



Regular Meeting
AGENDA

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

January 15, 2020 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

URGENCY ITEM

- a. Update on Emergency Repair of Percolation Pond Levees at the Wastewater Treatment Plant, and Determine that Emergency Conditions Continue to Require the Repair of the Percolation Pond Levees.

Recommended Action: Determine that emergency conditions continue to require the repair of the Percolation Pond Levees at the Wastewater Treatment Plant without competitive bidding.

Attachments:

1. CC Reso 2019-56 - Approving Emergency Procurement RE Percolation Pond Levees (2)

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. Introduction of Olga Keough, Controller for the City of Ukiah Finance Department

Recommended Action: Receive Introduction.

Attachments: None

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- 5.a. Approval of the Minutes for the December 17, 2019, Special Meeting.

Recommended Action: Approve the Minutes of December 17, 2019, Special Meeting, as submitted.

Attachments:

1. 2019-12-17 Draft Minutes

- 5.b. Approval of the Minutes for the December 18, 2019, Regular Meeting.

Recommended Action: Approve the Minutes of December 18, 2019, a Regular Meeting, as submitted.

Attachments:

1. 2019-12-18 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. Possible Adoption of Electric Vehicle Charging Station Parking Ordinance.

Recommended Action: Staff asks that the City Council adopt the Electric Vehicle Charging Station Parking Ordinance.

Attachments:

1. Attachment 1 - EV Charging Station Ordinance Introduced

- 7.b. Consider Approval of Budget Amendment in the Amount of \$9,500 for Emergency Fuel for the Public Safety Power Shutoff Event that was not Anticipated.

Recommended Action: Consider Approval of Budget Amendment in the amount of \$9,500 for emergency fuel for the Public Safety Power Shutoff event that was not anticipated.

Attachments: None

- 7.c. Consideration of Adoption of Resolution Appointing Diane Knox to the Paths, Open Space, and Creeks Commission.

Recommended Action: Adopt Resolution appointing Diane Knox to the Paths, Open Space, and Creeks Commission (POSCC), term to expire January 15, 2023.

Attachments:

1. Policy Resolution No. 2014-48
2. Application
3. Nomination Memo
4. Proposed Resolution

- 7.d. Adoption of Resolution to Extend the Declaration of a Local Emergency Related to the 2019 Winter Storm Event.
Recommended Action: Adopt Resolution to extend the declaration of a local emergency related to the 2019 winter storm events.
Attachments:
1. Attachment_1_Local_Emergency_City_of_Ukiah
 2. Attachment 2 Local Emergency City of Ukiah
 3. Attachment 3 Local Emergency City of Ukiah
 4. Attachment 4 Local Emergency City of Ukiah
 5. Attachment 5 Local Emergency City of Ukiah
 6. Attachment 6 - Local Emergency City of Ukiah
 7. Attachment 7 Local Emergency City of Ukiah
 8. Attachment 8 -Local Emergency City of Ukiah
 9. Attachment 9 Local Emergency City of Ukiah
 10. Attachment 10 Local Emergency City of Ukiah
 11. Attachment 11 Local Emergency City of Ukiah
 12. Attachment 12 Local Emergency City of Ukiah
 13. Attachment 13 Local Emergency City of Ukiah
 14. Attachment 14 Local Emergency City of Ukiah
- 7.e. Notification of Acquisition of Professional Services from Occu- Med for Medical Examinations in the Amount of \$10,472.00.
Recommended Action: Receive and file report on acquisition of professional services from Occu-Med for medical exams for Fire Authority personnel
Attachments:
1. Occu Med Cost Quote_Att 1
- 7.f. Adoption of Resolution Approving the City of Ukiah's Qualified Contractors List for 2020.
Recommended Action: Adopt the proposed resolution approving the Qualified Contractors List for 2020.
Attachments:
1. City Code Section 1541-1543
 2. Public Contracts Code Section 22036 - Cost Accounting Manual (Partial)
 3. Annual Public Notice - November 2019
 4. Proposed Resolution with Exhibit A - 2020 Qualified Contractors List
- 7.g. Approve Amendment 1 to Mead and Hunt Professional Services Agreement for the FAA Grant Funded Runway 15-33 Pavement Rehabilitation and Taxiway Realignment Design Project.
Recommended Action: Approve Amendment 1 Mead and Hunt Professional Consulting Services Agreement for the FAA Grant Funded Runway 15-33 Pavement Rehabilitation and Taxiway Realignment Design Project in the amount of \$26,453.13.
Attachments:
1. Mead & Hunt Contract
 2. UKI Rwy Design Amendment 1 - proposed

- 7.h. Adoption of Resolution Approving the Final Subdivision Map for Gobbi Commons, Accepting the Offer of Dedication for Parcel B, and Authorizing the Mayor to Sign the Certification Page of the Final Map.

Recommended Action: Staff recommends the City Council adopt the Resolution approving the Final Major Subdivision Map for Gobbi Commons, accept the Offer of Dedication for Parcel B, and authorize the Mayor to sign the Certification page of the Final Map.

Attachments:

1. Gobbi Commons Final Map
2. Gobbi Commons Final Map Resolution

- 7.i. Approve Agreement with The Reed Group, Inc. to Prepare a Water Rate Study.

Recommended Action: Authorize the City Manager to execute an agreement with the Reed Group, Inc. to conduct a water rate study.

Attachments:

1. 2020 Water Rate Proposal 12-19-19

- 7.j. Report of Disposition of Surplus Materials, Used Equipment, and Supplies.

Recommended Action: Receive and file report regarding the disposition of surplus materials, used equipment, and supplies.

Attachments:

1. REPORT OF ASSETS SOLD

- 7.k. Council will Receive a Report of the Contract Agreement with GHD, Inc. for Consulting Services Related to Biological Monitoring for the Northwestern Pacific Rail Trail in the Amount Not to Exceed \$19,179 and Approve Budget Amendment.

Recommended Action: Council will Receive a Report of the Contract Agreement with GHD, Inc. for Consulting Services Related to Biological Monitoring for the Northwestern Pacific Rail Trail in the Amount Not to Exceed \$19,179, approve budget amendment.

Attachments:

1. GHD Biological Services Amendment
2. Original GHD Agreement

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. Consideration and Possible Adoption of a Resolution Amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department; and Consideration of Community Development Department Request to Change from an Annual Fee Review to a Comprehensive Five-Year Fee Review with Annual Status Reports (*Continued Public Hearing from 12/18/19*).

Recommended Action: Adopt Resolution amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department; and approve Department request to change from an annual fee review to a Comprehensive Five-Year Fee Review with annual status reports.

Attachments:

1. CDD Building Division- Inspections and Permits History
2. CDD Building Division- General Fund Impact Financial Analysis
3. CDD Building Division- Existing and Proposed Fees
4. CDD Planning Division- Jurisdiction Fee Comparisons
5. CDD Planning Division- Existing and Proposed Fee Modifications
6. Resolution- CDD Planning and Building Fees

12. UNFINISHED BUSINESS

- 12.a. Receive a Ukiah Landfill Status Update and Approve Amendment of Contract with EBA Engineering for Professional Services.

Recommended Action: Approve contract amendment with EBA Engineering and associated budget amendment.

Attachments:

1. Final Closure Design Proposal 11.13.19
2. Agreement-LF closure docs-Feb-6-2002
3. Amend No 1-LF closure docs-Nov-18-2002
4. Amend No 2-LF closure docs-Feb-4-2004
5. Amend No 3-LF closure docs-Feb-6-2007
6. Amend No 4-LF closure docs-Sept-9-2013
7. Amend No 5-LF closure docs-March-13-2015

13. NEW BUSINESS

- 13.a. Introduction of an Ordinance, by Title Only, to Adopt the 2019 California Fire Code as Amended.

Recommended Action: Introduce the Ordinance, by title only, amending Division 6, Chapter 3, Articles 1, 2, and 3, of the Ukiah City Code, entitled: Fire Prevention Code, to adopt the 2019 Edition of the California Fire Code, including additions or amendments, as well as NFPA 1 Chapter 38 thereto to address local conditions.

Attachments:

1. 2019 Fire Code Ordinance

- 13.b. Approve Ukiah Valley Fire Authority's Purchase of (2) Power Load systems, (1) Power PRO XT Gurney and (1) Power PRO XT Upgrade Kit from Stryker Medical in the Amount of \$61,105.92 Plus Tax.

Recommended Action: Approve Ukiah Valley Fire Authority's purchase of (2) Power Load systems, (1) Power PRO XT Gurney and (1) Power PRO XT Upgrade Kit from Stryker Medical in the amount of \$61,105.92 plus tax.

Attachments:

1. Stryker Quote

- 13.c. Fiscal Year 2020-21 Budget Development Schedule

Recommended Action: Receive and consider the City's operating and capital budget development and adoption schedule for the 2020-21 fiscal year.

Attachments:

1. Attachment 1

- 13.d. Report Regarding Conversion of One Block of Stephenson Street to Two-Way and Adoption of Resolution to Remove On-street Parking on the North Side of West Stephenson Street Between South School Street and South Oak Street.

Recommended Action: Receive report regarding the conversion of one block of Stephenson Street to two-way and remove a one parking space and a loading zone along the north side of W. Stephenson St. between S. School St. and S. Oak St.

Attachments:

1. W Stephenson St Parking Removal_jb
2. Resolution - Remove On Street Parking_Att 2

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

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))

A. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (Number of potential cases: 1.)

B. Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)

Recommended Action: Confer in Closed Session

Attachments: None

- 14.b. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d)) Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (Number of potential cases: 2)
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 Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-273-19-00 and 002-273-30-00
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Bank of America
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
Attachments: None
- 14.f. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-192-14-00 (280 E. Standley)
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Onetogether Solutions
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
Attachments: None
- 14.g. **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

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.



AGENDA SUMMARY REPORT

SUBJECT: Update on Emergency Repair of Percolation Pond Levees at the Wastewater Treatment Plant, and Determine that Emergency Conditions Continue to Require the Repair of the Percolation Pond Levees.

DEPARTMENT: Water Resources **PREPARED BY:** Sean White, Water Resources Director

ATTACHMENTS:

1. CC Reso 2019-56 - Approving Emergency Procurement RE Percolation Pond Levees (2)

Summary: The City Council will review an emergency award of contract to repair the percolation pond levees at the Wastewater Treatment Plant, to comply with Public Contract Code Section 22050.

Background: At the regular meeting of December 4, 2019, the City Council voted unanimously to adopt a resolution finding that emergency conditions would not allow sufficient time to publicly bid the repair of the (Attachment #1).

The City Council awarded a contract to Ghilotti Construction under Public Contract Code Section 22050 to repair the percolation pond levees at the Wastewater Treatment Plant. That section allows such repairs without competitive bidding in an emergency, if the City Council on a 4/5 vote makes specified findings. However, pricing was solicited from two companies.

Discussion: Under Public Contract Code Subsection (c)(1) the City Council is required to review the emergency action taken on December 4th at every regularly scheduled meeting thereafter until the action is terminated.

In reviewing the action, the City Council must determine whether the emergency conditions excusing competitive bidding continue for the repair of percolation pond levees at the Wastewater Treatment Plant. It must make that finding by a 4/5 vote.

Recommended Action: Determine that emergency conditions continue to require the repair of the Percolation Pond Levees at the Wastewater Treatment Plant without competitive bidding.

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

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2019-56**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050 THE EMERGENCY PROCUREMENT WITHOUT PUBLIC BIDDING OF CONSTRUCTION SERVICES TO REPAIR THE PERCOLATION POND LEVEES AT THE CITY OF UKIAH WASTEWATER TREATMENT PLANT****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City") beginning in February 2019; and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council; and
3. On March 20, 2019 and subsequently as necessary, City Council approved continuing of the Local Emergency Resolution Proclamation; and
4. During the floods in February and March, the percolation pond levees at the Ukiah Wastewater Treatment Plant ("WWTP") sustained significant damage; and
5. Repairs to the percolation pond levees were not immediately possible to high inflows and levee inundation; and
6. Dewatering of the percolation ponds enough to fully assess the damage, solicit bids, and schedule repairs was recently achieved; and
7. Without these ponds the WWTP cannot operate at full capacity and storage is significantly impaired; and
8. With the onset of the high inflow season the City will need full the WWTP for have full capacity and storage capabilities to avoid impacts to the Russian River; and
9. The City Engineer estimates that it would take 120 days to develop plans and specifications to bid the construction work required to repair the percolation pond levees, to advertise requests for bids, to award the bid and to commence construction and an additional 3-4 weeks to complete the work; and
10. The need for full capacity and storage capabilities is likely to commence within sixty days and could be sooner, depending on the weather; and
11. Under Public Contract Code Section 22050(a)(1) in the case of an emergency, the City, pursuant to a four-fifths vote of the City Council, may repair or replace a public facility and procure the necessary equipment, services, and supplies for those purposes, without giving

notice for bids to let contracts; and

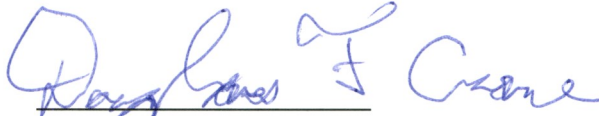
12. Under Public Contract Code Section 22050(a)(2) before the City Council takes such action, it must make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency;

NOW, THEREFORE, BE IT RESOLVED that:

1. Based on the foregoing recitals and information, the City Council finds that an emergency condition exists that must be repaired to avoid public health hazards that could result, if the repair work was put out for competitive bids in compliance with the procedures required by the Uniform Construction Cost Accounting Act.
2. The City Council authorizes the procurement of construction services to repair the percolation pond levees at the WWTP without providing notice inviting bids.
3. The City Council authorizes the City Procurement Officer to contract with Ghilotti Construction, Inc. to repair the backwash basins at the WWTP for a not to exceed amount of \$315,620.00.
4. Awarding a contract to repair the percolation pond levees is categorically exempt from environmental review under the California Environmental Quality Act as a Class 2 categorical exemption, because it involves the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. (14 CCR §15302.)
5. The emergency action taken by this resolution shall terminate upon the City Council's approval of a certificate of completion for the backwash basin repair work.

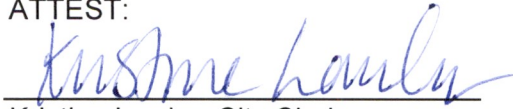
PASSED AND ADOPTED this 4th day of December, 2019, by the following roll call vote:

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



Douglas F. Crane, Mayor

ATTEST:



Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Introduction of Olga Keough, Controller for the City of Ukiah Finance Department

DEPARTMENT: Finance **PREPARED BY:** Dan Buffalo, Finance Director

ATTACHMENTS:

None

Summary: Introduction of new team member, Olga Keough.

Background: The City completed a successful recruitment for the Controller position. Olga Keough was the candidate chosen.

Originally from Russia, Olga has been living in the United States for the last 17 years. She has a husband who is a teacher at Willits Middle School; a son who is 15; a daughter who is 13; and a dog and a cat. They moved from Coalinga, which is a town in Fresno County, a year and a half ago. When they have spare time, they like going to the beach at Fort Bragg or taking their dog on a hike in Brooktrails. She is glad to be a part of the City of Ukiah team and looks forward to getting to know the team!

Discussion: The entire Finance and IT Department is excited to have Ms. Keough join our team and wish to welcome her to the City of Ukiah.

Recommended Action: Receive Introduction.

BUDGET AMENDMENT REQUIRED:

CURRENT BUDGET AMOUNT:

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
December 17, 2019
5:00 p.m.

1. RECEPTION 5:00 P.M., CIVIC CENTER LOBBY

A reception was held in the Civic Center Lobby in honor of the 2019 Ukiah Lions Might Mite Football Team.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on December 17, 2019, having been legally noticed on January 10, 2020. Mayor Crane called the meeting to order at 5:03 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; and Shannon Riley, Deputy City Manager.

MAYOR CRANE PRESIDING.

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

4. NEW BUSINESS

a. Presentation of Certificates of Appreciation and Recognition to the 2019 Ukiah Lions Mighty Mite Football Team.

Presenters: Mayor Crane and Sage Sangiacomo, City Manager.

Certificates were presented and received.

5. ADJOURNMENT

There being no further business, the meeting adjourned at 5:28 p.m.

Shannon Riley, Deputy City Manager

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
December 18, 2019
6:00 p.m.

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on December 18, 2019, having been legally noticed on December 13, 2019. Mayor Crane called the meeting to order at 6:00 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.

Mayor Crane led a moment of silence in honor of Phil Baldwin, former Mayor and Councilmember.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Proclamation of the Ukiah City Council Recognizing CAL FIRE for Fire Prevention and Mitigation Efforts in the Ukiah Valley.

Presenter: Mayor Crane.

Proclamation was received by Mike Maynard, CAL FIRE Battalion Chief, and the CAL FIRE crew.

Public Comment: John McCowen, Mendocino County 2nd District Supervisor.

b. Introduction of Lieutenant Noble Waidelich and Police Officer Patrick Infante.

Presenter: Justin Wyatt, Police Chief.

Staff Comment: Noble Waidelich, Police Lieutenant.

Introduction was received.

c. Presentation from Greater Ukiah Business and Tourism Alliance Regarding Activities and Events.

Presenters: Shannon Riley, Deputy City Manager and Una Wirkebau, Greater Ukiah Business and Tourism Alliance Director.

Presentation was received.

4. PETITIONS AND COMMUNICATIONS

5. **APPROVAL OF MINUTES**

a. **Approval of the December 4, 2019, Regular Meeting Minutes**

Motion/Second: Mulheren/Brown to approve Minutes of December 4, 2019, 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. Approval of Disbursements for the Month of November – *Finance*.
- b. Approval of Notice of Completion for Northwestern Pacific Rail Trail Project Phase 2, Specification No. 17-12 – *Public Works*.
- c. Adoption of Resolution (2019-57) Approving Records Destruction – *City Clerk*.
- d. Adoption of Resolution (2019-58) to Extend the Declaration of a Local Emergency Related to the 2019 Winter Storm Event – *Community Services*.
- e. Consider Approval of Budget Amendment in the Amount of \$5,000 to the Dispatch Supplies and Equipment Account to Replace a Router – *Police*.
- f. Approval of Contract Amendment (COU No. 1516-143-A3) with Ukiah Waste Solutions for Biosolids Removal at the Wastewater Treatment Plant – *Water Resources*.
- g. Authorize the City Manager to Terminate Existing Contract with Muni Services, and Negotiate and Execute a Contract (COU No. 1920-191) for Sales, Use and Transactions Tax Auditing and Management Services with HDL Companies, and Adopt a Resolution (2019-59) of Confidentiality Authorizing HDL's Access to the Confidential Database – *Finance*.
- h. Update on Emergency Repair of Percolation Pond Levees at the Wastewater Treatment Plant, and Determine that Emergency Conditions Continue to Require the Repair of the Percolation Pond Levees – *Water Resources*.
- i. Approval of Notice of Completion for the 2019 Street Rehabilitation Project, Specification No. 19-08 and Approval of Corresponding Budget Amendment in the Amount of \$301,987 – *Public Works*.

Motion/Second: Brown/Mulheren to approve Consent Calendar Items 7a-7i, 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: Stephen Hunter and John McCowen, Mendocino County 2nd District Supervisor.

9. **COUNCIL REPORTS**

Presenters: Councilmembers Scalmanini and Mulheren, Vice Mayor Orozco.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager.

- **Special Meeting Follow-up** – City Manager Sangiacomo
- **Retirements** – City Manager Sangiacomo
- **In-service Day** – City Manager Sangiacomo
- **Dates for Long Range Planning Special Meeting** – City Manager Sangiacomo

Council Consensus to schedule the Long Range Planning Special Meeting on January 16, 2020, at 5:30 p.m.

11. PUBLIC HEARINGS (6:15 PM)

a. Consideration and Possible Adoption of a Resolution Amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department (*to be continued to the 1/15/20 meeting*).

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Brown/Scalmanini to continue the Public Hearing for the Fee Schedule for the Planning and Building Divisions of the Community Development Department, to the City Council meeting of January 15, 2020, at 6:00 p.m. 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. Consider Adoption of Resolution Adopting a 2020 Legislative Platform to Serve as Guidelines for Local, State, and Federal Legislative Matters.

Presenter: Shannon Riley, Deputy City Manager.

Motion/Second: Scalmanini/Brown to adopt a Resolution (2019-60) adopting a 2020 Legislative Platform to serve as guidelines for local, state, and federal legislative matters. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

13. NEW BUSINESS

a. Authorize City Manager to Negotiate and Execute a Purchase Agreement for Two Parcels APN 002-273-19, 002-273-30, Located at 501 South State Street, and Approve the Community Development Director's Determination that the Purchase of the Two Parcels Qualifies for a CEQA Exemption.

Presenter: Shannon Riley, Deputy City Manager.

Public Comment: Linda Sanders (*speaking as a resident.*)

Motion/Second: Brown/Scalmanini to approve the Community Development Director's Determination that the purchase of the two parcels qualifies for a CEQA exemption. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Brown/Scalmanini to authorize City Manager to negotiate and execute a Purchase Agreement (COU No. 1920-192) for the two parcels, APN 002-273-19, 002-273-30, located at 501 South State Street; and approve the corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

b. Possible Introduction by Title Only of Electric Vehicle Charging Station Parking Ordinance.

Presenter: Darcy Vaughn, Assistant City Attorney.

Motion/Second: Scalmanini/Mulheren to introduce the Ordinance by title only. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

City Clerk, Kristine Lawler, read the following Ordinance title into the record:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING ARTICLE 17 TO CHAPTER 1 AND AMENDING SECTION 7381 IN ARTICLE 3, CHAPTER 3 IN DIVISION 8 OF THE UKIAH CITY CODE TO REGULATE ELECTRIC VEHICLE CHARGING STATIONS.

Motion/Second: Scalmanini/Mulheren to introduce the Electric Vehicle Charging Station Parking Ordinance. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

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

Presenter: Mayor Crane and Sage Sangiacomo, City Manager.

Public Comment: John McCowen, Mendocino County 2nd District Supervisor.

Motion/Second: Brown/Scalmanini to adopt the 2020 City Council Special Assignment List (attached). Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 7:52 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d))

A. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (Number of potential cases: 1.)

B. Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)

b. Conference with Legal Counsel—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: 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. SCUk- CVPT-15-66036*

e. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 002-273-19-00 and 002-273-30-00

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Bank of America

Under Negotiation: Price & Terms of Payment

f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 002-192-14-00 (280 E. Standley)

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Onetoegether Solutions

Under Negotiation: Price & Terms of Payment

g. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

Direction was given to staff.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 8:20 p.m.

Kristine Lawler, City Clerk

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Disaster Council	Shall meet a minimum of twice a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Emergency Management Coordinator 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Mulheren Orozco- Alternate	Tami Bartolomei , Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Greater Ukiah Business & Tourism Alliance	2nd Tuesday of month, 4:30 p.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	Mulheren	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Mulheren- Alternate	Tim Eriksen, Public Works Director/City Engineer ; 463-6280 teriksen@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate	Sean White , Director of Water Resources; 463-5712 swwhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers	Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Scalmanini- Alternate	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena	Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer ; 463-6280 teriksen@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport	Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Bartolomei (appointed 12/19/18)	Tami Bartolomei , Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced	419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Shannon Riley, Deputy City Manager	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall	Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer ; 463-6280 teriksen@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA	County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Mulheren- Alternate	Sean White , Director of Water Resources; 463-5712 swwhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)	Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Bartolomei (appointed 12/19/18)	David Burton , Museum Director; 467-2836 dburton@cityofukiah.com

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Noble Waidelich, Police Lieutenant	Noble Waidelich , Police Lieutenant; 463-6249; nwaidelich@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Adventist Health Community Advisory Council	Quarterly: Aug. 27, 6:45 a.m. Nov 5, 6:45 a.m.	275 Hospital Drive Ukiah, CA 95482		275 Hospital Drive Ukiah, CA 95482 707-463-7623 Allyne Brown - Allyne.Brown@ah.org	Provides the Adventist Health Ukiah Valley (AHUV) Governing Board and Administration with advice, support, and suggestions on matter of importance to Mendocino, Lake and Sonoma Counties.	Brown	Kristine Lawler , City Clerk, 463-6217 klawler@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	Mulheren Brown- Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA		C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Alan Carter , Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries		Ukiah County Library 463-4491	Review library policy and activities	Mulheren	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482		511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA		151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	Mulheren/Orozco White (appointed 12/19/18)	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHSA Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services		Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers		Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	(positions not active) Crane Mulheren- Alternate	Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA		Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen , Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

LOCAL/COUNTY/REGIONAL/LIASENS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Doug Hutchison, Fire Chief ; 463-6263; dhutchison@cityofukiah.com
Mendocino County 5th 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 County's 5th District Supervisor	Brown	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com

2020 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Scalmanini	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Downtown Parking Management	Mulheren/Brown	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Public Works Project Specification Development	Crane/Mulheren	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Uniform Cost Accounting	Crane/Mulheren	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Marbut Study Ad Hoc	Brown/Scalmanini	Justin Wyatt, Police Operations Captain, 463-6760 jwyatt@cityofukiah.com
Cannabis Events	Mulheren/Brown	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Public Right of Way Related ADA Compliance	Scalmanini/Orozco	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mayor Rotation Guidelines	Brown/Crane	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
2020 Rate Study for Sewer	Brown/Orozco	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 20/21 Budget	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion, Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Scalmanini	Sage Sangiacomo, City Manager 463-6221 ssangiacomo@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
2020 Electric Rate Study	Crane/Scalmanini	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com



AGENDA SUMMARY REPORT

SUBJECT: Possible Adoption of Electric Vehicle Charging Station Parking Ordinance.

DEPARTMENT: City Attorney **PREPARED BY:** Darcy Vaughn, Assistant City Attorney

ATTACHMENTS:

1. Attachment 1 - EV Charging Station Ordinance Introduced

Summary: The City Council will consider adoption of the Electric Vehicle Charging Station Parking Ordinance.

Background: Over the past three years, a number of electric vehicle charging stations have been installed in City-owned parking lots. In addition to the eight Tesla charging stations adjacent to the Conference Center Parking Lot (Lot E), four new Charge Point EV Chargers were recently installed in the Oak Street Parking Lot (Lot A). The chargers will provide 24/7 customer convenience and customer support for anyone with an electric vehicle. However, the Ukiah City Code currently lacks an enforcement provision that would ensure that the City can continually make these chargers available to customers by allowing City staff to cite or remove vehicles that are illegally parked, i.e. not utilizing the charging stations, in the parking spaces designated for electric vehicle charging in City-owned parking lots. Because the City is likely to continue to develop electric vehicle charging stations in City-owned parking lots and, eventually, on public streets, City staff recommends amendment of the City Code to allow for enforcement of City regulations applicable to parking at electric vehicle charging stations.

California Vehicle Code Section 22511 authorizes the City, by ordinance or resolution, to designate stalls or spaces in an off-street parking facility owned or operated by the City or on a public street in the City's jurisdiction for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes. In addition, under Section 22511, after notifying the Ukiah Police Department, the City may cause the removal of a vehicle from a designated electric charging stall or space if the vehicle is not connected for electric charging purposes, with removal to the "nearest garage ... that is owned, leased or approved for use by the a public agency..." Section 22511(d)(1) sets forth requirements for posting and noticing that must be met before the City is authorized to remove vehicles illegally parked in electric vehicle charging spaces.

At their December 18, 2019 meeting, the City Council discussed the proposed Ordinance and unanimously voted to introduce by title only the Electric Vehicle Charging Station Parking Ordinance.

Staff recommends that the Council adopt the proposed Electric Vehicle Charging Station Parking Ordinance attached as "Attachment 1".

Discussion: The Electric Vehicle Charging Station Parking Ordinance, which is attached here as Attachment 1, adds Article 17 to Chapter 1, Division 8 of the City Code, which regulates parking at electronic vehicle charging stations in City-owned parking lots or on public streets. The Ordinance authorizes the City's Traffic Engineer to designate spaces on public streets or in City-owned parking lots for exclusive parking of electric vehicles that are connected to electric vehicle charging stations and in the process of charging said vehicles. Once these parking spaces are designated, the Ordinance charges the Public Works Department with the

responsibility of placing signs or markings giving adequate notice that the parking space or spaces are restricted and to be used only for such electric vehicles. For those parking spaces that are leased, such as the spaces in Lot E that are leased to Tesla, the lessee is responsible for placing the signs and markings giving notice of the parking restriction. This provision in the Ordinance cites to the notice and posting requirements in Section 22511, indicating that these signs or markings will comply with the specific content and location requirements set forth in Section 22511.

Furthermore, the Ordinance sets forth restrictions for use of designated electric vehicle charging station spaces. Specifically, the Ordinance prohibits parking in these designated spaces, or obstructing these designated spaces unless the vehicle is connected for electric charging or the signage for the space indicates that general parking in the space is permitted. Finally, the Ordinance authorizes the City to cite and impose fines on individuals violating the Ordinance, and also authorizes the Ukiah Police Department to remove or cause the removal of vehicles that are parked in violation of the Ordinance for more than thirty (30) hours.

The current version of the Electric Vehicle Charging Station Parking Ordinance reflects a wide array of community, City staff, and Council input. The Ordinance is now ready for consideration for adoption

Recommended Action: Staff asks that the City Council adopt the Electric Vehicle Charging Station Parking Ordinance.

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:

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING
ARTICLE 17 TO CHAPTER 1 AND AMENDING SECTION 7381 IN ARTICLE 3,
CHAPTER 3 IN DIVISION 8 OF THE UKIAH CITY CODE TO REGULATE ELECTRIC
VEHICLE CHARGING STATIONS.**

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

SECTION ONE. A new Article 17, entitled "Regulation of Electric Charging Station Spaces on City Streets and Municipal Off-Street Parking Lots" shall be added to Chapter 1, Division 8 of the Ukiah City Code and shall read as follows.

**ARTICLE 17. REGULATION OF ELECTRIC CHARGING STATION SPACES
ON CITY STREETS AND MUNICIPAL OFF-STREET PARKING LOTS**

Sections:

7260 Definitions

7261 Method of Regulation

7262 Signs or Markings for Electric Vehicle Charging Stations

7263 Restrictions for Electric Vehicle Charging Stations.

§7260 DEFINITIONS

The following words and phrases contained in this Section when used in this Division shall, for the purpose of this Division, have the meanings respectively ascribed to them in this Section.

A. "Charging" means an electric vehicle parked at an electric vehicle charging station which is electrically connected to the charging station equipment.

B. "Electric Vehicle" means a "motor vehicle" as defined in the California Vehicle Code, and (i) which displays the State of California Air Board ZEV (Zero Emission Vehicle) sticker or (ii) any vehicle defined by the California Air Resources Board as "off-vehicle charge capable" meaning having the capability to charge a battery from an off-vehicle electric energy source that cannot be connected or coupled to the vehicle in any manner while the vehicle is being driven.

C. “Electric Vehicle Charging Station” means one or more electric vehicle charging spaces served by electric vehicle charger(s) or other charging equipment allowing charging of electric vehicles.

§7261 METHOD OF REGULATION

The City Traffic Engineer is authorized in accordance with the purposes of this chapter to designate spaces on public streets and in Municipal off-street public parking facilities for the exclusive parking of electric vehicles that are connected to Electric Vehicle Charging Stations for the purpose of transferring electricity to the battery or other energy storage device of an electric vehicle.

§7262 SIGNS OR MARKINGS FOR ELECTRIC VEHICLE CHARGING STATIONS

Upon designation of a parking space or spaces for the exclusive use of electric vehicles pursuant to Subsection 7261 of this Article, the Public Works department, or, if the space is leased, the tenant, shall place signs or markings giving adequate notice that the parking space or spaces are restricted and to be used only for such electric vehicles. The signs or markings shall be in compliance with the specific content and location requirements set forth in California Vehicle Code § 22511(d) indicating that vehicles left standing in violation of the restriction may be removed. The parking restriction shall not apply to the designated parking spaces until the sign or markings have been placed.

§7263 RESTRICTIONS FOR ELECTRIC VEHICLE CHARGING STATIONS

A. In parking spaces designated by the use of markings and/or posting as Electric Vehicle Charging Stations in which general parking is prohibited, only Electric Vehicles are allowed to park for charging.

B. It is unlawful for a person to park or leave standing a vehicle in a parking space designated by the use of markings and/or posting as an Electric Vehicle Charging Station in which general parking is prohibited, on a public street or Municipal off-street parking facility unless the vehicle is connected for electric charging.

C. It shall be unlawful for a person to obstruct, block, or otherwise bar access to a parking space designated by the use of markings and/or posting as an Electric Vehicle Charging Station in which general parking is prohibited, on a public street or Municipal off-street parking facility unless the person's vehicle is parked or left standing in the stall or space while the vehicle is connected for electric charging.

D. The Ukiah Police Department is authorized to remove or cause the removal of vehicles parked in violation of this Section in accordance with California Vehicle Code § 22511.

§7264 INFRACTION PENALTY FOR VIOLATING THIS ARTICLE

It shall be unlawful and constitute an infraction for any person to violate any provision of this Article. Any such violation shall be punishable by a fine not exceeding fifty-five dollars (\$55.00).

SECTION TWO.

Section 7381, entitled "Removal of Vehicles" in Article 3, Chapter 3, Division 8 of the Ukiah City Code shall be amended to read as follows.

§7381 REMOVAL OF VEHICLES

The Police Department is hereby empowered to remove, or cause to have removed to the nearest garage, vehicle storage facility, or other place of safety, or to a garage designated or maintained by the City, any vehicle that is stopped, standing or parked on any municipal off-street parking lot in violation of §§ 7263, 7318, 7352, 7361 or 7366 of this Chapter or which is left for a period exceeding thirty (30) hours. The provisions of Chapter 10 of Division 11 of the Vehicle Code of the State of California pertaining to notice to owner and garage keeper's lien, shall apply in the event of such removal.

SECTION THREE.

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs,

sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on December 18, 2019, by the following roll call vote:

AYES: Councilmembers Mulheren, Brown, Scalmanini, Orozco, and Mayor Crane

NOES: None

ABSENT: None

ABSTAIN: None

Adopted on _____, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Consider Approval of Budget Amendment in the Amount of \$9,500 for Emergency Fuel for the Public Safety Power Shutoff Event that was not Anticipated.

DEPARTMENT: Public Works **PREPARED BY:** Candice Rasmason, Accounts Payable

ATTACHMENTS:

None

Summary: Consider Approval of Budget Amendment in the amount of \$9,500 for emergency fuel for the Public Safety Power Shutoff event in October.

Background: There were unexpected expenses due to the Public Safety Power Shutoff event in October. Fuel was purchased to fill the generators at the Waste Water Treatment Plant and Water Treatment Plant in order to keep these essential services operating during the outage.

Discussion: Staff is asking Council to approve a budget amendment in the amount of \$9,500 for emergency fuel required for the Public Safety Power Shutoff event.

Recommended Action: Consider Approval of Budget Amendment in the amount of \$9,500 for emergency fuel for the Public Safety Power Shutoff event that was not anticipated.

BUDGET AMENDMENT REQUIRED: Yes

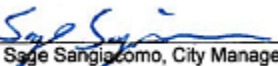
CURRENT BUDGET AMOUNT: 82027111.56210 - \$0, 20824300.56210 - \$0

PROPOSED BUDGET AMOUNT: 82027111.56210 - \$5,000, 20824300.56210 - \$4,500

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Jarod Thiele, Management Analyst; Dan Buffalo, Finance Director

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution Appointing Diane Knox to the Paths, Open Space, and Creeks Commission.

DEPARTMENT: City Clerk **PREPARED BY:** Kristine Lawler, City Clerk

ATTACHMENTS:

1. Policy Resolution No. 2014-48
2. Application
3. Nomination Memo
4. Proposed Resolution

Summary: Council will review and possibly adopt a resolution making the reappointment to the Paths, Open Space, and Creeks Commission (POSCC).

Background: Resolution 2014-48, which sets forth the procedure for filling vacancies on City Commissions and Boards, is attached (Attachment 1).

On August 14, 2019, Christopher Watt resigned from the POSCC. The vacancy was duly noticed on August 15, 2019 and October 11, 2019, in the Office of the City Clerk, the Ukiah Branch of the Mendocino County Library, the Public View Binder, and the Civic Center Glass Case initially as a position for a “Resident within the Sphere of Influence.” It was then discovered that Resolution 2007-28 changed the position to read “Residence within Mendocino County,” which was never updated in the City Code. Therefore, the position was re-noticed on December 11, 2019, with the new residency requirements, and the correction was sent to the codifier.

The Clerk’s office received an application (Attachment 2) from Diane Knox for appointment to the ‘Residence within Mendocino County’ position, which meets the criteria for the appointment. Mayor Crane, being the next in line to make a nomination to POSCC, has nominated Ms. Knox for appointment (Attachment 3).

Discussion: Staff recommends that City Council adopt the attached resolution (Attachment 4), appointing Diane Knox to the Residence within Mendocino County position on the Paths, Open Space and Creeks Commission.

Recommended Action: Adopt Resolution appointing Diane Knox to the Paths, Open Space, and Creeks Commission (POSCC), term to expire January 15, 2023.

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

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2014-48

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING PROCEDURE FOR FILLING VACANCIES ON CITY BOARDS AND COMMISSIONS**WHEREAS,**

1. Ukiah City Code 1151 and 1161 provides that members of the Design Review Board and Planning Commission shall be appointed in accordance with a procedure established by resolution of the City Council; and
2. The City Council has determined that using a uniform procedure will insure fair and consistent treatment of candidates and Councilmembers; and
3. The City Council has determined to amend its procedures for appointing board members and commissioners.

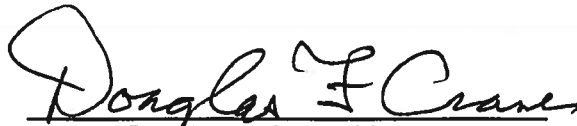
NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council hereby adopts the following amended procedure for filling vacancies on the City's boards and commissions:

- The City Council shall develop a pool of applicants for vacancies by posting a general advertisement once a year, preferably in June before the June 30th expirations, in a newspaper of general circulation in Ukiah, and by noticing available vacancies as they occur on the city's website, in the library, on popular social media sites (Facebook and Twitter), and in the glass cabinet located in front of the Civic Center subject to Government Code Section 54970-54974. Applications shall be received, reviewed for eligibility, and brought forward as they are submitted.
- If more applications have been received than position(s) available, the City Council will conduct interviews for the position.
- All applications received shall be kept on file in the City Clerk's office for a period of one (1) year.
- Incumbents seeking reappointment for an additional term only need to complete the contact portion of the application and not the questionnaire.
- City staff seeking appointment in their capacity as City staff and elected officials seeking appointment in their capacity as elected officials do not need to fill out an application.
- **Nominations:** Each Councilmember, including the Mayor, shall have the right to nominate a candidate from the available pool of applicants.
 - a. The right to place a name before the City Council for consideration shall rotate among the Councilmembers based on seniority with the most senior Councilmember going first.
 - b. The Council shall vote on nominations presented.
 - c. A councilmember's right to make a nomination shall rotate to the next most senior Councilmember, once that Councilmember's nomination is approved by a majority vote of the Councilmembers present, or the Councilmember agrees to pass the nomination to the next most senior Councilmember.
 - d. This process for rotating the right to nominate candidates among Councilmembers to fill vacancies shall be followed for each separate board or commission.

1. The City Clerk shall maintain a record of the last Councilmember to make a nomination for each board or commission.
2. When another vacancy must be filled on that board or commission, the next Councilmember in line to make a nomination for that board or commission shall make the first nomination to fill the vacancy.

PASSED AND ADOPTED this 17th day of December, 2014, by the following roll call vote:

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


Douglas F. Crane, Mayor

ATTEST:


Kristine Lawler, City Clerk

CITY OF UKIAH
PATHS, OPEN SPACE, AND CREEKS COMMISSION APPLICATION FOR APPOINTMENT

A. General Information

Full Name	Diane Knox			Date	11-14-19		
Residence Address (Physical Address, not PO)	[REDACTED]			Potter Valley 95469			
Mailing Address (if different from above)							
Home Phone	[REDACTED]			Work Phone	()		
Email	@			Cell Phone	[REDACTED]		
Employer	Retired						
Business Address							
Job Title/Position				Employed Since			
How long have you resided in:	Ukiah?	12yrs	Mendocino County?	43yrs	California?	43yrs	
Please list community groups or organizations you are affiliated with and list any offices held.	Potter Valley Garden Club						

B. Please answer the following on a separate sheet(s) of paper and attach.

1. Why are you applying to serve on the City of Ukiah's Paths, Open Space, and Creeks Commission?
2. What is your understanding of the purpose, role and responsibility of the Paths, Open Space, and Creeks Commission?
3. How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Paths, Open Space, and Creeks Commission?
4. In your opinion, what type of programs or development should the City encourage?
5. What kind of ideal community do you envision for Ukiah?
6. Do you have any known projects or conflict of interest related to this Commission?
7. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?

Signature of Applicant

Diane Knox

Date

11-14-19

Thank you for your interest in serving your community and the City of Ukiah.

Please return this application and attachments to the City Clerk's office at 300 Seminary Avenue, Ukiah, CA 95482. If you have any questions, please contact the City Clerk's office at (707) 463-6217.

POSC Commission Application

Diane Knox

1. My friend, Jeanne Chinn, who currently serves on the commission, suggested that with my background I might be interested in this community service. I attended a meeting and decided she is right.
2. My understanding is that this body serves in an advisory capacity to the Planning Commission and City Council on the subject of paths, open space and creeks within the city of Ukiah.
3. I am a retired employee of the USDI, Bureau of Land Management. I worked out of the Ukiah Field Office from February 1977 to August 2007. I was a right-of-way agent for the majority of my career, obtaining road and trail easements and fee title to properties in counties throughout California, from Imperial County in the south to Siskiyou County in the north. I conducted negotiations with corporations and private landowners. This position required a working knowledge of title documents, environmental regulations, planning documents and road and trail standards, as well as long-term federal goals for projects. I also processed eminent domain actions where necessary. During the last decade of my career I also became the Resource Information Specialist for the field office, running the BLM GIS program for several of the northwestern counties in California.
4. I like what I see happening with the railroad trail, although it does have some challenges which need to be addressed.
5. I would like to see a community which addresses the difficult issues, such as the homeless camping along trails and roadways, with both practicality and compassion, so that citizens and visitors can safely enjoy our beautiful home.
6. None that I am aware of.
7. Not at this time.

MEMORANDUM*City of Ukiah*

Date: January 7, 2020
To: Kristine Lawler, City Clerk
From: Douglas F. Crane, Councilmember
Subject: Nomination for Paths, Open Space, and Creeks Commission

I nominate Diane Knox for the Paths, Open Space, and Creeks Commission a County Resident Representative, to be considered at the January 15, 2020, Regular City Council meeting.

Signature

A handwritten signature in blue ink, appearing to read "Douglas F. Crane". The signature is fluid and cursive, with the first name "Douglas" being the most prominent. It is written over a horizontal line.

RESOLUTION NO. 2020-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPOINTING DIANE KNOX TO THE PATHS, OPEN SPACE, AND CREEKS COMMISSION**

WHEREAS, Chris Watt from the Paths, Open Space, and Creeks Commission (POSCC) on August 14, 2019; and

WHEREAS, the POSCC vacancy was duly noticed on August 15, 2019 and October 11, 2019, in the Office of the City Clerk, the Ukiah Branch of the Mendocino County Library, the Public View Binder, and the Civic Center Glass Case initially as a position for a “Resident within the Sphere of Influence;” and then the position title was corrected per resolution 2007-28 to read “Residence within Mendocino County,” and re-noticed on 12/11/19; and

WHEREAS, the city clerk’s office received an application from Diane Knox for appointment that meets the criteria, with no other applications having been received; and

WHEREAS, Mayor Crane has nominated Ms. Knox’s appointment.

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council approve the nomination, submitted per procedures outlined in Resolution 2014-48, and does hereby appoint the following person and term:

BOARD/ COMMISSION	NAME	POSITION	NOMINATED BY COUNCILMEMBER
Paths, Open Space, and Creeks Commission	Diane Knox	Commissioner - Resident in City Limits (Term expires January 2023)	Crane

PASSED AND ADOPTED this 15th day of January 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution to Extend the Declaration of a Local Emergency Related to the 2019 Winter Storm Event.

DEPARTMENT: Community
Services

PREPARED BY: Tami Bartolomei, Community Services
Administrator

ATTACHMENTS:

1. Attachment_1_Local_Emergency_City_of_Ukiah
2. Attachment 2 Local Emergency City of Ukiah
3. Attachment 3 Local Emergency City of Ukiah
4. Attachment 4 Local Emergency City of Ukiah
5. Attachment 5 Local Emergency City of Ukiah
6. Attachment 6 - Local Emergency City of Ukiah
7. Attachment 7 Local Emergency City of Ukiah
8. Attachment 8 -Local Emergency City of Ukiah
9. Attachment 9 Local Emergency City of Ukiah
10. Attachment 10 Local Emergency City of Ukiah
11. Attachment 11 Local Emergency City of Ukiah
12. Attachment 12 Local Emergency City of Ukiah
13. Attachment 13 Local Emergency City of Ukiah
14. Attachment 14 Local Emergency City of Ukiah

Summary: Council will consider adopting a resolution extending the declaration of a local emergency related to the 2019 Winter Storm Events.

Background: On February 27, 2019, the City Manager/Emergency Director, under the authority in Ukiah City Code Section (5125 (Ordinance No. 995, §1), proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah (Attachment 1). Under Ukiah City Code Section 5127, the City Council must review the declaration of a local emergency at least every forty-five (45) days until the need for continuing the local emergency has ended.

On March 6, 2019, City Council agreed with the City Manager/Emergency Director and ratified and adopted Resolution No. 2019-08 (Attachment 2).

On March 20, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-09 (Attachment 3).

On April 3, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-12 (Attachment 4).

On April 17, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-16 (Attachment 5).

On May 1, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-20 (Attachment 6).

On May 15, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-22 (Attachment 7).

On June 19, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-27 (Attachment 8).

On July 17, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-38 (Attachment 9).

On August 21, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-44 (Attachment 10).

On October 2, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-46 (Attachment 11).

On November 6, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-48 (Attachment 12).

On December 18, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-58 (Attachment 13).

Discussion: State and Federal recovery agencies, California Office of Emergency Services, and FEMA visited the City of Ukiah on March 7, 2019, and completed a preliminary damage assessment summary. This assessment estimated the total cost of storm damage at \$1,588,000. Included in these costs were equipment use and staff response costs to the disaster emergency, and damages to both the Water Treatment Plant and Waste Water Treatment Plant.

On July 10, 2019, City staff attended the required Recovery Scoping Meeting (RSM) with FEMA and Cal OES to review cost damages. Upon the completion of this meeting, the City of Ukiah had 60 days from the date of the RSM to identify all damages to be claimed for the winter storm disaster. Staff informed FEMA and Cal OES that, in addition to damages at the Water and Waste Water Treatment Plants, damages were also identified to two storm drains that run through the golf course (servicing drainage throughout that region) with an estimated repair cost of \$400,000. Additionally, staff had identified damages to the south percolation pond levee. An estimator from FEMA came and evaluated the additional damages and gave approval to include these damages in the reimbursement process.

Damage repairs to the water basins at the Water Treatment Plant and liner repair at the Waste Water Treatment Plant are completed. The City has received some reimbursement for staff emergency disaster response. Staff continues working with FEMA for reimbursement for all damages the City sustained from the 2019 winter storm event.

Staff is recommending Council determine that the need for a declaration of a local emergency has not ended by adopting the proposed Resolution (Attachment 14) because of ongoing assessments/repairs.

Recommended Action: Adopt Resolution to extend the declaration of a local emergency related to the 2019

winter storm events.

BUDGET AMENDMENT REQUIRED: N/A

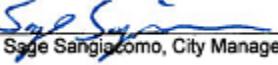
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Ukiah City Code Section 5125 (Ordinance No. 995, §1) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session: and

WHEREAS, on February 21, 2019, the Governor of California proclaimed that the atmospheric river system that has swept across California has created conditions producing a State of Emergency in counties throughout the state; and

WHEREAS, the County of Mendocino proclaimed a Local Emergency on February 26, 2019, due to the severe winter storms commencing on February 25, 2019; and

WHEREAS, the Director of Emergency Services of the City of Ukiah does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City, caused by the severe winter storms which began to impact the City on February 25, 2019; and

WHEREAS, on the February 26, 2019, heavy rains from the winter storm have produced inflows to the City's Wastewater Treatment Plant that exceed the secondary effluent storage capacity of the plant's percolation ponds; and

WHEREAS, these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council of the City of Ukiah is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Ukiah.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and ordinances and resolutions of this City, and that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by City Council of the City of Ukiah.

Dated: 2-27-19 By: Sage Squirin
Director of Emergency Services

Print Name Sage Squirin
Address 300 Seminar, Ave.

RESOLUTION NO. 2019-08

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RATIFYING FEBRUARY 27, 2019, PROCLAMATION OF A LOCAL EMERGENCY

WHEREAS:

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City") beginning February 25th and conditions still exists. A true and correct copy of the Resolution Proclaiming Existence of a Local Emergency is attached hereto as Exhibit A and incorporated herein by this reference; and
2. While heavy rainfall has temporarily stopped, soils are saturated, heavy run-off continues, conditions at the City's Wastewater Treatment Plant continue to risk a breach of the holding ponds, and additional rainfall is predicted, all of which threaten to continue or create local emergency conditions; and
3. The City Council has reviewed Exhibit A and concurs with the findings in the Proclamation; and
4. The City Council will review this declaration at its next regular meeting, occurring not more than 14 days from the date the Resolution Proclaiming Existence of a Local Emergency is ratified by this resolution;

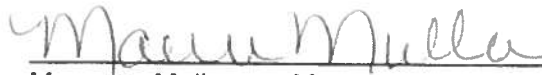
NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies the proclamation of a "local emergency" by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council. The City Council shall review the need for continuing the local emergency at least once every 14 days until its termination is proclaimed by the City Council.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

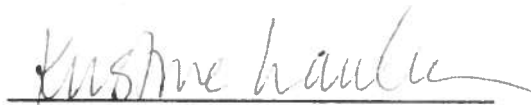
BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 6th day of March 2019, by the following roll call vote:

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Ukiah City Code Section 5125 (Ordinance No. 995, §1) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on February 21, 2019, the Governor of California proclaimed that the atmospheric river system that has swept across California has created conditions producing a State of Emergency in counties throughout the state; and

WHEREAS, the County of Mendocino proclaimed a Local Emergency on February 26, 2019, due to the severe winter storms commencing on February 25, 2019; and

WHEREAS, the Director of Emergency Services of the City of Ukiah does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City, caused by the severe winter storms which began to impact the City on February 25, 2019; and

WHEREAS, on the February 26, 2019, heavy rains from the winter storm have produced inflows to the City's Wastewater Treatment Plant that exceed the secondary effluent storage capacity of the plant's percolation ponds; and

WHEREAS, these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council of the City of Ukiah is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Ukiah.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and ordinances and resolutions of this City, and that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by City Council of the City of Ukiah.

Dated: 2-27-19

By: Sgt. Squin
Director of Emergency Services

Print Name Sgt. Squin

Address 300 Seminar Ave

RESOLUTION NO. 2019-09

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RATIFYING FEBRUARY 27, 2019, PROCLAMATION OF A LOCAL EMERGENCY

WHEREAS:

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City") beginning February 25th and conditions still exists. A true and correct copy of the Resolution Proclaiming Existence of a Local Emergency is attached hereto as Exhibit A and incorporated herein by this reference; and
2. While heavy rainfall has temporarily stopped, soils are saturated, heavy run-off continues, conditions at the City's Wastewater Treatment Plant continue to risk a breach of the holding ponds, and additional rainfall is predicted, all of which threaten to continue or create local emergency conditions; and
3. The City Council has reviewed Exhibit A and concurs with the findings in the Proclamation; and
4. The City Council will review this declaration at its next regular meeting, occurring not more than 14 days from the date the Resolution Proclaiming Existence of a Local Emergency is ratified by this resolution;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies the proclamation of a "local emergency" by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council. The City Council shall review the need for continuing the local emergency at least once every 14 days until its termination is proclaimed by the City Council.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

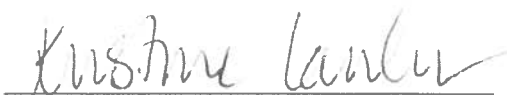
BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 20th day of March 2019, by the following roll call vote:

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Ukiah City Code Section 5125 (Ordinance No. 995, §1) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on February 21, 2019, the Governor of California proclaimed that the atmospheric river system that has swept across California has created conditions producing a State of Emergency in counties throughout the state; and

WHEREAS, the County of Mendocino proclaimed a Local Emergency on February 26, 2019, due to the severe winter storms commencing on February 25, 2019; and

WHEREAS, the Director of Emergency Services of the City of Ukiah does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City, caused by the severe winter storms which began to impact the City on February 25, 2019; and

WHEREAS, on the February 26, 2019, heavy rains from the winter storm have produced inflows to the City's Wastewater Treatment Plant that exceed the secondary effluent storage capacity of the plant's percolation ponds; and

WHEREAS, these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council of the City of Ukiah is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Ukiah.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and ordinances and resolutions of this City, and that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by City Council of the City of Ukiah.

Dated: 2-27-19

By: Sgt. Squire
Director of Emergency Services

Print Name Sgt. S. Squire

Address 300 Seminar Ave

RESOLUTION NO. 2019-12

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH**WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved continuing of the Local Emergency Resolution Proclamation.
4. Rainfall continues throughout the Ukiah Valley, soils are saturated, run-off continues, conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
5. The City Council will review this declaration at its April 17th regular meeting, occurring not more than 14 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

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

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Ukiah City Code Section 5125 (Ordinance No. 995, §1) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session: and

WHEREAS, on February 21, 2019, the Governor of California proclaimed that the atmospheric river system that has swept across California has created conditions producing a State of Emergency in counties throughout the state; and

WHEREAS, the County of Mendocino proclaimed a Local Emergency on February 26, 2019, due to the severe winter storms commencing on February 25, 2019; and

WHEREAS, the Director of Emergency Services of the City of Ukiah does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City, caused by the severe winter storms which began to impact the City on February 25, 2019; and

WHEREAS, on the February 26, 2019, heavy rains from the winter storm have produced inflows to the City's Wastewater Treatment Plant that exceed the secondary effluent storage capacity of the plant's percolation ponds; and

WHEREAS, these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council of the City of Ukiah is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Ukiah.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and ordinances and resolutions of this City, and that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by City Council of the City of Ukiah.

Dated: 2-27-19

By: Sage Singsome
Director of Emergency Services

Print Name Sage Singsome
Address 300 Seminary Ave

RESOLUTION NO. 2019-16

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH**WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. Rainfall continues throughout the Ukiah Valley, soils are saturated, run-off continues, conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
6. The City Council will review this declaration at its May 15th regular meeting, occurring not more than 45 days from the date this resolution is adopted;

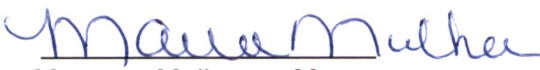
NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on May 15, 2019.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 17th day of April 2019, by the following roll call vote:

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


 Maureen Mulheren, Mayor

ATTEST:



Kristine Lawler, City Clerk

RESOLUTION NO. 2019-20**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. Rainfall continues throughout the Ukiah Valley, soils are saturated, run-off continues, conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
7. The City Council will review this declaration at its May 15th regular meeting, occurring not more than 14 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on May 15, 2019.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 1st day of May 2019, by the following roll call vote:

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION NO. 2019-22**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. Impacts from heavy rainfall continue as soils are saturated, run-off continues, conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
8. The City Council will review this declaration at its June 19th regular meeting, occurring not more than 45 days from the date this resolution is adopted;

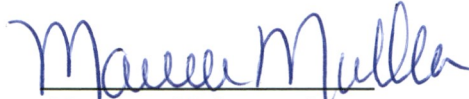
NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on June 19, 2019.

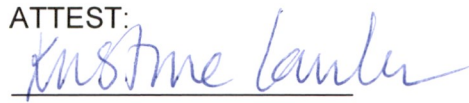
BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 15th day of May 2019, by the following roll call vote:

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


Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

RESOLUTION NO. 2019-27**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
9. The City Council will review this declaration at its July 17th regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on July 17, 2019.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

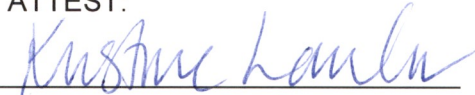
BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 19th day of June 2019, by the following roll call vote:

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


Maureen Mulheren, Mayor

ATTEST:


Kristine Lawler, City Clerk

RESOLUTION NO. 2019-38**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. On June 19, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
9. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
10. The City Council will review this declaration at its August 21st regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on August 21, 2019.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of

Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 17th day of July 2019, by the following roll call vote:

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


Maureen Mulheren, Mayor

ATTEST:



Kristine Lawler, City Clerk

RESOLUTION NO. 2019-44**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. On June 19, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
9. On July 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
10. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
11. The City Council will review this declaration at its October 2nd regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on October 2, 2019.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

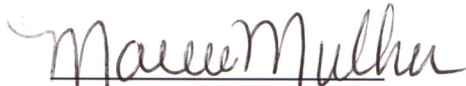
PASSED AND ADOPTED this 21st day of August 2019, by the following roll call vote:

AYES: Councilmembers Orozco, Brown, Scalmanini, Crane and Mayor Mulheren

NOES: None

ABSENT: None

ABSTAIN: None


Maureen Mulheren, Mayor

ATTEST:



Kristine Lawler, City Clerk

RESOLUTION NO. 2019-46**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. On June 19, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
9. On July 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
10. On August 21, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
11. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
12. The City Council will review this declaration at its November 6th regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on November 6, 2019.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 2nd day of October 2019, by the following roll call vote:

AYES: Councilmembers Orozco, Brown, Scalmanini, Crane, and Mayor Mulheren

NOES: None

ABSENT: None

ABSTAIN: None


Maureen Mulheren, Mayor

ATTEST:



Kristine Lawler, City Clerk

RESOLUTION NO. 2019-48**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. On June 19, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
9. On July 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
10. On August 21, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
11. On October 2, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
12. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
13. The City Council will review this declaration at its December 18th regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to

continue until it is further reviewed by the City Council at its regular meeting on November 6, 2019.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 6th day of November 2019, by the following roll call vote:

AYES: Councilmembers Orozco, Brown, Scalmanini, Crane and Mayor Mulheren

NOES: None

ABSENT: None

ABSTAIN: None


Maureen Mulheren, Mayor

ATTEST:


Kristine Lawler, City Clerk

RESOLUTION NO. 2019-58

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH

WHEREAS:

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. On June 19, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
9. On July 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
10. On August 21, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
11. On October 2, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
12. On November 6, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
13. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and

14. The City Council will review this declaration at its January 15, 2020 regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on January 15, 2019.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 18th day of December 2019, by the following roll call vote:

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


Douglas F. Crane, Mayor

ATTEST:


Kristine Lawler, City Clerk

RESOLUTION NO. 2020-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
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5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. On June 19, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
9. On July 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
10. On August 21, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
11. On October 2, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
12. On November 6, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
13. On December 18, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.

14. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
15. The City Council will review this declaration at its February 19, 2020 regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on February 19, 2020.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 15th day of January 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Notification of Acquisition of Professional Services from Occu- Med for Medical Examinations in the Amount of \$10,472.00.

DEPARTMENT: Fire **PREPARED BY:** Doug Hutchison, Fire Chief

ATTACHMENTS:

1. Occu Med Cost Quote_Att 1

Summary: Council will receive a report regarding the acquisition of services for annual physical examinations for Ukiah Valley Fire Authority personnel.

Background: Firefighting is an inherently dangerous and strenuous profession. The National Fire Protection Association (NFPA), International Association of Fire Chiefs (IAFC), and the International Association of Firefighters (IAFF), have long recognized this and have promoted numerous standards regarding Firefighter safety and health, all of which include annual physical exams specific to the risks that Firefighters face.

Discussion: This report is provided in compliance with City Code requiring the reporting of acquisition of professional services in excess of \$10,000.00.

Occu-Med was selected to provide these services based upon their extensive experience with these types of exams, their ability to do so on site in a single day, and their lower per exam cost.

Recommended Action: Receive and file report on acquisition of professional services from Occu-Med for medical exams for Fire Authority personnel

BUDGET AMENDMENT REQUIRED: No

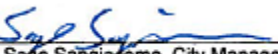
CURRENT BUDGET AMOUNT: \$11,200.00

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 91521400/10021210.54161

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 46246

COORDINATED WITH: Doug Hutchison, Fire Chief

Approved: 
Sage Sangiacomo, City Manager



James A. Johnson
President & CEO

On-Site Medical Evaluation Services
Service Agreement

October 3, 2019

Chief Doug Hutchison
Ukiah Valley Fire Authority
1500 South State Street
Ukiah, CA 95482

Re: Service Agreement for On-Site Medical Evaluations

Dear Chief Hutchison:

Occu-Med is pleased to provide on-site medical evaluations to Ukiah Valley Fire Authority. The specifics of Occu-Med's on-site medical evaluations for your District are outlined below.

Project Specifications

Location: Your firehouse (1500 South State Street Ukiah, CA 95482)
of evaluations: 14 (plus 8 HAZMAT laboratory testing)
Days on site: To accomplish the on-site evaluations of all 14 personnel, Occu-Med will perform all exam components during the first day on-site, November 14, 2019.

Daily Equipment, Labor, and Administration Charges	Total Cost	Included
Program set-up and travel		Included
Daily equipment usage		Included
Daily labor		Included*
<i>*Cancellation or rescheduling of these evaluations will require payment of medical provider fees.</i>		
One Day of NFPA-Compliant Medical Evaluations	Total Cost	\$10,472.00
Performance of examination and testing		Included
Occu-Med medical history questionnaire		Included
General physical examination with physician		Included
Audiogram		Included
Pulmonary function test		Included
PPD (TB) skin test		Included
Treadmill Stress Test (per BRUCE protocol)		Included
Blood Chemistry Panel		Included
Complete Blood Count		Included
Mercury (Heavy Metals)		Included (x8)

Arsenic (Heavy Metals)	Included (x8)
Cholinesterase (Heavy Metals)	Included (x8)
Lead Standard Profile (Heavy Metals)	Included (x8)
OSHA respirator questionnaire (when requested)	Included
Medical review and placement recommendation	Included
RDQA**	Included

***RDQA is Occu-Med's proprietary process in which it communicates directly with the applicant or employee to obtain additional medical information needed to ensure the individual's ability to safely perform the essential functions of a Firefighter.*

Cancellation

Due to the need to reserve medical staff to perform your on-site evaluations, cancellations should be avoided whenever possible. If the on-site evaluations are canceled or rescheduled, medical provider fees will be incurred by Occu-Med and must be billed to your District.

I, Chief Douglas Hutchison hereby authorize Occu-Med to utilize Ukiah Valley Fire Authority's facilities (located at 300 Seminary Avenue Ukiah, CA) to conduct on-site medical evaluations for the District's employees on November 14, 2019. Further, I authorize Occu-Med to utilize the District's facilities as early as November 13, 2019 for the purposes of delivering the medical equipment and supplies necessary to perform on-site medical evaluations for the District. I understand that charges for these evaluations will be billed to my District as described above.

Douglas P. Hutchison

(Printed Name)



(Signature)

18 October 2019

Date

Samantha Jones

Occu-Mobile Program Manager

(Signature)

Date

Any questions may be directed to Samantha Jones, Occu-Mobile Program Manager.
T: (559) 435-2800 x132 / E: sjones@occu-med.com



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Approving the City of Ukiah's Qualified Contractors List for 2020.

DEPARTMENT: City Clerk **PREPARED BY:** Kristine Lawler, City Clerk

ATTACHMENTS:

1. City Code Section 1541-1543
2. Public Contracts Code Section 22036 - Cost Accounting Manual (Partial)
3. Annual Public Notice - November 2019
4. Proposed Resolution with Exhibit A - 2020 Qualified Contractors List

Summary: Each year, the City of Ukiah's Qualified Contractors List is updated to reflect current applications of contractors with approved State Licenses for various categories from the California State Department of Consumer Affairs Contractors State License Board. Council will review the updated list and staff recommendation to approve the list, which is used for sending out bid proposals for City projects throughout the year.

Background:

As required by the informal bidding procedure of the City of Ukiah, City Code §1541-1543 (Attachment #1) and Public Contracts Code §22036 (Attachment #2 - partial), the City Clerk's office prepared and mailed a written notice on November 12, 2019, to construction trade organizations and journals (Attachment #3) inviting all licensed contractors to submit information regarding their firm to the City for inclusion on the City's list of qualified contractors for the 2020 calendar year. This information and application were also posted on the City's website (<http://www.cityofukiah.com/qualified-contractors/>). A contractor may be included throughout the year by either submitting a written notice to the City Clerk or by bidding on a City of Ukiah project. All contracting firms are verified through the California State Licensing Board for license validity. Additionally, when bids are submitted to the City, the public works registration number and insurance is also verified before moving forward with a company.

All contractors who submitted their company information and construction classification designation, received by the Clerk's office as of January 3, 2020, have been included on the current updated list. The list is attached to the proposed resolution (Attachment #4) as "Exhibit A". The proposed resolution ensures that staff has a competitive list of qualified contractors when soliciting bids for the City of Ukiah.

Discussion: Staff is recommending adoption of the proposed resolution approving the Qualified Contractors List for 2020. This list will be posted on the City's website and will be modified throughout the year as additional applications are received.

Recommended Action: Adopt the proposed resolution approving the Qualified Contractors List for 2020.

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: Mary Horger, Procurement Manager

Approved: 
Sage Sangiacomo, City Manager

§1541 MAINTENANCE OF CONTRACTORS' LIST

In November of each year, the City Clerk shall cause a written notice to be mailed to all construction trade journals designated in Public Contracts Code Section 22036, inviting all licensed contractors to submit the name of their firm to the City for inclusion on the City's list of qualified bidders for the following calendar year. The notice shall require that the contractor provide the name and address to which a Notice to Contractors or Proposal should be mailed a phone number at which the contractor may be reached, the type of work in which the contractor is interested and for which the contractor is currently licensed (i.e., electrical, painting, general building, etc.) together with the class of contractor's license or licenses held and the contractor's license number(s). (Ord. 892, §2, adopted 1989)

§1542 REVISION OF CONTRACTORS' LIST

On January 1 of each year the City Council may create a new Contractors' List by adding any contractor's name they so desire to the existing Contractors' List. At a minimum, the Contractors' List must include all contractors who have properly provided the City with the information required under Section 1541, during the calendar year in which the list is valid. The City Clerk shall also include on the Contractors' List the names of all contractors who have submitted a valid bid to the City during the preceding calendar year. A contractor may have his/her firm added to the City's Contractors' List at any time by providing the information required under Section 1541, to the City Clerk and by making a request in writing to the Clerk that the contractor's firm be added to the list. (Ord. 892, §2, adopted 1989)

§1543 INFORMAL BIDDING PROCEDURES

Public projects of fifty thousand dollars (\$50,000.00), or such greater sum as is authorized by Public Contracts Code section 22032 (b) or any laws that amend said section, or less may be let by the City to contract by the informal bidding procedures provided in this Section. The City clerk shall mail a notice to all contractors on the City's Contractors' List for the category of work being bid. All notices shall be mailed by the Clerk not less than ten (10) calendar days before bids are due. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids. All bids received shall be filed with the City Clerk and opened by the Clerk at the time and place specified in the notice inviting bids. Any bidder may be present during said bid opening and may inspect any such bid. (Ord. 892, §2, adopted 1989)

State of California

Cost Accounting Policies and Procedures Manual

2019 Edition

Procedure for Establishment and Maintenance of List of Registered Contractors

1.04 Procedure for Establishment and Maintenance of List of Registered Contractors Per Section 22034 of the Public Contract Code

Section 22034 of the Public Contract Code specifies the requirements for mailing, faxing, or emailing notices to contractors for work to be bid under the Act. As specified therein, an agency shall provide notices by electing a), b) or both methods listed as follows:

- a) In lieu of a contractors list, mailing, faxing, or emailing notices to all construction trade journals specified in section 22036
- b) Mailing, faxing, or emailing notices to all contractors on the list established by the agency for the work being paid
- c) Both (a) and (b) pursuant to section 22034(a)(1)

In the event an agency elects to provide notice by mailing, faxing, or emailing notices to all contractors on the list established by the agency for the work being bid, the agency shall utilize the following procedure to establish and maintain the list of registered contractors outlined in section 22034 (a)(1):

- a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.
 - 1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.
 - 2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in section 22036.
- b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.
- c) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.
- d) If all bids received are in excess of two hundred thousand dollars (\$200,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand, five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

(Amended by Stats. 2015, Ch. 269, Sec. 29. Effective January 1, 2016.)

1.04.01 Minimum Criteria for Development and Maintenance of the Contractors List Determined by the Commission, pursuant to Public Contract Code section 22034(a)(1)

- 1. At least once per calendar year, each public agency that has elected to become subject to the Uniform Public Construction Cost Accounting Act and intends to utilize the notice provisions outlined in section 22034(a) shall establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals

designated for that Agency under Section 22036. The notice shall invite all licensed contractors to submit the name of their firm to the Agency for inclusion on the Agency's list of qualified bidders.

2. The notice shall require that the contractor provide:

- The name and address to which a Notice to Contractors or Proposal should be mailed, faxed, or emailed;
- A phone number at which the contractor may be reached;
- The type of work in which the contractor is interested and currently licensed to do (earthwork, pipelines, electrical, painting, general building, etc.);
- The class of contractor's license(s) held; and
- The contractor license number(s).

3. Agencies may include any contractor names they so desire on the lists, but lists must include, at minimum, all contractors who have properly provided the Agencies with the information required under #2 above in response to the written notice.

The Commission recommends that Agencies automatically include in their contractors lists the names of all contractors who submitted one or more valid bids to the Agencies.

4. A contractor may have his or her firm added to an Agency's contractors list at any time by providing the required information.

1.05 County-by-County List of Construction Trade Journals

The Commission shall determine, on a county-by-county basis, the appropriate construction trade journals which shall receive mailed, faxed, or emailed notice of all informal and formal construction contracts being bid for work within the specified county per section 22036 of the Public Contract Code.

Per Public Contract Code section 22037, notices inviting formal bids must be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the jurisdiction of the public agency. In addition, the Commission has determined that all public agencies that adopt and contract under the Act shall be required to mail, email, or fax a notice to the following specified construction trade publications of all formal construction contracts being bid and all invitations to join an agency's qualified bidders list (i.e. the informal bidding list) within the specified county (as provided in sections 22034 and 22037 of the Public Contract Code). The numbers following the name of each county refer to the corresponding numbered trade journals listed starting on page 14.

Users will note that the notification of the trade journals listed in Column B for their county is required. Additionally, the user will have to notify at least two of the trade journals listed in Column C, unless there is only one listed, in which case notification of that trade journal is sufficient. The Commission urges each public agency to select additional publications from its geographical area and include them on its list of publications to be notified. Sample information to be included in the mailed notice to trade journals is listed on page 13.

Note: Users are not required to mail a notice to a trade journal if the trade journal listed under their county is now charging for its services, or is out of business. Instead, the Commission requests that users find some other method of notifying potential contractors of published jobs and how to be added to their informal bidding lists (e.g. internet – county's web page).

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

COUNTY NAME (A)	TRADE JOURNALS REQUIRED TO BE NOTIFIED (B)	NOTIFY TWO OF THE TRADE JOURNALS LISTED BELOW (C)
ALAMEDA	2, 3	8, 11, 14, 15, 16, 17, 18, 19
ALPINE	2, 3	11
AMADOR	2, 3	11, 13, 20
BUTTE	2, 3	5, 6, 11, 12
CALAVERAS	2, 3	11, 19, 20, 23
COLUSA	2, 3	5, 6, 11
CONTRA COSTA	2, 3	8, 11, 15, 16, 17, 19
DEL NORTE	2, 3	4, 5, 11
EL DORADO	2, 3	10, 11, 12, 13, 16
FRESNO	2, 3	11, 19, 21, 23, 24, 25
GLENN	2, 3	5, 6, 11, 12
HUMBOLDT	2, 3	4, 5, 11
IMPERIAL	2, 3	29, 31
INYO	2, 3	25
KERN	2, 3	21, 23, 24, 25, 26, 31
KINGS	2, 3	21, 23, 24, 25
LAKE	2, 3	4, 5, 7, 8, 11, 16
LASSEN	2, 3	5, 11, 12
LOS ANGELES	2, 3	8, 29, 31, 36
MADERA	2, 3	11, 19, 21, 23
MARIN	2, 3	7, 8
MARIPOSA	2, 3	11, 21, 23
MENDOCINO	2, 3	4, 7, 8, 11, 16
MERCED	2, 3	11, 19, 20, 21, 23
MODOC	2, 3	5, 11
MONO	2, 3	11
MONTEREY	2, 3	11, 18, 22, 26
NAPA	2, 3	7, 8, 9, 11, 16
NEVADA	2, 3	10, 11, 12, 13
ORANGE	2, 3	29, 31, 35
PLACER	2, 3	10, 11, 12, 13, 16
PLUMAS	2, 3	5, 6, 11, 12
RIVERSIDE	2, 3	29, 31, 35
SACRAMENTO	2, 3	5, 8, 10, 11, 12, 13, 16, 19
SAN BENITO	2, 3	11, 22
SAN BERNARDINO	2, 3	29, 31, 35
SAN DIEGO	2, 3	29, 31, 35
SAN FRANCISCO	2, 3	8, 11, 14, 15, 16, 17, 18
SAN JOAQUIN	2, 3	8, 11, 19, 20, 21, 23
SAN LUIS OBISPO	2, 3	22, 25, 26, 27, 31, 36, 37
SAN MATEO	2, 3	8, 14, 15, 17, 18
SANTA BARBARA	2, 3	26, 27, 28, 31, 36, 37
SANTA CLARA	2, 3	8, 11, 14, 15, 16, 17, 18

COUNTY NAME (A)	TRADE JOURNALS REQUIRED TO BE NOTIFIED (B)	NOTIFY TWO OF THE TRADE JOURNALS LISTED BELOW (C)
SANTA CRUZ	2, 3	18, 22
SHASTA	2, 3	4, 5, 11
SIERRA	2, 3	11, 12
SISKIYOU	2, 3	5, 11
SOLANO	2, 3	8, 9, 10, 11, 16, 19
SONOMA	2, 3	7, 8, 11, 16
STANISLAUS	2, 3	11, 19, 20, 21, 23
SUTTER	2, 3	6, 10, 11, 12
TEHAMA	2, 3	5, 11, 12
TRINITY	2, 3	4, 5, 11
TULARE	2, 3	23, 24, 25
TUOLUMNE	2, 3	11, 20, 23
VENTURA	2, 3	27, 31, 36, 37
YOLO	2, 3	8, 10, 11, 13
YUBA	2, 3	6, 10, 11, 12

1.06 Sample Information for Mailed Notice

Following provides the type of information that could be included in the mailed notice to the construction trade journals. This list should be used only as a guide.

- Project title and contract number, if any
- Cost range
- Site location
- Who is taking bids/date and time due
- Owner's address and phone number
- Architect's address and phone number
- Brief description of work to be done
- Where plans may be obtained/deposit required/whether or not refundable
- Percentage of bid bond/percentage of performance bond/percentage of payment bond

1.07 List of Construction Trade Journals

The following organizations have indicated to the Commission that they:

- Publish a newsletter or trade journal, on a weekly or more frequent basis, that contains a section listing projects being bid; or provide a telephone notice service to their members.
- Do not charge for publishing or otherwise disseminating a Notice to Contractors.

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

These organizations have indicated to the Commission that they serve subscribers or members in the counties listed to the right of each organization.

Organizations that meet criteria (a) and (b) above may be added to the list, or changes or corrections can be made to the list by contacting:

Office of the State Controller
Local Government Programs and Services Division
Local Government Policy Section
P. O. Box 942850
Sacramento, CA 94250

ORGANIZATION		AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
1	CMD (Construction Market Data) Document Processing Center 30 Technology Parkway South, Suite 100 Norcross, GA 30092-2912 Phone: 800-424-3996 Email: customercare@cmdgroup.com Website: www.cmdgroup.com	California
2	Construction Bidboard (Ebidboard) 11622 El Camino Real, #100 San Diego, CA 92130 Phone: 800-479-5314 Email: support@ebidboard.com Website: www.ebidboard.com	California
3	Dodge Data & Analytics 830 Third Avenue, 6 th Floor New York, NY 10022 Phone: 877-784-9556 Email: support@construction.com Website: www.construction.com	California
4	Humboldt Builders' Exchange, Inc. 1213 5th Street Eureka, California 95501 Phone: 707-442-3708 Website: www.humbx.com	Del Norte, Humboldt, Lake, Mendocino, Shasta, and Trinity
5	Shasta Builders' Exchange 5800 Airport Road Redding, CA 96002 Phone: 530-221-5556 Email: info@shastabe.com Website: www.shastabe.com	Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Modoc, Plumas, Sacramento, Shasta, Siskiyou, Tehama, and Trinity

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

ORGANIZATION		AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
6	Valley Contractors Exchange, Inc. 951 East Eighth Street Chico, CA 95928 Phone: 530-343-1981 Email: info@vceonline.com Website: www.vceonline.com	Butte, Colusa, Glenn, Plumas, Sutter, and Yuba
7	North Coast Builders Exchange 1030 Apollo Way Santa Rosa, CA 95407 Phone: 707-542-9502 Fax: 707-542-2027 Website: www.ncbeonline.com	Lake, Marin, Mendocino, Napa, and Sonoma
8	Marin Builders Association 660 Las Gallinas Avenue San Rafael, CA 94903 Phone: 415-462-1220 Fax: 415-462-1225 Email: mba@marinbuilders.org Website: www.marinba.org	Alameda, Contra Costa, Lake, Los Angeles, Marin, Mendocino, Napa, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, Solano, Sonoma, and Yolo
9	Solano-Napa Builders Exchange 135 Camino Dorado Napa, CA 94558 Phone: 707-255-2515 Fax: 707-255-2749 Email: membership@snbe.com Website: http://snbe.org	Napa and Solano
10	Sacramento Regional Builders' Exchange 1331 T Street Sacramento, CA 95811 Phone: 916-442-8991 Fax: 916-446-3117 Email: tbrennan@srbx.org Website: www.srbx.org	El Dorado, Nevada, Placer, Sacramento, Solano, Sutter, Yolo, and Yuba
11	Placer County Contractors Association & Builders Exchange 10656 Industrial Avenue, Suite 160 Roseville, CA 95678 Phone: 916-771-7229 Fax: 916-771-0556 Website: www.pccamembers.com	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, Santa Clara,

ORGANIZATION		AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
		Shasta, Sierra, Siskiyou, Stanislaus, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba
12	Nevada County Contractors' Association 149 Crown Point Court Grass Valley, CA 95945 Phone: 530-274-1919 Email: nccaexec@pacbell.net Website: www.nccabuildingpros.com	Butte, El Dorado, Glenn, Lassen, Nevada, Placer, Plumas, Sacramento, Sierra, Sutter, Tehama, and Yuba
13	El Dorado Builders' Exchange 3430 Robin Lane, Suite 7 Shingle Springs, CA 95682 Phone: 530-672-2955	Amador, El Dorado, Nevada, Placer, Sacramento, and Yolo
14	The San Francisco Builders Exchange 850 South Van Ness Avenue San Francisco, CA 94110-1911 Phone: 415-282-8220 Email: deanna@bxofsf.com Website: www.bxofsf.com	Alameda, San Francisco, San Mateo, and Santa Clara
15	Bay Area Builders Exchange 3055 Alvarado Street San Leandro, CA 94577 Phone: 510-483-8880 Email: info@bayareabx.com Website: www.bayareabx.com	Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara
16	Bay Area Builders Exchange 2440 Stanwell Drive, Suite B Concord, CA 94520 Phone: 925-685-8630 Website: www.bayareabx.com	Alameda, Contra Costa, El Dorado, Lake, Mendocino, Napa, Placer, Sacramento, San Francisco, Santa Clara, Solano, and Sonoma
17	Peninsula Builders Exchange 735 Industrial Road San Carlos, CA 94070 Phone: 650-591-4486 Website: www.safetystar.org/safetystar	Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

ORGANIZATION		AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
18	Builders' Exchange of Santa Clara County 400 Reed Street Santa Clara, CA 95050 Phone: 408-727-4000 Fax: 408-727-2779 Website: www.bxscco.com	Alameda, Monterey, San Francisco, San Mateo, Santa Clara, and Santa Cruz
19	Builders' Exchange of Stockton 7500 West Lane Stockton, CA 95210 Phone: 209-478-1000 Email: crobinson@besonline.com Website: www.besonline.com	Alameda, Calaveras, Contra Costa, Fresno, Madera, Merced, Sacramento, San Joaquin, Solano, and Stanislaus
20	Valley Builders Exchange, Inc. 1118 Kansas Avenue Modesto, CA 95351 Phone: 209-522-9031 Email: info@valleybx.com Website: www.valleybx.com	Amador, Calaveras, Merced, San Joaquin, Stanislaus, and Tuolumne
21	Builders Exchange of Merced & Mariposa 646 CA-HWY 59 Merced, CA 95341 Phone: 209-722-3612 Website: www.bxmm.org	Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, and Stanislaus
22	Central Coast Builders Association 242 East Romie Lane Salinas, CA 93907 Phone: 831-758-1624 Email: staff@ccbabuilds.com Website: www.ccbabuilds.com	Monterey, San Benito, San Luis Obispo, and Santa Cruz
23	Central California Builders Exchange 1244 N. Mariposa Street Fresno, CA 93703 Phone: 559-237-1831 Email: info@cencalbx.com Website: http://cencalbx.com/	Calaveras, Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tulare, and Tuolumne

ORGANIZATION		AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
24	Tulare & Kings Counties Builders Exchange 1223 S. Lovers Lane Visalia, CA 93292 Phone: 559-732-4568 Email: info@tkcbe.com Website: www.tkcbe.com	Fresno, Kern, Kings, and Tulare
25	Kern County Builders' Exchange, Inc. 4310 Ardmore Avenue, Ste. 100 Bakersfield, CA 93309 Phone: 661-324-4921 Website: www.kcbex.com	Kern
26	San Luis Obispo County Builders Exchange 153 Cross Street, #130 San Luis Obispo, CA 93401 Phone: 805-543-7330 Email: info@slocbe.com Website: www.slocbe.com	Kern, Monterey, San Luis Obispo, and Santa Barbara
28	Ventura County Contractors Association 1830 Lockwood Street, No. 110 Oxnard, CA 93036 Phone: 805-981-8088 Email: vcca@vccainc.com Website: www.vccainc.com	Santa Barbara and Ventura
29	Southern California Builders Association 732 N. Diamond Bar Blvd. #224 Diamond Bar, CA 91765 Phone: 909-396-1451 Email: scba@socalbuilders.org Website: www.socalbuilders.org	Imperial, Los Angeles, Orange, Riverside, San Bernardino, and San Diego
30	Construction Data Company 2001 9 th Avenue, 2 nd Floor Vero Beach, FL 32960 Phone: 800-800-652-0008 Email: service@cdcnews.com Website: www.cdcnews.com	Southern California-Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura
31	BidAmerica 41085 Elm Street Murrieta, CA 92562 Phone: 951-677-4819 Email: planroom@bidamerica.com Website: www.BidAmerica.com	California

ORGANIZATION		AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
32	Construction Bid Source Interactive 6265 HWY 9 Felton, CA 95018 Phone: 888-786-9450 Website: www.constructionbidsource.com	California
33	Demandstar – Onvia Supplier Services 509 Olive Way, Suite 400 Seattle, WA 98101 Phone: 800-575-1736 Website: www.demandstar.com or Website: www.onvia.com	California
34	Challenge News 1276 Lincoln Avenue, Suite 203 San Jose, CA 95125 Phone: 408-998-2534 Email: challengenews@yahoo.com	California
35	Associated General Contractors of America San Diego Chapter, Inc. 6212 Ferris Square San Diego, CA 92121 Phone: 858-558-7444 Email: planroom@agcsd.org Website: www.agcsd.org	Orange, Riverside, San Bernardino, and San Diego
36	Builders Notebook P.O. Box 4883 Santa Barbara, CA 93140 Phone: 877-776-5436 Email: planroom@buildersnotebook.com Website: www.buildersnotebook.com	Los Angeles, San Luis Obispo, Santa Barbara, and Ventura
37	Tri-Co Reprographics 513 Laguna Street Santa Barbara, CA 93101 Phone: 805-966-1701 Email: sbplots@tricoblue.com Website: www.tricoblue.com	Santa Barbara, Ventura, and San Luis Obispo

Accounting Procedures Review Process

1.08 Accounting Procedures Review

- A. Pursuant to the provisions of Public Contract Code (PCC) §22042, the Commission has adopted the following procedures for conducting an Accounting Procedures Review, where an interested party presents evidence that work undertaken by a public agency falls within any of the following categories:

PUBLIC NOTICE

DATE: November 12, 2019
FOR RELEASE: Immediately
SUBJECT: Application for Qualified Contractors List
CONTACT: Kristine Lawler, City Clerk
(707) 463-6217

All Licensed Contractors who wish to be included on the City of Ukiah's list of qualified bidders for the year 2020, should submit the name and address to which Notice of Bids or Proposals should be mailed, a phone number at which the contractor may be reached, the type of work in which the contractor is interested and for which the contractor is currently licensed (e.g. earthwork, pipelines, electrical, painting, general building, etc.) together with the class of contractor's license or licenses held, and the contractor's license number(s) (*NOTE – Insurance forms are not necessary at this time.*)

A Qualified Contractors List application form and insurance requirements may be obtained from the City Clerk or downloaded from the City of Ukiah's website: <http://www.cityofukiah.com/qualified-contractors/>.

Completed forms should be submitted to:

City of Ukiah
ATTN: CITY CLERK
300 Seminary Avenue
Ukiah, CA 95482

OR:
Fax to: (707) 463-6204

OR
Email: klawler@cityofukiah.com



**APPLICATION FOR QUALIFIED CONTRACTOR'S LIST
PER PUBLIC CONTRACTS CODE § 22032**

Full Name				Date	
Address					
Phone Number	()	Fax Number	()		
Email	@				
Name of Business					
Address (if different from above)					
Phone Number	()	Fax Number	()		
Email	@				
State of California Contractor's License Number			Expiration Date		
Classifications					
Insurance Provider (agent)					

The City of Ukiah requires that contractor(s) shall procure and maintain for the **duration of any contract** with the City of Ukiah insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work required.

Insurance forms and specific requirements are attached for your reference; please check with your agent to ensure your policy meets our requirements. These documents are not required until the contract is approved.

Mail, Fax, or Email completed form to: CITY OF UKIAH
Attn: City Clerk
300 Seminary Avenue
Ukiah, CA 95482
FAX: 707-463-6204
klawler@cityofukiah.com



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 agents, representatives, employees or subcontractors.

I. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial **General Liability coverage** (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Workers' Compensation** insurance as required by the State of California and Employer's Liability Insurance.
- D. **Course of Construction** insurance covering for **"all risks" of loss**.

II. **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

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

***Dependent upon project scope, a higher or additional coverage may be required.**

III. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. **REQUIRED Insurance Provisions**

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

- A. The City, its officers, officials, employees, and volunteers are to be covered as ADDITIONAL INSURED with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

- B. The **workers' compensation policy is to be endorsed with a waiver of subrogation**. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on as workers' compensation policy.
- C. For any claims related to this project, the Contractor's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- E. **Note: (This protects the Contractor)** –Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
- F. **Course of construction policies shall contain the following provisions:**
- 1) The City shall be named as **loss payee**.
 - 2) The insurer shall **waive all rights of subrogation** against the City.

VI. **RATING – Acceptability of Insurers**

Insurance is to be placed with admitted California insurers with a current 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.

VII. **Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be **on forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

VIII. **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.

If you have questions regarding our insurance requirements contact:

Risk Manager
707) 463-62844

FAX (707) 463-6204

Revised: 11/12/19

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING QUALIFIED CONTRACTORS LIST FOR 2020 CALENDAR YEAR

WHEREAS, under Ukiah City Code (UCC) sections §1541 - 1543, the City Clerk must request licensed contractors who are qualified to perform public work under contract with the City of Ukiah to submit their names, addresses, phone numbers, type of work in which they are interested, and license number; and

WHEREAS, the City Council is required to adopt a list of qualified contractors, identified according to categories of work; and

WHEREAS, the City Clerk has published the notice as required in UCC Section §1541 and compiled a list of qualified contractors based on information submitted in response to said notice and included all contractors who have submitted valid bids to the City during the preceding calendar year; and

WHEREAS, the City Council finds and determines that the list as compiled complies with the requirements of the City Code and Public Contracts Code Section §22034(a) and shall constitute the City of Ukiah Contractors List for use in providing notice under the informal bidding procedure authorized in UCC Section §1543.

NOW, THEREFORE, BE IT RESOLVED, that the list attached to this resolution as "Exhibit A" is the Qualified Contractors List which is sorted by class for the City of Ukiah for the calendar year 2020.

PASSED AND ADOPTED this 15th day of January, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A

CITY OF UKIAH'S LIST OF QUALIFIED CONTRACTORS 2020						
Company	Address 1	City	State	Class	State License Expiration	State License No.
Class A - General Engineering						
Alten Construction, Inc.	1141 Marina Way South	Richmond	CA	A - General Engineering	6/30/2020	705713
American Asphalt Repair & Resurfacing Co.	24200 Clawiter Road	Hayward	CA	A - General Engineering	5/31/2020	439591
American Pavement Systems Inc	1012 11th Street Ste. 1000	Modesto	CA	A - General Engineering	2/29/2020	943792
Argonaut Constructors	P O Box 639	Santa Rosa	CA	A - General Engineering	12/31/2021	171432
Arntz Builders, Inc.	431 Payran Street	Petaluma	CA	A - General Engineering	3/31/2021	856393
Bartley Pump, Inc.	4000 South Moorland Avenue	Santa Rosa	CA	A - General Engineering	12/31/2021	1033562
Beacom Construction Company	P O BOX 457	Fortuna	CA	A - General Engineering	11/30/2020	168923
Bell Products, Inc.	P O BOX 396	Napa	CA	A - General Engineering	6/30/2020	171534
BEST Contracting Services, Inc.	19027 S. Hamilton Ave.	Gardena	CA	A - General Engineering	5/31/2020	456263
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	A - General Engineering	10/31/2020	656741
C.V. Larsen Co.	1846 Ludwig Avenue	Santa Rosa	CA	A - General Engineering	5/31/2020	646209
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	A - General Engineering	10/31/2020	657754
Coleman Environmental Engineering, Inc.	P O BOX 1020	Upper Lake	CA	A - General Engineering	6/30/2020	764005
Commercial Pump & Mechanical	P O BOX 7947	Chico	CA	A - General Engineering	3/31/2021	921066
Cushman Contracting Corporation	P O BOX 147	Goleta	CA	A - General Engineering	6/30/2020	689962
CWS Construction Group, Inc.	94 San Benito Way	Novato	CA	A - General Engineering	4/30/2021	811153
EBA Engineering	825 Sonoma Ave., Ste. C	Santa Rosa	CA	A - General Engineering	1/31/2021	662725
Empire Earthworks LLC	2280 Hwy 116	Sebastopol	CA	A - General Engineering	3/31/2020	1011615
Ferranti Construction, Inc.	P O BOX 259	Redwood Valley	CA	A - General Engineering	3/31/2021	385543
Fieldstone Construction Company	5915 Fought Road	Santa Rosa	CA	A - General Engineering	5/31/2021	983863
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	A - General Engineering	7/31/2020	391464
G.D. Nielson Construction, Inc.	147 Camino Oruga	Napa	CA	A - General Engineering	9/30/2020	648601
GSE Construction Company, Inc.	7633 Southfront Rd., Ste 160	Livermore	CA	A - General Engineering	3/31/2021	401498
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	A - General Engineering	5/31/2020	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	A - General Engineering	5/31/2021	89
Green Right O'Way Constructors, Inc.	P O BOX 306	Ukiah	CA	A - General Engineering	10/31/2021	741568
Gregg Simpson Trucking	11 Highland Ct	Ukiah	CA	A - General Engineering	9/30/2021	650339
Hanford Applied Resporation & Conservation	765 Baywood Drive, Ste. 237	Petaluma	CA	A - General Engineering	2/29/2020	461167
Intermountain Slurry Seal, Inc.	585 West Beach Street	Watsonville	CA	A - General Engineering	1/31/2020	462443
J R Sharp Construction, Inc.	20543 Gunstock Rd.	Grass Valley	CA	A - General Engineering	9/30/2020	812273
MBC Contruction Co, Inc.	3342 N. State Street	Ukiah	CA	A - General Engineering	4/30/2020	945554
MBS Engineering, Inc.	12893 Alcosta Blvd., Ste K	San Ramon	CA	A - General Engineering	2/29/2020	990872
Mendocino Construction Services, Inc.	P O BOX 1517	Willits	CA	A - General Engineering	7/31/2021	443396
Meyer General Engineering Construction	701 Spanish Canyon Road	Ukiah	CA	A - General Engineering	4/30/2021	712845
Mountain Cascade Inc.	555 Exchange Court	Livermore	CA	A - General Engineering	5/31/2020	422496
Neary Landscape	P O BOX 249	Cotati	CA	A - General Engineering	10/31/2020	814207
Northern Pacific Corporation	870 Napa Valley Corporate Way,	Napa	CA	A - General Engineering	10/31/2020	886022
Northwest Construction, Inc.	9011 Colony Drive	Redwood Valley	CA	A - General Engineering	10/31/2021	865329
Pacific Earthscape (aka Ford Logging, Inc.)	1225 Central Ave. #11	McKinleyville	CA	A - General Engineering	4/30/2021	793279
Pacific Underground Services	3881 Martha Drive	Martinez	CA	A - General Engineering	5/31/2020	722684
Pavement Coatings Co.	10240 San Sevaire Way	Jurupa Valley	CA	A - General Engineering	9/30/2020	303609
Pierson Company	1200 W. Harris St.	Eureka	CA	A - General Engineering	3/31/2020	265024

CITY OF UKIAH'S LIST OF QUALIFIED CONTRACTORS 2020

Company	Address 1	City	State	Class	State License Expiration	State License No.
RAO Construction Co, Inc.	P O BOX 28	Cutten	CA	A - General Engineering	2/29/2020	335066
Rapid General Engineering	3072 Research Way, #54	Carson City	NV	A - General Engineering	4/30/2021	982748
Rege Construction, Inc.	600 Santana Dr.	Cloverdale	CA	A - General Engineering	10/31/2020	786253
R & C Construction	P.O. Box 913	Middletown	CA	A - General Engineering	1/31/2020	585254
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	A - General Engineering	2/28/2021	556014
Sierra Nevada Construction Inc.	P O BOX 50760	Sparks	NV	A - General Engineering	5/31/2020	593393
Siri Grading & Paving, Inc.	P O BOX 3638	Santa Rosa	CA	A - General Engineering	1/31/2020	325681
Steelhead Constructors, Inc.	P O BOX 997	Palo Cedro	CA	A - General Engineering	11/30/2020	729880
Team Ghilotti, Inc.	2531 Petaluma Blvd., So.	Petaluma	CA	A - General Engineering	4/30/2021	895384
Telstar Instruments	4017 Vista Park Court	Sacramento	CA	A - General Engineering	5/31/2020	422364
Tennyson Electric, Inc.	7275 National Drive Suite A-2	Livermore	CA	A - General Engineering	1/31/2020	717998
TerraCon Constructors, Inc.	P O BOX 276	Healdsburg	CA	A - General Engineering	11/30/2021	562511
Valley Paving	P O BOX 559; 2601 Road E	Redwood Valley	CA	A - General Engineering	7/31/2021	674411
Wahlund Construction, Inc.	830 Hilma Drive	Eureka	CA	A - General Engineering	9/30/2020	678993
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	A - General Engineering	2/29/2020	718733
Western Water Constructors, Inc.	707 Aviation Boulevard	Santa Rosa	CA	A - General Engineering	4/30/2020	188068
Wipf Construction	P O BOX 234	Ukiah	CA	A - General Engineering	11/30/2021	629598
Wylatti Resource Management, Inc.	P O BOX 575 Cemetary Lane	Covelo	CA	A - General Engineering	6/30/2021	934597
Class ASB - Asbestos Removal Certification						
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	ASB - Asbestos Removal Certification	10/31/2020	656741
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	ASB - Asbestos Removal Certification	10/31/2020	657754
Pierson Company	1200 W. Harris St.	Eureka	CA	ASB - Asbestos Removal Certification	3/31/2020	265024
Wahlund Construction, Inc.	830 Hilma Drive	Eureka	CA	ASB - Asbestos Removal Certification	9/30/2020	678993
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	ASB - Asbestos Removal Certification	2/29/2020	718733
Class B - General Building						
A.E. Nelson Construction	642 Martin Ave., Ste A	Rohnert Park	CA	B - General Building	9/30/2020	364212
Alten Construction, Inc.	1141 Marina Way South	Richmond	CA	B - General Building	6/30/2020	705713
Apperson Energy Management	P O BOX 366	Redwood Valley	CA	B - General Building	11/30/2020	431271
Argonaut Constructors	P O Box 639	Santa Rosa	CA	B - General Building	12/31/2021	171432
Arntz Builders, Inc.	431 Payran Street	Petaluma	CA	B - General Building	3/31/2021	856393
Barth Roofing Company, Inc.	4384 W. Pine Haven Drive	Tracy	CA	B - General Building	6/30/2021	760030
Bay Cities Fire Protection	51 Foley Street	Santa Rosa	CA	B - General Building	9/30/2020	731222
Beacom Construction Company	P O BOX 457	Fortuna	CA	B - General Building	11/30/2020	168923
Bell Products, Inc.	P O BOX 396	Napa	CA	B - General Building	6/30/2020	171534
BEST Contracting Services, Inc.	19027 S. Hamilton Ave.	Gardena	CA	B - General Building	5/31/2020	456263
Busch Construction & Electric	266 Terra Verde Court	Redwood Valley	CA	B - General Building	5/31/2021	404336
CWS Construction Group, Inc.	94 San Benito Way	Novato	CA	B - General Building	4/30/2021	811153
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	B - General Building	10/31/2020	657754
Carr's Construction Service, Inc.	3165 Calistoga Rd.	Santa Rosa	CA	B - General Building	3/31/2020	556444
Coastal Mountain Electric	14832 Lakeshore Dr.	Clearlake	CA	B - General Building	3/31/2021	507105
Cupples & Sons Construction, Inc.	221 Olive Ln., #G	Ukiah	CA	B - General Building	4/30/2020	806992
Cushman Contracting Corporation	P O BOX 147	Goleta	CA	B - General Building	6/30/2020	689962
Ferranti Construction, Inc.	P O BOX 259	Redwood Valley	CA	B - General Building	3/31/2021	385543
Fieldstone Construction Company	5915 Faight Road	Santa Rosa	CA	B - General Building	5/31/2021	983863
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	B - General Building	7/31/2020	391464
FRC, Inc.	9680 Old Redwood Hwy	Windsor	CA	B - General Building	4/30/2020	715667

CITY OF UKIAH'S LIST OF QUALIFIED CONTRACTORS 2020

Company	Address 1	City	State	Class	State License Expiration	State License No.
GSE Construction Company, Inc.	7633 Southfront Rd., Ste 160	Livermore	CA	B - General Building	3/31/2021	401498
GCCI, Inc.	P O BOX 11039	Santa Rosa	CA	B - General Building	11/30/2020	729437
Granite Construction Company	1324 S. State Street	Ukiah	CA	B - General Building	5/31/2020	89
H.L. Weaver	P O BOX 937	Ukiah	CA	B - General Building	7/31/2021	476225
JB Jordan & Associates	P O BOX 3629	Eureka	CA	B - General Building	12/31/2020	955247
JPB Designs, Inc.	6021 Keats Cir.	Orangevale	CA	B - General Building	10/31/2020	997483
Menton Builders, Inc.	P O BOX 871	Ukiah	CA	B - General Building	8/31/2021	381334
Midstate Construction Corporation	1180 Holm Road	Petaluma	CA	B - General Building	7/31/2021	89455
Nor-Cal Pump & Well Drilling, Inc.	1325 Barry Road	Yuba City	CA	B - General Building	1/31/2020	908591
Northern Pacific Corporation	870 Napa Valley Corporate Way,	Napa	CA	B - General Building	10/31/2020	886022
Paine Construction, Inc.	7212 8th St.	Rio Linda	CA	B - General Building	7/31/2020	333880
Pierson Company	1200 W. Harris St.	Eureka	CA	B - General Building	3/31/2020	265024
Polychrome Construction, Inc.	8908 Balboa Blvd.	Northridge	CA	B - General Building	6/30/2020	993826
RAO Construction Co, Inc.	P O BOX 28	Cutten	CA	B - General Building	2/29/2020	335066
R & C Construction	P.O. Box 913	Middletown	CA	B - General Building	1/31/2020	585254
Sack Concrete Construction	1150 Hasting Road	Ukiah	CA	B - General Building	8/31/2021	625555
Solano County Roofing	4349 Cordelia Rd.	Fairfield	CA	B - General Building	7/31/2020	495355
Telstar Instruments	4017 Vista Park Court	Sacramento	CA	B - General Building	5/31/2020	422364
TerraCon Constructors, Inc.	P O BOX 276	Healdsburg	CA	B - General Building	11/30/2021	562511
Thompson Contracting	1368 S Walton Ave	Yuba City	CA	B - General Building	6/30/2021	969459
Ukiah Construction	2000 Industry Road	Ukiah	CA	B - General Building	4/30/2020	373322
Ukiah Electric	2000 Industry Road	Ukiah	CA	B - General Building	4/30/2020	713241
Valley Paving	P O BOX 559; 2601 Road E	Redwood Valley	CA	B - General Building	7/31/2021	674411
Wahlund Construction, Inc.	830 Hilma Drive	Eureka	CA	B - General Building	9/30/2020	678993
Wedge Roofing, Inc.	5 Casa Grande Road	Petaluma	CA	B - General Building	1/31/2020	416737
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	B - General Building	2/29/2020	718733
Wright Contracting LLC	P.O. Box 1270	Santa Rosa	CA	B - General Building	4/30/2021	1025609
Building Exchanges						
Bay Area Builders Exchange	2440 Stanwell Drive, Ste B	Concord	CA	Building Exchanges		
Builders Exchange of Stockton	7500 West Lane	Stockton	CA	Building Exchanges		
Construction BidBoard, Inc.	11622 El Camino Real, Ste 100	San Diego	CA	Building Exchanges		
Dodge Data & Analytics	830 Third Avenue, 6th Floor	New York	NY	Building Exchanges		
Humboldt Builders Exchange	1213 5th Street	Eureka	CA	Building Exchanges		
Marin Builders Association	660 Las Gallinas Avenue	San Rafael	CA	Building Exchanges		
North Coast Builders Exchange	1030 Apollo Way	Santa Rosa	CA	Building Exchanges		
Placer County Contractors Association, Inc.	10656 Industrial Ave., Suite 160	Roseville	CA	Building Exchanges		
Sacramento Regional Builders Exchange	1331 T Street	Sacramento	CA	Building Exchanges		
The San Francisco Builders Exchange	850 South Van Ness Avenue	San Francisco	CA	Building Exchanges		
Shasta Builders Exchange	5800 Airport Road	Redding	CA	Building Exchanges		
Valley Contractors Exchange	951 E. Eighth Street	Chico	CA	Building Exchanges		
Class C-2 Insulation & Acoustical						
Apperson Energy Management	P O BOX 366	Redwood Valley	CA	C-02 Insulation & Acoustical	11/30/2020	431271
Barth Roofing Company, Inc.	4384 W. Pine Haven Drive	Tracy	CA	C-02 Insulation & Acoustical	6/30/2021	760030
Granite Construction Company	1324 S. State Street	Ukiah	CA	C-02 Insulation & Acoustical	5/31/2020	89
Solano County Roofing	4349 Cordelia Rd.	Fairfield	CA	C-02 Insulation & Acoustical	7/31/2020	495355
Ukiah Construction	2000 Industry Road	Ukiah	CA	C-02 Insulation & Acoustical	4/30/2020	373322
Wedge Roofing Inc.	5 Casa Grande Road	Petaluma	CA	C-02 Insulation & Acoustical	1/31/2020	416737

CITY OF UKIAH'S LIST OF QUALIFIED CONTRACTORS 2020

Company	Address 1	City	State	Class	State License Expiration	State License No.
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	C-02 Insulation & Acoustical	2/29/2020	718733
Class C-4 Boiler, Hot Water Heating & Steam Fitting						
Bell Products, Inc.	P O BOX 396	Napa	CA	C-04 Boiler, Hot Water Heating & Steam Fitting	6/30/2020	171534
CBS Plumbing & Heating, Inc.	300 W. Robles Ave. #E	Santa Rosa	CA	C-04 Boiler, Hot Water Heating & Steam Fitting	3/31/2020	294171
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	C-04 Boiler, Hot Water Heating & Steam Fitting	12/31/2020	926337
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	C-04 Boiler, Hot Water Heating & Steam Fitting	2/28/2021	556014
Class C-5 Carpentry						
Pierson Company	1200 W. Harris St.	Eureka	CA	C-05 Carpentry	3/31/2020	265024
Class C-6 Cabinet & Mill Work						
Beacom Construction Company	P O BOX 457	Fortuna	CA	C-06 Cabinet & Mill Work	11/30/2020	168923
Class C-7 Low Voltage Communication & Wiring Systems						
Crusader Fence Company, Inc.	3115 Gold Valley Drive	Rancho Cordova	CA	C-07 Low Voltage Communication & Wiring Systems	8/31/2020	726527
Gaynor Telesystems, Inc.	9650 Tanqueray Ct.	Redding	CA	C-07 Low Voltage Communication & Wiring Systems	8/31/2021	339907
Integrated Security Controls, Inc.	789 Lombardi Court Suite 204	Santa Rosa	CA	C-07 Low Voltage Communication & Wiring Systems	1/31/2020	968432
KS Telecom, Inc.	P.O. Box 330	Penryn	CA	C-07 Low Voltage Communication & Wiring Systems	2/28/2021	790922
PCD	1032 Maxwell Drive	Santa Rosa	CA	C-07 Low Voltage Communication & Wiring Systems	4/30/2020	527657
TEC-COM Low Voltage Solutions, Inc.	P.O. Box 1626	Yuba City	CA	C-07 Low Voltage Communication & Wiring Systems	6/30/2021	769824
Telecom Services Co.	710 South State Street Suite D	Ukiah	CA	C-07 Low Voltage Communication & Wiring Systems	1/31/2020	802970
Telstar Instruments	4017 Vista Park Court	Sacramento	CA	C-07 Low Voltage Communication & Wiring Systems	5/31/2020	422364
Tennyson Electric, Inc.	7275 National Drive Suite A-2	Livermore	CA	C-07 Low Voltage Communication & Wiring Systems	1/31/2020	717998
Tri Path Technology Group	3075 Cohasset Rd., Ste 1	Chico	CA	C-07 Low Voltage Communication & Wiring Systems	7/31/2020	1016628
True Telecom and Surveillance	3040 Bechelli Lane	Redding	CA	C-07 Low Voltage Communication & Wiring Systems	4/30/2021	959595
World Telecom & Surveillance, Inc.	1819 Keystone Court	Redding	CA	C-07 Low Voltage Communication & Wiring Systems	6/30/2020	793485
Class C-8 Concrete						
Ferranti Construction, Inc.	P O BOX 259	Redwood Valley	CA	C-08 Concrete	3/31/2021	385543
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	C-08 Concrete	5/31/2020	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	C-08 Concrete	5/31/2020	89
Pierson Company	1200 W. Harris St.	Eureka	CA	C-08 Concrete	3/31/2020	265024
RAO Construction Co, Inc.	P O BOX 28	Cutten	CA	C-08 Concrete	2/29/2020	335066
Sack Concrete Construction	1150 Hasting Road	Ukiah	CA	C-08 Concrete	8/31/2021	625555
Class C-9 Drywall						
Pacific Drywall	P O BOX 503	Redwood Valley	CA	C-09 Drywall	2/29/2020	911180
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	C-09 Drywall	2/29/2020	718733
Class C-10 General Electrical						
Bartley Pump, Inc.	4000 South Moorland Avenue	Santa Rosa	CA	C10 General Electrical	12/31/2021	1033562
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	C10 General Electrical	10/31/2020	656741
Busch Construction & Electric	266 Terra Verde Court	Redwood Valley	CA	C10 General Electrical	5/31/2021	404336
Coastal Mountain Electric	14832 Lakeshore Dr.	Clearlake	CA	C10 General Electrical	3/31/2021	507105
Empire Earthworks LLC	2280 Hwy 116	Sebastopol	CA	C10 General Electrical	3/31/2020	1011615
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	C10 General Electrical	7/31/2020	391464
G.D. Nielson Construction, Inc.	147 Camino Oruga	Napa	CA	C10 General Electrical	9/30/2020	648601
Granite Construction Company	1324 S. State Street	Ukiah	CA	C10 General Electrical	5/31/2020	89
Integrated Security Controls, Inc.	789 Lombardi Court Suite 204	Santa Rosa	CA	C10 General Electrical	1/31/2020	968432
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	C10 General Electrical	12/31/2020	926337
J R Sharp Construction, Inc.	20543 Gunstock Rd.	Grass Valley	CA	C10 General Electrical	9/30/2020	812273
KS Telecom, Inc.	P.O. Box 330	Penryn	CA	C10 General Electrical	2/28/2021	790922
Lawrence Electric, Inc.	3720 Christy Lane	Ukiah	CA	C10 General Electrical	2/29/2020	715591

CITY OF UKIAH'S LIST OF QUALIFIED CONTRACTORS 2020						
Company	Address 1	City	State	Class	State License Expiration	State License No.
Mike Brown Electric Company	561-A Mercantile Drive	Cotati	CA	C10 General Electrical	4/30/2020	306767
Northern Electric, Inc.	3190 Regional Parkway	Santa Rosa	CA	C10 General Electrical	3/21/2020	437655
On Time Services Co.	3100 Dutton Avenue #126	Santa Rosa	CA	C10 General Electrical	10/31/2020	978117
PCD	1032 Maxwell Drive	Santa Rosa	CA	C10 General Electrical	4/30/2020	527657
Robert Colburn Electric, Inc.	P O BOX 3667	Eureka	CA	C10 General Electrical	6/30/2020	750471
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	C10 General Electrical	2/28/2021	556014
Spencer Electric	P O BOX 42	Cutten	CA	C10 General Electrical	6/30/2020	917603
SPX Transformer Solutions	400 S. Prairie Avenue	Waukesha	WI	C10 General Electrical	5/31/2020	839522
Telstar Instruments	4017 Vista Park Court	Sacramento	CA	C10 General Electrical	5/31/2020	422364
Tennyson Electric, Inc.	7275 National Drive Suite A-2	Livermore	CA	C10 General Electrical	1/31/2020	717998
Ukiah Construction	2000 Industry Road	Ukiah	CA	C10 General Electrical	4/30/2020	373322
Ukiah Electric	2000 Industry Road	Ukiah	CA	C10 General Electrical	4/30/2020	713241
Western Water Constructors, Inc.	707 Aviation Boulevard	Santa Rosa	CA	C10 General Electrical	4/30/2020	188068
Class C-11 Elevator Installation						
Arrow Lift of California	101 Sunnyside Ave., Ste. 101	Clovis	CA	C11 Elevator Installation	8/31/2020	995486
EnPro Elevator Inc.	11312 Sunco Drive	Rancho Cordova	CA	C11 Elevator Installation	8/31/2020	1043744
Class C-12 Earthwork & Paving						
A-T Wanzer Grading and Excavation, Inc.	P.O. box 1562	Lakeport	CA	C12 Earthwork & Paving	7/31/2021	1056341
Pacific Earthscape (aka Ford Logging, Inc.)	1225 Central Ave. #11	McKinleyville	CA	C12 Earthwork & Paving	4/30/2021	793279
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	C12 Earthwork & Paving	5/31/2020	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	C12 Earthwork & Paving	5/31/2020	89
Mike Brown Electric Company	561-A Mercantile Drive	Cotati	CA	C12 Earthwork & Paving	4/30/2020	306767
Class C-13 Fencing						
Crusader Fence Company, Inc.	3115 Gold Valley Drive	Rancho Cordova	CA	C13 Fencing	8/31/2020	726527
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	C13 Fencing	10/31/2020	657754
Thompson Contracting	1368 S Walton Ave	Yuba City	CA	C13 Fencing	6/30/2021	969459
Class C-15 Flooring & Floor Covering						
Conklin Bros of Santa Rosa, Inc.	3780 Santa Rosa Ave.	Santa Rosa	CA	C15 Flooring & Floor Covering	7/31/2020	248359
JB Jordan & Associates	P O BOX 3629	Eureka	CA	C15 Flooring & Floor Covering	12/31/2020	955247
Colusa Floor Covering	711 Market Street	Colusa	CA	C15 Flooring & Floor Covering	5/31/2020	364608
Class C-16 Fire Protecting Contractor						
Bartley Pump, Inc.	4000 South Moorland Avenue	Santa Rosa	CA	C16 Fire Protecting Contractor	12/31/2021	1033562
Bay Cities Fire Protection	51 Foley Street	Santa Rosa	CA	C16 Fire Protecting Contractor	9/30/2020	731222
CBS Plumbing & Heating, Inc.	300 W. Robles Ave. #E	Santa Rosa	CA	C16 Fire Protecting Contractor	3/31/2020	294171
GSE Construction Company, Inc.	7633 Southfront Rd., Ste 160	Livermore	CA	C16 Fire Protecting Contractor	3/31/2021	401498
Wipf Construction	P O BOX 234	Ukiah	CA	C16 Fire Protecting Contractor	11/30/2021	629598
Class C-17 Glazing						
Apperson Energy Management	P O BOX 366	Redwood Valley	CA	C17 Glazing	11/30/2020	431271
BEST Contracting Services, Inc.	19027 S. Hamilton Ave.	Gardena	CA	C17 Glazing	5/31/2020	456263
Class C-20 Warm-Air Heating, Ventilating & Air-Conditioning						
Bell Products, Inc.	P O BOX 396	Napa	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	6/30/2020	171534
CBS Plumbing & Heating, Inc.	300 W. Robles Ave. #E	Santa Rosa	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	3/31/2020	294171
Climate Control, inc.	126 4th Street	Colusa	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	4/30/2020	835592
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	12/31/2020	926337

CITY OF UKIAH'S LIST OF QUALIFIED CONTRACTORS 2020

Company	Address 1	City	State	Class	State License Expiration	State License No.
J.M.S. Mechanical, Inc.	538 Martin Avenue, Suite D	Rohnert Park	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	8/31/2020	811562
R. J. Mechanical, Inc.	6815 Redwood Drive Suite D	Cotati	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	3/31/2020	856063
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	2/28/2021	556014
Class C-21 Building Moving & Wrecking						
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	C21 Building Moving & Wrecking	10/31/2020	656741
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	C21 Building Moving & Wrecking	10/31/2020	657754
Coleman Environmental Engineering, Inc.	P O BOX 1020	Upper Lake	CA	C21 Building Moving & Wrecking	6/30/2020	764005
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	C21 Building Moving & Wrecking	5/31/2020	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	C21 Building Moving & Wrecking	5/31/2020	89
Mendocino Construction Services, Inc.	P O BOX 1517	Willits	CA	C21 Building Moving & Wrecking	7/31/2021	443396
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	C21 Building Moving & Wrecking	2/29/2020	718733
Class C-22 Asbestos Abatement						
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	C22 - ASBESTOS ABATEMENT	10/31/2020	656741
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	C22 - ASBESTOS ABATEMENT	10/31/2020	657754
Wahlund Construction, Inc.	830 Hilma Drive	Eureka	CA	C22 - ASBESTOS ABATEMENT	9/30/2020	678993
Class C-23 Ornamental Metals						
N/A						
Class C-27 Landscaping						
Fieldstone Construction Company	5915 Faught Road	Santa Rosa	CA	C27 Landscaping	5/31/2021	983863
Granite Construction Company	1324 S. State Street	Ukiah	CA	C27 Landscaping	5/31/2020	89
Hanford Applied Respiration & Conservation	765 Baywood Drive, Ste. 237	Petaluma	CA	C27 Landscaping	2/29/2020	461167
Johnson's Custom Landscaping, Inc.	591 Riverside Drive	Ukiah	CA	C27 Landscaping	3/31/2021	748725
Neary Landscape	P O BOX 249	Cotati	CA	C27 Landscaping	10/31/2020	814207
Quality Landscape Company	11821 Westside Potter Valley Ro	Potter Valley	CA	C27 Landscaping	11/30/2020	548558
Sangiaco Landscape	3150 Guidville Road	Ukiah	CA	C27 Landscaping	1/31/2021	367676
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	C27 Landscaping	2/29/2020	718733
Class C-28 Lock & Security Equipment						
N/A						
Class C-29 Masonry						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C29 Masonry	5/31/2020	89
Class C-31 Construction Zone Traffic Control						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C31 Construction Zone Traffic Control	5/31/2020	89
Wipf Construction	P O BOX 234	Ukiah	CA	C31 Construction Zone Traffic Control	11/30/2021	629598
Class C-32 Parking & Highway Improvement						
American Asphalt Repair & Resurfacing Co.	24200 Clawiter Road	Hayward	CA	C32 Parking & Highway Improvement	5/31/2020	439591
Argonaut Constructors	P O Box 639	Santa Rosa	CA	C32 Parking & Highway Improvement	12/31/2021	171432
Pavement Coatings Co.	10240 San Sevaive Way	Jurupa Valley	CA	C32 Parking & Highway Improvement	9/30/2020	303609
Class C-33 Painting & Decorating						
Beacom Construction Company	P O BOX 457	Fortuna	CA	C33 Painting & Decorating	11/30/2020	168923
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	C33 Painting & Decorating	10/31/2020	657754
Diamond Painting Co KK	947 Missouri St.	Fairfield	CA	C33 Painting & Decorating	12/31/2020	788505
Dunn Right Painting, Inc.	75 D Kunzler Ranch Road	Ukiah	CA	C33 Painting & Decorating	9/30/2021	691040
H.L. Weaver	P O BOX 937	Ukiah	CA	C33 Painting & Decorating	7/31/2021	476225
JPB Designs, Inc.	6021 Keats Cir.	Orangevale	CA	C33 Painting & Decorating	10/31/2020	997483
Paine Construction, Inc.	7212 8th St.	Rio Linda	CA	C33 Painting & Decorating	7/31/2020	333880
Polychrome Construction, Inc.	8908 Balboa Blvd.	Northridge	CA	C33 Painting & Decorating	6/30/2020	993826

CITY OF UKIAH'S LIST OF QUALIFIED CONTRACTORS 2020						
Company	Address 1	City	State	Class	State License Expiration	State License No.
Vera's Painting	22938 mariano St.	Woodland Hills	CA	C33 Painting & Decorating	9/30/2020	977056
Zayco Performance Coatings	4501 Robertson Ave.	Sacramento	CA	C33 Painting & Decorating		
Class C-34 Pipeline						
Mike Brown Electric Company	561-A Mercantile Drive	Cotati	CA	C34 Pipeline	4/30/2020	306767
Class C-35 Lathing and Plastering						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C35 Lathing and Plastering	5/31/2020	89
Class C-36 Plumbing						
A.E. Nelson Construction	642 Martin Ave., Ste A	Rohnert Park	CA	C36 Plumbing	9/30/2020	364212
Aquamakx Plumbing	P O BOX 761	Redwood Valley	CA	C36 Plumbing	5/31/2021	932392
Bell Products, Inc.	P O BOX 396	Napa	CA	C36 Plumbing	6/30/2020	171534
CBS Plumbing & Heating, Inc.	300 W. Robles Ave. #E	Santa Rosa	CA	C36 Plumbing	3/31/2020	294171
Coleman Plumbing	P.O. Box 754	Redwood Valley	CA	C36 Plumbing	12/31/2021	989129
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	C36 Plumbing	7/31/2020	391464
GSE Construction Company, Inc.	7633 Southfront Rd., Ste 160	Livermore	CA	C36 Plumbing	3/31/2021	401498
Granite Construction Company	1324 S. State Street	Ukiah	CA	C36 Plumbing	5/31/2020	89
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	C36 Plumbing	12/31/2020	926337
MBS Engineering, Inc.	12893 Alcosta Blvd., Ste K	San Ramon	CA	C36 Plumbing	2/29/2020	990872
R G Plumbing Group, Inc.	461 Todd Road	Santa Rosa	CA	C36 Plumbing	2/29/2020	802006
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	C36 Plumbing	2/28/2021	556014
Weeks Drilling and Pump Co.	P O BOX 176	Sebastopol	CA	C36 Plumbing	9/30/2020	177681
Class C-38 Refrigeration						
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	Class C-38 Refrigeration	12/31/2020	926337
Class C-39 Roofing						
B. A. S. Roofing	425 Pomo Drive	Ukiah	CA	C39 Roofing	1/31/2021	927007
Barth Roofing Company, Inc.	4384 W. Pine Haven Drive	Tracy	CA	C39 Roofing	6/30/2021	760030
BEST Contracting Services, Inc.	19027 S. Hamilton Ave.	Gardena	CA	C39 Roofing	5/31/2020	456263
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	C39 Roofing	10/31/2020	657754
Granite Construction Company	1324 S. State Street	Ukiah	CA	C39 Roofing	5/31/2020	89
Henris Roofing Company	741 Petaluma Blvd. South; P O B	Petaluma	CA	C39 Roofing	8/31/2021	220964
Lucerne Roofing & Supply, Inc.	74 Soda Bay Rd	Lakeport	CA	C39 Roofing	4/30/2020	388686
Solano County Roofing	4349 Cordelia Rd.	Fairfield	CA	C39 Roofing	7/31/2020	495355
Wedge Roofing, Inc.	5 Casa Grande Road	Petaluma	CA	C39 Roofing	1/31/2020	416737
Class C-42 Sanitation Systems						
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	C42 Sanitation Systems	5/31/2020	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	C42 Sanitation Systems	5/31/2020	89
Class C-43 Sheet Metal						
Bell Products, Inc.	P O BOX 396	Napa	CA	C43 Sheet Metal	6/30/2020	171534
BEST Contracting Services, Inc.	19027 S. Hamilton Ave.	Gardena	CA	C43 Sheet Metal	5/31/2020	456263
CBS Plumbing & Heating, Inc.	300 W. Robles Ave. #E	Santa Rosa	CA	C43 Sheet Metal	3/31/2020	294171
J.M.S. Mechanical, Inc.	539 Martin Avenue, Suite D	Rohnert Park	CA	C43 Sheet Metal	8/31/2020	811562
R. J. Mechanical, Inc.	6815 Redwood Drive Suite D	Cotati	CA	C43 Sheet Metal	3/31/2020	856063
Solano County Roofing	4349 Cordelia Rd.	Fairfield	CA	C43 Sheet Metal	7/31/2020	495355
Wedge Roofing, Inc.	5 Casa Grande Road	Petaluma	CA	C43 Sheet Metal	1/31/2020	416737
Class C-45 Electrical Signs						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C45 Electrical Signs	5/31/2020	89
Class C-46 Solar						
Class C-50 Steel Reinforcing						
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	C50 Steel Reinforcing	10/31/2020	656741

CITY OF UKIAH'S LIST OF QUALIFIED CONTRACTORS 2020						
Company	Address 1	City	State	Class	State License Expiration	State License No.
Granite Construction Company	1324 S. State Street	Ukiah	CA	C50 Steel Reinforcing	5/31/2020	89
Class C-51 Structural Steel Contractor						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C51 Structural Steel Contractor	5/31/2020	89
Class C-53 Swimming Pool						
N/A						
Class C-54 Ceramic & Mosaic Tile						
Colusa Floor Covering	711 Market Street	Colusa	CA	C54 Ceramic & Mosaic Tile	5/31/2020	364608
Class C-55 Water Conditioning						
N/A						
Class C-57 Water Well Drilling						
Bartley Pump, Inc.	4000 South Moorland Avenue	Santa Rosa	CA	C57 Water Well Drilling	12/31/2021	1033562
Commercial Pump & Mechanical	P O BOX 7947	Chico	CA	C57 Water Well Drilling	3/31/2021	921066
Granite Construction Company	1324 S. State Street	Ukiah	CA	C57 Water Well Drilling	5/31/2020	89
Nor-Cal Pump & Well Drilling, Inc.	1325 Barry Road	Yuba City	CA	C57 Water Well Drilling	1/31/2020	908591
Weeks Drilling and Pump Co.	P O BOX 176	Sebastopol	CA	C57 Water Well Drilling	9/30/2020	177681
Class D-06 Concrete Related Services						
Pacific Coast Cutters	450 Lakeville Street, Ste. B	Petaluma	CA	C61 / D06 - Concrete Related Services	12/31/2021	628194
Spencer Electric	P O BOX 42	Cutten	CA	C61 / D06 - Concrete Related Services	6/30/2020	917603
Class D-09 Drilling, Blasting and Oil Field Work						
Mike Brown Electric Company	561-A Mercantile Drive	Cotati	CA	D09 Drilling, Blasting and Oil Field Work	4/30/2020	306767
Nor-Cal Pump & Well Drilling, Inc.	1325 Barry Road	Yuba City	CA	D09 Drilling, Blasting and Oil Field Work	1/31/2020	908591
Class D-10 Elevated Floors						
N/A						
Class D-12 Synthetic Products						
Flexground Surfaces, Inc.	2029 Opportunity Drive Ste 3	Roseville	CA	C61 / D12 Synthetic Products	5/31/2021	1003439
New World Manufacturing, Inc.	P O BOX 248	Cloverdale	CA	C61 / D12 Synthetic Products	5/31/2021	618911
Class D-21 Machinery & Pumps						
Commercial Pump & Mechanical	P O BOX 7947	Chico	CA	C61 / D21 Machinery & Pumps	3/31/2021	921066
Cushman Contracting Corporation	P O BOX 147	Goleta	CA	C61 / D21 Machinery & Pumps	6/30/2020	689962
GSE Construction Company, Inc.	7633 Southfront Rd., Ste 160	Livermore	CA	C61 / D21 Machinery & Pumps	3/31/2021	401498
Nor-Cal Pump & Well Drilling, Inc.	1325 Barry Road	Yuba City	CA	C61 / D21 Machinery & Pumps	1/31/2020	908591
Weeks Drilling and Pump Co.	P O BOX 176	Sebastopol	CA	C61 / D21 Machinery & Pumps	9/30/2020	177681
Class D-23 Medical Gas Systems						
N/A						
Class D-24 Metal Products						
N/A						
Class D-28 Doors, Gates & Activating Devices						
N/A						
Class D-31 Pole Installation & Maintenance						
N/A						
Class D-34 Prefabricated Equipment						
Flexground Surfaces, Inc.	2029 Opportunity Drive Ste 3	Roseville	CA	C61 / D-34 Prefabricated Equipment	5/31/2021	1003439
Class D-35 Pool and Spa Maintenance						
N/A						
Class D-38 Sand & Water Blasting						
Class D-39 Scaffolding						
N/A						
Class D-40 Srvc Stn Equip & Maint						
N/A						

CITY OF UKIAH'S LIST OF QUALIFIED CONTRACTORS 2020						
Company	Address 1	City	State	Class	State License Expiration	State License No.
Class D-41 Siding and Decking						
N/A						
Class D-42 Sign Installation						
N/A						
Class D-49 Tree Service						
Family Tree Resource, Inc.	P.O. Box 1501	Laytonville	CA	D49 Tree Service	12/31/2021	1048457
Family Tree Service, Inc.	P O BOX 1325	Laytonville	CA	D49 Tree Service	2/29/2020	640013
Image Tree Service, Inc.	564 Caletti Ave.	Windsor	CA	D49 Tree Service	7/31/2021	719689
Class D-52 Window Covering						
Conklin Bros of Santa Rosa, Inc.	3780 Santa Rosa Ave.	Santa Rosa	CA	D52 Window Covering	7/31/2020	248359
Class D-64 Non Specialized						
N/A						
HAZ Hazardous Substance Removal Certification						
Argonaut Constructors	P O Box 639	Santa Rosa	CA	HAZ Hazardous Substance Removal Certification	12/31/2021	171432
Beacom Construction Company	P O BOX 457	Fortuna	CA	HAZ Hazardous Substance Removal Certification	11/30/2020	168923
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	HAZ Hazardous Substance Removal Certification	10/31/2020	656741
CAL, Inc.	2040 Peabody Rd.	Vacaville	CA	HAZ Hazardous Substance Removal Certification	10/31/2020	657754
Climate Control, inc.	126 4th Street	Colusa	CA	HAZ Hazardous Substance Removal Certification	4/30/2020	835592
Coleman Environmental Engineering, Inc.	P O BOX 1020	Upper Lake	CA	HAZ Hazardous Substance Removal Certification	6/30/2020	764005
EBA Engineering	825 Sonoma Ave., Ste. C	Santa Rosa	CA	HAZ Hazardous Substance Removal Certification	1/31/2021	662725
Empire Earthworks LLC	2280 Hwy 116	Sebastopol	CA	HAZ Hazardous Substance Removal Certification	3/31/2020	1011615
Fieldstone Construction Company	5915 Faught Road	Santa Rosa	CA	HAZ Hazardous Substance Removal Certification	5/31/2021	983863
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	HAZ Hazardous Substance Removal Certification	7/31/2020	391464
GSE Construction Company, Inc.	7633 Southfront Rd., Ste 160	Livermore	CA	HAZ Hazardous Substance Removal Certification	3/31/2021	401498
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	HAZ Hazardous Substance Removal Certification	5/31/2020	644515
Green Right O'Way Constructors, Inc.	P O BOX 306	Ukiah	CA	HAZ Hazardous Substance Removal Certification	10/31/2021	741568
Mountain Cascade Inc.	555 Exchange Court	Livermore	CA	HAZ Hazardous Substance Removal Certification	5/31/2020	422496
Pacific Underground Services	3881 Martha Drive	Martinez	CA	HAZ Hazardous Substance Removal Certification	5/31/2020	722684
Siri Grading & Paving, Inc.	P O BOX 3638	Santa Rosa	CA	HAZ Hazardous Substance Removal Certification	1/31/2020	325681
Steelhead Constructors, Inc.	P O BOX 997	Palo Cedro	CA	HAZ Hazardous Substance Removal Certification	11/30/2020	729880
Team Ghilotti, Inc.	2531 Petaluma Blvd., So.	Petaluma	CA	HAZ Hazardous Substance Removal Certification	4/30/2021	895384
TerraCon Constructors, Inc.	P O BOX 276	Healdsburg	CA	HAZ Hazardous Substance Removal Certification	11/30/2021	562511
Wahlund Construction, Inc.	830 Hilma Drive	Eureka	CA	HAZ Hazardous Substance Removal Certification	9/30/2020	678993
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	HAZ Hazardous Substance Removal Certification	2/29/2020	718733
HIC Home Improvement Certification						
N/A						



AGENDA SUMMARY REPORT

SUBJECT: Approve Amendment 1 to Mead and Hunt Professional Services Agreement for the FAA Grant Funded Runway 15-33 Pavement Rehabilitation and Taxiway Realignment Design Project.

DEPARTMENT: Airport **PREPARED BY:** Greg Owen, Airport Manager

ATTACHMENTS:

1. Mead & Hunt Contract
2. UKI Rwy Design Amendment 1 - proposed

Summary: Staff is requesting an amendment for \$26,453.13 to the design grant for additional time and services required in coordination with the FAA to complete the design. At the FAA's request, the project was split into two parts, resulting in additional design costs, which will be reimbursed by FAA.

Background: Under both State law and FAA procurement requirements, engineering services must be procured in a two-step process. In step one, the best qualified firm is selected based on previously-established criteria. In step two, the cost of services is negotiated with the top-rated firm. If a satisfactory price cannot be negotiated with that firm, the City can initiate negotiations with the second place firm.

In 2013, Mead & Hunt was selected as the top-ranked consultant. This selection allows Mead & Hunt to provide engineering services that require only an independent fee estimate for future projects.

As part of the of the grant process, a fee estimate is required from an independent consulting firm. Staff was able to find a firm called Independent Fee Estimates. Staff requested Independent Fee Estimates to perform the required review of this project.

Independent Fee Estimate

TOTAL MEAD & HUNT FEES	\$367,899.05
TOTAL DIRECT SUB CONSULTANT FEES	\$25,004.30
TOTAL PROJECT FEES	\$392,903.35

Mead & Hunt

TOTAL MEAD & HUNT FEES	\$131,993.00
TOTAL DIRECT SUB CONSULTANT FEES	\$55,000.00
TOTAL PROJECT FEES	\$189,993.00

As you can see from the table above Independent Fee Estimate shows that the proposal from Mead & Hunt was competitive and a lower cost.

Discussion: Staff is requesting an amendment for \$26,453.13 to the Professional Consulting Services Agreement for the FAA Grant Funded Runway 15-33 Pavement Rehabilitation and Taxiway Realignment Design Project for additional time and services required in coordination with the FAA to complete the design. Please refer to Attachment 1 for a copy of the agreement, and Attachment 2 for the proposed amendment.

At the FAA's request, the design of the original runway rehabilitation project was split into two separate construction projects. This changed the scope of work and add more to the design. The FAA has reviewed this amendment of the contract and has agreed to provide additional funds in the approved grant amount.

Recommended Action: Approve Amendment 1 Mead and Hunt Professional Consulting Services Agreement for the FAA Grant Funded Runway 15-33 Pavement Rehabilitation and Taxiway Realignment Design Project in the amount of \$26,453.13.

BUDGET AMENDMENT REQUIRED: yes

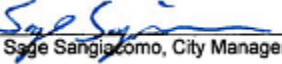
CURRENT BUDGET AMOUNT: 77800000.80230.1504: \$0

PROPOSED BUDGET AMOUNT: 77800000.80230.15040 \$26,450

FINANCING SOURCE: FAA Grant

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1617158

COORDINATED WITH: Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
[Design Professional]

This Agreement, made and entered into this 7th day of March, 2017 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Mead & Hunt, a corporation, organized and in good standing under the laws of the state of Wisconsin, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to design services for the FAA grant funded runway 15-33 pavement rehabilitation and taxiway realignment project.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Exhibit "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

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

2.0 SCOPE OF SERVICES

- 2.1 As set forth in "Exhibit A".
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within the timeframe established in Exhibit A. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$189,993.00. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Exhibit A, which shall include all indirect costs and

expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Exhibit A. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount. Prevailing Wage may be required for certain portions of work performed, as identified in Exhibit B.

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Exhibit "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and the expenses claimed.
- 5.0 ASSURANCES OF CONSULTANT
- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not City's agent, employee, or representative for any purpose.

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

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

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

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

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

6.0 INDEMNIFICATION

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

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

2. Worker's Compensation and Employers Liability Coverage

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

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend one year from receipt of final invoice for the project.

4. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, after notice to Consultant that City has paid the premium, the cost of insurance may be deducted from the compensation otherwise due the contractor under the terms of this Contract.

G. Subcontractors

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

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

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all

costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

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

7.0 CONTRACT PROVISIONS

- 7.1 Documents and Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Exhibit "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Exhibit(s), Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder,

subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.

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

8.0 NOTICES

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

CITY OF UKIAH
MUNICIPAL AIRPORT
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

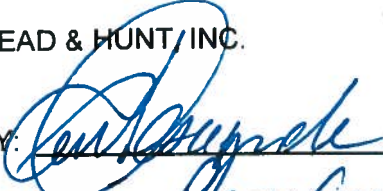
MEAD & HUNT, INC.
ATTN: ROBERT CASAGRANDE
1360 19TH HOLE DR., SUITE 200
WINDSOR, CA 95492

9.0 SIGNATURES

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

MEAD & HUNT, INC.

BY:

 VICE PRESIDENT

Date

3/14/17

PRINT NAME: ROBERT CASAGRANDE

39-0793822

IRS IDN Number

CITY OF UKIAH

BY:


SAGE SANGIACOMO
CITY MANAGER

Date

3-20-17

ATTEST

CITY CLERK



Date

3-20-17

UKIAH MUNICIPAL AIRPORT
City of Ukiah
Runway 15-33 Pavement Rehabilitation and Taxiway Realignment
Design Engineering Scope of Services
October 14, 2016

PROJECT DESCRIPTION

The City of Ukiah (CITY) has requested a scope of services from Mead & Hunt, Inc. (CONSULTANT) to provide engineering and design services to reduce the width of the existing runway, which is 4,415 feet long by 150 feet wide, to 75 feet wide, at the Ukiah Municipal Airport. The remaining pavement will be rehabilitated by a combination of several different pavement repair methods as determined by the geotechnical and field testing investigations. It is anticipated that the rehabilitation will involve crack repair work, application of a slurry seal, installation of new MIRLS, and the application of new markings.

In addition, Taxiways B and D existing connector taxiways do not meet current Federal Aviation Administration (FAA) standards. This Project will include review of the required design standards to address the proposed alignment changes, and the design of the new connector taxiway, Taxiways A2 and A4, meeting current FAA design standards. Sufficient design will be performed to accommodate these changes as they relate to their intersection with the proposed runway width reduction. Additional design will be required at a later date to address changes to other taxiways within the taxiway system on the Airport.

Also included in this rehabilitation project is a Non-Federal Reimbursable Agreement between the Department of Transportation, the FAA, and the City of Ukiah for engineering services to "Replace VASI with PAPI and Relocate REILs." That agreement and its scope of work and fees, is addressed under a separate contract document between the FAA and the City of Ukiah.

This Project will be funded by the FAA's Airport Improvement Program (AIP) grant number 3-06-0268-013-2016.

SCOPE OF SERVICES

This Scope of Services represents the work to be provided by CONSULTANT to the CITY for the preparation of the design and the bidding documents for the Runway 15-33 Pavement Reduction and Rehabilitation and Demolition of Taxiways B and D, and the construction of new connector Taxiways A2 and A4. Consultant proposes to provide the following services.

DESIGN SERVICE PHASES

PHASE I CONTRACT ADMINISTRATION AND COORDINATION

This phase involves those activities required for defining the scope of Project, negotiating contract and subcontracts, and general coordination and administration for the duration of the Project, including (but not limited to) the following activities:

1.0 PROJECT SCOPING

1.1 Preliminary Meetings with the CITY

CONSULTANT will confer with the CITY to ascertain project requirements, finances, schedules, and other pertinent matters and will meet, if needed, with the FAA and other concerned agencies and parties on matters affecting the Project, and will arrive at a mutual understanding of such matters with the CITY. The CITY shall provide the CONSULTANT with any environmental documents available. The CONSULTANT will determine the need for topographical surveying and pavement/geotechnical testing. It is anticipated that there will be two (2) meetings with the CITY and/or the FAA, with one meetings occurring at the Project location.

1.2 Prepare Project Scope of Work and Proposal

This task includes preparing the scope of work and fee proposal and negotiating the contract scope and fee with the CITY. This also includes coordination with subconsultants for scopes and fees.

2.0 PREPARE CONTRACT AND SUB-CONTRACTS

This includes preparing the CONSULTANT-CITY contract and preparing subconsultant contracts.

3.0 PROJECT COORDINATION (coordination with Design Team, CITY, FAA etc.)

CONSULTANT will coordinate with the subconsultants, CITY, FAA, and other applicable agencies to complete the work elements in Phase I. Weekly progress meetings will be held with the design team and CITY along with monthly reports to the FAA.

4.0 GENERAL ADMINISTRATION

Provide general administration during the design. A Project Manager will be assigned to this Project to monitor continuity during the work described in this scope. The Project Manager's responsibilities include the following:

- a. Define tasks, schedules, and costs.
- b. Monitor work progress and resolve problems.
- c. Maintain up-to-date schedules.
- d. Coordinate with the CITY to receive their input; address their concerns; keep them informed regarding Project status; obtain their concurrence on Project scope, cost, and schedule; and obtain their input and approval of concepts and final design.
- e. Focus the efforts of the CONSULTANT and subconsultants to expedite the design of a quality Project that meets the needs and budget of the CITY.
- f. Maintain quality control on work of the CONSULTANT and subconsultants. Implement and monitor a program of Quality Control (QC) and Quality Assurance (QA).
- g. Prepare invoices to submit to the CITY in accordance with the CITY's standard invoice requirements.

5.0 GRANT APPLICATION AND ADMINISTRATION

This element of work includes the preparation of the grant application before design has been completed and revisions to the application after bids are accepted. Preparation of the application will include the following:

- a. Federal forms 424 and 5100, current forms.

- b. Create program narrative, discussing the purpose and need of the work and the method of accomplishment
- c. Project Funding Summary
- d. Prepare Preliminary Estimate
- e. Include current Exhibit A Property Map
- f. Prepare an exhibit of proposed Project area to be submitted with application
- g. Prepare the Sponsor's Certifications (all that pertain to this Project; usually 4 certifications)
- h. Attach the current Grant Assurances
- i. Include Title VI Assurances

The CONSULTANT will prepare an electronic "application package" in pdf. format and submit to the CITY for approval and signatures. CITY will then send two (2) copies of the signed application package to the FAA for further processing.

PHASE I DELIVERABLES

- 1) Final Scope of Services – Two (2) original
- 2) Executed Contract – Three (3) originals
- 3) Grant Application – Four (4) copies

PHASE II SURVEY, GEOTECHNICAL INVESTIGATION, AND DESIGN CONCEPT REPORT

6.0 TOPOGRAPHICAL SURVEYING

6.1. Coordination to Collect Existing Data and Locate Existing Facilities and Utilities

CONSULTANT will coordinate the collection of existing data and locate known utilities. This task includes collection and review of as-built plans and available existing survey information in order to gather information on existing topography, facilities, and utilities. This also includes coordination for field utility locates with CITY and FAA. The CONSULTANT will coordinate with field survey crews to establish survey limits, coordinate access, establish survey schedule, and provide available survey control information.

6.2. Survey Control (CONSULTANT and Subconsultant)

Survey control will be established and used for design surveys. The CONSULTANT will provide a drawing showing the location of the existing or established control for the Project. The CONSULTANT will coordinate necessary bench loop and traverse procedures to verify accuracy of vertical and horizontal control points. If applicable, the CONSULTANT will establish runway end coordinates and runway centerline alignments, and tie these into the Project survey control.

6.3. Convert Survey Data for Design Software

This work includes analyzing the topographical surveying data and preparing the data for use with computer modeling. Included are establishment of design coordinates and alignments to be used, inputting raw survey data into the computer to generate a design surface, review computer generated surface, and generate contours, and process pavement profiles and cross sections.

7.0 GEOTECHNICAL INVESTIGATION

7.1 Coordination for Geotechnical Work

This task includes data collection, review of as-built plans, and compiling available existing geotechnical information in order to gather information on existing soil conditions and past geotechnical or pavement test results. Coordination will be done with the geotechnical sub-CONSULTANT to schedule work and establish any work constraint parameters.

7.2 Establish Project Testing Requirements

The CONSULTANT will determine the type and frequency of geotechnical testing required for the Project. The testing shall consider such items as pavement type, design methodology, type of wheel loading, and weight of design aircraft (e.g. greater than or less than 60,000 lbs.). The CONSULTANT will use this information to perform the following tasks:

- a. Determine soil boring locations and frequency of testing.
- b. Develop a Project sketch showing location and coordinates of borings.
- c. Determine soil sampling locations and types of soils testing required.

7.3 Site Visit

Perform visual assessment of the existing pavement and document visible distresses. Calculate quantity of and severity of cracks and their locations.

7.4 Analyze Data

After receiving the testing report from the geotechnical firm, the CONSULTANT will analyze the data and existing geotechnical data from previous projects, to determine appropriate pavement designs to be incorporated into the plans.

7.5 Prepare Proposed Pavement Design Alternatives

The CONSULTANT will use the information obtained in the geotechnical investigation to determine the pavement sections required to support the design vehicle or aircraft using FAA Advisory Circular 150/5320-6E, *Airport Pavement Design and Evaluation*. Particular consideration will be given to reusing existing material when practical and minimizing construction material off haul as part of the design.

The following efforts will be completed under this task:

- a. Verify the pavement section based on accepted FAA pavement design procedures. The applicable design program to be used will be the most current version of FAARFIELD. Develop pavement design alternatives and make recommendations as to the most economical pavement section and/or rehabilitation alternative. Perform pavement design calculation with a total of up to three (3) pavement design alternatives, one (1) full reconstruction alternatives and two (1) overlay alternatives, traditional mill and overlay and cold in place recycling options.
- b. Evaluate pavement design alternatives using the guidelines and procedures provided in FAA Advisory Circular 150/5335-5C, *Standardized Method of Reporting Pavement Strength – PCN*.
- c. Calculate sub-excavation, undercutting, and other techniques for subgrade stabilization.
- d. Review proposed pavement analysis with FAA Engineer during the review meeting included at the completion of this element.
- e. Prepare pavement design narrative to describe the design procedure, historic design, and justification for the CITY and FAA.

After receiving the testing report from the geotechnical firm, the CONSULTANT will analyze the data and existing geotechnical data from previous projects, to determine appropriate pavement designs to be incorporated into the plans.

8.0 PREPARE PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST (OPCC)

8.1 Calculate Estimated Preliminary Quantities

The CONSULTANT will calculate necessary quantities for the various work items. Quantities will be consistent with the Specifications and acceptable quantity calculation practices. Electrical and drainage improvements will not be evaluated as part of this phase. The CONSULTANT will include contingency line items in the OPCC for such items.

8.2 Prepare Preliminary OPCC

The CONSULTANT will provide a preliminary OPCC based on record cost data and similar work. The OPCC shall include all costs for design, construction, construction administration, and CITY administration, for grant application purposes. The OPCC shall be included in the Preliminary Project Design Concept Report.

9.0 PREPARE PRELIMINARY PROJECT DESIGN CONCEPT REPORT

The objective of this phase is to investigate, evaluate and provide a recommendation to the CITY of the preferred pavement rehabilitation, based on the best engineering practices, for the Project. The purpose of the report is to document the design approach and provide justification for the preferred alternative to the FAA for their consideration and to obtain their concurrence with the design method, as well as gain funding eligibility. To document the results of this phase a Preliminary Project Design Concept Report will be prepared. The report will include the summary of the following:

- a. Project description and exhibits.
- b. Evaluation of existing pavement condition.
- c. Evaluation of applicable pavement geometric design.
- d. FAA Advisory Circular 150/5300-13A evaluation of existing pavement characteristics.
- e. Evaluation of topography and surface gradients per FAA standards.
- f. Pavement Rehabilitation Alternative Analysis and recommendation.
- g. Geotechnical analysis and subgrade recommendations.
- h. Preliminary OPCC.

10.0 PHASE II PROJECT MEETINGS

The CONSULTANT will arrange and lead a meeting to review Phase II work progress, as described in the subtasks below. The CONSULTANT will produce drawings and handouts, as needed, to conduct each meeting and will prepare minutes to document the discussions.

10.1 Present Design Concept Alternatives and Recommendations to CITY

The CONSULTANT will prepare for and conduct a meeting to present the findings of the preliminary engineering phase and any alternatives and recommendations for the Project.

10.2 Coordination Meeting (with FAA, Caltrans, local agencies, subconsultants, etc.) and Site Investigation Visit

The CONSULTANT will conduct one coordination meeting in conjunction with one site visit to the Airport (or other named site) if needed.

PHASE II DELIVERABLES

At the completion of Phase II, the CONSULTANT will deliver the following information to the CITY:

- 1) Draft Preliminary Project Design Concept Report – Electronic submittal.
- 2) Final Preliminary Project Design Concept Report – Three (3) bound hard copies.
- 3) Geotechnical Report – Provided as part of the report.

PHASE III 60% DESIGN

11.0 PREPARE PLAN SHEETS FOR 60% SUBMITTAL

- 11.1 Prepare a Project Layout Plan sheet that will depict the proposed improvements.
- 11.2 Prepare the Construction Safety and Phasing Plan sheets.
- 11.3 Prepare a typical section sheet with preliminary design sections for review.
- 11.4 Develop and review impact of potential pavement design section alternatives.
- 11.5 Project Plans – 60%

Plan sheets will be prepared depicting the proposed improvements as indicated under Project Description. The following is a general list of drawings that will be used as a guideline. Actual number and title of drawings may be modified during the design process.

General:

- | | |
|-------|--------------------------------------|
| G-001 | Cover Sheet, Sheet Index and Symbols |
| G-002 | Legend and Abbreviations |
| G-003 | General Notes |
| G-021 | Project Layout Plan |
| G-041 | Survey Control Plan |
| G-081 | Construction Safety and Phasing Plan |

Geotechnical:

- | | |
|-------|------------------------------|
| B-051 | Plan and Log of Soil Borings |
|-------|------------------------------|

Civil:

General

- | | |
|-------|----------------------------|
| C-021 | Erosion Control Plans |
| C-031 | Erosion Control Details |
| C-051 | Demolition Plans |
| C-061 | Demolition Details |
| C-081 | Geometrics |
| C-101 | Grading and Drainage Plans |
| C-201 | Plan and Profiles |
| C-301 | Typical Sections |
| C-311 | Paving Details |

Marking

C-651	Marking Plans
C-671	Marking Details
X-Sections	
C-901	Cross Sections

12.0 PREPARE FAA PAVEMENT DESIGN REPORT AND FAA FORM 5100.

This task will consist of using information obtained in the geotechnical investigation to calculate the required pavement sections required to support the design vehicle or aircraft using FAA Advisory Circular 150/5320-6E, *Airport Pavement Design and Evaluation*.

The following efforts will be completed under this task:

- a. Determine critical design aircraft or vehicle based on current and forecasted aircraft fleet mix and vehicular use.
- b. Develop the pavement section based on accepted FAA pavement design programs. The applicable design program to be used is FAARFIELD. Develop pavement design alternatives and make recommendations as to the most economical pavement section and/or rehabilitation alternative.
- c. Evaluate interim and ultimate pavement strength requirements.
- d. Evaluate effects of pavement profile on adjacent operational pavement areas and future apron/taxiway pavement rehabilitation.
- e. Evaluate subgrade stabilization technics - over excavation, undercutting, cement/lime treatment and other techniques for subgrade stabilization.
- f. Review proposed pavement analysis with FAA Engineer.
- g. Prepare pavement design narrative to describe the design procedure, historic design, and justification for the FAA and CITY.
- h. Prepare FAA Pavement Design Form 5100 for each separate pavement section for inclusion in the final Engineer's Design Report.

13.0 PREPARE PRELIMINARY SURFACE DRAINAGE ANALYSIS

Preliminary surface drainage design will be completed in accordance with standard engineering practices, local requirements, and in accordance with the FAA Advisory Circular 150/5320-5C, *Surface Drainage Design*. The CONSULTANT will also examine the Storm Water Pollution Prevention Plan (SWPPP) provided by CITY to determine whether it's up to date or whether it needs to be updated to include the proposed development. The CONSULTANT will also determine which drainage permits will be needed by the proposed development.

14.0 PREPARE 60% COST ESTIMATE

- a. Calculate Estimated 60% Quantities. The CONSULTANT will calculate necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices.
- b. Prepare 60% Cost Estimate. The CONSULTANT will provide a preliminary cost estimate based on record cost data and similar work. Cost estimate shall be included in the Design Letter Report.

15.0 PREPARE 60% DESIGN LETTER REPORT

To document the results of a 60% design, a letter report will be prepared. The report will include the summary of the Project scope, geometrics, pavement design, drainage design, pavement marking,

environmental issues, construction phasing plans, and a preliminary Project construction cost. The report will also contain details on alternative design concepts that were investigated (if any) as part of the preliminary design effort and recommendations on which alternatives to pursue. This report will discuss funding, budget, strategies for bidding the Project and potential use of bid alternates. The information will be presented in letter report format for review by the CITY.

16.0 PREPARE FAA FORM 7460 (if required)

CONSULTANT will complete a notice of proposed construction or alteration as per FAA guidelines and will send the form to the CITY to be submitted to the FAA.

17.0 REVIEW ENVIRONMENTAL DOCUMENTATION.

CONSULTANT will review environmental documentation provided by the CITY and meet with the CITY to discuss the documents and the impact of this data on the proposed Airport improvements.

18.0 PHASE III PROJECT MEETINGS

The CONSULTANT will arrange and lead meetings to address Phase III work progress, as described in the subtasks below. The CONSULTANT will produce drawings and handouts, as needed, to conduct each meeting and will prepare minutes to document the discussions.

18.1 Present 60% Design Alternatives and Recommendations to CITY

The CONSULTANT will prepare for and conduct a meeting at the Airport to present and discuss the findings of the 60% engineering phase and any alternatives and recommendations for the Project.

18.2 Coordination Meeting (with FAA, Caltrans, local agencies, subconsultants, etc.) and Site Investigation Visit

The CONSULTANT will conduct one coordination meeting in conjunction with one site visit to the Airport (or other named site) if needed.

PHASE III DELIVERABLES

At the completion of Phase III, the CONSULTANT will deliver the following information to the CITY:

- 1) 60% Design Report – Two (2) copies
- 2) Plans in support of 60% design – Two (2) copies
- 3) FAA Form 7460 – Two (2) copies
- 4) FAA Pavement Report and Form 5100 – Two (2) Copies

PHASE IV FINAL DESIGN (90% and Final)

19.0 PREPARE SPECIFICATIONS

The CONSULTANT will assemble the specifications and bid documents for CITY to use in obtaining competitive bids for the work. All documents shall meet current FAA Standards for AIP funded projects.

19.1 Prepare Bidding and Contract Documents

The CONSULTANT will prepare bidding and contract documents including, but not limited to, Invitation for Bids (Notice to Bidders), Instruction to Bidders, Proposal (Bid Form), List of Subcontractors, FAA Required Certifications, Equal Employment Opportunity Clauses, DBE Requirements, Suspension and Debarments Requirements, Sample Construction

Contract/Agreement, Bid Bond, Performance Bond, and Payment Bond. All documents shall be based on the current FAA standards and provisions.

19.1.1 Required Federal Provisions

Federal laws and regulations require that specific contract provisions be included in federally funded contracts, as established within the grant assurances. Consultant will include the Required Federal Provisions in the bid documents. These requirements cover items such as:

- Affirmative Action Plan
- Buy American Preferences
- Civil Rights
- Disadvantaged Business Enterprises
- Federal Fair Labor Standards Act (Minimum Wage)
- Lobbying and Influencing Federal Employees
- Occupational Safety and Health Act
- Davis Bacon Requirements
- Equal Employment Opportunity
- Non-segregated Facilities

19.1.2 FAA General Provisions (Advisory Circular 150-5370-10G)

FAA requires these provisions be included and complied with for all projects funded with federal grant monies through the Airport Improvement Program (AIP), as established within the grant assurances. The CONSULTANT will include the FAA General Provisions and provide any Project specific information. These provisions cannot be modified other than where noted in the document.

19.1.3 Prepare Special Provisions for Airport Construction

The CONSULTANT will prepare Special Provisions to address, or expand on, conditions specific to construction on airports that require additional clarification. They will include, but are not limited to information regarding the following items (as applicable):

- General Safety Requirements, Airfield Safety and Traffic Control
- Record Drawings
- Time Limitations
- Liquidated Damages
- Barricades and Runway Closure Markers
- Radio Communication
- Access and Security
- Work Hour Limitations
- SWPPP Requirements and guidance for Contractor

19.1.4 Prepare Technical Specifications

The CONSULTANT will prepare Technical Specifications using FAA Standard Specifications and FAA format. For work not covered by FAA Standards, CITY or Caltrans Standard Specifications will be used.

20.0 PREPARE FINAL SURFACE DRAINAGE ANALYSIS

Using the findings from the preliminary drainage analysis completed in Phase II, a final surface drainage and storm sewer impact design will be completed in accordance with standard engineering practices, local requirements, and the FAA Advisory Circular 150/5320-5C, *Surface Drainage Design*.

21.0 PREPARE LIGHTING LAYOUT AND CIRCUIT CALCULATIONS

The CONSULTANT will establish the lighting layouts and equipment necessary to meet FAA criteria and standards and to meet the National Electrical Code. Included for this work item are the following tasks:

- a. Layout light locations.
- b. Visit site to inventory existing equipment.
- c. Determine functional characteristics of proposed system (e.g. voltage/current, facility control, etc.).
- d. Design new home-run circuiting in coordination with the location of the vault.
- e. Determine sign legends and sign sizes, if not being reused.
- f. Calculate voltage drop and estimate wire size to meet the National Electrical Code.
- g. Layout conduit locations and sizes.
- h. Calculate fault current.
- i. Calculate regulator, transformer, and control equipment sizes.
- j. Prepare narrative discussion (layout, equipment selection, sizes, electrical calculations).

22.0 UPDATE AIRPORT SIGNING AND MARKING PLAN - NIC

23.0 EROSION CONTROL PLAN

The CONSULTANT will develop an Erosion Control Plan for the Project that is in general conformance with BAT (Best Available Technology) management practices. The plan will detail types of erosion control measures recommended for the site in addition to other information needed for the NPDES permitting application. The Contractor shall prepare the SWPPP. This information shall include, but not limited to:

- a. Project Location
- b. Size of Disturbance of Project
- c. Amount of Impervious Surface
- d. Hydrologic Classification of Site
- e. Receiving Waters
- f. Site Drainage Overview

24.0 PREPARE SPONSOR CERTIFICATIONS, JUSTIFICATIONS FOR MODIFICATIONS TO FAA STANDARDS, AND MODIFICATION OF STANDARDS (if required)

24.1 Sponsor Certifications

The CONSULTANT will complete the required Sponsor Certifications verifying the plans and specifications were developed in accordance with Federal guidelines, and the Equipment/Construction certification.

24.2 Justifications for Modification of Standards

If any additions or modifications are made to FAA Standards (General Provisions and/or Technical Specifications) justifications for the change must be provided to the FAA. CONSULTANT will prepare justifications as needed; these will be included in the Engineer's Design Report.

24.3 Modification of Standards

If necessary, the CONSULTANT will prepare a Request for Modification to Standards, if found to be necessary for the project.

25.0 PREPARE 90% SUBMITTAL

Based on CITY's written review comments on the preliminary submittal, prepare 90% engineering design documents of all improvements. This work shall include:

- a. Perform internal QA/QC for all documents included in the 90% submittal.
- b. Prepare and submit 90% plans.
- c. Prepare and submit 90% specifications and bid documents.
- d. Prepare and submit 90% cost estimate.
- e. Conduct 90% review meeting with the CITY to go over submitted data and discuss schedule for final submittals.

26.0 PREPARE AND SUBMIT FINAL CONTRACT DOCUMENTS

A final set of contract documents will be prepared that will incorporate revisions, modifications, and corrections determined during the FAA and CITY's review of the ninety percent (90%) submittal.

27.0 PREPARE AND SUBMIT FINAL COST ESTIMATE

- a. Calculate Estimated Final Quantities. Prepare Final Cost Estimate.
- b. Using the final quantities calculated following the completion of the plans and specifications, the CONSULTANT will prepare the final construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

28.0 PREPARE AND SUBMIT ENGINEER'S DESIGN REPORT

Prepare the Engineer's Design Report in conformance with FAA requirements. The report will include a summary and explanation of the Project design including (as applicable) geometrics, pavement and electrical design, drainage design, pavement marking, environmental issues, phasing plans, and a Project schedule. The report will also contain any alternative design concepts that were investigated and evaluated. A construction operation plan will be included, as well as a final Engineer's cost estimate. This report will also include details for bidding the Project and recommended bid alternates. The report shall include, but not be limited to, the following:

- a. Project Scope
- b. Design Standards
- c. Topographic Survey Summary
- d. Geotechnical Investigation Summary (report included as an Appendix)
- e. Design Geometrics (reference Federal Advisory Circular 150/5300-13A)
- f. Pavement Design Analysis (reference Federal Advisory Circular 150/5320-6E)

- g. Drainage Considerations
- h. Pavement Marking Considerations
- i. Airport Operational Safety (reference Federal Advisory Circular 150/5370-2F)
- j. Construction Estimate
- k. Project Schedule and Construction Phasing
- l. Summary of Contract Documents
- m. Construction Inspection and Testing
- n. Deviations From FAA Standards
- o. Sponsor Certification for Project Plans and Specifications
- p. Sponsor Certification for Equipment/Construction Contract

29.0 PREPARE CONSTRUCTION SAFETY AND PHASING PLAN

CONSULTANT will prepare a Construction Safety and Phasing Plan (CSPP) in conformance with FAA Standards and AC 150/5370-2F, *Operations on Airports During Construction*. The CSPP will be uploaded to the FAA online portal for review and approval. The final CSPP will be included in the Bid Document package and will include the following information:

- a. Overview & Purpose
- b. Construction Safety Responsibility of Each Party
- c. Construction Phasing, including (but not limited to):
 - Phasing and time limitations
 - Areas and operations affected by construction
 - Wildlife management
 - Hazardous materials management
 - Inspection requirements
 - Marking and signs for access routes
 - Protection of runway and taxiway critical areas
 - Safety plan compliance document
- d. Construction Safety and Phasing Plan Sheet(s)

30.0 PHASE IV PROJECT MEETINGS

The CONSULTANT will arrange and lead the meetings as described below. The CONSULTANT will produce drawings and handouts, as needed, to conduct each meeting and shall issue minutes to document the discussion. The following meetings shall be included in Phase IV:

30.1 Conduct 90% Submittal review meeting (1)

The CONSULTANT will prepare for and conduct a meeting at the Airport to present the results of the 90% engineering phase and any alternatives and recommendations for the Project.

30.2 Conduct Final Submittal review meeting (1)

The CONSULTANT will prepare for and conduct a meeting at the Airport to present the findings of the Final engineering phase and any alternatives and recommendations for the Project.

30.3 Coordination meetings with CITY and FAA (1)

The CONSULTANT will conduct one coordination meeting in conjunction with one site visits to the Airport (or other named site) if needed.

PHASE IV DELIVERABLES

During the Phase IV design effort, the CONSULTANT will deliver all of the following information to the CITY:

- 1) 90% Contract Documents – Four (4) copies each
- 2) 90% Cost Estimates – Four (4) copies each
- 3) Final Contract Documents – Four (4) hard copies each; One (1) camera-ready set of full and half size plans, one (1) camera-ready set of original Contract Documents, and electronic files of all documents.
- 4) Final Engineer's Design Report – Four (4) bound copies
- 5) Construction Safety and Phasing Plan – to be included in final bid documents.

PHASE V BID ADMINISTRATION

31.0 PREPARE ADVERTISEMENT FOR BIDS

Required advertisement dates and bidding dates will be established by the CITY. CONSULTANT will prepare the Advertisement in conformance with FAA and local standards and submit a copy of the advertisement to the CITY. The CITY shall arrange for the legal advertising in conformance with FAA and local standards and shall pay for the associated cost of advertising.

32.0 BID DOCUMENTS DISTRIBUTION - NIC

CITY will handle all plan set distribution and coordination.

33.0 RESPOND TO BIDDERS QUESTIONS (RFIs)

During the bidding process, the CITY will receive all questions and distribute to the CONSULTANT to clarify engineering contract document issues with contractors and suppliers, and for consultation with the various entities associated with the Project.

34.0 PREPARE AND DISTRIBUTE ADDENDA

CITY will prepare and issue bid addenda. CITY will distribute questions to CONSULTANT as appropriate to interpret, clarify, or change the contract documents as required. Any addenda that are generated as a sole result of the CITY's error or omission, or FAA request, will be considered as extra services, and the CONSULTANT will be reimbursed for this effort as an amendment to this contract.

35.0 PRE-BID CONFERENCE

CITY will arrange for and conduct a Pre-Bid Conference. The CONSULTANT'S Project Manager and Project Engineer will attend one Pre-Bid Conference with potential contractors and the CITY to review the Project and answer questions. The conference will be conducted at the Airport and will include a site inspection. Meeting minutes will be prepared and distributed.

36.0 BID OPENING - NIC

37.0 BID REVIEW AND BID ABSTRACT

CONSULTANT will advise CITY as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials

and equipment proposed by bidders. The CONSULTANT will prepare a spreadsheet that includes all bid items for the purpose of evaluating the lowest bidder. The CONSULTANT will input the as-bid unit prices into the spreadsheet and verify mathematical computations of the bids. The CONSULTANT will then provide recommendations to the CITY as to the name of the Apparent Low Bidder.

38.0 PREPARE RECOMMENDATION FOR AWARD

The CONSULTANT will prepare a Recommendation of Award for the CITY to accept or reject the bids as submitted. If rejection is recommended, the CONSULTANT will provide an explanation for their recommendation and possible alternative actions that the CITY can pursue to complete the Project.

PHASE V DELIVERABLES

- 1) Bid Documents – as required for bidding.
- 2) Bid Abstract – Two (2) copies and electronic files.
- 3) Recommendation of Award – Two (2) copies and electronic files.

DESIGN PARAMETERS

All designs and all work on the Project shall be in accordance with all applicable FAA Advisory Circulars. All Bidding Documents shall utilize the FAA standard construction specifications.

EXCLUDED SERVICES

The CITY and CONSULTANT agree that the following items shall be excluded from this Project and, if added to the work, shall be considered as "Additional Services":

- 1) Any environmental analysis beyond Categorical Exclusion already completed.
- 2) Any permitting or utility company fees.
- 3) Preparation of Storm Water Pollution Prevention Plan.
- 4) Construction services.

CITY'S RESPONSIBILITIES

- 1) The CITY shall provide all criteria and full information as to the CITY's requirements for the Project including: design objectives and constraints; space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations; furnish copies of all design and construction standards that CITY will require to be included in the drawings and specifications; and furnish copies of the CITY's standard forms, conditions, and related documents for CONSULTANT to include in the bidding documents, where applicable.
- 2) Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform such work as surveys and inspections in the development of the Project.
- 3) Furnish or otherwise make available such Project related information and data as is reasonably required to enable CONSULTANT to complete services as described in this scope.
- 4) Advertise for proposals from bidders (legal advertisement), open proposals at the appointed time and place, and pay all costs incidental of thereto.
- 5) Designate a CITY Representative with respect to the work to be performed under this Agreement as the CONSULTANT'S point of contact. The CITY Representative shall have complete authority to

transmit instructions, receive information, and interpret and define the CITY's policy and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

- 6) Obtain approvals and permits from governmental agencies.
- 7) Advertising
- 8) Bid documents and addenda distribution
- 9) Pre-bid conference (Consultant will attend)

ADDITIONAL SERVICES

If authorized in writing by CITY, the CONSULTANT may provide additional services of the types listed below, and CITY will compensate as stated under "Compensation for Services" section, "additional services" of this scope.

- 1) Revisions to the drawings or specifications previously approved by the CITY.
- 2) Services in connection with changes in the scope, extent, or character of portions of the Project or its design requirements.
- 3) Services in connection with Contract Change Orders requested by the CITY, and services to evaluate changes or substitutions proposed by the contractor after award of the Construction Contract.
- 4) Services resulting from CITY's request to evaluate additional alternative solutions beyond those identified in scope of work or services required as a result of CITY providing incomplete or incorrect Project information.
- 5) Services during construction of the Project.
- 6) Any miscellaneous services not specifically described in this "Scope of Services."

SCHEDULE OF COMPLETION

- 1) The CONSULTANT will complete all work called for under Phase II – survey, Geotechnical and Design Concept Report within fifty-five (55) working days from the date the CITY issues the Notice to Proceed with the work.
- 2) The CONSULTANT will complete all work called for under Phase III – 60% Design within forty-five (45) working days from the date the FAA issues comments on the Design Concept Report.
- 3) The CONSULTANT will complete the 90% submittal detailed in Phase IV – Final Design within forty (40) working days of receipt of CITY's review comments on the 60% submittal.
- 4) The CONSULTANT will complete the final Engineer's Design Report and Final Contract Documents detailed in Phase IV – Final Design, for use in bidding, within twenty-five (25) working days of the receipt of CITY's and FAA's review comments on the 90% submittal

COMPENSATION FOR SERVICES

- 1) Payment for all work outlined in this Scope of Services shall be a fixed fee of One Hundred Eighty-four Thousand Three Hundred Eighty Dollars (\$184,380.00). This fee shall include labor, materials, expenses, and incidentals necessary to complete the work as described herein. An Engineering

Services Cost Estimate is included as Attachment 1 to this Scope of Services. Payments will be made monthly based on the percentage of work complete.

- 2) Payment for any additional services requested by the CITY will be performed on a time-and-expense basis in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule (2016) included as Attachment 2 to this Scope of Services. The CONSULTANT will establish the budget for additional services prior to the start of work and may not exceed the budget without written authorization from the CITY. Any additional services must be authorized in writing by the CITY.

Aviation Services Design Engineering Work scope

AIRPORT: Ukiah Municipal Airport
 LOCATION: Ukiah, California
 AIP PROJECT NO. 3-06-0268-013-2016
 PROJECT DESCRIPTION: Runway 15-33 Pavement Reduction and Rehabilitation and Demolition of Taxiways B&D

PROJECT NUMBER: 2112200-160246.01
 DATE: 10/14/16
 REV. NO: 2

PHASE I - CONTRACT ADMINISTRATION AND COORDINATION		ENGINEERING FEES
1.0	Project Scoping	\$ 5,004.00
2.0	Prepare Contract and Sub-Contracts	\$ 1,144.00
3.0	Project Coordination	\$ 2,686.00
4.0	General Administration	\$ 7,440.00
5.0	Grant Application and Administration	\$ 2,030.00
	Expenses	\$ 604.00
TOTAL PHASE I - CONTRACT ADMINISTRATION & COORD.		\$ 18,908.00
PHASE II - SURVEY, GEOTECHNICAL AND DESIGN CONCEPT REPORT		
6.0	Topographical Surveying	\$ 6,197.00
7.0	Geotechnical Investigation	\$ 7,561.50
8.0	Preliminary Opinion of Probable Construction Cost	\$ 4,405.00
9.0	Preliminary Project Design Concept Report	\$ 3,107.00
10.0	Phase II Project Meetings	\$ 2,232.00
	Expenses	\$ 524.00
TOTAL PHASE II - SURVEY, GEOTECHNICAL, DESIGN CONCEPT		\$ 24,026.50
PHASE III - 60% DESIGN		
11.0	Prepare Plan Sheets for 60% Submittal	\$ 35,604.00
12.0	Prepare FAA Pavement Design Report and Form 5100	\$ 1,339.00
13.0	Prepare Preliminary Surface Drainage Analysis	\$ 1,146.00
14.0	Prepare 60% Cost Estimate	\$ 1,662.00
15.0	Prepare 60% Design Letter Report	\$ 1,769.00
16.0	Prepare FAA Form 7460 (if required)	\$ 874.00
17.0	Review Environmental Documentation	\$ 2,851.00
18.0	Phase III Project Meetings	\$ 3,067.00
	Expenses	\$ 524.00
TOTAL PHASE III - 60% DESIGN		\$ 48,836.00
PHASE IV - FINAL DESIGN (90% and Final)		
19.0	Prepare Specifications	\$ 6,648.00
20.0	Prepare Final Surface Drainage Analysis	\$ 930.00
21.0	Prepare Lighting Layout and Circuit Cals	\$ 3,964.00
22.0	Update Airport Signing and Marking Plan - NIC	\$ -
23.0	Erosion Control Plan	\$ 1,728.00
24.0	Prepare Certification of Engineering & Mod to Stds.	\$ 1,895.00
25.0	Prepare 90% Submittal	\$ 2,480.50
26.0	Prepare and Submit Final Contract Documents	\$ 519.50
27.0	Prepare and Submit Final Cost Estimate	\$ 1,424.00
28.0	Prepare and Submit Engineer's Design Report	\$ 2,147.50
29.0	Prepare Construction Safety and Phasing Plan	\$ 1,925.00
30.0	Phase IV Project Meetings	\$ 4,005.00
	Expenses	\$ 848.00
TOTAL PHASE IV - FINAL DESIGN (90% and Final)		\$ 28,614.50
PHASE V - BID ADMINISTRATION		
31.0	Prepare Advertisement for Bids	\$ 742.00
32.0	Bid Documents Distribution	\$ -
33.0	Respond to Bidders Questions (RFIs)	\$ 2,841.00
34.0	Prepare & Distribute Addenda	\$ 828.00
35.0	Pre-bid Conference	\$ 2,332.00
36.0	Bid Opening - NIC	\$ -
37.0	Bid Review and Bid Abstract	\$ 1,477.00
38.0	Prepare Recommendation for Award	\$ 665.00
	Expenses	\$ 210.00
TOTAL PHASE V - BIDDING PHASE		\$ 9,095.00
TOTAL MEAD & HUNT FEES		\$ 129,380.00
TOTAL DIRECT SUBCONSULTANT FEES		\$ 55,000.00
TOTAL PROJECT FEES		\$ 184,380.00

DIRECT SUB CONSULTANTS FEES	
Additional Topographic Surveying (for Design)	\$ 25,000.00
Additional Geotechnical Investigation (for Design)	\$ 30,000.00
Cultural and Biological Field Investigations	\$ -
Expenses	\$ -
TOTAL DIRECT SUB CONSULTANTS	\$ 55,000.00

Item No.	Senior Associate	Senior Project Engineer	Project Engineer	Engineer III	Electrical Engineer	Senior Engineering Technician	Technician III	Administrative Assistant	Clerical	Total Hours	Cost Summary
	\$263.00	\$216.00	\$177.00	\$144.00	\$180.00	\$160.00	\$111.00	\$95.00	\$77.00		
PHASE I - CONTRACT ADMINISTRATION AND COORDINATION											
1.0 Project Scoping											
1.1 Preliminary meetings with the City	0	5	6	0	0	0	0	1	0.5	12.5	\$ 2,275.00
1.2 Prepare project scope of work and proposal	1	5	6	0	0	0	0	3	0.5	15.5	\$ 2,728.50
Estimated Total Man-hours	1	10	12	0	0	0	0	4	1	28	
Summary Costs	\$263.00	\$2,160.00	\$2,124.00	\$0.00	\$0.00	\$0.00	\$0.00	\$380.00	\$77.00		\$ 5,004.00
2.0 Prepare Contract and Sub-Contracts											
Estimated Total Man-hours	1	2	2	0	0	0	0	1	0	6	\$ 1,144.00
Summary Costs	\$263.00	\$432.00	\$354.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95.00	\$0.00		\$ 1,144.00
3.0 Project Coordination											
Estimated Total Man-hours	0	10	2	0	0	0	0	1	1	14	\$ 2,686.00
Summary Costs	\$0.00	\$2,160.00	\$354.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95.00	\$77.00		\$ 2,686.00
4.0 General Administration											
Estimated Total Man-hours	0	10	10	10	6	5	0	2	0	43	\$ 7,440.00
Summary Costs	\$0.00	\$2,160.00	\$1,770.00	\$1,440.00	\$1,080.00	\$800.00	\$0.00	\$190.00	\$0.00		\$ 7,440.00
5.0 Grant Application and Administration											
Estimated Total Man-hours	0	3	0	4	0	0	4	3	1	15	\$ 2,030.00
Summary Costs	\$0.00	\$648.00	\$0.00	\$576.00	\$0.00	\$0.00	\$444.00	\$285.00	\$77.00		\$ 2,030.00
Expenses											
Subconsultant	0	0	0	0	0	0	0	0	0	0 Days	\$ 75.00 \$ -
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$ 75.00 \$ -
Mileage	0	360	0	0	0	0	0	0	0	360 Miles	\$ 0.90 \$ 324.00
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$ 150.00 \$ -
Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	\$ 600.00 \$ -
Meals	0	2	0	0	0	0	0	0	0	2	\$ 50.00 \$ 100.00
Trips	0	0	0	0	0	0	0	0	0	0 Days	\$ 250.00 \$ -
Miscellaneous	0	0	0	0	0	0	0	0	0	0 Days	\$ 200.00 \$ -
Reproduction	0	0	0	0	0	0	0	0	0	1	\$ 180.00 \$ 180.00
Other	0	0	0	0	0	0	0	0	0	0	\$ 100.00 \$ -
Other	0	0	0	0	0	0	0	0	0	0	\$ 50.00 \$ -
Total Expenses											\$ 604.00
PHASE I - CONTRACT ADMINISTRATION AND COORDINATION TOTAL											\$ 18,908.00

Item No.	Senior Associate	Senior Project Engineer	Project Engineer	Engineer III	Electrical Engineer	Senior Engineering Technician	Technician III	Administrative Assistant	Clerical	Total Hours	Cost Summary
	\$263.00	\$216.00	\$177.00	\$144.00	\$180.00	\$160.00	\$111.00	\$95.00	\$77.00		
PHASE II - SURVEY, GEOTECHNICAL INVESTIGATION, AND DESIGN CONCEPT REPORT											
6.0 Topographical Surveying											
6.1 Coordination (collect existing data, locate utilities)	0	0	0	2	0	8	0	1	0	11	\$ 1,663.00
6.2 Survey control	0	1	0	2	0	8	0	1	0	12	\$ 1,879.00
6.3 Convert survey data for design software	0	0	0	0	0	16	0	1	0	17	\$ 2,655.00
Estimated Total Man-hours	0	1	0	4	0	32	0	3	0	40	
Summary Costs	\$0.00	\$216.00	\$0.00	\$576.00	\$0.00	\$5,120.00	\$0.00	\$285.00	\$0.00		\$ 6,197.00
7.0 Geotechnical Investigation											
7.1 Coordination for geotechnical work	0	0	0	2	0	4	0	0	1	7	\$ 1,005.00
7.2 Establish project testing requirements	0.5	1	4	1	0	0	0	0	0	6.5	\$ 1,199.50
7.3 Site Visit	0	4	0	4	4	4	0	0	0	16	\$ 2,800.00
7.4 Analyze data	0	0	0	3	0	3	0	0	0	6	\$ 912.00
7.5 Prepare Proposed Pavement Design Alternatives	0	2	4	0	0	0	3	1	1	11	\$ 1,645.00
Estimated Total Man-hours	0.5	7	8	10	4	11	3	1	2	46.5	
Summary Costs	\$131.50	\$1,512.00	\$1,416.00	\$1,440.00	\$720.00	\$1,760.00	\$333.00	\$95.00	\$154.00		\$ 7,561.50
8.0 Preliminary Opinion of Probable Construction Cost											
8.1 Calculate Estimated Preliminary Quantities	0	0	0	2	1	8	6	0	0	17	\$ 2,414.00
8.2 Prepare Preliminary OPCC	0	2	6	0	1	0	2	1	0	12	\$ 1,991.00
Estimated Total Man-hours	0	2	6	2	2	8	8	1	0	29	
Summary Costs	\$0.00	\$432.00	\$1,062.00	\$288.00	\$360.00	\$1,280.00	\$888.00	\$95.00	\$0.00		\$ 4,405.00
9.0 Preliminary Project Design Concept Report											
Estimated Total Man-hours	0	4	8	0	1	0	0	6	1	20	\$ 3,107.00
Summary Costs	\$0.00	\$864.00	\$1,416.00	\$0.00	\$180.00	\$0.00	\$0.00	\$570.00	\$77.00		\$ 3,107.00
10.0 Phase II Project Meetings											
10.1 Present Design Concept to CITY	0	4	0	4	0	0	0	0	0	8	\$ 1,440.00
10.2 Coordinate Meeting with FAA etc.	0	1	0	4	0	0	0	0	0	5	\$ 792.00
Estimated Total Man-hours	0	5	0	8	0	0	0	0	0	13	
Summary Costs	\$0.00	\$1,080.00	\$0.00	\$1,152.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ 2,232.00
Expenses											
Subconsultant	0	0	0	0	0	0	0	0	0	0 Days	\$ 75.00 \$
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$ 75.00 \$
Mileage	0	0	0	360	0	0	0	0	0	360 Miles	\$ 0.90 \$ 324.00
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$ 150.00 \$
Miscellaneous	0	1	0	0	0	0	0	0	0	1	\$ 200.00 \$ 200.00
Other	0	0	0	0	0	0	0	0	0	0	\$ 50.00 \$
Total Expenses											\$ 524.00
PHASE II - SURVEY, GEOTECHNICAL INVESTIGATION, AND DESIGN CONCEPT REPORT TOTAL											
											\$ 24,026.50

Item No.	Senior Associate	Senior Project Engineer	Project Engineer	Engineer III	Electrical Engineer	Senior Engineering Technician	Technician III	Administrative Assistant	Clerical	Total Hours	Cost Summary
	\$263.00	\$216.00	\$177.00	\$144.00	\$180.00	\$160.00	\$111.00	\$95.00	\$77.00		
PHASE III - 60% DESIGN PLANS											
11.0 Prepare Plan Sheets for 60% Submittal											
11.1 Project Layout Sheet	0	0	0	0	0	4	1	0	0	5	\$ 751.00
11.2 Construction Safety and Phasing Plans	0	3	0	4	0	6	2	10	0	25	\$ 3,358.00
11.3 Prepare Typical Section Sheet	0	1	2	4	0	0	1	0	0	8	\$ 1,257.00
11.4 Develop potential pavement design section alternatives	0	1	2	2	0	0	1	0	0	6	\$ 999.00
11.5 Project Plans 60%											
General											
G-001 Cover Sheet, Sheet Index & Symbols	0	0	0	0	0.5	4	0	0	0	4.5	\$ 730.00
G-002 Legend & Abbreviations	0	0	0	0	0.5	2	0	0	0	2.5	\$ 410.00
G-021 Project Layout Plan	0	1	1	0	0.5	2	0	0	0	4.5	\$ 803.00
G-041 Survey Control Plan	0	0	1	0	0.5	6	0	0	0	7.5	\$ 1,227.00
G-081 Construction Safety & Phasing Plan	0	1	1	0	1	2	2	0	0	7	\$ 1,115.00
Geotechnical											
B-051 Plan and Log of Soil Borings	0	0	1	0	0	6	0	0	0	7	\$ 1,137.00
Civil - General											
C-021 Erosion Control Plans	0	0	2	0	0.5	5	0	0	0	7.5	\$ 1,244.00
C-031 Erosion Control Details	0	1	1	0	0	6	4	0	0	12	\$ 1,797.00
C-051 Demolition Plans	0	0	2	0	0.5	6	0	0	0	8.5	\$ 1,404.00
C-061 Demolition Details	0	0	1	0	0	0	0	0	0	1	\$ 177.00
C-081 Geometrics	0	0	3	0	0	4	2	0	0	9	\$ 1,393.00
C-101 Grading & Paving Plans (4 Sheets)	0	1	6	0	1	8	2	0	0	18	\$ 2,990.00
C-201 Plan & Profiles (2 Sheets)	0	1	6	0	1	0	0	0	0	8	\$ 1,458.00
C-301 Typical Sections	0	0	2	0	0.5	2	0	0	0	4.5	\$ 784.00
C-311 Paving Details	0	0	0	2	0.5	0	0	0	0	2.5	\$ 378.00
Marking											
C-051 Marking Plans (2 Sheets)	0	0	1	0	1	5	0	0	0	7	\$ 1,157.00
C-671 Marking Details	0	0	0	6	0	0	0	0	0	6	\$ 884.00
X-Sections											
C-901 Cross Sections (3 Sheets)	0	0	4	0	2	0	0	0	0	6	\$ 1,058.00
Electrical											
E-001 Electrical Notes & Symbols	0	0	1	0	1	5	0	0	0	7	\$ 1,157.00
E-101 Electrical Removal Plan	0	0	0	6	4	0	0	0	0	10	\$ 1,584.00
E-201 Electrical Layout Plan	0	0	4	0	8	0	0	0	0	12	\$ 2,148.00
E-501 Wiring Diagrams	0	0	4	0	8	0	0	0	0	12	\$ 2,148.00
E-801 Electrical Details	0	0	4	0	8	0	0	0	0	12	\$ 2,148.00
Estimated Total Man-hours	0	10	49	24	39	73	15	10	0	167	
Summary Costs	\$0.00	\$2,160.00	\$8,673.00	\$3,456.00	\$7,020.00	\$11,680.00	\$1,685.00	\$950.00	\$0.00		\$ 35,694.00
12.0 Prepare FAA Pavement Design Report and Form 5100											
Estimated Total Man-hours	0	1	4	0	0	2	0	1	0	0	
Summary Costs	\$0.00	\$216.00	\$708.00	\$0.00	\$0.00	\$320.00	\$0.00	\$95.00	\$0.00		\$ 1,339.00
13.0 Prepare Preliminary Surface Drainage Analysis											
Estimated Total Man-hours	0	1	4	0	0	0	2	0	0	7	
Summary Costs	\$0.00	\$216.00	\$708.00	\$0.00	\$0.00	\$0.00	\$222.00	\$0.00	\$0.00		\$ 1,146.00
14.0 Prepare 60% Cost Estimate											
Estimated Total Man-hours	0	1	2	2	2	0	4	0	0	11	
Summary Costs	\$0.00	\$216.00	\$354.00	\$288.00	\$360.00	\$0.00	\$444.00	\$0.00	\$0.00		\$ 1,662.00
15.0 Prepare 60% Design Letter Report											
Estimated Total Man-hours	0	6	0	0	0	0	1	3	1	11	
Summary Costs	\$0.00	\$1,296.00	\$0.00	\$0.00	\$0.00	\$0.00	\$111.00	\$285.00	\$77.00		\$ 1,769.00
16.0 Prepare FAA Form 7460 (if required)											
Estimated Total Man-hours	0	0	1	0	0	0	2	5	0	8	
Summary Costs	\$0.00	\$0.00	\$177.00	\$0.00	\$0.00	\$0.00	\$222.00	\$475.00	\$0.00		\$ 874.00
17.0 Review Environmental Documentation											
Estimated Total Man-hours	0	8	4	0	0	2	0	1	0	15	
Summary Costs	\$0.00	\$1,728.00	\$708.00	\$0.00	\$0.00	\$320.00	\$0.00	\$95.00	\$0.00		\$ 2,851.00
18.0 Phase III Project Meetings											
18.1 Present 60% Design Alternatives to City	0	5	5	0	0	0	0	0	0		\$ 1,965.00
18.2 Coordination Meeting	0	1	2	0	2	0	0	1	1		\$ 1,102.00
Estimated Total Man-hours	0	6	7	0	2	0	0	1	1	17	
Summary Costs	\$0.00	\$1,296.00	\$1,239.00	\$0.00	\$360.00	\$0.00	\$0.00	\$95.00	\$77.00		\$ 3,067.00
Expenses											
Subconsultant	0	0	0	0	0	0	0	0	0	0 Days	\$ 75.00
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$ 75.00
Mileage	0	360	0	0	0	0	0	0	0	360 Miles	\$ 0.90
Miscellaneous	0	0	0	0	0	0	0	1	0	1	\$ 200.00
Other	0	0	0	0	0	0	0	0	0	0	\$ 50.00
Total Expenses											\$ 524.00
PHASE III - 60% DESIGN PLANS TOTAL											\$ 48,836.00

Item No.	Senior Associate	Senior Project Engineer	Project Engineer	Engineer III	Electrical Engineer	Senior Engineering Technician	Technician III	Administrative Assistant	Clerical	Total Hours	Cost Summary
	\$263.00	\$216.00	\$177.00	\$144.00	\$180.00	\$160.00	\$111.00	\$95.00	\$77.00		
PHASE IV - FINAL DESIGN (90% and Final)											
19.0 Prepare Specifications											
19.1 Required Federal Provisions	0	1	1	0	0	0	0	8	1	11	\$ 1,230.00
19.1.2 FAA General Provisions	0	1	1	0	0	0	0	4	0	6	\$ 773.00
19.1.3 Special Provisions for Airport Construction	0	1	1	0	0	0	0	4	0	6	\$ 773.00
19.1.4 Technical Specifications	0	1	8	0	4	0	0	16	0	29	\$ 3,872.00
Estimated Total Man-hours	0	4	11	0	4	0	0	32	1	52	
Summary Costs	\$0.00	\$216.00	\$1,416.00	\$0.00	\$720.00	\$0.00	\$0.00	\$1,520.00	\$0.00		\$ 6,548.00
20.0 Prepare Final Surface Drainage Analysis											
Estimated Total Man-hours	0	0	4	0	0	0	2	0	0	6	\$ 930.00
Summary Costs	\$0.00	\$0.00	\$708.00	\$0.00	\$0.00	\$0.00	\$222.00	\$0.00	\$0.00		\$ 930.00
21.0 Prepare Lighting Layout and Circuit Calcs											
Estimated Total Man-hours	0	0	0	0	16	4	4	0	0	24	\$ 3,964.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$2,880.00	\$640.00	\$444.00	\$0.00	\$0.00		\$ 3,964.00
22.0 Update Airport Signing and Marking Plan - NIC											
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0	\$ -
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ -
23.0 Erosion Control Plan											
Estimated Total Man-hours	0	0	4	4	0	0	4	0	0	12	\$ 1,728.00
Summary Costs	\$0.00	\$0.00	\$708.00	\$576.00	\$0.00	\$0.00	\$444.00	\$0.00	\$0.00		\$ 1,728.00
24.0 Prepare Certification of Engineering & Mod to Stds.											
24.1 Sponsor Certifications	0	0	1	0	0	0	0	1	0		\$ 272.00
24.2 Justifications for MODs to Standard	0.5	0	2	0	0	0	0	4	0		\$ 865.50
24.3 MODs to Standard	0.5	0	3	0	0	0	0	1	0		\$ 757.50
Estimated Total Man-hours	1	0	6	0	0	0	0	6	0	13	
Summary Costs	\$263.00	\$0.00	\$1,062.00	\$0.00	\$0.00	\$0.00	\$0.00	\$570.00	\$0.00		\$ 1,895.00
25.0 Prepare 90% Submittal											
Estimated Total Man-hours	0.5	1	4	2	2	2	0	4	1	16.5	\$ 2,480.50
Summary Costs	\$131.50	\$216.00	\$708.00	\$288.00	\$360.00	\$320.00	\$0.00	\$380.00	\$77.00		\$ 2,480.50
26.0 Prepare and Submit Final Contract Documents											
Estimated Total Man-hours	0.5	1	0	0	0	0	0	1	1	3.5	\$ 519.50
Summary Costs	\$131.50	\$216.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85.00	\$77.00		\$ 519.50
27.0 Prepare and Submit Final Cost Estimate											
Estimated Total Man-hours	0	1	1	2	0	0	6	0	1	11	\$ 1,424.00
Summary Costs	\$0.00	\$216.00	\$177.00	\$288.00	\$0.00	\$0.00	\$666.00	\$0.00	\$77.00		\$ 1,424.00
28.0 Prepare and Submit Engineer's Design Report											
Estimated Total Man-hours	0.5	3.5	4	0	0	0	0	5	1	14	\$ 2,147.50
Summary Costs	\$131.50	\$756.00	\$708.00	\$0.00	\$0.00	\$0.00	\$0.00	\$475.00	\$77.00		\$ 2,147.50
29.0 Prepare Construction Safety and Phasing Plan											
Estimated Total Man-hours	0	1	6	0	0	0	0	6	1	14	\$ 1,925.00
Summary Costs	\$0.00	\$216.00	\$1,062.00	\$0.00	\$0.00	\$0.00	\$0.00	\$570.00	\$77.00		\$ 1,925.00
30.0 Phase IV Project Meetings											
30.1 Present 90% Design to City	0	4	4	0	0	0	0	1	0	9	\$ 1,667.00
30.2 Present Final Design to City	0	4	4	0	0	0	0	1	0	9	\$ 1,667.00
30.3 Coordination Meeting	0	0	0	4	0	0	0	1	0	5	\$ 671.00
Estimated Total Man-hours	0	8	8	4	0	0	0	3	0	23	
Summary Costs	\$0.00	\$1,728.00	\$1,416.00	\$576.00	\$0.00	\$0.00	\$0.00	\$285.00	\$0.00		\$ 4,005.00
Expenses											
Subconsultant	0	0	0	0	0	0	0	0	0	0 Days	\$ 75.00 \$ -
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$ 75.00 \$ -
Mileage	0	720	0	0	0	0	0	0	0	720 Miles	\$ 0.90 \$ 648.00
Miscellaneous	0	0	0	0	0	0	0	1	0	1	\$ 200.00 \$ 200.00
Other	0	0	0	0	0	0	0	0	0	0	\$ 50.00 \$ -
Total Expenses											\$ 848.00
PHASE IV - FINAL DESIGN (90% and Final) TOTAL \$ 28,514.50											

Item No.	Senior Associate	Senior Project Engineer	Project Engineer	Engineer III	Electrical Engineer	Senior Engineering Technician	Technician III	Administrative Assistant	Clerical	Total Hours	Cost Summary
	\$263.00	\$216.00	\$177.00	\$144.00	\$180.00	\$160.00	\$111.00	\$95.00	\$77.00		
PHASE V - Bid Administration											
31.0 Prepare Advertisement for Bids											
Estimated Total Man-hours	0	0.5	1	0	0	0	0	4	1	6.5	
Summary Costs	\$0.00	\$108.00	\$177.00	\$0.00	\$0.00	\$0.00	\$0.00	\$380.00	\$77.00		\$ 742.00
32.0 Bid Documents Distribution											\$ 742.00
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0	
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ -
33.0 Respond to Bidders Questions (RFIs)											\$ -
Estimated Total Man-hours	0	2	6	0	6	0	0	2	1	17	\$ 2,841.00
Summary Costs	\$0.00	\$432.00	\$1,062.00	\$0.00	\$1,080.00	\$0.00	\$0.00	\$190.00	\$77.00		\$ 2,841.00
34.0 Prepare & Distribute Addenda											
Estimated Total Man-hours	1	1	1	0	0	0	0	1	1	5	\$ 828.00
Summary Costs	\$263.00	\$216.00	\$177.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95.00	\$77.00		\$ 828.00
35.0 Pre-bid Conference											
Estimated Total Man-hours	0	6	0	6	0	0	0	1	1	14	\$ 2,332.00
Summary Costs	\$0.00	\$1,296.00	\$0.00	\$864.00	\$0.00	\$0.00	\$0.00	\$95.00	\$77.00		\$ 2,332.00
36.0 Bid Opening - NIC											
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0	\$ -
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ -
37.0 Bid Review and Bid Abstract											
Estimated Total Man-hours	0	1	3	0	3	0	0	2	0	9	\$ 1,477.00
Summary Costs	\$0.00	\$216.00	\$531.00	\$0.00	\$540.00	\$0.00	\$0.00	\$190.00	\$0.00		\$ 1,477.00
38.0 Prepare Recommendation for Award											
Estimated Total Man-hours	0	1	2	0	0	0	0	1	0	4	\$ 665.00
Summary Costs	\$0.00	\$216.00	\$354.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95.00	\$0.00		\$ 665.00
Expenses											
Subconsultant	0	0	0	0	0	0	0	0	0	Rate	
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$ 75.00 \$ -
Mileage	0	120	0	0	0	0	0	0	0	0 Days	\$ 75.00 \$ -
Miscellaneous	0	0	0	0	0	0	0	0	0	120 Miles	\$ 0.90 \$ 108.00
Other	0	0	0	0	0	0	0	1	0	1	\$ 102.00 \$ 102.00
								0	0	0	\$ 50.00 \$ -
Total Expenses											\$ 210.00
PHASE V - Bid Administration TOTAL											\$ 9,095.00

MEAD & HUNT, Inc.
Western Standard Billing Rate Schedule
Effective January 1, 2016

Standard Billing Rates

Clerical	\$77.00 / hour
Interior Designer, Technical Editor	\$103.00 / hour
Senior Editor	\$152.00 / hour
Registered Land Surveyor	\$117.00 / hour
Accounting, Administrative Assistant	\$95.00 / hour
Technician I, Technical Writer	\$88.00 / hour
Technician II, Surveyor - Instrument Person	\$103.00 / hour
Technician III	\$111.00 / hour
Technician IV	\$134.00 / hour
Senior Technician	\$160.00 / hour
Engineer I, Scientist I, Architect I, Planner I	\$121.00 / hour
Engineer II, Scientist II, Architect II, Planner II	\$133.00 / hour
Engineer III, Scientist III, Architect III, Planner III	\$144.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist	\$164.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner	\$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner	\$216.00 / hour
Senior Associate	\$263.00 / hour
Principal	\$273.00 / hour
Senior Client/Project Manager	\$273.00 / hour

Expenses

Geographic Information or GPS Systems	\$32.00 / hour
Total Station Survey Equipment	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	\$0.90 / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2016, and will remain in effect until December 31, 2016, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

EXHIBIT B
PREVAILING WAGE NOTICE
Contract 1617158

Consultant agrees to comply with the following requirements.

1. New SB 854 requirements

1.1 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)].

1.2 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.

1.3 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

1.4 The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded on or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

1.5 The Prime Contractor is required to post job notices at the job site as prescribed by regulations (currently, 8 CCR §16451(d).)

2. Use of Employees.

2.1. Contractor and any subcontractors shall pay all mechanics and laborers employed by them to work upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.

2.2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the City, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

2.3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, City has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of workers concerned. Copies of the General Prevailing Wage Determination are on file in the office of the City Engineer and are available to the Contractor on request. The Contractor shall post the wage determination at the site of work in a prominent place where the workers can easily see it.

2.4. 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 Engineer. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.

2.5. Travel and Subsistence Payments.

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

2.6. Apprentices.

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

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

Copies of Labor Code Sections 1771 (requiring prevailing wages), 1775 (imposing penalties, including a \$50 per day, per worker forfeiture, for failure to pay prevailing wages), 1776 (requiring contractor to maintain available for inspection certified payroll records), 1777.5 (requiring certain apprenticeship programs), 1813 (imposing penalties for failure to make records available for inspection) and 1815 (requiring time and ½ for overtime) are available at the Department of Industrial Relations website at <http://www.dir.ca.gov/>



Contract Amendment

December 19, 2019

Mary Horger
City of Ukiah
411 West Clay Street
Ukiah, CA 95482

Project Name: UKI Rwy Rehab AIP 13 Design
Project Location: Ukiah, California
Project number: 2112200-160246.01
Mead & Hunt Manager: Bob Casagrande

Project: UKI Runway 15-33 Pavement Rehabilitation, Phase 1 Design
AIP Project No. 3-06-0268-013-2016

Subject: Amendment No. 1 Proposal

Dear Mary Horger:

The above-referenced PROJECT requires an Amendment. The work in this Amendment is in addition to the Scope of Services stated in the original Agreement for Professional Consulting Services, COU No. 1617158 between the CLIENT, City of Ukiah and the CONSULTANT (Mead & Hunt, Inc.) dated March 7, 2017.

The CLIENT agrees that the CONSULTANT provided professional consulting services for the PROJECT as set forth in this Amendment No. 1 and the CLIENT shall provide payment for those services as provided for in this Amendment.

Reason for Amendment

Additional work efforts required by CONSULTANT to complete the project design due to FAA direction given at ACIP meeting affecting the project's scope of work. Consultant was directed to separate project into two bid packages due to project estimated costs and available FAA funding. This required a redesign of the project plan set, a recalculation of project quantities, and changes to the fronted documents in the specifications.

Amended Schedule

Mead & Hunt proposes the following revised dates representing the completion of the work for this PROJECT:

- End date of design, July 10, 2019.

Amended Compensation

Form of compensation for work in this Amendment will be in accordance with the *Terms and Conditions* of the existing CONTRACT. The City of Ukiah will pay Mead & Hunt an **increase of \$26,453.13** for the work performed under this Amendment. This Amendment results in a revised contract amount of \$210,833.13.00 for the total PROJECT.

Authorization for Amendment

Signatures of authorized representatives of City of Ukiah and Mead & Hunt shall amend the existing Agreement (original CONTRACT and all previous amendments, if applicable) between the two parties, and receipt of one signed copy shall be considered authorization to proceed with billing of completed work described in this Amendment. All services were performed in accordance with the *Terms and Conditions* of the original CONTRACT .

Respectfully submitted,

MEAD & HUNT, Inc.

Robert Casagrande
Project Manager

Accepted by: **CITY OF UKIAH**

Approved by: **MEAD & HUNT, INC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Vice President

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

*The above person is an authorized signer for Mead & Hunt,
Inc.*

Date: _____

Date _____



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Approving the Final Subdivision Map for Gobbi Commons, Accepting the Offer of Dedication for Parcel B, and Authorizing the Mayor to Sign the Certification Page of the Final Map.

DEPARTMENT: Community Development **PREPARED BY:** Michelle Irace, Planning Manager

ATTACHMENTS:

1. Gobbi Commons Final Map
2. Gobbi Commons Final Map Resolution

Summary: City Council will consider adopting a Resolution approving the Final Subdivision Map for Gobbi Commons, accepting the Offer of Dedication for Parcel B, and authorizing the Mayor to sign the certification page of the Final Map.

Background: Guillon, Inc. submitted an application for the Gobbi Commons Project on June 25, 2019, that includes a Major Subdivision Map, Planned Development Rezone with Precise Development Plan, and Major Site Development Permit to allow 1) subdivision of one ±0.943 acre (gross) parcel into nine parcels, and 2) the development of eight single-family dwellings at 250 West Gobbi Street.

UCC §8003 delegates the authority to the Planning Commission to review the design and improvement of proposed subdivisions, and make a recommendation to the City Council. The project, including the Tentative Subdivision Map, was approved, as conditioned, by the Planning Commission on October 22, 2019, and the City Council on November 6, 2019. Certain approved conditions were required to be completed prior to the approval and recordation of the Final Map. The City Engineer has reviewed the submitted Final Map and has determined that the map is correct, and the map is in compliance with §8272 of the UCC Subdivision Ordinance, and that all applicable Conditions of Approval have been met.

On January 8, 2020, on their Consent Calendar, the Planning Commission recommended approval of the Gobbi Commons Final Map, and authorized the Planning Commission Chair to sign the Final Map Certification, as required by UCC §8267.

Discussion: UCC §8273 and §8274 requires the Final Subdivision Map to be approved by the Planning Commission, as well as City Council. Additionally, §8270 requires the signature of the Mayor on the Certification page of the Final Map.

No amendments to the Gobbi Commons Project, including the approved Major Site Development Permit, Planned Development Rezone, and Precise Development Plan have been proposed, or are proposed as a part of this item. The proposed Final Map is included as **Attachment 1**. The Draft Resolution to approve the Final Map is included as **Attachment 2**.

Recommended Action: Staff recommends the City Council adopt the Resolution approving the Final Major Subdivision Map for Gobbi Commons, accept the Offer of Dedication for Parcel B, and authorize the Mayor to sign the Certification page of the Final Map.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

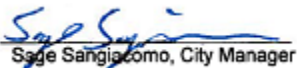
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Craig Schlatter, Community Development Director

Approved:


Sage Sangiacomo, City Manager

OWNER'S STATEMENT

THE UNDERSIGNED BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION TO THE CITY OF UKIAH THE FOLLOWING:

- PARCEL B, AS SHOWN ON SHEET 2 HEREOF

OWNER: GUILLON, INC., A CALIFORNIA CORPORATION

DOUGLAS GUILLON, MANAGING GENERAL PARTNER

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 MENDOCINO

ON _____ BEFORE ME, _____ ,

PERSONALLY APPEARED _____ , 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

NAME _____ SIGNATURE _____

MY COMMISSION EXPIRES

NOTARY PUBLIC IN AND FOR THE
COUNTY OF MENDOCINO _____
STATE OF CALIFORNIA

MAYOR'S STATEMENT

I, _____, MAYOR OF THE CITY OF UKIAH, COUNTY OF MENDOCINO, STATE OF CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF UKIAH, AT A

MEETING HELD ON _____, 20____, AT WHICH A

QUORUM WAS PRESENT, APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC THE OFFER OF DEDICATION OF PARCEL B FOR THE PURPOSES SET FORTH HEREON.

MAYOR _____ DATE _____
CITY OF UKIAH, STATE OF CALIFORNIA

CITY CLERK _____ DATE _____
CITY OF UKIAH, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STEVE HONEYCUTT ON OCTOBER 18, 2019.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED, OR CONDITIONALLY APPROVED, TENTATIVE MAP, IF ANY. I FURTHER STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON OR BEFORE DECEMBER 15, 2019, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRADLEY A. THOMAS, PLS 5520
MY LICENSE EXPIRES 30-SEPT-2020

DATE



ACCURACY STATEMENT

I, BRADLEY A. THOMAS, HEREBY STATE THAT ALL SURVEY WORK REQUIRED IN THE PREPARATION OF THIS MAP AND RELATED MONUMENTATION WAS PERFORMED TO A MINIMUM ACCURACY OF 1:5,000.

BRADLEY A. THOMAS, PLS 5520
MY LICENSE EXPIRES 30-SEPT-2020



CITY ENGINEER'S STATEMENT

I, TIMOTHY E. ERIKSEN, HEREBY STATE THAT I HAVE EXAMINED AND CHECKED THIS PARCEL MAP AND THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND I FURTHER STATE THAT SAID MAP IS IN CONFORMANCE WITH TITLE 7, DIVISION 2, CHAPTER 2, OF THE GOVERNMENT CODE, STATE OF CALIFORNIA, AND THE UKIAH CITY CODE.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT UKIAH, CALIFORNIA,

THIS _____ DAY OF _____, 20____.

TIMOTHY E. ERIKSEN, CITY ENGINEER
R.C.E. 62230
MY LICENSE EXPIRES 30-SEPT-2021

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY DIRECTION; THAT IT IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AMENDED AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

HOWARD N. DASHIELL, CITY SURVEYOR
L.S. 7148
LICENSE EXPIRES 30-JUNE-2021

COUNTY AUDITOR'S STATEMENT

THIS IS TO STATE THAT, ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THE SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS, NOT YET PAYABLE,

DATE

BOND STATEMENT

I, CARMEL J. ANGELO, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA, HEREBY STATE THAT THE BOND OR DEPOSIT AS REQUIRED BY THE SUBDIVISION MAP ACT, SECTION 66464 OF TITLE 7 OF THE GOVERNMENT CODE, DIVISION 2, HAS BEEN FILED.

DATED THIS _____ DAY OF _____, 2019.

CARMEL J. ANGELO, CLERK, BOARD OF SUPERVISORS

BY _____
DEPUTY

PLANNING COMMISSION CERTIFICATE

THIS IS TO STATE THAT THE PLANNING COMMISSION OF THE CITY

OF UKIAH, STATE OF CALIFORNIA, ON THIS ____ DAY OF _____,

20____, EXAMINED THIS MAP AND FINDS THAT SAID MAP CONFORMS WITH THE ACTION TAKEN ON THE TENTATIVE MAP THEREOF AND HEREBY APPROVES THE SAME.

CHAIR OF THE PLANNING COMMISSION
CITY OF UKIAH, STATE OF CALIFORNIA

PROOF OF OWNERSHIP STATEMENT

I HEREBY STATE THAT THE PROOF OF OWNERSHIP STATEMENT MADE

BY _____ THIS ____ DAY OF _____, 20____,

CONFORMS TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.

KATRINA BARTOLOMIE, ASSESSOR, COUNTY CLERK-RECORDER

BY _____
DEPUTY

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT ____ M.,

IN MAPS, DRAWER _____, PAGES _____, M.C.R., AT THE

REQUEST OF BRADLEY A. THOMAS.

KATRINA BARTOLOMIE, ASSESSOR, COUNTY CLERK-RECORDER

BY _____
DEPUTY

FEE: _____

TRACT NO. _____
GOBBI COMMONS SUBDIVISION

BEING A MAJOR SUBDIVISION OF THE
LANDS OF GUILLON, INC., I.N. 2019-13372

EIGHT LOTS TOTALING 0.64 ACRES,
ONE SHARED COMMON AREA OF 0.22 ACRES
AND A DEDICATION OF 172 SQUARE FEET

PORTION OF LOT 26 OF THE YOKAYO RANCHO
LYING WITHIN THE CITY OF UKIAH

COUNTY OF MENDOCINO STATE OF CALIFORNIA
APN 001-306-06

NOVEMBER 2019

BY
LACO ASSOCIATES
1-800-515-5054 www.lacoassociates.com

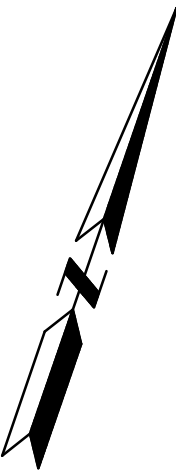
DRAWN BY DJC
NOVEMBER 26, 2019
FILE No. 9100.03

SHEET 1 OF 3
MAPS
DRAWER _____
PAGE _____

SHEET 1-CERTIFICATES
SHEET 2-MAP
SHEET 3-SUPPLEMENTAL INFORMATION

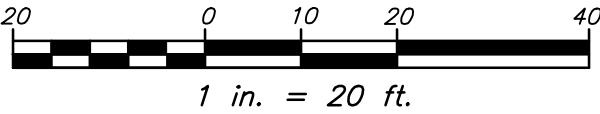
TITLE REPORT
MID VALLEY TITLE & ESCROW COMPANY ORDER No. 0401-6078723

All distances in U.S. Survey Feet and decimals thereof.



BASIS OF BEARINGS

North 71°47'00" East between found monuments along Gobbi Street, as shown on a map filed in Map Case 2, Drawer 57, Page 1, M.C.R.



LEGEND

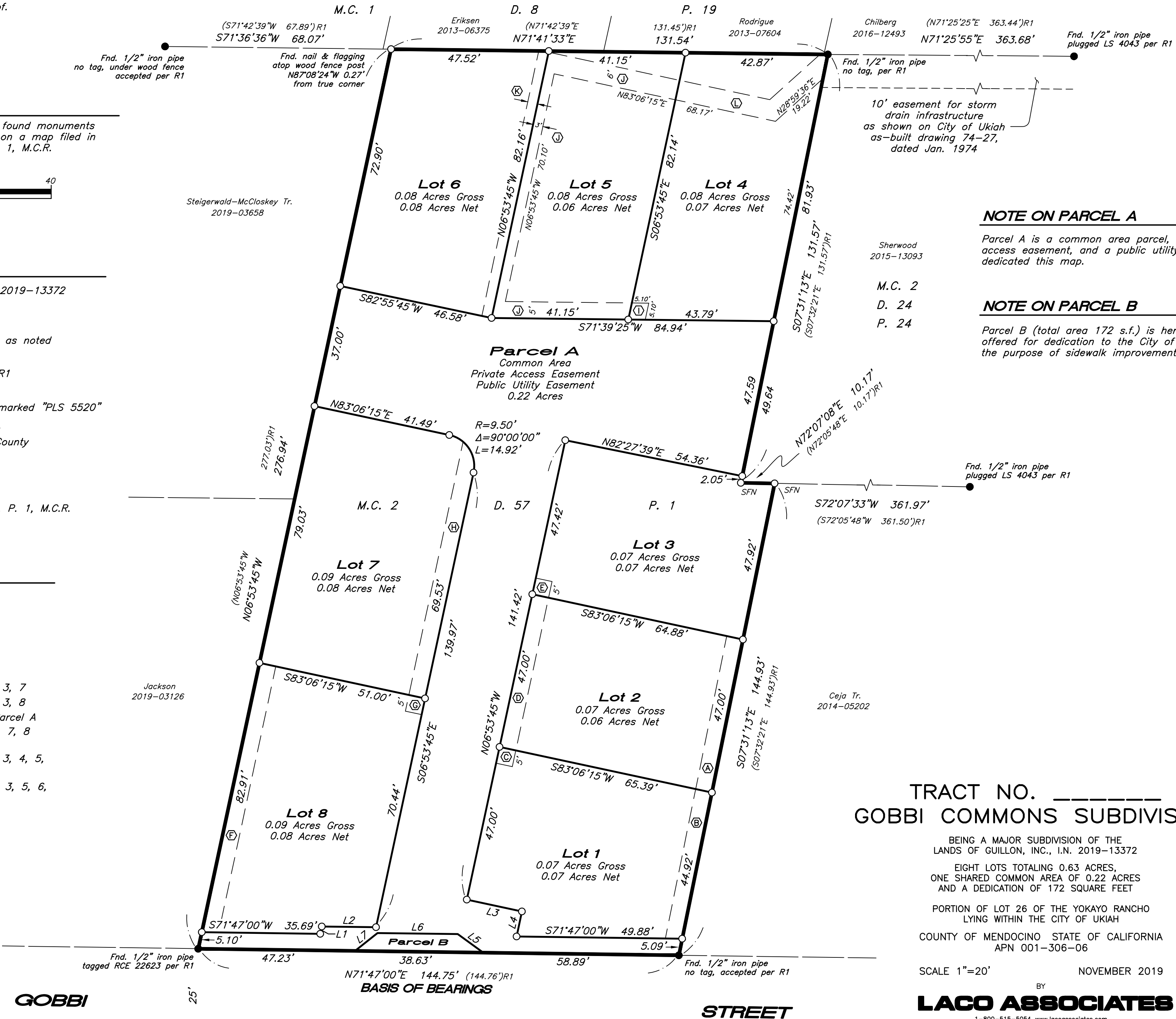
- Lands of Guillon, Inc., per I.N. 2019-13372
- New lot line, this subdivision
- Adjoiner lot line
- New easement, this subdivision, as noted
- - - Existing easement as noted
- - - Centerline of Gobbi Street per R1
- Found monument as noted
- Set 1/2" rebar & plastic cap marked "PLS 5520"
- M.C., D., P. Map Case, Drawer, Page, M.C.R.
- M.C.R. Official Records of Mendocino County
- SFN Searched found nothing
- P.D.E. Private drainage easement
- I.F.O. In favor of
- ()R1 Record data per M.C. 2, D. 57, P. 1, M.C.R. Filed Jan. 20, 1993

NEW EASEMENTS

- (A) 5' wide P.D.E. over Lot 2 I.F.O. Lot 3
- (B) 5' wide P.D.E. over Lot 1 I.F.O. Lots 2, 3
- (C) 5' wide P.D.E. over Lot 1 I.F.O. Lots 2, 3
- (D) 5' wide P.D.E. over Lot 2 I.F.O. Lots 1, 3
- (E) 5' wide P.D.E. over Lot 3 I.F.O. Lot 2
- (F) 5' wide P.D.E. over Lot 8 I.F.O. Lot 7
- (G) 5' wide P.D.E. over Lot 8 I.F.O. Lots 1, 2, 3, 7
- (H) 5' wide P.D.E. over Lot 7 I.F.O. Lots 1, 2, 3, 8
- (I) 5' wide P.D.E. over Lot 4 I.F.O. Lot 5 & Parcel A
- (J) P.D.E. over Lot 5 I.F.O. Lots 1, 2, 3, 4, 6, 7, 8 & Parcel A, width varies as shown
- (K) 3' wide P.D.E. over Lot 6 I.F.O. Lots 1, 2, 3, 4, 5, 7, 8 & Parcel A
- (L) 6' wide P.D.E. over Lot 4, I.F.O. Lots 1, 2, 3, 5, 6, 7, 8 & Parcel A

LINE TABLE

- L1 S06°53'45"E 2.25'
- L2 S71°47'00"W 16.32'
- L3 S83°06'15"W 16.98'
- L4 N06°53'45"W 7.71'
- L5 S72°57'53"E 9.51'
- L6 N71°44'13"E 24.17'
- L7 N32°32'57"E 8.64'



NOTE ON PARCEL A

Parcel A is a common area parcel, a private access easement, and a public utility easement, dedicated this map.

NOTE ON PARCEL B

Parcel B (total area 172 s.f.) is hereby offered for dedication to the City of Ukiah for the purpose of sidewalk improvements.

**TRACT NO. _____
GOBBI COMMONS SUBDIVISION**

BEING A MAJOR SUBDIVISION OF THE
LANDS OF GUILLON, INC., I.N. 2019-13372

EIGHT LOTS TOTALING 0.63 ACRES,
ONE SHARED COMMON AREA OF 0.22 ACRES
AND A DEDICATION OF 172 SQUARE FEET

PORTION OF LOT 26 OF THE YOKAYO RANCHO
LYING WITHIN THE CITY OF UKIAH

COUNTY OF MENDOCINO STATE OF CALIFORNIA
APN 001-306-06

SCALE 1"=20' NOVEMBER 2019

BY
LACO ASSOCIATES

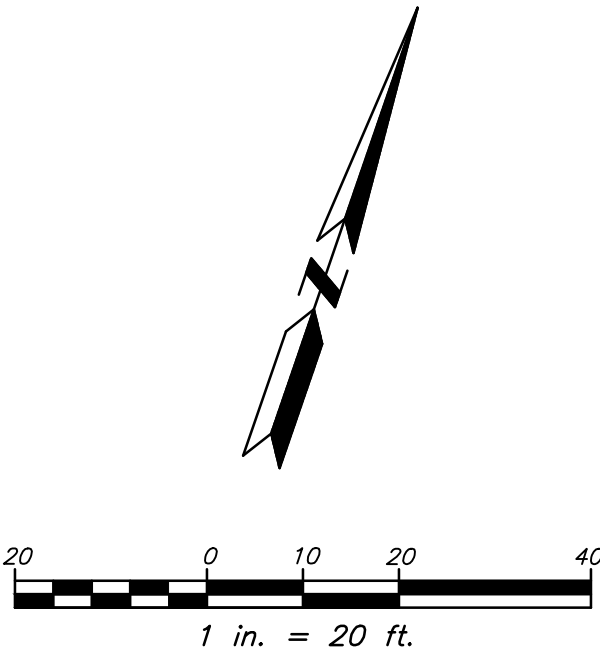
1-800-515-5054 www.lacoassociates.com

DRAWN BY DJC
NOVEMBER 26, 2019

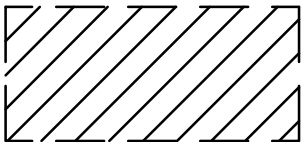
FILE No. 9100.03

SHEET 2 OF 3
MAPS
DRAWER
PAGE

All distances in U.S. Survey Feet and decimals thereof.
Tie lines perpendicular unless noted otherwise.



LEGEND



BMP Facilities – see Standard Urban Stormwater Mitigation Plan, dated _____, prepared by LACO Associates, and Maintenance Agreement for Monitoring Stormwater BMP Facilities and Declaration of Covenants, per Inst. No. _____ M.C.R.



**SUPPLEMENTAL
INFORMATION
SHEET**

TRACT NO. _____
GOBBI COMMONS SUBDIVISION

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SCALE 1"=20' NOVEMBER 2019

BY
LACO ASSOCIATES
1-800-515-5054 www.lacoassociates.com

DRAWN BY DJC
NOVEMBER 26, 2019 FILE No. 9100.03

SHEET 3 OF 3
MAPS
DRAWER _____
PAGE _____

RESOLUTION NO. 2020- _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING
THE FINAL SUBDIVISION MAP FOR GOBBI COMMONS;
250 WEST GOBBI STREET; APN 001-306-06. File No: 19-4625.**

WHEREAS, Ukiah City Code §8003 delegates the authority to the Planning Commission to review the design and improvement of proposed subdivisions, and make a recommendation to the City Council; and

WHEREAS, the Gobbi Commons Project, including the Tentative Subdivision Map, was approved, as conditioned, by the Planning Commission on October 22, 2019, and the City Council on November 6, 2019; and

WHEREAS, on January 8, 2020, the Planning Commission recommended approval of the Final Subdivision Map for the Gobbi Commons Subdivision, with conditions consistent with the adopted Rezone with Precise Plan of Development (Ord. 1196), Major Site Development Permit, and Tentative Major Subdivision Map (Res. 2019-52); and

WHEREAS, the Director of Public Works/City Engineer reports that the City of Ukiah has sufficient wastewater capacity to handle waste waters for this project without violation of Water Quality Control Board Standards; and

WHEREAS, the Gobbi Commons Final Subdivision Map is exempt from the provisions of CEQA pursuant to CEQA Guidelines Article 19 §15268(b)(3), ministerial projects.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Ukiah approves the Final Subdivision Map, attached hereto as Exhibit A, subject to the conditions stated in this Resolution and on the Final Map, and the Mayor and City Clerk are authorized to sign said map. The conditions are as follows:

Project Description. An application was received from Guillon, Inc. for approval of a Tentative Major Subdivision Map, Planned Development Rezone with Precise Development Plan and Major Site Development Permit that would allow 1) subdivision of one ±0.943 acre (gross) parcel into nine parcels, and 2) the development of eight single-family dwellings at 250 West Gobbi Street. The project would also comprise the following.

- Parcel sizes ranging from 3,061 sf to 4,011 sf, with an average lot size of 3,465 sf.
- Eight market-rate single-story and two-story dwellings, ranging from approximately 1,250 sf to 1,400 sf with two and three-bedroom floor plans.
- Two-car attached garages with driveways large enough to accommodate parking for two additional vehicles.
- Six additional common parking spaces at terminus of “T” of shared, private roadway.
- Access from West Gobbi Street by a 24-foot wide right of way, terminating into a “hammer-head”.

- Four-foot wide, delineated pedestrian walkway comprised of stamped, stained markings, thermos-plastic, or similar materials.
- Craftsman style architecture offering three different elevations and their mirrored versions, with varied roof pitches, finishes and colors.
- Front porch and rear patios on each dwelling.
- Dark sky compliant lighting on the front of each dwelling.
- 1,090 sf interior common area containing approximately eight individual raised garden beds, crushed granite, and a water station.
- Front yard landscaping consisting of assorted trees, shrubs and grasses; rear and side yards would be zero-scaped; all landscaping would be incorporated to have minimal water usage and maintenance demand.
- Monument sign at entrance.
- Six-foot dog-eared cedar fencing separating each backyard, and surrounding the project Parcel.
- Fencing along the southern side of Lot 1 and 8 to consist of 4-foot dog-eared cedar, with additional 2-foot lattice.
- Low Impact Development features have been incorporated into the design of the project to regulate storm water run-off.
- Future common area maintenance, including the shared roadway, will be the responsibility of the Home Owner's Association.

The following Conditions of Approval apply to the project.

City of Ukiah Special Conditions

1. A Major Subdivision and Tentative Subdivision Map shall be approved by the City Council. A copy of the final subdivision map shall be provided to the City Engineer, not later than eighteen (18) months from the date of approval. Submitted final map shall conform to all particulars of the "Map Act" and Division 9, Chapter 1 of the Ukiah Municipal Code.
2. Prior to issuance of building permits, Developer shall submit a copy of the recorded Final Subdivision Map to the Community Development Department.
3. An address assignment application shall be submitted to assign addresses to the proposed dwellings.
4. In the event that prehistoric archaeological features such as a concentration of flaked stone artifacts, or culturally modified soil (midden) or dietary shell are encountered at any time during preparatory grading or underground excavation to remove existing structures, all work should be halted in the vicinity of the discovery. A qualified archaeologist should be contacted immediately to make an evaluation and determine if the discovered material represents a definite cultural resource. If it is determined that a potentially significant feature has been revealed, a temporary suspension of earth disturbing activities should be enforced until an appropriate mitigation program can be developed and implemented to satisfy the Planning Division. An archaeological monitor shall observe all further work during construction activities that are located within or near an archaeological site area, and formal tribal consultation may be required.
5. Future common area maintenance, including the shared roadway, shall be the responsibility of the Home Owner's Association.

City of Ukiah Standard Conditions

6. This approval is not effective until the 10-day appeal period applicable to this Site Development Permit has expired without the filing of a timely appeal. If a timely appeal is filed, the project is subject to the outcome of the appeal and shall be revised as necessary to comply with any modifications, conditions, or requirements that were imposed as part of the appeal.
7. All fees associated with the project planning permits and approvals shall be paid in full prior to occupancy.
8. As outlined in Article 20, Administrative and Procedures, of the Zoning Code this planning permit may be revoked through the City's revocation process if the approved project related to this Permit is not being conducted in compliance with these stipulations and conditions of approval; or if the project is not established within two years of the effective date of this approval; or if the established use for which the permit was granted has ceased or has been suspended for 24 consecutive months.
9. All Conditions of Approval shall be printed on all sets of building permit project plans pertaining to any site preparation work or construction associated with the development of the project and ancillary site improvements approved by the Site Development Permit.
10. All use, construction and the location thereof, or occupancy, shall conform to the application and to any supporting documents submitted therewith, including any maps, sketches, or plot plans accompanying the application or submitted by applicant in support thereof.
11. Any construction shall comply with the "Standard Specifications" for such type of construction now existing or which may hereafter be promulgated by the Engineering Department of the City of Ukiah; except where higher standards are imposed by law, rule, or regulation or by action of the Planning Commission such standards shall be met.
12. Building permits shall be issued within two years after the effective date of the Site Development Permit or same shall be null and void.
13. In addition to any particular condition which might be imposed; any construction shall comply with all building, fire, electric, plumbing, occupancy, and structural laws, rules, regulations, and ordinances in effect at the time the Building Permit is approved and issued.
14. The Applicant shall obtain all required Sign Permits, in compliance with Division 3, Chapter 7, Signs, of the UCC. Future tenants shall comply with the adopted sign program for the project.
15. The Applicant shall submit verification of all applicable permits or approvals in compliance with all local, state and federal laws to the Community Development Department prior to issuance of building permits.

Ukiah Valley Fire Authority

The following must be demonstrated on the Building Plans for approval by the Fire Marshall prior to Building Permit issuance:

16. One fire hydrant will need to be installed per the CFC (locations to be determined on building plans).

17. Access will need to accommodate fire engines for ingress and egress.
18. Each residence shall be clearly addressed, either lighted or affixed lettering.

Department of Public Works

19. Prior to construction of site improvements, a final grading and drainage plan, and an erosion and sediment control plan, prepared by a civil engineer, shall be submitted for review and approval by the Department of Public Works. The plan shall include the detailed design of the proposed storm water best management practices (BMPs). Drainage improvements shall be in compliance with the City of Ukiah's Phase I Storm Water Permit and the Low Impact Development Technical Design Manual (LID Manual). A final Storm Water Low Impact Development Submittal (SWLIDS) shall be provided to support the design of the proposed drainage system.
20. Maintenance and inspection of all post-construction best management practices (BMPs) are the responsibility of the property owner. In accordance with the LID Manual, a legally binding, signed maintenance agreement approved by the City of Ukiah is required for the proposed storm water treatment planters and all post-construction BMPs, and shall be recorded prior to final approval of the building permit.
21. Street trees shall be spaced approximately every 30 ft. along Gobbi Street within a landscape strip or within 5 ft. of the back of sidewalk. Street trees shall be installed in accordance with City Standard Drawing No 601. Tree types shall be approved by the City Engineer. Street trees may be placed on the property instead of within the public right of way if the location is approved by the City Engineer, based upon safety and maintenance factors.
22. All work within the public right-of-way shall be performed by a licensed and properly insured contractor. The contractor shall obtain an encroachment permit for work within this area or otherwise affecting this area. Encroachment permit fee shall be \$45 plus 3% of estimated construction costs.
23. Applicable City water and sewer connection fees shall be paid at the time of building permit issuance.
24. All driveway and parking areas shall be paved with asphaltic concrete, concrete, or other alternative surfacing, subject to approval by the City Engineer.
25. Driveway approach into the project shall be an ADA standard residential driveway with no curb returns.
26. All parcels of the proposed subdivision are subject to the payment of park fees pursuant to City Code Section 8400, et seq.
27. A Road Maintenance Agreement, and Covenants, Conditions and Restrictions (CC&R) will be required for this project.
28. An Agreement for Subdivision Improvements may be required depending on the timing of construction and timing of map recordation. Please contact the Public Works Department, at 707.463.6282, for more information.

Electric Utility Department

29. Developer shall install all necessary infrastructure that may include, primary and secondary conduits, transformer pads, vaults and primary and secondary pull boxes per City of Ukiah Electrical Utility Department (COUEUD) specifications.
30. All future site improvements shall be submitted to the Electric Utility Department for review and comment. At this time, specific service requirements, service voltage and developer costs and requirements will be determined.
31. The main switchboard/service panel, pull section, and CT cabinet must be in accord with current EUSERC standards. The contractor shall submit service equipment specification sheets with appropriate EUSERC references for City approval prior to purchase and installation.
32. Developer shall provide projected load calculations, site plan. Electrical drawings to the City Electric Utility Dept., in order to determine the size of the transformer for their project.
33. A 10-ft. utility easement for any underground distribution extended into the parcel beyond the existing PUE shall be required. Prior to recordation of the final map, easements must be surveyed and deeded or defined on the map. Alterations to the 10-ft. utility easement shall be submitted to the COUEUD for approval prior to recordation of the final map.
34. Developer shall incur all costs of project, to include labor, materials, and equipment.

Building Division

35. Submit plans and building permit application. Please submit four complete plan sets, two wet stamped and signed.
36. The design and construction of all site alterations shall comply with the 2016 California Building Code, 2016 Plumbing Code, 2016 Electrical Code, 2016 California Mechanical Code, 2016 California Fire Code, 2016 California Energy Code, 2016 Title 24 California Energy Efficiency Standards, 2016 California Green Building Standards Code and City of Ukiah Ordinances and Amendments.

Mendocino County Air Quality Management District

37. The applicant may be required to obtain an Authority to Construct Permit from the District prior to beginning construction and demolition.
38. Diesel Engines – Stationary and Portable Equipment and Mobile Vehicles:
 - a. Any stationary onsite diesel IC engines 50 horsepower or greater (i.e. large power generators or pumps) or any propane or natural gas engines 250 horsepower or greater may require a permit from the District.
 - b. Portable diesel powered equipment that may be used during the proposed project are required to be registered with the state Portable Equipment Registration Program (PERP) or obtain permits from the District.
 - c. Projects located adjacent to sensitive receptors (schools, child care facilities, health care facilities, senior facilities, businesses, and residences, etc.) during the construction phase of this project have the potential for exposure to diesel particulate.
 - d. Heavy duty truck idling and off-road diesel equipment or other diesel engine idling is limited to less than 5 minutes.

39. Grading Projects- During Construction-All grading activities must comply with the following fugitive dust mitigation measures in accordance with District Regulation 1, Rule 1-430:
- a. All visibly dry disturbed soil road surfaces shall be watered to minimize fugitive dust emissions.
 - b. All unpaved surfaces, unless otherwise treated with suitable chemicals or oils, shall have a posted speed limit of 10 mph.
 - c. Earth or other material that has been transported by trucking or earth moving equipment, erosion by water, or other means onto paved streets shall be promptly removed.
 - d. Asphalt, oil, water, or suitable chemicals shall be applied on materials stockpiles, and other surfaces that can give rise airborne dusts.
 - e. All earthmoving activities shall cease when sustained winds exceed 15 mph.
 - f. The operator shall take reasonable precautions to prevent the entry of unauthorized vehicles onto the site during non-work hours.
 - g. The operator shall keep a daily log of activities to control fugitive dust.
40. Property Development-Prior to starting any construction, the applicant is required to:
- a. Obtain a Property Development Permit from the District for any open outdoor burning.
 - b. Obtain a Large Area Grading Permit, if applicable
 - c. The District recommends that the applicant consider alternate means of disposal other than open burning, such as cutting the majority of the larger material up as firewood, and chipping smaller material, if feasible to mitigate impacts from open outdoor burning.

PASSED AND ADOPTED this 15th day of January, 2020 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Douglas F. Crane, Mayor

Kristine Lawler, City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION TO THE CITY OF UKIAH THE FOLLOWING:

- PARCEL B, AS SHOWN ON SHEET 2 HEREOF

OWNER: GUILLON, INC., A CALIFORNIA CORPORATION

DOUGLAS GUILLON, MANAGING GENERAL PARTNER

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 MENDOCINO

ON _____ BEFORE ME, _____ ,

PERSONALLY APPEARED _____ , 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

NAME _____ SIGNATURE _____

MY COMMISSION EXPIRES

NOTARY PUBLIC IN AND FOR THE
COUNTY OF MENDOCINO _____
STATE OF CALIFORNIA

MAYOR'S STATEMENT

I, _____, MAYOR OF THE CITY OF UKIAH, COUNTY OF MENDOCINO, STATE OF CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF UKIAH, AT A

MEETING HELD ON _____, 20____, AT WHICH A

QUORUM WAS PRESENT, APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC THE OFFER OF DEDICATION OF PARCEL B FOR THE PURPOSES SET FORTH HEREON.

MAYOR _____ DATE _____
CITY OF UKIAH, STATE OF CALIFORNIA

CITY CLERK _____ DATE _____
CITY OF UKIAH, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STEVE HONEYCUTT ON OCTOBER 18, 2019.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED, OR CONDITIONALLY APPROVED, TENTATIVE MAP, IF ANY. I FURTHER STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON OR BEFORE DECEMBER 15, 2019, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRADLEY A. THOMAS, PLS 5520
MY LICENSE EXPIRES 30-SEPT-2020

DATE



ACCURACY STATEMENT

I, BRADLEY A. THOMAS, HEREBY STATE THAT ALL SURVEY WORK REQUIRED IN THE PREPARATION OF THIS MAP AND RELATED MONUMENTATION WAS PERFORMED TO A MINIMUM ACCURACY OF 1:5,000.

BRADLEY A. THOMAS, PLS 5520
MY LICENSE EXPIRES 30-SEPT-2020



CITY ENGINEER'S STATEMENT

I, TIMOTHY E. ERIKSEN, HEREBY STATE THAT I HAVE EXAMINED AND CHECKED THIS PARCEL MAP AND THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND I FURTHER STATE THAT SAID MAP IS IN CONFORMANCE WITH TITLE 7, DIVISION 2, CHAPTER 2, OF THE GOVERNMENT CODE, STATE OF CALIFORNIA, AND THE UKIAH CITY CODE.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT UKIAH, CALIFORNIA,

THIS _____ DAY OF _____, 20____.

TIMOTHY E. ERIKSEN, CITY ENGINEER
R.C.E. 62230
MY LICENSE EXPIRES 30-SEPT-2021

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY DIRECTION; THAT IT IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AMENDED AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

HOWARD N. DASHIELL, CITY SURVEYOR
L.S. 7148
LICENSE EXPIRES 30-JUNE-2021

COUNTY AUDITOR'S STATEMENT

THIS IS TO STATE THAT, ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THE SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS, NOT YET PAYABLE,

DATE

BOND STATEMENT

I, CARMEL J. ANGELO, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA, HEREBY STATE THAT THE BOND OR DEPOSIT AS REQUIRED BY THE SUBDIVISION MAP ACT, SECTION 66464 OF TITLE 7 OF THE GOVERNMENT CODE, DIVISION 2, HAS BEEN FILED.

DATED THIS _____ DAY OF _____, 2019.

CARMEL J. ANGELO, CLERK, BOARD OF SUPERVISORS

BY _____
DEPUTY

PLANNING COMMISSION CERTIFICATE

THIS IS TO STATE THAT THE PLANNING COMMISSION OF THE CITY

OF UKIAH, STATE OF CALIFORNIA, ON THIS ____ DAY OF _____,

20____, EXAMINED THIS MAP AND FINDS THAT SAID MAP CONFORMS WITH THE ACTION TAKEN ON THE TENTATIVE MAP THEREOF AND HEREBY APPROVES THE SAME.

CHAIR OF THE PLANNING COMMISSION
CITY OF UKIAH, STATE OF CALIFORNIA

PROOF OF OWNERSHIP STATEMENT

I HEREBY STATE THAT THE PROOF OF OWNERSHIP STATEMENT MADE

BY _____ THIS ____ DAY OF _____, 20____,

CONFORMS TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.

KATRINA BARTOLOMIE, ASSESSOR, COUNTY CLERK-RECORDER

BY _____
DEPUTY

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT ____ M.,

IN MAPS, DRAWER _____, PAGES _____, M.C.R., AT THE

REQUEST OF BRADLEY A. THOMAS.

KATRINA BARTOLOMIE, ASSESSOR, COUNTY CLERK-RECORDER

BY _____
DEPUTY

FEE: _____

TRACT NO. _____
GOBBI COMMONS SUBDIVISION

BEING A MAJOR SUBDIVISION OF THE
LANDS OF GUILLON, INC., I.N. 2019-13372

EIGHT LOTS TOTALING 0.64 ACRES,
ONE SHARED COMMON AREA OF 0.22 ACRES
AND A DEDICATION OF 172 SQUARE FEET

PORTION OF LOT 26 OF THE YOKAYO RANCHO
LYING WITHIN THE CITY OF UKIAH

COUNTY OF MENDOCINO STATE OF CALIFORNIA
APN 001-306-06

NOVEMBER 2019

BY
LACO ASSOCIATES
1-800-515-5054 www.lacoassociates.com

DRAWN BY DJC
NOVEMBER 26, 2019 FILE No. 9100.03

SHEET 1-CERTIFICATES
SHEET 2-MAP
SHEET 3-SUPPLEMENTAL INFORMATION

SHEET 1 OF 3

MAPS

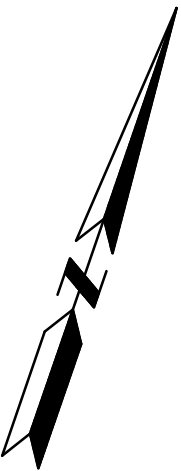
DRAWER _____

PAGE _____

TITLE REPORT

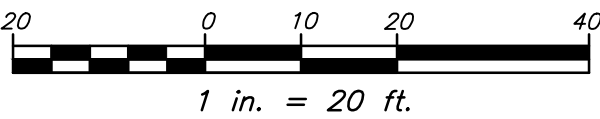
MID VALLEY TITLE & ESCROW COMPANY ORDER No. 0401-6078723

All distances in U.S. Survey Feet and decimals thereof.



BASIS OF BEARINGS

North 71°47'00" East between found monuments along Gobbi Street, as shown on a map filed in Map Case 2, Drawer 57, Page 1, M.C.R.



LEGEND

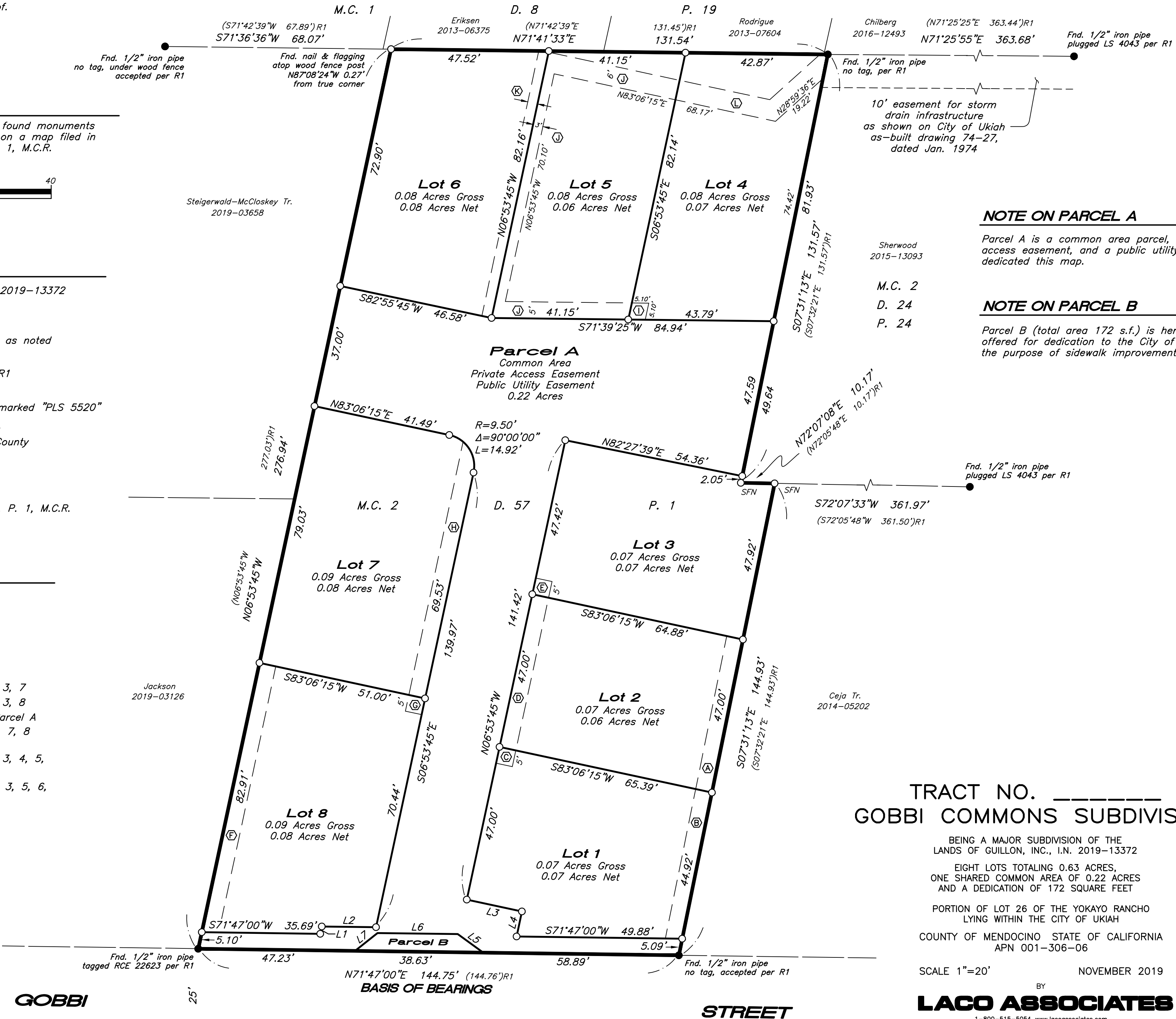
- Lands of Guillon, Inc., per I.N. 2019-13372
- New lot line, this subdivision
- Adjoiner lot line
- New easement, this subdivision, as noted
- - - Existing easement as noted
- - - Centerline of Gobbi Street per R1
- Found monument as noted
- Set 1/2" rebar & plastic cap marked "PLS 5520"
- M.C., D., P. Map Case, Drawer, Page, M.C.R.
- M.C.R. Official Records of Mendocino County
- SFN Searched found nothing
- P.D.E. Private drainage easement
- I.F.O. In favor of
- ()R1 Record data per M.C. 2, D. 57, P. 1, M.C.R. Filed Jan. 20, 1993

NEW EASEMENTS

- (A) 5' wide P.D.E. over Lot 2 I.F.O. Lot 3
- (B) 5' wide P.D.E. over Lot 1 I.F.O. Lots 2, 3
- (C) 5' wide P.D.E. over Lot 1 I.F.O. Lots 2, 3
- (D) 5' wide P.D.E. over Lot 2 I.F.O. Lots 1, 3
- (E) 5' wide P.D.E. over Lot 3 I.F.O. Lot 2
- (F) 5' wide P.D.E. over Lot 8 I.F.O. Lot 7
- (G) 5' wide P.D.E. over Lot 8 I.F.O. Lots 1, 2, 3, 7
- (H) 5' wide P.D.E. over Lot 7 I.F.O. Lots 1, 2, 3, 8
- (I) 5' wide P.D.E. over Lot 4 I.F.O. Lot 5 & Parcel A
- (J) P.D.E. over Lot 5 I.F.O. Lots 1, 2, 3, 4, 6, 7, 8 & Parcel A, width varies as shown
- (K) 3' wide P.D.E. over Lot 6 I.F.O. Lots 1, 2, 3, 4, 5, 7, 8 & Parcel A
- (L) 6' wide P.D.E. over Lot 4, I.F.O. Lots 1, 2, 3, 5, 6, 7, 8 & Parcel A

LINE TABLE

- L1 S06°53'45"E 2.25'
- L2 S71°47'00"W 16.32'
- L3 S83°06'15"W 16.98'
- L4 N06°53'45"W 7.71'
- L5 S72°57'53"E 9.51'
- L6 N71°44'13"E 24.17'
- L7 N32°32'57"E 8.64'



NOTE ON PARCEL A

Parcel A is a common area parcel, a private access easement, and a public utility easement, dedicated this map.

NOTE ON PARCEL B

Parcel B (total area 172 s.f.) is hereby offered for dedication to the City of Ukiah for the purpose of sidewalk improvements.

**TRACT NO. _____
GOBBI COMMONS SUBDIVISION**

BEING A MAJOR SUBDIVISION OF THE
LANDS OF GUILLON, INC., I.N. 2019-13372

EIGHT LOTS TOTALING 0.63 ACRES,
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PORTION OF LOT 26 OF THE YOKAYO RANCHO
LYING WITHIN THE CITY OF UKIAH

COUNTY OF MENDOCINO STATE OF CALIFORNIA
APN 001-306-06

SCALE 1"=20' NOVEMBER 2019

BY
LACO ASSOCIATES

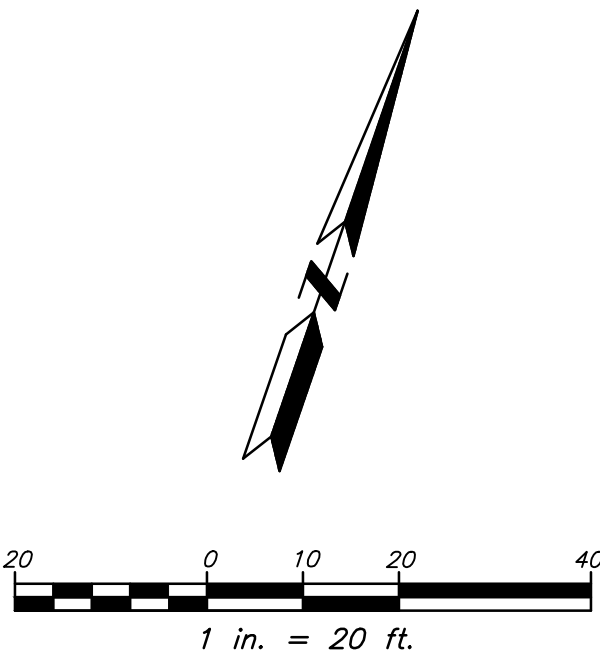
1-800-515-5054 www.lacoassociates.com

DRAWN BY DJC
NOVEMBER 26, 2019

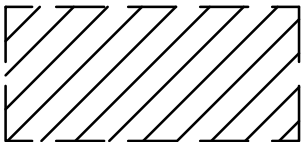
FILE No. 9100.03

SHEET 2 OF 3
MAPS
DRAWER
PAGE

All distances in U.S. Survey Feet and decimals thereof.
Tie lines perpendicular unless noted otherwise.



LEGEND



BMP Facilities – see Standard Urban Stormwater Mitigation Plan, dated _____, prepared by LACO Associates, and Maintenance Agreement for Monitoring Stormwater BMP Facilities and Declaration of Covenants, per Inst. No. _____ M.C.R.



SUPPLEMENTAL
INFORMATION
SHEET

TRACT NO. _____
GOBBI COMMONS SUBDIVISION

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BY
LACO ASSOCIATES
1-800-515-5054 www.lacoassociates.com

DRAWN BY DJC
NOVEMBER 26, 2019 FILE No. 9100.03

SHEET 3 OF 3
MAPS
DRAWER _____
PAGE _____



AGENDA SUMMARY REPORT

SUBJECT: Approve Agreement with The Reed Group, Inc. to Prepare a Water Rate Study.

DEPARTMENT: Finance **PREPARED BY:** Mary Horger, Financial Services Manager

ATTACHMENTS:

1. 2020 Water Rate Proposal 12-19-19

Summary: Council will consider authorizing the City Manager to execute an agreement with The Reed Group, Inc. to conduct a water rate study.

Background: The Reed Group completed a water rate study in February 2016. Annual rate adjustments were adopted at that time through January 2020.

Discussion: On December 19, 2019, The Reed Group, Inc. provided a proposal in the amount of \$32,100 to prepare a new water rate study. Please refer to Attachment 1 for a copy of the proposal.

As the proposal states, the study will be used to update the City's water utility financial plan and develop recommendations for water rate adjustments for the next five years. Additionally, the study will include examining the financial impacts of the City's recycled water program, including potential financing of Phase 4 of the Recycled Water Project.

Due to the knowledge and performance of The Reed Group, Inc. on prior studies for the City, it is staff's recommendation to authorize the City Manager to negotiate and execute an agreement with The Reed Group, Inc. to conduct a water rate study in the amount of \$32,100.

Recommended Action: Authorize the City Manager to execute an agreement with the Reed Group, Inc. to conduct a water rate study.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 82027110.52100: \$115,550

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Dan Buffalo, Director of Finance; Sean White, Director of Water Resources

Approved: 
Sage Sangiacomo, City Manager



December 19, 2019

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

Subject: Proposal to Prepare Water Rate Study

Dear Sean,

In response to your request, The Reed Group, Inc. is pleased to offer assistance to the City of Ukiah in preparing a water rate study. This proposal letter includes a scope of services, schedule, cost estimate, and an initial information request for the study based on our recent telephone conversation. As you know, The Reed Group completed a water rate study in February 2016. Annual rate adjustments were adopted at that time through January 2020. This study is intended to update the financial plan for the water utility and develop recommendations for water rate adjustments for the next five years. One focus of the study will be to examine the financial impacts of the City's recycled water program, including potential financing of Phase 4 of the program.

The study described herein includes the technical and financial analysis for preparing a new 10-year financial plan for the water utility, including recycled water costs and related financing. The study also includes (1) a presentation to the City Council prior to the Proposition 218 notification process, and (2) a presentation during a public hearing to consider proposed water rates. If necessary, the study scope and schedule could be modified to accommodate any additional needs of the City.

Scope of Services

The City of Ukiah currently adjusts its water rates annually based on recommendations made during the 2016 water rate study. At that time, a five-year rate plan was adopted by the City. The last of the annual rate adjustments is scheduled for January 2020. The timing is appropriate for a review of the financial condition of the water utility and an update of the water rates, with consideration of a new five-year rate plan. Water rates must generate sufficient revenues to meet the utility's operation and maintenance needs, debt service obligations, and capital program needs with consideration for other revenue sources and financial reserves and reserve policies. As with past studies, the water rate study will also need to be sensitive to the concerns of the community.



Specific tasks for the water rate study include:

- *Project Initiation and Management* – Includes kick-off meeting and up to 2 interim meetings with staff, contract administration, and coordination and communication with the City. Meetings with staff may be conducted via conference call. In particular, we will use the kick-off meeting to review project scope, overall schedule, and initial data and information needs. This proposal letter includes an initial data and information request. During the kick-off meeting, we will review the request, and also discuss the issues that will be central to the study.
- *Develop 10-Year Financial Plan* – The financial plan will include consideration of annual operating and maintenance costs, current and potential future debt service obligations, capital improvement needs, prudent reserves, and revenues to the water utility. The financial plan will be used to (1) develop a financial strategy for meeting capital improvement needs of the utility, and (2) identify the annual water rate revenues requirement. The financial strategy may include consideration of debt financing of capital projects and, if necessary, estimation of the size and timing of debt issuance. We will also consider how reserve policies might help to reduce financial risk, reduce the need for future debt, and moderate annual rate adjustments. The revenue requirement is the amount needed to meet financial obligations and goals with consideration of reserves and reserve policies. Specific recommendations for establishing and maintaining operating and capital replacement reserves will be developed as part of this study.
- *Cost of Service Analysis and Rate Calculations* – This task will include cost of service analyses and calculation of water rates. We will follow the requirements of Proposition 218 in determining water rates and in proportionately allocating costs to each customer. Rate analyses will be consistent with meeting the revenue needs identified through the financial plan. Changes to the current water rate structure are not contemplated at this time.
- *Prepare and Present Draft Rate Study Report* – Draft recommendations on the financial plan and water rates will be documented in a draft report including all underlying assumptions, proposed financial strategy, cost allocations, rate calculations, and policy recommendations. Draft recommendations will be presented to the City Council during a regular council meeting or in a workshop setting. This will provide an opportunity to describe how each of the key issues identified for this project were addressed and resolved, as well as provide an opportunity to address public comments and questions before the formal rate adoption process begins.
- *Finalize Rate Study and Recommendations* – Based on comments and direction received from staff and the City Council financial and rate analyses will be refined, as necessary, and study recommendations finalized. We will also work with City staff to prepare required public hearing notice in compliance with Proposition 218. This notice must be mailed to all customers/property owners at least 45 days prior to a public hearing.



- *Presentation and Rate Hearing* – The Reed Group will present final study recommendations to the City Council during a public hearing to consider new water rates for adoption.

Cost and Schedule

It is estimated that water financial plan and rate study can be performed for **\$32,100**, including expenses. It is our practice to bill clients monthly for actual time and expenses, subject to the not-to-exceed limit of the study. Payments are due within 30 days. My hourly billing rate for this study is \$300. Assistance with the rate study will be provided by Mark Hildebrand, of Hildebrand Consulting, LLC. His hourly billing rate is \$210. Expenses are estimated at about \$600 (primarily for travel). All work products will be submitted in electronic format (primarily PDF files).

An initial timeline for the project is listed below, assuming that the study begins by early January. The timeline will be reviewed and, if necessary, adjusted during the kick-off meeting for the project. The proposed timeline would enable the City to adopt new water rates before the end of the current fiscal year.

Kick-off meeting	Early January
Financial plan development	January
Water rate calculations	February
Draft report	February
Presentation to City Council	Early March
Finalize Report & Mail Notice of Public Hearings	Late March
Public Hearing on Water Rates	Early May

The schedule for the water rate study can be adjusted to meet the City's needs. We will work closely with City staff to ensure that the City's needs are addressed throughout the study.

Initial Data and Information Request

The following items related to the City's water utility will be needed to perform the water rate study. We may request additional information as the study proceeds.

- Actual FY 18-19 revenues and expenses in the same level of detail as the budget
- Budgeted FY 19-20 revenues and expenses
- Fund/reserve balances as of June 30, 2019
- Multi-year capital improvement plan for the water system
- Existing debt service schedules and related coverage requirements
- Information pertaining to the City's recycled water program including, to the extent available:



- Past and anticipated capital program costs associated with recycled water facilities
 - Operating and maintenance costs
 - List of recycled water customers, including account name, account number, and recent (or projected future) recycled water demand and meter sizes
 - Anticipated financing for Phase 4
 - Any relevant information on issues/policies pertaining to recycled water from both water utility and sewer utility perspectives
- Current water rate and connection fee schedules

Because we are currently working on the City's and UVSD's wastewater rates, we have recent utility billing data. At this point, we are assuming that we can extract needed water billing information from that data. Also, we will develop the water financial plan with the same growth, interest, and inflation assumptions as used in the wastewater rate study. These topics will be discussed during the kick-off meeting.

* * * * *

Please let me know if you have any questions regarding this proposal. We appreciate the opportunity to be of continued service to the City of Ukiah.

Sincerely,

Robert Reed
The Reed Group, Inc.



AGENDA SUMMARY REPORT

SUBJECT: Report of Disposition of Surplus Materials, Used Equipment, and Supplies.

DEPARTMENT: Finance **PREPARED BY:** Mary Horger, Financial Services Manager

ATTACHMENTS:

1. REPORT OF ASSETS SOLD

Summary: Council will receive a report of the disposition of surplus materials, used equipment, and supplies.

Background: This past fall, an on-line auction was released for the sale of miscellaneous items from City departments that have been determined obsolete, or in poor condition, and no longer used. As per policy, all departments were notified of the availability of these items in surplus prior to the auction, in the case of an unknown use for another department.

The total amount of the sale was \$112,700.27. Attachment 1 provides the list of items sold, the amount they sold for, and the departments the sale proceeds have been applied to.

Discussion: At the time of the auction, in addition to the wide-span marketing that GovDeals.com conducts, alerts of the auction were placed on the City's website, ads were run in The Ukiah Daily Journal, and banners were posted to attract potential local buyers to the sale.

GovDeals.com is used by public agencies throughout the country to sell surplus items. The auction is accessible both locally and abroad.

Recommended Action: Receive and file report regarding the disposition of surplus materials, used equipment, and supplies.

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: Mary Williamson, Buyer II; Seth Strader, Buyer I; David Kirch, Fleet and Plant Maintenance Supervisor

Approved: 
Sage Sangiacomo, City Manager

Item #	Inv ID	ID	Description	Sold Amount	Tax Collected	Revenue Distribution	Department
56	154	154	Stadium Lights	\$1.00	\$0.09	10000000.44810	Parks
55	3725	72	2001 Dodge Ram 1500 WS Regular Cab Short Bed 2WD	\$230.00		80000000.44810	EUD
54	3105	138	2001 Ford Explorer XLT	\$320.00		10020000.44433	Police
53	3711	141	1997 GMC Sierra C/K 2500 Regular Cab 2WD	\$245.00		10000000.44810	Streets
52	4114	144	2005 Ford Crown Victoria Police Interceptor	\$500.00		10020000.44433	Police
51	2222	136	2004 Ford F550 Super Duty Altec 37G	\$10,000.00		80000000.44810	EUD
50	1230	128	Massey Ferguson Tractor	\$5,120.00	\$454.40	10000000.44810	Streets
49	8432	163	Stimsonite Apollo System II Thermoplastic Machine	\$1,205.00	\$106.94	10000000.44810	Streets
48	4196	106	3 Ford Crown Victoria Police Interceptors - For parts or repair	\$1.00		10020000.44433	Police
47	6515	150	1999 Chevrolet Blazer	\$1,485.00		10021000.44522	Fire
46	1712	131	TCM FG20 Forklift PR2CSS	\$1,965.00		84000000.44810	WWTP
45	4590	106	2007 Toyota Camry Hybrid Sedan	\$3,020.00		10000000.44810	Community Services
44	152	152	Wayne 5000 Series 480 Volt Air Compressor	\$305.00	\$27.07	10000000.44810	Parks
43	2221	135	Ford F550 Super Duty Altec 250G Bucket Truck	\$1,090.00		80000000.44810	EUD
42	2110	132	Ford F600 Flatbed	\$620.00		80000000.44810	EUD
41	6311	91	1989 Sullivan Air Compressor	\$2,020.00	\$179.27	50% to 82000000.44810 50% to 84000000.44810	Water/Sewer
40	2370	166	1985 Ford F700	\$2,115.00		50% to 82000000.44810 50% to 84000000.44810	Water/Sewer
39	1321	129	Case Backhoe	\$7,120.99	\$631.99	50% to 82000000.44810 50% to 84000000.44810	Water/Sewer
38	127	127	Turf Cutter	\$105.00	\$9.32	10000000.44810	Parks
37	120	120	Jackhammers	\$20.00	\$1.77	50% to 82000000.44810 50% to 84000000.44810	Water/Sewer
36	118	118	3 Phase Vertical Pumps	\$40.00	\$3.55	82000000.44810	WTP
35	116	117	3 Phase Centrifugal Pumps	\$50.00	\$4.44	82000000.44810	WTP
34	2340	97	1980 GMC 7000 Series Dump Truck	\$575.00	\$51.03	50% to 82000000.44810 50% to 84000000.44810	Water/Sewer
33	119	119	Lawn Mowers and Edgers	\$126.00	\$11.18	10000000.44810	Parks
32	124	124	John Deere Riding Mower	\$2,920.00	\$259.15	10000000.44810	Parks
31	115	115	Red Banquet Chairs	\$425.00	\$37.72	73000000.44810	Conference Center
30	162	162	Exercise Step Platform Equipment	\$1.00	\$0.09	10000000.44810	Community Services
29	Part 7	161	Pallet of misc. computer parts	\$1.00	\$0.09	10000000.44810	IT
28	Part 3	157	Pallet of misc. computer parts	\$1.00	\$0.09	10000000.44810	IT
27	Part 1	155	Pallet of misc. computer parts	\$1.00	\$0.09	10000000.44810	IT
26	4905	147	GO-4 3 Wheel Machine	\$370.00		10020000.44433	Police
25	4542	146	2005 Jeep Liberty	\$1,040.00		82000000.44810	WTP
24	164	164	Fluke Thermal Imaging Camera	\$532.00		84000000.44810	WWTP
23	2542	137	International S1900 Water Truck	\$3,294.00		10000000.44810	Streets
22	6400	149	Berry Corp Crack Sealer	\$1,796.00	\$159.39	10000000.44810	Streets
21	1400	130	New Holland LX 665 Skid Steer	\$8,501.00	\$754.46	10000000.44810	Streets
20	37	37	Bermad Flow Control Valve 14"	\$6.53		82000000.44810	WTP
19	3751	143	1999 Chevrolet C/K 2500 Reg. Cab Long Bed 2WD	\$420.00		10000000.44810	Streets
18	3241	140	Isuzu Pickup	\$321.00		20300000.44810	Garage
17	126	126	Misc. Motors and Pumps	\$132.00	\$11.71	82000000.44810	WTP
16	122	122	MK 9000 Push Concrete Saw	\$205.00	\$18.19	50% to 82000000.44810 50% to 84000000.44810	Water/Sewer
15	168	168	Lot of Viewue LE2 and LE3 Body Cameras	\$105.00	\$9.32	10020000.44433	Police
14	2122	133	2009 Chevrolet Tahoe Police/Special Service 2WD	\$2,675.00		10020000.44433	Police
13	165	165	Assorted Holsters	\$359.75		10020000.44433	Police
12	125	125	Police Car Rear K9 Cage	\$1.00	\$0.09	10020000.44433	Police
11	2861	2861	1995 Pierce Fire Engine	\$2,000.00		10021000.44522	Fire
10	6545	151	2003 GMC Sierra 2500HD Ext. Cab Long Bed 4WD	\$5,575.00		10021000.44522	Fire
9	6180	148	1988 Beck Type 1 Fire Engine	\$2,031.00		10021000.44522	Fire
8	6560	70	1989 GMC Sierra C/K 3500 Reg. Cab 4WD w/ Service Body	\$2,555.00		10021000.44522	Fire
7	114	114	Barbell Weight Bench	\$1.00	\$0.09	50% to 10020000.44433 50% to 10021000.44522	Police/Fire
6	1054	113	Stairmaster Gravitron Pull Up Exercise Machine	\$1.00	\$0.09	50% to 10020000.44433 50% to 10021000.44522	Police/Fire
5	2532	66	2006 Sterling SC-8000 w/ Schwarze A7000 Sweeper	\$5,001.00		10000000.44810	Streets
4	2122	133	2006 International 4300	\$25,000.00		80000000.44810	EUD
3	5835	167	1998 Tier 1 84 HP Portable Diesel IC Engine Wood Chipper	\$8,110.00		10000000.44810	Parks
2	116	116	Liftmaster Motorized Roll-up Door Operators	\$810.00	\$71.89	84000000.44810	WWTP
1	121	121	Misc. Gas Weed Eaters, Lawn Edges and Blowers	\$230.00	\$20.41	10000000.44810	Parks
TOTAL:				\$112,700.27	\$2,823.92		

Total Sale Proceeds Distribution by Fund		
100	General	\$39,870.52
203	Garage	\$1,090.00
730	Conference Center	\$320.00
800	Electric	\$17,070.00
820	Water	\$38,878.88
840	Sewer	\$15,470.88



AGENDA SUMMARY REPORT

SUBJECT: Council will Receive a Report of the Contract Agreement with GHD, Inc. for Consulting Services Related to Biological Monitoring for the Northwestern Pacific Rail Trail in the Amount Not to Exceed \$19,179 and Approve Budget Amendment.

DEPARTMENT: Public Works **PREPARED BY:** Andrew Stricklin, Engineering Analyst

ATTACHMENTS:

1. GHD Biological Services Amendment
2. Original GHD Agreement

Summary: Council will Receive a Report of the Contract Agreement with GHD, Inc. for Consulting Services Related to Biological Monitoring for the Northwestern Pacific Rail Trail in the Amount Not to Exceed \$19,179 and will consider approving budget amendment.

Background: As Public Works is nearing completion of the Northwestern Pacific Rail Trail Project, biological monitoring is required by California Fish and Wildlife for both phase 2 and 3 near the newly installed pedestrian bridges over Orrs Creek and Doolin Creek. Such requirements include notification of project initiation and completion, biological surveys, worker awareness training and annual mitigation reports for a period of 5 years. Based on their previous and extensive knowledge and design of the project, City staff reached out to GHD for a proposal on managing and making all required biological reports made necessary by CDFW.

Discussion: The sites to be monitored include new plantings as well as existing native plants that were required to be preserved for the duration of construction. The consultant selected will complete all necessary monitoring visits and reports for a 5-year period and submit such final reports to CDFW and RWQCB. GHD is the design engineer on record for the entirety of the project and has a highly qualified staff already familiar with the site and the interaction of their design with the native habit. GHD submitted a proposal (Attachment 1) which has a contract total of \$19,179. The original agreement is Attachment 2, for reference.

Staff is requesting a budget amendment to cover this expense. There is \$88,245.04 available in an Engineering Equipment Reserve account #22000000.38301. The budget amendment, if approved, will authorize moving the full balance in that account to the General Fund, and add an approved budget appropriation of \$19,179 to Engineering account #10024210.52100.

Recommended Action: Council will Receive a Report of the Contract Agreement with GHD, Inc. for Consulting Services Related to Biological Monitoring for the Northwestern Pacific Rail Trail in the Amount Not to Exceed \$19,179, approve budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10024210.52100: \$0

PROPOSED BUDGET AMOUNT: 10024210.52100: \$19,179

FINANCING SOURCE: 22000000.38301

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No.1819-110

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager



July 15, 2019

Andrew Stricklin
Management Analyst-Engineering
City of Ukiah

RE: Amendment for Biological Monitoring Services during Construction – Northwestern Pacific Rail Trail Phase 2 & 3

Dear Mr. Stricklin:

Thank you for the opportunity to present this amendment for the above-referenced biological services.

Project Understanding

The City proposes to construct the Northwestern Pacific Rail Trail Phase 2 & 3 (project), which would extend the existing Northwestern Pacific Rail Trail within the Northwestern Pacific Railroad Corridor by 0.8 mile under Phase 2 and 0.3 mile under Phase 3. Phase 2 of the project would extend the pathway from Gobbi Street at the north end to Commerce Drive at the south end. Phase 3 of the Project would commence from the terminus of the Phase 1 trail at Clara Avenue, to the Ukiah City Limit at Brush Street. The pathway would consist of a 10-foot-wide asphalt concrete paved pathway, with 2-foot-wide gravel shoulders on either side, for a total width of 14 feet and would require the installation of two pedestrian bridges, one over Doolin Creek and one over Orrs Creek.

The project is currently programmed to begin construction in Summer 2019 and be completed in 3 months. The following scope of services is related to the two CDFW and one RWQCB permits issued to the City with specific requirements to be implemented during and after the construction phase.

Scope of Services

Based on our preliminary review of the CDFW permit, we propose to provide the following tasks to complete the requested biological monitoring services:

- Task 1 – Project Management and Communication
- Task 2 – Notification of Work Initiation and Completion
- Task 3 – Pre-Construction Surveys and Verify Installation of Exclusion Fencing
- Task 4 – Worker Training Session
- Task 5 -- Mitigation Planting Annual Monitoring and Reporting



- Task 6 (optional) – On-Call Biological Monitoring

1. Project Management and Communication

GHD will coordinate with the City, the project support team, and the CDFW agency representative to schedule and complete all included tasks. This will include coordination to approve biologist's credentials and experience per CDFW standards, scheduling of GHD staff for applicable field work, and communication with City staff.

2. Notification of Work Initiation and Completion

GHD will notify CDFW of the start of work, as well as the completion of construction. The notification of work initiation shall be submitted to the agency within the 7-day period preceding the start of work. Subsequently, the notification of completion shall be no later than 7 days after the project is completed. The notification of completion shall include photographs of the completed work and a summary of the CNDDDB submissions, as required by the permit and if needed.

3. Pre-construction Surveys and Worker Awareness Training Verify Installation of Exclusion Fencing

If project-related construction activities are scheduled during the nesting season of protected raptors and other avian species, a CDFW-approved biologist will conduct a focused pre-construction survey for active nests within 5 days prior to the beginning of project-related activities. Any active nests identified along the surveyed portion of the corridor will be marked with an appropriately-sized buffer to minimize the risk of construction disturbance. Additionally, during the nesting bird pre-construction survey, the two creek crossings will be cleared for Foothill Yellow-legged Frog (FYLF) and western pond turtle. Both of these species have the potential to occur within the project area and must be surveyed for.

Survey results for all three species will be presented to the client via a biological memo. GHD will consult with the City and CDFW, as appropriate, regarding survey results at the project site. If no active nests, presence of FYLFs, or western pond turtles are found during the survey(s), then no consultation would be necessary.

A qualified biologist will provide a training session for work personnel to identify special-status species which may be in the area, their general behaviour, how they may be encountered in the work area, and procedures to follow if encountered.



4. Verify Installation of Exclusion Fencing

Prior to beginning work along the banks and over Doolin Creek and Orrs Creek, GHD will verify the exclusion fencing has been installed correctly. It is assumed that both creeks can be observed on the same site visit.

5. Mitigation Planting Annual Monitoring and Reporting

The 300-square-foot mitigation area will be monitored annually for five years, noting the yearly survival count, estimate of percent plant cover, and height of each tree. This proposal includes five site visits and time to prepare annual reports, which would include the above-listed components and photographs of the plantings. GHD will provide draft and final reports to the City, and final reports to CDFW and RWQCB each reporting year.

6. On-Call Biological Monitoring (Optional)

A qualified biologist will be available to monitor the project site during construction, should the Orrs Creek Channel be wetted and require such monitoring. This task includes up to 40 hours of on-call services including travel time and mileage.

Deliverables

- 1) Notification of Initiation
- 2) Pre-Construction Survey Biological Memo
- 3) Construction Worker Awareness Training (1)
- 4) Annual Mitigation Monitoring Reports (5)
- 5) Notification of Completion

General Assumptions and Exclusions

This proposal is based on the following assumptions:

- a. The City will communicate with GHD when the Project will begin and when it completes construction.
- b. Final photographs of the completed Project will be taken by the City or City's contractor and provided to GHD.
- c. The worker training will occur on the same day as the pre-construction surveys and that all contractor personnel will be in attendance. If the contractor does not appear, another contractor is brought on during a later phase, or another instance occurs that triggers the need for another worker training, GHD may need a contract amendment.



- d. No nesting birds are found during the pre-construction survey.
- e. The creek channels will be dry at the time of construction at each creek location, otherwise additional biological surveys and monitoring would be necessary.
- f. FYLF exclusion fencing can be verified at both creek crossing, in one site visit.
- g. The mitigation planting area will meet the survival criteria and not require monitoring past 5 years.
- h. The City will be responsible for watering, and re-planting if needed, the mitigation area.
- i. No guarantees, expressed or implied, are made by GHD regarding final approval or acceptance by the agencies of survey results, project plans, or mitigation plantings.

Proposed Fee

The proposed fee for this scope of work is a time-and-materials fee not to exceed \$19,179. We appreciate the opportunity to work with you on this project. If you have any questions, please feel free to contact me.

Sincerely,

GHD Inc.

Haley Cahill
Environmental Planner

Attachments:

1. Fee Estimate



Attachment 1

Fee Estimate

City of Ukiah

Biological Services for NWP Rail Trail Phase 2 & 3

July 15, 2019

	QA/QC	Environmental Lead	Biologist / Botanist	Admin Staff	Total Labor Hours	Labor Cost	Office Consumables	Direct Expenses	Total
Tasks	\$190	\$140	\$136	\$115					
Task 1- Project Management and Communication	2	6		2	10	\$1,450	\$60		\$1,510
Task 2- Notification of Initiation and Completion	1	2	1		4	\$606	\$24		\$630
Task 3 - Pre-construction Surveys and Worker Training Session (1 site visits)		4	28		32	\$4,368	\$192	\$450	\$5,010
Task 4 - Verify Exclusion Fencing (1 site visit)		1	8		9	\$1,228	\$54	\$180	\$1,462
Task 5 - Mitigation Planting Annual Monitoring/Reporting (5 site visits)	1	5	60	1	67	\$9,165	\$402	\$1,000	\$10,567
TOTAL	4	18	97	3	122	\$16,817	\$732	\$1,630	\$19,179

Optional Task

Biological Monitoring FYLF if Channel Wetted*		2	40		42	\$5,720	\$252	\$900	\$6,870
TOTAL with Optional Task	4	20	137	3	164	\$22,537	\$984	\$2,530	\$26,049

*Assuming 5 days

COU No. 1819-110

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
[Design Professional]

This Agreement, made and entered into this 5TH day of SEPT., 2018 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and GHD Inc., a corporation organized and in good standing under the laws of the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to the preparation of the Northwestern Pacific Rail Trail Phase 3 bid documents.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A"), which includes the Consultant's proposal dated August 28, 2018, and City's Request for Proposals.

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".

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

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within 114 calendar days from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

3.2 Non-Discrimination.

- A. Consultant's signature affixed hereto, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless

exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$306,963. Additional work to include Resource Agency Permitting, and preparation of a Storm Water Pollution Prevention Plan, if authorized by the City, shall be performed for a fee of \$18,220 and \$4,230, respectively. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.
- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within maximum dollar amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

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

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

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

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

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

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

6.0 INDEMNIFICATION

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

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

2. Worker's Compensation and Employers Liability Coverage

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

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement.

4. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by

that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, after notice to Consultant that City has paid the premium, the cost of insurance may be deducted from the compensation otherwise due the contractor under the terms of this Contract.

G. Subcontractors

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

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

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

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

7.0 CONTRACT PROVISIONS

- 7.1 Documents and Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.

- 7.4 **Severability.** If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 **Modification.** No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 **Assignment.** Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 **Waiver.** No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 **Termination.** This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.
- 7.9 **Execution of Agreement.** This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

8.0 **NOTICES**

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

Mr. Tim Eriksen
City of Ukiah
Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482-5400

Mr. William Silva
GHD
2235 Mercury Way, Suite 150
Santa Rosa, CA 95407

9.0 SIGNATURES

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

CONSULTANT

BY: 
William Silva
PRINCIPAL

SEP 7, 18
Date

IRS IDN Number: 98-0425935

CITY OF UKIAH

BY: 
Sage Sangiacomo
CITY MANAGER

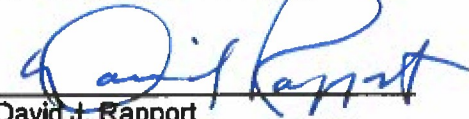
9-7-18
Date

ATTEST


CITY CLERK

9-7-18
Date

APPROVED AS TO FORM


David J. Rapport
CITY ATTORNEY

9-10-18
Date

2. Project approach & schedule

Northwestern Pacific Rail trail background

In 1999, the City of Ukiah began to plan a new Class I trail adjacent to the Northwestern Pacific (NWP) railroad tracks in the North Coast Railroad Authority (NCRA) right-of-way (R/W) corridor. The trail concept appeared in the City's 1999 Bicycle Master Plan, completed by GHD teaming partner **Alta Planning + Design**. The project was ranked as the highest priority in the Bicycle Master Plan and in the 2006 Mendocino County Regional Bikeway Plan. The planning for the overall NWP Rail Trail Project was further developed in the 2002 Rail Trail Feasibility Study, also completed by Alta, as well as in the 2012 Mendocino County Rail-with-Trail Corridor Plan (2012 Trail Corridor Plan), which was completed by Alta and GHD.

The NWP Rail Trail project has broad community support and, of critical importance, the support of the NCRA. Within the City of Ukiah, the NWP Rail Trail project was divided into three segments, to be implemented in three phases:

- Phase 1: Clara Street in the north to Gobbi Street in the south
- Phase 2: Gobbi Street in the north to Commerce Drive in the south
- Phase 3: Brush Street in the north to Clara Street in the south



Figure 2.1. Southern end of Phase 3 trail segment at Clara Avenue looking south at the Phase 1 segment.

In 2012, the City selected the GHD/Alta team to deliver Phase 1 of the project, which was the first rail-with-trail project to be designed and constructed within the NCRA R/W in Mendocino County, involving surveying and mapping; preparation of the Trail Corridor Management Plan, Safety Plan, and Trail Policy; a public workshop; and the complete design. Construction of Phase 1 completed in 2015, with GHD providing construction management and inspection services. In 2018, the GHD/Alta team was successively selected to prepare construction documents for the Phase 2 section of trail, tentatively going to construction the winter of 2019.

GHD also assisted the City in obtaining approvals from the California Public Utilities Commission (CPUC), California Department of Fish and Wildlife (CDFW), Caltrans and NCRA. In addition, GHD assisted in creating a License Agreement between the City and NCRA for the further development of the NWP Rail Trail project, a 25-year agreement that is critical to the overall success of this three-phase endeavour. By granting the City a non-exclusive license to access and utilize the NCRA R/W to construct, operate, and maintain a Class I trail (in addition to outlining other requirements).

Most of the detailed requirements referenced in the agreement are described in the NCRA Policy & Procedures Manual, §0907 Trail Projects on the NWP Line Rights-of-Way: Design, Construction, Safety, Operations, and Maintenance Guidelines (Rail-with-Trail Guidelines). These guidelines encompass requirements for licensing, permitting, and planning for trail projects in the NCRA R/W. Two of the key planning documents required by these guidelines are a feasibility study and safety plan. GHD incorporated the feasibility study and safety plan documentation in the Phase 1 Trail Corridor Management Plan, a document that addresses management issues throughout the study area relating to use and design of the facility. This study and documentation are also needed for Phase 3:

The feasibility study was required to demonstrate a project's comprehensive viability, as well as to present an alternatives analysis. The 2012 Mendocino County Rail with Trail Corridor Plan meets this requirement, and identifies this Phase 3 project segment as a Segment No. S11.

The safety plan lays out engineering standards, trespassing and crime prevention strategies, signage, access points, and methods/processed for coordination with police and fire protection. GHD and Alta has together completed these documents for previous projects, including for, as previously mentioned, the Phase 1 and 2 portions of this project.

Phase 3 project understanding

In 2018 the City received an Urban Greening Grant from the state administered by California Natural Resources Agency to complete the Phase 3 segment. The Urban Greening Grant supports projects that reduce Green House Gases (GHG), by enhancing, expanding and creating neighbourhood parks, provide greening of public lands, mitigating urban heat islands, or developing non-motorized urban trails that provide safe routes to travel between residences, workplaces, commercial centers and schools.

In June 2016, the City completed the Phase 3 environmental documentation through a CEQA Notice of Exemption. The project was determined to be Categorically Exempt under Section 15303 (Class 3, new construction of small facilities) and Section 15304 (Class 4, construction of a bicycle/multi-use trail within an existing right-of-way).

The Phase 3 trail segment is approximately one quarter of a mile long, includes new bridge over Orrs Creek, a new mid-block pedestrian crossings at Ford Street with a pedestrian refuge. The Phase 1 project alignment, which was located on the west side of the NWP railroad tracks, the Phase 2 alignment is located on the east side of the tracks. The Phase 3 alignment being located on the west side of the tracks has several advantages, as well as a couple of potential challenges. These opportunities and constraints are described below, under **"Approach"**.

The City has established a schedule for the project, with the goal of completing design in January 2019 in order to comply with the Performance Period as indicated in the Urban Greening Grant Agreement. This schedule is an important goal for the City, as it will ensure that construction moves forward during spring and summer of 2019. Achieving this schedule is contingent on overcoming key project issues, which are also described below, under **"Approach"**.

The GHD/Alta team has a very deep understanding of this project, developed over the past 15 years, and so is able to leverage a tremendous amount of recent experience with the City of Ukiah on Phase 1 and 2 of the Northwestern Pacific Rail Trail project; as well as many other similar rail-with-trail projects (described in Section 3 and Section 6 of this proposal) to successfully meet the ambitious schedule and deliver all project components to the satisfaction of the City.

Within the past five years, we have also worked directly with NCRA and NWPCO staff on the development of

numerous rail-with-trail projects in Northern California. GHD and Alta trail designs have become the centerpiece of communities, and we recognize the potential for currently underutilized land to increase in value as the trail gains popularity, which includes opportunities for trail-front businesses.

Additionally, Alta is recognized nationwide as a leader in the development of trail projects within railroad rights-of-way. They have published reports, in collaboration with the U.S. Department of Transportation, that examine safety, design, and liability issues associated with the development of shared use paths and other trails within or adjacent to active railroad and transit rights-of-way.

Phase 3 approach

In preparing our proposal, we met with the City multiple times to discuss specific details and potential challenges regarding the Phase 3 project. We walked and photo-documented (the evidence of which you can find throughout this section) the entire Phase 3 alignment, as well as obtaining and reviewing all background documentation, including NCRA R/W mapping and the applicable policies, goals, and objectives outlined in the 2015 Ukiah Bicycle and Pedestrian Master Plan

(prepared by Alta).

Through a combination of our unique historic understanding of the project and our recent investigative efforts, we have identified some key challenges within Phase 3. The following section identifies these key challenges and GHD's proposed approach to each.

Schedule constraints

To meet the schedule established for this project, it is critical that the approach be efficiently executed with each task. As noted in Section 3, GHD's project management and design team has worked with the City on numerous projects, several of which are under construction. We have an established relationship with City staff, as well as with the City's Project Manager on this project (Ben Kageyama), enabling us to focus on the project immediately and quickly move from the feasibility study into the detailed design phase, as outlined in the RFP (No. 18-04).

The project team can only meet the schedule (***See the end of this section.***) if able to immediately start on the project and rapidly complete both the topographic survey, right-of-way and flood zone analysis. GHD previously completed a portion of mapping for a



Figure 2.2. Rendering of trail crossing at Clara Avenue (looking north)

downstream portion of Orrs Creek as a part of the Site Development for Well 9 project, as well as a short section north of Clara Avenue, allowing us to build upon this existing basemap will allow us to complete the trail and drainage design. We propose to conduct a focused topographic survey on the west side of the railroad tracks where the alignment is designated in the Urban Greening Grant. In order to quickly complete the survey, we will use a combination of aerial drone and truck-mounted equipment (with limited manual survey) at specifically and strategically chosen locations, such as at Orrs Creek. The survey will be completed by GHD's in-house resources. This survey approach will reduce survey costs and allow us to quickly focus the Corridor Management Plan and Preliminary (30%) Design.

Preliminary design and lighting standards

Key goals of the Preliminary Design are to verify that the minimum offset of the trail improvements from the centerline of the railroad tracks is met, to confirm that R/W and flood zone requirements are achieved, and to

reflect all of the proposed amenities on the plans and in the opinion of probable construction cost. Some of these amenities include benches and trash receptacles, crossing details, barriers, and lighting standards. In particular, the pedestrian lighting standards to be used in Phase 2 warrant research.

The lighting standards installed in Phase 2 are the IPL Series manufactured by Firstlight Technologies, a solar powered LED integrated architectural area light specifically designed for use in recreational bikeway/pathway and public space lighting applications. These lights use a high performance lithium ion battery to store solar energy generated during the day, with a battery life in the range of 8 to 10 years. This is unlike the Phase 1 batteries where lead acid battery that began to fail in within one year of installation, and since have been replaced with the lithium ion battery.

The GHD team will work with the City to confirm the preferred lighting standard type, and develop a specification that addresses the performance issues that have occurred with the Phase 1 lights, potentially including an extended warranty on the batteries.



Figure 2.3. Rendering of new pedestrian bridge crossing at Orr Creek

Rights-of-way

Based on the current concept alignment, no R/W or easement acquisitions are needed. The existing lease area at the trail end at Brush Street will be vacated by the lease (Redwood Coast Fuels) prior to construction of the trail.

The concept drawings included in the City's RFP (18-04) show a change in trail alignment at this location as well as Ford Street to avoid existing rail equipment (signal, gate, cantilever, and an electrical service). This change in alignment could result in the trail encroaching on the private property to the west, necessitating R/W acquisition or an easement, which could potentially add months to the project schedule, requiring a schedule extension.

From our field review and measurements at the Ford Street and Brush Street Road crossing, it appears that the existing rail signal/gates are not in conflict with the proposed trail. A minimum clear distance of 23 feet is needed to construct the proposed 10-foot-wide trail with 2-foot-wide shoulders and maintain a 9-foot offset from the centerline of the tracks. The clear distance at both locations is approximately 24 feet. The existing cantilever will remain.

Proposed alignment

Having completed the Preliminary Design, we will be able to quickly focus attention on the key issues and proceed confidently with the development of the proposed alignment. GHD and Alta will develop the design to meet or exceed rail-with-trail guidelines, paying close attention to details. For example, although rail-with-trail guidelines allow the trail to be set back a minimum of 8.5 feet from the centerline of the track, the offset should be increased to allow for the placement of trail signing. The concept for the project is to maintain a minimum of 9.0 feet from the centerline of the track. This allows signs to be adjacent to the trail while still staying outside of the required setback. Our intersection details will also be developed so that they are suitable for submission to the CPUC for changes to the at-grade crossings (GO88B Modification of an Existing Rail Crossing).

Environmental and Drainage Impacts: The proposed trail alignment was developed to minimize environmental impacts and disturbance of existing drainage patterns by locating it away from the edge of the R/W where many large trees are present, as well as to utilize existing drainage paths. The Phase 3 trail alignment is generally located downslope of the tracks, which is also the same general direction of drainage in the project area. Our site-specific drainage review indicates that drainage

improvements should be fairly straightforward to address during design.

The Phase 3 trail between Clara Avenue and Ford Street drain toward Orrs Creek, where there is an existing rail road trestle bridge, the proposed trail bridge will be adjacent to existing rail bridge. No stormwater infrastructure exists along the trail alignment that runs parallel to Mason Street, north of Clara Avenue. The proposed Bioswale #1 is located at the north terminus of Mason Street, which will treat and detain stormwater for this section of the trail. The Bioswale #1 will drain directly to Orrs Creek via sheet flow. The trail section between the proposed bridge and Ford Street will be placed to match the existing drainage patterns, flowing south toward Orrs Creek. The proposed Bioswale #2 is located along this section of the trail alignment, designed to collect stormwater from this section and drain to Orrs Creek utilizing a culvert to cross the trail and a flow spreader to at the top of the bank to disperse the stormwater evenly down the slope to the creek.

The trail section between Ford Street and Brush Street Generally slopes north toward Brush Street, where it currently sheet flows into the street and runs several hundred feet to an existing catch basin. As in Phase 2, an infiltration trench will be installed to provide treatment and storage for the 85th percentile storm event, any exceedance to this storm event will follow grade to Brush Street and drain to the existing catch basin.

We will use the new data collected during the topographic survey and continue the approach of avoiding impacts as much as practical. This will reduce the need for costly drainage improvements and reduce the potential for having to revisit the City's CEQA analysis. Where the drainage options in the project area are limited, we will seek to balance the runoff created by the construction of the trail with vegetated buffers to improve the infiltration adjacent to the trail to avoid any increase in the amount of runoff. The estimated area of disturbance of the project is anticipated to be less than one acre. We will seek to minimize the impacts where practical to keep the disturbance area less than one acre to help avoid having to develop a Stormwater Pollution Prevention Plan (SWPPP) and the rest of the NPDES stormwater regulatory requirements. The effort to prepare a SWPPP, if needed, is included in our proposal.

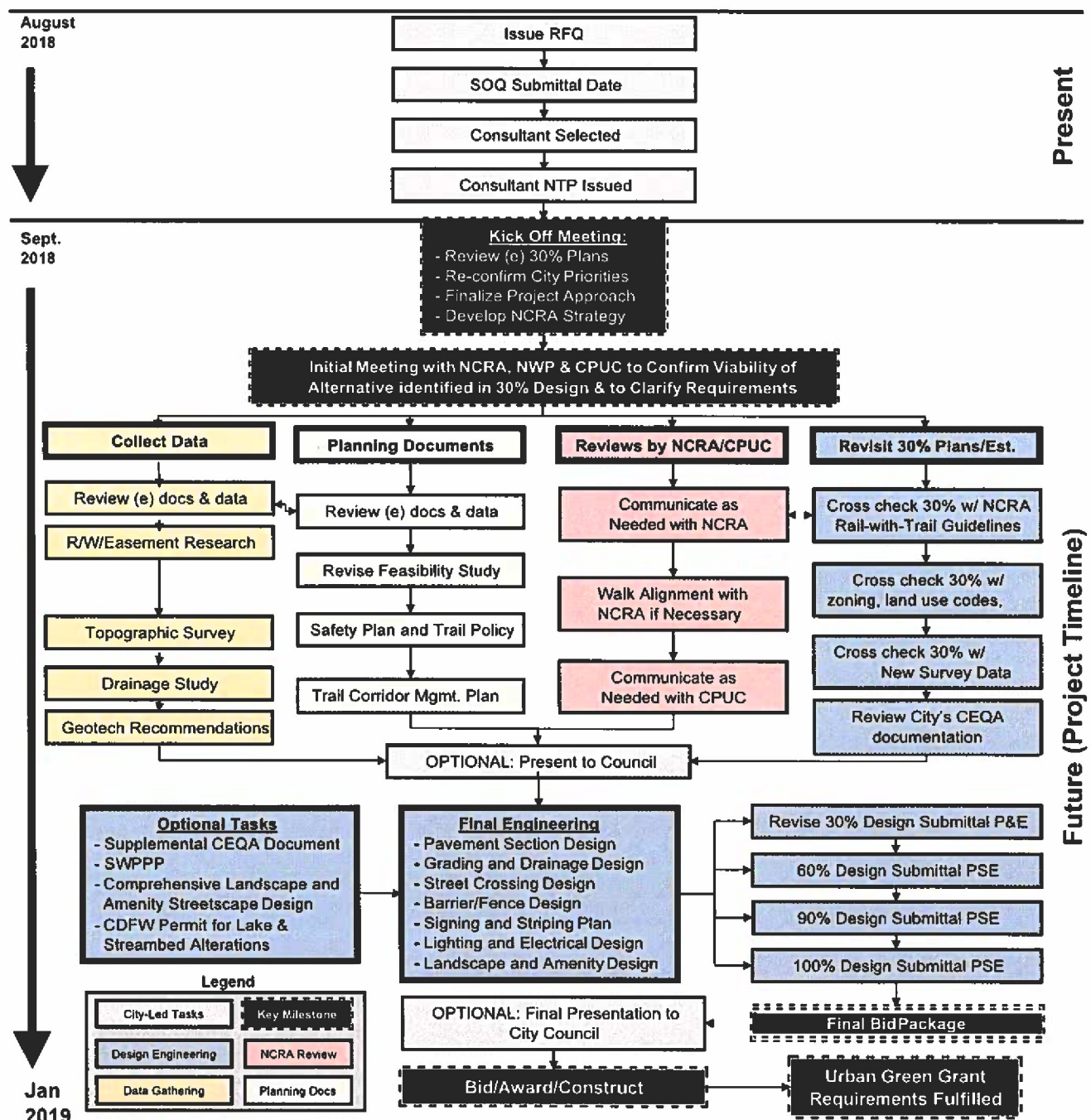
Orrs Creek: The Bridge over Orrs Creek is an important feature of the project, providing continuous connection from the south to the north. It will also provide a link for emergency response vehicles should the need arise. Confirming the existing ground elevation in the vicinity of the proposed bridge relative to the FEMA flood elevation

is critical to determining the amount of fill material required to establish the bridge deck above the flood elevation. This element of the project requires the issuance of a CDFW Lake and Streambed Alteration Agreement application, as is the case with the bridge crossing of Phase 2. This agreement is also required if the design substantially changes the creek bank. It the goal of the design to provide a flatbed railcar bridge that will span

from bank to bank without bank alternations. As part of the creek analysis, H&H, bank scour will estimated to assure the bridge foundation is properly placed.

A primary goal of our proposed approach is to quickly complete the topographic survey and address this potential issue as early as possible.

Figure 2.4. Proposed Phase 3 Scope



Phase 3 scope of work

The proposed scope of work to complete the planning and design of Phase 3 of the Northwestern Pacific Rail Trail project is described in the following tasks, as well as in Figure 2.3, which lays out a flowchart of our proposed scope. We welcome the City's review of the proposed scope and are open to discussing any changes which may better suit the project needs.

Task 1. Project management

GHD will be responsible for managing the coordinated effort of both GHD and Alta staff. This task includes the efforts required for GHD's Project Manager, with administrative assistance, to manage the project contract, coordinate team personnel and sub-consultants, maintain the project schedule, coordinate and perform quality assurance and quality control reviews, prepare invoicing, and attend field and deliverable review meetings.

GHD will organize and facilitate a kick-off meeting with the City, Alta, and other key members of the project team. The purpose of the kickoff meeting will be to:

- Discuss the project goals
- Discuss and refine the project's scope of work and schedule as needed
- Confirm roles and responsibilities
- Confirm the expectations of the City
- Confirm the schedule for project status meetings
- Confirm and request available background data.

Task 2. Review and evaluate existing documents and data

The GHD team will review and summarize existing data from the site visits, previous studies and plans, survey and record information, and relevant City planning documents. GHD will specifically review:

- Urban Greening Grant Application
- 2012 Mendocino County Rail with Trail Corridor Plan (prepared by GHD and Alta)
- NCRA Rail-with-Trail Guidelines
- License Agreement between the City and NCRA
- 1999 and 2015 Ukiah Bicycle and Pedestrian Master Plans (prepared by Alta)
- 2002 Ukiah NWP Rail Trail Feasibility Study (prepared by Alta)

GHD will also review other relevant zoning ordinances and General Plan policies, addressing data gaps with further field review and data collection from the City, NCRA, and local agencies, if necessary.

Specific items to be resolved for project context include:

- Adjacent land uses (both existing and future)
- Access points (vehicular and bike/pedestrian)
- Street crossing conditions/configurations
- Potential environmental impacts
- Future trail extension along Airport Road to the south

When authorized to proceed with the project, the GHD team will contact CDFW to determine if they will require the City to submit a permit application for a Section 1602 Streambed Alteration Agreement. If so, we have included an optional task to prepare the permit application and coordinate with CDFW.

Deliverables:

- No specific deliverables for this task; the results of this task will be reflected in other deliverables, below.

Assumptions:

- The City will provide access to relevant documents, GIS data, and other documents, as needed, to complete this task.

Task 3. Topographic survey and right of way determination

Right-of-way and easement research and review

The GHD team will complete research and review of City mapping and adjacent parcel boundaries, as well as of the NCRA R/W, to document the locations of the existing railroad R/W and City of Ukiah R/W, with the goal of designing the trail corridor improvements to be within either the railroad R/W or the City of Ukiah R/W. GHD is in receipt of the NCRA R/W mapping for the Phase 3 corridor, and has previously completed partial mapping of the R/W between Commerce Drive and Talmage Road for the Transportation Improvements for Redwood Business Park project.

Project control survey

The GHD team will establish project survey control and prepare R/W mapping for the project. Our surveyors, Richard Maddock and Brian Howard, will set horizontal and vertical control points for project mapping in accordance with City of Ukiah horizontal and vertical control requirements, which also entails locating monuments on streets adjacent to the railroad R/W, if practical. A "Survey Control Data Sheet"—which will be semi-permanent in nature so as to serve as project control during construction, or subsequent survey activities—will exhibit these survey control points.

Our surveyors will make field measurements using GPS and conventional survey methods on the same horizontal basis as the Transportation Improvements for Redwood Business Park project, which will allow the work to seamlessly be brought into the City's GIS system, which is based upon the California State Plane Coordinate System.

The horizontal datum will be based on the North American Datum 83 (NAD 83). The vertical datum will be based on the North American Vertical Datum of 1988 (NAVD 88), which is consistent with the most recent FEMA flood mapping in Ukiah. GHD will ensure that all surveying and mapping is in compliance with City of Ukiah standards, or with Caltrans standards when not otherwise specified by the City. All of the control can be located by GPS methods at one time.

Mobile LiDAR topographic mapping

The GHD team proposes mobile LiDAR topographic mapping that would cover the project site and immediate surrounding area.

GHD will set control using Global Positioning System (GPS) methods. GHD will map the project limits using a vehicle or pedestrian mounted mobile LiDAR system. A scalable point cloud of the project will be provided and georeferenced to the project datum. The LiDAR mapping will be suitable for compiling a topographic map with the following specifications:

- Finish mapping scale 1 inch = 20 feet
- Contours at 1-foot intervals

GHD will acquire data on all areas obstructed by tree cover or heavy vegetation via ground-based surveys. In addition to topography, the resultant map will show planimetric features such as roads, railroad tracks, crossing signals, buildings, fences, power poles, trees, brush, and other features according to standard practice. Accuracy will equal or exceed National Map Accuracy Standards for topographic maps compiled by mobile LiDAR methods.

Supplemental topographic field surveys

The mobile LiDAR mapping will be supplemented with ground-based topographic surveys in obstructed areas and at conforms, utility features, and drainage. GHD will provide field verifications of topographic features, such as trees, fences, etc. This survey will, at a minimum, include:

- Cross sections of the trail corridor and crossing streets at 25' intervals (surface data will be sufficient to create a Triangular Irregular Network [TIN] for Civil 3D design)

- Surface evidence of the storm drain system (ditches, culverts, catch basins, drop inlets with flow line elevations)
- Surface evidence of utilities
- Power poles, rail equipment, guy wires, and overhead lines
- Fencing and gates
- Street lights, signs, striping, pavement legends, and markings
- Mailboxes, driveway, and ramps
- Tree trunk locations and diameter

CAD file set-up and TIN

The GHD team will prepare computer files to include field control points, topographic surveys, utility data, property surveys, and preparation of the TIN used for three-dimensional calculations (i.e., earthwork, cross-sections, and profiles).

Vegetation/tree survey

Kristine Gaspar, GHD's environmental scientist, will oversee the identification of trees along critical segments of the NCRA R/W, compiling a description of the trees and identifying any potential constraints to the trail location created by trees. She will use a handheld GPS location device to map these vegetative resources as they are evaluated. The tree locations will be included in the base map.

Drainage Study

The GHD team will conduct field and office research to evaluate the drainage systems adjacent to the trail prior to beginning the mapping effort. Available drainage studies will be reviewed. Topographic mapping will include the structures and open ditch conveyances adjacent to the eastern side of the railroad. Runoff calculations for the 10-year design storm event will be performed and used to verify drainage system sizing. A brief, written drainage memorandum will summarize the constraints and recommendations for the drainage improvements necessary for the construction of the trail, including addressing flood zones and the Orrs Creek bridge crossing. The GHD team will use this drainage study to guide the design to address drainage needs.

Deliverables:

- Draft and Final Geotechnical Investigation Report
- Survey Control Base Map and Topographic Map in 2016 AutoCAD Civil 3D file format point files and the surface model (DTM)
- Drainage memorandum report summarizing existing drainage structures and their capacities where currently known, estimated design runoff, and

conveyances, including any identified drainage deficiencies; recommendations for the design of the drainage for the new trail facility will be included

Assumptions:

- No Record of Survey is required.
- All work will be within existing NCRA and City of Ukiah R/W and no additional property boundaries will be mapped except at roadway intersections.
- LID improvements are not required for the project.

Task 4. Geotechnical investigation and report

Limited geotechnical investigation

Based on a review of available geotechnical and geologic information, as well as past project geotechnical studies nearby, GHD understands the bridge site over Orrs Creek is underlain by Quaternary alluvium consisting of soft to stiff clay and silt to 15 to 20 feet. The silt and clay is likely underlain by medium dense sand and gravel. The site is in a region of high seismicity.

The objective of the GHD team's geotechnical investigation is to evaluate and understand the geology and geotechnical engineering properties of the site to provide geotechnical recommendations for foundation design, pavement design, retaining wall design, and earthwork. All work will be under the responsible charge of a Chris Trumbull, our team's licensed Geotechnical Engineer. Exploration will include up to four (4) borings drilled to depths of 10 to 50 feet in the pathway alignment (one at the south end of the trail segment, by Clara Avenue; one on either end of the bridge; one at the north end of the trail segment by Brush Street). Samples will be obtained for lithology development and laboratory testing. The borings will be drilled and backfilled with grout under the guidelines of the Mendocino County Environmental Health Department guidelines. GHD will facilitate laboratory testing for strength, corrosion, index, and pavement, as well as provide engineering analysis for soil compressibility, expansion, liquefaction, earthwork, foundations, retaining walls, and pavements. GHD will then summarize findings and conclusions in a design-level geotechnical investigation report, which will include characteristics of the soil and groundwater conditions, a plan showing boring locations, seismicity and geology, liquefaction potential, expansion potential, corrosivity, and lab test data. The report will also include recommendations for questionable soils (expansive, compressible, liquefiable), earthwork, trenches, foundation bearing and lateral capacities, settlement,

CBC seismic design values, and flexible pavement section thickness alternatives.

Assumptions:

- Access to the project site is provided to GHD for geotechnical exploration; encroachment permits or rights of entry are provided to GHD.
- Rail safety training or coordination is not required.
- Drill sites are accessible by a truck-mounted drill rig.
- Drill spoils may be left on site.

Task 5. Preliminary (30%) design

Our team is very familiar with the rail trail planning documents as well as the Phase 1 and 2 project plans and studies—after all, we helped prepare them. This material will be reviewed, and discussed again at the kick-off meeting to verify if anything has changed or if new information is available. Once the new survey base map has been completed, GHD will review the new mapping to confirm that the preliminary design does not conflict with any existing site features, including railroad infrastructure, environmental constraints, R/W, or mapped utilities.

GHD will collaborate with Alta to review the preliminary plans included with the ATP grant application. GHD and Alta will prepare a preliminary trail design to meet the requirements of the local codes, the NCRA Rail-with-Trail Guidelines, the License Agreement between the City and NCRA, and the intended design and use of the trail and surrounding lands. Once developed, the GHD team will submit the preliminary plans with a cover letter to the following entities for their review:

- City of Ukiah
- NCRA
- Utility companies

We will request that the City, the NCRA, and the utility companies provide summarized, written comments on the preliminary plans. An engineer's opinion of probable construction cost will also be prepared and submitted.

Following completion of the Preliminary Design, GHD will review the CEQA Categorical Exemption (CatEx) for the project in the context of the Preliminary Design. The GHD team will also review the CEQA code sections cited that were used to qualify the project as a CatEx. Based on past experience with similar projects, we have observed that the trail should have minimal environmental impacts. Therefore, it is the GHD team's assumption that the City's CatEx will be sufficient, and therefore we are not aware of any additional CEQA work that would be necessary. If additional CEQA efforts are needed, however, they cannot be quantified at this time.

If determined to be necessary, we proposed to develop a supplemental CEQA scope during Preliminary Design. GHD's recent experience with similar projects involving bridges over creeks indicates that the Orrs Creek pedestrian bridge may require regulatory environmental permits (CDFW Section 1602) depending on the specific improvements needed to construct the bridge and any associated fills required at or near the creek bank, or within the riparian corridor, to elevate the bridge deck above the FEMA flood elevation. This proposed scope includes effort in an optional task to complete and submit the Section 1602 Streambed Alteration Agreement permit and associated documentation.

Evaluate Bio Retention Facilities

The GHD/Alta team will analyze the site conditions to determine the sizing and location for green infrastructure improvements. This will include delineation of the drainage management areas based on the topographic survey, particularly for impervious areas that are supporting vehicle circulation and parking, as well the infiltration potential based on soil testing. Using this information and the required performance targets, the team will identify recommended sizing and locations for bioswales and rain gardens as part of the trail project.

The design of each green infrastructure facility will ensure capture of overland stormwater flows into the system, maintenance considerations for trash and debris through a forebay design, the selection of soils and plants to ensure infiltration and water quality performance, and appropriate sizing of the stormwater ponding area to manage runoff from a 1.0-inch rain event in a 24-hour period.

Hydrologic and Hydraulic Analysis

GHD will perform hydrologic and hydraulic (H&H) calculations on Orrs Creek to determine creek flow and potential for scour related to the new bridge foundation. GHD will use the latest available information from FEMA and will model Orrs Creek using the latest version of HEC-RAS modeling software developed by Army Corps of Engineers. The elevation of the bridge over Orrs Creek will be set such the underside of the bridge structure will be approximately 12-inches above the FEMA 100 Year flood elevation of 618 feet. The model will also account for debris flow, and if required the bridge will be set at an elevation greater than 12-inches above the flood elevation to account for the debris flow. GHD will prepare a memorandum with supporting calculations discussing the H&H model as well as the Bio Retention Design.

Preliminary Plans

The 30% concept level design plans will contain a conceptual level trail alignment, furnishings, and bio retention design.

- Bio retention facility design elements:
 - **Forebay and energy dissipation:** Pre-treatment area/green infrastructure sump that allows sediment and debris to drop before the stormwater enters the performance-based infiltration areas. Consideration for ease of maintenance is key here.
 - **Weir walls:** For linear systems, the team will locate weir walls to enhance areas for ponding.
 - **Low flow channel:** Identify narrow path for low flow channel and consider placement of vegetation and smaller stones for this narrow path through the larger rain garden.
 - **Overflow system:** When stormwater flows exceed the facility's design storm, there may be overflow from the system back onto the site. The design will consider how to minimize the impact of those flows returning to the site by spreading and properly directing any overflow.
 - **Inundation Zones:** The rain gardens will have full inundation and partial inundation zones that will be defined by their depth and the plant selections.
 - **Plant palette:** Drought tolerant and native plant will be identified for the full and partial inundation zones
 - **Bioretention Soils:** The soil mix placed in the rain gardens will meet requirements and ensure that water can infiltrate and plants can access nutrients.
- Trail alignment, furnishings and pocket parks:
 - Intersection designs at the intersections of Clara Avenue and Ford Street
 - Finalizing trail alignment and setbacks
 - Design of trail cross sections throughout project reach for each type of typical cross section
 - Location and typical details for fencing
 - Location and type of proposed bollards and barriers
 - Pocket park layout design, hardscape materials selection, site furnishings (benches, drinking fountains, waste receptacles, etc)
 - Coordination with North Coast Opportunities (NCO) to integrate their planting plan into pocket park layout and overall design
 - Coordination of landscape and site elements

- with trail lighting at intersections and along trail corridor
- Wayfinding and interpretive sign locations (content not to be developed in this plan set)

Deliverables:

- Preliminary Plans
- Cover letter and Request for Review of Updated Preliminary Plans
- Preliminary Opinion of Probable Construction Cost

Assumptions:

- There are no meetings associated with this task.

Task 6. Engineering design (60%, 90%, and final)

Once comments have been received by the City, NCRA, and utility companies for the 30% design submittal, the GHD team will proceed with the development of the 60% design.

Depending on the timing of these comments, GHD may request authorization to proceed with the 60% design sooner in order to meet the City's deadline for design completion.

The engineering design will take into account review comments received on the 30% design, which will be incorporated into the plans, technical specifications, and an opinion of probable construction cost. Submittals will be made to the City and NCRA for review at the 60% and 90% stages of completion. The final submittal will be the stamped and signed final bid documents for submission to DSA, NCRA, NWP, CPUC and California Natural Resources Agency for approval.

Engineering design will include:

- Trail alignment and setbacks
- Design of trail cross sections throughout the corridor for each type of typical cross section
- Pavement section design
- Intersection designs at the intersections of Talmage Road and Commerce Drive
- Location of trail amenities and amenity details to be included in the project
- Trail lighting at intersections as needed to comply with required safety lighting standards
- Grading and drainage
- Wayfinding and interpretive sign locations
- Location and typical details for fencing
- Location and type of proposed bollards and barriers
- Signing and striping
- Landscaping design

Construction plans

The project will be designed using English Standard units in AutoCAD Civil 3D at a scale of 1 inch = 20 feet depicting the preferred alignment. Electronic copies of the graphic files will be provided in PDF and/or AutoCAD format using GHD's AutoCAD standards, including project folder structures, layer names, line styles and font resources, color tables, etc.

GHD will develop the Construction Plans 22" x 34" sheets that allow 50% scaled reduction to 11" x 17" sheets. Design plans will include the title sheet, sheet index, notes/symbols and abbreviations, typical cross sections, civil site plan and profiles, demolition, site and grading plans for each intersection design, civil and typical details, lighting, signing and striping, landscaping, erosion control, and other sheets and details as necessary for a constructible project and to convey the design intent. All final plans will be stamped and signed by a California Licensed Professional Civil Engineer. Construction plans will be submitted to the City for review at the 60% and 90% stages. Review comments received will be addressed in the 90% and Final submittals.

Specifications

GHD will prepare technical specifications using the City's standard format for technical specifications (Sections 12 and 13 of the City boilerplate construction contract). The technical specifications will be developed and submitted to the City for review at the 60% and 90% stages. Review comments received will be addressed in the 90% and final 100% submittals.

Engineers Opinion of Probable Construction Cost: GHD will prepare the Engineer's Opinion of Probable Construction Costs using standard engineering estimate procedures for each design submittal (30%, 60%, 90%, and Final). Actual construction costs may vary due to availability of labor, equipment, materials, or market conditions. Applicable review comments received will be addressed in the 90% and final 100% submittals. An appropriate contingency and qualifications will be included with each estimate.

Permitting and agency coordination

The project is a state funded project through the Urban Greening Grant and will require Division of State Architects' (DSA) approval for accessibility along the trail corridor. GHD will coordinate and submit plans to DSA, as well as address any review comments. In addition to DSA, plan approval will be required by California Public Utilities Commission (CPUC) and the North Coast Railroad Association (NCRA). We will

submit and coordinate plan review and approval with these agencies. If a SWPPP is required, we can develop the SWPPP (optional task) utilizing the California State Water Resources Board SMARTS (Stormwater Multiple Application and Report Tracking System) web based interface. We have completed several recent projects on this web based interface for the City.

Deliverables:

- 60% Submittal will include five (5) hard copies of 11" x 17" plans, specifications, and opinion of probable construction costs, submitted with electronic PDF files
- 90% Submittal will include five (5) hard copies of 11" x 17" plans, specifications, and opinion of probable construction costs, submitted with electronic PDF files
- 100% Submittal will include the final plans, specifications, and opinion of probable construction costs ready for bidding purposes, submitted as PDF electronic files, AutoCAD electronic files of the plans, one (1) set of stamped and wet-signed 22" x 34" reproducible mylar plans, one (1) copy-ready set of specifications, 10 copies of 22" x 34" plans on bond, 10 copies of 11" x 17" plans on bond, and 10 copies of bound specifications

Assumptions:

- The City will provide an electronic copy (MS Word format) of their current front end contract requirements, technical specifications, and bid forms.
- The project is anticipated to disturb less than 1 acre, therefore a SWPPP is not needed. An optional task for SWPPP preparation is included should the disturbed area necessitate SWPPP compliance.
- The City will provide content and theme for interpretive signs; Alta will provide artwork.
- Landscaping will be minor and limited to areas near street crossings, based on the available budget. Related irrigation will be limited to drip irrigation, if necessary, at those locations.
- The lighting design assumes that the IPL Series manufactured by Firstlight Technologies will be used. This lighting standard is the same standard installed with the Phase 1 project. They are a solar-powered LED integrated architectural area light. Design will be provided to meet regulatory requirements. This scope of services assumes no electrical service is required.
- The trail design will conform to the following design standards where applicable:
 - FHWA/FRA "Best Practices" for Planning and Designing Rails-with-Trails

- AASHTO Guide for the Development of Bicycle Facilities
- California Manual on Uniform Traffic Control Devices
- Caltrans Chapter 1000: Planning and Designing Bicycle Facilities
- American with Disabilities Act

Task 7. California department of fish and wildlife permit application (optional)

GHD will prepare a CDFW Section 1602 Lake and Streambed Alteration Agreement application for the proposed Doolin Creek bridge crossing. The application package will include a clear project and impact description and appropriate figures indicating the site location and work to be performed. A biological resources evaluation will be a required component of the application. A GHD biologist will visit the site and prepare a basic biological resource study, identifying the habitat at the creek crossing as well as potential species that could occur at both the bridge crossing and within 100 feet of the footprint of the bridge. The work will be focused to the creek crossing, as that will be the subject of the 1602 application.

The study also will provide a recommendation as to replacement plantings for any riparian trees that would be removed. This scope of work accommodates one (1) site visit with CDFW.

However, the level of effort for additional follow-up work after submittal of the application is difficult to predict. This scope of work assumes not more than 20 hours of effort after submittal. In addition, it is not yet clear the extent of mitigation that may be required or if a mitigation monitoring plan would be necessary. Therefore a mitigation plan is not included in this scope of work. If the City requires assistance with follow-up information requests from the resource agencies, after submittal of the applications, or with a mitigation monitoring plan, an amendment to this scope of work can be provided.

Deliverables:

- CDFW permit application

Assumptions:

- The City will pay the permit application fee.
- No more than 20 hours of follow-up inquiries would be required once the application package is submitted to CDFW.
- No Mitigation and Monitoring Plan will be required,

- other than replacement of trees that are removed.
- No jurisdictional waters would be impacted and no impacts would occur below the ordinary high water mark of Doolin Creek. Therefore, a permit with the U.S. Army Corps of Engineers would not be required and a Regional Water Quality Control Board Section 401 would not be required.
- The entire length of the trail alignment is not subject to jurisdiction by CDFW and therefore does not need to be included in the biological resource study.
- The City has completed the CEQA process, paid the required filing fees, and has documentation to this effect.

Task 8. Project stormwater pollution prevention plan (SWPPP) (optional)

The GHD team (featuring three State of California Qualified SWPPP Developers) will prepare a site-specific risk assessment to determine risk level for the SWPPP. The risk level is a function of the erosive potential of the soil and receiving water body risk during periods of soil exposure. Risk level 2 will require sampling of stormwater for pH and sediment, and significantly more effort than a Risk level 1 site. Risk level 3 sites may require bioassessment studies of the receiving water

body, and active stormwater treatment systems. It is assumed the project will be a Risk level 2.

GHD will prepare the SWPPP document assuming the project is Risk level 2. The SWPPP will include site maps and water pollution control drawings, a Construction Site Visual Monitoring Program, a Sampling and Analysis Plan for non- visible pollutants, a Sampling and Analysis Plan for pH and sediment, a Construction Site Non Visible Pollutant Sampling Program, selection of appropriate BMPs for Erosion and Sediment Control and for Construction Site Management, and preparation of a partial water pollution control schedule (WPCS).

Other required documentation will be provided partially complete, such as the Rain Event Action Plan (REAP), site inspection forms, and contractor or material suppliers notification forms. This documentation would be finalized following project bid. The project SWPPP will include certifications for GHD's SWPPP Developer.

GHD will provide Notice of Intent (NOI) information suitable to initiate the waste discharge permit process using the State's Stormwater Multiple Application and Report Tracking System (SMARTS). GHD will also provide assistance during the initial use of the SMARTS system via phone or email.

Deliverables:

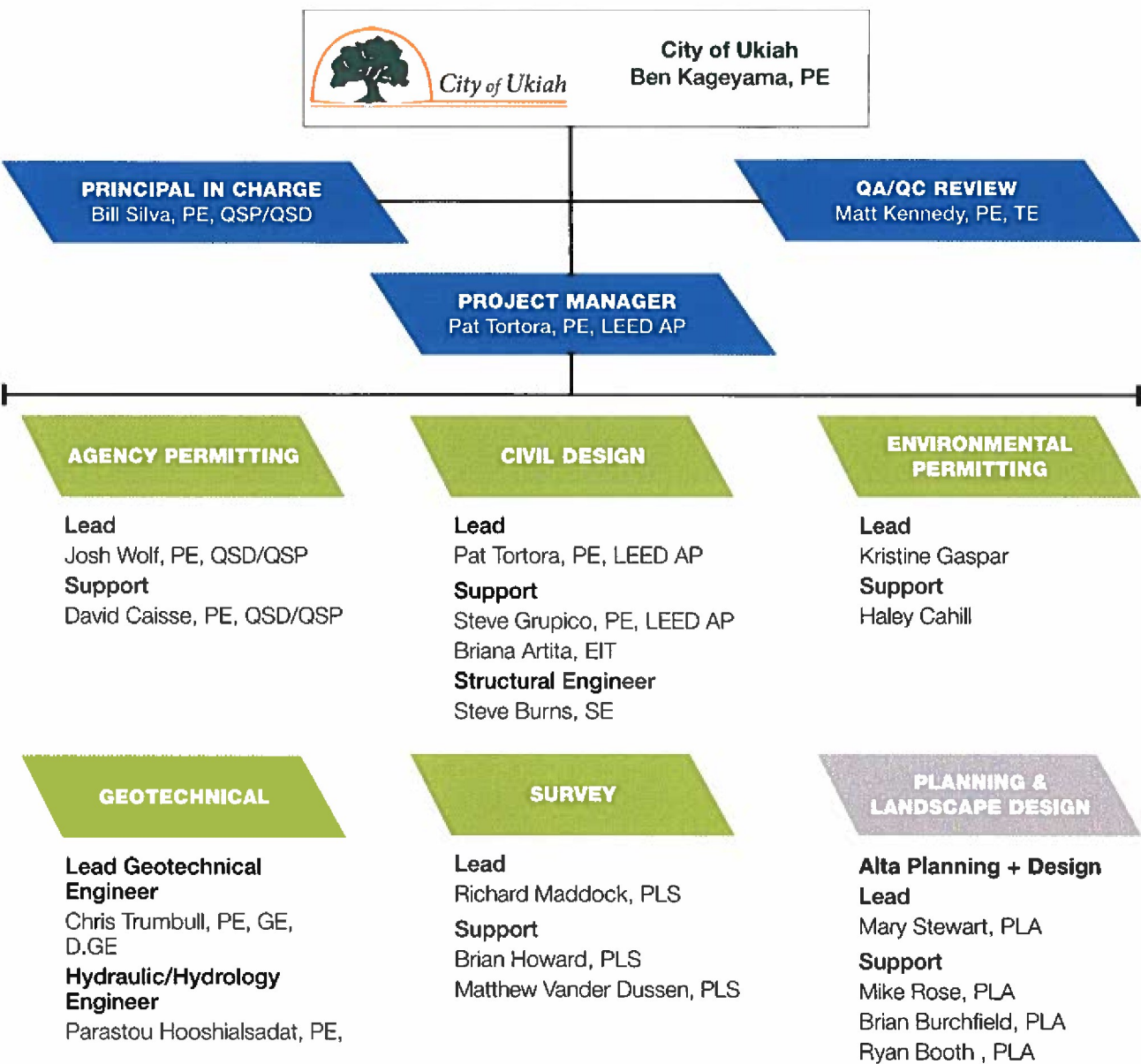
- SWPPP document in electronic PDF format



Figure 2.4. Rendering of trail segment and new pedestrian bridge crossing Orr Creek looking south from Ford Street toward Clara Avenue

[illegible]

Organization chart



Key

- GHD Team Leadership
- GHD Team Members
- Subconsultant

230+

Combined years' experience
of our key personnel

REQUEST FOR PROPOSAL
NORTHWESTERN PACIFIC RAIL TRAIL PHASE 3
AUGUST 1, 2018

GENERAL INFORMATION/PROJECT LOCATION

The City of Ukiah has a population of 16,075 people and is located approximately 115 miles north of San Francisco, CA on the US Highway 101 corridor. Ukiah is also the retail, government, and medical service hub to an area reaching a 50-mile radius and experiences a daytime service population exceeding 35,000 people. The Northwestern Pacific (NWP) rail corridor runs north-south through the eastern area of the City of Ukiah, approximately two city blocks west of US Highway 101.

The proposed Northwestern Pacific (NWP) Rail Trail Phase 3 begins at Clara Avenue and ends at Brush Street, with a total length of approximately ¼ mile. This project connects to the north end of the existing Phase 1 trail at Clara Avenue. (see location map, Attachment "A"). Note that improvement plans are separately being completed for Phase 2, which is the trail extension south of Phase 1, and is not a part of this scope of work.

The Rail Trail is intended to serve as a multi-use trail for bicyclists and pedestrians (providing ADA accessibility), and will consist of a ten-foot wide paved path with 2-foot wide graded shoulders on each side of the pavement in accordance with Caltrans Standards for a Class I Bikeway. The project is to include security lighting and a barrier fence between the trail and the railroad tracks, meeting the requirements of the North Coast Railroad Authority (NCRA). Street crossings will be required at Clara Avenue and Ford Street. An estimated 70-foot span steel bridge will be required over Orr Creek. Two bio-retention areas shall be designed to collect and treat run-off from nearby pavement adjacent to the trail, and incorporated into mini "pocket parks." The trail will generally be located as close to the edge of the NCRA right-of-way as possible while allowing for a drainage swale. A Notice of CEQA Exemption, categorical exemption Section 15304 Class 4 (see Attachment "B"), was prepared for the project in May 2016. Conceptual plans for the NWP Rail Trail Phase 3 are included (see Attachment "C"). Improvement plans for the Phase 1 and Phase 2 projects may be viewed upon request.

The City of Ukiah is requesting proposals from qualified firms for completing the design of the NWP Rail Trail Phase 3. Inspection and construction contract administration are not part of this request for proposal.

The NWP Rail Trail Phase 3 project will be State funded by an Urban Greening Program grant administered through the California Natural Resources Agency. Consultants and Sub-consultants are responsible for complying with State and specific contract requirements, and are subject to financial review and audit. There are no DBE goals for this project, however, DBE participation is encouraged. Landscaping and landscape design for the project will be provided through volunteer efforts as outlined in the grant application and agreement, coordinated through North Coast Opportunities (NCO).

SCOPE OF SERVICES

The scope of services of this project is to complete the design of the NWP Rail Trail Phase 3. The Consultant shall be familiar with the NCRA's Rails with Trails Project Guidelines, which may be viewed on NCRA's website at: http://www.northcoastrailroad.org/Acrobat/Trail_Guidelines_8-5-09.pdf. A feasibility study and safety plan has been prepared for the project and may be viewed upon request. The Rail Trail design and construction bid packet shall include improvement plans, specifications, estimate, and any necessary permits and approvals. The Consultant's proposal shall include, but not be limited to, the following:

- Coordinate a pre-project kick-off meeting.
- Review and evaluate existing documents and data.
- Perform a topographic survey, determine location of street and railroad rights-of-way and easements,

determine existing drainage patterns, facilities, and flood zones, determine tributary areas for the proposed bioretention swales, identify and locate existing street and railroad improvements and utilities, perform existing tree and vegetation survey, identify and locate any other pertinent natural and man-made features, and constraints. Set horizontal and vertical control points as needed for future construction.

- Evaluate feasibility of bio-retention swale concept plan, examine possible alternatives, and make recommendations to the City.
- Submit Preliminary Plans and cost estimate to the City and NCRA for review and comment at the 30% stage. (including all proposed features, amenities, crossing details, barriers, and lighting). Based on comments received, finalize the Preliminary Plan and cost estimate to the satisfaction of the City of Ukiah and NCRA.
- Provide assistance to the City resulting in obtaining an Encroachment Permit from NCRA for the proposed trail. The Consultant shall also complete all necessary work to obtain approvals from the California Public Utilities Commission (for crosswalk improvements affecting at-grade crossings), Division of the State Architect office (for ADA compliance), and California Department of Fish and Wildlife. If required, permits shall be obtained from Army Corps of Engineers and Regional Water Quality Control Board for the bridge.
- Upon completion of the 30% design phase, review CEQA documentation completed for the project, make recommendations, and if directed by the City, prepare any necessary additional CEQA documentation. Proposal shall provide optional cost for CEQA document preparation.
- After approval of the 30% design phase by the City and NCRA, Consultant shall begin final design of the Rail Trail. Scope of work shall include, but not be limited to, the following: pavement section design, including geotechnical investigation as required; grading and drainage plan and drainage report; design of bio-retention areas; design of street crossings; barrier/fence design; signing and striping plan; lighting plan and electrical plan; erosion and sediment control plan; trail amenity details; and all components of the approved Preliminary Plan.
 - Rail Trail design shall meet Caltrans Standards for a Class I bikeway. The proposed trail shall be designed to support and accommodate access for emergency, security, and maintenance vehicles.
 - The crossing of Orr Creek is anticipated to consist of an approximately 70-foot span prefabricated steel bridge. Plans shall provide all necessary bridge details and specifications.
 - Where existing trees are potentially impacted by the proposed design, an arborist or other qualified expert may be required to evaluate those impacts and provide recommendations.
 - NCO Project Manager to develop landscaping design, with landscaping work to be performed by volunteers. Consultant to coordinate with NCO Project Manager to ensure proper consideration of landscaping in the trail design.
 - Bio-retention areas are intended to be landscaped rain gardens and incorporated into mini "pocket parks" with benches, trash receptacles, and interpretive signs. Plans shall include all pocket park amenities and hardscaping. Consultant to coordinate with NCO Project Manager to integrate planting plan into pocket park layout and overall design.
 - Design shall incorporate best management practices for stormwater run-off, as practicable.
 - Trail lighting is planned to utilize solar powered units, however, wired lighting may also be considered especially if required in shaded areas.
- Submit design plans, specifications and cost estimate to the City and the California Natural Resource Agency for review and comment at the 60%, and 90% stage.
- Prepare a Storm Water Pollution Prevention Plan (SWPPP) for submission to the North Coast Regional Water Quality Control Board for the purpose of obtaining coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity, if the disturbed area of the project is

over one acre. Proposal shall provide optional cost for preparation of SWPPP.

- Receive comments and prepare final plans, specifications and cost estimate for bid purposes. Provide one set of reproducible mylar plans and one copy-ready set of specifications; 10 copies of plans, both reduced and full sized, and 10 copies of bound specifications; and electronic copies of the final bid package, with plans in both PDF and AutoCAD formats.

EXISTING DOCUMENTS

- NWP Rail Trail Phase 3 Urban Greening Grant Application
- NWP Rail Trail Phase 3 Urban Greening Grant Agreement
- NWP Rail Trail Phase 2 Draft Improvement Plans
- NWP Rail Trail Phase 1 Improvement Plans, Feasibility Study, and Corridor Management Plan
- MCOG Rails with Trails Corridor Plan, including preliminary engineering and other elements, Alta Planning & Design, May 2012 (http://www.mendocinocog.org/reports_projects-RailTrail.shtml)
- NCRA Trail Guidelines (http://www.northcoastrailroad.org/Acrobat/Trail_Guidelines_8-5-09.pdf)
- Project Feasibility Study Ukiah NWP Rail Trail, prepared by Alta Planning & Design, November 2002
- City of Ukiah Bicycle and Pedestrian Master Plan, approved by City Council April 2016
- Mendocino County Regional Bikeway Plan, prepared by Dow & Associates, June 2006
- City of Ukiah Citywide Circulation Study, Omni Means, February 2007
- NWP Railroad right-of-way maps
- 2000 and 2002 STIP Railroad Crossing Rehabilitation Project improvement plans

SCHEDULE

Anticipated completion date, task, and time to complete task:

- 8/1/2018 Issue Consultant Request for Proposal
- 8/28/2018 Proposals due (approx. 4 weeks)
- 9/5/2018 City Council Award Consultant Contract (approx. 1 weeks)
- 9/13/2018 Kick-off meeting (approx. 1 week)
- 10/18/2018 Submit draft Conceptual Plan (30%), Feasibility Study, and Trail Corridor Management Plan (approx. 5 weeks)
- 11/15/2018 Submit draft (60%) improvement plans, specifications & estimate (PS&E) (approx. 4 weeks)
- 12/13/2018 Submit draft (90%) PS&E (approx. 4 weeks)
- 1/3/2018 Submit final PS&E (approx. 3 weeks)

The above scope of services and schedule does not preclude the Consultant, based on his or her project understanding and experience, from developing and proposing an alternative approach and schedule for achieving the City's goal of a timely and successful project completion.

CONSULTANT'S PROPOSAL

Proposals shall be labeled "Northwestern Pacific Rail Trail Phase 3". Proposals shall be submitted to:

Ben Kageyama, Senior Civil Engineer
City of Ukiah
Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482-5400

Five (5) copies of the PROPOSAL plus one electronic copy is required. Proposals must be received prior to noon, August 28, 2018.



ATTACHMENT "B"

August 28, 2018

City of Ukiah
Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482-5400
Attn: Ben Kageyama, Senior Civil Engineer

RE: Fee Proposal for Northwestern Pacific Rail Trail Phase 3 – Specification No. 18-04

Dear Mr. Kageyama:

Thank you for the opportunity to propose our team's qualifications to provide design services. Enclosed please find our team's associated fee schedules for your consideration. GHD will perform these services on a Time and Materials Basis with a not to exceed amount of \$329,413.

We welcome the opportunity to review our approach and other assumptions with you and are confident that we can come to a mutually beneficial agreement. As noted, GHD and our entire team are excited for the opportunity to help deliver this important projects and look forward to working with you. If you have any questions about our qualifications or fees, please contact me at (707) 484-8236.

Sincerely,
GHD

A handwritten signature in blue ink, appearing to read "W. Silva", with a stylized flourish extending to the right.

William Silva, PE, QSD, Senior Project Manager
(707) 484-8236 | bill.silva@ghd.com | (business address below)



2018-19 US West Fee Schedule

Principals: \$210.00 - \$265.00

Associates: \$175.00 - \$245.00

Specialist: \$200.00 - \$250.00

Engineers:

- ♦ Level A \$115.00 - \$125.00
- ♦ Level B \$130.00 - \$140.00
- ♦ Level C \$145.00 - \$155.00
- ♦ Level D \$160.00 - \$185.00
- ♦ Level E \$190.00 - \$220.00
- ♦ Level F \$225.00 - \$245.00

Geologists/Hydrogeologists:

- ♦ Level A \$125.00
- ♦ Level B \$135.00

- ♦ Level C \$145.00 - \$170.00
- ♦ Level D \$175.00 - \$185.00
- ♦ Level E \$195.00 - \$205.00
- ♦ Level F \$210.00 - \$230.00

Environmental Chemists/Scientists/Planners:

- ♦ Level A \$100.00 - \$130.00
- ♦ Level B \$115.00 - \$145.00
- ♦ Level C \$130.00 - \$155.00
- ♦ Level D \$140.00 - \$175.00
- ♦ Level E \$165.00 - \$195.00
- ♦ Level F \$195.00 - \$215.00

Industrial Hygienists/Safety Professionals:

- ♦ Level A \$120.00
- ♦ Level B \$130.00
- ♦ Level C \$140.00 - \$155.00
- ♦ Level D \$165.00 - \$175.00
- ♦ Level E \$190.00 - \$200.00
- ♦ Level F \$225.00 - \$235.00

Information Technologists:

- ♦ Level A \$125.00
- ♦ Level B \$135.00
- ♦ Level C \$150.00 - \$160.00
- ♦ Level D \$170.00 - \$180.00
- ♦ Level E \$195.00 - \$205.00
- ♦ Level F \$225.00 - \$235.00

Database Analysts:

- ♦ Level A \$105.00
- ♦ Level B \$120.00
- ♦ Level C \$135.00 - \$155.00
- ♦ Level D \$170.00 - \$190.00
- ♦ Level E \$205.00 - \$215.00
- ♦ Level F \$220.00 - \$240.00

Technicians/Technologists:

- ♦ Level A \$85.00
- ♦ Level B \$100.00 - \$110.00
- ♦ Level C \$110.00 - \$120.00
- ♦ Level D \$125.00 - \$140.00
- ♦ Level E \$145.00 - \$160.00
- ♦ Level F \$180.00 - \$190.00

Draft/CADD:

- ♦ Level A \$75.00 - \$80.00
- ♦ Level B \$90.00
- ♦ Level C \$95.00 - \$100.00
- ♦ Level D \$115.00 - \$125.00
- ♦ Level E \$130.00 - \$160.00
- ♦ Level F \$135.00 - \$170.00

Technical Apprentices: \$87.00 - \$98.00

Administrative Support: \$70.00

May 20, 2018
Range Fee Schedule



Fee Schedule

2018-2019 USA West Fee Schedule

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

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

- A. Office consumables: \$6.00/hr
- B. Environmental Dept/Construction Inspector consumables: \$11.00/hr
- C. Survey Field consumables: \$15.00/hr
- D. Various Environmental, Construction and Land Surveying equipment: At market B. C. D.

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

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



Alta Planning + Design, Inc.

Billing Rates - 2018

Labor Category	Rate General Classifications
Labor Category 1a	\$325 Senior Principal
Labor Category 1b	\$272 Principal
Labor Category 1c	\$247 Principal
Labor Category 2	\$220 Principal
Labor Category 3	\$205 Principal, Senior Associate
Labor Category 4	\$185 Principal, Senior Associate
Labor Category 5	\$180 Principal, Senior Associate
Labor Category 6	\$175 Principal, Senior Associate
Labor Category 7	\$170 Principal, Senior Associate
Labor Category 8	\$163 Senior Associate, Associate
Labor Category 9	\$155 Senior Associate, Associate
Labor Category 10	\$150 Senior Associate, Associate
Labor Category 11	\$142 Associate, Senior
Labor Category 12	\$137 Associate, Senior
Labor Category 13	\$129 Associate, Senior
Labor Category 14	\$115 Senior, Level I
Labor Category 15	\$106 Senior, Level I
Labor Category 16	\$98 Level I, Level II
Labor Category 17	\$88 Level I, Level II
Labor Category 18	\$74 Administration
Labor Category 19	\$67 Intern

Rates are presented in US Dollars (US\$) and are subject to change at any time.

Subconsultants and reimbursable expenses will be charged at cost + 10% markup.

Mileage will be charged at the provisional standard rate.

In-house reproductions will be charged as follows:

Color copies	\$0.65/ page
Black and white copies	\$0.20/page
24" x 36" large format plot	\$17.50/sheet
36" x 48" large format plot	\$32.50/sheet

FEE PROPOSAL

PROJECT NAME: City of Ukiah Northwestern Pacific Rail Trail Phase 3
PROJECT NUMBER: 11161231
Date: 8/24/2018

LABOR COSTS

Employee→	Silva	Tortora	Grupice	Hooshalsadat	Artita	Burns	Varies	Maddock	Howard	2-man Crew
Role→	Principal	Proj. Mgr.	Civil Engineer	Storm Engr.	Civil Design	Structural Engr.	Structural Designer	Land Surveyor	Mgr.	Field Crew
Rate→	\$285.00	\$190.00	\$185.00	\$160.00	\$145.00	\$235.00	\$155.00	\$165.00	\$180.00	\$330.00
Task 1: Project Management										
Task 1.1: Project Management	12	70				4		4	6	
Task 1.2: Kick-Off Meeting		8								
Airfare										
Lodging (per Diem \$200/person/day)										
Rental Car and Gas										
Task 2: Review and Evaluate Existing Docs/Data										
Task 2.2: Identify and Acquire Existing Docs/Data		2			6					
Task 2.3: Review and Evaluate Existing Docs/Data		2			6					
Task 3: Topographic Survey Research (Record Drawings/Control)										
Task 3.1: Topographic Survey Research (Record Drawings/Control)								2	4	
Task 3.2: Topographic Survey Field Work									2	24
Task 3.3: Topographic survey Mapping		2						2	4	
Task 3.4: Right-of-Way and Easement Research									2	
Task 3.5: Right-of-Way Field Survey								2		8
Task 3.6: Right-of-Way Resolution									8	
Task 3.7: Right-of-Way Mapping		2						2	4	
Task 3.8: Drainage Study		2	12		20			2	4	
Equipment Rental										
Lodging (per Diem \$200/person/day)										
Meals (\$50/person/day)										
Mileage										
Task 4: Investigation, Analysis and Report										
Task 4.1: Investigation, Analysis and Report										
Task 4.2: Laboratory and testing										
Dining										
Laboratory										
Lodging (per Diem \$200/person/day)										
Mileage										
Task 5: Evaluate Bio-Retention facilities										
Task 5.1: Evaluate Bio-Retention facilities		4	8							
Task 5.2: Hydrologic and Hydraulic Analysis and Design		2		32						
Task 5.3: 30% Plans	2	8	12		40	8	12			
Task 5.4: 30% Estimate of Probable Cost		8			16	2				
Task 5.5: Submit 30% Design to City and NCRA		2								
Task 5.6: 30% Design Review Meeting		4								
reproduction and copies										
Airfare										
Lodging (per Diem \$200/person/day)										
Rental Car and Gas										
Task 6: 60% Plans										
Task 6.1: 60% Plans	2	8	50		120	16	12			
Task 6.2: 60% Specifications		8	24			4				
Task 6.3: 60% Estimate of Probable Cost		2	4		12	2				
Task 6.4: Submit 60% PS&E to City, NCRA and CNRA		4								
Task 6.5: 60% Design Review Meeting		4								
reproduction and copies										
Airfare										
Lodging (per Diem \$200/person/day)										
Rental Car and Gas										
Task 6: 90% Plans										
Task 6.6: 90% Plans	2	8	40		100	12	12			
Task 6.7: 90% Specifications		4	24			4				
Task 6.8: 90% Estimate of Probable Cost		2	8		12	2				
Task 6.9: Permitting Coordination with City, DSA, NCRA and CNRA		12								
Task 6.10: Submit 90% PS&E to City, DSA, NCRA and CNRA		4								
Task 6.11: 90% Design Review Meeting		4								
reproduction and copies										
Airfare										
Lodging (per Diem \$200/person/day)										
Rental Car and Gas										
Task 6: Final Plans										
Task 6.12: Final Plans	2	8	32		90	8	8			
Task 6.13: Final Specifications		4	16			2				
Task 6.14: Final Estimate of Probable Cost		2	8		12	2				
Task 6.15: Submit Final PS&E to City, DSA, NCRA and CNRA		6								
reproduction, copies and mylars										
Airfare										
Lodging (per Diem \$200/person/day)										
Rental Car and Gas										
Task 7: Initial Site Visit and Data Collection										
Task 7.1: Initial Site Visit and Data Collection										
Task 7.2: Biological Resources Report										
Task 7.3: Prepare SAA Application (CDFW Mtg) & RWCOB Waiver	4	8								
Task 7.4: Post Submittal Follow-up	2	2								
Mileage										
Task 8: SWPPP										
Task 8.1: SWPPP		2	2		24					
TOTAL HOURS	28	208	240	32	458	68	44	14	34	32
SUBTOTAL FEE	\$8,890	\$39,520	\$44,400	\$5,120	\$66,410	\$15,510	\$6,820	\$2,310	\$6,120	\$10,560
0% MARKUP ON SUBS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
TOTAL FEE	\$8,890	\$39,520	\$44,400	\$5,120	\$66,410	\$15,510	\$6,820	\$2,310	\$6,120	\$10,560

The fee presented above is an estimate. We welcome the opportunity to discuss the proposed scope and fee and we are open to negotiating any changes the City feels would better suit the project needs.



Personnel												Travel		Equipment		Miscellaneous	
Personnel	Bohannon	Gaspar	Cahill	Nedolski	Varies	Trumbull	Quintall	Mebratoom	Varies	Wolf	Kennedy	Hours	Fee	Air Fair, Lodging, meals, and rental car	Alta Planning + design		
Survey	Survey Tech	Enviro. Planner	Enviro. Planner	Biologist	Graphics	Sr. Geo. Engr	Geo. Engr	Geo. Support	Admin	Agency Permitting	QA/QC						
145.00	\$100.00	\$155.00	\$125.00	\$145.00	\$145.00	\$200.00	\$185.00	\$120.00	\$75.00	\$185.00	\$215.00						
						4			12		12	124	\$23,440	\$0	\$1,578	\$25,018	
												8	\$1,520	\$0	\$2,353	\$3,873	
												0	\$0	\$300	\$0	\$300	
												0	\$0	\$200	\$0	\$200	
												0	\$0	\$120	\$0	\$120	
												8	\$1,250	\$0	\$315	\$1,565	
												8	\$1,250	\$0	\$315	\$1,565	
4												10	\$1,630	\$0	\$0	\$1,630	
4												30	\$8,880	\$0	\$0	\$8,880	
4	32											44	\$5,210	\$0	\$0	\$5,210	
4												6	\$940	\$0	\$0	\$940	
4												14	\$3,550	\$0	\$0	\$3,550	
												8	\$1,440	\$0	\$0	\$1,440	
4	8											20	\$2,810	\$0	\$0	\$2,810	
4	8											52	\$7,930	\$0	\$0	\$7,930	
												0	\$0	\$2,000	\$0	\$2,000	
												0	\$0	\$800	\$0	\$800	
												0	\$0	\$500	\$0	\$500	
												0	\$0	\$1,200	\$0	\$1,200	
						18	38	28	4			84	\$13,520	\$0	\$0	\$13,520	
						2	2					4	\$770	\$0	\$0	\$770	
												0	\$0	\$5,000	\$0	\$5,000	
												0	\$0	\$1,000	\$0	\$1,000	
												0	\$0	\$200	\$0	\$200	
												0	\$0	\$350	\$0	\$350	
												2	\$2,670	\$0	\$3,382	\$6,052	
												2	\$5,930	\$0	\$0	\$5,930	
						4						88	\$15,040	\$0	\$3,858	\$18,898	
												1	\$4,525	\$0	\$1,888	\$6,393	
												2	\$380	\$0	\$830	\$1,010	
												4	\$760	\$0	\$830	\$1,390	
												0	\$0	\$375	\$0	\$375	
												0	\$0	\$300	\$0	\$300	
												0	\$0	\$200	\$0	\$200	
												0	\$0	\$120	\$0	\$120	
						4	4				4	220	\$36,720	\$0	\$7,214	\$43,934	
						4	4		4		2	50	\$9,170	\$0	\$2,283	\$11,453	
											2	22	\$3,780	\$0	\$2,103	\$5,883	
												4	\$760	\$0	\$888	\$1,626	
												4	\$760	\$0	\$975	\$1,735	
												0	\$0	\$375	\$0	\$375	
												0	\$0	\$300	\$0	\$300	
												0	\$0	\$200	\$0	\$200	
												0	\$0	\$120	\$0	\$120	
						2	2				4	182	\$30,280	\$0	\$4,580	\$34,840	
						2	2		8		2	44	\$7,790	\$0	\$1,732	\$9,522	
												2	28	\$4,500	\$0	\$1,888	\$6,388
												2	14	\$2,710	\$0	\$0	\$2,710
										24		28	\$5,200	\$0	\$888	\$6,088	
												4	\$760	\$0	\$830	\$1,390	
												0	\$0	\$375	\$0	\$375	
												0	\$0	\$300	\$0	\$300	
												0	\$0	\$200	\$0	\$200	
												0	\$0	\$120	\$0	\$120	
						2	2				2	154	\$25,340	\$0	\$4,580	\$29,920	
						2	2		8		2	34	\$5,840	\$0	\$1,417	\$7,257	
											2	26	\$4,500	\$0	\$1,888	\$6,388	
										8		14	\$2,820	\$0	\$888	\$3,486	
												0	\$0	\$1,000	\$0	\$1,000	
												0	\$0	\$300	\$0	\$300	
												0	\$0	\$200	\$0	\$200	
												0	\$0	\$120	\$0	\$120	
		8	10	2								20	\$2,780	\$0	\$0	\$2,780	
			24	4	8							38	\$4,740	\$0	\$0	\$4,740	
		24	8	2	4							50	\$8,170	\$0	\$0	\$8,170	
		10										14	\$2,480	\$0	\$0	\$2,480	
												0	\$0	\$70	\$0	\$70	
28	48	42	42	8	12	42	54	28	32	32	43	28	\$4,230	\$0	\$0	\$4,230	
\$4,080	\$4,800	\$6,510	\$5,250	\$1,160	\$1,740	\$8,400	\$9,980	\$3,360	\$2,400	\$5,820	\$9,245						
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA						
\$4,080	\$4,800	\$6,510	\$5,250	\$1,160	\$1,740	\$8,400	\$9,980	\$3,360	\$2,400	\$5,820	\$9,245	1585	\$266,495	\$16,345	\$48,573	\$329,413	



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
09/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr></thead><tbody><tr><td>INSURER A: Allied World Assurance Company US Inc</td><td>19489</td></tr><tr><td>INSURER B: Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER C: Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Allied World Assurance Company US Inc	19489	INSURER B: Zurich American Insurance Company	16535	INSURER C: Lexington Insurance Company	19437	INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Zurich American Insurance Company	16535														
INSURER C: Lexington Insurance Company	19437														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W7427736**REVISION NUMBER:**

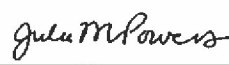
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			0310-4497	12/01/2017	12/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☒ COLL Ded: 500 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ Comp Ded: 250			BAP 3757423-03	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damag \$ 100000
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC 0380936-03	07/01/2018	07/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			031710989	12/01/2017	12/01/2018	Each Claim: \$2,000,000 Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Northwestern Pacific Rail Trail Phase 3.

The City, its officers, officials, employees, and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability where required by contract or agreement.
Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation where required by written contract, agreement or permit where permissible by law or statute.

CERTIFICATE HOLDER**CANCELLATION**

City of Ukiah 300 Seminary Avenue Ukiah, CA 95482	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Where required by written contract
--

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

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Where required by written contract
Location And Description of Completed Operations: Where required by written contract
Additional Premium: N/A

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

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP 3757423-03	7/1/2018	7/1/2019	7/1/2018		---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
 - b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
 - c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
 - d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No: WC 0380936-03

Endorsement No.

Insured: GHD Inc.

Premium \$

Insurance Company: Zurich American Insurance Company

Countersigned By

Wighton Thomas

WC 00 03 13

(Ed. 4-84)

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AGENDA SUMMARY REPORT

SUBJECT: Consideration and Possible Adoption of a Resolution Amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department; and Consideration of Community Development Department Request to Change from an Annual Fee Review to a Comprehensive Five-Year Fee Review with Annual Status Reports (*Continued Public Hearing from 12/18/19*).

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

ATTACHMENTS:

1. CDD Building Division- Inspections and Permits History
2. CDD Building Division- General Fund Impact Financial Analysis
3. CDD Building Division- Existing and Proposed Fees
4. CDD Planning Division- Jurisdiction Fee Comparisons
5. CDD Planning Division- Existing and Proposed Fee Modifications
6. Resolution- CDD Planning and Building Fees

Summary: Council will consider adoption of a resolution amending the fee schedule of the Planning and Building Divisions of the Community Development Department. Council will also consider the Department's request to change the fee review schedule to a Comprehensive Five-Year Review with annual status reports.

Background: The Community Development Department consists of three Divisions- Planning, Building, and Housing. Fees for building and mechanical, electrical, and plumbing (MEP) permit application fees fund a portion of the expenses of the Building Division, and fees in the form of discretionary permit application fees fund a portion of the expenses of the Planning Division. The Housing Division is funded by administrative and direct delivery allocations associated with federal, state, and local funding sources and related activities the Division administers. At the current time, and in anticipation of new federal and State grants becoming available in early 2020, Planning Division staff are being cross-trained in Housing responsibilities.

This focus on a fully integrated Department with enhanced service delivery was first outlined in a restructuring proposal to the Council, which Council approved, in December 2017. Envisioned in this Department restructure was to improve the customer service experience, adding a Building Inspector in the Building Division and an Associate Planner, cross-trained in both Planning and Housing services, in the Planning Division. Prior to 2017, the Department's fees were last comprehensively updated in June 2016 (It should be noted, however, that the Building Division fees were not adjusted in the 2016 update.).

To provide funding for implementation of this proposal related to the Building Division, at the December 20, 2017 Council meeting, Staff proposed an increase to the minimum building permit fee, which along with other fees in the Building Division, had not been adjusted since 2003. The fee increase was an incremental step towards bringing the minimum building permit fee more in alignment with the quality of services expected by the community and full cost recovery. Council approved the incremental fee increase in 2017, and proposed in this fee update is the second step to this approach.

Fees for the Planning and Building Divisions were most recently reviewed by the Council on December 19, 2018. During that review, Council adopted an amendment to the fee schedule of the Community Development Department to establish a new building permit fee for temporary structures and increase the minimum building permit fee by the second step of the two-part increase approved by Council in 2017. The new permit fee for temporary structures was designed to reduce the fee and be in alignment with the cost for the processing of permits for this activity (formerly temporary structures had been assessed as permanent structures). Because the Planning Division was not yet fully staffed and restructuring of the Division not fully implemented, no changes were proposed to the fee schedule for the Planning Division.

At the December 19, 2018 meeting, Council requested an annual review of fees be completed by the Department in 2019.

Discussion: Staff has reviewed the 2019 fee schedule for the Planning and Building Divisions of the Community Development Department to determine if modifications should be considered for 2020. Discussion and analysis regarding amendments proposed to the fee schedule for each of the two Divisions, Planning and Building, is below.

Building Division - Building Permit and MEP Fees

Since 2003, the Building Division has been tracking the number of building inspections performed, and since 2013, the number of permits issued. The number of building inspections performed by the Building Division reached an all-time high of 2,371 in FY 2017-18 and only slightly decreased in FY 2018-19 to 2,273. The number of inspections performed in 2018-19 was approximately four times as many as in 2003. The number of building permits issued (663) in 2018-19 was over three times as many issued in 2013-14. See Attachment 1 for this data.

Staff has found no information or past documents/agenda items suggesting a comprehensive building permit fee study/adjustment was completed during the period between 2003 and 2017, so unfortunately as the economy grew after the recession and the demand for Building Division services increased, there was not a correlating increase in building permit fees collected. Had the Department proposed an annual building permit and Mechanical, Electrical, and Plumbing (MEP) permits fee increase set at the rate of inflation, for example, which averaged 2.1% over this period, there would likely not be need for an adjustment at this time.

The combination of no building permit fee increase over the 2003-2017 period and an increase to expenses during this same period, plus additional demand for building services/inspections, has resulted in the inability from a fiscal standpoint for the Department to fully implement the 2017 restructuring proposal and achieve cost recovery for services. This has also disallowed the Building Division to reach its full potential and the level of service expected by the community.

The Department is thus proposing fee modifications for building permits and MEP permits to better align the building services expected by the community with the costs of providing services. This fee increase will allow the Department to move forward with the filling of the Community Development Technician position, 75% of which is assigned to the Building Division. The increase will also allow the Division to deliver the service enhancements proposed to Council in the restructuring proposal, including contractor and customer education and workshops, faster processing times for building permits, timely code updates, a dedicated counter service representative for building-related technical assistance, and other Division process improvements leading to improved efficiencies and customer service.

Additionally, the Department proposes Building Permit and MEP fees be adjusted annually by the annual rate of inflation for a five-year period, as indicated by the Consumer Price Index (CPI), over the period from December to December of each year beginning in January 2021 and ending December 2025. The CPI annual

index utilized will be the “CPI-u, San Francisco, Oakland, Hayward,” index for all urban consumers using the October measurement date.

Refer to Attachment 2 for analysis related to financial impacts to the General Fund since 2011 and financial projections without and with comprehensive fee modifications.

Building Division - AB 1414, Code Compliance, Other Inspections

In addition to the proposed adjustments to building permit and MEP fees, the Department proposes three other amendments to the fee schedule for the Building Division: 1) creation of a new residential solar permit base fee of \$368.50 (capped at \$450) to be in compliance with AB 1414; 2) increase of the code compliance ("red tag") violations fee from an amount of one multiplied by the total permit cost to an amount of three multiplied by the total permit cost; and 3) an increase to the hourly rate for Building Division staff (Building Official) in the performance of other inspections from \$85/hour to a Department-wide rate of \$105/hour. Beginning January 2021, and continuing for each of the subsequent four years through the end of 2025, the Department is proposing an automatic adjustment to the hourly rate based on the CPI annual rate.

The increase in the code compliance violations fee is designed to bring more projects into compliance with building code and increase the number of permit applications, improving the overall level of building safety in Ukiah. The increase in the hourly rate for the Building Division puts the costs of these inspections, which are designed to be 100% cost recovery, in line with the costs of the Division staff performing these inspections.

See Attachment 3 for the existing and proposed fees related to the aforementioned recommendations.

Planning Division - Fee Analysis

The most recent comprehensive Planning Division Fee Update was approved in June 2016 for the 2017 calendar year. At that time, fees were increased for both major and minor planning permits, as well as sign permits, appeals, and Director review. Prior to the 2016 fee update, Planning Division fees had not been updated since 2007. The Department's proposed amendments to the fee schedule for 2019 are similar to those approved in 2016 and based partly on the increase in labor and materials costs over time (salary, benefits, legal ads, postage, etc.), as well as implementing the Department restructure proposal approved by Council in 2017. The proposed fee update is also based on staff time and hours to process the listed permits. This includes application intake, review, referral, public noticing, preparation of the staff report and hearing documents, as well as attending the hearing and presenting the project to Zoning Administrator, Planning Commission, and/or City Council.

In conducting this 2019 fee schedule analysis for the Planning Division, Staff compared City of Ukiah fees with surrounding jurisdictions' fees and found the City's planning fees to be generally lower than many cities and counties in the Lake-Mendocino-Sonoma County region. In particular, existing fees for minor permits were the second to lowest in Mendocino County and one of the lowest in the region. See Attachment 4 for this data.

Staff also conducted a fee analysis for permits processed from 2017 to 2019 to determine the average amount of processing time per permit, as well as the total costs to process the permit. Based on this analysis, below are the Department's recommendations for fee amendments, and Attachment 4 contains the current and proposed fees.

Planning Division - Fee Amendment Recommendations

1. For Cost Recovery Projects, require one initial deposit at the current fee schedule deposit amount of \$1,000

- \$3,000, then bill at a Department-wide rate of \$105/hour and invoice the applicant monthly for additional services. Beginning January 2021, and continuing for each of the subsequent four years through the end of 2025, automatically adjust the hourly rate based on the CPI annual rate. The CPI annual index utilized will be the "CPI-u, San Francisco, Oakland, Hayward," index for all urban consumers using the October measurement date.

Cost Recovery enables reimbursement to the City from the project applicant for staff time incurred in the processing of major discretionary planning projects. At the time of application, the Planning Division collects a deposit for cost recovery by project based upon the estimated time expected for the processing of the specific project application. Currently, nearly all the City's Cost Recovery fees have a range for an initial deposit of \$1,000 to \$3,000.

In the analysis completed by Staff for the 2017 to 2019 period, the cost for processing of major planning permits ranged from \$2,463 to \$7,536, with an average cost of \$4,846. To reduce invoicing and processing time for the Finance Department, as well as the amount of requests made to the applicant for additional deposits, Staff is proposing one initial deposit per applicant of \$1,000 to \$3,000. No additional deposits after the first deposit would be collected, but after the initial deposit amount is exhausted, the City would invoice monthly based on the number of hours spent by Staff on the project. As is currently the case, any unused dollars from the deposit would be returned to the applicant upon conclusion (usually, securing of the entitlement).

2. Increase the flat rate fee for level 1 minor planning permits from \$200 to \$500 and level 2 minor planning permits from \$600 to \$900.

Processing times for level 1 minor permits were between 3 and 5 hours, with the average processing time around 4 hours. Processing times for level 2 minor permits were between 9 hours and 20 hours, and the average processing time was 15 hours. The majority of minor planning permits are level 2 permits. All minor planning permits require a review and public hearing by the Zoning Administrator and must meet public noticing requirements. Most minor permits are processed by the Assistant Planner, with review from the Planning Manager and/or Associate Planner.

3. Eliminate the Airport Land Use Commission (ALUC) referral rate.

The fee for ALUC referral is currently a flat rate of \$150. According to a 2016 fee update Agenda Summary Report (ASR) prepared by Department staff, this fee is intended to cover staff time to coordinate with the County and attend the ALUC meeting. The 2016 ASR noted that the \$150 fee does not cover the required staff time to complete these tasks, and suggested increasing the fee to \$300. At that time the Council chose to not approve the suggested fee increase.

Within the last two years, the ALUC through County Planning and Building Services (PBS) staff has required that the City prepare an analysis (separate from but usually used as a basis by County PBS staff for their project summary), staff report, and presentation, submitted to the County at least 15 days prior to the date of the ALUC meeting. Projects requiring ALUC referral have taken approximately 10-15 hours of preparation/processing time, at a total cost of \$1,000-\$2,000. Staff has not assessed the additional \$150 fee on top of the Cost Recovery fee.

However, given that a new Airport Land Use Compatibility Plan for Ukiah Municipal Airport will soon be completed, plus the ALUC referral fee already charged by the County to the applicant (as of 7/1/19, this fee was listed on the County's fee schedule as \$1,728.33 + \$90/hour), Staff is proposing elimination of the ALUC referral fee for City applicants. Instead, any charges incurred by Staff in preparation of a future ALUC meeting

would be borne by the applicant through the Cost Recovery procedures associated with their major discretionary permit. City staff will also continue working with County staff to minimize Staff's involvement during this mostly County-driven process.

4. Increase the fee for appeals by the public from \$150 to \$500.

Appeals submitted by members of the public are assessed a flat rate fee of \$150. Currently, the cost for the public notice, plus staff time in processing an appeal by a member of the public, is estimated to be between \$500 and \$1,000 (\$100-\$150 public notice cost plus 5-10 hours of staff time). The proposed fee is thus reasonable.

5. Update the environmental document filing fee for the California Department of Fish and Wildlife (CDFW) from \$3,070 for "Fish & Game Fee EIR" and \$2,210.25 for "Fish & Game Fee Negative Declaration" to "CDFW Filing Fee" with a link to their website provided on the fee schedule.

The CDFW requires a fee be submitted to the County Clerk when an applicant files a Notice of Determination associated with a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report. These fees are updated on an annual basis by CDFW, and not usually in alignment with the timing of the City's update to its fee schedule. By changing the current fee to reference "CDFW Fees," the appropriate and accurate current fee will be assessed to the applicant.

6. Increase the flat rate fee for "Planning Director Review" from \$200 to \$300, and change title of service to "Director Determination."

Zoning ordinance Section 9170.8, Determination of Appropriate Use, allows the Community Development (Planning) Director to determine if the use is appropriate for the Zoning District, either as a right or subject to a use permit. Typically, this determination requires approximately 2-3 hours of time per project, including research into the code and existing and historical uses within the District, a site visit, and preparation of the determination report. Although the time to prepare these determinations has not increased over time, there have been increases to the costs of labor and materials. The proposed fee increase thus reflects current City costs in processing these determinations.

A Table showing current and proposed fees for the Planning Division is included in Attachment 5.

Community Development Department 5-year Fee Review Request

The Department is also requesting the next comprehensive fee review be completed in five years and that a CPI percentage be applied to select fees for each of the years from 2021 to 2025 as described in the Division Analysis sections above. The Department will continue to provide annual reports on the status of the fee schedule, services and cost recovery.

Recommendations and Alternatives

Staff recommends Council adopt the Resolution contained in Attachment 6 adopting the amendments to the Fee Schedule of the Community Development Department. Staff also recommends Council direct the next comprehensive fee review and update to occur by December 31, 2025 along with annual reports on the status of the fee schedule.

Alternatively, the Council could choose to 1) adopt the Resolution in Attachment 6, with changes to the fees proposed by Staff; or 2) not adopt the Resolution in Attachment 6; and/or 3) require a comprehensive fee

review be completed within a different time period.

Recommended Action: Adopt Resolution amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department; and approve Department request to change from an annual fee review to a Comprehensive Five-Year Fee Review with annual status reports.

BUDGET AMENDMENT REQUIRED: No

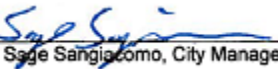
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney; Daniel Buffalo, Finance Director; Sheri Mannion, Human Resources/Risk Management Director; Matthew Keizer, Building Official; Michelle Irace, Planning Manager

Approved: 
Sage Sangiacomo, City Manager



Building Division Number of Inspections, 2003- Present																	
	2003/04	2004/05	2005/06	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
July	30	79	73	154	144	128	104	118	113	111	100	141	138	141	150	190	190
August	15	97	105	147	137	106	94	120	152	108	99	101	116	141	161	237	237
September	48	67	137	123	133	116	123	113	144	88	84	81	146	163	142	227	227
October	63	66	109	178	120	102	99	106	125	121	94	114	115	148	102	219	219
November	40	70	126	144	159	113	120	99	109	78	60	65	102	146	98	197	197
December	45	39	81	102	123	88	78	71	110	88	64	73	97	125	216	177	
January	36	36	93	127	105	57	111	119	87	65	87	148	116	163	178	174	
February	52	46	108	94	116	69	93	98	72	91	71	116	123	120	182	111	
March	68	35	76	114	135	76	137	81	81	101	58	146	113	172	239	132	
April	50	68	89	122	129	101	105	85	74	107	98	119	102	121	243	225	
May	48	50	127	118	156	90	96	99	88	108	132	114	90	113	377	168	
June	74	45	152	141	128	98	121	117	94	70	113	102	125	131	283	216	
TOTAL	569	698	1276	1564	1585	1144	1281	1226	1249	1136	1060	1320	1383	1684	2371	2273	961

Number of Permits Issued, 2013-14 to Present						
2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
210	592	679	722	708	663	305 (YTD)

**Community Development Department - Building Division
Financial Analysis: Impact to General Fund Since 2011 and
Projections without and with Fee Modifications**



Fiscal Year	Revenue (fees)	Expenses	Code Enforcement Costs @ 3% Revenue	Expenses less Code Enforcement Costs	Difference (impact to General Fund)	Footnotes (see below)
2011-2012	\$204,075.00	\$206,376.00	\$6,122.25	\$200,253.75	\$3,821.25	1
2012-2013	\$161,886.00	\$270,711.00	\$4,856.58	\$265,854.42	(\$103,968.42)	
2013-2014	\$227,296.00	\$290,170.00	\$6,818.88	\$283,351.12	(\$56,055.12)	1
2014-2015	\$172,689.00	\$246,333.00	\$5,180.67	\$241,152.33	(\$68,463.33)	1
2015-2016	\$297,918.00	\$289,042.00	\$8,937.54	\$280,104.46	\$17,813.54	
2016-2017	\$216,545.00	\$264,583.00	\$6,496.35	\$258,086.65	(\$41,541.65)	1
2017-2018	\$432,256.00	\$433,267.00	\$12,967.68	\$420,299.32	\$11,956.68	2
2018-2019	\$339,318.00	\$440,892.00	\$10,179.54	\$430,712.46	(\$91,394.46)	1
2019-2020	\$302,100.00	\$422,941.00	\$9,063.00	\$413,878.00	(\$111,778.00)	1, 3
Averages over Time						
2011-2020	\$261,564.78	\$318,257.22	\$7,846.94	\$310,410.28	(\$48,845.50)	4
Projections without fee modifications						
2019-2020	\$302,100.00	\$422,941.00	\$9,063.00	\$413,878.00	(\$225,002.80)	5, 6
Projections with fee modifications						
2019-2020	\$489,459.97	\$536,165.80	\$16,084.97	\$520,080.83	(\$30,620.86)	5, 6

Footnotes

- 1 Impact to General Fund (difference between revenue and expenses) depicted as loss to the City, in parentheses and red-colored font.
- 2 2017-2018 seen as an outlier year for revenue due to the issuance of a building permit for one of the City's largest ever commercial projects.
- 3 Revenue and expenses for 2019-2020 involve a projection for the second 6 months, based on current and historical information.
- 4 Averages over the 9-year period from 2011 to 2020.
- 5 Community Development Technician fully weighted position at top step (\$150,966.40) assigned to the Building Division at 75%.
- 6 Total projected impact is an estimate based on historical averages from 2011 to 2020.

Community Development Department - Building Division
Existing and Proposed Fees - Building Permits



Existing Building Fees				
1.00 -500.00	\$	65.00		
501.00 - 2,000.00	\$	65.00	for the first 500.00 plus	\$ 3.39 for each additional 100.00 or fraction thereof, to and including 2,000.00
2,001.00 - 25,000.00	\$	76.87	for the first 2,000.00 plus	\$ 15.54 for each additional 1,000.00 or fraction thereof, to and including 25,000.00
25,001.00 - 50,000.00	\$	434.84	for the first 25,000.00 plus	\$ 11.21 for each additional 1,000.00 or fraction thereof, to and including 50,000.00
50,001.00 - 100,000.00	\$	714.56	for the first 50,000.00 plus	\$ 7.77 for each additional 1,000.00 or fraction thereof, to and including 100,000.00
100,001.00 - 500,000.00	\$	1,103.60	for the first 100,000.00 plus	\$ 6.11 for each additional 1,000.00 or fraction thereof, to and including 500,000.00
5000,000.00 - 1,000,000.00	\$	3,589.46	for the first 500,000.00 plus	\$ 5.27 for each additional 1,000.00 or fraction thereof, to and including 1,000,000.00
1,000,000.00 - And Up	\$	6,225.71	for the first 1,000,000.00 plus	\$ 4.05 for each additional 1,000.00 or fraction thereof
Red Tagged work w/o permit			Permit fee plus 1 times permit fee.	
Other inspection fees				
Inspections outside of normal business hours			\$ 85.00	* (mininum charge - Two hours)
Reinspection fees assessed under provisions of section 305.8			\$ 85.00	*
Inspections for which no fee is specifically indicated			\$ 85.00	*
Additional plan review required by changes, additions or revisions to plans			\$ 85.00	*
For use of outside consultants for plan checking and inspections, or both.			Cost	** Actual Cost
* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead equipment, hourly wages and fringe benefits of the employees involved.				
** Actual costs include administrative and overhead costs.				

Proposed Fees				
1.00 -500.00	\$	105.00		
501.00 - 2,000.00	\$	105.00	for the first 500.00 plus	\$ 4.75 for each additional 100.00 or fraction thereof, to and including 2,000.00
2,001.00 - 25,000.00	\$	107.62	for the first 2,000.00 plus	\$ 21.76 for each additional 1,000.00 or fraction thereof, to and including 25,000.00
25,001.00 - 50,000.00	\$	608.78	for the first 25,000.00 plus	\$ 15.69 for each additional 1,000.00 or fraction thereof, to and including 50,000.00
50,001.00 - 100,000.00	\$	1,000.38	for the first 50,000.00 plus	\$ 10.88 for each additional 1,000.00 or fraction thereof, to and including 100,000.00
100,001.00 - 500,000.00	\$	1,545.04	for the first 100,000.00 plus	\$ 8.55 for each additional 1,000.00 or fraction thereof, to and including 500,000.00
5000,000.00 - 1,000,000.00	\$	5,025.24	for the first 500,000.00 plus	\$ 7.38 for each additional 1,000.00 or fraction thereof, to and including 1,000,000.00
1,000,000.00 - And Up	\$	8,715.99	for the first 1,000,000.00 plus	\$ 5.67 for each additional 1,000.00 or fraction thereof
Red Tagged work w/o permit			Permit fee plus 3 times permit fee.	
Other inspection fees				
Inspections outside of normal business hours			\$ 105.00	* (mininum charge - Two hours)
Reinspection fees assessed under provisions of section 305.8			\$ 105.00	*
Inspections for which no fee is specifically indicated			\$ 105.00	*
Additional plan review required by changes, additions or revisions to plans			\$ 105.00	*
For use of outside consultants for plan checking and inspections, or both.			Cost	** Actual Cost
* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.				
** Actual cost includes administrative and overhead costs.				

Community Development Department - Building Division
Existing and Proposed Fees - Mechanical, Electrical, and Plumbing (MEP)



Mechanical Permit Fees	Existing	Proposed
For the issuance of each mechanical permit.	\$ 65.00	\$ 105.00
For issuing each supplemental permit for which the original permit has not expired, been cancelled or finalized.	\$ 8.05	\$ 12.88
Unit Fee Schedule		
Furnaces		
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 KW)	\$ 16.43	\$ 26.29
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h (29.3 KW)	\$ 20.20	\$ 32.32
For the installation or relocation of each floor furnace, including vent.	\$ 16.43	\$ 26.29
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater.	\$ 16.43	\$ 26.29
Appliance Vents		
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit.	\$ 8.05	\$ 12.88
Repairs or Additions		
For the repair of, alteration of, or additions to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code.	\$ 15.21	\$ 24.34
Boilers, Compressors and Absorption Systems		
For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kw), or each absorption system to and including 100,00 Btu/h (29.3kw)	\$ 16.32	\$ 26.11
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kw), to and including 15 horsepower (52.7kw) or each absorption system over 100,00 Btu/h (29.3kw)		
to and including 500,000 Btu/h (146.6kw)	\$ 30.14	\$ 48.22
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7kw), to and including 30 horsepower (105.5kw) or each absorption system over		
500,000 Btu/h (146.6kw) to and including 1,000,000 Btu/h (293.1kw)	\$ 41.35	\$ 66.16
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kw), to and including 50 horsepower (176kw) or each absorption system over		
1,000,000 Btu/h (293.1kw) to and including 1,750,000 Btu/h (512.9kw)	\$ 61.55	\$ 98.48
For the installation or relocation of each boiler or compressor over 50 horsepower (176kw), or each absorption system over 1,750,000 Btu/h (512.9kw)	\$ 102.84	\$ 164.54
Air Handlers		
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto. Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.	\$ 11.82	\$ 18.91
For each air-handling unit over 10,000 (cfm) (4719 L/s)	\$ 20.09	\$ 32.14
Evaporative Coolers		
For each evaporative cooler other than portable type.	\$ 11.82	\$ 18.91
Ventilation and Exhaust		
For each ventilation fan connected to a single duct.	\$ 8.05	\$ 12.88
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit.	\$ 11.82	\$ 18.91
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood.	\$ 11.82	\$ 18.91
Incinerators		
For the installation or relocation of each domestic-type incinerator.	\$ 20.20	\$ 32.32
For the installation or relocation of each commercial or industrial-type incinerator.	\$ 16.10	\$ 25.76
Miscellaneous (Mechanical)		
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in this code.	\$ 11.82	\$ 18.91
Other Inspections and Fees (Mechanical)		
*Inspection outside of normal business hours, per hour (Minimum charge two hours)	\$ 85.00	\$ 105.00
*Reinspection fees assessed under provisions of section 305.5, per inspection.	\$ 85.00	\$ 105.00
*Inspection for which no fee is specifically indicated, per hour (Minimum charge one half hour)	\$ 85.00	\$ 105.00
*Additional plan review required by changes, additions or revisions to plans or to plans which an initial review has been completed. (Minimum charge one half hour)	\$ 85.00	\$ 105.00
*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.		

Electrical Permit Fees	Existing	Proposed
For the issuance of each electrical permit.	\$ 65.00	\$ 104.00
For the issuance of each supplemental permit for witch the original permit has not expired, been cancelled, or finalized.	\$ 8.05	\$ 12.88
System Fee Schedule (note: the following do not include permit issuing fee)		
New Residential Buildings		
The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time.		
Multifamily - For new multifamily buildings (apartments and condominiums) having three or more dwelling units constructed at the same time, not including area of garages, carports, and accessory buildings, per square ft (0.09m2)	\$ 0.60	\$ 0.96
Single and two family - For new Single and two family residential buildings constructed at the same time, not including area of garages, carports, and accessory buildings, per square ft (0.09m2)	\$ 0.60	\$ 0.96
For other types of residential occupancies and for alteration, additions, and modifications to existing residential buildings, use the unit fee schedule.		
Private Swimming Pools		
For new private, in-ground swimming pools for single-family and multifamily occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, under-water lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each pool.	\$ 54.95	\$ 87.92
Carnivals and Circuses		
Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions.		
For electric generators and electrically driven rides, each	\$ 26.09	\$ 41.74
For mechanically driven rides and walk-through attractions or displays having electric lighting, each.	\$ 8.05	\$ 12.88
For a system of area and booth lighting, each	\$ 8.05	\$ 12.88
For permanently installed rides, booths, displays and attractions, use the Unit Fee Schedule.		
For a temporary service power pole or pedestal-mounted receptacle outlets and appurtenances, each	\$ 26.09	\$ 41.74
For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sales lots, fireworks stands, etc. each	\$ 13.65	\$ 21.84
UNIT FEE SCHEDULE		
(Note: The following does not include permit-issuing fee.)		
Receptacle, Switch and Lighting Outlets		
For receptacle, switch, light or other outlets at which current is used or controlled, except services, feeders and meters: First 20, each	\$ 1.22	\$ 1.95
Additional fixtures, each	\$ 0.81	\$ 1.30
Note: For multi-outlet assemblies, each 5 feet (1524 mm) or fraction thereof may be considered as one outlet.		
Lighting Fixtures		
For lighting fixtures, sockets or other lamp-holding devices:		
First 20 fixtures, each	\$ 1.22	\$ 1.95
Additional fixtures, each	\$ 0.81	\$ 1.30
For pole or platform-mounted lighting fixtures, each	\$ 1.22	\$ 1.95
For theatrical-type lighting fixtures or assemblies, each	\$ 1.22	\$ 1.95
Residential Appliances		
For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges, self-contained room, console or through-wall air conditioners; space heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances not exceeding one horsepower (HP) (746 W) in rating, each	\$ 5.27	\$ 8.43
Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.		
Nonresidential Appliances		
For nonresidential appliances and self-contained factory-wired, nonresidential appliances not exceeding 1 horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA), in rating, including medical and dental devices, food, beverage and ice cream cabinets; illuminated show cases, drinking fountains, vending machines, laundry machines, or similar types of equipment, each. Note: For other types of air conditioners and motor-driven appliances having larger electrical ratings, see Power Apparatus.	\$ 5.27	\$ 8.43
Power Apparatus		
For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus, as follows:		
Rating in horsepower (HP), kilowatts (kW), kilovolt-amperes (kVA), or kilovolt-amperes-reactive (kVAR):		
Up to and including 1, each	\$ 5.27	\$ 8.43
Over 1 and not over 10, each	\$ 13.65	\$ 21.84

Over 10 and not over 50, each	\$ 27.31	\$ 43.70
Over 50 and not over 100, each	\$ 54.95	\$ 87.92
Over 100, each	\$ 82.70	\$ 132.32
Note: For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used.		
Note: These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.		
Busways		
For trolley and plug-in-type busways, each 100 feet (30 480 mm) or fraction thereof	\$ 8.05	\$ 12.88
Note: An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in-type busways. Fee not required for portable tools.		
Signs, Outline Lighting and Marquees		
For signs, outline lighting systems or marquees supplied from one branch circuit, each	\$ 27.31	\$ 43.70
For additional branch circuits within the same sign, outline lighting system or marquee, each	\$ 5.27	\$ 8.43
Services		
For services of 600 volts or less and not over 200 amperes in rating, each	\$ 33.86	\$ 54.18
For services of 600 volts or less and over 200 amperes to 1,000 amperes in rating, each	\$ 68.99	\$ 110.38
For services over 600 volts or over 1,000 amperes in rating, each	\$ 137.97	\$ 220.75
Miscellaneous Apparatus, Conduits, and Conductors		
For electrical apparatus, conduits, and conductors for which a permit is required but for which no fee is herein set forth	\$ 20.20	\$ 32.32
Note: This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs or other equipment		
OTHER INSPECTIONS AND FEES (Electrical)		
*Inspection outside of normal business hours, per hour (Minimum charge two hours)	\$ 85.00	\$ 105.00
*Reinspection fees assessed under provisions of section 305.8, per inspection.	\$ 85.00	\$ 105.00
*Inspection for which no fee is specifically indicated, per hour (Minimum charge one half hour)	\$ 85.00	\$ 105.00
*Additional plan review required by changes, additions or revisions to plans or to plans which an initial review has been completed. (Minimum charge one half hour)	\$ 85.00	\$ 105.00
*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.		
Plumbing Fees	Existing	Proposed
For the issuance of each plumbing permit.	\$ 65.00	\$ 104.00
For issuing each supplemental permit for which the original permit has not expired, been cancelled or finaled.	\$ 8.05	\$ 12.88
Unit Fee Schedule		
Fixtures and vents. For each plumbing fixture or trap set of fixtures on one trap. (Including water, drainage piping and backflow protection thereof)	\$ 10.88	\$ 17.41
For repair or alteration of drainage or vent piping each fixture.	\$ 5.27	\$ 8.43
Sewers, Disposal Systems and Interceptors		
For each building sewer and each trailer park sewer.	\$ 27.36	\$ 43.78
For each cesspool.	\$ 41.35	\$ 66.16
For each private sewage disposal system.	\$ 82.70	\$ 132.32
For each industrial waste pretreatment interceptor, Including its trap and vent (exception kitchen-type grease interceptors functioning as fixture traps).	\$ 22.09	\$ 35.34
Rainwater systems per drain (inside building).	\$ 10.88	\$ 17.41
Water Piping and Water Heaters		
For installation, alteration, or repair of water piping or water treating equipment, or both, each.	\$ 5.27	\$ 8.43
For each water heater including vent. (For vents only see Table 3-C).	\$ 13.65	\$ 21.84
Gas Piping Systems		
For each gas piping system of one to five outlets.	\$ 6.83	\$ 10.93
For each additional outlet over five, each.	\$ 1.22	\$ 1.95
Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices		
For each lawn sprinkler system on any one meter, including, backflow protection devices thereof.	\$ 16.43	\$ 26.29
For atmospheric-type vacuum breakers or backflow protection devices not included in Item 1: 1 to 5 devices.	\$ 13.65	\$ 21.84
For over 5 devices, each	\$ 2.50	\$ 4.00
For each backflow-protection device other than atmospheric-type vacuum breakers: 2 inches (50.8mm) and smaller.	\$ 13.65	\$ 21.84
Over 2 inches (50.8mm)	\$ 27.36	\$ 43.78

Swimming Pools For Each Swimming Pool Or Spa.		
Public Pool	\$ 101.29	\$ 162.06
Public Spa	\$ 67.43	\$ 107.89
Private pool	\$ 67.43	\$ 107.89
Private Spa	\$ 33.58	\$ 53.73
Miscellaneous (Plumbing)		
For each appliance or price of equipment regulated by the plumbing code but not classed in other appliance categories, or for which no other fee is listed in this code.	\$ 10.88	\$ 17.41
Other Inspections and Fees (Plumbing)		
*Inspection outside of normal business hours, per hour (Minimum charge two hours)	\$ 85.00	\$ 105.00
*Reinspection fees assessed under provisions of section 305.5, per inspection.	\$ 85.00	\$ 105.00
*Inspection for which no fee is specifically indicated, per hour (Minimum charge one half hour)	\$ 85.00	\$ 105.00
*Additional plan review required by changes, additions or revisions to plans or to plans which an initial review has been completed. (Minimum charge one half hour)	\$ 85.00	\$ 105.00
*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.		
City Of Ukiah Fees		
Mandatory Training and Certification surcharge. (based on a % of building permits, plan review, and utility permit fees)	4%	4%
Technology and records management surcharge. (based on a % of building permits, plan review, and utility permit fees)	3%	3%
General plan update fund. (based on a % of building permits, plan review, and utility permit fees)	15%	15%
Temporary certificate of occupancy. (Based on the project size and timeframe.) (60 Days)		
> \$100,000.00	\$ 500.00	\$ 500.00
<\$100,000.00	\$ 1,000.00	\$ 1,000.00
Request for alternate materials and methods review. (100% cost recovery fully burdened rate per hour)	\$ 170.00	\$ 230.00
Appeal to building regulations appeal board. (Two Hours of Building Official time minimum)	Cost	Cost
Postage - 3rd party plan check. (100% cost recovery)		
Red Tagged work without permits violation fee (Permit fee plus violation fee)	1 Times	3 Times
New deck/decking. (per square foot)	\$ 28.00	\$ 37.80
Re-roofing shingles only. (per square foot)	\$ 2.00	\$ 2.70
Re-roof sheathing/ plywood. (per square foot)	\$ 2.00	\$ 2.70
Temporary structure (Max 60 days)	\$ 225.00	\$ 225.00
Residential Solar permit. Max permit Fee 450.00 to come in to compliance with AB 1414	Value	\$ 368.50

Community Development Department - Planning Division
Planning Permit Fee Analysis – Comparisons to Other Jurisdictions



Jurisdiction	Minor UP	Major UP	UP Amendment	Site Development Permit	LLA/VM	Appeal	Minor Subdiv.	Major Subdiv.	GPA/RZ	VAR
Ukiah	\$200 (level 1) \$600 (level 2)	\$1-3k deposit	\$200 (minor level 1) \$600 (minor level 2) \$500 deposit (major)	\$200 (minor level 1) \$600 (minor level 2) \$1-3k deposit (major)	\$350	\$150 (public) \$500 deposit (applicant)	\$900	\$1-3k deposit	\$1-3k deposit	\$200 (minor level 1) \$600 (minor level 2) \$1-3k (major)
Fort Bragg	\$966	\$966 (+ \$935 PC hearing fee)	\$603	\$750-\$2,500 deposit	\$750-\$2,500 deposit	\$1,000	\$750-\$2,500 deposit	\$750-\$2,500 deposit	\$750-\$2,500 deposit	\$722
Willits	\$400	\$1,200	\$200	\$1,000	\$450	\$200	\$1,161	\$1,000 deposit	\$1,000 deposit	\$500
Mendocino County	\$2,263 deposit	\$4,830 deposit	\$2,255 deposit (minor) or \$3,144 deposit (major)	\$5,406 deposit	\$1,098 deposit	\$2,022	\$3,812 deposit	\$7,728 deposit	\$6,023 deposit	\$1,783 deposit
Lakeport	\$165	\$627	Not available	\$1,197	\$213 (VM) \$855 (LLA)	\$0	\$1,304	\$1,967	\$741 (GPA) \$998 (RZ)	\$665
Lake County	\$1,161 deposit	\$2,721 deposit	\$285 deposit (minor amendment)	\$1,900 deposit	\$760 deposit (LLA) \$423 deposit (VM)	\$1,000	\$1,959 deposit	\$3,146 deposit	\$2,637 deposit (GPA) \$2,053 deposit (RZ)	\$1,965 deposit

Jurisdiction	Minor UP	Major UP	UP Amendment	Site Development Permit	LLA/VM	Appeal	Minor Sub	Major Sub	GPA/RZ	VAR
Cloverdale	\$2,615 deposit	\$2,615 deposit	\$1,455 deposit	\$2,030 deposit	\$2,030 deposit	\$275 deposit	\$3,315	\$10,235 deposit	\$4,495 deposit (GPA) \$6,665 deposit (RZ)	\$3,050 deposit
Healdsburg	\$1,921	\$3,552	\$1,070 (major) \$760 (minor)	Varies but \$2,000 avg	\$1,792	\$646	\$7,679	\$3,940	\$3,466 deposit (RZ) \$3,360 deposit (GPA)	\$1,172 (minor) \$1982 (major)
Windsor	\$1,479	\$4,504	\$5,246	\$5,246	\$672 (admin LLA) \$1,471 (hearing)	\$404	\$3,939	\$5,798 deposit	\$5,064 (GPA) \$4,247 (RZ)	\$799
Sonoma County	\$944 deposit (no hearing) \$2,909 deposit (minor w/ hearing)	\$8,063 deposit	Not available	\$4,468 deposit	\$1,760 (major) \$1,575 (minor)	\$1,209 deposit	\$4,306	\$7,144 deposit	\$1,321 (GPA level 1) \$6,564 deposit (GPA level 2) \$1,929 (RZ level 1) \$5,712 deposit (RZ level 2)	\$5,447
NOTE: Permits with deposits are subject to full cost recovery LEGEND: UP- Use Permit; LLA- Lot Line Adjustment; VM- Voluntary Merger; Sub- Subdivision; GPA- General Plan Amendment; RZ- Rezone; VAR- Variance										

Planning Division Summary of Current Fees and Proposed Fee Modifications

Fee Type	Current Fee	Proposed Fee
Cost Recovery Fees		
Cost Recovery Permit Fees	Varies based on permit type, but all require a deposit, subject to cost recovery. Additional deposits are collected when funds from the deposit account are exhausted	No change to the deposit amounts but the deposit will be collected once up front. Permit still subject to cost recovery but will be billed on a monthly basis using the department-wide hourly rate
Staff Hourly Rate	Varies based on position and salary	\$105.00 Department-wide hourly rate with an automatic adjustment to the hourly rate based on the Consumer Price Index (CPI) annual rate beginning January 2021, and continuing for each of the subsequent four years through the end of 2025
Flat Rate Fees		
Minor Use Permit	\$200 (level 1); \$600 (level 2)	\$500 (level 1); \$900 (level 2)
Minor Use Permit Amendment	\$200 (level 1); \$600 (level 2)	\$500 (level 1); \$900 (level 2)
Minor Site Development Permit	\$200 (level 1); \$600 (level 2)	\$500 (level 1); \$900 (level 2)
Appeal (by the public)	\$150	\$500
ALUC Referral	\$150	\$0 (eliminate fee)
Director Determination (previously titled "Planning Director Review")	\$200	\$300
CA Fish & Wildlife Environmental Document Filing Fees	\$2,210 (Mitigated Negative Declaration); \$3,070 (Environmental Impact Report)	Change to say "CDFW filing fee"

RESOLUTION NO. 2020-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING UPDATED FEES FOR PLANNING AND BUILDING PERMITS AND SERVICES PURSUANT TO CITY ADOPTED ORDINANCE 880****WHEREAS,**

1. Community Development Department (“Department”) Planning Permit service fees have not been updated since 2017 and Department Building Permit and service fees in the City of Ukiah have not been updated since 2018; and
2. The Department conducted a fee analysis for permits processed from 2017 to 2019 to determine the average amount of processing time per permit, as well as the total costs to process the permit. Planning permit fee modifications are based on this analysis; and
3. The existing fee for 100% cost recovery projects was adopted in 2007. To reduce invoicing and processing time for the Finance Department, as well as the amount of requests made to the applicant for additional deposits, one initial deposit per applicant of \$1,000 to \$3,000 with monthly invoicing based on a Department-wide hourly rate of \$105.00/hour for additional services, with an automatic adjustment to the hourly rate based on the Consumer Price Index (CPI)¹ annual rate beginning January 2021, and continuing for each of the subsequent four years through the end of 2025, is reasonable and appropriate; and
4. Due to the increased costs (salary, benefits, legal ads, postage, etc.), for processing of minor planning permits, it is reasonable and appropriate to increase the fee for minor level 1 planning permits from \$200.00 to \$500.00 and for level 2 planning permits from \$600.00 to \$900.00; and
5. Due to changes in the Mendocino County Airport Land Use Commission (ALUC) processing procedures, the City finds it reasonable and appropriate to eliminate the ALUC referral fee of \$150.00; and
6. Due to the increased costs (salary, benefits, legal ads, postage, etc.) of processing appeals made by the public, it is reasonable and appropriate to increase the fees for appeals submitted by the public from \$150.00 to \$500.00; and
7. Due to the increased costs (salary, benefits, legal ads, postage, etc.) for processing determinations of appropriate use by the Community Development Director, it is reasonable and appropriate to increase the fee from \$200.00 to \$300.00; and given the name change of the Department, it is reasonable and appropriate to update the title of the fee from “Planning Director Review” to “Director Determination”; and
8. Due to the discrepancy in timing between the City’s updating of its fee schedule and the updating of the fee set by the California Department of Fish and Wildlife (CDFW) for filing environmental documents, it is reasonable to change the fee to state “CDFW Fees” and refer the applicant to their website for current fee information; and
9. A comprehensive building permit fee study/adjustment has not been completed since 2003, and in completing a comprehensive study in 2019, the Department determined fee modifications were needed to bring the cost of services in line with the level of services expected by the community. Based on this information the following modifications are reasonable and appropriate (see Exhibit A for a list of specific fee modifications):

¹ The CPI annual index utilized for all CPI adjustments described in this resolution will be the “CPI-u, San Francisco, Oakland, Hayward,” for all urban consumers using the October measurement date.

- a) Fees for Building Permits and Mechanical, Electrical, and Plumbing (MEP) permits have been modified to better align the building services expected by the community with the costs of providing services. The Building Permit and MEP fees will be adjusted annually by the annual rate of inflation for a five-year period, as indicated by the Consumer Price Index (CPI), over the period from December to December of each year beginning in January 2021 and ending December 2025.
 - b) Creation of a new residential solar permit base fee of \$368.50 (capped at \$450) to be in compliance with AB 1414.
 - c) Increase of the code compliance ("red tag") violations fee from an amount of one multiplied by the total permit cost to an amount of three multiplied by the total permit cost.
 - d) Increase to the hourly rate for Building Division staff (Building Official) in the performance of other inspections from \$85/hour to a Department-wide rate of \$105/hour with an automatic adjustment to the hourly rate based on the Consumer Price Index (CPI) annual rate beginning January 2021, and continuing for each of the subsequent four years through the end of 2025, is reasonable and appropriate.
10. The City has determined that fee reductions for projects that promote/provide economic development, energy conservation and public benefits are still reasonable and appropriate. These fees have not been adjusted and include the following:

Economic Development Energy Conservation Public Benefit Components	Fee Reduction (No change)
Project Design: Solar PV, LEED certification, public access easement (creeks, streets, pedestrian paths, etc.), substantial over-planting of trees, significant creek restoration and/or public access, and similar design elements.	80% cost recovery rather than 100% on Planning Permits
Downtown Businesses: Planning Applications made by downtown businesses (DZC area) – new business or expansion of existing business	80% cost recovery rather than 100% on Planning Permits
Industrial/Light Manufacturing: Planning Applications for industrial or light manufacturing businesses.	80% cost recovery rather than 100% on Planning Permits
Public Art: Locally inspired publicly "accessible" art included as prominent component in project	80% cost recovery rather than 100% on Planning Permits
Community gardens, outdoor dining, live entertainment, sidewalk cafés and tasting rooms.	No Planning Permit or Fees required – must comply with specific standards
Energy and Water Conservation: Installation of significant energy or water conservation fixtures, appliances or equipment beyond green building code requirements	80% cost recovery rather than 100% on Planning Permits

11. The City Council conducted duly a noticed public hearing on January 15, 2020 to discuss and receive public comments on the proposed fees.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopts the updated fee schedule for planning and building permits and services of the Community Development Department, as listed on the attached Exhibit A.

PASSED AND ADOPTED this____day of____, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A
Planning/Building Permits and Services
Fee Resolution

Current and New Fees

Planning Services Fees: The following Table shows the current and recommended fees for Planning and Building Permits and Services. The fee modifications include: adopting an hourly rate for the Community Development Department; changing the process for cost recovery deposits and billing for major planning permits; increasing the flat fees for minor permits; increasing the fee for public appeals; increasing and renaming the fee for Community Development Director review ("Director Determination"); removing the Airport Land Use Commission (ALUC) referral fee; and referring the applicant to the California Department of Fish and Wildlife's (CDFW) website for environmental document filing fees.

PERMIT APPLICATION OR SERVICE	CURRENT FEE	NEW FEE
Staff Hourly Rate	Varies based on position and salary	\$105.00 Department-wide hourly rate with an automatic adjustment to the hourly rate based on the Consumer Price Index (CPI) ¹ annual rate beginning January 2021, and continuing for each of the subsequent four years through the end of 2025
Site Development Permit Major	\$1000.00-\$3,000.00 deposit and 100% cost recovery Affordable Housing Project: \$800.00 and 80% cost recovery Special Housing Needs Project: \$600 and 60% cost recovery	No change to the deposit amounts but the deposit will be collected once up front. Permit still subject to cost recovery but will be billed on a monthly basis using the department-wide hourly rate
Site Development Permit Minor	\$200.00 (level 1) \$600.00 (level 2)	\$500.00 (level 1) \$900.00 (level 2)
Use Permit Major	\$1000.00-\$3,000.00 deposit and 100% cost recovery Affordable Housing Project: \$800.00 and 80% cost recovery Special Housing Needs Project: \$600 and 60% cost recovery	No change to the deposit amounts but the deposit will be collected once up front. Permit still subject to cost recovery but will be billed on a monthly basis using the department-wide hourly rate

¹ The CPI annual index utilized will be the "CPI-u, San Francisco, Oakland, Hayward," for all urban consumers using the October measurement date.

PERMIT APPLICATION OR SERVICE	CURRENT FEE	NEW FEE
Cannabis Business Use Permit Renewal	\$1,000.00 deposit and subject to 100% cost recovery	No change to the deposit amounts but the deposit will be collected once up front. Permit still subject to cost recovery but will be billed on a monthly basis using the department-wide hourly rate
Use Permit Minor	\$200.00 (level 1) \$600.00 (level 2)	\$500.00 (level 1) \$900.00 (level 2)
Use Permit Site Development Permit Amendment	\$200.00 (Minor level 1) \$600.00 (Minor level 2) \$1,000.00-\$3,000.00 deposit and 100% cost recovery (Major)	\$500.00 (level 1) \$900.00 (level 2) No change to the deposit amounts but the deposit will be collected once up front. Permit still subject to cost recovery but will be billed on a monthly basis using the department-wide hourly rate
Variance Major (seeking more than 50% relief from the Code)	\$1000.00-\$3,000.00 Deposit and 100% Cost Recovery Affordable Housing Project: \$800.00 deposit and 80% cost recovery Special Housing Needs Project: \$600.00 deposit and 60% cost recovery	No change to the deposit amounts but the deposit will be collected once up front. Permit still subject to cost recovery but will be billed on a monthly basis using the department-wide hourly rate
Variance Minor (seeking less than 50% relief from the Code)	\$200.00 (level 1) \$60.000 (level 2)	\$500.00 (level 1) \$900.00 (level 2)
Subdivision Major	\$1,000.00-\$3,000.00 deposit and 100% cost recovery Affordable Housing Project: \$800.00 deposit and 80% cost recovery Special Housing Needs Project: \$600.00 deposit and 60% cost recovery	No change to the deposit amounts but the deposit will be collected once up front. Permit still subject to cost recovery but will be billed on a monthly basis using the department-wide hourly rate

PERMIT APPLICATION OR SERVICE	CURRENT FEE	NEW FEE
Subdivision Minor	\$900.00 Affordable Housing Project: \$720.00 Special Housing Needs Project: \$540.00	No change
Subdivision Exception (Minor Subdivisions)	\$500.00 Affordable Housing Project: \$400.00 Special Housing Needs Project: \$200.00	No change
Boundary Line Adjustment	\$350.00 Affordable Housing Project: \$260.00 Special Housing Needs Project: \$170.00	No change
Lot Merger	\$350.00	No change
Modification to Recorded Subdivision Map	\$600.00	No change
Subdivision/Parcel Map Time Extension	\$200.00	No change
Appeal	\$500.00 Deposit and 100% cost recovery (Project Applicant) \$150.00 flat fee (Public)	Fee for appeals by the Project Applicant not changing \$500.00 Flat Fee (Public)
General Plan Amendment	\$1,000.00-\$3,000.00 deposit and 100% cost recovery	No change to the deposit amounts but the deposit will be collected once up front. Permit still subject to cost recovery but will be billed on a monthly basis using the department-wide hourly rate

PERMIT APPLICATION OR SERVICE	CURRENT FEE	NEW FEE
Annexation	\$1,000.00-\$3,000.00 deposit and 100% cost recovery	No change to the deposit amounts but the deposit will be collected once up front. Permit still subject to cost recovery but will be billed on a monthly basis using the department-wide hourly rate
Pre-zoning	\$1,000.00-\$3,000.00 deposit and 100% cost recovery	No change to the deposit amounts but the deposit will be collected once up front. Permit still subject to cost recovery but will be billed on a monthly basis using the department-wide hourly rate
Rezoning	\$1,000.00-\$3,000.00 deposit and 100% cost recovery	No change to the deposit amounts but the deposit will be collected once up front. Permit still subject to cost recovery but will be billed on a monthly basis using the department-wide hourly rate
Planned Development	\$1,000.00-\$3,000.00 deposit and 100% cost recovery Affordable Housing Project: 80% cost recovery Special Housing Needs Project 60% cost recovery	No change to the deposit amounts but the deposit will be collected once up front. Permit still subject to cost recovery but will be billed on a monthly basis using the department-wide hourly rate
County CEQA Document Filing Fee	\$50.00	No change (fee subject to change based on County requirements)
CA Fish and Wildlife CEQA Fee	Negative Declaration: \$2,210.25 Environmental Impact Report: \$3,070.00	CDFW Filing Fee https://www.wildlife.ca.gov/Conservation/CEQA/Fees (fee subject to increase every January 1 st based on state requirement)
Pre-Application Review and Research (Planning Staff) Zoning	Level 1: \$0.00 (1 hour of staff time) Level 2: \$200.00 deposit and 100% cost recovery (more than 1 hour of staff time)	No change (level 1) No change to the deposit amount but the deposit will be collected once up front. Permit still subject to cost recovery but will be billed on a monthly basis using the department-wide hourly rate (level 2)

PERMIT APPLICATION OR SERVICE	CURRENT FEE	NEW FEE
Pre-Development Review (Project Review Committee)	\$250.00	No change
Pre-Application Review (Planning Commission)	\$300.00 deposit and 100% cost recovery	No change
Environmental Impact Report (EIR), Special CEQA Document or Complex Initial Environmental Study	Full consultant cost plus 15% administration fee	No change
Archaeological Search – for Environmental Review	Full Cost – Paid directly to SSU Northwest Information Center	No change
Public Hearing Continuations requested by applicants that require re-noticing	\$200.00	No Change
Penalty/Violation (proceeding without permit)	Double the cost of the permit	No change
Specific Plan/Master Plan Review	\$2,000-\$3,000.00 deposit and 100% cost recovery Affordable Housing Project: \$800.00 deposit and 80% cost recovery Special Housing Needs Project: \$600.00 deposit and 60% cost recovery	No change to the deposit amounts but the deposit will be collected once up front. Permit still subject to cost recovery but will be billed on a monthly basis using the department-wide hourly rate
Address Change	\$100.00	No change
County Airport Land Use Commission Referral for Land Use Plan Consistency Determination	\$150.00 Plus any additional fee required by and paid directly to Mendocino County.	\$0 (eliminating fee)

PERMIT APPLICATION OR SERVICE	CURRENT FEE	NEW FEE
Site Inspection Request by Property Owner/Applicant	\$0.00	No change
Sign Permit	Minor: \$50.00 (up to 1 hour of staff time) Major: \$150.00 (more than 1 hour of staff time)	No change
Building Permit Planning Review Fee	\$50	No change
General Plan/Advance Planning Maintenance Fee	15% of the total cost of a Building Permit (Building Permit, Mechanical Permit, Electrical Permit, Plumbing Permit and Plan Check)	No change
Document and Map Fees General Plan Zoning Ordinance Subdivision Ordinance Master Bike/Ped Plan Airport Master Plan Landscaping Guidelines Design Guidelines Creek Plans General Plan Map Zoning Map Other Plans Misc Maps, Graphics and Reports	\$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$15.00 \$15.00 \$15.00 \$30.00 \$30.00 \$5.00-\$30.00 \$5.00-\$30.00	No change
Photo Copy	\$0.10 per page First 5 copies per day are free	No change

Existing and New Fees Building Division

Existing Building Fees				
1.00 - 500.00	\$ 65.00			
501.00 - 2,000.00	\$ 65.00	for the first 500.00 plus	\$ 3.39	for each additional 100.00 or fraction thereof, to and including 2,000.00
2,001.00 - 25,000.00	\$ 76.87	for the first 2,000.00 plus	\$ 15.54	for each additional 1,000.00 or fraction thereof, to and including 25,000.00
25,001.00 - 50,000.00	\$ 434.84	for the first 25,000.00 plus	\$ 11.21	for each additional 1,000.00 or fraction thereof, to and including 50,000.00
50,001.00 - 100,000.00	\$ 714.56	for the first 50,000.00 plus	\$ 7.77	for each additional 1,000.00 or fraction thereof, to and including 100,000.00
100,001.00 - 500,000.00	\$ 1,103.60	for the first 100,000.00 plus	\$ 6.11	for each additional 1,000.00 or fraction thereof, to and including 500,000.00
500,001.00 - 1,000,000.00	\$ 3,589.46	for the first 500,000.00 plus	\$ 5.27	for each additional 1,000.00 or fraction thereof, to and including 1,000,000.00
1,000,000.00 - And Up	\$ 6,225.71	for the first 1,000,000.00 plus	\$ 4.05	for each additional 1,000.00 or fraction thereof
Red Tagged work w/o permit		Permit fee plus 1 times permit fee.		
Other inspection fees				
Inspections outside of normal business hours			\$ 85.00	* (mininum charge - Two hours)
Reinspection fees assessed under provisions of section 305.8			\$ 85.00	*
Inspections for which no fee is specifically indicated			\$ 85.00	*
Additional plan review required by changes, additions or revisions to plans			\$ 85.00	*
For use of outside consultants for plan checking and inspections, or both.			Cost	** Actual Cost
* Or the total hourly cost to the jurisdiction, whichever is the greatest.				
This cost shall include supervision, overhead equipment, hourly wages				
and fringe benefits of the employees involved.				
** Actual costs include administrative and overhead costs.				

New Fees				
1.00 -500.00	\$ 105.00			
501.00 - 2,000.00	\$ 105.00	for the first 500.00 plus	\$ 4.75	for each additional 100.00 or fraction thereof, to and including 2,000.00
2,001.00 - 25,000.00	\$ 107.62	for the first 2,000.00 plus	\$ 21.76	for each additional 1,000.00 or fraction thereof, to and including 25,000.00
25,001.00 - 50,000.00	\$ 608.78	for the first 25,000.00 plus	\$ 15.69	for each additional 1,000.00 or fraction thereof, to and including 50,000.00
50,001.00 - 100,000.00	\$ 1,000.38	for the first 50,000.00 plus	\$ 10.88	for each additional 1,000.00 or fraction thereof, to and including 100,000.00
100,001.00 - 500,000.00	\$ 1,545.04	for the first 100,000.00 plus	\$ 8.55	for each additional 1,000.00 or fraction thereof, to and including 500,000.00
500,001.00 - 1,000,000.00	\$ 5,025.24	for the first 500,000.00 plus	\$ 7.38	for each additional 1,000.00 or fraction thereof, to and including 1,000,000.00
1,000,000.00 - And Up	\$ 8,715.99	for the first 1,000,000.00 plus	\$ 5.67	for each additional 1,000.00 or fraction thereof
Red Tagged work w/o permit		Permit fee plus 3 times permit fee.		
Other inspection fees				
Inspections outside of normal business hours			\$ 105.00	* (mininum charge - Two hours)
Reinspection fees assessed under provisions of section 305.8			\$ 105.00	*
Inspections for which no fee is specifically indicated			\$ 105.00	*
Additional plan review required by changes, additions or revisions to plans			\$ 105.00	*
For use of outside consultants for plan checking and inspections, or both.			Cost	** Actual Cost
* Or the total hourly cost to the jurisdiction, whichever is the greatest.				
This cost shall include supervision, overhead, equipment, hourly wages,				
and fringe benefits of the employees involved.				
** Actual cost includes administrative and overhead costs.				

Building permit fees will be adjusted annually by the annual rate of inflation for a five-year period, as indicated by the Consumer Price Index (CPI), over the period from December to December of each year beginning in January 2021 and ending December 2025. The CPI utilized is the "CPI-u, San Francisco, Oakland, Hayward" for all urban consumers using the October measurement date.

MEP Fees

Mechanical Permit Fees	Existing	New
For the issuance of each mechanical permit.	\$ 65.00	\$ 105.00
For issuing each supplemental permit for which the original permit has not expired, been cancelled or finaled.	\$ 8.05	\$ 12.88
Unit Fee Schedule		
Furnaces		
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 KW)	\$ 16.43	\$ 26.29
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h (29.3 KW)	\$ 20.20	\$ 32.32
For the installation or relocation of each floor furnace, including vent.	\$ 16.43	\$ 26.29
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater.	\$ 16.43	\$ 26.29
Appliance Vents		
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit.	\$ 8.05	\$ 12.88
Repairs or Additions		
For the repair of, alteration of, or additions to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code.	\$ 15.21	\$ 24.34
Boilers, Compressors and Absorption Systems		
For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kw), or each absorption system to and including 100,00 Btu/h (29.3kw)	\$ 16.32	\$ 26.11
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kw), to and including 15 horsepower (52.7kw) or each absorption system over 100,00 Btu/h (29.3kw) to and including 500,000 Btu/h (146.6kw)	\$ 30.14	\$ 48.22
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7kw), to and including 30 horsepower (105.5kw) or each absorption system over 500,000 Btu/h (146.6kw) to and including 1,000,000 Btu/h (293.1kw)	\$ 41.35	\$ 66.16
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kw), to and including 50 horsepower (176kw) or each absorption system over 1,000,000 Btu/h (293.1kw) to and including 1,750,000 Btu/h (512.9kw)	\$ 61.55	\$ 98.48
For the installation or relocation of each boiler or compressor over 50 horsepower (176kw), or each absorption system over 1,750,000 Btu/h (512.9kw)	\$ 102.84	\$ 164.54
Air Handlers		
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto. Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.	\$ 11.82	\$ 18.91
For each air-handling unit over 10,000 (cfm) (4719 L/s)	\$ 20.09	\$ 32.14
Evaporative Coolers		
For each evaporative cooler other than portable type.	\$ 11.82	\$ 18.91
Ventilation and Exhaust		
For each ventilation fan connected to a single duct.	\$ 8.05	\$ 12.88
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit.	\$ 11.82	\$ 18.91
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood.	\$ 11.82	\$ 18.91
Incinerators		
For the installation or relocation of each domestic-type incinerator.	\$ 20.20	\$ 32.32
For the installation or relocation of each commercial or industrial-type incinerator.	\$ 16.10	\$ 25.76
Miscellaneous (Mechanical)		
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in this code.	\$ 11.82	\$ 18.91
Other Inspections and Fees (Mechanical)		
*Inspection outside of normal business hours, per hour (Minimum charge two hours)	\$ 85.00	\$ 105.00
*Reinspection fees assessed under provisions of section 305.5, per inspection.	\$ 85.00	\$ 105.00
*Inspection for which no fee is specifically indicated, per hour (Minimum charge one half hour)	\$ 85.00	\$ 105.00
*Additional plan review required by changes, additions or revisions to plans or to plans which an initial review has been completed. (Minimum charge one half hour)	\$ 85.00	\$ 105.00
*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.		

Note: all MEP fees will be adjusted annually by the annual rate of inflation for a five-year period, as indicated by the Consumer Price Index (CPI), over the period from December to December of each year beginning in January 2021 and ending December 2025. The CPI utilized is the "CPI-u, San Francisco, Oakland, Hayward" for all urban consumers using the October measurement date.

Electrical Permit Fees	Existing	New
For the issuance of each electrical permit.	\$ 65.00	\$ 104.00
For the issuance of each supplemental permit for which the original permit has not expired, been cancelled, or finalized.	\$ 8.05	\$ 12.88
System Fee Schedule (note: the following do not include permit issuing fee)		
New Residential Buildings		
The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time.		
Multifamily - For new multifamily buildings (apartments and condominiums) having three or more dwelling units constructed at the same time, not including area of garages, carports, and accessory buildings, per square ft (0.09m ²)	\$ 0.60	\$ 0.96
Single and two family - For new Single and two family residential buildings constructed at the same time, not including area of garages, carports, and accessory buildings, per square ft (0.09m ²)	\$ 0.60	\$ 0.96
For other types of residential occupancies and for alteration, additions, and modifications to existing residential buildings, use the unit fee schedule.		
Private Swimming Pools		
For new private, in-ground swimming pools for single-family and multifamily occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, under-water lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each pool.	\$ 54.95	\$ 87.92
Carnivals and Circuses		
Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions.		
For electric generators and electrically driven rides, each	\$ 26.09	\$ 41.74
For mechanically driven rides and walk-through attractions or displays having electric lighting, each.	\$ 8.05	\$ 12.88
For a system of area and booth lighting, each	\$ 8.05	\$ 12.88
For permanently installed rides, booths, displays and attractions, use the Unit Fee Schedule.		
For a temporary service power pole or pedestal-mounted receptacle outlets and appurtenances, each	\$ 26.09	\$ 41.74
For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sales lots, fireworks stands, etc. each	\$ 13.65	\$ 21.84
UNIT FEE SCHEDULE		
(Note: The following does not include permit-issuing fee.)		
Receptacle, Switch and Lighting Outlets		
For receptacle, switch, light or other outlets at which current is used or controlled, except services, feeders and meters: First 20, each	\$ 1.22	\$ 1.95
Additional fixtures, each	\$ 0.81	\$ 1.30
Note: For multi-outlet assemblies, each 5 feet (1524 mm) or fraction thereof may be considered as one outlet.		
Lighting Fixtures		
For lighting fixtures, sockets or other lamp-holding devices:		
First 20 fixtures, each	\$ 1.22	\$ 1.95
Additional fixtures, each	\$ 0.81	\$ 1.30
For pole or platform-mounted lighting fixtures, each	\$ 1.22	\$ 1.95
For theatrical-type lighting fixtures or assemblies, each	\$ 1.22	\$ 1.95
Residential Appliances		
For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges, self-contained room, console or through-wall air conditioners; space heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances not exceeding one horsepower (HP) (746 W) in rating, each	\$ 5.27	\$ 8.43
Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.		
Nonresidential Appliances		
For nonresidential appliances and self-contained factory-wired, nonresidential appliances not exceeding 1 horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA), in rating, including medical and dental devices, food, beverage and ice cream cabinets; illuminated show cases, drinking fountains, vending machines, laundry machines, or similar types of equipment, each. Note: For other types of air conditioners and motor-driven appliances having larger electrical ratings, see Power Apparatus.	\$ 5.27	\$ 8.43
Power Apparatus		
For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus, as follows:		
Rating in horsepower (HP), kilowatts (kW), kilovolt-amperes (kVA), or kilovolt-amperes-reactive (kVAR):		
Up to and including 1, each	\$ 5.27	\$ 8.43
Over 1 and not over 10, each	\$ 13.65	\$ 21.84
Over 10 and not over 50, each	\$ 27.31	\$ 43.70
Over 50 and not over 100, each	\$ 54.95	\$ 87.92
Over 100, each	\$ 82.70	\$ 132.32
Note: For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used.		
Note: These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.		

Busways		
For trolley and plug-in-type busways, each 100 feet (30 480 mm) or fraction thereof	\$ 8.05	\$ 12.88
Note: An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in-type busways. Fee not required for portable tools.		
Signs, Outline Lighting and Marquees		
For signs, outline lighting systems or marquees supplied from one branch circuit, each	\$ 27.31	\$ 43.70
For additional branch circuits within the same sign, outline lighting system or marquee, each	\$ 5.27	\$ 8.43
Services		
For services of 600 volts or less and not over 200 amperes in rating, each	\$ 33.86	\$ 54.18
For services of 600 volts or less and over 200 amperes to 1,000 amperes in rating, each	\$ 68.99	\$ 110.38
For services over 600 volts or over 1,000 amperes in rating, each	\$ 137.97	\$ 220.75
Miscellaneous Apparatus, Conduits, and Conductors		
For electrical apparatus, conduits, and conductors for which a permit is required but for which no fee is herein set forth	\$ 20.20	\$ 32.32
Note: This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs or other equipment		
OTHER INSPECTIONS AND FEES (Electrical)		
*Inspection outside of normal business hours, per hour (Minimum charge two hours)	\$ 85.00	\$ 105.00
*Reinspection fees assessed under provisions of section 305.8, per inspection.	\$ 85.00	\$ 105.00
*Inspection for which no fee is specifically indicated, per hour (Minimum charge one half hour)	\$ 85.00	\$ 105.00
*Additional plan review required by changes, additions or revisions to plans or to plans which an initial review has been completed. (Minimum charge one half hour)	\$ 85.00	\$ 105.00
*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.		

Plumbing Fees	Existing	New
For the issuance of each plumbing permit.	\$ 65.00	\$ 104.00
For issuing each supplemental permit for which the original permit has not expired, been cancelled or finaled.	\$ 8.05	\$ 12.88
Unit Fee Schedule		
Fixtures and vents. For each plumbing fixture or trap set of fixtures on one trap. (Including water, drainage piping and backflow protection thereof)	\$ 10.88	\$ 17.41
For repair or alteration of drainage or vent piping each fixture.	\$ 5.27	\$ 8.43
Sewers, Disposal Systems and Interceptors		
For each building sewer and each trailer park sewer.	\$ 27.36	\$ 43.78
For each cesspool.	\$ 41.35	\$ 66.16
For each private sewage disposal system.	\$ 82.70	\$ 132.32
For each industrial waste pretreatment interceptor, including its trap and vent (exception kitchen-type grease interceptors functioning as fixture traps).	\$ 22.09	\$ 35.34
Rainwater systems per drain (inside building).	\$ 10.88	\$ 17.41
Water Piping and Water Heaters		
For installation, alteration, or repair of water piping or water treating equipment, or both, each.	\$ 5.27	\$ 8.43
For each water heater including vent. (For vents only see Table 3-C).	\$ 13.65	\$ 21.84
Gas Piping Systems		
For each gas piping system of one to five outlets.	\$ 6.83	\$ 10.93
For each additional outlet over five, each.	\$ 1.22	\$ 1.95
Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices		
For each lawn sprinkler system on any one meter, including, backflow protection devices thereof.	\$ 16.43	\$ 26.29
For atmospheric-type vacuum breakers or backflow protection devices not included in Item 1: 1 to 5 devices.	\$ 13.65	\$ 21.84
For over 5 devices, each	\$ 2.50	\$ 4.00
For each backflow-protection device other than atmospheric-type vacuum breakers: 2 inches (50.8mm) and smaller.	\$ 13.65	\$ 21.84
Over 2 inches (50.8mm)	\$ 27.36	\$ 43.78
Swimming Pools For Each Swimming Pool Or Spa.		
Public Pool	\$ 101.29	\$ 162.06
Public Spa	\$ 67.43	\$ 107.89
Private pool	\$ 67.43	\$ 107.89
Private Spa	\$ 33.58	\$ 53.73
Miscellaneous (Plumbing)		
For each appliance or price of equipment regulated by the plumbing code but not classed in other appliance categories, or for which no other fee is listed in this code.	\$ 10.88	\$ 17.41
Other Inspections and Fees (Plumbing)		
*Inspection outside of normal business hours, per hour (Minimum charge two hours)	\$ 85.00	\$ 105.00
*Reinspection fees assessed under provisions of section 305.5, per inspection.	\$ 85.00	\$ 105.00
*Inspection for which no fee is specifically indicated, per hour (Minimum charge one half hour)	\$ 85.00	\$ 105.00
*Additional plan review required by changes, additions or revisions to plans or to plans which an initial review has been completed. (Minimum charge one half hour)	\$ 85.00	\$ 105.00
*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.		
City Of Ukiah Fees		
Mandatory Training and Certification surcharge. (based on a % of building permits, plan review, and utility permit fees)	4%	4%
Technology and records management surcharge. (based on a % of building permits, plan review, and utility permit fees)	3%	3%
General plan update fund. (based on a % of building permits, plan review, and utility permit fees)	15%	15%
Temporary certificate of occupancy. (Based on the project size and timeframe.) (60 Days)		
> \$100,000.00	\$ 500.00	\$ 500.00
<\$100,000.00	\$ 1,000.00	\$ 1,000.00
Request for alternate materials and methods review. (100% cost recovery fully burdened rate per hour)	\$ 170.00	\$ 230.00
Appeal to building regulations appeal board. (Two Hours of Building Official time minimum)	Cost	Cost
Postage - 3rd party plan check. (100% cost recovery)		
Red Tagged work without permits violation fee (Permit fee plus violation fee)	1 Times	3 Times
New deck/decking. (per square foot)	\$ 28.00	\$ 37.80
Re-roofing shingles only. (per square foot)	\$ 2.00	\$ 2.70
Re-roof sheathing/ plywood. (per square foot)	\$ 2.00	\$ 2.70
Temporary structure (Max 60 days)	\$ 225.00	\$ 225.00
Residential Solar permit. Max permit Fee 450.00 to come in to compliance with AB 1414	Value	\$ 368.50



AGENDA SUMMARY REPORT

SUBJECT: Receive a Ukiah Landfill Status Update and Approve Amendment of Contract with EBA Engineering for Professional Services.

DEPARTMENT: Public Works **PREPARED BY:** Tim Eriksen, Public Works Director/City Engineer

ATTACHMENTS:

1. Final Closure Design Proposal 11.13.19
2. Agreement-LF closure docs-Feb-6-2002
3. Amend No 1-LF closure docs-Nov-18-2002
4. Amend No 2-LF closure docs-Feb-4-2004
5. Amend No 3-LF closure docs-Feb-6-2007
6. Amend No 4-LF closure docs-Sept-9-2013
7. Amend No 5-LF closure docs-March-13-2015

Summary: The City Council will receive a Ukiah Landfill status update, and consider approving an amendment to the existing contract with EBA Engineering for professional services.

Background:

The Landfill Closure project which will involve construction of a full cap over the 40-acre waste footprint, the construction of a landfill gas extraction and collection system, and various other improvements is currently under review by various agencies. This project is currently in the process of environmental review. The City Council chose to complete an Environmental Impact Report (EIR) to get this project to completion. The EIR draft has been circulated and the timeline for comments on the draft just closed on January 9, 2020.

Staff has been working closely with CalRecycle, the North Coast Regional Water Quality Control Board, the Local Enforcement Agency (Mendocino County Division of Environmental Health), the Mendocino County Air Quality Management District, and EBA Engineering to submit the required information for approval of the City's landfill closure project. City staff has held bi-weekly conference calls with staff from each of the aforementioned agencies to continue an open discussion on the status of various aspects of the closure project. To date, some of the key components of the closure project have been the EIR, the submittal of the revised Closure/Post-Closure Maintenance Plan for the Landfill, the submittal of the 401 permit application and the 404 permit application to the resource agencies and the submittal of financial assurance documents to CalRecycle. EBA Engineering has been key on all these tasks.

The process of closing the landfill has been ongoing since the City stopped accepting solid waste at the facility and the transfer station was constructed and began operation in September of 2001. EBA was hired in 2002 to design the initial closure plan and construction documents. However, the City, in this effort, has hit a multitude of stumbling blocks. Staff has relied on EBA to provide technical expertise prepare documentation to negotiate these hurdles. The City has faced lawsuits, major regulation changes, new technologies, a review of reopening the landfill in the process of getting to closure.

One other major issue that occurred in the fall of 2019 was the untimely loss of the Principal Engineer at EBA Damon Brown. His tragic loss as the managing partner at EBA and for the Ukiah Landfill has caused City staff and EBA staff to pick up the pieces of this project.

Discussion:

The City has never been this close to completing the final closure. There are still many tasks yet to complete including the EIR and final approval of all plans for closure. Staff has been working closely with CalRecycle, the North Coast Regional Water Quality Control Board, the Local Enforcement Agency (Mendocino County Division of Environmental Health), the Mendocino County Air Quality Management District to complete a schedule for closure that all agencies has had input on and have agreed to.

This schedule has the Ukiah Landfill Closure construction commencing in May of 2021. EBA and City Staff have worked together in order to compile what work has been completed and what tasks are remaining. EBA provided a proposal for remaining tasks not covered under the existing contract (Attachment 1). This original contract was executed in February of 2002. Since that time there has been five amendments. The total amount of the previous contract and amendments is \$231,311. The tasks that have been accomplished to date and out of scope of the previous amendments total \$291,229. The remaining tasks included in the proposed amendment total \$120,182. The total proposed amendment is \$411,411. This will bring the total amount of this contract to \$642,722. Please refer to Attachment 2 for a copy of the original contract. All five amendments are also attached for your reference.

The funds for these tasks and the actual construction tasks was anticipated by City staff and is the reason that the City Council increased the surcharge fee at the Ukiah Transfer Station in January of 2017.

Recommended Action: Approve contract amendment with EBA Engineering and associated budget amendment.

BUDGET AMENDMENT REQUIRED: No

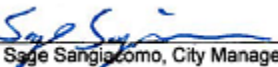
CURRENT BUDGET AMOUNT: 70224500.80230.18025: \$10,343,287

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1213-115-5A

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager



November 13, 2019

Mr. Tim Erikson, P.E.
Director of Public Works
City of Ukiah (City)
300 Seminary Avenue
Ukiah, CA 95482-5400

**RE: PROPOSAL FOR PAST AND FUTURE FINAL CLOSURE
PROFESSIONAL ENGINEERING SERVICES
CITY OF UKIAH LANDFILL
MENDOCINO COUNTY, CALIFORNIA**

Dear Mr. Eriksen:

EBA Engineering (EBA) has prepared this Proposal to address past and future professional engineering services associated with final closure of the City of Ukiah Landfill (Landfill). As you are aware, closure of the Landfill has been in a state of transition for an extended period of time. The transition has been the result of several changes in the final cover design as a means of reducing overall construction costs, coupled most recently with the regulatory agencies' decision to require a minimum foundation layer thickness of two feet as opposed to the previously approved one foot thickness. At this point in time, it appears that the City and the regulatory agencies have come to a mutual understanding on the final cover design, thereby providing a definitive pathway for moving forward with the project.

Due to the proposed transition to the ClosureTurf™ final cover design in the fall of 2015, most of EBA services since that transition has been related to updating construction and permitting documents (i.e., design technical specifications and drawings, revised Design Plans for landfill gas [LFG] collection and control system, revised Final Closure and Postclosure Maintenance Plans [FCPMPs], etc.) to reflect the new design, as well as technical support services for the City's dealings with regulatory agencies on matters related to the thickness of the ClosureTurf™'s geomembrane component and the foundation layer, storm water discharge modifications, and California Environmental Quality Act (CEQA) issues. Many of these tasks were time sensitive to maintain compliance with the Landfill's Notice and Order. Further complicating the project was the City's decision to proceed with the preparation of an Environmental Impact Report (EIR) in defense of a potential law suit by Vichy Springs. In light of the fluid nature of

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(707)544-0784 • FAX (707)544-0866 • www.ebagroup.com

these developments, EBA has not until now had a well-defined work scope to generate a reliable cost proposal to complete the final closure design services. Based on this circumstance and with the exception of a partial billing on December 31, 2015 (i.e., billed remaining portion of budget from May 13, 2015 Amendment #5), EBA has not invoiced the City for services rendered since July 25, 2015. Thus, as part of this Proposal, EBA is seeking reimbursement for services rendered since July 25, 2015, as well as for future design, agency permitting, interim project management (due to postponement of construction until 2021), and bid assistance services from this point forward.

In regards to services already rendered, EBA has reviewed the work performed and compared it to prior tasks of a similar nature to ensure that there was no duplication of effort. For example, there have been several changes in design since 2002 that have entailed the preparation of construction drawings, technical specifications, construction quality assurance (CQA) plans, and engineer's estimates. These changes, which were implemented to either reduce construction costs or requested by the regulatory agencies, have included transitioning from a compacted clay liner to a geosynthetic clay liner (GCL) final cover system, incorporation of drainage and gas relief layers into the GCL final cover design, and most recently the transition to the ClosureTurf™ final cover system. In this regard, only those services associated with the ClosureTurf™ transition are being considered for reimbursement.

Table 1 (attached) provides a summary of the services that have not been invoiced to date. The costs are itemized according to the specific tasks for which the services were performed. The following provides a breakdown of the various services and milestones completed over the period in question:

- Prepared Addendum #2 to the Joint Technical Document (JTD), including revising the FCPMP to present the transition to the ClosureTurf™ final cover system (August 2015).
- Prepared Authority to Construct (ATC) Permit application for submittal to the Mendocino County Air Quality Management District (MCAQMD) (September 2015).
- Prepared revised ATC Permit application at MCAQMD's request to use an alternate application form and to update the LFG Design Plan to account for the transition to the ClosureTurf™ final cover system (October 2015).
- Prepared Initial Study and Mitigated Negative Declaration (November 2015).
- Prepared revised Mitigated Negative Declaration to incorporate City comments (January 2016).
- Prepared revised FCPMP at the request of CalRecycle to incorporate the changes presented in JTD Addendum #2 into a single document (March 2016).

- Prepared and submitted the required 401, 404, and 1602 permits (March 2016).
- Prepared response to regulatory comments to March 2016 FCPMP. In addition, revised the FCPMP to incorporate the regulatory comments as requested by CalRecycle (May 2016).
- Prepared response to comments to May 2016 FCPMP (May 2017).
- Prepared isopach map of soil cover thickness as requested by CalRecycle (July 2017).
- Coordinated survey of power lines extending over the Landfill with Pacific Gas and Electric Company (September 2017 through April 2018).
- Attended meeting with City at the California Regional Water Quality Control Board (RWQCB) to negotiate liner and foundation layer thicknesses (October 2018).
- Prepared Naturally Occurring Asbestos Geologic Evaluation Report as requested by the MCAQMD (January 2019).
- Prepared revised FCPMP, including technical specifications, design plans, CQA Plan, updated LFG Design Plan, and engineers cost estimate to account for design changes resulting from 2-foot foundation layer requirement (April 2019).
- Provided technical support during preparation of the draft EIR as requested by the EIR consultant (July through September, 2019).
- Coordinated resubmittal of 401, 404, and 1602 permits, as well as preparation of Incidental Take Permit for change in classification of foothill yellow-legged frogs (April 2019 to Present).
- Provided various project management duties throughout the period in question that included attendance at meetings, participating in conference calls, responding to regulatory inquiries, and consultation and other services requested by the City.

In regards to future services, there are several primary tasks that require completion prior to commencement of the construction project. These tasks include: redesigning the final grades (landfill and borrow area) to compensate for changes in existing grades as determined by new surveys performed by Munselle Civil Engineering and Land Surveying following the April 2019 submittal; wrapping up final punch list items associated with the construction drawings, technical specifications and CQA plan; completion of the 401, 404, 1602, and Incidental Take Permit resubmittals; interim project management through December 2020; and bid assistance. The cost for these services are summarized in Table 2 (attached).

EBA appreciates the opportunity to submit this Proposal for past and future professional engineering services for the City's consideration. If you should have any questions regarding the information contained herein, please do not hesitate to contact EBA's office at (707) 544-0784.

Regards,
EBA ENGINEERING



Mike Delmanowski, C.E.G., C.Hg.
Senior Hydrogeologist



Attachment: Table 1 – Cost Summary of Previous Services Rendered
Table 2 – Cost Estimate for Final Preparations and Bid Assistance

TABLE 1
COST SUMMARY OF PREVIOUS SERVICES RENDERED
JULY 25, 2015 THROUGH NOVEMBER 8, 2019
CITY OF UKIAH LANDFILL

DESCRIPTION	TOTAL
Task 8 - LFG Design / Specs	\$ 8,551.25
Task 10 - Turf Closure Redesign	\$ 133,181.94
Task 11 - Revise FCPM Plan	\$ 40,216.21
Task 12 - CEQA and Agency Permitting	\$ 27,045.00
Task 13 - EIR Support	\$ 9,585.00
Task 14 - Project Management	\$ 58,966.25
Task 15 - PG&E Survey	\$ 1,627.50
JTD Update	\$ 12,056.50
EXTENDED TOTAL	\$ 291,229.65

TABLE 2
FINAL PREPARATIONS AND BID ASSISTANCE
CITY OF UKIAH LANDFILL

DESCRIPTION	TOTAL
Grading Plan Redesign based on Upated Survey	\$ 33,400.00
Final Punch List Design	\$ 25,000.00
Agency Permitting	\$ 37,182.00
Interim Project Management (1)	\$ 20,000.00
Bid Assistance	\$ 4,600.00
EXTENDED TOTAL	\$ 120,182.00

(1): Estimated for period covering November 2019 through December 2020.

COMBINED TOTAL:	\$ 411,411.65
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CITY OF UKIAH



AGREEMENT FOR PROFESSIONAL SERVICES

PREPARATION OF TECHNICAL AND BID DOCUMENTS FOR CONSTRUCTION OF THE FINAL CAP OF THE UKIAH SOLID WASTE DISPOSAL SITE

This agreement shall be considered a contract, and is entered into this 6th day of February, 2002 (effective date), by and between the CITY OF UKIAH, a general law municipal corporation, hereinafter referred to as "**CITY**" and EBA Engineering, a professional corporation, hereinafter referred to as the "**CONSULTANT**."

PREMISES

The purpose of this agreement is the preparation, by the **CONSULTANT**, of the necessary technical and competitive bid documents for the construction of the final cap of the Ukiah Solid Waste Disposal Site. The scope of work is more particularly described in **CONSULTANT'S** proposal dated August 20, 2001, marked Exhibit "A", and attached to this agreement.

CITY may retain independent contractor to perform special services for **CITY** or any department thereof.

CONSULTANT is willing and able to perform duties and render services as outlined in its proposal. This work has been determined by the City Council to be necessary for the welfare of residents of the **CITY**.

CITY believes the provision of these services is in the best interests of the residents, and **CONSULTANT** agrees to perform such duties and render such services as outlined below:

AGREEMENT

CITY and **CONSULTANT** agree as follows:

ARTICLE I SERVICES OF CONSULTANT

- 1.01** **CONSULTANT** shall provide those technical, expert, and professional services as described in Exhibit "A," which consists of the scope of work, dated August 20, 2001, which is attached hereto as Exhibit "A" and incorporated herein. **CONSULTANT** shall provide such services within the time limits described below.

- 1.02 The absence, omission, or failure to include in this agreement items which are considered to be a part of normal procedure for a project of this type or which involve professional judgment, shall not be used as a basis for submission of inadequate work or incomplete performance.
- 1.03 **CITY** relies upon the professional ability and stated experience of **CONSULTANT** as a material inducement to entering into this agreement. **CONSULTANT** understands the use to which the **CITY** will put his work product and hereby warrants that all project administration, and information contained in the Construction Drawings and Specifications, Construction Quality Assurance Plan, and Engineer's Estimate shall be made and prepared in accordance with generally accepted professional practices.
- 1.04 **CONSULTANT** shall bear the expense of all printing and reproduction costs until the final work product is accepted by the **CITY**, at which time **CONSULTANT** shall turn over to **CITY** all documents.
- 1.05 **CONSULTANT** shall provide a minimum of two copies of the deliverables listed in Proposal under Tasks 1, 2, 3, and 4. A reproducible, mylar set of Construction Drawings and a photo-ready reproducible copy of the Specifications, CQA and Engineer's Estimate shall also be submitted. The Construction Drawings shall be prepared on 24" x 36" sheets or as otherwise agreed upon by the **CITY** and **CONSULTANT**.
- 1.06 **CONSULTANT** anticipates making approximately three trips to Ukiah for investigation or meetings with the **CITY**.
- 1.07 **CONSULTANT** shall perform any additional services as may be required due to significant changes in general scope of the project. Such additional services shall be paid for by supplemental agreement and shall conform to the rates of payment specified in Article V below.

ARTICLE II

SERVICES OF CITY

- 2.01 **CITY** shall provide any information as to its requirements for performance of the agreement not already contained in Exhibit "A."
- 2.02 Upon request, **CITY** shall provide **CONSULTANT** any information in its possession or reasonably available to it that consultant may need to perform services under this agreement.

ARTICLE III

TERM OF AGREEMENT

- 3.01 The term of this agreement shall commence on the effective date and shall terminate when the **CITY** has awarded a contract for the disposal site cap construction.
- This agreement may be extended on its same terms and conditions upon written agreement between the Director of Public Works and **CONSULTANT**.

- 3.02 The execution of this agreement by the **CITY** shall constitute the **CONSULTANT'S** authority to proceed immediately with the performance of the work described by Exhibit "A."
- 3.03 All work by **CONSULTANT** shall be completed pursuant to Exhibit "A" and paragraph 1.05 above in a reasonable timeframe according to the established deadlines. **CONSULTANT** shall not be held responsible for delays caused by circumstances beyond its control.
- 3.04 **CONSULTANT** acknowledges that timely performance of services is an important element of this agreement and will perform services in a timely manner as provided in paragraph 1.05 above and consistent with sound professional practices.
- 3.05 If **CITY** requests significant modifications or changes in the scope of this project the time of performance shall be adjusted appropriately. The number of days of said extension shall be the final decision of **CITY**.

ARTICLE IV **COST OF SERVICES**

- 4.01 **CONSULTANT** has been selected by the **CITY** to provide services described in Exhibit "A," attached hereto and incorporated herein by reference, for which compensation on a time and materials basis shall not exceed thirty-one thousand eight hundred eleven dollars (\$31,811.00) without written authorization.
- 4.02 Cost overruns or failure to perform within the maximum compensation ceiling established in 4.01 above shall not relieve **CONSULTANT** of responsibility to provide those services specified in Exhibit "A", for a total compensation including reimbursable expenses as stated above.

ARTICLE V **PAYMENT FOR SERVICES**

- 5.01 **CITY** shall pay **CONSULTANT** for work required for satisfactory completion of this agreement in amount to be determined in accordance with the method described in paragraph 5.02 below.
- 5.02 Payment scheduling: Total payment not to exceed \$31,811.00 without written authorization from the Director of Public Works. Fees for professional services as outlined herein shall be paid on a time and materials basis. A detailed explanation of services and associated fees shall be listed on each invoice submitted by **CONSULTANT**.
- 5.03 Payments to **CONSULTANT** shall be based on an itemized invoice submitted by **CONSULTANT** not more frequently than monthly.
- 5.04 Payments will be made by **CITY** within thirty (30) days of receipt of invoice from **CONSULTANT**.
- 5.05 If **CITY** substantially alters the scope of work to include additional work, the total payment and cost of services may be changed by amending the agreement.

ARTICLE VI
PROJECT INSPECTION AND ACCOUNTING RECORDS

- 6.01 Duly authorized representatives of the **CITY** shall have right of access to the **CONSULTANT'S** files and records relating to the project included in the agreement and may review the work at appropriate stages during performance of the work.
- 6.02 **CONSULTANT** must maintain accounting records and other evidence pertaining to costs incurred, which records and documents shall be kept available at the **CONSULTANT'S** California office during the contract period and thereafter for three (3) years from the date of final payment.

ARTICLE VII
DISPOSITION OF FINAL WORK PRODUCT

- 7.01 All plans, specifications, associated documentation, and backup data as required by this agreement shall be and shall remain the sole property of **CITY**.
- 7.02 **CONSULTANT'S** attention is directed to the required notice under Government Code Section 7550, which states in part that "any documents or written reports prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost for work by non-employees of the public agency exceeds \$5,000.00."

ARTICLE VIII
TERMINATION OF AGREEMENT

- 8.01 At any time **CITY** may suspend indefinitely or abandon the project, or any part thereof, and may require **CONSULTANT** to suspend the performance of the service.
- In the event the **CITY** abandons or suspends the project, **CONSULTANT** shall receive compensation for services rendered to date of abandonment and suspension in accordance with the provisions of Article V herein.
- 8.02 It is understood and agreed that should **CITY** determine that any part of the work involved in the project is to be suspended indefinitely, abandoned, or canceled, said agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the project shall in no way void or invalidate this agreement as it applies to any remaining portion of the project.
- 8.03 If, in the opinion of the **CITY**, the **CONSULTANT** fails to perform or provide prompt, efficient, and thorough service, or if **CONSULTANT** fails to complete the work within the time limits provided, **CITY** shall have the right to give notice in writing to **CONSULTANT** of its intention to terminate this agreement. The notice shall be delivered to **CONSULTANT** at least seven (7) days prior to the date of termination specified in the notice. Upon such termination, **CITY** shall have the right to take **CONSULTANT'S** studies and reports insofar as they are complete and acceptable to **CITY**, and pay **CONSULTANT** for his performance rendered, in accordance with Article V herein, prior to the delivery of the notice of intent to terminate, less the amount of damages, general or consequential, which **CITY**

may sustain as a result of **CONSULTANT'S** failure to satisfactorily perform his obligations under this agreement.

ARTICLE IX **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

- 9.01** **HOLD HARMLESS:** The **CONSULTANT** shall indemnify and hold harmless the **CITY**, its agents, officers, and employees against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of the **CONSULTANT**, or injuries to or destruction of property, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional wrongful act or omission of the **CONSULTANT**, any subcontractor employed by Consultant, anyone directly or indirectly employed by any of them, or any for whose acts any of them may be liable. **CONSULTANT** shall have no duty to indemnify or defend **CITY** under this paragraph if the damage or injury is caused by the active and sole negligence or willfully wrongful act or omission of **CITY** or its officers or employees. **CITY** agrees to timely notify **CONSULTANT** of any such claim and to cooperate with **CONSULTANT** to allow **CONSULTANT** to defend such a claim. This paragraph shall not prevent a party to this Agreement from asserting any claim it may have against any other party to this Agreement for contribution.

ARTICLE X **INSURANCE**

- 10.01** **CONSULTANT**, at its expense, shall secure and maintain at all times during the entire period of performance of this agreement, insurance as set forth in Exhibit "B", attached hereto, and incorporated herein by reference.

ARTICLE XI **GENERAL COMPLIANCE WITH LAWS**

- 11.01** It is understood and agreed that the **CONSULTANT** will comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this agreement.

ARTICLE XII **NONDISCRIMINATION**

- 12.01** **CONSULTANT** certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other Federal or State laws pertaining to equal employment opportunity and that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, handicap, age, sex, national origin, or ancestry, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation, or termination.
- 12.02** In the event of the **CONSULTANT'S** noncompliance with the nondiscrimination provisions of this agreement, the **CITY** shall impose such contact sanctions as it may determine to be appropriate including, but not limited to:

- a. Withholding of payments to the **CONSULTANT** under the agreement until the **CONSULTANT** complies, and/or
- b. Cancellation, termination, or suspension of the Agreement in whole or in part.

ARTICLE XIII
INDEPENDENT CONSULTANT

- 13.01** The **CONSULTANT**, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the **CITY** by reason hereof, and that it will not by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the **CITY** including, but not limited to, worker's compensation coverage, unemployment benefits, and retirement membership or credit.

ARTICLE XIV
SUCCESSOR AND ASSIGNMENTS

- 14.01** The **CITY** and the **CONSULTANT** each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this agreement, and to the partners, successors, executors, administrators, and assigns to such party in respect to all covenants of this agreement.
- 14.02** Except as stated above, neither the **CITY** nor the **CONSULTANT** shall assign, sublet, or transfer his interest in this agreement without the written consent of the other, however, the **CONSULTANT** reserves the right to assign the proceeds due under this agreement to any bank or person.
- 14.03** In the case of death of one or more members of the firm of the **CONSULTANT**, the surviving member or members shall complete the professional services covered by this agreement.

ARTICLE XV
EXTENT OF AGREEMENT

- 15.01** This agreement shall consist of this agreement, the Scope of Work, dated August 20, 2001, identified as Exhibit "A", as attached hereto and incorporated herein, and the insurance requirements set forth in the attached Exhibit "B."
- 15.02** This agreement constitutes the whole agreement between the **CITY** and **CONSULTANT** and any other representations or agreements are superseded by the terms of this agreement.

ARTICLE XVI
PARAGRAPH HEADINGS

- 16.01** The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this contract.

ARTICLE XVII
NOTICE

17.01 Whenever a notice to a party is required by this agreement, it shall be deemed given when deposited with proper address and postage in the U.S. mail or when personally delivered as follows:

CITY: **City of Ukiah**
Director of Public Works
300 Seminary Avenue
Ukiah, California 95482-5400

CONSULTANT/

CONTRACTOR: **EBA Engineering**
825 Sonoma Ave., Suite C
Santa Rosa, CA 95404-4746

ARTICLE XVIII
DUPLICATE ORIGINALS

18.01 This agreement may be executed in one or more duplicate originals bearing the original signature of both parties and when so executed and such duplicate original shall be admissible as proof of the existence and terms of the agreement between the parties.

ARTICLE XIX
FORUM SELECTION

19.01 **CONSULTANT** and **CITY** stipulate and agree that any litigation relating to the enforcement or interpretation of the agreement, arising out of **CONSULTANT'S** performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

CONSULTANT hereby waives any right it might otherwise have to seek a change of venue based on its status as an out of county corporation, or on any other basis.

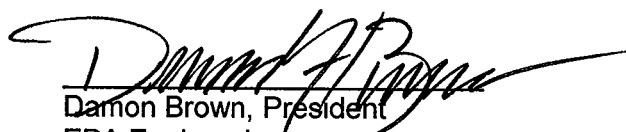
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this agreement in duplicate the day and year first above written.

CITY OF UKIAH


Candace Horsley, City Manager

2-6-02
Date

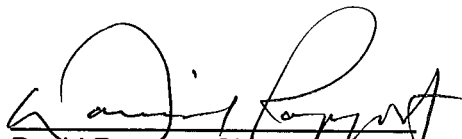
CONSULTANT/CONTRACTOR


Damon Brown, President
EBA Engineering

1/28/02
Date

68-01811868
IRS IDN Number

APPROVED AS TO FORM:


David Rapport, City Attorney

2/6/02
Date

August 20, 2001

Ms. Diana Steel, P.E.
Director of Public Works
Public Works Department
300 Seminary Drive
Ukiah, CA 95482-5400

**RE: Proposal for Final Closure Design
City of Ukiah Landfill
Mendocino County, California
P 135-01**

Dear Ms. Steel:

EBA Engineering is pleased to offer this proposal to provide engineering services to provide final design, construction Plans and Specifications, and technical bid documents for the closure of the Ukiah Landfill. Our proposed scope of work, schedule, and budget for this project are described below.

Proposed Scope of Work

The general proposed scope of work includes providing construction drawings, specifications, and construction quality control documents for closure construction; preparing an engineer's estimate of construction quantities and costs; and providing regulatory coordination. We have defined the following tasks to complete the scope of work based on our experience with these types of projects and our understanding of your needs.

Task 1 – Project Meetings, Regulatory Coordination, and Administration

Work in this task includes attending meetings with the City and regulators to obtain consensus on the design approach and to administer the contract. We have assumed our project manager will conduct three visits to the City over the course of the project for coordination meetings with City or regulatory personnel.

Deliverables: Background data and technical design memoranda may need to be provided in response to regulatory issues.

Task 2 – Construction Drawings

Work in this task includes preparation of a set of construction drawings. A preliminary list of drawings would include the following:

- Cover sheet
- Site Plan
- Foundation Layer Grading Plan
- Final Closure Grading & Drainage Plan
- Perimeter Drainage Plan
- Drainage Profiles
- Sections
- Landfill Cap Details
- Miscellaneous Details (2 to 4 sheets anticipated)

The plans would be submitted to the City at the 80 percent level for review. Following City review and comment, a 100 percent level of drawings would be stamped and transmitted to the City.

For the purposes of this proposal, we assume that the City will direct EBA to utilize the most recent topographic base mapping for use in developing the construction drawings.

Deliverables: - 80%, and 100% construction drawings. Final drawing set submittal will consist of two drawing sets and one set of reproducibles.

Task 3 – Preparation of Specifications; Construction Quality Assurance (CQA) Plan; and Engineer's Estimate

Work on this task will include preparation of technical specifications and a final CQA manual. These shall be submitted for review in draft form with the draft construction drawings at the 80 percent level of completeness. After comments are received and addressed, final copies of these documents shall be transmitted to the City. The technical specifications will be prepared in a format compatible with that recommended by the Construction Specifications Institute.

Based on the construction plans and specifications, a detailed estimate of all material and construction costs for the project will be developed based on quantity takeoff. This cost estimate, including itemized quantities and unit prices, will be used as a benchmark for Contractor's bids on the project. We assume that the City will be responsible for preparing the City of Ukiah's Standard Provisions, Notice to Contractors, Bid Instructions, Bid Forms, Bond Forms, and other contract documents necessary for bidding and contract management.

For the purposes of this proposal we have assumed two draft copies of the bid documents will be submitted to the County for review and comment. Final bid documents will consist of a camera ready copy for publication by the County.

- Deliverables:
- 80% and 100% Technical Specifications
 - 80% and 100% CQA Plan Specifications
 - Final: a camera ready copy for publication by the City.

Task 4 – Bid Assistance

EBA will assist the City during the bidding process including attending a prebid meeting, answering applicable technical questions from bidders, aid in the preparation of bid addendums, if necessary, and assist in evaluating the final bids.

Schedule

EBA is prepared to begin work on this project within one week of receiving written authorization to proceed. We believe final bid documents can be ready for advertisement approximately 16 weeks following authorization to proceed.

Cost Estimate

The estimated cost for the final design scope of work is **\$31,811**. An itemized breakdown of the estimated costs by task is presented in the attached Table 1, Cost Summary. EBA will not exceed the cost estimate without written authorization. Actual costs will be billed on a time-and-expense basis in accordance with our attached standard fee schedule.

Closing

EBA appreciates the opportunity to be of service to the City of Ukiah on this project. If you should have any questions regarding the information contained herein, please do not hesitate to contact our office at (707) 544-0784. Again, thank you for giving EBA the opportunity to provide engineering consulting services to the City of Ukiah.

Sincerely,
EBA ENGINEERING



Damon F. Brown, C.E.G., C.H.G.
Vice President & Chief Geologist

DFB/mc

Attachments: Cost Summary
EBA Standard Schedule of Fees

TABLE 1 - COST SUMMARY

**CITY OF UKIAH LANDFILL
FINAL CONSTRUCTION DESIGN
CITY OF UKIAH, DEPARTMENT OF PUBLIC WORKS**

TASK	EBA Direct Labor	Misc. Costs	Total Estimated Cost
TASK 1 - PROJECT COORDINATION	\$ 2,730	\$135	\$ 2,865
TASK 2 - CONSTRUCTION DRAWINGS	\$ 14,260	\$250	\$ 14,510
TASK 3 - SPECIFICATIONS, CQA PLAN & ENG. ESTIMATE	\$ 11,384	\$700	\$ 12,084
TASK 4 - BID ASSISTANCE	\$ 2,352	\$0	\$ 2,352
TOTAL:	\$ 30,726	\$ 1,085	\$ 31,811

EBA ENGINEERING

STANDARD SCHEDULE OF FEES AND RATES

Principal Engineer	\$140.00 per hour
Chief Geologist/Chief Engineer	\$105.00 per hour
Senior Geologist/Senior Engineer	\$ 85.00 - \$ 90.00 per hour
Project Geologist/Project Engineer	\$ 75.00 - \$ 85.00 per hour
Staff Geologist/Staff Engineer	\$ 60.00 - \$ 75.00 per hour
Survey: 3 Man Crew (incl. equipment)	\$185.00 per hour
Survey: 2 Man Crew (incl. equipment)	\$145.00 per hour
Environmental Specialist.....	\$ 45.00 - \$ 60.00 per hour
Senior Environmental Specialist	\$ 70.00 per hour
Design Draftsperson	\$ 60.00 per hour
Wordprocessing.....	\$ 42.00 per hour
Clerical	\$ 40.00 per hour
Administrative.....	\$ 55.00 per hour
Systems Manager	\$ 60.00 per hour
Depositions or court proceedings	150% of usual rates
Subconsultants.....	Cost plus 15%
Prints and materials	Cost plus 15%
Miscellaneous expenses	Cost plus 15%

Effective March 1998

EXHIBIT "B"

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Commercial General Liability Coverage Form No. CG 00 01 11 85.
2. ISO Form No. CA 0001 (Ed. 1/78) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Professional Liability Insurance covering damages which may result from errors, omissions, or acts of professional negligence by Consultant.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Professional Liability Coverage: \$500,000 combined single limit per occurrence. If the coverage is an aggregate limit, the aggregate limit must apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the per occurrence limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

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

2. Worker's Compensation and Employers Liability Coverage

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

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend from January 30, 2002 to May 22, 2002, or until work under this agreement is complete.

4. All Coverages

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

E. Acceptability of Insurers

Except for professional liability insurance, insurance is to be placed with insurers with a Best's rating of no less than A:VII and who are admitted insurers in the State of California. Professional liability insurance may be underwritten by Lloyds of London.

F. Verification of Coverage

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

G. Subcontractors

If Consultant uses subcontractors or sub-consultants, it shall cover them under its policies or require them to separately comply with these insurance requirements.

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/06/2002
PRODUCER (707) 579-5200 FAX (707) 546-8021 Rogers & Young Insurance Services LLC 2455 Bennett Valley Rd. #A-200 Santa Rosa, CA 95404		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		INSURERS AFFORDING COVERAGE
INSURED EBA Wastechнологies 825 Sonoma Avenue Santa Rosa, CA 95404		INSURER A: Gulf Underwriters Insurance Co A+IX INSURER B: UNIGARD INSURANCE COMPANY AvIII INSURER C: STATE FUND INSURANCE OK per Diana INSURER D: INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	GU2835596	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
	☒ Professional Liab.				PERSONAL & ADV INJURY \$ 2,000,000
	☒ Pollution Liab				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS COMP/OP AGG \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC				
					PROFESSIONAL & POLLUTION LIABILITY IS CLAIMS MADE
B	AUTOMOBILE LIABILITY	PX808817	07/01/2001	07/01/2002	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	☒ NON-OWNED AUTOS				OTHER THAN EA ACC AGG \$
	GARAGE LIABILITY				
	☐ ANY AUTO				
	EXCESS LIABILITY				
	☐ OCCUR ☐ CLAIMS MADE				
	☐ DEDUCTIBLE				
	☐ RETENTION \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	9232201	07/01/2001	07/01/2002	☒ WC STATUTORY LIMITS ☐ OTHER
	E.L. EACH ACCIDENT \$ 1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE CITY OF UKIAH, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAME ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENT.

RE: UKIAH SOLID WASTE DISPOSAL SITE, UKIAH, CA

SITE PLAN PREPARATION FOR FINAL CAP

10 DAY NOTICE OF CANCELLATION IS GIVEN FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER ☒ ADDITIONAL INSURED; INSURER LETTER: A CANCELLATION

CITY OF UKIAH
ATTN: RICK SEANOR
300 SEMINARY AVENUE
UKIAH, CA 95482

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Frank Sehn

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Gulf Insurance Group

Insured: EBA WASTECHNOLOGIES

Effective Date: 07/01/2001

AUTOMATIC ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

Name of Person or Organization:

Any person(s) or organization(s) whom the Name Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Frank Sebrize
Authorized Representative

2/6/02
Date

CITY OF UKIAH

AMENDMENT 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

PREPARATION OF TECHNICAL AND BID DOCUMENTS FOR CONSTRUCTION OF THE FINAL CAP OF THE UKIAH SOLID WASTE DISPOSAL SITE

This Amendment to the above mentioned Agreement dated February 6, 2002 is entered into this 18th day of November, 2002 (effective date), by and between the CITY OF UKIAH, a general law municipal corporation, hereinafter referred to as "**CITY**" and EBA Engineering, Civil and Environmental Engineers, a professional corporation, hereinafter referred to as the "**CONSULTANT**."

PREMISES

The purpose of this amendment is to authorize **CONSULTANT** to provide a Cost Feasibility Analysis for a GCL Engineered Alternative and to plan, prepare and complete an Engineered Alternative Analysis for the Ukiah Solid Waste Disposal Site, as allowed by Title 27, California Code of Regulations (CCR) §20080(b). The scope of work is more particularly described in the Consultant's Proposals dated August 22, 2001 and February 28, 2002, marked "Exhibit A" and "Exhibit B" respectively, and attached hereto and incorporated herein.

The **CITY** has directed the **CONSULTANT** to pursue, on its behalf, the approval of governing agencies for the construction of an Engineered Alternative cap design.

The work of the **CONSULTANT** to be performed as matter of this Amendment will constitute an integral part of the Technical and Bid Documents for the Construction of the Final Cap of the Ukiah Solid Waste Disposal Site.

AGREEMENT

CITY and **CONSULTANT** agree to the following changes to the Agreement dated February 6, 2002. All other terms and conditions of the Agreement shall remain the same.

ARTICLE I SERVICES OF CONSULTANT

Add the following sections to Article I of the Agreement:

- 1.01a In addition to the services listed in Paragraph 1.01 of the Agreement, **CONSULTANT** shall also provide those technical, expert, and professional Study/Report preparation services as described in the above described Exhibits A and B, which more fully describe the scope of work. **CONSULTANT** shall provide such services within the time limits described below.
- 1.05a **CONSULTANT** has delivered a draft letter report and a final letter report summarizing its findings on the Cost Feasibility Analysis for a GCL Engineered Alternative in support of its 2002-2003 Budget preparations.

CONSULTANT shall deliver one (1) copy of the *Draft GCL Engineered Alternative Study* within six (6) weeks of contract execution. One (1) copy of the *Draft Study* shall be submitted within two (2) weeks of receipt of all staff comments. One (1) copy of the *Final Study* shall be submitted within two (2) weeks of the receipt of final comments on the Draft Document.

- 1.06a **CONSULTANT** shall be responsible for attendance at meetings with the **CITY** and Regional Water Quality Control Board as determined and required by **CITY** and will be reimbursed on a time-and-expense basis for said meetings.

ARTICLE III **TERM OF AGREEMENT**

Add the following sections to Article III of the Agreement:

- 3.01a The term of this Amendment shall commence on the effective date and shall terminate when the **CITY** has formally accepted the final version of the Final Reports summarizing the Engineered Alternative Analyses. This amendment may be extended on its same terms and conditions upon written agreement between the Director of Public Works/City Engineer and **CONSULTANT**.

ARTICLE IV **COST OF SERVICES**

Add the following sections to Article IV of the Agreement:

- 4.01a **CONSULTANT** has been selected by the **CITY** to provide these additional services described in Exhibits A and B, attached hereto and incorporated herein by reference, for which compensation shall not exceed a combined total of seven thousand six hundred dollars (\$7,600.00) on a time and materials basis without the express written authorization of the CITY.
- 4.02a Cost overruns or failure to perform within the maximum compensation ceiling established in 4.01 above for the work added by this Amendment shall not relieve **CONSULTANT** of responsibility to provide those services specified in Exhibits A and B.

ARTICLE V **PAYMENT FOR SERVICES**

Add the following section to Article V of the Agreement:

- 5.01a Payment scheduling: Total payment for work added by this Amendment shall not to exceed \$7,600.00 without express written authorization of the CITY. Fees for professional services as outlined herein shall be paid on a time and materials basis. A detailed explanation of services and associated fees shall be listed on each invoice submitted by **CONSULTANT**.

ARTICLE XV **EXTENT OF AMENDED AGREEMENT**

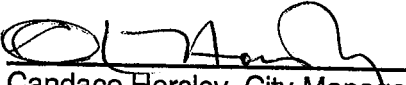
Replace the following sections to Article XV of the Agreement:

- 15.01 The amended Agreement shall consist of the Agreement, dated February 6, 2002, and this amendment, together with **CONSULTANT'S** proposals dated August 22, 2001 and February 28, 2002, identified as Exhibits A and B, as attached hereto and incorporated herein.
- 15.02 The amended Agreement constitutes the whole Agreement between the **CITY** and **CONSULTANT** and any other representations or agreements are superseded by the terms of this amended Agreement.

EXECUTION OF AMENDMENT

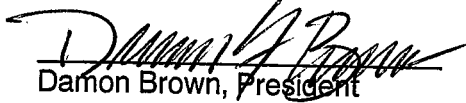
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Amendment in duplicate the day and year first above written.

CITY OF UKIAH


Candace Horsley, City Manager

11-14-02
Date

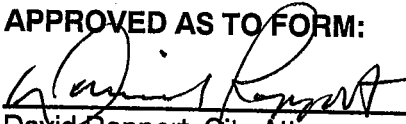
EBA ENGINEERING


Damon Brown, President
EBA Engineering

68-01811868
IRS IDN Number

11/14/02
Date

APPROVED AS TO FORM:


David Rapport, City Attorney

11-18-02
Date

August 22, 2001

Ms. Diana Steel, P.E.
Director of Public Works
Public Works Department
300 Seminary Drive
Ukiah, CA 95482-5400

**RE: Proposal for Engineered Alternative Analysis
City of Ukiah Landfill
Mendocino County, California
P 135-01**

Dear Ms. Steel:

EBA Engineering is pleased to present this proposal to develop an engineered alternative cover analysis for final closure of the Ukiah Landfill.

During landfill operations approximately two to three feet of intermediate cover was reportedly placed on all landfill areas upon reaching final grade. Title 27, California Code of Regulations (CCR) requires a minimum 2-foot thick compacted foundation layer underlying the low permeability layer of a final closure cover. The City proposes to utilize the in-place cover soil to meet the foundation layer requirements, but desires to compact only the top 1-foot. The Regional Water Quality Control Board, North Coast Region (RWQCB) has determined that this is considered a significant variance to the prescriptive standard and requested the City of Ukiah to develop an Engineered Alternative Analysis to demonstrate that the change is consistent with the performance goals of the prescriptive standard and affords equivalent protection against water quality impairment.

Title 27, California Code of Regulations (CCR), §20080(b) allows the consideration and approval of engineered alternatives to the prescriptive standard when the prescriptive standard is not feasible and there is a specific engineered alternative that is consistent with the performance goals addressed by the prescriptive standard; and which affords equivalent protection against water quality impairment. In accordance with Title 27 CCR §20080(c), to establish that compliance with the prescriptive standard is not feasible, the discharger must demonstrate that the prescriptive standard is either unreasonably and unnecessarily burdensome and will cost substantially more than alternatives which meet the criteria in §20080(b); or is impractical and will not promote attainment of applicable performance standards.

EBA proposes to develop a engineered alternative which includes (1) the site operational and

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EXHIBIT A
Page 2 of 3
performance history of the landfill; (2) regulatory history and the reason for the prescriptive foundation layer; (3) the physical and mechanical properties involved; (4) economic properties of the preferred alternative; (5) an economic analysis of various alternatives, (6) a proposed scope of work to demonstrate the physical and mechanical properties of the preferred alternative; and (7) conclusions that are consistent with the performance goals addressed by the prescriptive standard and afford equivalent protection against water quality impairment, and therefore, meet the criteria of Title 27 CCR, Section 20080(b) for engineered alternatives. In addition, EBA will attend meetings (as directed by the City) with City and RWQCB staff to clarify elements of the engineered alternative.

Deliverables will include two draft and two final reports. EBA is prepared to begin work immediately upon receiving written authorization to proceed. We estimate submittal of a draft report for City review three to four weeks following authorization.

EBA estimates the cost to prepare the Engineered Alternative Analysis is \$5,000. EBA will not exceed the cost estimate without written authorization. Because of the uncertainties associated in predicting the level of effort that may be required to respond to RWQCB comments regarding the engineered alternative, EBA proposes to provide this service on a time-and-expense basis in accordance with our enclosed Standard Schedule of Fees and Rates.

EBA appreciates the opportunity to be of service to the City of Ukiah on this project. If you should have any questions regarding the information contained herein, please do not hesitate to contact our office at (707) 544-0784. Again, thank you for giving EBA the opportunity to provide engineering consulting services to the City of Ukiah.

Sincerely,

EBA ENGINEERING



Damon F. Brown, C.E.G., C.H.G.
Vice President & Chief Geologist

DFB/mc

Attachments: EBA Standard Schedule of Fees and Rates



STANDARD SCHEDULE OF FEES AND RATES

Principal Geologist/Principal Engineer.....	\$105.00 per hour
Senior Geologist/Senior Engineer.....	\$ 85.00 - \$ 90.00 per hour
Project Geologist/Project Engineer.....	\$ 75.00 - \$ 85.00 per hour
Staff Geologist/Staff Engineer.....	\$ 60.00 - \$ 75.00 per hour
Engineering Technician	\$ 70.00 per hour
Survey: 3 Man Crew (incl. equipment).....	\$185.00 per hour
Survey: 2 Man Crew (incl. equipment).....	\$165.00 per hour
Senior Environmental Specialist.....	\$ 65.00 per hour
Environmental Specialist.....	\$ 40.00 - \$ 60.00 per hour
Design Draftsperson.....	\$ 60.00 per hour
Word Processing.....	\$ 42.00 per hour
Clerical.....	\$ 40.00 per hour
Administrative.....	\$ 55.00 per hour
Systems Manager	\$ 60.00 per hour
Depositions or court proceedings.....	150% of usual rates
Subconsultants	Cost plus 15%
Prints and materials.....	Cost plus 15%
Miscellaneous expenses.....	Cost plus 15%

Effective September 2001

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825 Sonoma Avenue, Suite C Santa Rosa, California 95404 (707) 544-0784 FAX (707) 544-0866
Also in Southern California

February 28, 2002

Ms. Diana Steel, P.E.
Director of Public Works
Public Works Department
300 Seminary Drive
Ukiah, CA 95482-5400

RE: Proposal for GCL Engineering Feasibility Analysis
City of Ukiah Landfill
Mendocino County, California
P 135-01

Dear Ms. Steel:

EBA Engineering is pleased to present this proposal to conduct an engineering feasibility analysis comparing the technical and economic feasibility of using a Geosynthetic Clay Liner (GCL) as an engineered alternative to the Compacted Clay Liner (CCL) design prescribed by the State for the final closure of the Ukiah Landfill.

The results of large scale direct shear testing performed recently between site soils and a reinforced double non-woven needle punched (NW-NP) GCL indicate that the use of a NW-NP GCL may be an acceptable alternative for use on the steep slopes at the landfill. It is our understanding that the City of Ukiah desires EBA to perform an analysis to confirm that the GCL alternative will meet slope stability requirements under both static and dynamic conditions in accordance with Title 27, California Code of Regulations (CCR). EBA will reevaluate slope stability using the parameters presented in the Final Closure Plan prepared for the site and the results of the direct shear testing referenced above.

An economic feasibility analysis will also be conducted which compares the cost of construction and quality assurance testing of a State prescriptive CCL and the GCL alternative. When sufficient clay deposits are located at a site, the costs associated with constructing and certifying a CCL are generally less than a GCL. However, in our experience the cost of placing a CCL on steep slopes, such as those of the Ukiah Landfill, usually exceeds the cost of installing a GCL.

Deliverables will include submittal of a draft and final letter report. EBA is prepared to begin work immediately upon receiving written authorization to proceed. We estimate submittal of a draft report for City review in two to three weeks following authorization.

L:\Project\907\Task 5 - GCL, Final GCL Eng Feasibility.ltr.doc

825 Sonoma Avenue, Suite C Santa Rosa, California 95404 (707) 544-0784 FAX (707) 544-0866
Also in Southern California

EBA estimates the cost to prepare the Engineering Feasibility Analysis is \$2,600. The services outlined above will be provided on a time-and-expense basis in accordance with our enclosed Standard Schedule of Fees and Rates. EBA will not exceed the cost estimate without written authorization.

It should be noted that if the GCL alternative is found to be both technically and economically feasible, an Engineered Alternative Analysis must be prepared and submitted as a revision to the Final Closure Plan for the landfill. If at that time the City wishes to proceed with an Engineered Alternative Analysis EBA would recommend performing the work in accordance with our letter proposal, dated August 22, 2001 with the understanding that the focus would be on a GCL alternative rather than a foundation layer alternative and that the cost to perform the work would be the same.

EBA appreciates the opportunity to be of service to the City of Ukiah on this project. If you should have any questions regarding the information contained herein, please do not hesitate to contact our office at (707) 544-0784. Again, thank you for giving EBA the opportunity to provide engineering consulting services to the City of Ukiah.

Sincerely,
EBA ENGINEERING


Damon F. Brown, C.E.C., C.H.G.
President

DFB/mc

Attachments: EBA Standard Schedule of Fees and Rates



STANDARD SCHEDULE OF FEES AND RATES

Principal Geologist/Principal Engineer.....	\$105.00 per hour
Senior Geologist/Senior Engineer.....	\$ 85.00 - \$ 90.00 per hour
Project Geologist/Project Engineer.....	\$ 75.00 - \$ 85.00 per hour
Staff Geologist/Staff Engineer.....	\$ 60.00 - \$ 75.00 per hour
Engineering Technician	\$ 70.00 per hour
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Survey: 2 Man Crew (incl. equipment).....	\$165.00 per hour
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Word Processing.....	\$ 42.00 per hour
Clerical.....	\$ 40.00 per hour
Administrative.....	\$ 55.00 per hour
Systems Manager	\$ 60.00 per hour
Depositions or court proceedings.....	150% of usual rates
Subconsultants	Cost plus 15%
Prints and materials.....	Cost plus 15%
Miscellaneous expenses.....	Cost plus 15%

Effective September 2001

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825 Sonoma Avenue, Suite C Santa Rosa, California 95404 (707) 544-0784 FAX (707) 544-0866
Also in Southern California

CITY OF UKIAH

AMENDMENT 2 TO AGREEMENT FOR PROFESSIONAL SERVICES

PREPARATION OF TECHNICAL AND BID DOCUMENTS FOR CONSTRUCTION OF THE FINAL CAP OF THE UKIAH SOLID WASTE DISPOSAL SITE

This Amendment to the above mentioned Agreement dated February 6, 2002 is entered into this 14th day of FEBRUARY, 2004 (effective date), by and between the CITY OF UKIAH, a general law municipal corporation, hereinafter referred to as "CITY" and EBA Engineering, Civil and Environmental Engineers, a professional corporation, hereinafter referred to as the "CONSULTANT."

PREMISES

The purpose of this amendment is to authorize **CONSULTANT** to provide assistance in the evaluation and preparation of financial assurance submittals for the City of Ukiah Solid Waste Disposal Site. The scope of work is more particularly described in the Consultant's Proposal dated September 12, 2003, marked "Exhibit A" and attached hereto and incorporated herein.

The City Council of the City of Ukiah approved this Amendment to the Agreement and the associated budget for the work at its regularly scheduled meeting of December 3, 2003.

AGREEMENT

CITY and **CONSULTANT** agree to the following changes to the Agreement dated February 6, 2002. All other terms and conditions of the Agreement shall remain the same.

ARTICLE I SERVICES OF CONSULTANT

Add the following sections to Article I of the Agreement:

- 1.01b** In addition to the services listed in Paragraph 1.01 of the Agreement and Paragraph 1.01a of Amendment 1, **CONSULTANT** shall also provide those technical, expert, and professional Study/Report/Submittal preparation services as described in the above described Exhibit A which more fully describes the scope of work. **CONSULTANT** shall provide such services within the time limits described below.
- 1.05b** **CONSULTANT** shall provide the appropriate number of copies for submittal to the California Integrated Waste Management Board (CIWMB) and the California Regional Water Quality Control Board (CRWQCB) plus 2 copies for the City files.

ARTICLE III
TERM OF AGREEMENT

Add the following section to Article III of the Agreement:

- 3.01b** **CONSULTANT** shall commence work on the tasks of this Amendment within two weeks of receiving executed Amendment and work shall be complete within four weeks of commencing work.

ARTICLE IV
COST OF SERVICES

Add the following sections to Article IV of the Agreement:

- 4.01b** **CONSULTANT** has been selected by the **CITY** to provide these additional services described in Exhibits A, attached hereto and incorporated herein by reference, for which compensation shall not exceed a combined total of five-thousand one-hundred sixty dollars (\$5,160.00) on a time and materials basis without the express written authorization of the CITY.
- 4.02b** Cost overruns or failure to perform within the maximum compensation ceiling established in 4.01 of the original agreement, 4.01a of Amendment 1 and 4.01b above for the work added by this Amendment 2 shall not relieve **CONSULTANT** of responsibility to provide those services specified in the Exhibits to the Agreement, and Amendments 1 and 2.

ARTICLE V
PAYMENT FOR SERVICES

Add the following section to Article V of the Agreement:

- 5.01b** Payment scheduling: Total payment for work added by this Amendment 2 shall not to exceed \$5,160.00 without express written authorization of the CITY. Fees for professional services as outlined herein shall be paid on a time and materials basis. A detailed explanation of services and associated fees shall be listed on each invoice submitted by **CONSULTANT**.

ARTICLE XV
EXTENT OF AMENDED AGREEMENT

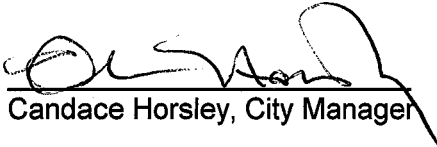
The following sections amend Article XV of the Agreement:

- 15.01** The amended Agreement shall consist of the original Agreement referenced in the title hereto, including the Scope of Work, dated May 2001, identified as Exhibit "A", and attached thereto, and the insurance requirements set forth in the Exhibit "B," attached thereto; the Amendment No. 1 to that Agreement, dated February 6, 2002, together with **CONSULTANT'S** proposals dated August 22, 2001 and February 28, 2002, identified as Exhibits A and B thereto, and this Amendment No. 2, together with **CONSULTANT'S** proposal dated September 12, 2003, which is attached hereto and incorporated herein.
- 15.02** The amended Agreement constitutes the whole Agreement between the **CITY** and **CONSULTANT** and any other representations or agreements are superseded by the terms of this amended Agreement.

EXECUTION OF AMENDMENT

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Amendment in duplicate the day and year first above written.

CITY OF UKIAH


Candace Horsley, City Manager

2-3-04
Date

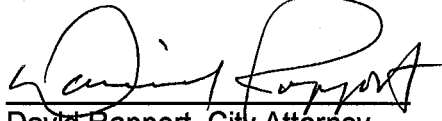
EBA ENGINEERING


Damon Brown, President
EBA Engineering

68-018186
IRS IDN Number

1/28/04
Date

APPROVED AS TO FORM:


David Rapport, City Attorney

2-4-04
Date



September 12, 2003

Ms. Diana Steele, P.E.
Director of Public Works
City of Ukiah, Department of Public Works (City)
300 Seminary Avenue
Ukiah, CA 95482

**RE: PROPOSAL FOR FINANCIAL ASSURANCE ASSISTANCE
CITY OF UKIAH LANDFILL (LANDFILL)
MENDOCINO COUNTY, CALIFORNIA**

Dear Ms. Steele:

EBA Engineering (EBA) appreciates the opportunity to submit this proposal to assist the City in the evaluation and preparation of the financial assurance submittal for corrective action at the Landfill as required in Title 27 of the California Code of Regulations (27 CCR), §22220 through §22222. Based on previous conversations, it is EBA's understanding that the desired scope of work will entail the following:

- Review and evaluate the previous Corrective Action Plan (CAP) submittals prepared by Dames & Moore and EBA;
- Validate and/or update the assumptions used in the CAPs;
- Update the previous cost estimates, as appropriate; and
- Prepare the financial assurance package for submittal to the regulatory agencies.

EBA is prepared to proceed with this project within two (2) weeks from receipt of a written notice to proceed. The time required to complete the proposed work is approximately three (3) to (4) weeks.

The estimated cost to implement the scope of work presented herein is **\$5,160**. It is EBA's understanding that, if this proposal is acceptable, the work will be authorized as an amendment to our existing closure contract with the City.

Thank you again for the opportunity to be of service to the City. If you should have any questions regarding the information contained herein, please do not hesitate to contact our office at (707) 544-0784.

Sincerely,
EBA ENGINEERING

Mike Delmanowski, C.E.G., C. Hg.
Senior Hydrogeologist

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**AMENDMENT 3
TO
AGREEMENT FOR PROFESSIONAL SERVICES**

**PREPARATION OF TECHNICAL AND BID DOCUMENTS FOR
CONSTRUCTION OF THE FINAL CAP OF THE
UKIAH SOLID WASTE DISPOSAL SITE**

This Amendment to the above mentioned Agreement dated February 6, 2002 is entered into this _____ day of _____, 2007 (effective date), by and between the CITY OF UKIAH, a general law municipal corporation, hereinafter referred to as "CITY" and EBA Engineering, Civil and Environmental Engineers, a professional corporation, hereinafter referred to as the "CONSULTANT".

PREMISES

The purpose of this amendment is to authorize **CONSULTANT** to provide services related to the preparation of a Joint Technical Document (JTD) which is being requested by the California Regional Water Quality Control Board, North Coast Region (NCRWQCB) as part of their review and approval of the proposed final closure of the CITY'S landfill, to reimburse **CONSULTANT** for providing additional services as requested by the CITY, and to revise and update the scope of work described in Article 1 and the compensation provisions described in Article IV of the Agreement. The scope of work related to the preparation of the JTD and the revised scope of work related to the preparation of the Construction Documents are more particularly described in the **CONSULTANT'S** Proposal dated December 21, 2006, marked "Exhibit "A" and attached hereto and incorporated herein.

The City Council of **CITY** approved this Amendment No. 3 to the Agreement and the associated budget revisions for the additional and revised work at its regularly scheduled meeting of January 3, 2007.

AGREEMENT

CITY and **CONSULTANT** agree to the following changes to the Agreement dated February 6, 2002. All other terms and conditions of the Agreement and previously executed Amendments not modified by this Amendment shall remain in full force and effect.

ARTICLE I
SERVICES OF CONSULTANT

Section 1.01 of Article I of the Agreement is modified by the addition of the following:

"Task 2 of Exhibit A dated August 20, 2001 is modified by the addition of the noted design concept changes identified under the paragraph heading *Construction Documents* found on pages 3 and 4 of Exhibit A dated December 21, 2006 of this Amendment"

Add the following Sections to Article I of the Agreement:

1.01c In addition to the services listed in paragraph 1.01 of the Agreement, paragraph 1.01a of Amendment 1, and paragraph 1.01b of Amendment 2, **CONSULTANT** shall also provide those technical, expert, and professional services required for the preparation of a Joint Technical document (JTD) as described in Attachment 1 of Exhibit A of this Amendment.

1.01d CONSULTANT has provided services as requested by the **CITY** that are additional services to the Agreement and previously executed Amendments. These additional services were provided without the benefit of an executed Amendment or supplemental agreement and compensation for the additional services was expensed as time and expense charges against the monetary budget established in Section 4.01 of the Agreement. The Additional services so provided are designated in Exhibit A of this Amendment.

1.05c CONSULTANT shall provide the appropriate number of copies of the completed JTD for submittal to the California Integrated Waste Management Board (CIWMB) and the NCRWQCB plus two (2) copies for the City files.

1.08 CONSULTANT shall address any NCRWQCB comments to the JTD as additional services pursuant to the provisions of Section 1.07 of the Agreement.

ARTICLE II
SERVICES OF CITY

Add the following Section to Article ii of the Agreement:

2.03 CITY shall be responsible for compiling designated information that is to be included in the JTD by **CONSULTANT**. The designated information to be provided by **CITY** was discussed on October 13, 2006 and includes but is not limited to as-builts for the leachate collection system, identification of all interested parties as to issues pertaining to the landfill, locating nearby water supply wells and the acquisition of associated Water Well driller's Reports.

ARTICLE III
TERM OF AGREEMENT

Add the following Section to Article III of the Agreement:

3.02a CONSULTANT shall commence work on the preparation of the JTD upon receiving a written Notice to Proceed from the **CITY** and the draft copy of the JTD shall be completed within eight (8) weeks commencing with the receipt by **CONSULTANT** of the Notice to Proceed.

ARTICLE IV **COST OF SERVICES**

Section 4.01 of Article IV is deleted and replaced with the following new section:

4.01 CONSULTANT shall provide services described in Section 1.01 of Article I of the Agreement as modified by this Amendment for which compensation will be made for services rendered on a time and expense basis not to exceed a total compensation of seventy thousand forty dollars (\$70,040) without the express written authorization of the **CITY**.

Add the following Sections to Article IV of the Agreement:

4.01c CONSULTANT shall provide services described in Section 1.01c of Article I of the Agreement as added by this Amendment for which compensation will be made for services rendered on a time and expense basis not to exceed a total compensation of twenty eight thousand three hundred ninety one dollars (\$28,391) without the express written authorization of the **CITY**.

4.01d CONSULTANT has provided additional services as these services are describe in Section 1.01d of the Agreement and which are outside the scope of work of the Agreement and said additional services have been expensed against the monetary budget established in Section 4.01 as that Section existed prior to being modified by this Amendment. Consultant has been paid eighteen thousand nine hundred seventy five dollars (\$18,975) for said additional services and no additional compensation will be allowed therefore.

ARTICLE V **PAYMENT FOR SERVICES**

Section 5.02 of the Agreement is deleted and replaced with the following Section:

5.02 Payment Scheduling: Total payment not to exceed \$70,040 without written authorization from the **CITY** for that work to be performed in accordance with Section 1.01 as this Section is revised by this Amendment. Fees for professional services as outlined herein shall be paid on a time and expense basis. A detailed explanation of services and the associated fees shall be itemized on each invoice submitted by **CONSULTANT**. The approved labor rates and fees for direct costs are shown on **CONSULTANT'S** "Standard Schedule of Fees and Rates" which is included in Attachment A of this Amendment.

Add the following Sections to Article V of the Agreement:

5.01c Payment Scheduling: Total payment not to exceed \$28,391 without written authorization from the **CITY** for that work to be performed in accordance with Section 1.01c which has been added to the Agreement by this Amendment. Fees for professional services as outlined herein shall be paid on a time and expense basis. A detailed explanation of services and the associated fees shall be itemized on each invoice submitted by **CONSULTANT**. The approved labor rates and fees for direct costs are shown on **CONSULTANT'S** "Standard Schedule of Fees and Rates" which is included in Attachment A of this Amendment.

ARTICLE XV
EXTENT OF AMENDED AGREEMENT

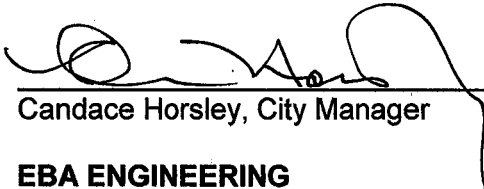
Section 15.01 of the Agreement as amended by Amendment No. 2 shall be modified with the addition of the following:

"The amended Agreement shall also consist of this Amendment No. 3 together with CONSULTANT'S proposal dated December 21, 2006 which is attached hereto as Attachment A and is incorporated herein."

EXECUTION OF AMENDMENT

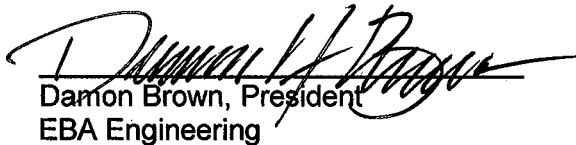
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THEIR DULY AUTHORIZED OFFICERS TO EXECUTE THIS Amendment No. 3 in duplicate the day and year first above written

CITY OF UKIAH


Candace Horsley, City Manager

2-6-07
Date

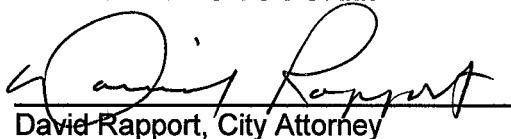
EBA ENGINEERING


Damon Brown, President
EBA Engineering

1/10/07
Date

68-018186
IRS IDN Number

APPROVED AS TO FORM:


David Rapport, City Attorney

2/5/07
Date

EXHIBIT A



December 21, 2006

Mr. Tim Eriksen, P.E.
Director of Public Works
City of Ukiah, Department of Public Works (City)
300 Seminary Avenue
Ukiah, CA 95482-5400

**RE: COST AMENDMENT FOR CLOSURE CONSTRUCTION DOCUMENTS AND
PROPOSAL FOR PREPARATION OF JOINT TECHNICAL DOCUMENT
CITY OF UKIAH LANDFILL, MENDOCINO COUNTY, CALIFORNIA**

Dear Mr. Eriksen:

EBA Engineering (EBA) is submitting this proposal at the City's request to revise the existing cost estimate for the preparation of Construction Documents for closure of the City of Ukiah Landfill (Landfill) and to prepare a Joint Technical Document (JTD) that is being requested by the California Regional Water Quality Control Board, North Coast Region (RWQCB) as part of their review and approval of the final closure of the Landfill. As you are aware, EBA has an existing contract with the City dated February 6, 2002 to prepare the closure Construction Documents. However, due to ongoing delays on the part of the RWQCB, these services have not been implemented to date. Furthermore, a portion of the contract budget has since been expended due to miscellaneous new tasks requested by the City as a result of delays and additional demands by the RWQCB. In light of these circumstances, EBA has included herein some background information regarding the history of the existing contract work and budget expenditures, followed by the corresponding revised cost proposal to prepare the Construction Documents and JTD.

BACKGROUND INFORMATION

As outlined above, the existing contract with the City to prepare the closure Construction Documents was executed on February 6, 2002. The primary tasks associated with this contract included: Project Coordination (Task 1), Construction Plans (Task 2); Specifications, Construction Quality Assurance (CQA) Plan and Engineer's Estimate (Task 3); and Bid Assistance (Task 4). Following its execution, the contract was amended on November 18, 2002 and February 4, 2004 to include the performance of an engineered alternative analysis (Amendment 1) and evaluate financial assurance issues (Amendment 2). The following provides a breakdown of the budget costs for the original contract and the corresponding amendments:

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825 Sonoma Avenue, Suite C Santa Rosa, California 95404 (707) 544-0784 FAX (707) 544-0866
Also in Southern California

- **Original Contract:**
 - Task 1 (Project Coordination): \$ 2,865
 - Task 2 (Construction Plans): \$ 14,510
 - Task 3 (Specifications, CQA Plan & Engineer's Estimate): \$ 12,084
 - Task 4 (Bid Assistance): \$ 2,352
- **Amendment 1 (Engineered Alternative Analysis):** \$ 7,600
- **Amendment 2 (Financial Assurance Assistance):** \$ 5,160
- \$ 44,571**

As presented in the above breakdown, the total budget under the existing contract is \$44,571. Of the specific tasks covered under this contract, the services associated with Amendments 1 and 2 have been completed (\$12,760). In regards to the original scope of work (\$31,811), approximately \$18,975 has been expended to date, most of which has been used for project coordination issues in coordinating with the RWQCB, as well as other miscellaneous tasks requested by the City. These services, which EBA was directed by the City to invoice against the existing contract, have included the following:

- Numerous meetings and telephone conference calls with the RWQCB and/or the previous City Public Works Director to discuss closure design alternatives and associated cost issues.
- Review, evaluation and negotiation of new Waste Discharge Requirements (WDRs) issued by the RWQCB in 2002.
- Review of draft letters prepared by the City prior to submittal to the RWQCB.
- Evaluation of landfill gas (LFG) issues and alternatives (i.e., standard collection system, potential use of microturbine generators for power generation, etc.).
- Discussions with City staff regarding miscellaneous corrective action issues for existing impacts to groundwater.
- Recent meetings and discussions with the RWQCB and City staff regarding the nature and scope of the requested JTD.
- Conducting landfill site inspections with City and/or RWQCB staff.

As of today, funds remaining in the original contract are \$11,303.85. This amount is insufficient to implement the scope of work currently being requested by the RWQCB. Whereas the original contract included a budget for preparation of Construction Documents, the design requirements for the final cover have substantially changed since the contract was executed. In regards to the JTD, this represents an entirely new scope of work mandated by the RWQCB. Based on these circumstances, this Proposal has been prepared to address these issues accordingly.

PROPOSED WORK SCOPE

The following subsections outline the proposed scope of work associated with preparation of the Construction Documents and JTD and associated modifications to the original work scopes presented in previous submittals.

Construction Documents

Preparation of the proposed closure Construction Documents will entail essentially the same scope of work presented in EBA's original proposal (August 20, 2001) for which the existing contract is based. The primary tasks will include: Project Coordination (Task 1), Construction Plans (Task 2); Specifications, CQA Plan and Engineer's Estimate (Task 3); and Bid Assistance (Task 4). Consistent with the original proposal, it is assumed that the City will be responsible for preparing the City's Standard Provisions, Notice to Contractors, Bid Instructions, Bid Forms, Bond Forms, and other contract documents necessary for bidding and contract management.

Please note that whereas the revised cost estimate presented herein is consistent with the final design costs presented in the March 11, 2003 engineered alternative analysis (Amendment 1) and incorporated into the City's financial assurance estimates for closure, the nature of the final cover system design and associated appurtenances have changed in some cases and will require additional design efforts. These changes include the following:

- The original design scope was based on a prescriptive final cover system consisting of using existing interim soil as a foundation layer, overlain by a compacted clay liner (CCL) and vegetative layer. However, findings from the March 11, 2003 engineered alternative analysis (Amendment 1) concluded that the need to place additional foundation soil resulted in a more costly final cover system than substituting the CCL with a geosynthetic clay liner (GCL), coupled with a geonet composite drainage layer (GCDL). Thus, the Construction Documents must incorporate these new design components.
- As you are aware, the original design was based on the assumption that the existing grades included two feet of foundation layer material. However, subsequent drilling performed by Rau Engineering revealed that less than one foot of foundation layer material is present in some areas. As a result, the grading plan must be revised to accommodate the placement of additional foundation layer material.
- The change in grades as described above may also impact the required minimum vertical separation from overhead power lines. Thus, grading plan revisions may also be required to accommodate this condition.
- The installation of LFG extraction wells must be incorporated into the Construction Documents. In addition, the RWQCB has indicated that they may require installation of a LFG relief layer as part of the GCL engineered alternative.

- The RWQCB has expressed concerns regarding leachate buildup and stability along the toe of the Landfill. Whereas this issue will be assessed as part of the JTD, any potential provisions, if required, will have to be incorporated into the Construction Documents.

Consistent with the existing contract, deliverables for the Construction Plans, Specifications and CQA Plan will include a draft submittal to the City for review at the 80 percent completion level, followed by 100 percent completion final copies. The final Construction Plans submittal will consist of two drawing sets and one set of reproducibles. The final Specifications and CQA Plan, in turn, will consist of a camera ready copy for subsequent publication by the County.

Joint Technical Document (JTD)

The scope of work associated with the JTD preparation was previously outlined in EBA's *Proposal for Joint Technical Document* dated November 21, 2006. A copy of this proposal is included herein as Attachment 1. Please note that two additional tasks will be performed as part of the JTD that were not outlined in the aforementioned proposal. These tasks are as follows:

- Review the engineered alternative covers employed at the Casper and Willits Sanitary Landfills and comment on their potential application for the Ukiah Landfill.
- Evaluate potential affects of animal impacts on the proposed GCL final cover design.

Please note that incorporation of the above tasks into the JTD work scope did not influence the proposed cost estimate. For the purpose of this Proposal, the JTD work scope is identified herein as Task 5.

COST ESTIMATE

The total estimated cost for preparation of the Construction Documents and JTD is **\$98,431**. An itemized breakdown of the estimated costs by task is presented in Table 1 (Cost Summary) enclosed in Attachment 2. As presented in Table 1, the cost to prepare the Construction Documents (Tasks 1 through 4) is \$70,040. The cost to prepare the JTD (Task 5) is \$28,391, consistent with the original estimate presented in EBA's November 21, 2006 proposal. Please note that this cost estimate represents an amendment to the existing contract and therefore supersedes all previous costs; i.e., the cost presented herein is not in addition to the original contract amount. EBA will not exceed this cost estimate without authorization. Actual costs will be billed on a time-and-expense basis in accordance with EBA's Standard Schedule of Fees and Rates enclosed in Attachment 3.

LIMITATIONS

Please note that there is currently little basis for estimating the time that might be required to address RWQCB comments to the JTD. Based on this circumstance, the cost presented herein does not include responding to comments that may be issued by the RWQCB. Similarly, the final design characteristics of the final cover system will ultimately be contingent upon the

RWQCB's approval of the JTD. Thus, there is also no definitive basis for confirming estimated design costs until the design has been approved. Whereas EBA has made assumptions for the purpose of this Proposal, the costs for implementing Task 2 (Construction Plans) and Task 3 (Specifications, CQA Plan and Engineer's Estimate) are subject to change depending upon the RWQCB's final decision regarding cover system design. Based on these circumstances, EBA purposes that any additional services, as applicable, be provided on a time-and-expenses basis.

CLOSING

EBA appreciates the opportunity to be of service to the City on this project. If you should have any questions regarding the information contained herein, please do not hesitate to contact our office at (707) 544-0784.

Sincerely,
EBA ENGINEERING



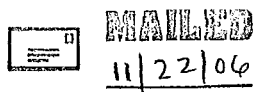
Damon F. Brown, C.E.G., C.Hg.
President

Enclosures: Attachment 1 - November 21, 2006 Proposal for Joint Technical Document
Attachment 2 - Table 1, Cost Summary
Attachment 3 - Standard Schedule of Fees and Rates

ATTACHMENT 1

NOVEMBER 21, 2006

PROPOSAL FOR JOINT TECHNICAL DOCUMENT



 **FILE COPY**

November 21, 2006

Mr. Tim Eriksen, P.E.
Director of Public Works
City of Ukiah, Department of Public Works (City)
300 Seminary Avenue
Ukiah, CA 95482-5400

**RE: PROPOSAL FOR JOINT TECHNICAL DOCUMENT
CITY OF UKIAH LANDFILL
MENDOCINO COUNTY, CALIFORNIA**

Dear Tim:

EBA Engineering (EBA) appreciates the opportunity to present this Proposal to prepare the Joint Technical Document (JTD) that is being requested by the California Regional Water Quality Control Board, North Coast Region (RWQCB) as part of their review and approval of the proposed final closure of the City of Ukiah Landfill. Based on previous and recent discussions with Ms. Teri Cia at the RWQCB, the requested JTD must address the various technical items stipulated in the RWQCB's reporting index for JTD submittals, as well as a number of site-specific issues and concerns raised by the RWQCB. In general, the intent of the document is to provide a comprehensive submittal that will assist the RWQCB in writing final closure waste discharge requirements (WDRs). Per our discussions with Ms. Cia, it is our understanding that the JTD must address and include the following:

- The various technical items stipulated in the RWQCB's reporting index for JTD submittals. Much of this information already exists as part of previous report submittals (i.e., Report of Disposal Site Information, Report of Waste Discharge, Final Closure Plan, etc.). Accordingly, the existing information will be integrated into a single document that complies with the JTD index. Selected documents will be appended to the JTD, as appropriate.
- Copies of pertinent construction and geologic documents, including as-builts for the leachate collection system and exploratory boring logs/construction details for groundwater monitoring wells and landfill gas (LFG) monitoring points.
- Identification of all interested parties in the area, including new neighbors that might have visual or traffic concerns during the closure construction activities.
- Characterization and abandonment of the old leachate pond.

- Existing and future concerns regarding leachate build-up above the western toe of the landfill and whether any special provisions must be incorporated to intercept leachate into the final closure design.
- Historical and future ephemeral creek issues. Specific issues include history of creek alignment, elimination of shotgun culverts, potential effects of creek on long-term landfill stability, and how creek instability could effect postclosure maintenance.
- Grading and stabilization of existing and future borrow source areas.
- The location of domestic water supply wells in proximity of the landfill and whether provisions should be made to sample these wells.
- Provisions for LFG collection as part of closure and/or groundwater corrective action. Per the City's request, installation of LFG extraction wells will be incorporated into the final closure construction scope.
- An assessment as to the status of existing groundwater impacts and whether the corrective measures implemented to date are controlling the plume and working to reduce contaminant concentrations.

As we discussed during our meeting on October 13, 2006, it is EBA's understanding that the City will be responsible for compiling some of the information outlined above. This information includes, but is not necessarily limited to, as-builts for the leachate collection system, identification of all interested parties, locating of nearby water supply wells, and the acquisition of associated Water Well Driller's Reports. EBA, in turn, will be responsible for integrating the provided information into the JTD submittal.

EBA's estimate to prepare the proposed JTD document is **\$28,391**. This cost includes research and evaluation of the various issues and concerns raised by the RWQCB, correspondence and meetings with City personnel to discuss the issues at hand, and preparation of the JTD submittal, including a draft for City review and subsequent finalization of the document upon receiving authorization from the City. The estimated time to complete a draft copy of the JTD is approximately eight (8) weeks. We are prepared to begin work immediately upon receiving written Notice to Proceed from the City.

Please note that there is little basis for estimating the time that might be required to address RWQCB comments to the JTD. Based on this circumstance, the cost presented above does not include responding to comments that may be issued by the RWQCB. EBA purposes that such services be provided on a "time-and-expenses" basis.

Thank you again for the opportunity to present this Proposal. If you should have any questions regarding the information contained herein, please do not hesitate to contact our office at (707) 544-0784.

Sincerely,
EBA ENGINEERING



Damon F. Brown, C.E.G., C.Hg.
President

ATTACHMENT 2

**TABLE 1
COST SUMMARY**

TABLE 1 - COST SUMMARY (ammended)

**CITY OF UKIAH LANDFILL
FINAL CONSTRUCTION DESIGN
CITY OF UKIAH, DEPARTMENT OF PUBLIC WORKS**

TASK	EBA Direct Labor	Misc. Costs	Total Estimated Cost
TASK 1 - PROJECT COORDINATION	\$ 3,510	\$0 \$	3,510
TASK 2 - CONSTRUCTION DRAWINGS	\$ 39,245	\$400 \$	39,645
TASK 3 - SPECIFICATIONS, CQA PLAN & ENG. ESTIMATE	\$ 23,115	\$800 \$	23,915
TASK 4 - BID ASSISTANCE	\$ 2,970	\$0 \$	2,970
TASK 5 - JOINT TECHNICAL DOCUMENT	\$ 28,286.00	\$105 \$	28,391
TOTAL:	\$ 97,126	\$ 1,305	\$ 98,431



ATTACHMENT 3

**STANDARD SCHEDULE OF
FEES AND RATES**

STANDARD SCHEDULE OF FEES AND RATES

Chief Geologist/Principal Engineer	\$135.00 per hour
Senior Geologist/Senior Engineer.....	\$100.00 - \$110.00 per hour
Project Geologist/Project Engineer.....	\$ 80.00 - \$100.00 per hour
Project Manager	\$ 90.00 - \$110.00 per hour
Staff Geologist/Staff Engineer	\$ 65.00 - \$ 80.00 per hour
Survey: 3 Man Crew	\$185.00 per hour
Survey: 2 Man Crew	\$165.00 per hour
Senior Environmental Scientist/Specialist.....	\$ 70.00 - \$100.00 per hour
Environmental Scientist/Specialist	\$ 50.00 - \$ 90.00 per hour
Design Draftsperson.....	\$ 65.00 - \$ 80.00 per hour
Word Processing	\$ 45.00 per hour
Administrative.....	\$ 60.00 per hour
Systems Manager.....	\$ 65.00 per hour
Depositions or court proceedings.....	150% of usual rates
Subconsultants	Cost plus 15%
Prints and materials.....	Cost plus 15%
Miscellaneous expenses	Cost plus 15%

Effective March 2006

CITY OF UKIAH
AMENDMENT NO. 4
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
DATED FEBRUARY 6, 2002

TERMS AND CONDITIONS

All terms and conditions of the Agreement for Professional Consulting Services dated February 6, 2002; the First Amendment dated November 18, 2002; the Second Amendment dated February 4, 2004; and the Third Amendment dated February 6, 2007 shall remain in force and effect except as modified by this fourth amendment.

AUTHORIZATION

Upon execution of this amendment, service provider is authorized to provide the service described under the Scope of Additional Work identified in this Amendment No. 4.

SCOPE OF ADDITIONAL WORK

Work authorized by this amendment shall include that work described in the August 20, 2013 letter proposal from EBA Engineering. A copy of said letter is included in this fourth amendment.

COMPENSATION

Compensation for the performance of the additional work shall be made on a time and expense basis at Consultant's customary fees. Expenses shall not exceed a maximum total cost of \$60,980.

EBA ENGINEERING

CITY OF UKIAH

BY: 
DAMON F. BROWN
President

9/5/13
DATE

BY: 
JANE CHAMBERS
City Manager

9/9/13
DATE



August 20, 2013

RECEIVED

AUG 22 2013

CITY OF UKIAH
DEPT. OF PUBLIC WORKS

Mr. Tim Eriksen, P.E.
Director of Public Works
City of Ukiah (City)
300 Seminary Avenue
Ukiah, CA 95482-5400

**RE: AMENDMENT TO FINAL CONSTRUCTION DESIGN CONTRACT
CITY OF UKIAH LANDFILL
MENDOCINO COUNTY, CALIFORNIA**

Dear Tim:

Per your request during our site meeting on August 14, 2013, EBA Engineering (EBA) has prepared this amendment to the existing final construction design contract associated with the final closure of the City of Ukiah Landfill (Landfill). At the time of our meeting, the remaining balance of the February 6, 2007 contract as reported by the City was \$57,587. Additional tasks have become necessary since the previous agreement due to changes in the final cover design and new regulations. These additional tasks can be summarized as follows:

- **Stability Analysis:** Perform laboratory testing and subsequent design analysis to account for the addition of a gas relief layer to the final cover system. Also review potential replacement of the previously proposed 6-inch sand drainage layer with a geonet composite drainage layer as a potential cost savings measure.
- **Supplemental Topographic Survey:** Perform field topography to supplement the aerial survey photogrammetric mapping provided by the City. This field topography will consist of topographic features within the project limits that affect the design including manholes and inverts on the leachate collection system, locations and inverts on the existing storm drain and leachate outfalls, and any control that is needed to tie the older and recent topography surveys together horizontally.
- **Permitting for New Storm Drain Outfalls:** Coordinate, complete permitting applications, and address comments for permitting associated with the new storm drain outfalls into the creek. The anticipated permits for the storm drain outfalls are: California Department of Fish and Game Streambed Alteration Agreement; North Coast Regional Water Quality Control Board 401 permit; and the United States Army Corp of Engineers 404 permit. Services include an initial site meeting and one additional site meeting that may be required with the permitting agencies. Based on similar projects and experience, it is assumed that the permitting associated with the above agencies will not include any biological or archaeological assessments, California Environmental Quality Act (CEQA) documentation, etc. If during the permitting process any of these assessments or CEQA documentation is required, EBA will notify the City accordingly and discuss any additional services prior to proceeding.

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825 Sonoma Avenue, Suite C • Santa Rosa, California 95404
(707) 544-0784 • FAX (707) 544-0866 • www.ebagroup.com

- Landfill Gas (LFG) Collection System Design and Permitting: Design a LFG collection system for the Landfill to comply with Assembly Bill 32 (AB32) regulations and incorporate its installation into the construction documents for the final closure construction project. Services will include: LFG sampling and testing; preparation of a Design Plan meeting AB32 requirements; preparation of design drawings, technical specifications, and engineer's cost estimate; bidding assistance for the acquisition of a flare; and coordination and acquisition of an Authority to Construct permit from the Mendocino County Air Quality Management District.

Please note that EBA recommends that the City purchase the flare directly as opposed to including this task as part of the final closure construction bid. This approach will eliminate any contractor markup on the flare, which would result in a \$10,000 to \$20,000 cost savings. Under this scenario, the contractor for the final closure construction project would still be made responsible for installing the flare. EBA's cost presented herein includes preparation of a separate bid package for flare manufacturers, as well as subsequent bid coordination and review.

The following provides a breakdown of the additional costs for the respective tasks described above. As agreed upon during our August 14, 2013 site meeting, the costs were developed using EBA's current billing rates.

• <i>Stability Analysis:</i>	\$ 9,500
• <i>Supplemental Topographic Survey:</i>	\$ 4,000
• <i>Permitting for New Storm Drain Outfalls:</i>	\$ 4,500
• <i>LFG Collection System Design and Permitting:</i>	<u>\$ 42,980</u>
• <i>Total Additional Costs:</i>	<u>\$ 60,980</u>

A copy of EBA's *Standard Schedule of Fees and Rates* reflecting our current billing rates is attached. In addition to using these rates to perform the aforementioned additional services, these billing rates will also be used for the existing contract balance for the final construction design as agreed upon during our August 14, 2013 site meeting.

EBA appreciates the opportunity to be of service to the City on this project. If you should have any questions regarding this amendment, please do not hesitate to contact our office at (707) 544-0784.

Sincerely,
EBA ENGINEERING



Mike Delmanowski, C.E.G., C.Hg.
Senior Hydrogeologist



Damon F. Brown, C.E.G., C.Hg.
President

Enclosure: Standard Schedule of Fees and Rates



STANDARD SCHEDULE OF FEES AND RATES

Principal Geologist/Principal Engineer.....	\$165.00 per hour
Project Manager.....	\$120.00 - \$140.00 per hour
Senior Geologist/Senior Engineer.....	\$120.00 - \$140.00 per hour
Project Geologist/Project Engineer.....	\$ 95.00 - \$135.00 per hour
Staff Geologist/Staff Engineer.....	\$ 60.00 - \$115.00 per hour
Survey: 3 Man Crew	\$255.00 per hour
Survey: 2 Man Crew	\$225.00 per hour
Survey: 1 Man Crew	\$150.00 per hour
Senior Environmental Scientist/Specialist.....	\$ 95.00 - \$120.00 per hour
Environmental Scientist/Specialist	\$ 60.00 - \$105.00 per hour
Design Draftsperson.....	\$ 85.00 - \$100.00 per hour
Word Processing	\$ 50.00 per hour
Administrative.....	\$ 60.00 per hour
Systems Manager	\$ 65.00 per hour
Depositions or court proceedings.....	200% of usual rates
Subconsultants	Cost plus 15%
Prints and materials.....	Cost plus 15%
Miscellaneous expenses	Cost plus 15%

Effective February 2012

CITY OF UKIAH
AMENDMENT NO. 5
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
DATED FEBRUARY 6, 2002

TERMS AND CONDITIONS

All terms and conditions of the Agreement for Professional Consulting Services dated February 6, 2002; the First Amendment dated November 18, 2002; the Second Amendment dated February 4, 2004; the Third Amendment dated February 6, 2007; and the Fourth Amendment dated September 9, 2013 shall remain in force and effect except as modified by this fifth amendment.

AUTHORIZATION

Upon execution of this amendment, service provider is authorized to provide the service described under the Scope of Additional Work identified in this Amendment No. 5.

SCOPE OF ADDITIONAL WORK

Work authorized by this amendment shall include that work described in the February 24, 2015 letter proposal from EBA Engineering. A copy of said letter is included in this fifth amendment.

COMPENSATION

Compensation for the performance of the additional work shall be made on a time and expense basis at Consultant's customary fees. Expenses shall not exceed a maximum total cost of \$55,720.

EBA ENGINEERING

CITY OF UKIAH

BY: 
DAMON F. BROWN
President

BY: 
JANE CHAMBERS
City Manager

3/6/15
DATE

3/13/15
DATE



February 24, 2015

Mr. Tim Eriksen, P.E.
Director of Public Works
City of Ukiah (City)
300 Seminary Avenue
Ukiah, CA 95482-5400

**RE: AMENDMENT TO FINAL CONSTRUCTION DESIGN CONTRACT
CITY OF UKIAH LANDFILL
MENDOCINO COUNTY, CALIFORNIA
EBA 02-907**

Dear Mr. Eriksen:

Per your request during our teleconference this morning, EBA Engineering (EBA) has prepared this amendment to the existing final construction design contract associated with the final closure of the City of Ukiah Landfill (Landfill). At the City's direction, EBA will perform a redesign of the landfill final cover system utilizing a less expensive technology than the current cover system. This design change will save approximate \$350,000 in construction costs. Please note this cost savings estimate does not include additional savings in reduced post-closure maintenance costs that will be realized with the new cover system.

EBA will also provide CEQA services associated with the recent requirement to revise the original CEQA initial study. It is our understanding that the specialized biological studies will be performed by others contracted directly by the City.

These two additional tasks are summarized as follows:

- **Redesign Final Closure Cover System:** EBA will incorporate the design changes needed to replace the current geosynthetic clay liner cover system design with a Linear low-density polyethylene geomembrane liner/engineered artificial grass cover design. The redesign will include new grading and drainage calculations, along with revised construction drawings, technical specifications, and construction quality assurance (CQA) plan. The engineer's estimate of construction quantities and costs will also be revised to reflect construction of the new final cover system.
- **Initial Study/CEQA Coordination:** This task includes the preparation of an Initial Study and Mitigated Negative Declaration (IS/MND) for the Ukiah Landfill Closure and Postclosure Maintenance (Project). The City of Ukiah, Public Works Department, will be the lead agency under the California Environmental Quality Act (CEQA) for the Project. In accordance with Section 15070 of the CEQA Guidelines, an Initial Study is prepared to analyze the potential project-related impacts anticipated to occur as a result of implementing the Project. Pursuant to Section 15071 of the CEQA Guidelines, the IS/MND includes: (a) a description of the proposed project; (b) the location of the project; (c) a list of the environmental factors potentially affected by project implementation; (d) a comprehensive analysis of each environmental topic included in the City's environmental checklist; (e) a proposed finding that the project will not have a

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significant effect on the environment; and (f) mitigation measures.

The Initial Study is a preliminary analysis intended to determine if the project may have a significant effect on the environment. A negative declaration is a written statement prepared that briefly describes the reasons why a proposed project will not have a significant effect on the environment and, therefore, does not require the preparation of an Environmental Impact Report.

The IS/MND will be prepared in accordance with the CEQA, Public Resources Code 21000 et seq., and the State CEQA Guidelines, California Code of Regulations, Section 15000 et seq.

Technical studies will be required to complete the IS/MND that include studies for special status plant species, special-status wildlife species, wetland delineation, and assessment of greenhouse gas emissions. The greenhouse gas emissions assessment will be conducted under the direction and coordination of EBA. The special-status studies and wetland delineation will be prepared by others under direct contract with the City and under the coordination of EBA.

The costs for the following respective tasks described above is as follows:

• <i>Redesign Final Closure Cover System:</i>	\$ 42,220
• <i>CEQA:</i>	\$ <u>13,500</u>
• <i>Total Additional Costs:</i>	<i>\$ 55,720</i>

A copy of EBA's *Standard Schedule of Fees and Rates* reflecting our current billing rates is attached.

EBA appreciates the opportunity to be of continued service to the City of Ukiah. If you should have any questions regarding this amendment, please do not hesitate to contact us.

Sincerely,
EBA ENGINEERING



Damon F. Brown, C.E.G., C.Hg.
President

Enclosure: EBA Standard Schedule of Fees and Rates



STANDARD SCHEDULE OF FEES AND RATES

Principal Geologist/Principal Engineer	\$170.00 per hour
Project Manager.....	\$125.00 - \$150.00 per hour
Senior Geologist/Senior Engineer	\$125.00 - \$150.00 per hour
Senior Project Geologist/Senior Project Engineer	\$110.00 - \$140.00 per hour
Project Geologist/Project Engineer.....	\$ 95.00 - \$135.00 per hour
Staff Geologist/Staff Engineer	\$ 80.00 - \$115.00 per hour
Survey: 3 Man Crew.....	\$255.00 per hour
Survey: 2 Man Crew.....	\$235.00 per hour
Survey Travel: 2 Man Crew	\$190.00 per hour
Survey: 1 Man Crew.....	\$150.00 per hour
Senior Survey Technician	\$105.00 - \$115.00 per hour
Senior Environmental Scientist/Specialist	\$ 95.00 - \$120.00 per hour
Environmental Scientist/Specialist.....	\$ 60.00 - \$105.00 per hour
Design Draftsperson	\$ 90.00 - \$100.00 per hour
Clerical.....	\$ 59.00 per hour
Administrative	\$ 60.00 per hour
Systems Manager	\$ 65.00 per hour
Depositions or court proceedings	200% of usual rates
Subconsultants	Cost plus 15%
Prints and materials	Cost plus 15%
Miscellaneous expenses	Cost plus 15%

Effective August 2014



AGENDA SUMMARY REPORT

SUBJECT: Introduction of an Ordinance, by Title Only, to Adopt the 2019 California Fire Code as Amended.

DEPARTMENT: Fire **PREPARED BY:** Doug Hutchison, Fire Chief

ATTACHMENTS:

1. 2019 Fire Code Ordinance

Summary: Council will consider the adoption by ordinance of the 2019 California Fire Code as amended.

Background: The State of California utilizes the International Fire Code (IFC) as published by the International Code Council (ICC). The State also amends the code to specifically meet the hazards encountered in the State and allows local jurisdictions to further amend the code based upon local conditions and needs.

Discussion: The IFC and California Fire Code are updated every three (3) years and were last updated and adopted in 2016. This is a routine update and adoption of the most recent code.

Staff recommends introducing the Ordinance (Attachment 1) by title only, amending Division 6, Chapter 3, Articles 1, 2, and 3, of the Ukiah City Code, entitled: Fire Prevention Code, to adopt the 2019 Edition of the California Fire Code, including additions or amendments, as well as NFPA 1 Chapter 38 thereto to address local conditions.

Recommended Action: Introduce the Ordinance, by title only, amending Division 6, Chapter 3, Articles 1, 2, and 3, of the Ukiah City Code, entitled: Fire Prevention Code, to adopt the 2019 Edition of the California Fire Code, including additions or amendments, as well as NFPA 1 Chapter 38 thereto to address local conditions.

BUDGET AMENDMENT REQUIRED: N/A

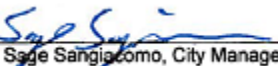
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO. _____**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 6, CHAPTER 3, ARTICLES 1, 2, AND 3, OF THE UKIAH CITY CODE, ENTITLED: FIRE PREVENTION CODE, TO ADOPT THE 2019 EDITION OF THE CALIFORNIA FIRE CODE, INCLUDING ADDITIONS OR AMENDMENTS, AS WELL AS NFPA 1 CHAPTER 38 THERETO TO ADDRESS LOCAL CONDITIONS.**

The City Council of the City of Ukiah does ordain as follows:

SECTION ONE

Ukiah City Code Section 5200 is hereby amended to read as follows:

SECTION 5200: ADOPTION OF CALIFRONIA FIRE CODE:

A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Ukiah, being marked and designated as the California Fire Code, 2019 edition, including Appendix Chapter 4 and Appendices B, BB, C, CC, D, E, F, G, H, I, K, N and O as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Ukiah, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City Clerk are hereby referred to, adopted, and made part hereof, as if fully set out in the ordinance, with the additions, insertions, deletions, and changes, if any, prescribed in Division 6, Chapter 3, Articles 2 and 3 of this Code. Further, the regulations known as the "SRA Fire Safe Regulations" as set forth within Title 14, Division 1.5, Chapter 7, Subchapter 2 of the California Board of Forestry applicable to the State Responsibility Area ("SRA") are hereby incorporated, adopted verbatim and made part hereof, and such SRA Fire Safe Regulations shall be enforced and implemented within all applicable High Fire Severity Zones within the City of Ukiah.

SECTION TWO

Additions to existing Section 5200.5

SECTION 5200.5: INSERTIONS INTO CERTAIN SECTIONS OF THE CALIFORNIA FIRE CODE 2013 EDITION:

The following sections of the California Fire Code, 2013 edition, are hereby revised by inserting information specific to the City of Ukiah so that these sections read as follows:

Section 101.1 Title of Chapter 1 is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Ukiah, hereinafter referred to as “this code”.

Section 105.1 General of Chapter 1 is amended to read as follows:

105.1 General. Permits shall be in accordance with Sections 105.1.1 through 105.7.25 or other provisions of this code as required by the City of Ukiah.

Section 110.4 Violation Penalties of Chapter 1 is amended to read as follows:

Section 110.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor / infraction. The first citation within a 12-month period, for violations of the Fire Code and any amendments adopted herein shall be treated as a Civil Penalty payable directly to the City of Ukiah and is set at \$250.00 plus the actual costs of all inspections required to gain compliance at the current rate set by the City of Ukiah, per hour with a 1 hour minimum. Said civil penalties shall be a debt owed to the City of Ukiah by the person responsible for the violation within thirty (30) days after the date of mailing the citation. Upon failure to pay the Civil penalty when due, the responsible person shall be liable for civil action brought forth by the City of Ukiah for such penalty and costs of the litigation, including reasonable attorney’s fees.

Any subsequent citations within a twenty-four (24) month period for any violations of the Fire Code and any amendments adopted herein shall be misdemeanors/infractions, and shall be subject to the penalties set forth herein, or a civil penalty shall be assessed in the sum of \$500.00 plus the actual costs of all inspections required to gain compliance at the current rate set by the City of Ukiah. The imposition of a penalty for any violation shall not excuse the violation or permit it to continue and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each day that a violation occurs or continues, after a final notice has been delivered shall constitute a separate offense. The application of both penalties shall be held to prevent the enforced correction of prohibited condition. Nothing contained in this Section shall be construed or interpreted to prevent the City of Ukiah from recovering all costs associated with a Fire Department response as described in the City of Ukiah cost recovery ordinance.

Section 112.4 Failure to Comply of Chapter 1 is amended to read as follows:

Section 112.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine payable directly to the City of Ukiah in the amount of not less than \$250.00 or more than \$1000.00 plus actual cost of all inspections required to gain compliance at the rate set by the City of Ukiah, per hour with a 1 hour minimum.

Section 503.3.1 Fire Lane Designation of Chapter 5 is hereby added to read as follows.

Section 503.3.1 Fire Lane Designation. Where the fire code official determines that it is necessary to ensure adequate fire access, the fire code official may designate existing roadways as fire access roadways as provided by Vehicle Code section 22500.1 (public) or 22658(a) (private).

Section 503.4.2 Roadway Design Features of Chapter 5 is hereby added to read as follows:

Section 503.4.2 Roadway Design Features. Roadway design features (speed bumps, speed humps, speed control dips, etc.) which may interfere with emergency apparatus responses shall not be installed on fire access roadways, unless they meet design criteria approved by the fire code official.

Section 505.1 Address Identification of Chapter 5 is hereby amended to read as follows:

Section 505.1 Address Identification. Approved numbers and / or addresses shall be placed and maintained on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said number shall contrast with their background and shall meet the minimum standards as to size: 4" high with a 0.5" stroke for residential buildings, 6' high and a 0.5" stroke for commercial and multi-residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the fire code official, such as rear access doors, building corners, and entrances to commercial centers. The fire code official may establish different minimum sizes for numbers for various categories of projects.

Section 505.3 Easement Address Signs of Chapter 5 is hereby added to read as follows:

Section 505.3 Easement Address Signs. All easements, which are not named differently from the roadway from which they originate, shall have an address sign installed and maintained, listing all street numbers occurring on that easement, located where the easement intersects the named roadway. Minimum size of numbers on that sign shall be 4" in height with a minimum stroke of 0.5" and shall contrast with the background.

Section 505.4 Map Directories of Chapter 5 is hereby added to read as follows:

Section 505.4 Map Directories. A lighted directory map, meeting current fire department standards, shall be installed at each driveway entrance to multiple unit residential projects and mobile home parks, where the numbers of units in such projects exceed 15.

Section 505.5 Response Map Updates of Chapter 5 is hereby added to read as follows:

Section 505.5 Response Map Updates. Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in a format (PDF and / or CAD format as approved by the fire code official) or compatible with current department mapping services, and shall be charged a reasonable fee for updating all response maps associated with this development.

Section 506.3 Emergency Electrical Disconnects of Chapter 5 is hereby added as follows:

Section 506.3 Emergency Electrical Disconnects. Where access to main electrical control panels requires entry to, and passage through, portions of a structure which may be involved with fire, smoke, gasses, hazardous materials, or which otherwise present unsafe conditions to emergency personnel, the fire code official may require that a means of remotely disconnecting electrical service to the structure be provided. This means of remotely disconnecting electrical service shall be by a secured key switch mechanism approved by the fire code official.

Section 604.3.1.1 Alternate Power Sources of Chapter 6 is hereby added to read as follows:

Section 604.3.1.1 Alternate Power Sources. All permanent installations of electrical generators, wind generators, or other power sources shall be approved by the building code official. All applicable provisions of the National Electrical Code, the Uniform Fuel Gas Code, the California Building Code, and this Code shall be followed for any such installation. Permanent engraved and affixed signage, red in color, reading “WARNING – This premise is provided with an Alternate Power source, Disconnection of commercial power may not disable the electric power source”. Lettering shall be a minimum of 0.5” tall and shall be permanently affixed on each electrical panel subject to back-feed from alternate power sources. Any and all power disabling switches shall be clearly labeled.

Section 903.2 Where required of Chapter 9 is hereby amended to read as herein provided. This Section shall not amend the portion commencing and following Section 903.2.1

Section 903.2 Where required. Approved automatic sprinkler systems in new, additions to existing, remodeled, added to or altered buildings and structures shall be provided in the locations described in this section.

- A. Approved automatic sprinkler systems shall be provided in the new buildings and structures requiring a fire flow of 2,000 gallons per minute (GPM) or greater as determined by Appendix B of this code.
- B. Approved automatic sprinkler systems shall be provided in additions to existing structures where the new total building area would require a fire flow of 2,000 gallons per minute (GPM) or greater as determined by Appendix B of this code.
- C. Approved automatic sprinkler systems shall be provided in existing structures which are remodeled, added to or altered, except for ordinary maintenance and repair not involving structural alterations, requiring a fire flow of 2000 gallons per minute (GPM) or greater as determined by Appendix B of this code, and when the cost of such remodels, additions, or alterations within any 36 month period exceeds \$60,000.00.

Exception: Projects which are solely complying with statutory regulations (examples may be Health and Safety Codes, earthquake/seismic, American Disabilities Act (ADA), or façade improvements) will not trigger this requirement.

- D. Approved automatic sprinkler systems shall be provided in new structures exceeding 30 feet in height above lowest grade level.
- E. Approved automatic sprinkler systems shall be provided in those new, additions to existing, remodeled, added to or altered buildings and structures which require a fire flow, as determined by Appendix B of this code, in excess of the capability of the available water supply.

Section 3313.1 Where required of Chapter 33 is hereby amended to read as follows:

Section 3313.1 Where required. In buildings required to have standpipes by Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such standpipes shall be installed during construction for each story above or below the first floor grade. Such standpipes shall be provided with fire department hose connections at locations adjacent to stairways complying with Section 3311.1. Such standpipes shall be extended to the floor of the highest point of construction having secured decking or flooring.

Section B105.2 Buildings other than one and two family dwellings of Appendix B is hereby amended as follows:

Exceptions:

1. A reduction in required fire-flow of up to 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table B105.1

Section BB105.1 Fire-Flow requirements for buildings of Appendix BB is hereby amended as follows:

Section BB105.1 The minimum fire flow and flow duration for school buildings shall be specified in Table BB105.1

Exception: A reduction in required fire flow of up to 50 percent is allowed when the building is provided with an approved sprinkler system.

SECTION THREE

That geographic limits referred to in certain section of the 2019 edition of the California Fire Code are hereby established as follows:

Section 5704.2.9.6.1 The geographic limits referred to in Section 5704.2.9.6.1 of the 2019 edition of the California Fire Code in which storage of Class I, Class II, and liquids in outside above ground tanks is prohibited are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the City of Ukiah, and agricultural land of less than two (2) acres.

Section 5706.2.4.4 The geographic limits referred to in Section 5706.2.4.4 of the 2019 edition of the California Fire Code in which storage of Class I, Class II, and liquids in aboveground tanks is prohibited are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the City of Ukiah, and agricultural land of less than two (2) acres.

Section 5806.2 The geographic limits referred to in the 2019 edition of the California Fire Code in which the storage of flammable cryogenic fluids in stationary containers are prohibited, are hereby established as follows: In all residential areas and heavily populate or congested commercial areas, as established by the City of Ukiah.

Section 6104.2 The geographic limits referred to in Section 3804.2 of the 2019 edition of the California Fire Code in which storage of liquefied petroleum gas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7,570 liters), is restricted, are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the City of Ukiah.

SECTION FOUR

1. **COMPLIANCE WITH CEQA.** The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060 (c) (2) (the activity will not result in a direct reasonably foreseeable indirect physical change in the environment), 15061 (b) (3) (there is no possibility the activity in question may have a significant effect on the environment.)
2. **SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision or other person or circumstances shall not be affected thereby. The City Council hereby declares that it would have adopted this Ordinance and any section, subsection, sentence, clauses or phrases be declared unconstitutional or otherwise invalid.
3. **EFFECTIVE DATE.** This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on _____, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Doug Crane, Mayor

ATTEST:



AGENDA SUMMARY REPORT

SUBJECT: Approve Ukiah Valley Fire Authority's Purchase of (2) Power Load systems, (1) Power PRO XT Gurney and (1) Power PRO XT Upgrade Kit from Stryker Medical in the Amount of \$61,105.92 Plus Tax.

DEPARTMENT: Fire **PREPARED BY:** Doug Hutchison, Fire Chief

ATTACHMENTS:

1. Stryker Quote

Summary: Council will consider authorizing the purchase of (2) Stryker Power Load Systems, (1) Stryker Power PRO XT Gurney, and (1) Power Load upgrade kit from Stryker Medical in the Amount of \$61,105.92 Plus Tax.

Background: The Ukiah Valley Fire Authority currently provides ambulance service primarily when the private providers are not unavailable or at low staffing levels. With the recent departure of one of the private providers, we have seen a significant upswing in the number of times our ambulance is being utilized for transport.

Discussion: Regardless of who the primary provider of ambulance services is in inland Mendocino County, the Ukiah Valley Fire Authority will always need to maintain the ability to transport patients. Our current system relies on a single ambulance located at our South Station. This model is inefficient and can create delays in response when needed if the South Engine Company is out, or if the call is in the Northern part of our response area. To overcome this, we have reached out to our Fire Service family and are receiving (2) donated medic units from the Sacramento Metropolitan Fire District (Sac Metro). This will allow each of our staffed stations to have an ambulance to cross staff in the event they are needed, and allow our current unit to be placed at the Central Station as a reserve, or for Volunteer response.

The Stryker Power Load systems being requested automatically load and unload the gurney, greatly reducing the risk and incidence of injury to personnel and patients. The medic units we are receiving have some components of these systems remaining, and we are asking to purchase the necessary components to make the systems fully operational for the safety of our personnel and patients.

Staff requested a quote from Stryker for the necessary components to complete the systems and upgrade the current gurney. Stryker is the sole source provider, as this equipment matches the current equipment set-up in the existing ambulances.

The funding source for this purchase will be coming from equipment replacement reserve account #22000000.38211, which has \$82,537.73 set aside specifically for ambulance replacement. Finance has recently created fund 710 as an Ambulance enterprise fund. The full equipment reserve balance for ambulances has been transferred to that fund, so that the reserved amount resides within the enterprise fund, and those funds will be used for this purchase.

Recommended Action: Approve Ukiah Valley Fire Authority's purchase of (2) Power Load systems, (1) Power PRO XT Gurney and (1) Power PRO XT Upgrade Kit from Stryker Medical in the amount of \$61,105.92 plus tax.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 71021000.80100.18180: \$0; 71021000.80100.V2761: \$0; 71021000.80100.V2791: \$0; 71021000.80100.V2771: \$0

PROPOSED BUDGET AMOUNT: 71021000.80100.18180: \$18,862; 71021000.80100.V2761: \$22,357; 71021000.80100.V2791: \$22,357; 71021000.80100.V2771: \$2,955

FINANCING SOURCE: Fire Ambulance Equipment Reserve Account: 71000000.38211

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

Stryker

Power-Up - Power-Pro XT

Quote Number: 10077951
 Version: 1
 Prepared For: CITY OF UKIAH FIRE DEPT
 Attn:

Remit to: P.O. Box 93308
 Chicago, IL 60673-3308
 Rep: Annie Hofman
 Email: annie.hofman@stryker.com
 Phone Number:
 Mobile: (406) 214-9548

Quote Date: 12/11/2019
 Expiration Date: 12/31/2019

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	CITY OF UKIAH FIRE DEPT	Name:	CITY OF UKIAH FIRE DEPT	Name:	CITY OF UKIAH FIRE DEPT
Account #:	1082379	Account #:	1082379	Account #:	1082379
Address:	300 SEMINARY AVE	Address:	300 SEMINARY AVE	Address:	300 SEMINARY AVE
	UKIAH		UKIAH		UKIAH
	California 95482		California 95482		California 95482

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6506000000	Power-PRO XT	1	\$17,324.31	\$17,324.31
1.1	6085033000	PR Cot Retaining Post			
1.2	7777881669	3 Yr X-Frame Powertrain Wrnty			
1.3	7777881670	2 Yr Bumper to Bumper Warranty			
1.4	6506026000	Power Pro Standard Components			
1.5	6500001430	X-RESTRAINT PACKAGE			
1.6	0054030000	DOM SHIP (NOT HI, AK, PR, GM)			
1.7	650606160000	ONE PER ORDER, MANUAL, ENG OPT			
1.8	6500082000	Knee-Gatch/Trendelenburg			
1.9	6506038000	Steer Lock Option			
1.10	6060036017	SAFETY HOOK, SHORT			
1.11	6506127000	Power-LOAD Compatible Option			
1.12	6500038000	SMRT KIT-120V AC,12V DC, Brckt			
1.13	6500003130	KNEE GATCH BOLSTER MATRSS, XPS			
1.14	6506040000	XPS Option			
1.15	6085046000	Retractable Head Section O2			
1.16	0054200994	NO RUNNER			
1.17	6500315000	3 Stage IV Pole PR Option			
1.18	6506012003	STANDARD FOWLER			
1.19	6500130000	Pocketed Back Rest Pouch			



Power-Up - Power-Pro XT

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Phone Number:
Mobile: (406) 214-9548

Quote Date: 12/11/2019
Expiration Date: 12/31/2019

#	Product	Description	Qty	Sell Price	Total
1.20	6500128000	Head End Storage Flat			
1.21	6500147000	Equipment Hook			
2.0	6390000000	PowerLOAD	2	\$20,034.05	\$40,068.10
2.1	6390026000	Standard Comp 6390 Power-Load			
2.2	6390029000	NO FLOORPLATE OPTION			
2.3	639000220000	ONE PER ORDER, MANUAL, ENG OPT			
2.4	6390600000	English Manual			
2.5	639000010902	LABEL, WIRELESS			
2.6	7777881660	1 year parts, labor & travel			
3.0	6500700049	6500 PWRLOAD COMP UPGRADE KIT	1	\$2,713.49	\$2,713.49
Equipment Total:					\$60,105.92

Price Totals:

Grand Total: \$60,105.92

Comments:

+1000⁰⁰ INSTALL
61,105.92 + TAX

~ 66,452.69 w/ TAX

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



Power-Up - Power-Pro XT

Quote Number: 10077951
Version: 1
Prepared For: CITY OF UKIAH FIRE DEPT
Attn:

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Annie Hofman
Email: annie.hofman@stryker.com
Phone Number:
Mobile: (406) 214-9548

Quote Date: 12/11/2019
Expiration Date: 12/31/2019

AUTHORIZED CUSTOMER SIGNATURE

PENDING APPROVAL

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



AGENDA SUMMARY REPORT

SUBJECT: Fiscal Year 2020-21 Budget Development Schedule

DEPARTMENT: Finance **PREPARED BY:** Daphne Harris, Management Analyst

ATTACHMENTS:

1. Attachment 1

Summary: Receive and consider the City's operating and capital budget development and adoption schedule for the 2020-21 fiscal year.

Background: California law requires that an annually-approved appropriation plan be considered for all local governmental entities. Most produce a budget to satisfy that requirement. The City of Ukiah will be implementing a new budget document for the 2020-21 fiscal year built on best practices, focused on clarity, and presented at the highest level of quality per the guidelines of the Government Finance Officers Association.

Discussion: A sound, well-managed budget for a governmental entity is a living document. It is subject to regular review and amendment, is clear and understandable, is scrutinized frequently, and its development thoughtfully planned and executed. The City of Ukiah's 2020-21 budget will exhibit these characteristics, starting with planning. The attached schedule (Attachment #1) outlines the development process, key dates, and milestones. The following are those of note:

February 5, 2020: City Council will hold the first special meeting beginning at 5:00 p.m. to receive an update on Objectives and Accomplishments from the City Manager's Office and Finance. Individual departments are schedule on proceeding Wednesday's at 5:00 p.m. on the following dates February 19, March 4 & 18, and April 1.

March 4: Review and discussion of capital and special projects. (Regular Council Meeting).

March 16 - April 24: This is the review period for Finance and the City Manager's Office. This is when individual departmental budgets are aligned at the fund level to ensure requests are supported by available resources and meet the goals and priorities established by management and the City Council.

April 15: Review and discussion of budget development status and receive feedback on 5-year CIP presented on March 4.

May 28: This is a special Council Meeting to receive department presentations. This is a time for Q&A, taking requests and making revisions. If necessary, May 29 and June 1-2 have been schedule to continue presentations and discussions.

June 3: The full, complete recommended budget will be presented to Council. This kicks off the first formal review of the 2020-21 budget with anticipation of adoption by the end of June.

June 17: Final Q&A and tentative adoption. Additional dates have been scheduled for continuation if necessary to adopt the 2020-21 budget by June 30.

This schedule is flexible. Dates may change as unforeseen events arise. Knowing this going into the process creates the right frame of mind for everyone involved in developing what will be an end product that will be indelibly beneficial to staff, Council, and the community.

Recommended Action: Receive and consider the City's operating and capital budget development and adoption schedule for the 2020-21 fiscal year.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Daniel Buffalo, Finance Director

Approved: 
Sage Sangiacomo, City Manager



Budget Development Schedule (Working)

Fiscal Year: 2020-21

Activity	Tasks	Start Date	Completion Date
Budget Memo and Schedule Release	- Budget Memo released - Budget Schedule released - Narrative, Objectives, Accomplishments update	December 16	December 16
Mandatory Training - Office 365	5-year CIP update - Department Narrative Development - Additional training may be scheduled, if necessary		January 22
Mandatory Budget training – Munis Central Budget	- Computer Lab – Set up in Conference Room 3 for budget entry training/ refresher - Munis module will be open for entry		January 22
Department Narrative	19/20 Accomplishments 20/21 Objectives - Department Narrative		January 30
City Council update on Objectives and Accomplishments (Special City Council Meetings)	- City Manager's Office - Finance		February 5 5:00 pm
Mid-year Review	19/20 review and discussion		February 5
5-year CIP updates	19/20 5-year CIP updates 20/21 5-year requests - All CIP narrative		February 7
Department initiation - UVFA - UVSD	- Schedule budget meetings with Departments - Distribute budget workbooks - Begin budget planning - Start drafting MOU's with UVSD for Capital Projects	February 3	February 28
City Council update on Objectives and Accomplishments (Special City Council Meetings)	- Airport - Electric Utility Department - Community Development		February 19 5:00 pm
Personnel Requests	Personnel changes and requests due to HR		February 28
City Council update on Objectives and Accomplishments (Special City Council Meetings)	- Human Resources - Community Services		March 4 5:00 pm
5-Year CIP Review	- Discuss & review 2020-21 capital and special projects - Review proposed 2020/21 CIP requests		March 4
Personnel Review	Personnel changes and requests reviewed by the City Manager		March 13

Activity	Tasks	Start Date	Completion Date
City Council update on Objectives and Accomplishments (Special City Council Meetings)	- Public Works - Water Resources		March 18 5:00 pm
Department Budget entry	- Departments finish building budget in Central Budget Module/OpenGov - Any updates to Accomplishments/Objectives		March 15
City Manager and Finance review of budget requests	- Review appropriation requests - Meet with Finance for discussion/analysis - Finance to conduct preliminary revenue forecasts for all major funds	March 16	April 24
City Council update on Objectives and Accomplishments (Special City Council Meetings)	- Fire Department - Police Department		April 1 5:00 pm
Reconciled Budget Meetings with City Manager	First-round budget meetings with Departments and CM/Finance Discussion of appropriation requests - Finalize initial appropriation requests Second-round will be scheduled as needed	April 14	April 24
Budget Training and Review with Council (Regular City Council Meeting)	- Review/discussion of Budget Development Status - Review/discussion of 5-year CIP as proposed on February 7 - Council feedback		April 15 5:00 pm
Draft Budget	- Draft budget to UVSD - UVSD draft budget due to the City - Draft budget to UVFA		April 30
Finalize Draft Budget Document	- Finalize revenue estimates - Complete special revenue funds and trust/agency funds - Circulate for review/edits	May 1	May 19
Budget Hearing with Council (Special meeting/Workshop)	- Overview presentation of budget proposal - Discussion of changes from prior year - Take questions and requests from Council		May 20 4:00 pm
Draft budget comments	- UVSD comments on proposed budget due to the City - City comments on proposed budget due to UVSD - Meetings to be scheduled between City & UVSD as needed		May 21
Budget Hearing (cont.)- Department presentations (Special City Council Meetings)	- Department presentation - Discussion and Q&A - Take requests and revisions	May 28 4:00 pm	May 29 (If necessary) 4:00 pm
Budget Hearing (cont.) Department presentations, If necessary (Special City Council Meetings)	- Department presentation - Discussion and Q&A - Take requests and revisions	June 1 (If necessary) 4:00 pm	June 2 (If necessary) 4:00 pm

Activity	Tasks	Start Date	Completion Date
Budget Hearing with Council (Regular Council Meeting)	- Full budget proposal - Discussion - Take final requests and revisions		June 3
Budget Hearing (cont.) Adoption of either final or tentative (Regular City Council Meeting)	- Final Q&A - Adoption – tentative or final	June 17	June 17 6:00 pm – Regular Meeting
Budget Hearing, <i>If necessary</i> (Special City Council Meeting)	- Final Q&A - Adoption/continuation of 20/21 budget	<i>June 25 (If necessary) 5:00 pm</i>	



AGENDA SUMMARY REPORT

SUBJECT: Report Regarding Conversion of One Block of Stephenson Street to Two-Way and Adoption of Resolution to Remove On-street Parking on the North Side of West Stephenson Street Between South School Street and South Oak Street.

DEPARTMENT: Public Works **PREPARED BY:** Jason Benson, Senior Civil Engineer

ATTACHMENTS:

1. W Stephenson St Parking Removal_job
2. Resolution - Remove On Street Parking_Att 2

Summary: In order to facilitate traffic circulation through the downtown, one block of Stephenson has been converted to two-way and Staff is recommending to Council to establish a no parking zone along the north side of W. Stephenson St. between S. School St. and S. Oak St.

Background: When Alex Thomas Plaza and the Ukiah Valley Conference Center were developed in the mid-1990's, the 100- and 200-blocks of West Stephenson Street were converted into one-way, west-bound driveways.

As special events in the downtown outgrew the Plaza, it became common practice to also close the 300-block of School Street, immediately adjacent to the Plaza. This occurs weekly for the Farmers' Market, annually for the seasonal ice rink, and for many other events. When this block of School Street is closed, there is no legal way to access to parking spaces on the east side of the 200 block of School. (It would require using a driveway for access or making an illegal U-turn.)

Discussion: In order to facilitate traffic circulation and the legal use of on-street parking during the seasonal ice rink's season, the Public Works department temporarily removed one existing on-street parking space to allow traffic to travel in both directions (though the Conference Center parking lot). Additionally, the street was updated with street striping a short loading zone removed. See Attachment 1.

The temporary changes performed well over the holiday season, and Staff recommends approval of the 80-foot-long no parking zone, which would allow Stephenson Street, in these limits, to be permanently two-way. This action will permanently remove one parking space. However, this loss will be mitigated by the conversion of parallel to diagonal parking spaces along the east side of School street adjacent to the Alex Thomas Plaza, resulting in 4-5 new spaces.

At this time, Staff recommends Council's adoption of the attached Resolution (Attachment 2), which would make these changes permanent.

Recommended Action: Receive report regarding the conversion of one block of Stephenson Street to two-way and remove a one parking space and a loading zone along the north side of W. Stephenson St. between S. School St. and S. Oak St.

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

Approved: 
Sage Sangiacomo, City Manager



**PERMANENT
REMOVAL OF
STREET PARKING.
APPROXIMATELY
75 FEET**

RESOLUTION NO. 2020-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH REMOVING ON-STREET PARKING ON THE NORTH SIDE OF WEST STEPHENSON STREET BETWEEN SOUTH OAK STREET AND SOUTH SCHOOL STREET**

WHEREAS, the City Council may by resolution designate portions of streets upon which the standing, parking, or stopping of vehicles is prohibited or restricted pursuant to Article 11, Chapter 1, Division 8 of the Ukiah City Code; and

WHEREAS, the City Engineer recommends the request to establish a no parking zone on the north side of West Stephenson Street between South Oak Street and South School Street.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council of the City of Ukiah does establish a no parking zone on the north side of West Stephenson Street between South Oak Street and South School Street. The City Engineer shall direct installation of signage and curb painting as necessary;

PASSED AND ADOPTED this 15th day of January 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

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

DEPARTMENT: City Clerk **PREPARED BY:** Kristine Lawler, City Clerk

ATTACHMENTS:

1. 2020 City Council Special Assignments

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment #1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

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

BUDGET AMENDMENT REQUIRED: No

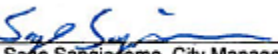
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Crane

Approved: 
Sage Sangiacomo, City Manager

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Disaster Council	Shall meet a minimum of twice a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Emergency Management Coordinator 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Mulheren Orozco- Alternate	Tami Bartolomei , Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Greater Ukiah Business & Tourism Alliance	2nd Tuesday of month, 4:30 p.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	Mulheren	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Mulheren- Alternate	Tim Eriksen, Public Works Director/City Engineer ; 463-6280 teriksen@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate	Sean White , Director of Water Resources; 463-5712 swwhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers	Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Scalmanini- Alternate	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena	Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer ; 463-6280 teriksen@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport	Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Bartolomei (appointed 12/19/18)	Tami Bartolomei , Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced	419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Shannon Riley, Deputy City Manager	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall	Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer ; 463-6280 teriksen@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA	County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Mulheren- Alternate	Sean White , Director of Water Resources; 463-5712 swwhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)	Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Bartolomei (appointed 12/19/18)	David Burton , Museum Director; 467-2836 dburton@cityofukiah.com

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Noble Waidelich, Police Lieutenant	Noble Waidelich , Police Lieutenant; 463-6249; nwaidelich@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Adventist Health Community Advisory Council	Quarterly: Aug. 27, 6:45 a.m. Nov 5, 6:45 a.m.	275 Hospital Drive Ukiah, CA 95482		275 Hospital Drive Ukiah, CA 95482 707-463-7623 Allyne Brown - Allyne.Brown@ah.org	Provides the Adventist Health Ukiah Valley (AHUV) Governing Board and Administration with advice, support, and suggestions on matter of importance to Mendocino, Lake and Sonoma Counties.	Brown	Kristine Lawler , City Clerk, 463-6217 klawler@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	Mulheren Brown- Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA		C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Alan Carter , Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries		Ukiah County Library 463-4491	Review library policy and activities	Mulheren	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482		511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA		151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	Mulheren/Orozco White (appointed 12/19/18)	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHSA Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services		Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers		Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	(positions not active) Crane Mulheren- Alternate	Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA		Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen , Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

LOCAL/COUNTY/REGIONAL/LIASENS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Doug Hutchison, Fire Chief ; 463-6263; dhutchison@cityofukiah.com
Mendocino County 5th 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 County's 5th District Supervisor	Brown	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com

2020 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Scalmanini	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Downtown Parking Management	Mulheren/Brown	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Public Works Project Specification Development	Crane/Mulheren	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Uniform Cost Accounting	Crane/Mulheren	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Marbut Study Ad Hoc	Brown/Scalmanini	Justin Wyatt, Police Operations Captain, 463-6760 jwyatt@cityofukiah.com
Cannabis Events	Mulheren/Brown	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Public Right of Way Related ADA Compliance	Scalmanini/Orozco	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mayor Rotation Guidelines	Brown/Crane	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
2020 Rate Study for Sewer	Brown/Orozco	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 20/21 Budget	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion, Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Scalmanini	Sage Sangiacomo, City Manager 463-6221 ssangiacomo@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
2020 Electric Rate Study	Crane/Scalmanini	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com