan.

Fossil fuels are a losing bet. Why are CalPERS & CalSTRS still investing in them? | Opinion

By James Stone

April 9, 2023

Sacramento Bee

<https://www.yahoo.com/news/fossil-fuels-losing-bet-why-130000606.html>

Over the last decade, Californians have experienced intensifying fires, deadly heat and deepening drought. Record-breaking floods have swept through our communities, taking the lives of [at least 22](#) people, devastating [thousands of homes](#) and costing over \$1 billion in damages. In 2022, climate damages surpassed \$165 billion in the U.S. alone, and the reinsurance firm [Swiss Re](#) predicted that if world temperatures are allowed to rise to 3.2° Celsius, the global economy's gross domestic product [will decline by at least 18%](#).

For all of those reasons and many more, California's legislators must pass Senate Bill 252 this year to ensure that CalPERS and CalSTRS, our state's pension funds, stop financing climate chaos that is destroying the communities, homes and lives of Californians, including pension beneficiaries.

Executives at fossil fuel companies like [Exxon knew](#) about the devastating impacts of extracting, transporting and burning coal, oil and gas more than 40 years ago. Now, as [fossil fuel corporations rake in record profits](#), Californians are [bearing the costs of their lies](#). When Californians passed legislation to reign in fossil fuel damages to our communities, fossil fuel companies [spent over \\$20 million](#) to overturn the will of the people.

It's not only major oil companies that are responsible. As the two largest public pensions in the nation, with [\\$440 billion](#) and [\\$306 billion](#) in respective assets, CalPERS and CalSTRS collectively represent [over 3 million members](#) and their families, including public employees, teachers, firefighters and first responders. Yet the state's pensions are [bankrolling over \\$14 billion in fossil fuel assets](#), effectively enabling the very climate catastrophe its membership is responding to on the frontlines.

Fossil fuels are a losing investment. [Reports reveal](#) that CalPERS and CalSTRS would have generated an additional \$11.9 billion and \$5.5 billion respectively by 2019 had they divested from fossil fuels in 2009. That's that equivalent of [\\$6,072 per CalPERS member](#) and [\\$5,752 per CalSTRS member](#).

To date, over [1,550 institutions representing more than \\$40 trillion](#) in assets have committed to divest. This includes New York State's Common Retirement Fund, the Bank of England and ABP, one of the world's largest pension funds. There's a growing group of pension decision-makers who conducted independent, rigorous climate risk assessments, and even those who previously doubted divestment ultimately chose to divest.

If SB 252 passes, California would become the third state to divest from fossil fuels, alongside Maine and New York. Sponsored by Sen. Lena Gonzalez, the bill ensures that we don't sacrifice investment performance. We have the opportunity to seize the momentum of the worldwide divestment movement and end contradictory policies positioning California as a climate leader while our pensions continue to invest billions in the fossil fuel companies causing the climate crisis.

This legislation comes as fossil fuel-funded politicians peddle anti-environmental legislation and false, politically-motivated claims, [costing taxpayers millions](#). It's time for legislators to listen to their constituents — the people of California — and not the fossil fuel lobby and their think tanks.

CalPERS and CalSTRS' shareholder sustainability engagement record is abysmal. Pension executives claim they're engaging with fossil fuel corporations, but this is a [proven futile strategy](#). Moreover, [they voted against all climate resolutions at North American banks](#) last year.

SB 252 is about more than divesting from fossil-fueled chaos. It's about requiring CalPERS and CalSTRS to meet their fiduciary duty to protect the future of not only the funds they manage, but of the lives and livelihoods of Californians and pension beneficiaries everywhere.

James Stone is a professor of political science at Mt. San Antonio College and the author of "Populism, Eco-Populism and the Future of Environmentalism."



WHO'S MANAGING YOUR FUTURE?

**An assessment of asset
managers' climate action**

WHO'S MANAGING YOUR FUTURE?

An assessment of asset managers' climate action

Authors and contributors:

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EXECUTIVE SUMMARY

This report, the third annual edition, takes a deep dive into the policies and practices of 30 big asset managers.

The aim of our research is to provide an assessment of how these firms manage climate risk - in particular, looking at **how they ensure they manage their assets for the long term and align with a 1.5°C target,¹ assessing whether their activities are aggravating the climate crisis and therefore other associated systemic risks.** For those asset managers claiming to have made net zero commitments, this must imply an immediate change in practice, ending support for fossil fuel expansion and sanctioning polluters who continue with activities that are incompatible with limiting global warming to 1.5°C.

The analysis grid for this report focuses on the primary ways in which asset managers have an impact on the climate: their investment

decisions in the bond market and how they act as shareholders. For the first time, **we publish data on investments these asset managers have made in bonds recently issued by fossil fuel developers.** This data sheds light on how when asset managers lend money to fossil fuel companies without any requirement to put an end to their expansion plans, **they are directly and actively contributing to fossil fuel expansion.** This report, based on independent research and a survey of the 30 asset managers, also reveals **how asset managers fail to sanction polluting companies for not acting on decarbonization.** This failure, due to poor policies, undermines the engagement activities of many of these asset managers' biggest clients: institutional investors. We therefore encourage these clients to use our results to question their links with asset managers and the influence they could have on them.

Asset owners must pick asset managers for the long term

The findings of this report must be a wake up call for asset owners, who are entrusting their money to large asset managers working against their interests. Many pension funds, insurance companies, and other asset owners, say that they intend to pick managers that act in line with their long-term interests, including action to mitigate climate change.² This is crucial because asset managers "not only allocate assets, but also conduct corporate engagements, cast proxy votes (notably on directors and climate resolutions), and have an important voice in the business community", as explained in the Net Zero Asset Owner Alliance's Future of Engagement paper.

Asset owners must reassess which asset managers they agree to work with and ensure their interests are aligned, as asset managers' short-term considerations often eclipse the long-term interests of their clients. **It's time for asset owners to demand robust default policies** that provide a strict framework for investment practices, including rules for companies involved in fossil fuel expansion, and to publish clear deadlines for shifting their business to fully-aligned asset managers.

We hope this report can be used as a tool to do so.

KEY FINDINGS

1 Asset managers are pouring cash into fossil fuel expansion via the bond market

- At the parent (or group) level, the 30 asset managers included in this report invested at least \$3.5 billion in 74 newly issued bond securities³ from companies actively engaged in fossil fuel expansion.
- The biggest recent bond issuances by fossil fuel developers that we were able to identify on Bloomberg were from Freeport Indonesia PT, China National Petroleum Corp (CNPC), BP, ConocoPhillips and Eni. We identified that 20 of the 30 asset managers are currently invested in at least one of them.

2 Fossil fuel bond holdings are a hidden carbon bomb

- The 30 asset managers analyzed held US\$597 bn in bonds and shares in the biggest fossil fuel developers⁴ as of January 2023. This is made up of 92% in equity holdings and 8% in bond holdings.⁵
- The bond holdings we report are likely to be heavily underestimated, mainly because of transparency rules.⁶ They nevertheless illustrate the strong presence of many big asset managers on the fossil fuel bond market and show how this is helping these companies to raise capital more easily.

Existing engagement activities will not decarbonize the economy 3

- **Of the 20 asset managers that have a coal sector policy** setting out their expectations and restrictions, only 10 restrict investments in companies based on their expansion plans. Of these, only 4 (AXA IM, DWS, M&G, Ostrum) define expansion plans as new projects for the entire coal value chain (mines, plants, infrastructure), while the others focus only on some parts of the value chain.
- **Among the 12 asset managers that have an oil & gas sector policy** setting out their expectations and restrictions, only one (Ostrum) has any measures in place to induce companies to stop their oil and gas expansion plans, although we assess these measures as weak.
- While 25 asset managers set out high level and basic climate-related expectations for portfolio companies, **only 7 go further and describe more precise and strategy-level expectations for fossil fuel companies. While 7 have clear and robust expectations for coal companies,**⁷ Ostrum is the only asset manager assessed that has published a clear expectation that companies should stop their oil and gas upstream expansion plans and states that this expectation can lead to defined sanctions.⁸ This means that **the majority of these 30 major asset managers do not currently sanction polluting companies for failing to take the right steps for the climate**, because they do not systematically apply sanctions to signal their redlines.

Poor policies mean poor results: the CA100+ example 4

- After five years of intensive dialogue by investors from the CA100+ initiative, **only 20% of the companies from the coal mining and oil and gas sectors that have been engaged have even set an ambition to achieve net zero emissions by 2050.** Only 14% of the companies have set a target for reducing their greenhouse gas (GHG) emissions by 2025 that covers at least 95% of Scope 1 and 2 emissions and the most relevant Scope 3 emissions. Even worse, only two of the companies are working to decarbonize their capital expenditures.



SCOPE AND ANALYSIS GRID

We surveyed 30 major asset managers, headquartered in Europe (25) and in the US (5) and among the biggest institutions worldwide in terms of assets under management.⁹ We analyzed their practices regarding climate change, focusing on the fossil fuel sector as the priority sector to tackle. Our analysis has a specific focus on fossil fuel expansion as putting an end to new fossil fuel projects is essential to avoid the worst effects of climate change and to remain on a 1.5°C pathway.¹⁰ We have evaluated the 30 asset managers based on a survey¹¹ that was sent to them in April 2023.

The analysis grid for this report narrows in on how asset managers have an impact

on real-world emissions reductions. This report looks at whether they are taking the most critical steps to deliver on their net zero commitments: **using their power in the bond markets**, especially during capital rounds, and **using their power as shareholders**, with all the tools at their disposal to set and communicate the right expectations to polluting companies. Together these embody the primary ways in which asset managers can credibly affect outcomes that reduce climate impacts on society and reduce the growing systemic risks posed by climate change.

The first part of this report (section 1.) analyzes **the bond holdings of these asset managers, with a focus on investments in**

bonds that have been recently issued by the world's biggest fossil fuel developers. The second part (section 2.) evaluates their **fossil fuel sector policies, with a focus on how**

they set the right expectations for portfolio companies, communicate them to companies and escalate action.

Key information on the 30 asset managers assessed in this report:

- They represent a total of **€37.5 trillion in assets under management** as of December 2022;
- Almost **40% of these assets are currently passively managed**;
- Each investor represents at least €200 billion in assets under management. 9 asset managers manage more than €1 trillion;
- This sample consists of **the 25 biggest asset managers headquartered in Europe and the 5 biggest asset managers headquartered in the US.**

1. ASSET MANAGERS POUR CASH INTO FOSSIL FUEL EXPANSION VIA THE BOND MARKET

Time is of the essence. The window of opportunity for a 1.5°C pathway is limited, and the next year and a half will be crucial, as global GHG emissions must peak by 2025. But despite repeated calls from climate scientists and international bodies to decrease fossil fuel production, current production trends are not headed in the right direction. In fact, **most of the companies within the industry still have expansion plans** and will not reduce their overall production levels. **96% of oil and gas companies are still exploring or developing new oil and gas fields** and **490 companies are still planning to expand the coal industry**.¹²

These companies' strategies will only make the climate crisis worse, as it has been clearly established by the Intergovernmental Panel on Climate Change (IPCC) when it indicates that putting an end to new fossil fuel projects is essential to avoid the worst effects of climate change.¹³ On the other hand, the International Energy Agency (IEA) states that it is possible to meet the world's energy needs and limit global warming to 1.5°C without them.¹⁴ Fossil fuel expansion is therefore a key driver of systemic climate risk. For financial institutions, this risk is not only a systemic financial risk to portfolios but an existential risk to their fundamental businesses.

a. Investments keep flowing to newly issued bonds

For fossil fuel expansion to stop and production to start decreasing, the financing behind it must stop. And as a significant proportion of this financing comes from bonds,¹⁵ asset managers' role in this financing is clear. Investors' support is crucial to companies,

making them a key lever in steering the world away from high-carbon activities. There are many powerful tools they can use to push the largest carbon emitters to change. Investors can use their power as shareholders, that include all the tools that are generally associated with engagement,¹⁶ but **they first and foremost should use their full power in the bond markets, especially considering the growing importance of bonds issuance as a source of financing for fossil fuel companies**.¹⁷ Furthermore, as the vast majority of the largest corporate emitters use the bond market, bonds are another way into companies that are inaccessible or difficult to reach via traditional shareholder mechanisms,¹⁸ as it the case for state-owned fossil fuel companies such as Saudi Aramco.¹⁹ Bonds are used both by listed and non-listed companies, which broadens the scope of companies that can be reached.

As bonds contribute to fossil fuel expansion, not using their bond market power to drive climate action would mean investors are responding to the climate emergency with one hand tied behind their backs.²⁰ Using such power starts with refusing to buy bonds from companies engaged in activities that are clearly incompatible with a 1.5°C pathway, such as those involved in fossil fuel expansion. Adopting redlines for bond purchases is key to influencing the largest corporate greenhouse gas emitters, as advocated by the Principles of Responsible Investments (PRI).²¹

We extracted the investments of the 30 asset managers at the parent (or group) level in a list of newly issued fossil fuel bonds (issued in the past 18 months). All the bonds we included in this research are issued by fossil fuel developers. We call 'fossil fuel developers'

in this report companies developing new coal projects or having oil & gas upstream expansion plans - see Methodology section (Appendix #1) for more details. While these bond investments are not necessarily all primary market financing (for which information is not available on the Bloomberg Terminal), **they are investments in newly-issued bonds and thus contribute to helping these companies raise capital.** Indeed, a company will more easily raise capital if its corporate bonds are easily traded on the

secondary markets.²² Furthermore, as most of the 30 asset managers analyzed have passive funds,²³ these investments in newly issued bonds are more likely to have been primary market investments made through these passive funds. Indeed, as evidenced by research by the Oxford Sustainable Finance Programme, passive funds not only hold fossil fuel assets, but directly finance them by buying large quantities of new bonds as they are issued by fossil fuel companies on the primary market.²⁴

New findings show which asset managers are still investing in the newly-issued bonds of the world's biggest fossil fuel developers

We conducted research on the Bloomberg Terminal to track down investments in bonds that were recently issued by a list of fossil fuel developers (see Methodology section (Appendix #1) for more details). As bond data is highly incomplete on the Terminal, our research is likely to be a stark underestimation of the flows going to newly issued bonds. It is important to note that the data featured below is at the investor parent level (e.g. holdings for DWS are reported under Deutsche Bank and could include holdings from other asset management subsidiaries of the group) as the Bloomberg API does not enable sufficient granularity at the manager and fund level. Nonetheless, it is a good indication and estimation of which asset managers are likely to be directly funding these companies.

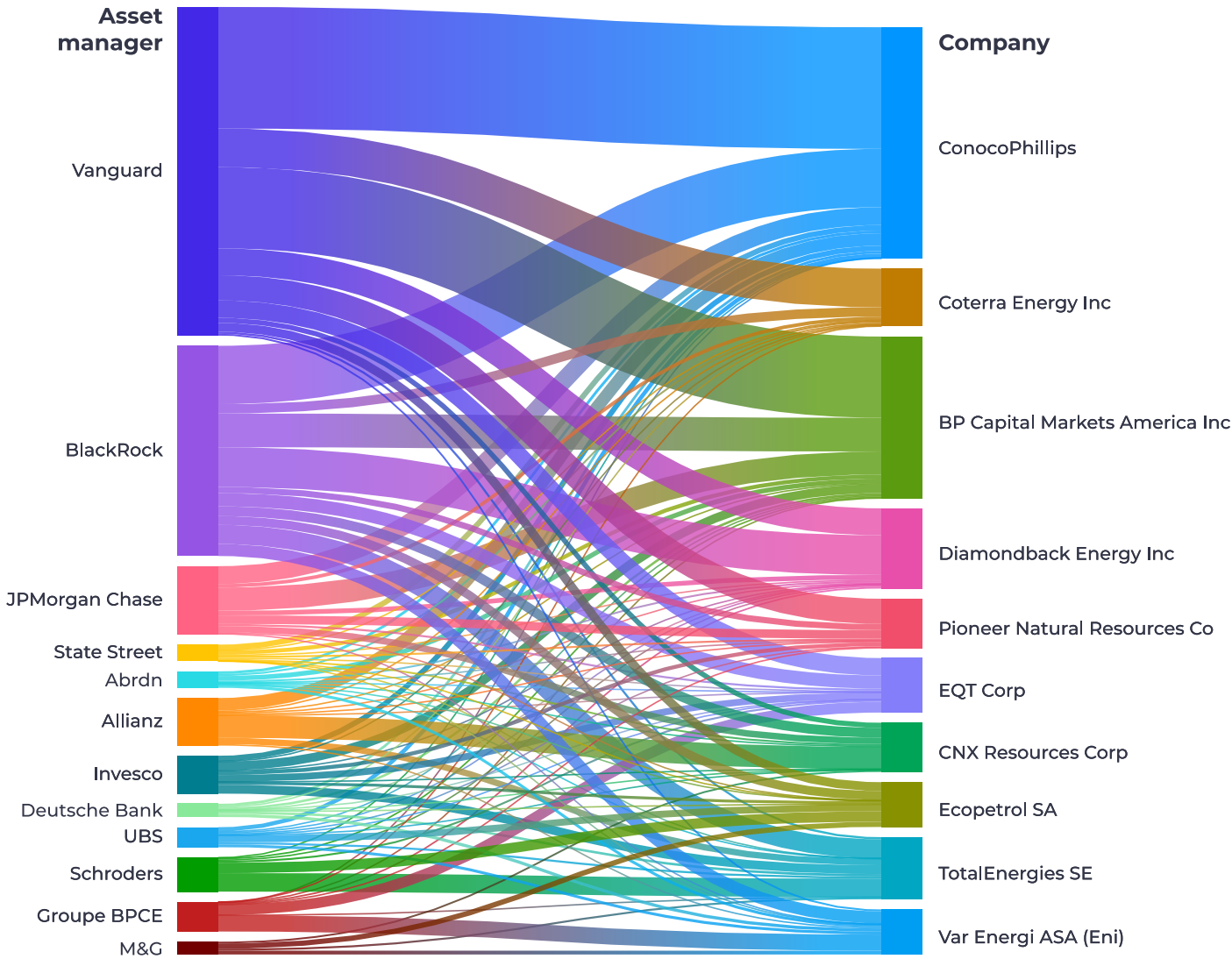
- The parent groups of the asset managers in this report invested at least **US\$3.5 billion in newly-issued bonds²⁵ (issued in the past 18 months) from 38 companies actively engaged in fossil fuel expansion.**
- Vanguard is the top investor in such bonds with US\$1.2 billion invested in 18 fossil fuel developers, followed by BlackRock with US\$851 million in 22 fossil fuel developers.²⁶
- BPCE Group (the parent group of Natixis IM and its affiliates Ostrum and Loomis) is the top European investor in such bonds with US\$122 million invested in bonds recently issued by 14 fossil fuel developers.²⁷ Whilst we do not have data at manager level for these recent bonds, as previous research²⁸ that 84% of BCPE's bond exposure to fossil fuel developers comes from its affiliate Loomis, it is likely that Loomis holds a significant share of the US\$122 million.
- The biggest recent bond issuances by fossil fuel developers that we were able to identify on Bloomberg were from Freeport Indonesia PT, China National Petroleum Corp (CNPC), BP, ConocoPhillips and Eni. We identified that 20 of the 30 asset managers are currently invested in at least one of them.

See more bonds data in Appendix #2.

As we show below in the policy analysis section, **these investments, which are essentially fresh cash for a company, are made without any conditions or strings attached.** This strongly questions the credibility and effectiveness of the “dialogue” that ESG engagement specialists at asset managers are leading with companies. The policy analysis section (see section 2.) reveals for example that while 10 of the 30 asset

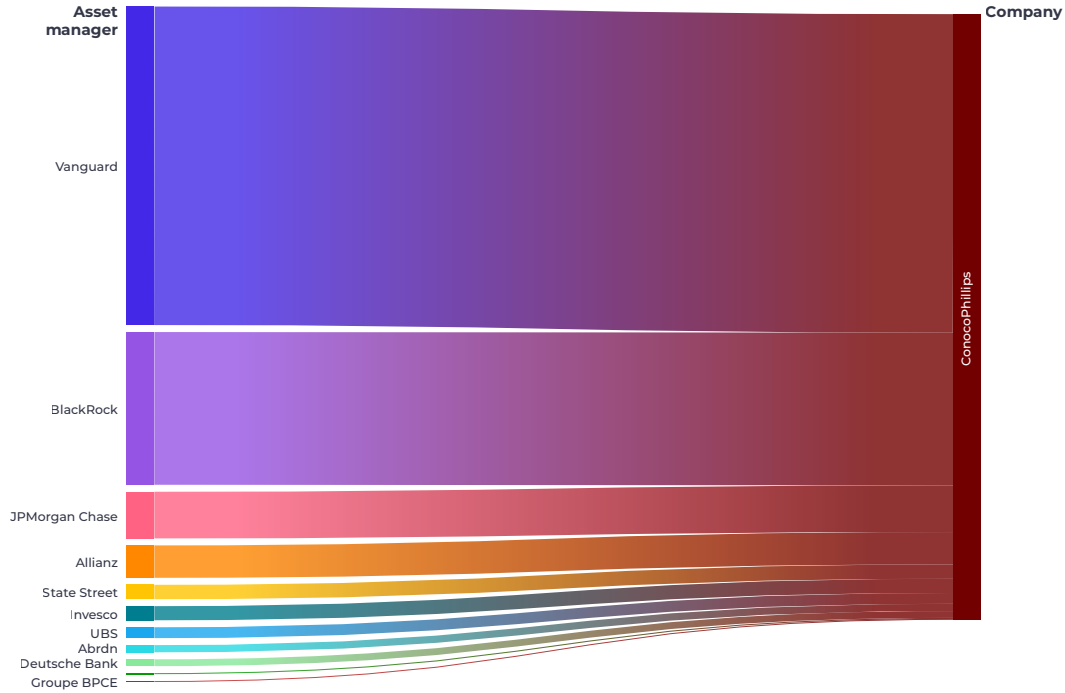
managers deny debt to coal developers, none are doing the same for the oil and gas sector. This means that **asset managers are leaving aside a powerful tool to push big polluters to change.** And beyond missing out on this powerful tool, it might mean that they are exposing their clients to stranded asset risks.²⁹ Indeed, studies show that the fixed income market does not yet fully incorporate climate risk in oil and gas debt pricing.³⁰

Investments flowing into newly issued bonds

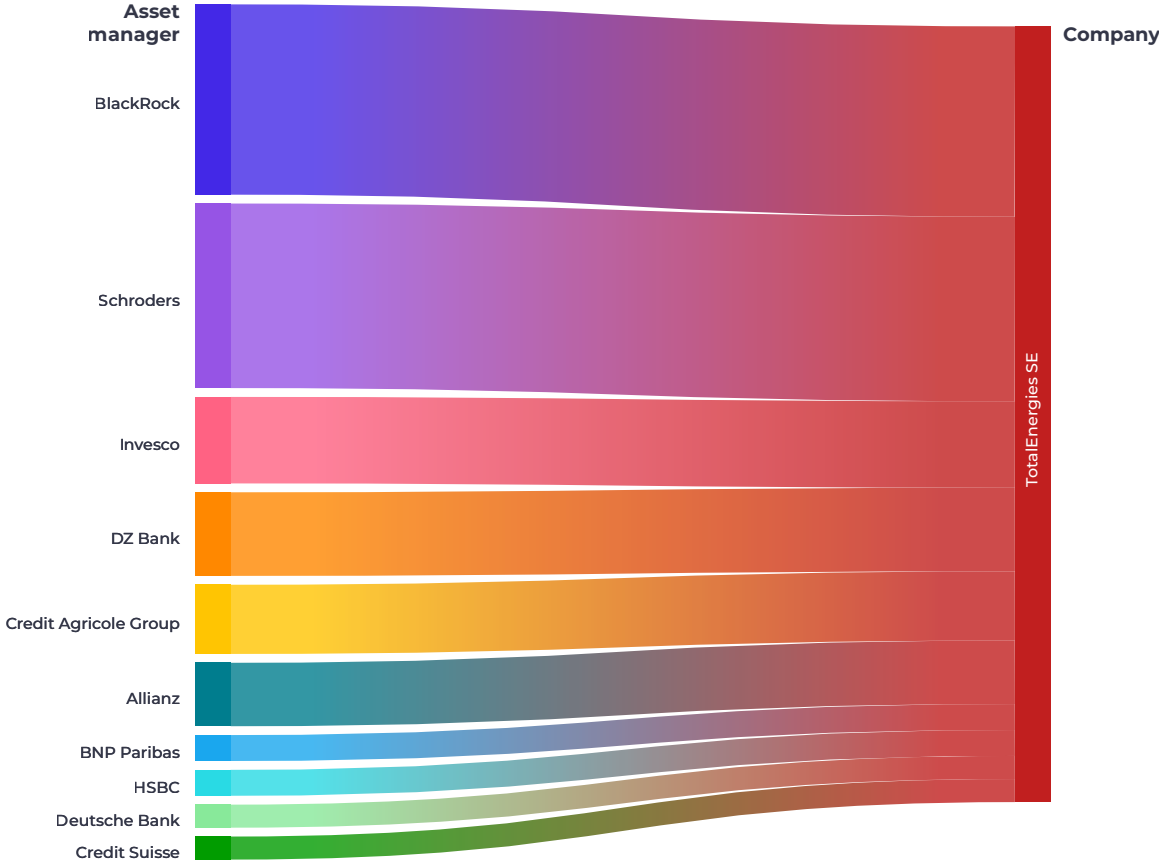


This chart represents the holdings of 12 investors in a selection of newly issued bonds (issued between 01.01.2022 and 19.05.2023) of 10 fossil fuel developers. The financial institutions featured on the left side of the diagram are the 12 investors with the overall biggest holdings in the newly issued bonds we identified on Bloomberg. The companies featured on the right side are the companies that issued the biggest bonds among those that we identified on Bloomberg.

Investments in the latest ConocoPhillips and TotalEnergies bonds

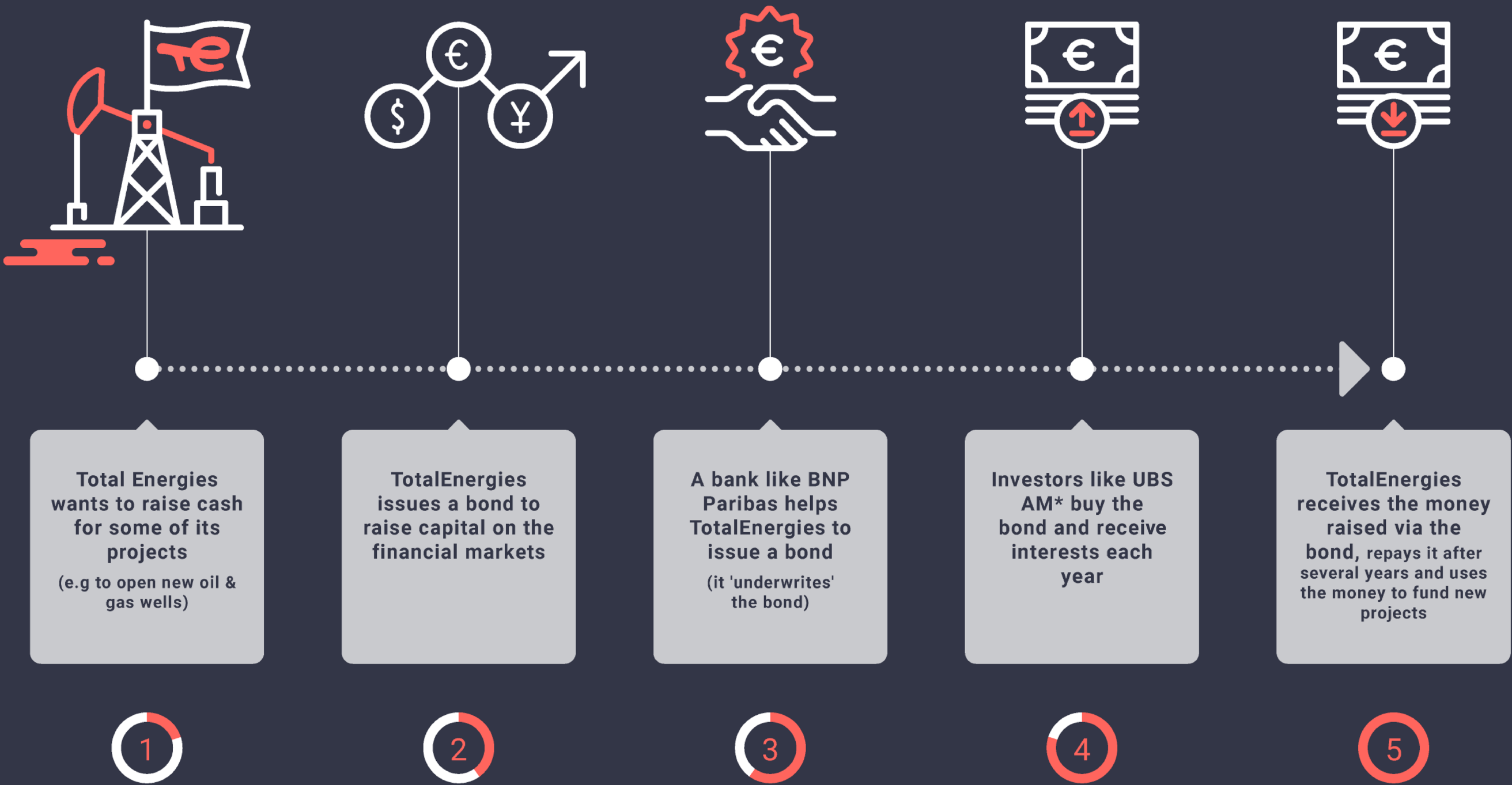


This chart represents the holdings of 11 asset managers in bonds issued recently by ConocoPhillips (between 01.01.2022 and 19.05.2023).



This chart represents the holdings of 10 asset managers in the latest bond issued by TotalEnergies (on 10.01.2022).

How are bonds linked to fossil fuel expansion?



*21 out of the 30 asset managers have holdings in the bond that TotalEnergies issued in January 2022

b. Fossil fuel bond holdings: a hidden carbon bomb?

Overall, the 30 asset managers analyzed held US\$597 billion in bonds and shares of the biggest fossil fuel developers³¹ as of January 2023. This is made up of 92% in equity holdings and 8% in bond holdings.³² BlackRock is the top bondholder of the biggest fossil fuel developers (US\$13.4 billion) and UBS AM is the top European bondholder (US\$1.6 billion), followed closely by Amundi (US\$1.2 billion).

While the bond holdings seem relatively small, as bonds are the main source of capital raising for fossil fuel companies,³³ these holdings are far from being incidental. Indeed, if a fossil fuel developer has popular bonds, it will actually be

easier for the company to raise capital. **There is a link between demand for a bond in the secondary market and the decision of an issuer to issue new bonds** (if the demand for a bond on secondary markets is high, the company is more likely to be able to issue new bonds).³⁴ Furthermore, **for passive funds, it has been shown that there is a direct link between portfolio holdings and their investments in newly issued bonds** - including in their primary market investments.³⁵ With passive funds, investments keep flowing in newly issued bonds because of the existing stocks. For carbon-intensive sectors, a study suggests that new bonds will increasingly be bought by passive funds as active investors avoid riskier carbon-intensive assets.³⁶ The study concludes that asset owners concerned about financing carbon lock-in should consider the interplay between portfolio holdings and portfolio flows.

Total holdings in fossil fuel developers,³⁷ as of January 2023

Asset manager	Bondholding (US\$ million)	Shareholding (US\$ million)	Total (US\$ million)
BlackRock	13 364	166 172	179 536
Vanguard	11 906	158 380	170 286
State Street Global Advisors	1 448	84 731	86 179
JP Morgan AM	2 705	23 073	25 778
Invesco Limited	1 308	16 357	17 665
Amundi Asset Management	1 241	14 296	15 537
LGIM	403	11 346	11 749
UBS AM	1 574	9 202	10 776
DWS	883	9 371	10 254
Schroders	972	7 812	8 784
Credit Suisse Asset Management	568	6 871	7 439
HSBC Asset Management	734	4 285	5 019
Fidelity International	1 027	3 661	4 687
Allianz (PIMCO)	3 926	585	4 511
Aviva Investors	964	3 501	4 465
Natixis IM ³⁸	984	6 328	7 312
M&G Investments	705	3 530	4 235
abrdn	713	3 317	4 031
Allianz (AGI)	1 064	2 825	3 889
Union Asset Management Holding AG	262	2 966	3 228
BNP Paribas Asset Management	287	2 679	2 962
Algemeen Burgerlijk Pensioenfonds (ABP)	142	2 507	2 649
Aegon Asset Management	1 219	727	1 946
Eurizon Capital	438	1 396	1 834
Ostrum Asset Management	4	1 774	1 778
AXA IM	296	716	1 012
Loomis Sayles	923	87	1 009
Nordea Investment Funds - AM	16	426	442
Generali Investments ³⁹	167	172	338
Insight Investment - BNY Mellon	84	63	147
Total ⁴⁰	49 399	547 291	596 691

CASE STUDY

How asset managers help Adani fund its expansion plans

The Indian conglomerate Adani is one of the world’s most problematic coal companies. It is involved in 12 GW of new coal power plants in India and in 8 coal mining expansion plans, making it one of the world’s biggest coal plant and coal mine developers. Adani’s unethical practices have been widely denounced as well as its coal expansion plans, that are destroying the land of indigenous communities in India or Australia. Severe controversies surround the Adani Group subsidiaries activities.⁴¹ Any financial support to the Adani Group is highly incompatible with a net zero commitment or any sustainability claim.

Our data reveals that support to Adani remains unquestioned:

- he 30 asset managers currently hold⁴² US\$2.5 billion in the Adani entities that have links with coal activities according to the Global Coal Exit List.⁴³
- The top investors are BlackRock, Vanguard and State Street Global Advisors which together hold US\$2 billion in Adani bonds and shares.
- Of the 13 asset managers for which voting data was available for 2022, 10 voted “for” the reelection of Rajesh S. Adani as Director of Adani Enterprises.⁴⁴ All but one approved the allocation of dividends.⁴⁵

Furthermore, the figures above are a stark underestimation of the investments that might be supporting Adani’s coal business. Many of the asset managers have holdings in Adani Green Energy (e.g. Amundi, BlackRock, UBS AM and M&G) or in other Adani entities that are not directly linked to the coal expansion plans of Adani. But allegations that the company is moving money between entities are not new, as reported in an investigation from 2019,⁴⁶ in a webinar held by Market Forces and Responsible Investor in 2021⁴⁷ and more recently the Hindenburg research.⁴⁸ Recent public filings also make clear that Adani is using stock from its Green companies as collateral in a credit facility that’s helping to finance the Carmichael coal mine in Australia, via Adani Enterprises Ltd.⁴⁹

Investments in the Adani Group are incompatible with the net zero commitments taken by the vast majority of the asset managers. And while many asset managers have excluded, via their coal policies, some Adani subsidiaries from their portfolios, most have not excluded all Adani entities.

This case should be a clear reminder to asset managers and their clients that **they must assess companies at the parent group level and question whether investing in a “green” subsidiary is not at risk of supporting the expansion plans of the company.**

2. EXISTING ENGAGEMENT ACTIVITIES WILL NOT DECARBONIZE THE ECONOMY

a. Weak policies fail to influence coal, oil and gas companies

We analyzed the fossil fuel sector policies of the 30 asset managers to understand whether their net zero pledges and targets were associated with specific and public actions – i.e. measures and indicators to ensure a decline of the most polluting activities. We specifically looked at their policies regarding companies developing new fossil fuel projects.

We find that even though 20 out of 30 asset managers now have coal policies⁵⁰ and 12 have oil & gas policies, **there are major loopholes and weaknesses that still allow most of the asset managers to provide financial services that are essential to the development of new coal, oil and gas projects.**

- Among the 20 asset managers that have a coal sector policy setting out their expectations and restrictions, only 10⁵¹ restrict investments in companies based on their expansion plans. Of these, only 4 (AXA IM, DWS, M&G, Ostrum) define expansion plans as new projects along the entire coal value chain (mines, plants, infrastructure). As such, this means the remaining 6 can still invest in companies with expansion plans in part of the coal sector. Of the 10 others that don't restrict investments in companies based on their expansion plans, most have adopted weak criteria.⁵²
- Among the 12 asset managers that have an oil & gas sector policy setting out their expectations and restrictions, only Ostrum has any measures in place to induce companies to stop their oil and gas expansion plans, measures that we nonetheless assess as weak. In its

assessment of oil and gas companies, LGIM indicates that restrictions on investing in new oil and gas fields is a criteria, but this criteria is not a red line that leads to sanctions. The 10 others do not publicly ask companies to stop their expansion plans or to adopt 2030 oil and gas production reduction targets, while these should be the short term priority commitments that oil and gas majors are pushed to make. Instead, they list more long term or vague expectations, ranging from adopting net zero targets, but rarely asking for short term targets, in absolute terms and including all emission scopes,⁵³ to improving climate-related disclosures.

- **The blindspot of passive funds:** at least 22 out of the 30 asset managers have passive funds, yet only one (Aviva Investors) applies their fossil fuel exclusion criteria to the majority of these funds (more than 50%).⁵⁴ If asset managers are planning to decrease the exposure of their passive funds to fossil fuel expansion through engagement activities, they will need to bring much more evidence that those activities are effective and have short term results and don't open the door to continued and long-term support for the most polluting companies. Especially as passive funds directly finance fossil fuel assets by buying large quantities of new bonds issued by fossil fuel companies,⁵⁵ the passive fund problem will only grow bigger.

The full assessment of the 30 asset managers' policies is downloadable in excel format [here](#).

These findings put a sharp focus on the fact that **the expectations laid out don't focus on the priority actions⁵⁶ that fossil fuel companies should be implementing** (see actions described below under 1) and 2)). As said above, **only 1 asset manager expects oil and gas companies to put an end to their supply expansion plans.** In contrast, 24 asset managers list more long term, vague or unambitious expectations.⁵⁷

Among these:

- 17 expect companies to align their climate disclosures on existing standards as the Task Force on Climate-Related Financial Disclosures (TCFD). Many present this as a key expectation of their engagement activities.
- 24 expect companies to adopt decarbonization targets and reduce emissions, but only Ostrum mentions the need to adopt targets in absolute terms, including in the short term and all emission scopes.

Disclosure-related expectations can help improve the quality and the quantity of the information published by engaged companies, but they are highly insufficient to ensure alignment of climate strategies



with science-based trajectories. The Net Zero Asset Owners Alliance (NZAOA) warns that *“focused and in-depth engagements on disclosure with each company in a market or portfolio can be an inefficient use of limited investor stewardship resources”*.⁵⁸ Investors should prioritize expectations related to greater climate action over expectations related to disclosure. As for expectations related to decarbonization targets, to have an impact they must be precise, **as vague expectations can be taken into account by companies but still go hand in hand with more absolute emissions and significant fossil fuel expansion plans.**

Engagement without clear expectations and escalations can't decarbonize the economy

For many asset managers, engaging with companies is the key strategy for meeting their net zero goals. **Our analysis of their engagement policies calls into question their ability to hit their climate targets,** mostly because these policies are extremely vague or focused on disclosure-related expectations only.

To conduct our analysis, we extracted from their public policies which expectations were laid out for fossil fuel companies. We then assessed the quality of these expectations and especially if certain priority expectations were present and clearly linked to a specific escalation process.

We focused specifically on two priority expectations that should be made to coal, oil and gas companies:

1) Companies should commit to cease their coal / oil & gas supply expansion plans;

2) Companies should adopt a credible and public coal phase-out plan aligned with a 1.5°C scenario / adopt 2030 oil and gas production reduction targets aligned with a 1.5°C scenario.

These milestones are required for the fossil fuel sector to be aligned with the objective of limiting global warming to 1.5°C. Indeed, according to the IPCC, UNEP and the IEA, several conditions must be met for the coal

and oil and gas sectors to be aligned with the objective of limiting global warming to 1.5°C.⁵⁹

Findings: what are the asset managers' expectations for portfolio fossil fuel companies?

Six of the asset managers in our sample did not report basic climate-related expectations.⁶⁰ 24 asset managers publicly describe high level and basic climate-related expectations for portfolio companies.⁶¹ Among these, **only 7 go further and describe precise and strategy-level expectations** (see table below for details). 7 asset managers (Amundi, Ostrum, AXA IM, BNP Paribas AM, M&G Investments, GIAM and DWS) expect portfolio coal companies to not have any coal expansion plans and to adopt a credible and public coal phase out plan.⁶² And just one asset manager, Ostrum, expects portfolio oil and gas companies to cease their oil and gas supply expansion plans.

Findings: is there an escalation process for companies with oil and gas expansion plans?

Ostrum is the only asset manager assessed that has published a clear expectation that companies should stop their oil and gas upstream expansion plans and states that this expectation can lead to defined sanctions. While this remains a weak escalation process because the sanctions are not applied in a systematic way,⁶³ the expectation is public and clear.

This means that **the majority of the biggest 30 asset managers present in Europe and in the US do not yet sanction polluting companies for failing to take the right steps, because they do not systematically apply sanctions to signal their redlines.** Engagement without time-bound, short term and systematic sanctions cannot push companies to move.⁶⁴

“Oil & gas companies have clearly said they are being encouraged down this short-term path by their largest fund managers.”

Adam Matthews,
Chief Responsible Investment Officer,
Church of England Pensions Board

What is each asset manager asking portfolio companies?

Asset manager	Public expectation that companies should have climate disclosures aligned with standards such as the TCFD	Public expectation that companies should adopt decarbonization targets and reduce emissions	Public expectation that coal companies should stop expanding and adopt a credible and public 1.5°C coal phase out plan	Public expectation that O&G companies should cease their O&G supply expansion plans and adopt 2030 O&G production reduction targets	Public commitment to apply pre-defined sanctions if the above expectations are not met
	Yes	Request for a short-term target, in absolute terms, including scope 3 emissions	Both expectations	Both expectations	Coal and oil and gas
	No	Less ambitious requests	One of them	One of them None	Coal only None
BlackRock					
Vanguard					
State Street Global Advisors					
JP Morgan AM					
Invesco Limited					
Amundi AM					
LGIM				partially ⁶⁷	
UBS AM					
DWS					
Schroders					
Credit Suisse AM					
HSBC AM					
Fidelity International					
Allianz (PIMCO)					
Natixis IM					
M&G Investments					
abrdn					
Allianz (AGI)					
Union Investment					
BNP Paribas AM					
ABP / APG AM					
Aegon AM			⁶⁵		
Eurizon Capital					
Ostrum AM				⁶⁷	
AXA IM					
Loomis Sayles					
Nordea Investment Funds - AM					
Generali Investments/GIAM					partially
Insight Investment - BNY Mellon					
Aviva Investors					

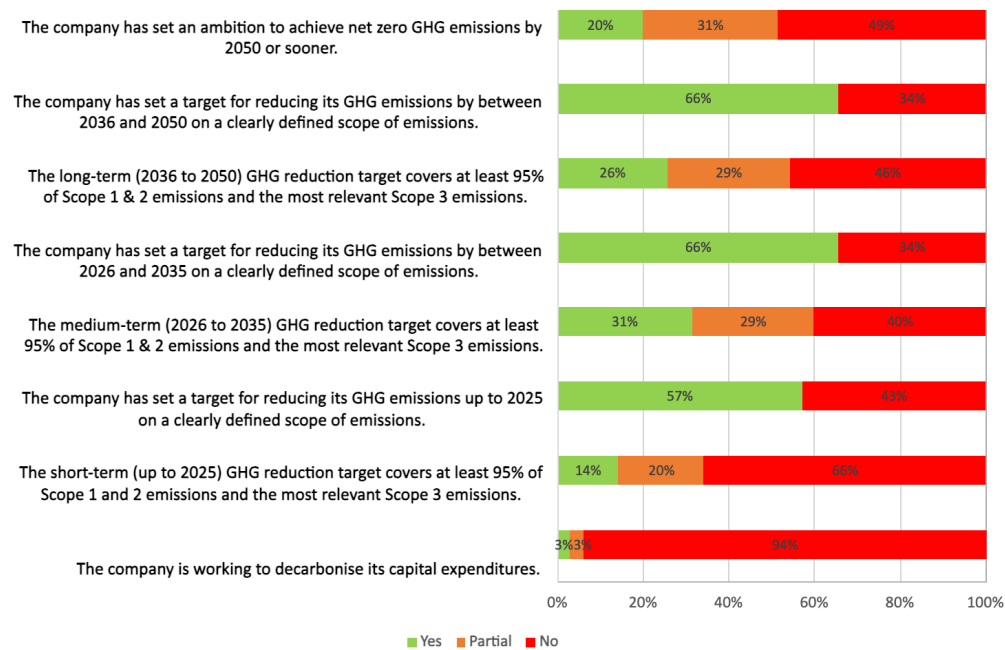
b. Poor policies mean poor results

As we showed above, asset managers’ policies overall still fail to disclose the right expectations for portfolio fossil fuel companies, let alone to link such expectations to a strong escalation process. This calls into question their ability to change corporate behavior.

28 of the 30 asset managers in this report are members of the ClimateAction 100+, an investor alliance with a combined \$68 trillion of assets. Launched in 2017, this shareholder group focuses on 166 companies that are critical to the net-zero emissions transition and “establishes a common high-level agenda for company engagement to achieve clear commitments”. Member investors are leading engagement on these focus companies.

To assess whether these collective efforts, often presented by the asset managers as crucial elements of their engagement strategies, are efficient, **we used CA100+’s own benchmark⁶⁸ to evaluate the 35 companies from the coal mining sector (2 companies) and from the oil and gas sector (33 companies)** that are among the initiative’s focus companies since 2017.

CA100+ focus companies from the coal mining and oil & gas sectors⁶⁹ that meet the criteria of the CA100+ framework



After five years of intensive dialogue by the CA100+ initiative, only 20% of the companies engaged have set an ambition to achieve net zero emissions by 2050. In the shorter term, **while 57% of the companies have set a target for reducing their GHG emissions up to 2025 on a clearly defined scope of emissions, only 14% have set such a target that covers at least 95% of Scope 1 and 2 emissions and the most relevant Scope 3 emissions.** Even worse, **only two of the companies are working to decarbonize their capital expenditures.**

If there is so little progress among the companies that are critical to the net-zero emissions transition according to investors themselves, **this strongly questions how engagement is currently being led by the individual members and if it can change corporate behavior.** As most of the biggest asset managers do not have robust sector policies that lay out the right expectations, clear escalation strategies and publicly stated systemic sanctions, it is still extremely unclear what is actually being communicated to companies and how. Analysis of their voting even shows that CA100+ members rarely flex their muscles to pressure the worst polluters.⁷⁰

A call to asset owners

As the United Nations and the Intergovernmental Panel on Climate Change (IPCC) have warned, delayed action on climate increases the chances of a disorderly climate transition and decreases our chances of remaining on a 1.5°C aligned pathway.

Despite these warnings, **most asset managers are not serving their clients’ long-term interests when exercising their stewardship and voting or when deciding to buy new bonds.** For asset owners that are willing to invest their assets for the medium and long term, this misalignment with their asset managers should be one of their biggest worries. It is crucial they engage these very strategic partners to ensure they understand the extent of their climate related concerns. Asset owners hold power when they renew their mandates and they must use it.

“Recently, we have noticed a growing misalignment between long term interests of pension savers and asset managers’ actions, which is noticeable in the recent voting patterns” Maria Nazarova-Doyle, head of responsible investments and stewardship at Scottish Widows.

Focus on asset owner engagement activities: why they need to target asset managers as well as companies

Many institutional investors, that we will call here asset owners, engage companies that they co-own to encourage them to address risks. On specific issues such as mine tailings dam safety, or board diversity, investors often achieve impact. They can also achieve impact by collectively exercising pressure and being public about escalating engagement. As an example, the Votes Against Slavery coalition of 122 asset owners and asset managers, coordinated by Rathbones, successfully engaged 39 of its 44 target companies on forced labor and similar abuses in their supply chains. They achieved this by threatening to escalate through AGM voting. This case, winner of the PRI’s 2022 stewardship award shows what is possible with strategic,

escalating engagement by asset owners and managers acting together.

But **asset owners have made much less impact on climate change, a systemic issue that will affect all companies’ futures, and investors’ overall portfolios.** A case study is Climate Action 100+ (CA100+). The recent CA100+ Progress Report records (p.13) that: *“despite continued progress on some disclosure indicators, real world activities do not yet demonstrate any meaningful shifts in business models to align with the Paris Agreement”*. As we show in section 2.b., the progress made by companies engaged is still a long way off. As described in a 2021 review by Bloomberg Energy Finance, it seems that most of the 166 companies targeted by investors via the CA100+ initiative satisfied investors via managing *“pressure with a mixture of greenwash and strategic thinking”*.

So why is engagement failing here? An analysis in the Net Zero Asset Owner Alliance (NZAOA) paper ‘The Future of Engagement’ points out that *“while corporate engagement plays a valuable role in addressing acute ESG issues in investor portfolios, it is limited in its ability to address systemic problems like climate change when conducted in isolation from other engagement approaches”*.

They set out limits to engagement⁷¹ and conclude that **asset owners committed to real-world decarbonization should complement their corporate engagement programs with engagement across sectors and value chains, as well as on public policy and with asset managers.**

Several senior asset owners have made similar points after seeing how asset managers voted at company Annual General Meetings in 2023. As an example, Adam Matthews, Chief Responsible Investment Officer, Church of England Pensions Board (and board member of IIGCC) said that *“oil and gas companies chasing short-term profit maximisation has caused a fundamental break with the long-term interests of pension funds... oil & gas companies have clearly said they are being encouraged down this short-term path by their largest fund managers.”*

3. ASSET MANAGER EVALUATION TABLE⁷²

	Sets credible public expectations for fossil fuel companies? ¹	Denies debt to coal developers?	Denies debt to O&G developers?	Has a robust escalation process for O&G developers?	Total exposure to the biggest fossil fuel developers (shares & bonds) ²	Number of newly issued fossil fuel bonds invested in (#) ³
Abrdn	✗*	✗	✗	✗	\$4 bn	29
Aegon AM	✗*	✗ ⁴	✗	✗	\$1.9 bn	10
Allianz GI	✗*	✗	✗	✗	\$3.9 bn	32 (Allianz Group level)
Amundi	~**	✓	✗	✗	\$15.5 bn	9
APG AM	✗*	✓	✗	✗	\$2.6 bn ⁵	Data not available
Aviva Investors	✗*	✗	✗	✗	\$4.5 bn	Data not available
AXA IM	~**	✓	✗	✗	\$1 bn	10
BlackRock	✗*	✗	✗	✗	\$179.5 bn	48
BNP Paribas AM	~**	✓	✗	✗	\$3 bn	13
Credit Suisse AM	✗*	✗	✗	✗	\$7.4 bn	25
DWS	✗*	✓	✗	✗	\$10.3 bn	24
Eurizon	✗*	✗	✗	✗	\$1.8 bn	10
Fidelity International	✗*	✗	✗	✗	\$4.7 bn	Data not available
GIAM	✗*	✓	✗	✗	\$0.3 bn ⁶	7
HSBC AM	~**	✓	✗	✗	\$5 bn	8
Insight Investment	✗*	✗	✗	✗	\$0.1 bn	20
Invesco	✗*	✗	✗	✗	\$17.7 bn	37
JP Morgan AM	✗*	✗	✗	✗	\$25.8 bn	35
LGIM	~**	✗	✗	✗	\$11.7 bn	5
Loomis	✗*	✗	✗	✗	\$1 bn	22 (BPCE Group level)
M&G Investments	~**	✓	✗	✗	\$4.2 bn	6
Natixis IM	✗*	✗	✗	✗	\$7.3 bn	22
Nordea AM	✗*	✗	✗	✗	\$0.4 bn	3
Ostrum	~****	✓	✗	✗	\$1.8 bn	22 (BPCE Group level)
PIMCO	✗*	✗	✗	✗	\$4.5 bn	32 (Allianz Group level)
Schroders	✗*	✗	✗	✗	\$8.8 bn	11
SSGA	✗*	✗	✗	✗	\$86.2 bn	31
UBS AM	✗*	✗	✗	✗	\$10.8 bn	26
Union Investment	~**	✓	✗	✗	\$3.2 bn	5
Vanguard	✗*	✗	✗	✗	\$170.3 bn	38

¹ The details of the expectations published by the asset managers are available in the full assessment of asset managers' policies and is downloadable below.

² Data as of most recent filing date, January 2023. See Methodology section for more details (Appendix #1).

³ See Methodology section for more details (Appendix #1) and Appendix #2 for details on the data. Data is at the investor parent level and not at the asset manager level. The number given in the table is the number of securities (i.e. tranches of bonds). It is important to note that we did not find any holdings on the Bloomberg Terminal for 6 parent groups out of the 30 asset managers - this could be because of data availability or of no exposure.

⁴ Aegon AM has different coal exclusions for different scope of its assets under management, making it impossible to properly analyse them at the group level.

⁵ These figures are at the ABP level, as data for APG AM is not available publicly.

⁶ These figures are at the Generali Investments level.

* vague and/or long term expectations.

** for the coal sector but vague and/or long term expectations for the oil & gas sector.

*** for the coal sector and the oil and gas sector (although very weak).

**** for the coal sector and the oil & gas sector (although weak for the oil and gas sector).

4. OUR RECOMMENDATIONS TO ASSET MANAGERS

We describe below some of the key actions that are needed to close the gap between asset managers' net zero commitments and how they are currently managing their business. These priority actions must be taken in addition to any portfolio decarbonization targets.

1. Stop supporting coal

- Immediately drop all forms of direct support for companies developing new coal projects. This should especially include halting new bond purchases on the primary and secondary markets.
- Beyond the requirement to stop expansion, set the expectation that all coal companies in the portfolios have facility-by-facility closure plans by 2030 in the OECD and European countries, and by 2040 worldwide. Immediately commit to exclude all portfolio companies that would not have such plans by 2025 at the latest.

2. Withdraw support from companies expanding oil and gas production

- Adopt investment restrictions on a growing number of oil and gas companies, with a focus on halting new upstream and midstream oil and gas projects, as well as initiating a controlled decline in oil and gas production aligned with a 1.5°C scenario. This implies halting new bond purchases of oil and gas developers.
- Engage with portfolio companies to clearly communicate that they must cancel any plans to develop new oil and gas upstream and midstream projects by a predefined time frame and adopt 2030 oil and gas production reduction targets

aligned with a 1.5°C scenario. Implement a progressive and time-bound escalation strategy that describes the sanctions implemented in case the expectations are not met. Immediately commit to exclude all portfolio companies that are still involved in new upstream and midstream oil and gas projects by 2025 at the latest.

3. Adopt robust engagement policies

- Adopt meaningful policies for engagement with investees and clients. Robust engagement approaches include clearly defined public demands, a time-bound escalation strategy ending with meaningful financial sanctions, and, in the case of equity investors, transparent criteria for shareholder votes, and disclosure on voting records. Escalate engagement with companies pursuing or facilitating fossil fuel expansion by voting against their directors. Vote in favor of all pro-climate shareholder resolutions, particularly those which constrain companies' involvement in new fossil fuel projects.
- Report at least annually on the concrete results (or lack thereof) of any engagement strategies. Reporting and assessment of progress will push engagement policies to improve and get more efficient. Using vague claims of "engagement" should be considered as greenwashing.

“Net zero asset owners should “engage with asset managers to ensure they understand the extent of [climate related] concerns.”

*Net Zero Asset Owner Alliance,
“Advancing Delivery on
Decarbonisation Targets”*

APPENDIX #1 METHODOLOGY

1. Financial research

Where does the financial data on asset managers' exposure come from?

a. Newly issued bonds data⁷³

This report features data on the exposure of the 30 asset managers, at their parent group level, to newly issued bonds of fossil fuel developers. The list of fossil fuel developers was extracted from the Global Coal Exit List (GCEL) and Global Oil and Gas Exit List (GOGEL) and comprises a list of 590 parent companies that are either coal developers or in the top 100 of upstream oil and gas developers. Bloomberg equity tickers were taken at both the parent and subsidiary level, provided that the company is a fossil fuel developer according to the above definition AND that the company has a ticker identified by Urgewald. Bond issuances that occurred

between 01/01/2022 and 19/05/2023 were identified on Bloomberg for 94 companies. All bonds marked as «green instruments» in Bloomberg were removed from the analysis.

The number of bond issuances identified is only indicative and is underestimated because a company's bond was only considered if that company has a direct equity ticker in the coal and O&G databases (e.g. newly created SPVs are outside the scope of this analysis). Furthermore, as bond holdings data is incomplete on the Terminal, our research is a stark underestimation of the flows going to newly issued bonds. It is important to note that the data featured in the report is at the investor parent level (e.g. holdings for DWS are reported under Deutsche Bank and could include holdings from other asset management subsidiaries of the group) as the Bloomberg Terminal does not provide accurate identification of the investor at the asset management level.

b. Overall exposure data (share and bond holdings)

This report features the exposure of the 30 asset managers to fossil fuel expansion. The list of fossil fuel developers was extracted from the Global Coal Exit List (GCEL) and Global Oil and Gas Exit List (GOGEL) and comprises a list of 590 parent companies that are either coal developers or in the top 100 of upstream oil and gas developers.

Coal

Our research is based on the Investing in Climate Chaos research,⁷⁴ which includes data on the institutional investors which hold bonds and shares in selected fossil fuel companies. For this report, the research comprises of:

- The selected companies that are flagged in the GCEL as developing new coal projects.
- The asset manager level data, which means that this is a subset of the institutional investors holdings featured in the Investing in Climate Chaos research. For example, data is displayed here at the level of Allianz Global Investors and

PIMCO, versus at the Allianz Group level. The names of the asset management entities that we attached to each asset manager were based on information available in Refinitiv/Bloomberg and sent to each asset manager by email asking for verification. These names were then used to calculate the exposure of the group to GCEL and GOGEL developers.

The data comprises both bond and share holdings, as of January 2023, and was extracted by research institute Profundo.

Oil and gas

Our research is based on the Investing in Climate Chaos research,⁷⁵ which includes data on the institutional investors which hold bonds and shares in selected fossil fuel companies. For this report, the research comprises of:

- The selected companies that are flagged in the GOGEL as having new upstream oil and gas expansion plans (top 100 companies in terms of resources under development and extraction, as measured by mmboe). The research then includes the exposure of the 30 asset managers to these companies.



- The asset manager level data, which means that this is a subset of the institutional investors holdings featured in the Investing in Climate Chaos research.

The data comprises both bond and share holdings, as of January 2023, and was extracted by research institute Profundo.

2. Policy analysis section

How have we chosen participants?

Asset managers were selected based on the size of their assets under management (AUM) and their geographical zone (Europe) with adjustment to include five big US asset managers that are present in the European market.

This sample consists of:

- The 25 biggest asset managers headquartered in Europe: Natixis IM, Ostrum, Loomis Sayles, AXA IM, Amundi, BNP Paribas AM, LGIM, Generali Insurance Asset Management (GIAM), Nordea AM, M&G Investments, Union Investment, Aviva Investors, Eurizon, UBS AM, Fidelity International, Aegon AM, Allianz Group - AGI, APG AM, Schroders, Abrdn, Deutsche Bank - DWS, HSBC AM, Allianz Group - PIMCO, BNY Mellon - Insight, Credit Suisse AM;
- 5 asset managers headquartered in the US: BlackRock, State Street Global Advisors, JP Morgan AM, Invesco, Vanguard.

How have we collected the information?

A questionnaire was pre-filled and sent to 30 asset managers. We received an answer from 24 of them.⁷⁶ The assessment is based only on publicly available information - policies published after April 2023 were not taken into account. All asset managers were subsequently provided with the opportunity to review the assessment and respond. Information was collected between April and May 2023.

Where to find detailed ratings of asset managers' fossil fuel policies?

The full assessment of asset managers' policies is downloadable [here](#).

Reclaim Finance, in coordination with dozens of NGOs, tracks, assesses and compares fossil fuel policies adopted by financial institutions worldwide. Visit the Coal Policy Tool and the Oil and Gas Policy Tracker.

How have we evaluated participants?

The questionnaire is based on two categories: the coal policy section and the oil and gas policy section. These sections are focused on public sectoral policies and take into account any public policy that details the expectations and restrictions applied to portfolio companies (e.g. the engagement policy of the asset manager will be considered if it details the set of expectations and related escalation process for energy companies). Policies that do not cover the majority of the asset manager's AuM will not be considered. These sections focus specifically on key asks that should be made to coal, oil and gas companies for the fossil fuel sector to be aligned with the objective of limiting global warming to 1.5°C. According to the IPCC, UNEP and the IEA, several conditions must be met for the coal and oil and gas sectors to be aligned with the objective of limiting global warming to 1.5°C. Please refer to our Asset Manager Recommendations for more details and sources (<https://reclaimfinance.org/site/en/recommendations/>).

“One of the most impactful ways for asset owners to enact policy advocacy is to engage with their most important strategic partners – their asset managers. In fact, asset owners with net-zero commitments will find that meeting their commitment will become increasingly challenging without such engagement.”

**Net Zero Asset Owner Alliance,
“Aligning Climate Policy Engagement
with Net-Zero Commitments”**

APPENDIX #2

FINANCIAL RESEARCH DETAILS

Asset manager holdings in newly issued bonds by fossil fuel developers⁷⁷

Investor / asset manager	Issuers of newly issued bonds that have been bought by the investor (based on information from the Bloomberg platform)
Vanguard	ConocoPhillips, BP Capital Markets America Inc, Coterra Energy Inc, Diamondback Energy Inc, Pioneer Natural Resources Co, EQT Corp, Range Resources Corp, Ecopetrol SA, CNX Resources Corp, TotalEnergies SE, Var Energi ASA, Freeport Indonesia PT, Transnet SOC Ltd, POSCO, Bayport Polymers LLC, Sumitomo Corp, Mitsui & Co Ltd, JERA Co Inc.
BlackRock	ConocoPhillips, Diamondback Energy Inc, BP Capital Markets America Inc, TotalEnergies SE, EQT Corp, Var Energi ASA, CNX Resources Corp, Coterra Energy Inc, Ecopetrol SA, Freeport Indonesia PT, POSCO, Pioneer Natural Resources Co, Glencore Funding LLC, Matador Resources Co, Bayport Polymers LLC, Range Resources Corp, JERA Co Inc, Korea Hydro & Nuclear Power Co Ltd, Peabody Energy Corp, Sasol Financing USA LLC, Sumitomo Corp.
JPMorgan Chase	BP Capital Markets America Inc, ConocoPhillips, Pioneer Natural Resources Co, CNX Resources Corp, Range Resources Corp, Diamondback Energy Inc, Coterra Energy Inc, Korea Midland Power Co Ltd, Bayport Polymers LLC, EQT Corp, Var Energi ASA, Ecopetrol SA, Freeport Indonesia PT, POSCO, Transnet SOC Ltd, Glencore Funding LLC
Allianz	CNX Resources Corp, ConocoPhillips, TotalEnergies SE, Freeport Indonesia PT, Range Resources Corp, Coterra Energy Inc, Pioneer Natural Resources Co, Var Energi ASA, Matador Resources Co, Diamondback Energy Inc, Bayport Polymers LLC, BP Capital Markets America Inc, EQT Corp, Korea Hydro & Nuclear Power Co Ltd, POSCO
Invesco	TotalEnergies SE, BP Capital Markets America Inc, EQT Corp, ConocoPhillips, Freeport Indonesia PT, Pioneer Natural Resources Co, POSCO, Ecopetrol SA, REC Ltd, Power Finance Corp Ltd, Diamondback Energy Inc, Coterra Energy Inc, Sasol Financing USA LLC, NTPC Ltd, Bayport Polymers LLC, CNX Resources Corp, Range Resources Corp, Huaibei Mining Holdings Co Ltd
Groupe BPCE	Var Energi ASA, EQT Corp, Freeport Indonesia PT, POSCO, Diamondback Energy Inc, Range Resources Corp, Bayport Polymers LLC, Coterra Energy Inc, ConocoPhillips, TotalEnergies SE, Pioneer Natural Resources Co, BP Capital Markets America Inc, Glencore Funding LLC, Matador Resources Co
Schroders	TotalEnergies SE, Ecopetrol SA, EQT Corp, BP Capital Markets America Inc, Diamondback Energy Inc, ConocoPhillips
UBS	Ecopetrol SA, ConocoPhillips, Var Energi ASA, TotalEnergies SE, Pioneer Natural Resources Co, State Power Investment Corp Ltd, Diamondback Energy Inc, BP Capital Markets America Inc, EQT Corp, Huaibei Mining Holdings Co Ltd, CNX Resources Corp, Freeport Indonesia PT, Range Resources Corp
State Street	ConocoPhillips, BP Capital Markets America Inc, Pioneer Natural Resources Co, CNX Resources Corp, Matador Resources Co, EQT Corp, Range Resources Corp, Diamondback Energy Inc, Sasol Financing USA LLC, Coterra Energy Inc, Freeport Indonesia PT, TotalEnergies SE, Korea Midland Power Co Ltd, Var Energi ASA, Ecopetrol SA
Abrdn	BP Capital Markets America Inc, Var Energi ASA, ConocoPhillips, Bayport Polymers LLC, Coterra Energy Inc, Diamondback Energy Inc, CNX Resources Corp, China National Petroleum Corp, Ecopetrol SA, TotalEnergies SE, Pioneer Natural Resources Co, Mitsui & Co Ltd, Sumitomo Corp, JERA Co Inc, EQT Corp
Deutsche Bank	Var Energi ASA, ConocoPhillips, TotalEnergies SE, BP Capital Markets America Inc, Coterra Energy Inc, Sasol Financing USA LLC, Matador Resources Co, Range Resources Corp, CNX Resources Corp, Ecopetrol SA, Transnet SOC Ltd, EQT Corp, Diamondback Energy Inc
M&G	Ecopetrol SA, Var Energi ASA, TotalEnergies SE, CNX Resources Corp
DZ Bank	TotalEnergies SE, BP Capital Markets America Inc, Ecopetrol SA, Sasol Financing USA LLC
Credit Suisse	TotalEnergies SE, BP Capital Markets America Inc, ConocoPhillips, Var Energi ASA, Ecopetrol SA, Diamondback Energy Inc, EQT Corp, Coterra Energy Inc, Sumitomo Corp, Sasol Financing USA LLC, Mitsui & Co Ltd, Pioneer Natural Resources Co, Bayport Polymers LLC
Credit Agricole Group	TotalEnergies SE, Ecopetrol SA, Freeport Indonesia PT, ConocoPhillips, Diamondback Energy Inc, Pioneer Natural Resources Co, BP Capital Markets America Inc
Axa	Var Energi ASA, TotalEnergies SE, China Huadian Corp Ltd, ConocoPhillips, Diamondback Energy Inc, BP Capital Markets America Inc, Freeport Indonesia PT
Aegon	Essence Securities Co Ltd, ConocoPhillips, Freeport Indonesia PT, CNX Resources Corp, Diamondback Energy Inc, Var Energi ASA
BNP Paribas	TotalEnergies SE, Power Finance Corp Ltd, Hindustan Petroleum Corp Ltd, REC Ltd, Var Energi ASA, YPF SA, YPF Energia Electrica SA
Bank of New York Mellon	BP Capital Markets America Inc, ConocoPhillips, Var Energi ASA, EQT Corp, CNX Resources Corp, Range Resources Corp, Bayport Polymers LLC, TotalEnergies SE, Coterra Energy Inc, Diamondback Energy Inc, Pioneer Natural Resources Co
HSBC	TotalEnergies SE, BP Capital Markets America Inc, ConocoPhillips, Ecopetrol SA, Diamondback Energy Inc, Coterra Energy Inc
Assicurazioni Generali	Coterra Energy Inc, EQT Corp, BP Capital Markets America Inc, Ecopetrol SA, TotalEnergies SE
Nordea	Diamondback Energy Inc, Coterra Energy Inc, Ecopetrol SA
Intesa Sanpaolo	TotalEnergies SE, Diamondback Energy Inc, Sasol Financing USA LLC, Ecopetrol SA, Var Energi ASA, Matador Resources Co, CNX Resources Corp
Legal & General	Ecopetrol SA, CNX Resources Corp, Diamondback Energy Inc, TotalEnergies SE, ConocoPhillips Co

References

- 25 of the 30 asset managers currently have net zero pledges via their membership to the Net Zero Asset Manager Initiative (NZAM) and are “committed to supporting the goal of net zero greenhouse gas emissions by 2050 or sooner, in line with global efforts to limit warming to 1.5 degrees Celsius; and to supporting investing aligned with net zero emissions by 2050 or sooner.
- See NZAOA’s [Future of Engagement](#) paper.
- Bonds issued between 01/01/2022 and 19/05/2023. Holdings as of most recent filing data, May 19th 2023.
- Data is at asset manager level. The list of fossil fuel developers was extracted from the Global Coal Exit List (GCEL) and Global Oil and Gas Exit List (GOGEL): a list of 590 parent companies that are either coal developers or in the top 100 of upstream oil and gas developers.
- It is important to note that bond holdings data is highly incomplete on the Bloomberg Terminal because of disclosure rules. Thus, our research is a stark underestimation of bond holdings.
- Bond holder data generally represents less than 50% of the total outstanding bond issuance. The Bloomberg help desk explained that they ingest portfolio holdings data either through direct data feeds from fund houses or publicly available sources. The considerable amount of missing data arises from fund houses being unwilling to share their portfolio holdings or due to private mandates.
- By robust expectations we mean expecting portfolio coal companies to not have any coal expansion plans and to adopt a credible and public coal phase out plan.
- Although these sanctions are not applied in a systematic way.
- Refer to the methodology section for more details.
- The IPCC indicates that putting an end to new fossil fuel projects is essential to avoid the worst effects of climate change. The International Energy Agency (IEA) states that it is possible to meet the world’s energy needs and limit global warming to 1.5°C without them.
- The complete assessment of asset managers’ policies based on the questionnaire is downloadable below. All asset managers were given a few weeks to provide input on this assessment.
- Source: Global Coal Exit List (GCEL) and [Global Oil and Gas Exit List \(GOGEL\)](#).
- <https://www.iisd.org/articles/press-release/new-analysis-what-ipcc-energy-pathways-tell-us-about-paris-aligned-policies>
- Building on these conclusions, the United Nations now qualifies as greenwashing any climate pledges made by financial institutions that are yet to put an end to their support for fossil fuel expansion.
- [Fossil fuel fundraising across asset classes](#). Source: Cojoianu et al. (2022) and Cojoianu, T.F. et al, (2021). *Regional Studies*. The city never sleeps: but when will investment banks wake up to the climate crisis?
- Such as filing resolutions and voting at shareholders’ meetings
- [Fossil fuel fundraising across asset classes](#). Source: Cojoianu et al. (2022) and Cojoianu, T.F. et al, (2021). *Regional Studies*. The city never sleeps: but when will investment banks wake up to the climate crisis?
- Out of the largest 100 emitters – responsible for almost 75% of global greenhouse gas emissions – only 30 are listed on equity (stock) markets, but all are dependent on bond markets for their financing.
- Other examples include Gazprom, Abu Dhabi National Oil Co, PEMEX.
- <https://reclaimfinance.org/site/en/2020/12/03/will-investors-use-their-bond-power/>
- <https://www.responsible-investor.com/pri-asks-its-bondholder-signatories-to-get-behind-ca100-engagement/>
- Anticipated liquidity of a corporate bond can significantly lower the cost of capital for the issuer of the bond. See Goldstein, M.A.; Hotchkiss, E.S.; Pedersen, D.J. Secondary Market Liquidity and Primary Market Pricing of Corporate Bonds. J. Risk Financial Manag. 2019, 12, 86. <https://doi.org/10.3390/jrfm12020086>
- 23 of the 30 asset managers have passively managed assets. Vanguard, SSGA and BlackRock are by far the biggest passive managers, with each more than US\$ 2.5 trillion passively managed.
- <https://www.smithschool.ox.ac.uk/news/exchange-traded-funds-are-directly-financing-fossil-fuel-companies-large-scale>
- Bonds issued between 01/01/2022 and 19/05/2023. Holdings were extracted as of most recent filing data, May 19th 2023. It is important to note that holdings were available only for 24 parent groups, thus our research is a stark underestimation of investments into newly issued bonds.
- Holdings as of most recent filing data, May 19th 2023.
- Holdings as of most recent filing data, May 19th 2023.
- Source: [Investing in Climate Chaos](#), data as of January 2023.
- And while asset managers might argue that they could sell the bonds right before assets get stranded, the difficulty to predict the rapidity at which the energy transition will happen might mean that asset managers will find a lack of buyers for their fossil fuel bonds.
- https://img1.wsimg.com/blobby/go/946d6aac-e6cc-430a-8898-520cf90f5d3e/AFII_Oil_and_gas_sector_Jan23_v8_jo_v2.pdf
- Extracted from the Global Coal Exit List (GCEL) and Global Oil and Gas Exit List (GOGEL): a list of 590 parent companies that are either coal developers or in the top 100 of upstream oil and gas developers.
- It is important to note that bond holdings data is highly incomplete on the Bloomberg Terminal because of disclosure rules. Thus, our research is a stark underestimation of bond holdings.
- [Fossil fuel fundraising across asset classes](#). Source: Cojoianu et al. (2022) and Cojoianu, T.F. et al, (2021). *Regional Studies*. The city never sleeps: but when will investment banks wake up to the climate crisis?
- Anticipated liquidity of a corporate bond can significantly lower the cost of capital for the issuer of the bond. See Goldstein, M.A.; Hotchkiss, E.S.; Pedersen, D.J. Secondary Market Liquidity and Primary Market Pricing of Corporate Bonds. J. Risk Financial Manag. 2019, 12, 86. <https://doi.org/10.3390/jrfm12020086>
- Wilson, C. & Caldecott, B. (2021). Breaking the Bond: Primary Markets and Carbon-Intensive Financing. University of Oxford Smith School of Enterprise and the Environment Working Paper 21-05.
- Wilson, C. & Caldecott, B. (2021). Breaking the Bond: Primary Markets and Carbon-Intensive Financing. University of Oxford Smith School of Enterprise and the Environment Working Paper 21-05.
- The list was extracted from the Global Coal Exit List (GCEL) and Global Oil and Gas Exit List (GOGEL) and includes 590 parent companies that are either coal developers or in the top 100 of upstream oil and gas developers.
- Includes holdings from Ostrum and Loomis
- Data at Generali Insurance Asset Management (GIAM) level was not available in our research.
- Loomis and Ostrum investments are already included in BPCE Group (Natixis IM) investments, as they are NIM affiliates.
- Severe allegations by Hindenburg Research of widespread systemic corporate fraud, stock manipulation and money laundering which saw the Adani Group lose over \$150billion USD in a month this year. Since then, many of these key allegations have been corroborated and further explored in multiple ongoing media investigations included below, including allegations of breaching India’s rule for promotor entities and free float status of subsidiary companies. The Adani Group is planning to develop more new thermal coal mining capacity than any other private company globally. Many of its projects have destroyed unique ecosystems with devastating impacts on local communities who depend on them. Adani’s projects are violating Indigenous land rights in Australia and India, displacing thousands of vulnerable people and destroying their livelihoods. Today, the Adani Group’s ongoing business relationship with the Myanmar military junta and the military conglomerate Myanmar Economic Corporation (MEC) was further exposed linking the Adani Group’s business activities to genocide and severe crimes against humanity.
- Extraction on Bloomberg as of most recent filing data, May 19th 2023.
- See <https://www.coalexit.org/methodology>.
- Source: Insightia. DWS, Amundi and LGIM voted against the reelection.
- Source: Insightia. DWS voted against the resolution on dividends.
- [Scroll.in investigation](#): From 2014 to 2019: How the Adani Group funded its expansion (May 2019)
- Market Forces held a [webinar with Responsible Investor](#) which reported allegations of the company moving money between entities (Sept 2021)
- <https://hindenburesearch.com/adani/>
- <https://www.bnnbloomberg.ca/adani-credit-facilities-expose-collateral-web-full-of-red-flags-1.1885715> and <https://adanitoxicbonds.org/wp-content/uploads/2023/06/Adani-Green-Briefing.pdf>
- Defined as policies presenting both expectations to companies and restrictions applied (investment restrictions or other sanctions like voting).
- Amundi, APG AM, AXA IM, BNP Paribas AM, DWS, HSBC AM, M&G Investments, Ostrum, Union Investment, GIAM
- For more details on our analysis of these other criteria, see our [Coal Policy Tool](#).
- Only 4 among the 10 ask for net zero targets in absolute terms (Ostrum, Amundi, BNP Paribas AM and Abrdn). Among these, only Ostrum asks for short term targets, in absolute terms, and including scope 3 emissions.
- Amundi applies its fossil fuel exclusion criteria to about 30% of its passive assets and BNP Paribas AM to almost 30% of its passive assets.
- Wilson, C. & Caldecott, B. (2021). Breaking the Bond: Primary Markets and Carbon-Intensive Financing. University of Oxford Smith School of Enterprise and the Environment Working Paper 21-05
- Companies should commit to cease their coal / oil & gas supply expansion plans. Companies should adopt a credible and public coal phase-out plan aligned with a 1.5°C scenario / adopt 2030 oil and gas production

reduction targets aligned with a robust 1.5°C scenario. By robust 1.5°C scenario, we mean aligned with a 1.5°C scenario with no or low overshoot (and without excessive reliance on negative emissions).

57. Expectations made by the asset managers can be found in the downloadable excel file.
58. Net Zero Asset Owner Alliance, 2022, The future of investor engagement: A call for systematic stewardship to address systemic climate risk
59. Please refer to our Asset Manager Recommendations for more details and sources (<https://reclaimfinance.org/site/en/recommendations/>).
60. Our analysis of their policies has not identified any clear expectations made to companies on climate related grounds. The asset managers were sent our analysis and have not highlighted a gap in our analysis or sent comments on this conclusion.
61. These expectations can all be found in the downloadable excel available below.
62. Aligned with a 1.5°C scenario. To be noted: 10 other asset managers expect one of these two asks but not both.
63. Failure to meet Ostrum's demands do not lead to systematic / automatic voting sanctions. Voting sanctions are applied on a case by case basis.
64. Quigley, E.C., E. Bugden, and A. Odgers. 2020. "Fossil Fuel Divestment: Advantages and Disadvantages for the University of Cambridge." Cambridge, UK. https://www.cam.ac.uk/system/files/sm6_divestment_report.pdf, Available at SSRN: <https://ssrn.com/abstract=3849513>
65. Aegon AM has different coal exclusions for different scopes of its assets under management, making it impossible to properly analyse them at the group level.
66. Ostrum has a clear expectation for oil and gas companies : "Companies included in Ostrum Asset Management's portfolios will be assessed on the basis of: A halt to new unconventional/controversial oil and gas production projects, and a plan to exit unconventional/controversial activities by 2030 at the latest; A halt to approval for new conventional oil and gas exploration or production projects. New projects are defined as having a final investment date after the end of 2021, in line with IEA recommendations." - see its [Oil and Gas Policy](#).
67. LGIM only partially has this expectation. LGIM indicates "Does the company place restrictions on investing in the exploration of new greenfield sites?" in its [climate expectations for oil and gas companies](#) and indicates "we will use active and escalating engagement with the aim of ensuring [...] no further oil sand resources are exploited" in its [Coal Policy](#).
68. <https://www.climateaction100.org/net-zero-company-benchmark/>
69. The 35 companies under coal mining and oil and gas sectors that were engaged since 2017.
70. <https://www.reuters.com/sustainability/investors-biggest-climate-pressure-group-dont-like-pressure-2023-06-12/>
71. Including the "significant resources needed", "the inefficiencies of focusing on voluntary, company-by-company, disclosure", "an uneven focus across companies and asset classes" and the boundaries set by public policy.
72. As bond data is highly incomplete on the Bloomberg Terminal, our research is a stark underestimation of bond holdings.
73. Data on investments in bonds issued between 01/01/202 and 19/05/2023.
74. See <https://investinginclimatechaos.org/>.
75. See <https://investinginclimatechaos.org/>.
76. We have received no answer from Vanguard Group, Insight Investment, Invesco, Schroders, abrdn. M&G Investments was willing to participate but because of a communication issue, this was after the deadline.
77. See Methodology section for more details.

Credits

Pexels | AdobeStock | Unsplash

WHO'S MANAGING YOUR FUTURE? An assessment of asset managers' climate action

Reclaim Finance is an NGO affiliated with Friends of the Earth France. It was founded in 2020 and is 100% dedicated to issues linking finance with social and climate justice. In the context of the climate emergency and biodiversity losses, one of Reclaim Finance's priorities is to accelerate the decarbonization of financial flows. Reclaim Finance exposes the climate impacts of some financial actors, denounces the most harmful practices and puts its expertise at the service of public authorities and financial stakeholders who desire to to bend existing practices to ecological imperatives.

Urgewald is a non-profit environmental and human rights organization. For 25 years, Urgewald has been fighting against environmental destruction and for the rights of people harmed by corporate profit interests.

Re:Common carries out campaigns and investigations againsts corruption and environmental destruction caused by corporations and their financiers.

The Sunrise Project grows social movements to drive the transition from fossil fuels to renewable energy as fast as possible.

The Sierra Club is America's largest and most influential grassroots environmental organization, with millions of members and supporters.

contact@reclaimfinance.org



Campaign Targets 'Toxic' Bond Market for Bankrolling Fossil Fuel Expansion

"Dirty energy companies are using the corporate bond market as the back door to secure large amounts of cash for expansion projects," said one climate activist. "This has so far received too little scrutiny."

By [Jessica Corbett](#)

May 10, 2022

Common Dreams

<https://www.commondreams.org/news/2022/05/10/campaign-targets-toxic-bond-market-bankrolling-fossil-fuel-expansion>

As scientists continue to [express](#) alarm about rising temperatures, a climate campaign launched Tuesday [spotlights](#) 30 corporations using the U.S. and European bond markets to drive planet-heating coal, gas, and oil expansion.

The Toxic Bonds initiative found that the targeted fossil fuel giants—including Adani Group, BP, Chevron, China National Offshore Oil Corporation (CNOOC), ExxonMobil, Gazprom, Korea Electric Power Corporation (KEPCO), Saudi Aramco, Shell, and TotalEnergies—collectively have over \$491 billion in bonds that are outstanding.

The groups behind the campaign converted European bonds to U.S. dollars for all of their figures, which were updated as of February. Key findings include that ExxonMobil and TotalEnergies respectively have over \$41 billion and nearly \$50 billion in bonds outstanding.

"As bank lending for coal has tightened, the bond market remains a safe haven for fossil fuel companies to fund expansion," said Nick Haines at SumOfUs. "Dirty energy companies are using the corporate bond market as the back door to secure large amounts of cash for expansion projects."

"This has so far received too little scrutiny," he added. "The Toxic Bonds initiative seeks to bring advocates together to knock out bonds as a pillar of support for fossil fuel expansion."

Along with SumOfUs, the coalition includes AnsvarligFremtid, Both ENDS, Mellempfolkeligt Samvirke, Reclaim Finance, Solutions for Our Climate, the Sunrise Project, and Urgewald.

"No one has yet looked at the sheer amount of money that has been going via bonds into companies that have big expansion plans across coal, oil, and gas," Alice Delemare Tangpuori, senior bonds strategist at the Sunrise Project, [told Bloomberg](#). "If you zoom in on the fossil fuel sector and look at just the companies with the biggest expansion plans, particularly for coal, it shows they are heavily reliant on bonds," she said.

A Sunrise Project analysis of the Global Coal Exit List and data from corporate financial statements revealed that coal companies with the biggest expansion plans raise 2.5 times more capital through bond issuance than bank loans, and bonds provide the most financial support for the sector in China and India.

India-based Adani—which, according to the initiative, has over \$8 billion in bonds outstanding—is currently building the largest coal mine in Australian history.

"Despite the urgency of the climate crisis the Adani Group is planning to double its coal-burning power capacity and either own or operate several new thermal coal mines, including the disastrous Carmichael coal project in Australia," Market Forces campaigner Pablo Brait said Tuesday.

"The Carmichael mine is being 'self-funded' by Adani, mainly via inter-company loans," he continued. "So while banks and other financiers may refuse to fund projects such as Carmichael directly, the significant amounts they help Adani raise via bond issues are freeing up the capital which could then flow to Adani's new fossil fuel projects."



KEPCO—which is developing coal-fired power plants in Indonesia, South Korea, and Vietnam—already has \$2.3 billion in bonds outstanding and reportedly issued \$8 billion in bonds during the first quarter of this year, according to the campaign.

Noting that "KEPCO has continued to issue bonds to finance coal power projects," Joojin Kim, managing director at the Seoul-based Solutions for Our Climate, said that "not only does this exacerbate the climate crisis, but it also exposes the company to highly volatile coal assets which are quickly becoming stranded."

"The company's continued bond issuance is unsustainable, and it needs more than a band-aid for its environmental and financial challenges," the campaigner declared.

According to *Bloomberg*, which exclusively reported on the new initiative Tuesday: "Coal companies have raised more than \$12 billion from bonds so far this year, well exceeding the roughly \$5 billion raised in the same period of 2021. That's one of the busiest starts to a year since the Paris climate accord was struck in late 2015."

A Toxic Bonds statement also references the deal that calls for limiting global temperature rise this century to 1.5°C, noting that "since the Paris climate talks in 2015, \$2 trillion oil and gas bonds have been issued. That's half of the total in circulation."

Haines highlighted that the new campaign comes in the midst of major banks' and other companies' annual general meetings.

"This oversight is particularly relevant during this year's AGM season, as resolutions are being placed on banks and fossil fuel companies by shareholders," he said. "At a time when investors are holding financial institutions to account, it is important they don't forget about debt being raised via the bond market."

"Every time investors buy new debt from the Dirty 30 they are helping to drill new oil wells or open new coal mines," Haines added. "We can no longer afford to dismiss the bond market when taking on fossil fuel expansion."

Here's where the big U.S. banks stand up and fall down on climate change

Sierra Club updates report on banking-sector progress toward net-zero emission goals ahead of the U.N.'s COP27

By [Rachel Koning Beals](#)

November 2, 2022

MarketWatch

<https://www.marketwatch.com/story/heres-where-the-big-u-s-banks-stand-up-and-fall-down-on-climate-change-l1667399005>

The net-zero emissions commitments from Wall Street's banking giants was a significant step toward holding global warming in check, but in the almost two years since each of the U.S. majors committed to net-zero, their progress remains slow.

That's a charge advanced [in a report](#) out Wednesday from long-established environmental advocacy group The Sierra Club.

The report examines the banks' interim 2030 targets to cut greenhouse gas (GHG) emissions not just from their own operations but in how they finance the energy sector and other industrial segments of the economy. The 2030 check-in is meant to show progress on the way to net-zero emissions by 2050, including for the oil and gas [CL00, +0.79%](#) and power generation [VPU, -0.46%](#) sectors.

"Big U.S. banks have fallen far behind the best practices of their global peers, setting only weak targets and policies riddled with loopholes that allow billions of dollars in new fossil fuels projects each year," said Adele Shraiman, campaign representative for the Sierra Club's Fossil-Free Finance campaign. "If banks want to live up to their net-zero pledges, they need to commit to real emissions reductions and end financing for companies expanding fossil fuels."

The banks in focus are JPMorgan Chase [JPM, -0.54%](#), Citigroup [C, +0.38%](#), Wells Fargo [WFC, -0.19%](#), Bank of America [BAC, -0.18%](#), Morgan Stanley [MS, +0.88%](#), and Goldman Sachs [GS, +0.30%](#). They have provided a quarter of the \$4.6 trillion in global fossil fuel financing in the past six years alone.

The Sierra report hits as the Net Zero Banking Alliance (NZBA), of which the major U.S. names have joined, is expected to release an update at the United Nations' major climate change conference, [the COP 27](#), which runs from Nov. 6 to Nov. 18, in Egypt.

2030 OIL AND GAS SECTOR TARGETS				
BANK	SECTOR	ASSETS	TARGET	SCOPE
BANK OF AMERICA ¹¹	☒ Exploration & production ☒ Refining ☒ NOT midstream or services	☒ Business Lending ☒ NOT underwriting	End use: 43.1 g CO ₂ /MJ ☒ 29% reduction in emissions intensity (end use) Operational: 4.1 g CO ₂ e/MJ ☒ 42% reduction in emissions intensity (operational)	Scope 3 (for 29% target) Scopes 1 and 2 (for 42% target)
CITIBANK ¹²	☒ Exploration & production ☒ Refining ☒ Midstream & services	☒ Lending ☒ NOT underwriting	102.1 million mt CO ₂ e ☒ 29% reduction in absolute emissions	Scopes 1, 2, and 3 (except for transportation and storage, where Scope 3 is excluded)
GOLDMAN SACHS ¹³	☒ Exploration & production ☒ Refining ☒ NOT midstream or services	☒ Lending ☒ Debt & equity underwriting ☒ Other on-balance sheet debt & equity investments	56-60 g CO ₂ e/MJ ☒ 17-22% reduction in emissions intensity	Scopes 1, 2, and 3
JPMORGAN CHASE ¹⁴	☒ Exploration & production ☒ Refining ☒ NOT midstream or services	☒ Lending ☒ Debt & equity underwriting	End use: 66.5 g CO ₂ /MJ ☒ 15% reduction in emissions intensity (end use) Operational: 6.1 g CO ₂ e/MJ ☒ 35% reduction in emissions intensity (operational)	Scope 3 (for 15% target) Scopes 1 and 2 (for 35% target)
MORGAN STANLEY ¹⁵	☒ Exploration & production ☒ Refining ☒ Services Storage & Transportation	☒ Lending ☒ NOT underwriting	No metric for emissions intensity disclosed ☒ 28% emissions lending intensity	Scopes 1, 2, and 3
WELLS FARGO ¹⁶	☒ Exploration & production ☒ Refining ☒ NOT midstream or services	☒ Lending ☒ Debt & equity underwriting	72.3 million mt CO ₂ e ☒ 26% reduction in absolute emissions	Scopes 1, 2, and 3 for E&P Scopes 1 and 2 for Refining

THE SIERRA CLUB

JPMorgan Chase CEO Jamie Dimon resoundingly assured lawmakers earlier this year that his bank has no intention of stopping the financing of growth in the oil patch. Dimon, who appeared with other top banking executives on Capitol Hill in September, was asked by Rep. Rashida Tlaib, the Democrat of Michigan, to give a “yes” or “no” response to a handful of questions. That included whether JPMorgan has a policy against funding new oil and gas products.

“Absolutely not and that would be the road to hell for America,” [said Dimon](#), whose bank is the largest U.S. provider of loans and other capital to the energy sector.

The Sierra report suggests there are considerable loopholes in banks’ exclusion policies for drilling in the Arctic. In late 2020, Bank of America [was the last to join other U.S. banking majors](#) in saying they’ll refuse to finance oil and gas exploration in the pristine section of Alaska that then President Trump had opened to drilling for the first time ever.

Policy also varies, the report says, when it comes to financing coal projects. Coal remains the largest fossil fuel polluter, but China and India's slow move away from the fuel and even [a resurgence of its use in parts of Europe](#) amid the Russia-sparked energy crisis has aggravated climate-watchers.

The report's findings also highlight the need for mandatory comparable disclosures of corporate climate commitments, which was feedback that many investors and advocacy groups gave to the Securities and Exchange Commission on its proposed [climate risk disclosure rule](#).

The Sierra Club also values the banking sector disclosing more transparent details. "Of the group, only Wells Fargo has explicitly stated that it does not include [carbon] offsets in its 2030 targets," the environmental advocates say. Offsets are a primary tool toward net-zero, but some critics worry there will be too much reliance on this mechanism and not moving away from oil and gas.

Bank CEOs may be in a tough spot. They hear from some lawmakers of efforts to remove "woke capitalism" from banking agendas to focus on growth and profits exclusive of other priorities. But they also know that investors and regulators are turning up the pressure to more aggressively fund the transition to renewable energy. If Republicans take the House in the midterms but Democrats keep the Senate, as some polls suggest, the top executives of big financial firms could face climate-change whiplash.

Bank of America CEO Brian Moynihan has been asked about the pressure on banks to simply cut the polluters loose.

"Simply saying we're not going to hold X or Y in our portfolio does not mean X or Y doesn't keep going on. Getting X or Y to get greener on their steel production every year, or commitments made by the oil and gas industry — not only their operations, but with carbon capture and storage and things that offset their emissions — their change is actually the great change," [he told Politico](#).

"The binary decision of invest-not invest, lend-not lend, do business with or not do business with — that doesn't change the behavior of those companies," he said. "You want those companies to declare net-zero, put a plan on the table. Then society wants to hold them accountable."

Still, the world's preeminent climate scientists and select energy experts have stressed that in order to reach global climate goals, all sectors must rapidly and dramatically decrease greenhouse gas emissions. In all, the U.S. economy must slash emissions by around 45% percent by 2030 to keep progress on track for the 2050 marker and to give the globe a real chance to keep the temperature rise below 1.5°C, as laid out in the Paris Accord.

Even an energy industry advocate has spoken up. According to the International Energy Agency (IEA), in order for the world to limit warming to 1.5°C (2.7°F) by 2050, [there should be no additional investment in new fossil fuel supply](#).

This finding is critical, Sierra Club says, because it means new fossil fuel development is fundamentally incompatible with meeting global climate goals and with the goals set by the banks themselves.

“Surpassing this threshold is perilous not only for Earth’s climate, ecosystems, and communities, it will also jeopardize the global economy, with current emission trajectories estimating at least 10 percent of total global economic value could be lost by 2050,” Sierra Club said in its release.

[Rachel Koning Beals](#) is a MarketWatch news editor in Chicago.

Church of England dumps oil majors over climate concerns

Anglican Church announces its endowment and pension funds plan to sell out of 11 groups, including Shell and BP

By [Attracta Mooney](#) and [Tom Wilson](#) in London

June 22, 2023

Yahoo! News

Financial Times

<https://news.yahoo.com/news/m/e962c0f6-208e-3acd-885d-98b91af8e548/church-of-england-dumps-oil.html>

https://www.ft.com/content/9af6184a-ed15-4ef4-9c26-d0a9c5c39c1f?ftcamp=traffic/partner/feed_headline/us_yahoo/auddev

The Church of England is selling its investments in Shell, BP, Exxon and Total and seven other big oil and gas companies, after concluding none were aligned with efforts to halt global warming.

The decision follows a vote by the General Synod, the church's parliament, in 2018 to sell out of fossil fuel companies that were failing to take sufficient action to tackle climate change by 2023.

The church's £10.3bn endowment fund and its £3.2bn pension scheme have spent the years since urging big fossil fuel companies to overhaul their businesses in response to climate change, or risk divestment. It said it had already excluded 20 oil and gas companies from its investment portfolio in 2021.

The church said it had taken the decision to sell down its holdings in the remaining 11 oil and gas companies by the end of the year "after concluding that none are aligned with the goals of the Paris climate agreement, as assessed by the Transition Pathway Initiative".

Under the Paris accord, countries agreed to limit global temperature rises to well below 2C and ideally 1.5C above pre-industrial levels. The TPI is a project set up by the Anglican Church, the Environment Agency Pension Fund and several other big asset managers to identify companies that pose the biggest climate change risk.

"We have long urged companies to take climate change seriously, and specifically to align with the goals of the Paris climate agreement," said Justin Welby, the Archbishop of Canterbury, and chair of the Church Commissioners for England, which manages the endowment fund.

"Some progress has been made, but not nearly enough," said Welby, who worked as a finance executive in the oil industry for 11 years before he was ordained. "The church will follow not just the science, but our faith — both of which call us to work for climate justice," he added.

The church said it would also exclude all remaining smaller companies involved in oil and gas exploration, production and refining by the end of the year.

Although a small investor — its oil and gas holdings account for less than 1 per cent of the endowment fund, while the pension pot has about £7mn invested — the church has played an outsized role in shareholder discussions with oil companies over climate change.

The endowment fund has filed resolutions at Exxon and led discussions at the US oil major on behalf of shareholders that form the Climate Action 100+ initiative, which is made up of 700 investors with \$68tn in assets under management. The pension fund has separately led discussions with Shell on behalf of the same initiative.

Until now the Church of England had argued that it could have more impact by retaining its shares and pushing management teams to decarbonise, a belief echoed by many big investors.

John Ball, chief executive of the Church of England Pensions Board, said: “Recent reversals of previous commitments, most notably by BP and Shell, have undermined confidence in the sector’s ability to transition.”

Shell told investors this month it would keep growing its giant gas business while maintaining oil production at current levels until 2030. In February, BP pared back its plans to cut oil and gas production this decade from a 40 per cent reduction to 25 per cent based on 2019 levels.

Shell said the church’s decision was “disappointing, but not surprising”. It added: “Our commitment to becoming a net zero emissions energy business by 2050 remains as strong as it ever was, and we firmly believe our strategy is aligned with the more ambitious goal of the Paris climate agreement.”

Exxon highlighted its plan to cut emissions from its operations — known in the industry as Scope 1 and Scope 2 emissions — to net zero by 2050, describing the aims as part of its “comprehensive approach to create emission-reduction road maps for our major operated assets”.

Total did not immediately respond to a request for comment. BP declined to comment.

US Public Pensions Are Paying Huge Price for Not Divesting From Fossil Fuels, Report Shows

"The writing's on the wall for fossil fuels," said one divestment campaign.

By [Julia Conley](#)

June 28, 2023

Common Dreams

<https://www.commondreams.org/news/public-pensions-losing-money-fossil-fuels>

Climate campaigners on Wednesday said the latest research on fossil fuel divestment should convince pension funds to pull their money out of the oil, gas, and coal sectors, as a new study found that six major U.S. funds have lost out on tens of billions of dollars by continuing to invest in fossil energy.

The global campaign network Stand.earth joined the University of Waterloo in Canada in [analyzing](#) the public equity portfolios of the pension funds, including the California Public Employees' Retirement System (CalPERS), the Alaska Retirement Management Board (ARMB), and the New York State Teachers' Retirement System (NYSTRS).

Between 2013 and 2022, the total value of the portfolios grew to \$402.8 billion, but without investments in fossil energy, the funds would be worth \$424.6 billion today, according to [the study](#), which was published Monday.

The difference of more than \$21 billion holds true despite the fact that the fossil fuel industry has reported record profits in the past year.

CalPERS [lost](#) \$4.7 billion over the past decade, costing pensioners an average of \$3,163, as a result of its fossil fuel investments, the study found.

"That's because, along with being actively bad for the planet, fossil fuel has been actively bad for its shareholders," [wrote350.org](#) cofounder and author [Bill McKibben](#) in a *Los Angeles Times* op-ed on Wednesday. "It dramatically underperformed other asset classes for the past decade, and for an obvious reason: A new industry, renewable energy, has arisen that delivers the same product, just more cheaply and cleanly."



Six major US retirement funds would be worth a combined **\$21 billion MORE** today if they had divested a decade ago.

The writing's on the wall for fossil fuels.

What are our pension funds waiting for...? 🤔



desmog.com

Public Pension Funds Have Lost Billions on Their Fossil Fuel Investments:...

Six major US retirement funds would be worth a combined \$21 billion more today if they had divested from fossil fuels a decade ago, ...

3:04 AM · Jun 28, 2023



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Divestment "has not been that attractive from a financial point of view" in the last three years as "the value of the fossil fuel sector went up because of the reduced oil supply from Russia" and the Covid-19 pandemic, said Stand.earth.

However, "even in times of high performance in the fossil fuel sector, divestment does not reduce financial returns in any significant way," found the group.

"The average difference between the reference portfolio and the ex-energy portfolio is 13 percentage points," reads the report, meaning the funds would have seen a return on investment that was 13 percentage points higher on average over the past decade if they had removed their investments from fossil fuels.

Switch It Green, which calls on banks to divest from fossil energy sources, said that although campaigners know financial entities "refuse to stop funding fossil fuels for the sake of the planet, maybe they will for their pockets?"



Switch It Green

@switchit_green · Follow



NEW RESEARCH: Over the past 10 years, six US public pensions missed out on \$21 billion by failing to #divest from fossil fuels

Full report: bit.ly/waterloopensio...

If investors refuse to stop funding #FossilFuels for the sake of the planet, maybe they will for their pockets?



climatesafepensions.org

REPORT: U.S. public pensions could be \$21 billion richer right now - Cli...
A new report reveals that just 6 public pensions lost \$21 billion by failing to divest from fossil fuels ten years ago.

7:10 AM · Jun 28, 2023



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"If climate chaos like fires and floods weren't enough, this latest report strengthens the case even further that public pension funds must divest from fossil fuels as part of meeting their fiduciary duties," [said](#) Amy Gray, senior climate finance strategist at Stand.earth. "As the longest-term investors for workers, the last thing pension funds should be doing is gambling with retirement and deferred wages of their members."

Tom Sanzillo, director of financial analysis at the Institute for Energy Economics and Financial Analysis, [told](#) *DeSmog* that while the oil and gas sector have reported record profits in recent years, their revenues "are unsustainable and their future is on shaky ground."

The sector accounts for 5% or less of the stock market today, compared to 28% four decades ago.

"Financially it doesn't make sense to stay invested [in fossil fuels]," Olaf Weber, a sustainable finance professor at University of Waterloo who co-authored the report, told *DeSmog*, noting

that previous research has determined that public pension funds in California and Colorado would have gained \$19 billion if they'd divested from fossil fuels in 2009.

The study out this week found that pension funds would have drastically improved their carbon footprint if they had pulled their money out of fossil fuels a decade ago, reducing their emissions by 16.6% or nearly 280 million tons—"a win-win situation" for the funds and the planet, the researchers said.

"Influential investors, like these large public pension funds, can bring about positive change on a few fronts," said Weber. "Energy divestments can create higher returns for the funds, which leads to higher returns for the beneficiaries and reduced exposure to climate risks. Consequently, it leads to safer pensions."

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[Julia Conley](#) is a staff writer for Common Dreams.

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Meet the 30 Top US and European Asset Managers Helping Big Oil Wreck the Planet

"Asset managers continue to add fuel to the fire by buying the bonds from the worst fossil fuel polluters," said one campaigner.

By Jake Johnson
June 28, 2023
Common Dreams

<https://www.commondreams.org/news/asset-managers-helping-wreck-planet>

An analysis released Tuesday by a coalition of environmental organizations shows that 30 of the top asset managers in the United States and Europe collectively hold close to \$600 billion in bonds and shares in the world's largest fossil fuel developers, making the investment firms key contributors to the global climate emergency.

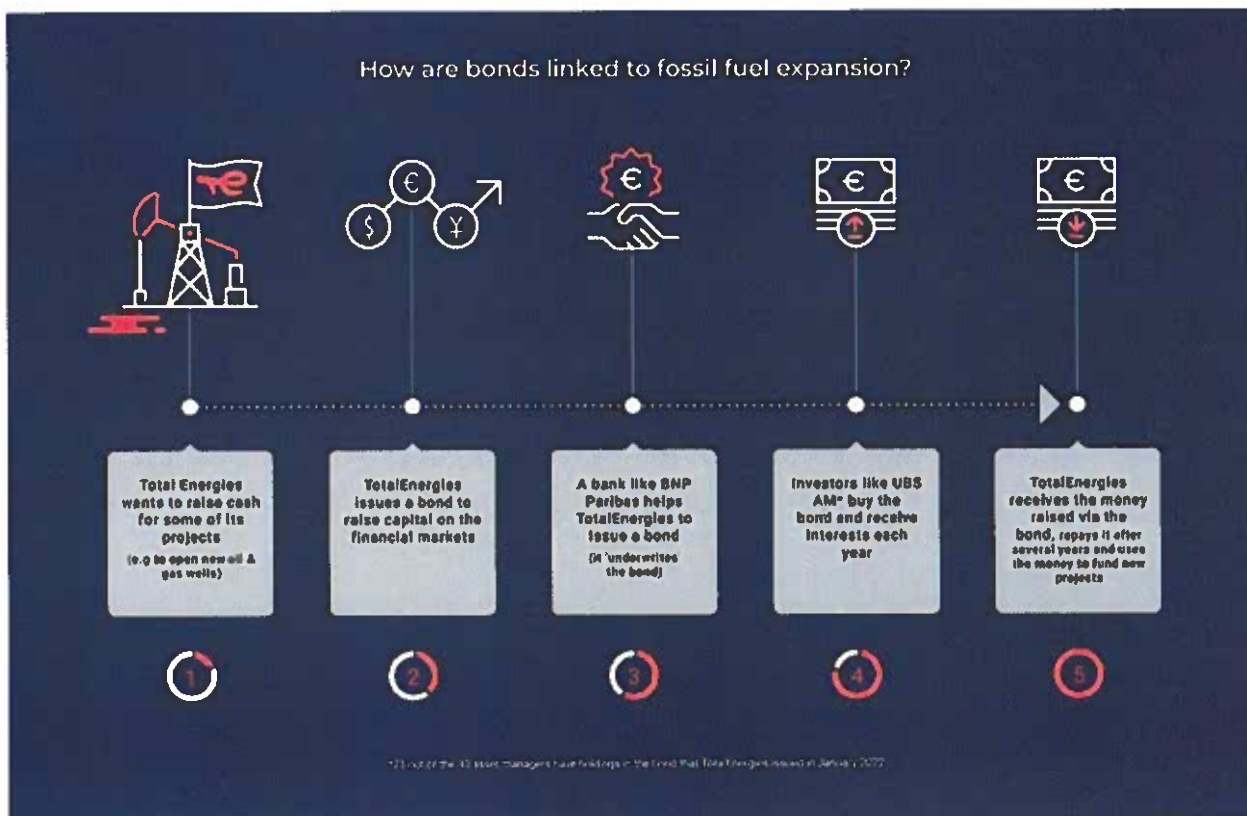
Titled *[Who's Managing Your Future? An Assessment of Asset Managers' Climate Action](#)*, the new report from Reclaim Finance, ReCommon, [Sierra Club](#), the Sunrise Project, and Urgewald finds that BlackRock and Vanguard had the largest total bond and equity holdings in fossil fuel developers as of the beginning of 2023, respectively controlling \$179.5 billion and \$170.3 billion.

But BlackRock and Vanguard are far from alone. The report also shows that JPMorgan Asset Management (AM), UBS AM, Fidelity International, and Credit Suisse AM have substantial bond and stock exposure to major fossil fuel producers.

Such investments, the report notes, make it possible for oil and gas companies to finance [fossil fuel expansion projects](#) that are sabotaging hopes of reining in catastrophic planetary warming.

Over just the past 18 months, according to data laid out in the new analysis, leading U.S. and European asset managers invested at least \$3.5 billion in new bonds from nearly 40 companies involved in expanding fossil fuel production.

"For fossil fuel expansion to stop and production to start decreasing, the financing behind it must stop," the report states. "And as a significant proportion of this financing comes from bonds, asset managers' role in this financing is clear."



While many of the asset managers examined in the new report have in place policies ostensibly aimed at pressuring companies in their portfolios to curb polluting activities, the analysis finds that "there are major loopholes and weaknesses that still allow most of the asset managers to provide financial services that are essential to the development of new coal, oil, and gas projects."

"Asset managers continue to add fuel to the fire by buying the bonds from the worst fossil fuel polluters," Lara Cuvelier, sustainable investment campaigner at Reclaim Finance, said in a [statement](#). "Their policies are an inadequate response to the climate emergency."

"They should listen to the science and sanction companies that refuse to stop their devastating fossil fuel expansion plans," Cuvelier argued. "It is time for asset managers' clients to challenge them on this issue and ask them to put in place robust policies to stop this scourge."

The report specifically urges top asset managers to:

- Immediately drop all forms of direct support for companies developing new coal projects;
- Adopt investment restrictions on a growing number of oil and gas companies, with a focus on halting new upstream and midstream oil and gas projects, as well as initiating a controlled decline in oil and gas production aligned with a 1.5°C scenario; and

- Engage with portfolio companies to clearly communicate that they must cancel any plans to develop new oil and gas upstream and midstream projects by a predefined time frame and adopt 2030 oil and gas production reduction targets aligned with a 1.5°C scenario.

"This report clearly demonstrates a collective failure from the investment sector to manage climate risk responsibly," said Jessye Waxman of the Sierra Club's Fossil-Free Finance campaign.

"BlackRock and Vanguard are by far the worst offenders, together providing 58% of the recent investments in fossil fuel expansion, while setting very few expectations of fossil fuel companies to pivot away from business as usual," Waxman added. "As the world's largest asset managers, BlackRock and Vanguard have a responsibility to mitigate the growing systemic risk posed by climate change."

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[Jake Johnson](#) is a staff writer for Common Dreams.

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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), and Consider the Formation of an Ad Hoc to Plan for the City's 150-Year Anniversary.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Rodin and Various Councilmembers

ATTACHMENTS:

1. City Council Special Assignments - rev 6-22-23

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.

The City of Ukiah will be celebrating its 150-year anniversary as an incorporated city in the year 2026. This will be a great opportunity for local events, celebrations, and to shine a light on our community as a great destination. Staff is recommending that the Council form an ad hoc to work with Staff and other local agencies to plan ahead for this momentous occasion.

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 Boyl, City Manager's Office Management Analyst; 467-5720; tboyl@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 jbenenson@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