City Council
Regular Meeting
AGENDA

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

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

To participate or view the virtual meeting, go to the following link: *https://us06web.zoom.us/j/83126454812*

Or you can call in using your telephone only:

- **Call 1-669 444 9171**
- **Enter the Access Code: 831 2645 4812**
- **To Raise Hand enter *9**
- **To Speak after being recognized: enter *6 to unmute yourself**

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

May 15, 2024 - 6:00 PM

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1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4.a. Presentation on the Annual Ukiah Airport Day, June 1, 2024.
Recommended Action: Receive Presentation.
Attachments:
1. Ukiah Airport Day 2024 Flyer

4.b. Proclamation of the City of Ukiah Recognizing June as Mountain Bike Month.
Recommended Action: Issue a Proclamation of the City of Ukiah Recognizing June as Mountain Bike Month.
Attachments:
1. Mtn Bike Proclamation

4.c. Proclamation Declaring May19-May 25, 2024, as Emergency Medical Services (EMS) Week.
Recommended Action: Issue proclamation.
Attachments:
1. EMS Proclamation

5. PETITIONS AND COMMUNICATIONS

6. APPROVAL OF MINUTES

6.a. Approval of the Minutes for the May 1, 2024, Regular Meeting.

Recommended Action: Approve the minutes for the May 1, 2024, Regular Meeting.

Attachments:

1. 2024-05-01 Draft Minutes

7. RIGHT TO APPEAL DECISION

Persons who are dissatisfied with a decision of the City Council may have the right to a review of that decision by a court. The City has adopted Section 1094.6 of the California Code of Civil Procedure, which generally limits to ninety days (90) the time within which the decision of the City Boards and Agencies may be judicially challenged.

8. CONSENT CALENDAR

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember or a citizen in which event the item will be considered at the completion of all other items on the agenda. The motion by the City Council on the Consent Calendar will approve and make findings in accordance with Administrative Staff and/or Planning Commission recommendations.

8.a. Report of Disbursements for the Month of April 2024.

Recommended Action: Approve the report of disbursements for the month of April 2024.

Attachments:

1. April 2024 Summary of Disbursements
2. Account Codes for Reference
3. Object Codes for Reference
4. April 2024 Disbursement Detail

8.b. Approval of Plans and Specifications for Gobbi Ckt (Circuit) 202 Switching and Reliability Enhancement Project, Specification 24-04 to Install Conduits, Pedestal and Padmount Switches (Electric Utility).

Recommended Action: Approve Plans and Specifications for Gobbi Ckt (Circuit) 202 Switching and Reliability Enhancement Project, Specification 24-04, to install conduits, pedestal and padmount switches.

Attachments:

1. SPEC 24-04 Gobbi Ckt (Circuit) 202 Switching and Reliability Enhancement Project
2. Project Construction Drawing
3. Engineer's Estimate

8.c. Approve a Resolution Authorizing the Submission of an Application for Grant Funds for the California Museum Grant Program and Approve Corresponding Budget Amendments if Awarded the Grant.

Recommended Action: Approve the Resolution Authorizing the Submission of an Application for Grant Funds for the California Museum Grant Program and approve corresponding budget amendments if awarded the grant.

Attachments:

1. Resolution for CA Museum Grant

8.d. Adopt Resolution Approving Transmission Owner Rate Case Agreement with Northern California Power Agency, and Authorize City Manager to Execute All Necessary Documents.

Recommended Action: Adopt Resolution approving the Transmission Owner Rate Case Agreement with Northern California Power Agency, and authorize the City Manager to execute all documents.

Attachments:

1. Transmission Owner Rate Case Agreement Resolution
2. Transmission Rate Case Program Agreement - Final

8.e. Consider Approval of Change Order No. 3, in the Amount of $3,600, for the Todd Grove Park Public Barbecue Facility Project, Specification 23-03, and Approve Corresponding Budget Amendment.

Recommended Action: Approve Change Order No. 3, in the amount of $3,600, for the Todd Grove Park Public Barbecue Facility Project, Specification 23-03, and approve corresponding budget amendment.

Attachments:

1. Marz Engineering - Todd Grove Park BBQ Area - 2223-191 - Specification 23-03
2. Change Order 1 - Marz Eng - Spec 23-03 (4)
3. Change Order 2 - Marz Eng - Spec 23-03
4. Change Order 3 Proposed

8.f. Authorize the City Manager to Execute a Three-Year Renewal Agreement with Governmentjobs.com, Inc. (dba "NEOGOV") for Cloud-Based Recruiting and Onboarding Modules in the Amount of $75,211.56.

Recommended Action: Authorize the City Manager to execute a three-year renewal agreement with Governmentjobs.com, Inc. (dba "NEOGOV") for cloud-based recruiting and onboarding modules in the amount of $75,211.56.

Attachments:

1. NEOGOV Services Renewal Agreement

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

10. COUNCIL REPORTS

11. CITY MANAGER/CITY CLERK REPORTS

12. PUBLIC HEARINGS (6:15 PM)

12.a. The Ukiah City Council Will Receive a Financial Report for the Electric Utility and Consider Adoption of the Proposed Electric Rate Adjustments by Resolution.

Recommended Action: Receive financial report for the Electric Utility and approve the proposed electric rate adjustments by resolution.

Attachments:

1. Attach 1 - City of Ukiah vs. PG&E
2. Attach 2 - 2016 Approved Electric Rates
3. Attach 3 - 2022 Approved Electric Rates
4. Attach 4 - Approved Power Cost Surcharge Rider
5. Attach 5 - 2023 Approved Electric Rates
6. Attach 6 - 2024 Proposed Electric Rates
7. Attach 7 - Resolution Adopting Rate Schedule 05152024

13. UNFINISHED BUSINESS

13.a. Consideration of Adoption of Resolution to Remove On-Street Parking on the West Side of Main Street, from the Intersection of Mill Street to Norton Street.

Recommended Action: Adopt a resolution removing on-street parking on the western side of Main Street from the intersection of Mill Street to Norton Street.

Attachments:

1. No Parking - Packet
2. Resolution - DRAFT

13.b. Receive Report and Recommendations Regarding Research into the Existing Fee Discount Categories of Select Services of the Planning Division of the Community Development Department, and Provide Direction as Necessary to Staff.

Recommended Action: Receive a report and recommendations regarding research into the existing fee discount categories of select services of the Planning Division of the Community Development Department, and provide direction to Staff.

Attachments:

1. 2024 Fees for Planning Permits and Related Services
2. 2024 Planning Permits Fee Schedule Supplement
3. Planning Division Fee Schedule Discounts Report May 2024
4. Fee Reductions-Discounts Table 2-21-24

13.c. Award Contract for Specification No 21-02 – Great Redwood Trail Phase 4 to Granite Construction of Ukiah, CA, in the Amount of $3,179,369.10, and Approve Corresponding Budget Amendment.

Recommended Action: Award bid to Granite Construction in the amount of $3,179,369.10 for the Great Redwood Trail Phase 4, Specification No 21-02, and approve corresponding budget amendment.

Attachments:

1. Bid Tabulation - Spec. 21-02 Great Redwood Trail Phase 4
2. Granite Bid

13.d. Approval of a Contract Amendment 3 and 4 for the Additional Design and Environmental Services by GHD Engineers for Technical Services Related to the Great Redwood Trail, in the Amount of $63,635.39, and Approve Corresponding Budget Amendment.

Recommended Action: Approve contract amendment 3 and 4 and budget amendment in the amount of $63,635.39 for additional Design and Environmental Services.

Attachments:

1. Original Agreement
2. Amendment 1
3. Amendment 2
4. Proposed Amendment 3
5. 2024-4-26 Amendment 4_Rev1

13.e. Receive Report of Contract for Five Year Environmental Monitoring Services by GHD Engineers for the Great Redwood Trail, in the Amount of $35,173.50, and Approve a Corresponding Budget Amendment

Recommended Action: Receive report of contract and approve corresponding budget amendment.

Attachments:

1. 5 Year Monitoring Proposal

14. NEW BUSINESS

14.a. Approval of Plans and Specifications for the Riverside Park Regeneration Project, Specification 24-05, and Direct Staff to Advertise Bids.

Recommended Action: Approve the Plans and Specifications for the Riverside Park Regeneration Project, Specification 24-05, and Direct Staff to Advertise Bids.

Attachments:

1. 2024 Riverside Park Plans
2. Tech Specs
3. Riverside Park Regeneration_DRAFT Special Provisions 2024-05-08

14.b. Consideration of Adoption of Resolution Approving a Cash Flow Financing Plan for City Expenditure-Driven Grant-Funded Projects.

Recommended Action: Adopt the Resolution Approving the cash flow financing plan.

Attachments:

1. Reimbursement Reso - Ukiah

14.c. Discussion and Possible Action Regarding the Cancellation of July 3, 2024, December 4, 2024, and January 1, 2025, Regular City Council Meetings, with the Option for the Mayor and/or City Manager to Call for a Special Meeting on an Alternate Date if Time Sensitive Business Arises.

Recommended Action: Approve the cancellation of the July 3, 2024, December 4, 2024, and January 1, 2025, Regular City Council Meeting, with the option for the Mayor and/or City Manager to call for a special meeting on an alternate date if time sensitive business arises.

Attachments: None

14.d. 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. 2024 City Council Special Assignments and Ad Hocs

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

15.a. **Conference with Legal Counsel – Initiation of Litigation**
(Government Code Section 54956.9(d)(4))
Initiation of litigation (3 cases)

15.b. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9)
Name of case: Ukiah v. Questex, Mendocino County Superior Court Case No. 15-66036

15.c. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 180-110-12; 180-120-15; 180-120-16
Negotiator: Shannon Riley, Deputy City Manager
Negotiating Parties: GMB Realty Partners, Inc.
Under Negotiation: Price & Terms of Payment

15.d. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-232-05 and 002-282-02
Negotiator: Sage Sangiacomo, City Manager
Negotiating Parties: Bartolomei Trustees
Under Negotiation: Price & Terms of Payment

15.e. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 003-230-03-00
Negotiator: Sage Sangiacomo, City Manager
Negotiating Parties: Mark and Jann Lanz
Under Negotiation: Price & Terms of Payment

15.f. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units

16. ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm. Any handouts or presentation materials from the public must be submitted to the clerk 48 hours in advance of the meeting; for handouts, please include 10 copies.

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

Kristine Lawler, CMC/CPMC
Dated: 5/10/24

Agenda Item No: a.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-216

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Authorizing the Submission of an Application for Grant Funds for the CAL Fire Urban and Community Forestry Grant Program, and Authorize City Manager to Execute All Necessary Related Contract Documents.

DEPARTMENT: City Manager / Admin

PREPARED BY: Blake Adams

PRESENTER: Neil Davis, Community Services Director, and Blake Adams, Chief Resilience Officer.

ATTACHMENTS:

1. CAL FIRE Grant Guidelines
2. Grant Resolution

Summary: Council will consider the adoption of a Resolution authorizing the submission of an application for grant funds for the CAL Fire Urban and Community Forestry Grant Program to support ongoing efforts to expand and enhance the City's urban forest canopy to improve the aesthetic quality of neighborhoods, parks, open spaces, and public right-of-way, and mitigate the effects of climate change.

Background: The CAL Fire Urban & Community Forestry Grant Program is authorized by the California Urban Forestry Act of 1978. Funding is provided by the U.S. Department of Agriculture (USDA) Forest Service Urban and Community Forestry (UCF) Program through the Inflation Reduction Act (IRA) and is administered through the California Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Program. The USDA Forest Service UCF Program is a covered program under President Biden's Justice40 Initiative, established through Executive Order 13985. The mission of the CAL FIRE Urban & Community Forestry Program is to advance the development of sustainable and accessible urban and community forests in California. CAL FIRE envisions urban and community forests that are healthy, extensive, and well-managed, providing a wide array of optimal benefits to all Californians. Under the authority of the California Urban Forestry Act of 1978, CAL FIRE's Urban & Community Forestry Program is responsible for leading the effort to advance the development of sustainable urban and community forests in California through technical assistance, grant administration, and resource and partnership development. This is accomplished through expanding and improving the planting and management of trees and associated vegetation in communities throughout California, with a strong emphasis on disadvantaged and low-income communities. CAL FIRE's Urban & Community Forestry Program directly assists these communities with grants and hands-on scientific and technical assistance to achieve more equity in tree canopy distribution.

In 2023, the U.S. Department of Agriculture (USDA) Forest Service Urban and Community Forestry (UCF) Program awarded $1.5 billion to states, projects, and national initiatives that support urban communities in ensuring equitable access to trees and their benefits via the Inflation Reduction Act (IRA) of 2022. The Inflation Reduction Act provides up to $1.5 billion for Urban and Community Forestry investments across the nation and California received a state allocation of Inflation Reduction Act funds, of which $30.8 million is available for grant projects working at a community, regional, or statewide scale in this funding opportunity.

The mission of the CAL FIRE Urban & Community Forestry Grant Program (see Attachment 1 - CAL Fire Grant Guidelines) is to foster: 1) Increased and equitable access to urban tree canopy and associated human

health, environmental, and economic benefits in disadvantaged communities, 2) Broadened community engagement in local urban forest planning, tree planting, and management activities, and 3) Improved community and urban forest resilience to climate change, extreme heat, forest pests and diseases, and storm events through best management and maintenance practices.

Discussion: Staff recommends that the City Council consider adopting a Resolution authorizing the application for the Cal Fire Urban and Community Forestry Grant Program for grant funding up to $1,500,000 to support ongoing efforts to expand and enhance the City's urban forest canopy to improve the aesthetic quality of neighborhoods, parks, open spaces, and public right-of-way, and mitigate the effects of climate change. This grant opportunity would benefit the community through the protection, restoration, and enhancement of natural resources, including planting trees throughout the city. Through an integrated community engagement process, the City will engage with local disadvantaged and low-income communities to develop the project in an equitable way that addresses identified community needs, maximizes climate benefits, and leverages co-benefits.

Staff is currently working to develop a final scope, budget, and greenhouse gas benefit calculation for this grant. The grant does not require any matching or cost-sharing commitments. Therefore, there is no impact to the City's budget. Additionally, the grant allows for up to 20 percent (%) in indirect administrative costs. The grant application is due by May 30, 2024, and requires the submittal of a Resolution of the Ukiah City Council authorizing the grant application (Attachment 2 - Grant Resolution).

Therefore, Staff recommends that the Council consider and adopt a Resolution authorizing the submission of an application for grant funds from the CAL Fire Urban & Community Forestry Grant Program, and authorizing the City Manager to execute all necessary related contract documents.

Recommended Action: Adopt a Resolution authorizing the submission of an application for grant funds for the CAL Fire Urban and Community Forestry Grant Program and authorize City Manager to execute all necessary related contract documents.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: TBD

FINANCING SOURCE: Grant

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Neil Davis, Community Services Director; Maya Simerson, Project and Grant Administrator; Traci Boyl, Sr. Management Analyst to the City Manager's Office

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 4** – Identify and actively engage underrepresented communities in which to retain, expand, develop, and implement programs. **Goal 5** – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI): **4a** – Implement nature-based climate solutions. **4d** – Enhance carbon sequestration capacity.

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

Approved: Sage Sangiacomo, City Manager

California Urban and Community Forestry Inflation Reduction Act

2024 Grant Guidelines

Release Date: March 7, 2024

Application Deadline: May 30, 2024

This grant program is authorized by the California Urban Forestry Act of 1978. Funding is provided by the U.S. Department of Agriculture (USDA) Forest Service Urban and Community Forestry (UCF) Program through the Inflation Reduction Act (IRA)and administered through the California Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Program. The USDA Forest Service UCF Program is a covered program under President Biden's Justice40 Initiative, established through Executive Order 13985.

Grant applications are due by Thursday, May 30, 2024, by 5:00 PM PDT
Submit applications via eCivis Grants Network here

These guidelines may be modified if any additional conditions or criteria are required of CAL FIRE. Important due dates for this grant cycle are posted and may be updated periodically via **CAL FIRE's Urban and Community Forestry Grants Website.** Sign up to receive email updates **here**, and check back regularly for any updates prior to the due dates listed.

Looking for Technical Assistance? CAL FIRE will offer online public workshops, office hours, and ongoing technical assistance to support interested applicants through the grant application and administration processes. Visit **CAL FIRE's Urban and Community Forestry website** for dates, times, and locations of these workshops. You can also contact the CAL FIRE Regional Urban Forester assigned to your community or a CAL FIRE Partnership and Equity Coordinator (Appendix E) for details.

Stay Up to Date: CAL FIRE's Urban and Community Forestry Program has an email list-serv for interested members of the public and partners to stay up to date on the latest information, including grant notices, deadlines, statewide resources, activities, events, research, workforce development opportunities, and more. Subscribe **here** to join our mailing list!

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INTRODUCTION

About the CAL FIRE Urban and Community Forestry Program

Urban forests provide greenhouse gas (GHG) reductions while providing increased climate resilience; reducing the impacts of extreme heat; increasing energy conservation; reducing storm-water runoff; extending the life of surface streets; improving local air, soil, and water quality; providing high-quality jobs and improving public health. The mission of the CAL FIRE Urban & Community Forestry Program is to advance the development of sustainable and accessible urban and community forests in California. CAL FIRE envisions urban and community forests that are healthy, extensive, and well-managed, providing a wide array of optimal benefits to all Californians. Under the authority of the California Urban Forestry Act of 1978, CAL FIRE's Urban & Community Forestry Program is responsible for leading the effort to advance the development of sustainable urban and community forests in California through technical assistance, grant administration, and resource and partnership development. This is accomplished through expanding and improving the planting and management of trees and associated vegetation in communities throughout California, with a strong emphasis on disadvantaged and low-income communities. CAL FIRE's Urban & Community Forestry Program directly assists these communities with grants and hands-on scientific and technical assistance to achieve more equity in tree canopy distribution.

About This Inflation Reduction Act (IRA) State Funding Opportunity

In 2023, the U.S. Department of Agriculture (USDA) Forest Service Urban and Community Forestry (UCF) Program awarded $1.5 billion to states, projects, and national initiatives that support urban communities in ensuring equitable access to trees and their benefits via the Inflation Reduction Act (IRA) of 2022. The USDA Forest Service Urban and Community Forestry Program is a covered program under President Biden's Justice40 Initiative, established through Executive Order 13985. The Inflation Reduction Act provides up to $1.5 billion for Urban and Community Forestry investments across the nation that foster:

1) Increased and equitable access to urban tree canopy and associated human health, environmental, and economic benefits in disadvantaged communities,
2) Broadened community engagement in local urban forest planning, tree planting, and management activities, and
3) Improved community and urban forest resilience to climate change, extreme heat, forest pests and diseases, and storm events through best management and maintenance practices.

The USDA Forest Service UCF Program assists State Forestry agencies and partner organizations like CAL FIRE in addressing and applying nature-based solutions to chronic and emergent economic, social, and environmental challenges in communities across the United States by providing direct funding to communities and especially to communities experiencing low urban tree canopy, dead and hazardous tree conditions, extreme heat and severe flooding, and limited awareness of or access to green job workforce to help them:

- Become more resilient to climate change
- Combat extreme heat with the cooling effects of increased urban tree canopy
- Experience improved forest health conditions and safer access to tree benefits
- Attain broadened exposure and access to environmental career pathways.

California received a state allocation of Inflation Reduction Act funds, of which $30.8 million is available for grant projects working at a community, regional, or statewide scale in this funding opportunity. These grant guidelines include information for the use of state-awarded Inflation Reduction Act funds to support disinvested, disadvantaged, and low-income urban communities in growing equitable access to trees and their benefits.

Please read these guidelines carefully, closely, and in their entirety. Applications must be submitted by **Thursday, May 30, 2024, by 5:00 PM PDT** and be in full compliance with all stated requirements to be considered for funding. This guide is meant to assist eligible entities in applying for and implementing California Inflation Reduction Act grants from the CAL FIRE Urban & Community Forestry Program. CAL FIRE offers various grants with unique requirements to eligible applicants on an annual basis, as funding permits. These grants are designed to support disadvantaged, low-income, and urban communities in implementing projects with environmental, economic, and social benefits. Benefits of the projects must be exclusively provided to disadvantaged or low-income communities.
Urban and community forestry efforts play a significant role in meeting the State's greenhouse gas emission reduction targets, climate resilience goals, and hazard mitigation plans. CAL FIRE encourages resident and community-based participation in the development and implementation of each project, although due to the size and complexity of projects, eligible applicants are limited to local governments, special districts, schools, childcare facilities, federally-recognized Tribal Nations, tribal-affiliated non-profit organizations, schools, school districts, and non-profit organizations.

CAL FIRE Technical Assistance

Through public webinars and office hours, CAL FIRE Regional Urban Foresters and Partnership and Equity Coordinators are available to provide applicants with technical assistance in the planning of projects. Staff will not provide any guidance that will improve the competitiveness of a project but can assist in answering procedural questions, questions about requirements stated in these guidelines, and urban forestry-specific technical assistance. See Appendix E for a list of CAL FIRE Regional Urban Foresters and other program staff, and sign up for CAL FIRE's Urban and Community Forestry Program newsletters to learn about technical assistance opportunities for this grant opportunity.

Selecting the Right Grant Program

The CAL FIRE Urban & Community Forestry Program works to optimize the benefits of trees and related vegetation through multiple objectives, as specified in the California Urban Forestry Act of 1978 (Public Resources Code § 4799.06 – 4799.12.1).The California Natural Resources Agency (CNRA) has a different Urban Greening Grant Program that may also be of interest to applicants. Urban Greening Grant Program projects result in the conversion of an existing built environment into green space that uses natural and green infrastructure approaches to create sustainable and vibrant communities. While there is some overlap between the two grant programs, most projects will better fit into one or the other program. If you are unsure of which program is a better fit for your project, please ask CAL FIRE staff (Appendix E) and/or staff from the CNRA for assistance in deciding which program best fits your project and community. The California Grants Portal is also available as a public tool to find all grants offered on a competitive or first-come basis by various California state agencies.

GENERAL PROJECT REQUIREMENTS

Through this Inflation Reduction Act grant solicitation, CAL FIRE and the USDA Forest Service are competitively awarding $30.8 million for urban and community forestry initiatives in disadvantaged and low-income urban communities through six Grant Types, each of which have specific requirements for eligibility and reporting.

Federal Requirements and Compliance

Guidance for federal awards is published in the Code of Federal Regulations (CFR). Grant funds awarded to state, local, and tribal governments and non-profit organizations are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR 200 and 2 CFR 400. Grantees are responsible for the consistent application of federal regulations to the grant funds and ensuring any contractors, sub-award grantees, and consultants comply with federal regulations.

Complying With Civil Rights Requirements: In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating based on race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

Federal Funding Accountability and Transparency Act: If selected for an award, recipients of CAL FIRE Urban and Community Forestry IRA funds must comply with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) as amended in 2008. This includes disclosing the names and total compensation of the five most highly compensated officers of the entity if:

1) The entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards; and
2) $25,000,000 or more in annual revenues from federal awards; and
3) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) and 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Project Timeline

- Applications Due: **May 30, 2024, 5:00 PM PDT**
- All project work fully completed by: **March 31, 2028**
- Final project invoice and progress report submitted by: **April 30, 2028**

General Project Requirements

Requirements may vary by Grant Type, and all applicants must determine their eligibility prior to beginning the application process. Detailed eligibility information is available in these guidelines. General project requirements that apply to all applications across Grant Types include:

- **SAM.gov Registration:** All applicants must have an active registration on SAM.gov upon award and grant agreement execution, and applicants must maintain active registration throughout the life of the award. Registering on SAM.gov is required in order to receive funds from the federal government. Get free help at SAM.gov in the "Help" section and at the Federal Service Desk (FSD)

where you will find SAM.gov user guides, quick start guides, helpful hints, videos, and frequently asked questions.

  - ***Note***: *Both SAM.gov registration and some of the required application forms need approval from entities with a predetermined meeting schedule and agenda (e.g., city council approval). We strongly encourage applicants start these processes early to avoid disqualification or project delays upon grant award.*

- The project area must be in an urban area or immediately adjacent to an urban area. For the purposes of these guidelines, "urban areas" and "urban clusters" are defined by the U.S. Department of Commerce as areas with a population of 2,500 or more persons, as stated in the California Urban Forestry Act.
- All projects shall be designed to further the goals of the California Urban Forestry Act, California Urban Forest Advisory Committee CAL FIRE Urban & Community Forestry Program Strategic Plan (2019-2024), and CAL FIRE's Fire and Resource Assessment Program (FRAP)
- Projects must conform to laws and authorities in the Cooperative Forestry Assistance Act (Section 9. [16 U.S.C. 2105] Urban and Community Forestry Assistance.
- Costs must conform to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Costs or expenditures must also conform to USDA Forest Service and CAL FIRE program requirements, be made in compliance with federal and state laws and regulations as applicable, be necessary and reasonable for proper and efficient performance and administration of the project and be determined in accordance with generally accepted accounting principles.
- Projects must have multiple co-benefits, including but not limited to, economic, environmental, and social benefits, provided directly within a disadvantaged or low-income community, and such benefits must be optimized.
  - Benefits can include reduced greenhouse gas (GHG) emissions, mitigation of extreme heat, enhanced learning environments on school campuses, increased water supply, increased tree stock supply, increased nursery capacity, clean air and water, reduced energy use, flood and stormwater management, recreation, urban revitalization, improved public health, job creation, local capacity building, and/or career pathway development. Projects may provide a combination of these benefits, co-benefits not mentioned, or even benefits that are not yet clearly defined.
- Projects that will reduce greenhouse gas (GHG) emissions must report those GHG reductions using the most up-to-date version of the California Air Resources Board (CARB) Quantification Methodology for the Urban and Community Forestry Program.
- Projects must comply with or develop local goals to achieve no net loss of urban tree canopy and/or an increase in urban tree canopy cover from a specific-dated baseline to an established target.
- Projects must optimize the likelihood of long-term success by actions, such as improving or developing policies, goals, best practices, standards, strategies, partnerships, staffing, operational structure and culture, training, and/or budgets and funding.
- Projects must include a justification for the grant amount requested in the application. If applicable, the methodology must include the cost of the grant minus any income from products or other revenues received from grant implementation.
- Projects selected for funding shall report to CAL FIRE at least every three months (quarterly) on project status and impacts according to the agency's reporting requirements, stated in Appendix D.

- Projects must show that they have authentically engaged the local community to develop the project.
- Projects must produce a finished and usable product, report, and/or action and share it with CAL FIRE. All products funded by CAL FIRE are considered public.

General Ineligible Activities

The following list of ineligible activities apply to all Grant Types and applications:

- Activities designed to supplant rather than supplement existing local agency activities, including any request that CAL FIRE furnish grants to take the place of a regular or ongoing fiscal commitment to a program or project by a local government
- Tree mitigation activities required by government agencies due to development or other reasons, including but not limited to municipal tree replacements or repayments into a tree fund
- Research, as defined in 2CFR 422.1
    - ***Note**: Technical transfer, education, and outreach activities associated with applied research can be included in an application.*
- Construction and capital improvements
    - Examples of construction include but are not limited to facilities, infrastructure, roads, new buildings, culverts, and boardwalks.
- Land acquisition, including conservation easement and fee simple projects
- Cost-share, reimbursement, and other types of payment provided directly to private landowners
    - ***Note**: Urban and Community Forestry funding still may be used to perform work on private lands; for example, an eligible entity could pay for trees to be planted on private lands with documented permission of the landowner.*
- Small business start-up funding

General Ineligible Costs

The following list of ineligible costs apply to all Grant Types and applications:

- Land acquisition
- Equipment
    - Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.
    - Purchasing a vehicle is not an eligible activity with these funds.
        - ***Note**: Equipment rental should be considered as an alternative.*
- Decorative tree grates and decorative tree guards or other purely aesthetic items.
- Inefficient irrigation valves, pumps, sprinkler control timers or overly costly and elaborate irrigation systems, or irrigation systems that are unable to be proved as effective long-term.
- Root barriers
    - ***Note**: any request for use of root barriers as part of a project must be approved by a CAL FIRE Regional Urban Forester.*
- Trees that rely upon excessive amounts of water to survive.
- Trees that, in CAL FIRE's assessment, are inappropriate for the chosen site or require excessive maintenance.
- Trees of a stock size other than 15-gallon, without prior approval provided by CAL FIRE.
- Trees that will be less than 25 feet in height, with equal crown width, at maturity. This includes trees of a "multi-trunk, "dwarf", or "shrub variety" and trees not conforming to CAL FIRE's

guidelines in Appendix F.

- Palm trees
- Invasive or likely invasive tree and other plant species.
- Food (unless as part of approved per diem travel expenses), refreshments, gifts, donations, and other items not directly related/required to implement the project.
- Promotional materials (i.e. t-shirts, paraphernalia) or other supplies unnecessary for carrying out the operations of the project aside from education and outreach.
- Any costs unrelated to the purpose/goal of the associated grant type.
- Any cost that will supplant a local budget line item.
- Any tree inventories that are not assessing (or working towards assessing) the entire urban forest resource within the jurisdiction.
- Playground structures for schoolyard greening projects
- Tree removal, though the following exceptions may apply:
    - Funding for removal and replacement of dead, hazardous, or diseased trees in urban areas that are associated with a natural disaster, extraordinary natural event, or pest and/or disease outbreak. Projects must show that the removed trees were replaced with a tree of similar or improved long-term carbon storage and co-benefits. These event types will require justification and any tree proposed to be removed must be approved in advance by a CAL FIRE Regional Urban Forester. Location data (GPS coordinates), species, the reason for removal, and pictures prior to removal must be shared with CAL FIRE during the approval process.
    - Location data (GPS coordinates), species, reason for removal, and picture prior to removal must be shared with CAL FIRE during the approval process. Projects must show that the removed trees were replaced with a tree of similar or improved long term carbon storage and co-benefits.

Cost Share and Match Requirements

"Cost share" and "match" mean the portion of project costs not paid by the granting agency. Cost share and match requirements for this grant solicitation are waived for all applicants and awards to remove barriers for priority populations in accessing grant funds. All projects must deliver 100% of the program benefits to disadvantaged or low-income communities, and all work must be tracked at the level that designates disadvantaged or low-income communities.

Indirect Costs

Direct costs are costs that can be identified specifically with a particular award, project, program, service, or other organizational activity or that can be directly assigned to such an activity relatively easily with a high degree of accuracy. Typically, direct costs include, but are not limited to, compensation of employees who work directly on the award to include salaries, wages, and fringe benefits, contractual costs, travel that is necessary for the project, and supplies used solely for the project.

Indirect costs (also known as "facilities and administrative costs") are costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program, or organizational activity. Below are typical indirect costs for specific types of organizations. The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate where all the following conditions are met:

- Administrative or clerical services are integral to the project or activity

- Individuals involved can be specifically identified with the project or activity
- Such costs are explicitly included in the budget or have the prior approval of the awarding agency
- The costs are not also recovered as indirect costs.

The following are considered indirect costs and should not be included in the budget worksheet as direct costs:

- Information technology services
- Rent
- Utilities and internet service
- Telephone services
- General office supplies
- Insurance
- Maintenance

Indirect costs are calculated as a percentage of the Modified Total Direct Costs (MTDC). The indirect cost rate cannot exceed a de minimis rate of 10% of the MTDC unless the applicant provides proof of an approved federally Negotiated Indirect Cost Rate Agreement (NICRA) with the application. The MTDC includes all direct costs and the first $25,000 of each sub-award or contract. Applicants that have an approved NICRA must apply the rate consistently with the basis of the approved rate. Applicants must provide a copy of their approved NICRA to be utilized for the duration of the grant award.

Administrative Costs

Administrative costs are the direct costs associated with administering the specific project or activity that are not otherwise considered indirect costs. Administrative costs cannot exceed 20% of the total costs. These costs include, but are not limited to:

- Direct salary and benefits for administrative or clerical staff employed by the applicant that meet the conditions for direct charging of these costs as outlined under Indirect Costs,
- Service contracts and sub-awards for staff providing administrative support functions for grant project staff and activities (e.g., administration, accounting, and general administrative support to applicant project staff), and
- Office supplies used ONLY for grant project work that would not otherwise be an indirect cost.

GENERAL GUIDELINES

Funding Availability

Funding of projects awarded by the CAL FIRE Urban & Community Forestry Program is subject to funding availability from the USDA Forest Service. Grant agreements for grant awards may not be in place until the summer following the application deadline, so please plan project timelines accordingly. If selected, the project applicant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in carrying out the grant project.

Note: *If the project is selected for funding and the project applicant fails to perform in accordance with the provisions of the enacted agreement, CAL FIRE retains the right, at its sole discretion, to interrupt or suspend the work for which the monies are supplied or to terminate the agreement entirely.*

Eligible Applicants

The following applicants can apply for this grant opportunity if project implementation directly serves priority populations within one or more defined disadvantaged and/or low-income community in an urban area consisting of 2,500 people or more:

- Local government entities, including cities, counties, or qualifying districts
- Federally Recognized Tribes, as defined in 25 USC 5304 (l), operating within California
- Tribal-affiliated non-profit organizations, as classified under Section 501c(3) of the Internal Revenue Code
- Non-profit organizations, as classified under Section 501c(3) of the Internal Revenue Code
- Schools, school districts, and community college districts

Eligible Lands

Eligible applicants may apply for funding for a project to be conducted on non-Federal lands such as:

- State and local government
- Homeowner associations
- Private lands, and
- Tribal native corporation (includes Trust lands)

***Note**: Lands owned or administered by the federal government are not eligible for this funding opportunity except for lands held in trust for Native American Tribes and individuals.*

Priority Populations, Disadvantaged, and Low-Income Communities

Certain populations are especially vulnerable to the impacts of climate change. The CAL FIRE Urban and Community Forestry Program prioritizes and targets investments within urban communities most burdened by environmental, socioeconomic, and health inequities. 100% of the funds awarded through this grant opportunity must be spent on projects providing direct, meaningful, and assured benefits within urban Priority Populations, which include state-designated disadvantaged communities (DAC), low-income communities (LIC), and/or low-income households (LIH). Following the California Global Warming Solutions Act of 2006, Senate Bill 535 (SB 535) and Assembly Bill 1550 (AB 1500) direct the California Environmental Protection Agency (CalEPA) to define, designate, and determine priority funding thresholds within disadvantaged communities. CalEPA provides the following definitions:

- **Disadvantaged communities** are census tracts that are disproportionately affected by multiple types of pollution and areas with vulnerable populations.
- **Low-income communities and low-income households** are census tracts or households that are either at or below 80% of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development's (HCD) 2021 State Income Limits.

Using one or more of the following online mapping tools, all applicants must demonstrate, on a census tract basis, that the proposed project will directly benefit and serve Priority Populations, disadvantaged communities, low-income communities, and/or low-income households:

- California Communities Environmental Health Screening Tool - CalEnviroScreen (CES) 4.0
    - CalEnviroScreen is a mapping tool developed by California Office of Environmental Health Hazard Assessment (OEHHA) on behalf of CalEPA that analyzes data on environmental, public health and socioeconomic conditions in California's census tracts to provide a clear

picture of cumulative pollution burdens and vulnerabilities in communities throughout the state.

- Senate Bill 535 Disadvantaged Communities via the CalEPA
- California Climate Investments Priority Populations via the California Air Resources Board
    - CARB's California Climate Investments Urban Forestry and Urban Greening Benefit Criteria Table provides additional information for determining whether a project benefits a Priority Population.
- Climate and Economic Justice Screening Tool (CEJST) via the White House Council on Environmental Quality

Applicants shall describe how the project meets the above state and/or federal criteria for benefitting a disadvantaged community or low-income community, identify which important community need(s) the project addresses, and describe how the community need(s) addressed were determined. Proof of the project serving a Priority Population will be required at the project application submittal stage, and any application not meeting their status claims will be rejected. Grantees will need to report on how the project benefits address identified community needs, and projects claiming to benefit disadvantaged or low-income communities must be designed to avoid further burdens (e.g., displacement of low-income disadvantaged community residents and businesses or increased exposure to toxins or other health risks).

Job Creation and Workforce Development

Projects that provide job training, workforce development, or direct jobs (see the Urban Forestry Education and Workforce Development grant type) must report on this specific aspect of the project in grant progress reports (see Appendix D). The CARB's criteria table on Jobs Training and Workforce Development will be used to evaluate these projects, and applicants should refer to CARB's Job Co-Benefit Modeling Tool for more information on reporting requirements.

Greenhouse Gas (GHG) Reduction Methodology

For all projects that include a tree planting or wood products component, and depending on specific Grant Type requirements, CAL FIRE requires greenhouse gas (GHG) reduction quantification and reporting, which must be calculated using CARB's most current version of the Quantification Methodology for Urban Forestry projects, available through CARB'S California Climate Investments Quantification, Benefits, and Reporting Materials. When reporting, the projected carbon storage must be reported separately from the avoided emissions. In addition, any emissions associated with the project must be reported. A net GHG benefit must result when taking these three reported numbers into account.

Example: John F. Kennedy Park

Carbon Stored	-24,089	metric tons CO2e (MT CO2e)
Avoided Emissions	-29,158	MT CO2e
Project Emissions	+1,000	MT CO2e
Net GHG Benefit	-52,247	MT CO2e

Sub-granting

Sub-granting is allowable under this program. Sub-granting must adhere to and be carried out consistent with these grant guidelines, including the process for quantifying the net GHG benefit, and if applicable, criteria for determining benefits to disadvantaged and low-income communities, and reporting requirements. Cost share or match waivers pass through to sub-grantees, as does the 20% administrative budget cap and 10% Indirect Cost Rate cap. CAL FIRE must review criteria for sub-granting before any request for proposals can be offered.

Post-grant Maintenance and Long-Term Care of Trees

Projects are not eligible to receive up to three years of funding for ongoing tree maintenance in the post-performance period. All work must be completed by March 31, 2028. Applicants that submit project proposals with tree planting components still must provide a long-term tree care plan.

GENERAL APPLICATION SUBMISSION PROCESS (See Appendix A)

Application Package Submission

All applications will be created, completed, and submitted using the online form through CAL FIRE's eCivis Grants Portal at (https://gn.ecivis.com/GO/gn_redir/T/qb5oi8zj4xe8) by **5:00 PM PDT on Thursday, May 30, 2024**.

The eCivis Grants Portal Application User Guide provides instructions on completing the application. Each Grant Type will have a unique application form in the CAL FIRE eCivis Grants Portal. Applicants are encouraged to start their application as soon as possible to avoid any technical difficulties. In the case of technical difficulties or an inability to utilize the online format, please contact your CAL FIRE Regional Urban Forester or a Partnership and Equity Coordinator (see Appendix E for contact information). Failure to fully complete and submit the application following the prescribed guidelines and funding limits will lead to disqualification. Late submissions, or applications submitted via eCivis after **5:00 PM PDT on Thursday, May 30, 2024**, and submissions outside of the Grants Portal will not be accepted.

SAM.gov Registration: All applicants must have an active registration on SAM.gov upon award and grant agreement execution, and applicants must maintain active registration throughout the life of the award. Registering on SAM.gov is required to receive funds from the federal government. Get free help at SAM.gov in the "Help" section and at the Federal Service Desk (FSD) where you will find SAM.gov user guides, quick start guides, helpful hints, videos, and frequently asked questions.

Note: *Both SAM.gov registration and some of the required application forms need approval/signature from entities with a predetermined meeting schedule and agenda (e.g., city council approval). We strongly encourage applicants start these processes early to avoid disqualification or project delays upon grant award.*

Applications must include an adequate description of the project with clearly defined goals and objectives, how each objective and associated tasks will be addressed, and the expected results. Budget descriptions must be sufficiently detailed regarding the overall work proposed and include costs of each proposed task for CAL FIRE to write a grant agreement with measurable and

quantifiable objectives and perform a cost analysis of proposed work during the proposal evaluation process.

Application Package Content

A) Grant Type Selection
B) Applicant Information
C) Organization Information
D) Authorized Representative / Signatory Information
E) Business, Finance, or Accounting Representative Information
F) Project Eligibility
    a. Organization Type
    b. Proof of Project Benefits to Priority Populations, Disadvantaged, and Low- Income Communities:
G) Project Introduction
    a. Project Title
    b. Brief Project Description
    c. Source(s) of Technical Advice
H) Partner Information
    a. Signed Letters of Commitment from Partner(s)
I) Project Information
    a. Project Background
    b. Project Goals
    c. Project Objectives
    d. Project Scope of Work
    e. Project Deliverables
    f. Project Community Engagement, Education, and Outreach Plan
    g. Project Timeline
    h. Project Co-Benefits
    i. Project Location
        i. Latitude and Longitude
        ii. List of Project County / Census Track Numbers
    j. Project Tree Information
        i. Long Term Tree Care Plan
    k. Project Site Photos
J) Greenhouse Gas (GHG) Methodology
K) Project Budget Information
    a. Budget Worksheet
    b. Budget Narrative
L) Certification, Required Forms and Documentation (See Appendix C for full list of required application forms and documents)
M) Attestation

Calculate Greenhouse Gas Emission Reductions Resulting from the Project

For all applicants with a tree planting or wood product component, and depending on Grant Type requirements, applications must demonstrate that the project achieves and maintains a net reduction in greenhouse gas (GHG) emissions calculated using CARB's most current quantification methodology for the grant type.

Complete an Application Budget Worksheet (Appendix B):

All applicants must fill out a detailed Budget Worksheet within the CAL FIRE eCivis Grants Portal to submit a complete application. It is recommended that applicants consider using the downloadable Project Application Budget Template during project design in preparation for filling out the Budget Worksheet embedded in eCivis Grants Portal. This MS Excel template can be downloaded directly from both the CAL FIRE Urban and Community Program website and will adequately prepare applicants for the project application process, as well as managing project costs and budget modifications during the grant period if awarded.

The final application budget must be submitted using the Budget Worksheet form directly embedded within the eCivis Grants Portal. MS Excel attachments of the Project Application Budget Template will not be accepted in lieu of a completed Budget Worksheet form directly in eCivis. While completing the Budget Worksheet, applicants should consider the following and consult Appendix B for a more detailed list of eligible expenses, costs, and line items:

- Cost analysis of the proposed project will include all project costs, and applicants must justify project costs. Project cost analysis will be based on costs for similar projects that have been implemented as well as on an assessment of proposed costs by CAL FIRE staff and allowability under the 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Where possible, costs should be based on actual quotes, bids, or estimates from suppliers and/or subcontractors. When preparing the budget, while CAL FIRE realizes that budgets included in the application are estimated costs, it is important to keep in mind any increases due to inflation, labor costs, import taxes, or any other costs that may be unanticipated. The total grant award amount requested by the grantee or applicant can only be increased at CAL FIRE's discretion depending on funding availability once the application has been submitted. The budget should include appropriate eligible costs as shown in Appendix B.
- Indirect Costs cannot exceed a de minimis rate of 10% of Modified Total Direct Cost (MTDC) unless the applicant provides proof of an approved federally Negotiated Indirect Cost Rate Agreement (NICRA) during submission.
- Direct Administrative Costs should be clearly identified and separated from other direct costs and cannot exceed 20% of the total direct costs.
    - Examples of Direct Administrative Costs include:
        - Direct personnel and fringe, service contracts, and sub-awards for staff providing ***administrative support*** functions for the project, as opposed to direct project implementation functions. Subawards may include administration, accounting, and general administrative support to urban and community forestry staff.
        - Supplies such as printers and office supplies.
            - ***Note****: These costs should be included in Indirect Costs unless they are ONLY for IRA project activities.*

Complete an Accurate Budget Narrative (Appendix B):

Applicants are also required to complete the Budget Narrative section on eCivis Grants Portal to explain and justify all requested budget items/costs in the Budget Worksheet. List in detail how the totals on the budget were determined and demonstrate a clear connection between costs and the proposed project

activities and deliverables. Make sure all budget items from the Budget Worksheet are described in the Budget Narrative. The Budget Narrative should mirror the Budget Worksheet and include:

- Justification and more detailed descriptions of expenses/purchases, their use/application/need
- Tasks/responsibilities of each staff member and contractor charged to the grant
- Activities to be completed for each line item, quotes/estimates included costs are based on
- A brief description of the plan for post-grant maintenance funding, if applicable.

Required Application Forms and Documentation (Appendix C)

The forms and documents listed in Appendix C must be submitted with the application and before a grant agreement can be completed. Required forms and relevant templates will be available through the CAL FIRE Urban and Community Forestry Grant Programs website.

SAM.gov Registration: All applicants must have an active registration on SAM.gov upon award and grant agreement execution, and applicants must maintain active registration throughout the life of the award. Registering on SAM.gov is required to receive funds from the federal government. Get free help at SAM.gov in the "Help" section and at the Federal Service Desk (FSD) where you will find SAM.gov user guides, quick start guides, helpful hints, videos, and frequently asked questions.

Note: *Both SAM.gov registration and some of the required application forms need approval from entities with a predetermined meeting schedule and agenda (e.g., city council approval). We strongly encourage applicants start these processes early to avoid disqualification or project delays upon grant award.*

GRANT APPLICATION EVALUATION AND REVIEW PROCESS

Upon receipt of an application, CAL FIRE staff will review it for conformance with the California Urban Forestry Act, and this Procedural Guide. Such review may include an inspection of the project area, if applicable. If the application is found incomplete in a material way or the proposed project or applicant is not eligible for a grant, the applicant will be informed that the application is ineligible and be provided a reason(s) for the determination. Only when an application is complete and the project is deemed eligible for a grant, will CAL FIRE staff file the application for consideration in the scoring process.

Each application is reviewed and scored independently by numerous individuals, and these individuals may or may not be familiar with your organization, past work, or project area. Details for scoring criteria for each grant type can be found here. To avoid any bias, grant reviewers are instructed that information can be considered for application scoring or prioritization if it is not included in the submitted application or supporting documentation via eCivis.

Each application is reviewed by CAL FIRE staff to ensure it is in conformance with the California Urban Forestry Act, the corresponding grant type, and requirements of the funding source according to these guidelines and the 2 CFR 200. If the application is found incomplete in a material way or the proposed project is not eligible for a grant, CAL FIRE applicant will inform the applicant. Only when an application is complete, and the project is deemed eligible for a grant will CAL FIRE staff file the application. The following will result in the disqualification of a project proposal:

1. Incomplete applications, including omission of required information and documentation in a submitted application via the eCivis Grants Portal

2. Project descriptions that do not include the project location, identify who will be conducting the work, state when the work will be done, and list the expected deliverables
3. Proposals that include activities outside of the grant duration, except for planned post-grant maintenance

CAL FIRE strives to provide an objective and un-biased grant review process. To that end, each application is reviewed and scored by each member of the review team. If any individual reviewer has a potential for bias with an applicant, they will be recused from that review. Each reviewer reads and scores the applications based on specific criteria in these grant guidelines and the California Urban Forestry Act. All reviewers use the same scoring form and conduct their review independently of other reviewers. Proposals are not discussed amongst grant reviewers until after scores are submitted by all reviewers. As an additional bias avoidance measure, the high and low scores for each application are dropped, and the remaining scores are averaged to achieve the overall score for the application. The highest-scoring applications will be offered grant awards, based on how much funding is available.

Applicant Award Notification

Following application submission and acceptance, applicants will be notified of the final grant selections as soon as the State's fiscal circumstances allow, and authority to award funds is given to CAL FIRE. Quality applications that are not able to be funded may be held by CAL FIRE in case additional funding is made available.

Prior to offering an award, CAL FIRE may request changes to the application including methodology, scope of work, deliverables, tree species and numbers, and/or budget worksheet and narrative if it improves the quality and feasibility of the project. Applicants retain the right to decline the proposed changes and the grant award. CAL FIRE will post a public summary of all applications selected for award on the program's website after funding decisions have been made.

Request for Record Review

Within ten business days of the receipt of notice that the application has been denied, the applicant may request that the Director of CAL FIRE or designee personally reconsider the decision of rejection. The request shall identify the applicant and the proposed project and shall briefly state the applicant's reasons for requesting reconsideration. The Director shall consider the application and all correspondence from interested parties in reviewing the decision.

Final Decision by the Director of CAL FIRE

If the Director finds that the decision to reject the application conforms to these guidelines and the Urban Forestry Act, the Director shall uphold the decision. If the Director finds that the decision to reject the application does not conform to these guidelines or the Act, the Director may approve the application.

GRANT ADMINISTRATION

The grant period begins on the last date of signature after CAL FIRE and the grantee have both signed the completed grant agreement. **All grant projects will remain active until January 31, 2028. The Grantee can exercise an earlier closing period if necessary.** CAL FIRE will notify grantees when work may begin.

CAL FIRE will review and approve invoices for payment, maintain the grant agreement documentation, and monitor the agreement to ensure compliance with all provisions. To have sufficient time to process final

payments and to close out the Grant Agreement, the grantee must submit all deliverables and payment requests within 30 calendar days after the project performance period has expired. Invoices received after this date cannot be guaranteed payment. The CAL FIRE Urban & Community Forestry Program staff will arrange for periodic and final project inspections of the project and authorize payments. CAL FIRE and the State of California may perform periodic audits and/or an audit of the completed project during the three-year audit period.

Roles and Responsibilities

CAL FIRE: A CAL FIRE Urban Forester will be assigned to each awarded project to provide overall support the project to ensure project success. CAL FIRE Urban Foresters will ensure project reporting and invoicing procedures are met, and support grantees in ensuring project scope and deliverables are completed as described in the grant agreement and/or any CAL FIRE-approved modifications and amendments.

Grantee: Grantees are responsible to manage the project, make project plans and decisions, and oversee all components and actions of the project to ensure that scope of work and deliverables are completed as described in the grant agreement or CAL FIRE - approved modifications and amendments. Grantees are the project manager and lead contact for the grant, from the concept proposal state to the completion of the project and involved in the project every step of the way. The grantee will lead or at minimum be copied on all project-related email communication. Grantees can contract components of the project out to support the project (see Contractor below).

Partner: Partners can be a commercial, nonprofit, or government entity that provides expertise for any component of the project scope and/or deliverables. Partnering organizations do not get compensated for every contribution to the project; partners contribute a significant investment, directly or in-kind, to ensure project success. A partner shall not manage the project or have authority to approve or deny project-related decisions. Letters of Commitment are requested from project partners in the grant application.

Contractor: A contractor shall not manage the project, or select or modify the scope of work, or have authority to approve or deny project-related decisions. Contractors are responsible for completing the work they have been authorized to conduct per the grant agreement. Contractors can complete various components of the project, including financial reporting/invoicing, GHG calculations, acquisition of supplies, organization of events, curriculum development, data management. etc.

Communication

Reporting documents will be available, and updated, on the CAL FIRE Urban and Community Forestry website. All electronic communication with CAL FIRE regarding grants should contain the Grant ID number in the subject line. Any files shared with CAL FIRE including invoicing, progress reports, data, and modification requests shall follow the naming convention below ("8GG12345" is to be replaced by the unique Grant ID stated in the grant agreement and issued to the applicant's project, if successfully awarded):

Invoice 2: 8GG12345_inv2
June 30, 2025, Progress Report: 8GG12345_prg rpt_063025
Budget or scope request (<10%) 1: 8GG12345_mod 1_063025
Budget or scope request (>10%) 1: 8GG12345_amend 1_063025
MDCA data: 8GG12345_MDCA_063025
GHG Summary Sheet: 8GG12345_GHG_063025
CAL FIRE Urban Forestry Billing and Reporting Template: 8GG12345_Tracking_063025

Grant Agreement Amendments and Modifications

All amendments or modifications must be requested in advance and receive written approval from CAL FIRE. A grantee wishing to change the scope of work including species list, number of trees planted or maintained, planting locations, partnerships, or budget allocations for line items of an approved project shall submit the proposed change via official letter, on organizational letterhead, to the appropriate CAL FIRE Grant Manager or Regional Urban Forester in advance for approval. The letter should reference the grant number assigned to the grant, explain in detail the change being requested, the need for the change, and include the revised budget or other necessary attachments, if applicable. Changes to deliverables are discouraged. Minor changes (modifications) can typically be approved by the Grant Manager or Regional Urban Forester. More significant changes may require a grant agreement amendment. Grant agreement amendments may be allowed, at the sole discretion of CAL FIRE, for changes to the scope of work or the project budget. Any primary budget line-item increase or decrease by 10% or more of that line item during the grant period will require a grant amendment. The total amount awarded to the grantee can never be increased during the grant period for any reason without explicit approval from CAL FIRE, nor can the project end date be extended without CAL FIRE approval.

Remember, the amount awarded will not be higher than the amount in the grant application. All correspondence, including email, relating to grant projects must have the grant agreement number featured prominently, and be dated.

Project Signage and Recognition for Implementation Projects

All grant projects shall have one or both of the following, where applicable:

1) At least one project sign, preferably more, at highly visible project locations, where applicable. All signage shall refer to the funding source that is funding the grant and shall include the names and/or logos of all the project cooperating entities, including CAL FIRE and the USDA Forest Service. Alternative signage may be approved by CAL FIRE prior to posting.

2) Recognition of the funding source and the names and/or logos of all project cooperating entities, including CAL FIRE and the USDA Forest Service, in all publications, websites, electronic media, products paid for by the grant, etc.

Signage must be on site for at least three years after a project is complete (where applicable). Signage designs must be approved by CAL FIRE staff prior to purchase or use to ensure the sign must meets these funding source logo and usage guidelines. The sign must contain the CAL FIRE logo, the USDA Forest Service logo, and any funding source logo along with at least the following text in a prominent way:

> *Funding for this Project was provided by the USDA Forest Service Urban and Community Forest Program via the Inflation Reduction Act, as administered by the California Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Program.*

Signage wording can be shortened to accommodate limited space so long as the main points are addressed.

Project Invoicing and Progress Reporting (Appendix D)

Grantees shall report and invoice on all projects quarterly (every three months or 90 days) unless notified otherwise by CAL FIRE staff, or unless the Grantee obtains prior approval for monthly or bi-monthly invoicing. The reporting dates shall be for the periods ending March 31, June 30, September 30, and December 31, and reports are due 14 days thereafter. If a grantee chooses to invoice CAL FIRE more often, a

project report must be included with each billing package. Invoices shall not be submitted more frequently than monthly, and progress report periods shall not overlap.

Reporting shall follow the format provided by CAL FIRE in Appendix D and include project description, project location, funds allocated, activities completed, number of trees planted, vegetation planted and location, maintenance activities conducted, net GHG benefit, co-benefits achieved, challenges and solutions, and benefits to disadvantaged or low-income communities.

Reports must always include the Benefits Calculator Tool ("GHG calculator") spreadsheet in Excel format whenever trees are planted. The Minimum Data Collection Attributes (MDCA) Excel form must also be completed and submitted whenever trees are planted (see Appendix G) unless CAL FIRE directs to submit tree planting data using a new system. Grantees that claim to provide a benefit to a disadvantaged community will need to report on how the project benefits have addressed the identified community need. These records must be retained for at least three years after the completion of the project. All projects will be required to track the above metrics until project closeout (i.e., when tree/vegetation planting is complete or green infrastructure construction is complete).

Project Inspections and Review

The Regional Urban Forester and/or Partnership and Equity Coordinator (Appendix E) assigned to a grant project will determine when inspections are necessary for the project. This will vary by grant type, the scope of work, and the timeline of the project to be carried out. At a minimum, inspections will occur once per fiscal year (July 1 - June 30) during the project. Planted trees will continue to be inspected annually for up to three years after the grant performance period ends.

Projects that will be developing any media or educational materials (print, digital, video, or audio), Urban Forest Management Plans (UFMPs), tree inventories, or other products must allow such materials to be reviewed by CAL FIRE prior to finalization. Copies of such materials must be furnished to CAL FIRE prior to the project conclusion. Allow 30 - 60 days for review of such materials. Copies of such materials must be furnished to CAL FIRE prior to project conclusion. Inspection results will be made available to grantees and follow-up inspections will be conducted if necessary.

No-Cost Time Extensions

There will be no extensions unless the expenditure period for the grant program is extended via a state budget process involving the USDA Forest Service. If extensions do become available, awardees will need written approval from CAL FIRE for no-cost time extensions. Extensions are not typical and should not be expected or planned for during application development.

Payment of Grant Funds

Note: *All final invoices must be submitted to CAL FIRE no later than April 30, 2028.*

- Generally, payments will be made by CAL FIRE to the Grantee on a reimbursement basis, with advance payment authorized on a case-by-case basis at the sole discretion of CAL FIRE staff.
- Interest on loans, late fees, or other financial penalties incurred by the grantee will not be eligible for reimbursement.
- No work prior to or after the grant period (from the date the grant agreement is fully signed by both parties until March 31, 2028 will be reimbursable.
- Grantees are encouraged to have adequate cash flow to begin the project, but this is not required.

- Requests for Advance Payments require CAL FIRE approval of an Advance Payment Expenditure Plan and Advance Payment Request Accountability Report. The approval of advance payments is at the discretion of CAL FIRE.
- When progress payments are desired, each invoice must be accompanied by supporting documents and a progress report
- Grantees shall submit invoices to the CAL FIRE Urban & Community Forestry Program no more frequently than monthly.
- CAL FIRE will reimburse all eligible expenses within 45 calendar days upon receipt of an undisputed invoice.
- Reimbursement may require a site inspection prior to payment processing. The need for an inspection is at the discretion of CAL FIRE.
- Each invoice packet must include supporting documents for all project charges which may include payroll summary documentation (template provided by CAL FIRE), vendor receipts, purchase receipts, and other back-up documentation of expenses. In addition, the Billing and Reporting template (in MS Excel) must be updated and submitted for project tracking.
- A progress report or final report shall accompany all payment requests. If trees were planted in the billing period, the MDCA table (in MS Excel) and GHG Summary table must also be submitted. Please see the Communication section or Appendix G for more information.
- CAL FIRE will reimburse the Grantee for all eligible costs under the terms of the agreement.

Advance Payments

Advance payments may be considered for grantees in cases of clear need and solely at CAL FIRE's discretion. Advance payments may not exceed 5% or up to $50,000 of the total project budget and grant funds awarded, and they must be fully utilized within a 90 period unless additional time is approved by CAL FIRE.

Upon notification of a grant award, grantees must submit an Advance Payment Expenditure Plan, which must be reviewed and approved by CAL FIRE. This process may take up to 45 days. Each request for advance payment must be submitted using the Advance Payment Request and Accountability Report for CAL FIRE review and approval, accompanied by an invoice demonstrating the approximate budget breakdown and how the grantee will spend funds received through the advance payment. Both the Advance Payment Request and Accountability Report and Advance Request Invoice must be signed by the authorized project representative listed on the grant agreement. CAL FIRE will provide grantees with the required Advance Payment Request and Accountability Report and Advance Payment Expenditure Plan templates (in MS Word and MS Excel).

A Grantee should allow 45 days after an undisputed billing package is received for the arrival of a reimbursement check. Incomplete billing packages will be returned, or additional information will be requested and will delay processing. CAL FIRE does not consider a billing package complete until all final documentation that is needed to process the billing is received. A final invoice must be received by CAL FIRE no later than 30 calendar days after the grant period expires.

Loss of Funding

The following are examples of actions that may result in a Grantee's loss of funding:

- Grantee fails to provide direct, meaningful, and assured benefits to a disadvantaged community or low-income community per criteria in CARB Funding Guidelines when such status is claimed.
- Grantee withdraws from the grant program.
- Grantee fails to complete the funded project scope of work within the grant period.

- Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
- Grantee fails to submit evidence of California Environmental Quality Act (CEQA) compliance within one year of the execution of the grant agreement.
- Grantee changes the project scope or budget without concurrence of the State.
- GHG reductions fail to be achieved by the project when such reductions are claimed.
- Grantee exercises poor communication or responsiveness, jeopardizing CAL FIRE's assurance that project objectives are being met or that CAL FIRE direction is being followed.
- Grantee fails to comply with the terms of the grant agreement unless such failure was due to no fault of the grantee. Such a determination will be made solely by CAL FIRE.

State and Federal Audits

At any time during or upon completion of the project, the State or Federal Government may audit the project records. State, local, and tribal governments, non-profit organizations, and institutions of higher education that expend more than $750,000 annually in federal awards must comply with the single audit requirements contained in 2 CFR 200 Subpart F and are required to submit a copy of the single audit report to CAL FIRE. A CAL FIRE project is considered complete upon receipt of final grant payment from the State and a final inspection report by CAL FIRE staff that has no required actions specified. The purpose of the audit is to verify that project expenditures were properly documented, and the scope of work completed. For an audit that will be conducted upon completion of the project, the audit would be requested by the State after the final payment request has been received and all project transactions have been completed.

If a project is selected for audit, the grantee will be contacted at least 30 days in advance. The audit should include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which State funds were granted. Projects may be subject to an audit for up to three years after the grant performance period ends. To expedite the audit, the grantee shall have the project records, including the source documents, and canceled warrants readily available. The Grantee shall also provide an employee having knowledge of the project and the accounting procedure or system to assist the State auditor. The Grantee shall provide a copy of any document, paper, record, or the like as requested by the State auditor.

All project records must be retained by the Grantee for a period of not less than one year after the State audit or after the final disposition of any disputed audit findings. Grantees are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one year following an audit unless the Grantee has a policy requiring a longer retention period. Record retention and accessibility is governed by 2 CFR 200.334 and 2 CFR 200.337.

Repayment of Grant Funds

The State may terminate the grant for any reason at any time if there are allegations supported by reasonable evidence that the grantee has violated any local, state, or federal law, policy, or terms of this grant agreement which affects the performance of this or any other grant agreement or contract with the State. If a grant is terminated, the grantee may be required to repay funds fully or partially to the State. A grantee whose grant is terminated may be ineligible to apply for future grants. A grantee subject to repay funds may cause delay or denial of invoices on other grants they have with the State.

Accounting Requirements

The Grantee shall maintain an accounting system that follows generally accepted accounting principles. The accounting system must accurately reflect fiscal transactions with the necessary

controls and safeguards. This system shall provide an audit trail, including original source documents such as receipts, progress payments, invoices, mileage records, timecards, etc. The system shall also provide accounting data so the total cost of each individual project can be readily determined. These records shall be retained for a period of not less than three years after the end of the grant performance period. **To avoid audit exceptions, keep accurate records.**

Conflicts of Interest

All applicants and individuals who participate in the review of submitted Project Proposals are subject to state and federal conflict of interest laws. Any individual who has participated in planning or setting priorities for a specific solicitation over and above the public comment process or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds through that solicitation. Failure to comply with conflict-of-interest laws, including business and financial disclosure provisions, will result in the Project Proposal being rejected and any subsequent grant agreement being declared void. Other legal actions may also be taken. Applicable statutes include, but are not limited to, California Government Code section 1090 and Public Contract Code sections 10365.5, 10410, and 10411.

Grantee must establish conflict of interest policies and procedures and maintain adequate controls to ensure that the grantee or anyone acting on behalf of the grantee does not have any conflicting personal and/or financial interest associated with activities funded by the grant project. CAL FIRE may request additional documentation during the performance of the grant, including during the review of financial and/or progress reporting, or during State Audit to verify that a conflict of interest does not exist.

Prevailing Wage Requirements

CAL FIRE provides no opinion as to whether projects may be subject to prevailing wage law. For determination on prevailing wage applicability, please contact the Department of Industrial Relations. It is the applicant's responsibility to budget for prevailing wages in their project cost when applicable.

GRANT TYPES

Table 1: *Grant project types offered with descriptions for the 2024 Inflation Reduction Act California Grant Solicitation.*

Grant Type	Description	Grant Amount
Urban Forest Expansion and Improvement	Urban tree planting, maintenance, and associated vegetation to provide multiple benefits, tree and plant establishment care, and planting site preparation. In addition to tree planting, a project may also involve urban tree site improvements to create larger, more functional planting sites for trees, and associated vegetation, such as bio-swales and improvement of small, vacant parcels for purposes consistent with the California Urban Forestry Act.	$150,000 - $1,500,000
Urban Forest Management Activities	For local governments (cities, counties, districts). Improving long-term management of urban forests to improve urban forest performance over time. Projects may involve the establishment or updating of a jurisdiction-wide tree inventory, urban forest mapping and analysis, and/or long-term management plan. UFMP projects must include policy integration and ordinance development. An early action tree planting component is recommended.	$150,000 - $1,500,000
Urban Forestry Education and Workforce Development	Creation, development, and implementation of projects to educate, train, and employ individuals with the purpose of preparing them for careers in urban forestry or a closely related discipline. Develop paid on-the-job training opportunities, including pre-apprenticeships, to expand workforce development pathways for green careers in urban and community forestry. There should be a strong emphasis on educating, training, or employing individuals from disadvantaged communities and/or unemployed individuals. Preference will be given to projects that place program participants in jobs. This can include the development and expansion of new or emerging tree nurseries seeking to grow locally sourced, climate-ready, culturally significant, native, and/or endemic tree species according to best management practices and industry standards, based on identified regional needs.	$150,000 - $1,500,000
Urban Forestry Regional or Statewide Impact	Improvement, expansion, and coordination of urban forestry programs throughout a large geographic area or statewide. An established organization will serve as a convener to complementary initiatives, a sponsor for local champions, an incubator to assist small or new organizations or groups, and a champion for engaging underserved areas and populations. Organizations must employ multiple strategies and corresponding actions.	$150,000- $3,000,000

Grant Type	Description	Grant Amount
Urban Forest Equity Capacity Building	To provide hyper-local needed technical expertise, assistance, grant writing capacity and/or grant reporting support to eligible entities with project needs in disadvantaged and low-income urban communities that may not have that capacity in-house. Entities can apply to this grant category to support one or more external or partnering entities in securing project implementation funds from CAL FIRE, reporting on grant activities, and/or providing the arboriculture and urban and community forestry expertise needed to implement projects in disadvantaged and low-income communities.	$150,000 - $1,500,000
Green Schoolyards	Designed to assist with planning and/or implementing multi-benefit projects with a focus on tree planting, extreme heat, environmental, economic, and social benefits to urban public-school campuses and eligible childcare facilities within disadvantaged and low-income communities.	$150,000 - $1,500,000

Notes:

- Indirect Costs cannot exceed a de minimis rate of 10% of Modified Total Direct Cost (MTDC) unless the applicant provides proof of an approved federally Negotiated Indirect Cost Rate Agreement (NICRA) during submission.
- Total Direct Administrative Costs cannot exceed 20% of total direct costs and must be clearly defined in the project budget submitted with the application.

Urban Forest Expansion and Improvement

Eligible Applicants

Eligible applicants include California cities, counties, qualifying districts, Federally Recognized Tribal Nations, Tribal affiliated nonprofits, and/or nonprofit organizations qualified under Section 501(c)(3) of the Internal Revenue Code. Districts include, but are not limited to, school, park, recreation, water, and local taxing districts.

Purpose

The purpose of this grant type is to provide funding for projects that will plant trees and vegetation to reduce greenhouse gas (GHG) emissions and improve the functionality of urban forests, arrest the decline of urban forest resources, address climate resilience, reduce urban heat, improve the quality of the environment in urban areas, and optimize co-benefits to urban residents. These projects should focus on urban areas lacking in green space and must meet one or more identified community needs using vegetation. Trees and other funded vegetation must be maintained alive for the duration of their expected life span. Such projects may include planting on private property, parks, and public right-of-way. Projects with higher levels of co-benefits will be preferred. Projects focusing on establishing a long-term tree nursery to increase the availability of seedlings for urban forestry plantings may be eligible; special consideration should be given to climate-ready tree species.

Sub-granting is allowable under this program. Sub-granting must adhere to and be carried out consistent with these grant guidelines, and subgrantees must meet all the state and federal requirements listed in these guidelines. Sub-granting activities must also meet the requirements of the California Air Resources Board (ARB) Funding Guidelines including the process for quantifying the net GHG benefit, criteria for determining benefits to disadvantaged communities, and reporting requirements. CAL FIRE must review criteria for sub-granting before it may occur.

Project Eligibility

These criteria must be met for a project to be eligible:

- The project will report on GHG reductions achieved by the project following CAL FIRE guidelines. Grant requests must be for the creation, development, and implementation of projects that improve, expand, and maintain healthy urban forests.
- All projects must have, improve, or develop policies, goals, best practices, standards, strategies, partnerships, staffing, operational structure and culture, training, and budgets/funding to optimize long-term success. Document how the activities proposed will lead to trees that attain full stature at maturity, live to potential lifespan, and provide optimal ecosystem benefits.
- All projects must comply with or develop local goals to achieve no net loss or an increase in urban tree canopy cover from a specific dated baseline to an established target. Document how the activities proposed will increase tree canopy cover in the project's geographic area and address local challenges to long-term maintenance.
- The amount requested must be between $150,000 and $1,500,000.
- The project must have a commitment for active participation from one or more of the following: residents, local business, local nonprofit group, or local government.
- The project must show that the community where the project will occur was, and will continue to be, authentically engaged about the project.

- The applicant must comply in all respects with all applicable local and county ordinances, and all applicable state and federal laws and regulations, including the California Environmental Quality Act (CEQA).
- Projects shall include an education, outreach, and/or community engagement component.
- Evidence of adequate long-term care for the trees must also be shown.
- For tree planting on private property, the applicant will need to provide written documentation indicating:
    1. Landowner permission
    2. Assurance of proper planting and care
    3. Release of liability for the state and federal government
- Any tree planting within the project shall adhere to Appendix F at a minimum. Failure to follow the Standards in Appendix F will lead CAL FIRE to require the replacement of the trees at the grantee's cost or reimburse CAL FIRE the funds used to plant the trees.
- Planting sites must be 30 square feet in area at minimum, and no less than three feet in width on any side**.** Larger is preferred.
- Trees and plant materials selected are climate appropriate and well-suited to the site. One measure of this is that tree and plant species selected are classified as very low, low, or moderate water use species in the WUCOLS IV or are justified for the planting site(s) selected.

Eligible Practices

- Designing and implementing urban forest planting projects with multiple benefits that give special attention to GHG reduction, increased tree canopy cover, energy conservation, air quality improvement, storm water management, water quality, or improvement of public health outcomes.
- The establishment of groves of trees or pocket forests is eligible. The Miyawaki establishment method (see Appendix H - Explanation of Terms) may be considered for appropriate sites.
- Innovative urban forest site improvement to create larger, more functional planting sites for trees and associated vegetation such as bio-swales, urban forestry education centers, edible landscaping, and/or community gardens and orchards.
- Funding for removal and replacement of dead, hazardous, or diseased trees in urban areas that are associated with a natural disaster, extraordinary natural event, or pest and/or disease outbreak. Projects must show that the removed trees were replaced with a tree of similar or improved long-term carbon storage and co-benefits. These event types will require justification and any tree proposed to be removed must be approved in advance by a CAL FIRE Regional Urban Forester. Location data (GPS coordinates), species, the reason for removal, and pictures prior to removal must be shared with CAL FIRE during the approval process.
- Urban and community forestry job creation and job training.
- Climate change adaptation strategies that result in a net GHG benefit. See CA Natural Resources Agency's Building Climate Resilience Report for relevant examples.
- If your project advances urban forestry efforts or the management of urban natural resources and reduces GHG emissions, it may be eligible. Ask your CAL FIRE Regional Urban Forester for assistance in determining eligibility if you are in doubt.

Ineligible Practices

The following practices will not be funded by this grant program:

- Planting trees that require excessive maintenance, such as excessive long-term watering, fertilizing, exterminating, or controlling plant pests and diseases to survive.
- Projects that plant trees that will eventually conflict with overhead or underground utilities or ground-located infrastructure.
- Projects that will not result in a net Greenhouse Gas benefit.
- Planting invasive species as determined by referencing the California Invasive Plant Council or similar reference approved by CAL FIRE.
- Projects that use synthetic fertilizer or synthetic turf. Organic fertilizers (e.g., compost, manure) may be used.
- Projects taking place on public or private property and that do not show concurrence of the controlling governmental jurisdiction or private property owner (the private property owner must agree to the planting before it may occur, and documentation must be provided to CAL FIRE).
- Engineered multi-disciplinary infrastructure solutions (e.g. stormwater capture facilities, green alleys, etc.), even if there is a tree or vegetation component. These types of projects are a better fit for the Urban Greening Grant Program administered by the California Natural Resources Agency.

Eligible Costs (See **Appendix B**)

Examples of eligible costs for this Grant Type include but are not limited to:

- Trees, plants, and planting supplies
    - Trees in the #15 (gallon) container size are eligible. Balled and burlapped and bare-root tree stock are also eligible if the size and quality are equivalent. Smaller containerized stock, seedlings, and direct seeding may also be considered by CAL FIRE in situations where appropriate. Fruit trees in various sizes are eligible with justification. Other larger tree sizes may be considered on a case-by-case basis, but the widespread use of 24" box and larger trees is not likely to be considered. Refer to Appendix F for additional information.
    - Site-appropriate plants in sizes justified for the project.
    - Planting supplies may include: stakes, ties, and root collar protectors proportional to the number of trees being planted; grow tubes for small container, seedling and direct seeding; wood chip surface mulch, soil amendments in areas of hard clay soil or sandy soil; soil where needed to complete backfill; watering tools; and hand tools.
    - Cost-effective, water-efficient irrigation system supplies. Includes new irrigation or retrofits to existing irrigation.
    - Replacement trees: A subline item for replacement trees may be budgeted for but may only be used with prior CAL FIRE Regional Urban Forester approval. Such approval will be contingent on the reason the replacement is needed. Any funds left in this line item near the end of the grant may be used to plant additional trees (exceeding the scope of work). Trees required to be replaced due to grantee or subcontractor negligence will not be paid for with grant funds.
- Labor directly related to the project, including young tree planting and establishment costs, structural pruning, stake adjustment and removal, and water-wise irrigation.
- Costs of tracking and reporting GHG reductions for the supplied criteria are eligible.
- Purchase, development, and distribution of education materials or supplies for events are eligible with shown relevance to the scope of the proposed project.
- Project signage (for Project signage requirement details, please see the Project Signage and Recognition section). CAL FIRE staff will approve signage plans on a case-by-case basis.

- In projects where the planting of trees involves the establishment of new, permanent tree planting sites or expansion of existing vacant sites, the costs for removal of asphalt, concrete paving, and/or other hardscape are eligible.
    - If hardscape cuts are to be made, they must be 30 square feet in area at minimum, and no less than 3 feet in width on any side. Larger is preferred.
    - For existing sites, expansion of planting sites is an allowable cost and is encouraged. Site improvements may include soil cells or structural soil.
- Soils testing to determine the needs of the site are eligible.
- Water-efficient irrigation supplies or system components are eligible.

Ineligible Costs

See General Ineligible Costs section of these grant guidelines.

Project Scoring (100 points possible)

Priority Population, Disadvantaged Community, Low-Income Community, or Low-income Household:

- The project meets state and/or Federal criteria providing a benefit to a priority population, disadvantaged community, low-income community, or low-income household.
- The degree to which the project creates jobs or job training opportunities for residents of a Priority Population, Disadvantaged, or Low-Income Community or Low-income Household or the degree to which the project will consider contractors that are based within the disadvantaged or low-income communities being served.
- The degree to which the community has been engaged with the project in authentic ways, and/or will be involved in project planning and implementation.

Greenhouse Gas Benefits:

- The degree to which the project GHG benefit, calculated in accordance with the CARB's most current quantification methodology, is high in relation to the budget requested.
- The reasonableness of the assumptions made by the project proponent in quantifying the GHG benefits of the project.
- The degree to which the project utilizes the largest canopied tree possible for the selected planting sites and shows a preference for existing planting sites or the creation of planting sites that can support large-canopied trees.

Co-Benefits:

- The co-benefits of the project are high in relation to the requested budget.
- The degree to which the project uses trees to reduce consumption of finite energy resources, capture storm water, improve air quality, and/or reduce urban heat island effects.
- The degree to which the project involves community residents in planting and/or maintenance of trees and fosters tree stewardship.
- The degree to which the project will contribute to improved public health in some fashion.
- The extent to which the project helps the State meet its climate change adaptation strategies. See CA Natural Resources Agency's Building Climate Resilience Report.

Best Management Practices:

- The degree to which the tree species selection is diverse and site appropriate.
- The degree to which the project provides urban forest resources to areas where such resources are absent or replenish such resources where they are badly depleted.
- The degree to which the quantity and methods of establishing follow-up care practices will lead to the long-term success of the project.
- The extent to which the project will use locally sourced or recycled water in project design.

Project Quality:

- The degree to which the project meets a clearly defined community need and addresses historical disinvestment.
- The degree to which the project has effective partnerships.
- The degree to which the project is planned and organized based on a community-driven process.
- The degree to which the project will have an education and outreach component that develops public awareness of the need for expanding and managing urban forest resources.

Urban Forest Management Activities

Eligible Applicants

Eligible applicants include cities, counties, qualifying districts, and federally recognized Tribal Nations. Districts include, but are not limited to, school, park, recreation, water, and local taxing districts. Non-profit organizations are not eligible for this grant type but may be partners in such projects.

Purpose

The purpose of this grant type is to fund the development and implementation of urban forest management activities carried out by a local government jurisdiction to optimize the multiple benefits of its urban forest. Such activities will be comprehensive, long term, include the entire jurisdiction, take an ecosystem management approach, and may include an inventory, analysis, training, and/or educational component. A tree planting component is recommended during the grant performance period, but it is not required. Any management plan funded by this grant type must include the setting of a tree canopy cover goal for the jurisdiction. No other practices may be funded by this grant program.

Project Eligibility

These criteria must be met for a project to be eligible (also see Urban Forest Management Plan Best Practices section in Appendix G):

- Grant requests must be for performing or updating a tree inventory, establishing a new urban forest management plan, or updating an existing management plan, establishing or updating an urban forestry-related policy or ordinance, or performing mapping and analysis to inform the other activities preceding.
- The amount requested must be between $150,000 and $1,500,000.
- Applicants must show proof of an existing urban forest/tree protection system (city ordinance, general plan element, etc.), or must create one during the grant performance period.
- Applicants must show proof of having an existing urban forester, arborist, or other qualified position responsible for urban forest resources or have such a professional retained under contract.
- All projects must have, improve, or develop policies, goals, best practices, standards, strategies, partnerships, staffing, operational structure and culture, training, and budgets/funding to optimize long-term success. Document how the activities proposed will lead to trees that attain full stature at maturity, live to potential lifespan, and provide optimal ecosystem benefits.
- All projects must comply with or develop local goals to achieve no net loss or an increase in urban tree canopy cover from a specific dated baseline to an established target. Document how the activities proposed will increase tree canopy cover in the project's geographic area and address local challenges to long-term maintenance.
- An urban forest inventory of the entire resource encompassed must be completed before developing a management plan, though both may be completed during the grant performance period. Tree inventory data collected must follow the criteria outlined in Appendix G.
- A funded urban forest management plan must be a long-term (40-50 years), comprehensive document, not solely a maintenance plan.
- There shall be a provision for periodic review of any funded urban forest management plan.
- Applicants must demonstrate how they will implement and utilize the inventory, mapping, and/or analysis.

- Applicants must agree to officially adopt the urban forest management plan as a guiding policy document in an ordinance, a general plan element or another binding, enforceable way as approved by CAL FIRE staff.
- The project must show that the community where the project will occur was, and will continue to be, authentically engaged about the project.
- Projects shall include an education and outreach component.
- Applicants must provide an electronic and printed copy of all grant products and final deliverables (ex: plans, maps, etc.) to the CAL FIRE Urban & Community Forestry Program after the grant in a format specified by CAL FIRE.
- Evidence of long-term care for the trees must be shown.
- Trees and plant materials selected are climate appropriate and well suited to the site. One measure of this is that tree and plant species selected are classified as very low, low, or moderate water use species in the WUCOLS IV or are justified for the planting site(s) selected.
- Tree planting within the project shall adhere to Appendix F at a minimum. Failure to follow the Standards in Appendix F will lead CAL FIRE to require replacement of the trees at the grantee's cost, or recover any costs reimbursed for planting of the trees.

Eligible Practices

Only those practices mentioned in the Purpose section above are eligible for funding under this grant type. These include:

- Tree inventories
- Urban forest management plans
- Other policies, plans, or ordinances that are urban forestry related
- Tree planting and associated activities
- Community engagement, education, and outreach activities
- Mapping and analysis to inform the other mentioned activities

Ineligible Practices

No practices other than those described above may be funded by this grant program without prior written approval by CAL FIRE. The following practices will not be funded by this grant program:

- Management activities that will not lead to improved long-term urban forest management.
- For any proposed tree planting component of the project, any practice not allowed by the Urban Forest Expansion and Improvement grant type.
- Projects that produce policies, ordinances, or plans that are not integrated/aligned with other relevant policies of the jurisdiction.

Eligible Costs (See **Appendix B**)

Other than the necessary costs for the mandatory tree planting component, only costs associated with urban forest inventories, mapping, analysis, and development of urban forest management plans may be reimbursed. The tree planting component costs must comply with the eligible costs of the Urban Forest Expansion and Improvement grant category above.

Ineligible Costs

See General Ineligible Costs section of these grant guidelines. The following costs are also ineligible:

- Any costs unrelated to the management activities identified in the application.

- Any tree inventories that are not assessing (or working towards assessing) the entire urban forest resource within a jurisdiction, including the inventory of trees on public lands where, in CAL FIRE's opinion, maintenance has been or will be deferred, or where evidence of improper maintenance is observed by CAL FIRE.

Note: *It is expected that inventories are maintained locally, so collecting updated information on existing inventory points is not eligible except in the case of an unexpected natural event or pest/disease outbreak.*

Note: *There is a CAL FIRE-sponsored urban forest management plan development tool available. Please see Urban Forest Management Plan Toolkit**.** The tool can help structure a plan and provide numerous resources to those developing such plans. Additional tools are listed in Appendix I.*

Project Scoring (100 points possible)

Priority Population, Disadvantaged Community, Low-Income Community, or Low-income Household:

- The project meets state and/or Federal criteria providing a benefit to a priority population, disadvantaged community, low-income community, or low-income household.
- The degree to which the project creates jobs or job training opportunities for residents of a Priority Population, Disadvantaged, or Low-Income Community or Low-income Household or the degree to which the project will consider contractors that are based within the disadvantaged or low-income communities being served.
- The degree to which the community has been engaged with the project in authentic ways, and/or will be involved in project planning and implementation.

Project Benefits:

- The co-benefits of the project are high in relation to the requested budget.
- The degree of GHG reduction that will occur. Preference is given to GHG reductions that can be quantified using CARB criteria for Urban Forestry projects.
- The degree to which the project uses trees to reduce consumption of finite energy resources, capture storm water, improve air quality, and/or reduce urban heat island effects.
- The degree to which the project involves community residents in the planning process and/or planting and maintenance of trees (stewardship).
- The degree to which the project will contribute to improved public health in some fashion.
- The extent to which the project helps the State meet its climate change adaptation strategies. See CA Natural Resources Agency's Building Climate Resilience Report.

Best Management Practices:

- The degree to which the tree species selection is diverse and site appropriate.
- The degree to which the project will commit the jurisdiction to a systematic strategy for improved long-term management of its entire urban forest resource.
- The degree to which the product produced will be compatible and/or integrated with the jurisdiction's other policies, ordinances, and management tools.
- The effectiveness of how the plan will be implemented and periodically reviewed.
- The plan is referred to in a climate action plan, sustainability plan, or other relevant planning document.

Project Quality:

- The degree to which the project has effective partnerships.
- The degree to which the project is planned and organized based on a community-driven process.
- The degree to which the project will have an education and outreach component that develops public awareness of the need for expanding and managing urban forest resources.

Urban Forestry Education and Workforce Development

Eligible Applicants

Eligible applicants include California cities, counties, qualifying districts, Federally Recognized Tribal Nations, Tribal affiliated nonprofits, and/or nonprofit organizations qualified under Section 501(c)(3) of the Internal Revenue Code. Districts include, but are not limited to, school, park, recreation, water, and local taxing districts.

Purpose

The purpose of this grant type is to fund the development and implementation of programs to educate, train, and/or employ the next generation of urban foresters. Projects must provide knowledge, skills, abilities and/or pathways to certifications to assist people in making a career in urban forestry or a related discipline. Projects should provide clear goals and objectives and state how the project will meet an identified community need for urban forestry workforce development. Projects should teach industry best management practices that include, but are not limited to, American National Standards Institute (ANSI) standards relating to urban forestry practice and safety, International Society of Arboriculture (ISA) best management practices, and principles of urban forestry as taught at Society of American Foresters (SAF) accredited community colleges and universities. Additionally, projects are highly encouraged to integrate social emotional learning skills and competencies (i.e. emotional management, teamwork, problem-solving, etc.) into projects and/or workforce development curriculum that teaches both professional skills (i.e. communication, punctuality, analyzing decision-making, reliability, etc.) and occupational industry skills (i.e. tree planting, nursery management, tree pruning and maintenance, etc.). There should be a clear emphasis on serving residents of disadvantaged communities, low-income communities, and/or unemployed individuals, thus funding for program participants is specifically allowed as a cost. A tree planting and maintenance component of the project is recommended, but not required. This can include the long-term development or expansion of new or emerging tree nurseries seeking to grow locally sourced, climate-ready, culturally significant, native, and/or endemic tree species according to best management practices and industry standards, based on identified regional needs. There should be a strong plan in place for planting trees in disadvantaged communities once they meet quality standards. This grant type can also support urban wood utilization workforce development.

Preference will be given to projects that develop paid, on-the-job training opportunities, including pre-apprenticeships, and projects that consider job placement for participants from disadvantaged communities, expanding workforce development pathways for green careers in urban and community forestry.

Project Eligibility

These criteria must be met for a project to be eligible:

- Grant requests must be for the creation, development, and implementation of projects to help people develop the necessary knowledge/skills/abilities to enter a career in urban forestry or a closely related discipline.
- The amount requested must be between $150,000 and $1,500,000.
- Project is in an “urban area” or “urban cluster” containing 2,500 or more persons, as defined by the U.S. Department of Commerce and stated in the California Urban Forestry Act.
- The applicant must comply in all respects with applicable local and county ordinances, and applicable state and federal laws and regulations, including the California Environmental Quality Act (CEQA).

- Any trees and plant materials selected are climate appropriate, drought-tolerant, and well-suited to the site.
- Any tree planting within the project shall adhere to Appendix F at a minimum and must be reflected in the budget provided with the application. Amendments to the number of trees planted as stipulated in the budget and grant agreement will require CAL FIRE approval. Failure to follow the Standards in Appendix F will lead CAL FIRE to require the replacement of the trees at the grantee's cost.
- Evidence of long-term care for the trees must be shown.
- Project deliverables must be publicly available at no cost.

Ineligible Practices

The following practices will not be funded by this grant program:

- No practices other than those described above may be funded by this grant program without prior written approval by CAL FIRE.
- Projects that will not have any impact beyond the grant period.
- For any tree planting that is part of the project, any practice not allowed by the Urban Forest Expansion and Improvement grant type.

Eligible Costs (See **Appendix B**)

Other than the necessary costs for any tree planting component, only costs associated with urban forest education and workforce development programming may be funded. Any tree planting costs must comply with the eligible costs of the Urban Forest Expansion and Improvement grant type above.

Ineligible Costs

See General Ineligible Costs section of these grant guidelines. The following costs are also ineligible:

- Any costs unrelated to the urban forest education and workforce development project identified in the application.
- For any tree planting component of the project, any cost not allowed by the Urban Forest Expansion and Improvement grant type.

Project Scoring (100 points possible)

Priority Population, Disadvantaged Community, Low-Income Community, or Low-income Household:

- The project meets state and/or Federal criteria providing a benefit to a priority population, disadvantaged community, low-income community, or low-income household.
- The degree to which the project creates jobs or job training opportunities for residents of a Priority Population, Disadvantaged, or Low-Income Community or Low-income Household or the degree to which the project will consider contractors that are based within the disadvantaged or low-income communities being served.
- The degree to which the community has been engaged with the project in authentic ways, and/or will be involved in project planning and implementation.

Project Co-Benefits:

- The co-benefits of the project are high in relation to the requested budget.
- The extent to which the project helps the State meet its climate change adaptation strategies. See CA Natural Resources Agency's Building Climate Resilience Report.

Curriculum or Practical Application:

- The degree to which the project will teach industry knowledge of best management practices, skills, and/or abilities to prepare people for a career in urban forestry or a closely related field.
- The degree to which the project has a quality plan to assist enrolled individuals in achieving careers in urban forestry or a closely related field.
- The degree to which the project will be effective in preparing people for careers in urban forestry or a closely related field, including professional, social, emotional, and occupation skills.

Project Quality:

- The degree to which the project has effective partnerships.
- The degree to which the project is replicable.
- The degree to which the program will continue to operate after the grant period.

Urban Forestry Regional or Statewide Impact

Eligible Applicants

Eligible applicants include California cities, counties, qualifying districts, Federally Recognized Tribal Nations, Tribal affiliated nonprofits, and/or nonprofit organizations qualified under Section 501(c)(3) of the Internal Revenue Code. Districts include, but are not limited to, school, park, recreation, water, and local taxing districts.

Purpose

The purpose of this grant type is to fund the improvement, expansion, and coordination of urban forestry programs throughout a large geographic area or at a statewide level. An established organization will serve as a convener to complementary initiatives, and/or a champion for engaging underserved areas and populations. Organizations must employ multiple strategies and corresponding actions.

Project Eligibility

These criteria must be met for a project to be eligible:

- Grant requests must provide services, actions, and deliverables to a geographic area of two counties or larger or serve a population of 2 million or more. Preference will be given to serving greater numbers of people and underserved populations.
- Project activities must include components of more than one Grant Type as described within Urban Forest Expansion and Improvement, Urban Forest Management Activities, Urban Forestry Education and Workforce Development, and Urban Forest Capacity Building. Furthermore, activities should relate to achieving goals as a convener of complementary initiatives, a sponsor for local champions, an incubator to assist small or new organizations, groups, or grassroots efforts, and a champion for engaging underserved areas and populations. Activities may be customized to unique needs but should be part of a cohesive strategy for the service area. For example, training and tree planting activities may be provided to one group while another is provided with assistance with inventory, standards, or best practices.
- Sub-grants are allowed, and a cost-share or match waiver should be passed on to sub-grant recipients as well.
- The amount requested must be between $150,000 - $3,000,000
- Project is in an “urban area” or “urban cluster” containing 2,500 or more persons, as defined by the U.S. Department of Commerce and stated in the California Urban Forestry Act.
- The applicant must comply in all respects with applicable local and county ordinances, and applicable state and federal laws and regulations, including the CEQA.
- Any trees and plant materials selected are climate appropriate, drought-tolerant, and well-suited to the site.
- Any tree planting within the project shall adhere to Appendix F at a minimum. Failure to follow the Standards in Appendix F will lead CAL FIRE to require the replacement of the trees at the grantee’s cost.
- Evidence of long-term care for the trees must be shown.
- Project deliverables must be publicly available at no cost.

Ineligible Practices

The following practices will not be funded by this grant program:

- No practices other than those described above may be funded by this grant program without prior written approval by CAL FIRE.
- Projects that will not have any impact beyond the grant period.
- For any tree planting that is part of the project, any practice not allowed by the Urban Forest Expansion and Improvement grant type.

Eligible Costs (See **Appendix B**)

- Eligible and ineligible costs as outlined in the grant types including Urban Forest Expansion and Improvement, Urban Forest Management Activities, and Urban Forestry Education and Workforce Development.

Ineligible Costs

See General Ineligible Costs section of these grant guidelines.

Project Scoring (100 points possible)

Priority Population, Disadvantaged Community, Low-Income Community, or Low-income Household:

- The project meets state and/or Federal criteria providing a benefit to a priority population, disadvantaged community, low-income community, or low-income household.
- The degree to which the project creates jobs or job training opportunities for residents of a Priority Population, Disadvantaged, or Low-Income Community or Low-income Household or the degree to which the project will consider contractors that are based within the disadvantaged or low-income communities being served.
- The degree to which the project will serve and train unemployed individuals in beginning a career or advancing a career in urban forestry or a closely related field.

Project Co-Benefits:

- The co-benefits of the project are high in relation to the requested budget.
- The extent to which the project helps the State meet its climate change adaptation strategies. See CA Natural Resources Agency's Building Climate Resilience Report.

Canopy Cover:

- The degree to which the project establishes (or improves) and progresses towards regional urban tree canopy cover goals and establishes policies and programs for continuation after the term of the grant.
- The degree to which the project builds local capacity and authority, supported by strong unified networks and partnerships.
- The degree to which the project will have a lasting impact on the large geographic area in a meaningful way.
- The degree to which the project will complement USDA Forest Service direct Inflation Reduction Act Urban and Community Forestry awards or serve constituents that were not awarded.

Project Quality:

- The degree to which the project has effective partnerships.
- The degree to which the project is replicable or scalable.
- The degree to which the program will continue to operate after the grant period.

Urban Forest Equity Capacity Building

Eligible Applicants

Eligible applicants include California cities, counties, qualifying districts, Federally Recognized Tribal Nations, Tribal affiliated nonprofits, and/or nonprofit organizations qualified under Section 501(c)(3) of the Internal Revenue Code. Districts include, but are not limited to, school, park, recreation, water, and local taxing districts.

Purpose

The purpose of this grant type is to provide technical expertise, assistance, grant writing capacity and/or grant reporting support to eligible entities with project needs in disadvantaged and/or low-income urban communities that may not have that capacity in-house. Established entities can apply to this grant type to serve as a supporter for local champions, a mentor or incubator to assist small, emerging, or new organizations or community-based groups, or to support one or more external or partner entities in securing project implementation funds, reporting on grant activities and/or providing arboriculture or urban and community forestry expertise needed to implement place-based projects in disadvantaged communities. Sub-awards can support smaller, community-based organizations in local projects defined under the Urban Forest Expansion and Improvement, Urban Forest Workforce Development, and Green Schoolyards Grant Type.

Projects must reach beyond urban forestry groups and support new, emerging, and/or non-traditional groups, partners, sectors, and audiences to maximize benefit. Projects may include, but are not limited to, education and outreach campaigns, tree planting activities, and community-based stewardship of trees. Successful projects will have effective and diverse partnerships to deliver impact. Applicants must provide a plan to create an efficient progress, financial tracking, and accomplishment reporting system for any subawards, and 80% of funds must support subgrantee needs. Applicants must manage the subgrant in-take processes, conduct evaluations, project risk through ongoing monitoring, project tracking and reporting for communities.

Project Eligibility

These criteria must be met for a project to be eligible:

- Projects that directly support community-based organizations with a clear and identified need for increased urban and community forestry capacity, grant reporting, grant writing, and/or technical assistance.
- Projects should be place-based and specifically designed and customized to meet specified community needs.
- Projects that support the creation, development, and implementation of education and outreach campaigns, programs, training programs, and/or projects that engage communities in urban forestry as it intersects with other issues and sectors.
- Projects must encourage the growth, maintenance, and/or protection of urban forests by demonstrating the benefits urban trees provide to a community's resilience, identity, well-being, and/or public health.
- Projects must promote an understanding of urban and community forestry and the goals of the Urban Forestry Act.
- Lead applicants will need to secure written CAL FIRE approval before sub-granting.
- Projects shall address local environmental and climate justice priorities and be inclusive in messaging.

- The amount requested must be between $150,000 and $1,500,000.
- The applicant must comply in all respects with applicable local and county ordinances, and applicable state and federal laws and regulations.
- Any project deliverables must be publicly available at no cost.

Ineligible Practices

The following practices will not be funded by this grant program:

- No practices other than those described above may be funded by this grant program without prior written approval by CAL FIRE.
- Projects that will not have any impact beyond the grant period.

Eligible Costs (See **Appendix B**)

- Grant funds may be used to support project costs including, but not limited to, training, accounting, reporting, grant writing, project planning, education and outreach.
- Purchase, development, and distribution of educational materials
- Planning and implementation of educational events
- Funding of educational signs, development, and materials.
- Total Direct Administrative Costs cannot exceed 20% of the total budget.

Ineligible Costs

See General Ineligible Costs section of these grant guidelines. The following costs are also ineligible:

- Any costs not allowed under the Urban Forest Expansion and Improvement, and Urban Forest Workforce Development, and Green Schoolyards Grant Types.

Project Scoring (100 points possible)

Priority Population, Disadvantaged Community, Low-Income Community, or Low-income Household:

- The project meets state and/or Federal criteria providing a benefit to a priority population, disadvantaged community, low-income community, or low-income household.
- The degree to which the project creates jobs or job training opportunities for residents of a Priority Population, Disadvantaged, or Low-Income Community or Low-income Household or the degree to which the project will consider contractors that are based within the disadvantaged or low-income communities being served.
- The degree to which the project will serve and train unemployed individuals in beginning a career or advancing a career in urban forestry or a closely related field.

Increased Capacity Building:

- The degree to which the project addresses a specific and identified community need.
- The degree to which the project supports subgrantees, new and emerging place-based leaders or groups, and offers technical assistance, urban and community forestry training, professional services, or support services.
- The degree to which project partners will share industry knowledge of best management practices, skills, and/or project planning protocols to foster stewardship of urban and community forests.
- The degree to which the project promotes an understanding of urban and community forestry or related disciplines in line with the goals of the Urban Forestry Act.
- The degree to which the project focuses on local urban environmental and climate justice priorities.

- The extent to which the project helps the State meet its climate change adaptation strategies. See: CA Natural Resources Agency's Building Climate Resilience Report.

Project Quality:

- The degree to which the project includes effective and diverse partnerships, including those with new and emerging leaders, non-traditional community groups, or initiatives.
- The degree to which the project accounts for monitoring and evaluation, project tracking, and impact reporting of community projects and subgrants.
- The degree to which the project states clear goals and deliverables.
- The extent to which training, education, and outreach are inclusive and resonate with place-based cultural and sociodemographic groups and geographical areas.

Green Schoolyards

Eligible Applicants

Eligible applicants include California cities, counties, qualifying districts, including but not limited to school, park, recreation, water, and local taxing districts, Federally Recognized Tribal Nations, Tribal affiliated nonprofit organizations qualified under Section 501(c)(3) of the Internal Revenue Code, non-profit childcare facilities receiving government funding, and/or nonprofit organizations qualified under Section 501(c)(3) of the Internal Revenue Code.

Purpose

The purpose of this grant type is to create green schoolyards to protect the health, well-being, and educational opportunity of children most vulnerable to increasing temperatures and extreme heat across California. Projects shall be centered around improving the environmental conditions and experiences for school children with the highest levels of co-benefits and all projects and project activities shall be connected to tree cover and nature-based activities. Projects will invest in nature-based climate solutions that deliver multiple benefits such as helping to alleviate extreme heat, improving the immediate environment for students as well as supporting outdoor learning and environmental literacy, while also reducing GHG emissions, improving functionality of urban forests, arresting the decline of urban forest resources, increasing climate change resilience, improving the quality of the environment in urban areas, and optimizing co-benefits to school children and surrounding urban residents. Such projects shall include the planting of trees and may include converting pavement to green spaces on school campuses with a focus on child-accessible areas of campus. Projects may also include strategies such as the installment of natural features for learning and recess such as pocket forests, rain gardens, food forests and landscaping in support of outdoor classrooms, as well as maintenance of planted vegetation and trees for the duration of their expected life span. Public access is encouraged after school hours to areas identified by the campus for a specific purpose such as recreation or growing food. A joint-use agreement may enable public access while sharing maintenance responsibility and costs with a responsible government entity. A plan must be in place for the maintenance of the respective area to ensure student safety, including activities such as clean up or inspection after public use and prior to student use. A Memorandum of Understanding or other agreement format as approved by CAL FIRE with the responsible entity is required.

Additional Requirements

- For projects on State property, an architect or structural engineer must be part of the project design review and must approve site drawings before the application to Division of the State Architect (DSA) is submitted. Conceptual site plans that illustrate or define the proposed improvements and identify existing accessible path of travel elements (as described in CBC 11B202.4) are required.
    - ***Note**: This professional does not have to be identified at the time of Green Schoolyards grant application or project award.*
- Applicants shall obtain a memorandum of understanding (MOU), resolution, or signed letter from the respective local educational or child services agency supporting the project before being awarded a grant.
- For non-profit childcare facilities applicants, proof of active childcare license is required upon application submission.
- For Green Schoolyard applicants who do not own their property outright, CAL FIRE also requires:
    - A signed copy of Property Lease Agreement

- A signed Memorandum of Understanding (MOU) with the property owner ensuring long-term commitment to the project

Project Eligibility

These criteria must be met for a project to be eligible:

- For projects occurring in childcare facilities, the facility **must be licensed and in operation** at the time the application is submitted.
- Each school campus included in the project will form a group of staff, including the respective school principal, grounds management, and teachers, to lead/guide the implementation of the project, help optimize the benefits to students and staff, and ensure long-term success of the project.
- The project will report on GHG reductions achieved by the project, following CAL FIRE guidelines. Grant requests must include the creation, development, and implementation of projects that improve, expand, and maintain healthy urban trees on California school campuses.
- Projects shall incorporate shade tree plantings and may incorporate the conversion of pavement to green spaces on school campuses with a priority on the child-accessible areas of campus in the campus design.
- Campuses included in the project must be listed by name in the grant application.
- The project must have a commitment for active participation from school staff and the school district and must show that the (school) community where the project will occur was, and/or will continue to be, authentically engaged about the project. CAL FIRE staff shall be invited to project (planning) meetings with school community members and reports should submitted as part of progress reporting.
- The school district and campus must have or develop policies, best practices, and staff for tree/landscape maintenance, budget, and goals expressed and adopted in long-term plans.
- The applicant must comply in all respects with all applicable local and county ordinances, and all applicable state and federal laws and regulations, including the California Environmental Quality Act (CEQA).
- Projects shall include an education and outreach component.
- Grantees shall maintain and operate the project developed pursuant to the grant long term; evidence of adequate long-term care for the trees and other nature-based solution features must be shown.
- Tree planting within the project shall adhere to Appendix F at a minimum. Failure to follow the Standards in Appendix F will lead CAL FIRE to require replacement of the trees at the grantee's cost or reimburse CAL FIRE the funds used to plant the trees.
- All campus designs must be created or approved by a landscape architect or other qualified professional.
- Applicants must show proof of having an International Society of Arboriculture (ISA) certified arborist or other qualified, CAL FIRE approved, professional on staff or as contractor / consultant during project design, species selection, and project implementation including ensuring quality stock is being planted.
- Trees and plant materials selected shall be climate appropriate and well suited to the site. One measure of this is that tree and plant species selected are classified as very low, low, or moderate water use species in the WUCOLS IV or are justified for the planting site(s) selected and as approved by CAL FIRE.

- Awarded projects shall comply with the Model Water Efficient Landscape Ordinance or the local agency landscape water ordinance and shall use drought-tolerant plantings, as appropriate.
- The property does not have to be owned by the school and/or childcare facility, however, an MOU or certified letter from the respective owner is required to ensure long-term use and maintenance of the project as well as access to CAL FIRE for inspections.
- The amount requested must be between $150,000 and $1,500,000.
- Project deliverables must be publicly available at no cost.

Ineligible Practices

The following practices will not be funded by this grant program:

- Planting trees that require excessive maintenance such as: excessive long-term watering, fertilizing, exterminating, or controlling plant pests and diseases to survive.
- Projects that plant trees that will eventually conflict with overhead or underground utilities or ground-located infrastructure.
- Projects that will not result in a net greenhouse gas (GHG) benefit.
- Planting (potentially) invasive species as determined by referencing the California Invasive Plant Council or similar reference approved by CAL FIRE.
- Projects that use synthetic fertilizer. Organic fertilizers (e.g., compost, manure) may be used.
- Projects taking place on public or private property and that do not show concurrence of the controlling governmental jurisdiction or private property owner (the private property owner must agree to the planting before it may occur).
- Property acquisitions.
- Project elements that are purely aesthetic or are otherwise not eligible under the California Urban Forestry Act.
- Artificial turf, reflective paint, or other non-natural activities only with justification and after all other options have been exhausted.
- Any activities not connected to tree cover and nature-based activities.
- Planting of trees in containers of any size.

Eligible Costs (also see **Appendix B**)

- Grant funds may be used to support project costs including, but not limited to, planning, permitting (including CEQA), environmental assessment, design, pavement removal, soil testing, remediation of hazardous materials from pavement removal, water-efficient irrigation, and project maintenance.
- Trees, plants, and planting materials
    - Trees in the #15 (gallon) container size are eligible. Balled and burlapped and bare-root tree stock are also eligible if the size and quality are equivalent. Smaller containerized stock, seedlings, and direct seeding may also be considered by CAL FIRE in situations where appropriate. Fruit trees in various sizes are eligible with justification. Other larger tree sizes may be considered on a case-by-case basis, but the widespread use of 24” box and larger trees is not likely to be considered. Refer to Appendix F for additional information.
    - Site-appropriate plants in sizes justified for the project.
    - Planting materials may include stakes, ties, and root collar protectors proportional to the number of trees being planted; grow tubes for small container, seedling and direct seeding; wood chip surface mulch, soil amendments in areas of hard clay soil or sandy

soil; soil where needed to complete backfill; watering tools; and hand tools.
    - Cost-effective, water-efficient irrigation system supplies. Includes new irrigation or retrofits to existing irrigation.
    - Replacement trees. A subline item for replacement trees may be budgeted for but may only be used with prior CAL FIRE Regional Urban Forester approval. Such approval will be contingent on the reason the replacement is needed. Any funds left in this line item near the end of the grant may be used to plant additional trees (exceeding the scope of work). Trees required to be replaced due to grantee or subcontractor negligence will not be paid for with grant funds.
- Labor directly related to the project, including young tree establishment, structural pruning, stake adjustment and removal, and water-wise irrigation, nature-based curriculum development, staff training, landscape design consultants, etc.
- Costs of tracking and reporting GHG reductions for the supplied criteria are eligible.
- Purchase, development, and distribution of education materials and supplies directly related to the scope of the proposed project.
- Funding educational signage and materials (For sign requirement details, please see the Project Signage and Recognition section. CAL FIRE staff will approve signage plans on a case-by-case basis).
- In projects where the planting of trees involves the establishment of new, permanent tree planting sites or expansion of existing vacant sites, the costs for removal of asphalt, concrete paving, and/or other hardscape are eligible.
    - If hardscape cuts are to be made, they must be 30 square feet in area at minimum, and no less than 3 feet in width on any side. Larger is preferred. For existing sites, expansion of planting sites is an allowable cost and is encouraged.
- Site improvements may include soil cells or structural soil.
- Soils testing to determine the needs of the site are eligible.
- Water-efficient irrigation supplies or system components are eligible.
- Travel that is necessary and reasonable related to achieve project objectives

Ineligible Costs

See General Ineligible Costs section of these grant guidelines.

Project Scoring (100 points possible)

In-need educational facilities:

- The project meets state and/or Federal criteria providing a benefit to a priority population, disadvantaged community, low-income community, or low-income household.
- Degree to which students will be involved with the project.
- Degree to which school staff will be involved with the project.
- Degree to which students will benefit from the project.
- The degree to which the school community has been/will be engaged about the project in authentic ways, and/or will be involved in project implementation.

Co-Benefits:

- The co-benefits of the project are high in relation to the requested budget.
- The degree to which the project uses trees to reduce consumption of finite energy resources,

capture storm water, improve air quality, and/or reduce urban heat island effects.

- The degree to which the project involves students and/or the school community in planting and/or maintenance of trees (stewardship).
- The degree to which the project will contribute to improved student experience, health, and learning.
- The extent to which the project helps the State meet its climate change adaptation strategies. See CA Natural Resources Agency's Building Climate Resilience Report.

Best Management Practices:

- The degree to which the tree species selection is diverse and site appropriate.
- The degree to which the project provides urban forest resources to areas where such resources are absent or replenishes such resources where they are badly depleted.
- The degree to which the quantity and methods of establishment follow-up care practices will lead to long term success of the project.
- The extent to which the project will use locally sourced or recycled water in project design.

Project Quality:

- The degree to which the project has effective partnerships.
- The degree to which the project is planned and organized based on a (school) community driven process.
- The degree to which policies, plans, procedures, staffing, and budgets support long-term success.
- The degree to which the project will have an education and outreach component that develops public awareness of the need for expanding and managing urban forest resources.
- The extent to which messages are inclusive and resonate with various cultural and sociodemographic groups and geographical areas of the state or region.

APPENDIX A – Application Submission

Applicants must have an active eCivis Grants Portal profile and complete the online electronic application package via:

https://gn.ecivis.com/GO/gn_redir/T/qb5oi8zj4xe8

Grant Application Dates:

- **Applications Due:** Thursday, May 30, 2024, by 5:00 PM PDT
- **Grant Review Period:** June 2024
- **Awards Announced:** June – July 2024

Important Considerations:

- The application should be submitted by the individual that will be actively managing or have an administrative role associated with the grant project should the project be selected for funding.
- Refer to the eCivis Grants Portal Application Submittal User Guide for instructions on how to access and navigate the Grants Portal in order to submit your application.
- Applicants must answer all required questions which are identified with asterisks (*). Other questions are either optional or may not apply to all grant types.
- Applicants must make sure they fill out all relevant sections for the grant type they are applying for. If applicants do not, their application willnot be scored.

APPENDIX B – Eligible Costs, Budget Worksheet, and Budget Narrative

CAL FIRE strongly recommends the following as you prepare project costs for the Budget Worksheet:

A. **Applicants must indicate which line items in each budget category are Administrative Costs.**
B. **Applicants are encouraged to consider inflationary costs during budget development.** Examples of this can include known or projected salary or benefit cost increases for employees, cost of delivery of tree stock increasing, costs of permits increasing, etc. Keep in mind that the overall cost of your project cannot increase during the grant, subject to CAL FIRE discretion.
    1) Amounts must be estimated using broadly accepted cost estimating methodologies, specified in the budget documentation of the Federal award, and accepted by the Federal awarding agency, per Code or Federal Regulations 200.433.
    2) In order for actual costs incurred to be allowable, they must comply with the cost principles and other requirements (see also 200.300 and 200.403); be necessary and reasonable for proper and efficient accomplishment of project or program objectives, and be verifiable from the non-Federal entity's records.
C. **Applicants are encouraged to implement two internal practices** to greatly simplify project billing and reduce the volume of receipts and backup documentation that will be required for reimbursement:
    1) **Adopt a per diem rate for any travel costs.** The most effective way to do this is by adopting the Federal General Services Administration Per Diem Rate via Per Diem Rates | GSA.
    2) **Adopt the IRS mileage rate** for vehicle travel and simply record miles travelled in each vehicle used to support the project. Mileage rates charged in grant budget shall not exceed the rates allowable by IRS via Standard Mileage Rates.

Budget Categories, Eligible Costs, and Required Documentation

Project costs must be consistent with the proposed scope of work and incurred during the grant performance period, as specified in the grant agreement. Use the table below as a reference while constructing a budget for the application. All project costs must be expended in accordance with 2 CFR 200 Subpart E Cost Principles.

Budget Category	Eligible Costs	Required Documentation
Salaries and Wages	Salaries and wages of employees ***employed only by the grantee (not Contractors or partners)*** who are ***directly*** engaged in the implementation of the grant project, limited to actual time spent on the grant project. Examples of allowable expenditures include time related to site visits, scope of work activities, project monitoring, and completion of financial or project reporting related to the grant project, etc. Staff time related to accounting and business services is allowable only if	A payroll summary of all employees' time spent on the project must be provided. Payroll documentation should show a nexus between time worked on the project and wages paid to the employee after the fact. Timesheets or similar documentation detailing days and hours worked on the project must be maintained and kept for audit purposes (they need not be sent to CAL FIRE with invoices unless otherwise instructed by CAL FIRE). All salary and wages charged to the grant must tie

	those functions are not included in the grantee's Indirect Cost.	back to the grantee's accounting records.
Benefits	Employer contribution share of fringe benefits associated with employees ***employed only by the grantee (not Contractors or partners)*** who are directly engaged in the execution of the grant project and listed under Salaries and Wages category in the budget worksheet. Benefits may include Social Security, Medicare, Health Insurance, Pension Plan costs, etc. as applicable for the specific employee. Leave benefits (i.e. sick leave, vacation, etc.) that are consistent with the grantee's leave benefit policy may be charged to the grant in proportion to the percentage of time worked on the grant within the pay period.	Same documentation as Salaries and Wages. Payroll summary documentation showing wages and hours paid to the employee and associated fringe benefits. Any leave charged to the grant must reflect the calculation of time spent on the grant compared to the overall time worked. A statement certifying that leave charged to the grant is in proportion to the employee's time spent must be included as part of the supporting documentation. Back-up documentation is to be kept by the grantee for audit records.
Contractual	Contractual costs include direct consultant and contractual services that are necessary and reasonable for project implementation and hired by the grantee to achieve the objectives of the project. This includes all costs incurred by any entity that is not the grantee directly, i.e. by Contractors. This budget category can include supplies, salaries, and all other expenses incurred by contractors hired by the grantee. Examples of contractual costs can include, but are not limited to: • Arborists, landscape architects, urban forest management plan consultants, or other qualified professionals • GHG verification contractor, accountant, or bookkeeper • Nature-based education curriculum development Procurement of contractual services should be documented to ensure selection on a competitive basis and documentation of cost analysis. Grantees	Invoices from Consultant/Contractor identifying expenditure, services performed and period of services. Documents related to consultant/contractor selection analysis shall be kept by the grantee but available for audit purposes.

	may contract for services that cannot be provided by staff employed by the Grantee. Generally, these services are for a short-term period and provide a specific and identifiable product or service. Grantees are responsible for ensuring their contractors/consultants comply with applicable federal regulations and requirements. Contractors must not affect the Grantee's overall responsibility for the management of the project, and the Grantee must reserve sufficient rights and controls to enable it to fulfill its responsibilities for the project. Grantees must establish and follow a documented procurement policy which conforms to applicable federal law and reflects applicable state, local and Tribal laws and regulations. Federal regulations require all procurement transactions be conducted in a manner providing full and open competition and consistent with the procurement standards of 2 CFR 200.317 – 200.327.	
Travel & Per Diem	Travel costs include those that are incurred ***only by the grantee (not Contractors or partners)*** and associated with travel to and from project sites, meetings, etc. directly related to the grant project and considered reasonable and necessary for the completion of the project. Reimbursement rates shall be consistent with the grantee's written travel policy. • Per Diem rates charged in the grant budget shall not exceed the Federal General Services Administration Per Diem Rate via Per Diem Rates | GSA. • Mileage rates charged in grant budget shall not exceed the rates allowable by IRS via Standard Mileage Rates.	Receipts identifying travel costs (i.e. lodging, rental cars). Mileage must be documented by either employee travel claims that are signed by the employee or vehicle mileage logs for vehicles owned by the grantee. Per Diem must be documented by employee travel claims. Grantee may be requested to provide a copy of their written travel policy.

Supplies	Supplies that are used in the direct support of the project and ***purchased directly by the grantee (not a Contractor or Partner).*** Supplies exceeding $500 per unit cost shall be documented to ensure procurement of supplies on a competitive basis and documentation of cost analysis. Supplies are items with an acquisition cost less than $5,000 per unit that are used exclusively for the objectives of the project. Examples of Supplies include but are not limited to: Project signage, shovels, tree maintenance tools, etc.	Receipts or invoices identifying items purchased, cost, and date of purchase. Documentation related to cost analysis of procurement of supplies exceeding $500 shall be kept by the grantee but available for audit purposes.
Equipment	Equipment consists of items exceeding $5,000 or more per unit cost having a tangible useful life of more than one year. ***Equipment purchases are not an allowable expense under this grant***. Items less than $5,000 per unit cost should be included in the "Supplies" budget category. Costs associated with the use or lease of equipment should be included in the "Other" budget category.	***Equipment purchases are not an allowable expense under this grant***.
Other	Other costs include those that do not fit in any of the above budget categories. All Other costs must be directly related to the grant project. Examples include: • Cost to lease vehicles and/or equipment • Usage of equipment owned by the grantee charged to the grant (at a rate set by the California Department of Transportation (CalTrans) "Labor Surcharge and Equipment Rental Rate Book". Rates assessed on equipment not addressed in the CalTrans guide must obtain CAL FIRE approval prior to equipment use. • Participation Support Costs, such as stipends paid to volunteers (those working on the project who	Invoices or receipts identifying the item and cost charged to the grant. Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment leased, dates equipment was leased, lease rate, and total cost. Usage of grantee equipment must be substantiated with an equipment usage log, equipment used, rate, and total rental cost.

	are not employed by the grantee) are allowable, although grantees are not able to include those estimated wages as matching funds if a stipend is paid. Volunteer rates can be found at: VITA Grant FAQs Category: Matching Funds | Internal Revenue Service (irs.gov) ***Notes***: • *Food is not an eligible expense on CAL FIRE grants unless it is reflected as Per Diem.* • *For grantees that grow their own tree stock: It is not appropriate to charge retail rates for trees grown specifically for the project. Wholesale costs may be applied, with documentation provided. Charges for growing materials, labor, etc. may all be part of those wholesale costs.*	
Indirect Costs	**Indirect Costs are not to exceed 10% of the Modified Total Direct Cost (MTDC) unless the applicant provides proof of an approved federally Negotiated Indirect Cost Rate Agreement (NICRA) to CAL FIRE upon application submission.** Indirect Costs differ from Administrative Costs. Indirect Costs are those associated with doing business that are of a general nature and are incurred to benefit two or more functions within the grantee organization. These costs are not usually identified specifically within the grant agreement, project, or activity, but are necessary for the general operation of	The indirect cost rate is calculated as a percentage of the MTDC. The MTDC includes all direct costs and the first $25,000 of each sub-award minus any costs int the Equipment budget category. Indirect rates cannot be applied to costs in the Equipment budget category. Applicant that has an approved NICRA must apply the rate consistent with the basis of the approved rate. Applicant must provide a copy of their approved NICRA to be utilized for the duration of the grant award.

	the organization. Examples of Indirect Costs include: • Salaries and benefits of employees not directly assigned to a project • Functions such as personnel, accounting, budgeting, audits, business services, information technology, janitorial, and salaries of supervisors and managers • Rent, utilities, supplies, etc. Functions included as direct versus Indirect Costs must be applied consistently for all activities within the grantee organization, regardless of fund source. Refer to Code of Federal Regulations 200.413 and 200.414 for more information to determine if costs are considered direct or indirect.	

Application Budget Worksheet Details

The application Budget Worksheet in the eCivis Grants Portal includes the following defined budget categories, and applicants are responsible for including individual line items within each budget category as needed according to their scope of work, deliverables, and project activities:

1. Salaries & Wages
2. Employee Benefits
3. Contractual
4. Travel & Per Diem
5. Supplies
6. Other
7. Indirect Costs

For each line item in the eCivis Grants Portal Budget Worksheet, the following information is required:

- **Description**
- **Unit:** if more than one, you can enter multiple units
- **Unit Cost:** per unit cost
    - ***Note****: if Unit and Unit Cost is used, the Cost field will automatically be populated with the Unit number multiplied by the Unit Cost*)
- **Extended Cost:** this is intended to represent the total item cost including requested funds and cost share if applicable, which could differ from the budgeted amount
- **Cost:** total amount budgeted for this item, represents the amount of grant funding requested for this item

- **Indirect Cost:** this field should be calculated as a percentage. You can check or uncheck this field in the eCivis Budget Worksheet to include it in your total indirect costs.

***Note**: Indirect costs are not to exceed 10% of the Modified Total Direct Cost (MTDC) unless the applicant provides proof of an approved federally Negotiated Indirect Cost Rate Agreement (NICRA) to CAL FIRE during application submission**.** Administrative Costs cannot exceed 20% of direct costs.*

APPENDIX C – Required Application Forms & Documentation

The following forms and documentation must be submitted before a grant agreement can be completed. As some of these may require approval from authorizing entities (ex: a city council with a predetermined meeting schedule, agenda, and approval process), it is strongly recommended applicants be proactive to ensure all required forms are complete and included in the application submission on CAL FIRE's eCivis Grants Portal. Required forms and documentation templates will be available through the CAL FIRE Urban and Community Forestry Grant Programs website.

Required Standard Forms

1. Payee Data Record form (STD. 204)
    a. The STD. 204 form indicates that local government entities do not need to fill it out. CAL FIRE utilizes this form internally for all grantees, so it is required that all applicants fill it out.
2. Nondiscrimination Compliance Statement form (STD. 19)
3. Drug-Free Workplace Certification form (STD. 21)
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions (AD-1048)
5. CAL FIRE Environmental Checklist
6. Urban Forestry Grants Resolution

Required Documentation

1. Letters of Commitment from Project Partners(s)
    a. Applicants that include contributing partners must clearly describe the relationship with each partner(s) and submit a signed letter of commitment from each contributing partner with the application package.
2. Proof of project benefits directly serving Priority Population(s)
    a. Upload a screenshot showing that the project area, population, or community served through this project is identified as a disadvantaged and/or low- income per one of the tools listed above.
3. If applicable, proof of active registration via SAM.gov and a Unique Entity Identifier (UEI). Applicants do not need to be registered in SAM.gov at the time of application. Registration on SAM.gov will be required before prior to the execution of a grant agreement if awarded.
4. Proof of federally Negotiated Indirect Cost Rate Agreement (NICRA), if applicable.

Additional required documentation for Green Schoolyard Grant Type applicants:

1. Conceptual site plans that illustrate or define the proposed improvements.
2. For Green Schoolyard projects on State property, Conceptual site plans that illustrates or defines the proposed improvements and identifies existing accessible path of travel elements as described in CBC 11B202.4). See Appendix H for more guidance.
3. A signed Memorandum of Understanding (MOU) from the nonprofit childcare facility or school, if the nonprofit childcare facility or school is not the applicant.
4. For childcare facilities, proof of active childcare license.
5. For Green Schoolyard applicants who do not own their property outright, CAL FIRE also requires:
    a. A signed copy of Property Lease Agreement

   b. A signed Memorandum of Understanding (MOU) with the property owner ensuring long-term commitment to the project
6. California Air Resources Board Job Co-benefit Modeling Tool
7. CCI Quantification, Benefits, and Reporting Materials Page

SAM.gov Registration: All applicants must have an active registration on SAM.gov upon award and grant agreement execution, and applicants must maintain active registration throughout the life of the award. Registering on SAM.gov is required to receive funds from the federal government. Get free help at SAM.gov in the "Help" section and at the Federal Service Desk (FSD) where you will find SAM.gov user guides, quick start guides, helpful hints, videos, and frequently asked questions.

APPENDIX D – Grantee Progress Reporting

The required invoice, reporting forms, and spreadsheets will be distributed to the grantee once a grant agreement has been finalized. Invoicing and progress reporting will occur on a quarterly basis every three months (March 31st, June 30th, September 30th, and December 31st) unless the assigned CAL FIRE Regional Urban Forester approves a request or requires a different reporting standard. For each report, the grantee will be required to report:

Financial

- Grant funds expended for the reporting period and to date for the grant.
- Total funds expended for the reporting period and to date for the grant.

Tree Planting

- The number of trees planted in the reporting period and to date for the grant, and/or any other plants planted in the reporting period and to date for the grant.
- Minimum Data Collection Attributes Spreadsheet (MDCA) will be provided to grantee. MDCA tree data to be reported for each reporting period and the project to date includes:
    - Unique tree number identifier, tree funder, scientific name, street address, other location information, city or urban area, ownership type, latitude, and longitude (x/y coordinates), census tract, priority population (DAC/LIC) status, date planted, tree stock size, and the type of growing space.
- A description of all tree and plant maintenance activity completed during the reporting period.

Project Benefits

- The net GHG benefit (metric tons CO2e) for the reporting period and the grant to date.
- Quantification (when possible) and description of co-benefits for the reporting period.
    - Greenhouse Gas Reduction Benefits Calculator
    - CARB's Job Co-Benefit Modeling Tool

Partnerships

- A description of the role of project partners during the reporting period and any challenges or successes derived from the partnerships.

Priority Populations

- A list of the disadvantaged and/or low-income census tracts worked within during the reporting period (per CARB Guidance).

Scope of Work & Deliverables

- A general description of activities, events, or milestones completed during the reporting period.
- Any planned events or milestones expected for the next reporting period.
- A description of any challenges faced and if the challenges were overcome.
- Planned events and future planned activities or milestones.

Grant Products

- Representative project photos and/or maps.
- Grant products produced (ex: educational materials, event fliers, meeting attendance sheets, reports, etc.)

APPENDIX E – CAL FIRE Urban and Community Forestry Program Staff

Regional Urban Foresters

Name	Counties Served	Phone	Email
Evan Jones	Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lake, Lassen, Modoc, Napa, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehama, Trinity, Yolo, Yuba	(916) 201-8942	evan.jones@fire.ca.gov
Tanner Mar	Alameda, Contra Costa, Del Norte, Humboldt, Marin, Mendocino, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma	(415) 265-9059	Tanner.Mar@fire.ca.gov
Jessica Casas	Calaveras, Fresno, Kern, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Luis Obispo, Santa Barbara, Stanislaus, Tulare, Tuolumne	(559) 753-3661	Jessica.Casas@fire.ca.gov
Greg Dion	Inyo, Mono, Riverside, San Bernardino	(909) 553-8057	Greg.Dion@fire.ca.gov
Amanda Ma	Los Angeles	(619) 937-1410	Amanda.ma@fire.ca.gov
Darrik Carlson	Los Angeles, Ventura	(805) 393-3368	Darrik.carlson@fire.ca.gov
Marco DeAnda	Imperial, Orange, San Diego	(619) 937-1410	Marco.DeAnda@fire.ca.gov

Other Program Staff

Name	Title	Phone	Email
Walter Passmore	State Urban Forester	(916) 214-5420	Walter.Passmore@fire.ca.gov
Julia Gowin	Urban Forestry Supervisor, Northern California	(916) 201-8942	Julia.Gowin@fire.ca.gov
Henry Herrera	Urban Forestry Supervisor, Southern California	(213) 200-7115	Henry.herrera@fire.ca.gov
Eileen Hollett-Stonum	Urban Forestry Education Specialist	(916) 584-5167	Eileen.Hollett@fire.ca.gov
Rachel O'Leary	Partnership & Equity Supervisor	(916) 838-0225	Rachel.oleary@fire.ca.gov
Emily Webb	Senior Partnership & Equity Coordinator	(916)-584-5554	Emily.webb@fire.ca.gov

APPENDIX F – CAL FIRE Standards, Specifications and Recommended Resources for Purchasing, Planting, and Maintaining Trees

This Appendix is a compilation of the *Guideline Specification for Nursery Tree Quality: Strategies for Growing a High-Quality Root System, Trunk, and Crown in a Container Nursery, and the Tree Care Cue Cards*. It has been prepared to instruct grantees on how to select, plant, and care for young trees.

Illustrations by Edward F. Gilman, Professor, Environmental Horticulture Department, IFAS, University of Florida; adaptions from Arboriculture: Integrated Management of Landscape Trees, Shrubs and Vines, 4th ed., by R. W. Harris, J. R. Clark, and N. P. Matheny (Prentice Hall, 2003).

Developed as a project of CAL FIRE, Western Chapter International Society of Arboriculture, California ReLeaf, and the Urban Tree Foundation. *Copyright © 2011 Brian Kempf and Ed Gilman*

Nursery Tree Quality

I. GENERAL SPECIFICATIONS

Figure 1.

Proper Identification: All trees shall be true to name as ordered or shown on planting plans and shall be labeled individually or in groups by species and cultivar (as appropriate).

Compliance: All trees shall comply with federal and state laws and regulations requiring inspection for plant disease, pests, and weeds. Inspection certificates required by law shall accompany each shipment of plants. Clearance from the local county agricultural commissioner, if required, shall be obtained before planting trees originating outside the county in which they are to be planted. Even though trees may conform to county, state, and federal laws, the buyer may impose additional requirements.

Inspection: The buyer reserves the right to reject trees that do not meet specifications as set forth in these guidelines or as adopted by the buyer. If a defect or substandard element can be corrected easily, appropriate remedies shall be applied. If destructive inspection of a root ball is to be done, the buyer and seller shall have a prior agreement as to the time and place of inspection, number of trees to be inspected, and financial responsibility for the inspected trees.

Delivery: The buyer shall stipulate how many days prior to delivery that delivery notification is needed. Buyer shall stipulate any special considerations to the nursery prior to shipment.

II. HEALTH AND STRUCTURE SPECIFICATIONS

These specifications apply to deciduous, broadleaf evergreen, and coniferous species. They do not apply to palms. Note that leaf characteristics will not be evident on deciduous trees during the dormant season.

Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar. The leader shall be intact to the very top of the tree.

Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of moisture stress as indicated by wilted, shriveled, or dead leaves.

Branches: Shoot growth (length and diameter) throughout the crown shall be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.

Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds (except properly made pruning cuts), sunburned areas, conks (fungal fruiting bodies), wood cracks, bleeding areas, signs of boring insects, cankers, girdling ties, or lesions (mechanical injury). The terminal bud on the leader shall be intact to the very top of the tree, and it shall be the highest point on the tree. A #15 tree has a minimum caliper of 0.75 inches.

Roots: The root system shall be substantially free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Root distribution shall be uniform throughout the container substrate and shall be appropriate for the species or cultivar. At time of inspection and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.

Shade trees that grow to be large shall have one relatively straight central leader (Figure 1). Heading the

tree is acceptable provided the central leader is re-established in the nursery.

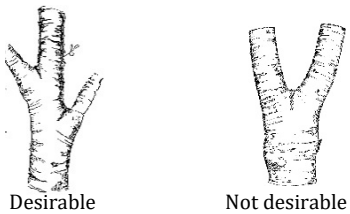
Main branches (Figure 2) shall be well distributed along the central leader, not clustered together. They shall form a balanced crown appropriate for the cultivar or species.

Figure 2.

Desirable Not desirable

The diameter of branches (Figure 3) that grow from the central leader, or trunk, shall be no larger than two-thirds (one-half is preferred) the diameter of the trunk measured just above the branch.

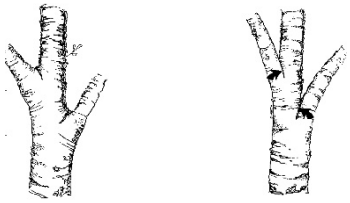
Figure 3.



Desirable Not desirable

The largest branches shall be free of bark inclusions that extend into the branch union (Figure 4).

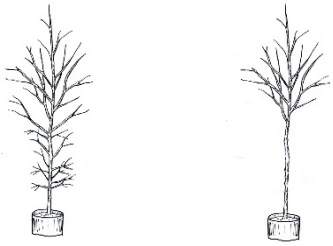
Figure 4.



Desirable Not desirable

Small-diameter branches (Figure 5), particularly on trees less than 1-inch caliper, should be present along the lower trunk below the lowest main branch. These branches shall be no larger than 3/8 inch in diameter.

Figure 5.



Desirable Not desirable

The trunk shall be free of wounds, sunburned areas, conks (fungal fruiting bodies), wood cracks, bleeding areas, signs of boring insects, cankers, or lesions. Properly made recent or closed pruning cuts are acceptable.

The trunk caliper (diameter) and taper (Figure 6) shall be sufficient so that the tree remains vertical without a stake.

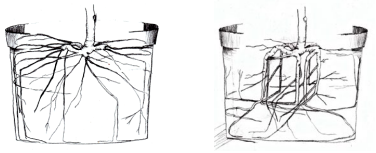
Figure 6.

Desirable Not desirable

The root collar (the uppermost roots) (Figure 7) shall be within the upper 2 inches of the soil media (substrate). The root collar and the inside portion of the root ball shall be free of defects, including circling, kinked, and stem-girdling roots. Roots at the surface should grow mostly straight to the side of the container. You may need to remove soil near the root collar to inspect for root defects.

The tree shall be well rooted in the soil media. Roots shall be uniformly distributed throughout the container, meaning that roots should not be concentrated at the bottom of the root ball. Some roots should contact the container wall in the top half of the root ball (Figure 7). When the container is removed, the root ball shall remain intact. When the trunk is lifted, both the trunk and root system shall move as one. The imprint of the liner or smaller container shall not be visible (Figure 7).

Figure 7.



Desirable Not desirable

The root ball shall be moist throughout at the time of inspection and delivery. The roots shall show no signs of excess soil moisture as indicated by poor root growth, root discoloration, distortion, death, or foul odor. The crown shall show no signs of moisture stress as indicated by wilted, shriveled, or dead leaves or branch dieback.

Tree Planting

Selecting quality trees: Planting quality trees begins by selecting the right tree for the right location and choosing vigorous, structurally sound trees from the nursery.

Digging the hole: A firm, flat-bottomed hole will prevent trees from sinking. Dig the hole only deep enough to position the root collar even with the landscape soil surface (Figure 8). Use a rototiller or shovel to loosen soil in an area three times the size of the root ball. This loose soil promotes rapid root growth and quick establishment.

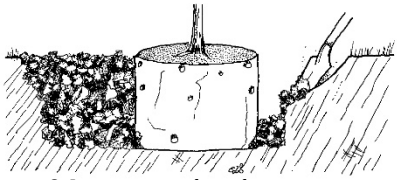


Figure 8. Loosening soil in a large area around the root ball allows for rapid root growth and quick establishment.

Installing the tree: Remove soil and roots from the top of the root ball to expose the root collar; cut away any roots that grow over the collar (Figure 9). Cut any roots that circle or mat along the sides and bottom of the root ball (Figure 10). The root collar shall be even with the landscape soil after planting (see Figure 9). Backfill with soil removed from the hole. Minimize air pockets by packing gently and applying water. Build a berm 4 inches tall around the root ball to help force water through the root ball. Enlarge the berm as the tree establishes.

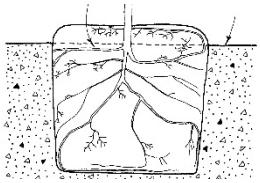


Figure 9. Remove soil and roots growing over the root collar (A) and place collar level with soil surface (B).

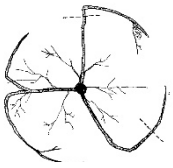


Figure 10. Cut roots at (A) to form new roots that grow away from the trunk. Do not cut roots at (B), since the root defects will regrow.

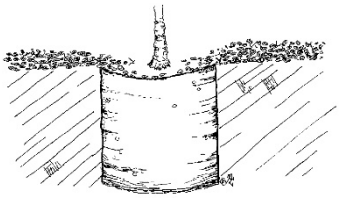


Figure 11. Mulch shall taper to a slightly thinner layer on top of the root-ball.

Mulching: A layer of organic mulch, such as leaf litter, shredded bark, or wood chips, helps protect tree roots from temperature extremes and conserves soil moisture. Mulch also helps prevent grass from competing with the tree for water and nutrients. The mulched area makes it easier to operate mowers and weed eaters without hitting the trunk and compacting soil. Apply mulch to a depth of 3 to 4 inches (slightly thinner on top of the root ball) (Figure 11).

Staking: The method of staking is dependent on a tree's ability to stand on its own and the location of the planting site. Staking is used to hold trees erect, allow the root ball to anchor, and protect the trunk from damage by equipment. Stakes should be removed when the tree can stand on its own and the root ball is anchored. Stakes should be positioned away from the tree and secured to the trunk at the point where the tree stands straight. Do not use wire or any strap that will girdle the tree or damage the bark. If a tree cannot stand straight on its own after staking, a splint stake tied directly to the trunk made of bamboo, spring steel, or a fiberglass rod may be used to straighten the upper trunk and/or leader. Avoid using square wood secondary stakes. Acceptable staking examples may be seen below (Figures 12, 13, and 14).

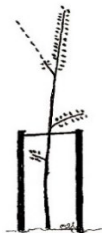


Figure 12. Double

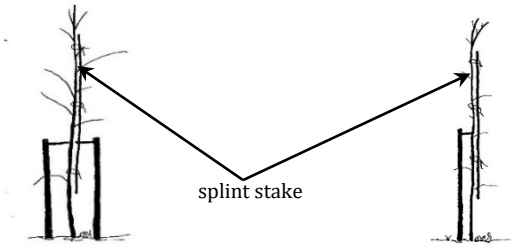


Figure 13. Double staked with splint

Figure 14. Single staked with splint

Tree Training at Planting and in the Early Years

Trees that grow to be large are more structurally sound and cost-effective to maintain when trained with a central dominant leader that extends 30 feet or more into the crown. Vigorous, upright branches and stems that compete with the central leader can become weakly attached (Figure 15).

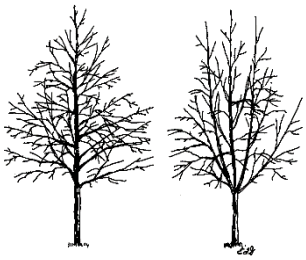


Figure 15. Good tree structure (left); poor structure (right).

Trees with branches spaced along the central leader, or trunk are stronger than trees with branches clustered together (Figure 15).

Prune trees at planting to one central leader by removing or shortening (shown) competing stems (Figure 16). All branches and stems shall be considerably shorter than the central leader after pruning is completed (Figure 16).

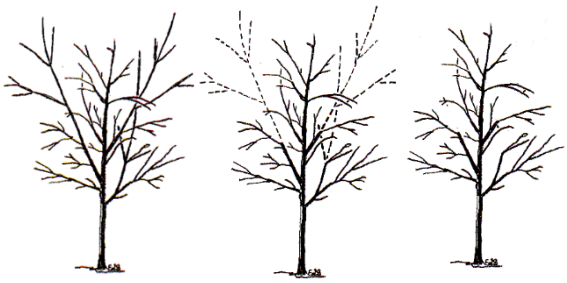


Figure 16. Shorten competing stems to improve structure.

Reduction cuts can be used on trees at planting to subordinate branches that are codominant (Figure 20). Some upright stems and branches can be removed entirely back to the trunk. Heading cuts may have to be used occasionally.

Remove or shorten branches that are larger than half the trunk diameter at planting and every few years thereafter. Shorten them by cutting back to a live lateral branch (Figure 17). This lateral branch shall be pointed away from the trunk and it should not be growing upright. The central leader shall be more visible in the crown center after pruning. Only large-diameter branches need to be pruned because they compete with the leader and could be weakly attached (Figure 17, L). Small branches (Figure 17, S) do not need pruning because they will not compete with the leader.

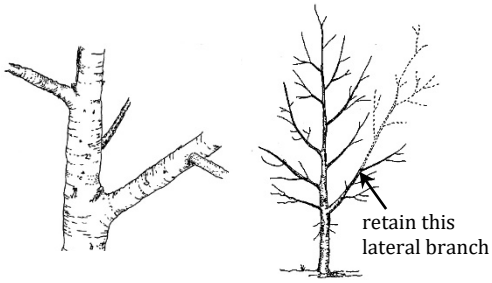


Figure 17. Only large branches need pruning (L). Small branches (S) do not need to be pruned.

The best way to shorten large or long stems and branches is to cut them back to a live lateral branch (Figure 19). This slows growth on the pruned parts and encourages growth in the dominant leader creating sound structure.

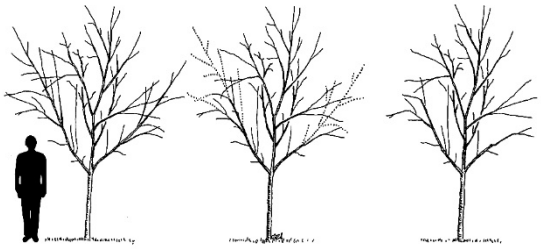


Figure 18. Shortening larger low branches concentrates growth in the leader and improves tree structure.

Remove larger branches by making three cuts. This prevents the bark from peeling or splitting off the trunk below the cut. Make the final cut back to the branch collar (enlarged area around union of branch where it joins the trunk).

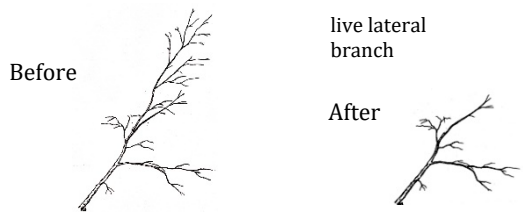


Figure 19. Reduce a stem back to a live lateral branch to slow its growth.

Structural Pruning Checklist

1. Develop and maintain a central leader.
2. Identify the lowest branch in what will become the permanent crown.
3. Prevent branches below the permanent crown from growing larger than half the trunk diameter.
4. Space main branches along the central leader.
5. Reduce vigorous upright stems back to lateral branches or remove entirely (Figure 20).

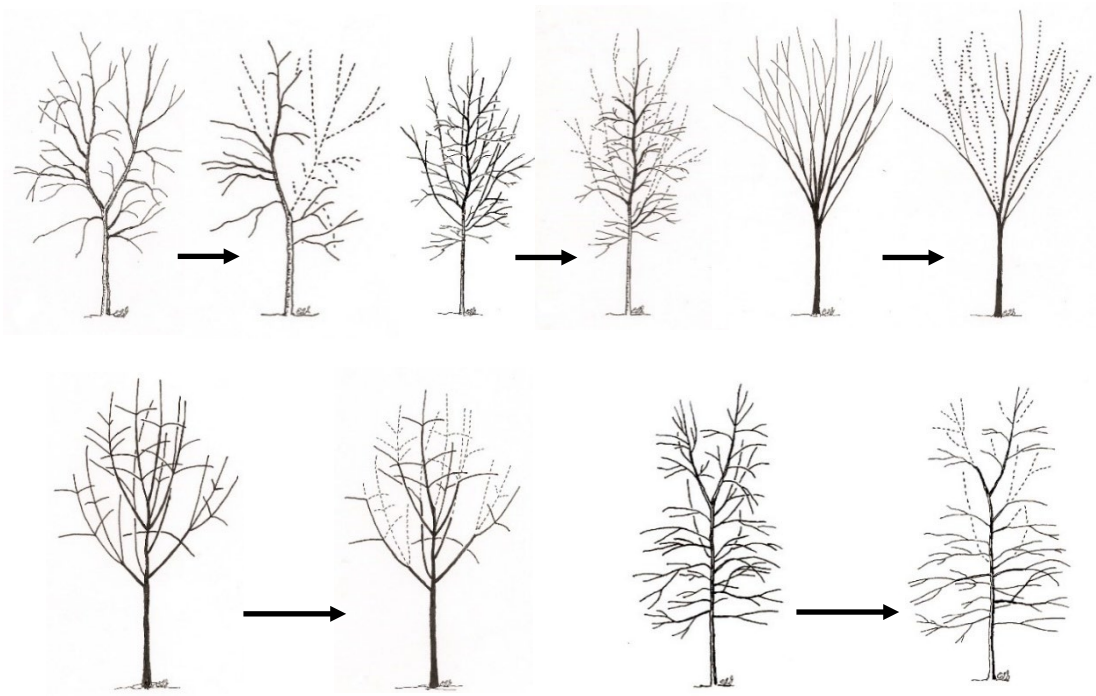


Figure 20. Before and after pruning at planting for

Irrigation

Consistent irrigation is critical for tree establishment:

- Apply about 3 gallons of water per inch of trunk diameter to the root ball 2 or 3 times per week for the first growing season.
- Increase volume and decrease frequency as the tree becomes established. Weekly irrigation during the second year and bimonthly irrigation during the third year should be sufficient for establishment.
- Once established, irrigation requirements depend on species, planting site, climate, and soil conditions.
- Irrigation devices should be regularly checked for breaks and leaks.
- Consider use of recycled water when available and where the species will tolerate it and the recycled water quality is adequate.

Note: *Tree species selected must be classified as very low, low, or moderate water use species in the WUCOLS IV or must be justified for the planting site(s) selected.*

APPENDIX G – Required Management Activities Practices

Minimum Data Collection Attributes (MDCA) for Urban Tree Inventories

Tree inventory information is recommended to include more information than the MDCA to be submitted for trees planted or removed as part of the CAL FIRE-funded project.

Note: *Failure to gather data to the below attributes will result in the denial of reimbursement of grant funds unless specific written authorization to deviate from the attributes has been provided by a CAL FIRE Regional Urban Forester or the Program Manager prior to invoice submittal.*

- **Mapping coordinate:** X and Y coordinate locations (latitude and longitude). Each tree and planting site will be located using GIS and/or GPS equipment.
- **Block side:** The location of each street tree and planting site so that they can easily be identified for future work. Street trees and planting sites will be located using a street name, side of lot, tree number, and block side information (on street, from street, and to street).
- **Location:** The tree's physical location in relation to public Right of Way and/or public space will be recorded. *(Optional and recommended: consider collecting distance and azimuth from buildings.)*
- **Species:** Trees will be identified by *genus* and *species*.
- **Diameter:** Tree trunk diameter will be recorded. This should be to the nearest 1-inch.
- **Stems:** The number of stems a tree has will be recorded.
- **Condition:** In general, the condition of each tree will be recorded in one of the following categories adapted from the rating system established by the International Society of Arboriculture:

Excellent	100%
Very Good	90%
Good	80%
Fair	60%
Poor	40%
Critical	20%
Dead	0%

- **Maintenance Need:** The following maintenance categories (*or similar approved by CAL FIRE prior to collection*) will be collected:

  1. **<u>Priority 1 Removal</u>:** Trees designated for removal have defects that cannot be cost-effectively or practically treated. Most of the trees in this category will have a large percentage of dead crown and pose an elevated level of risk for failure. Any hazards that could be potential dangers to persons or property and seen as potential liabilities would be in this category. Large dead

and dying trees that are high liability risks are included in this category. These trees are the first ones that should be removed.

2. **Priority 2 Removal:** Trees that should be removed but do not pose a liability as great as the first priority will be identified here. This category would need attention as soon as "Priority One" trees are removed.

3. **Priority 3 Removal:** Trees that should be removed, but that pose minimal liability to persons or property, will be identified in this category.

4. **Priority 1 Prune:** Trees that require priority one pruning are recommended for trimming to remove hazardous deadwood, hangers, or broken branches. These trees have broken or hanging limbs, hazardous deadwood, and dead, dying, or diseased limbs or leaders greater than four inches in diameter.

5. **Priority 2 Prune:** These trees have dead, dying, diseased, or weakened branches between two and four inches in diameter and are potential safety hazards.

6. **Large Tree Routine Prune:** These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. Trees in this category are large enough to require bucket truck access or manual climbing.

7. **Small Tree Routine Prune:** These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. These trees are small growing, mature trees that can be evaluated and pruned from the ground.

8. **Training Prune:** Young, large-growing trees that are still small must be pruned to correct or eliminate weak, interfering, or objectionable branches to minimize future maintenance requirements. These trees, up to 20 feet in height, can be worked with a pole-pruner by a person standing on the ground.

9. **Stump Removal:** This category indicates a stump that should be removed.

10. **Plant Tree:** During the inventory, vacant planting sites will be identified by street and address. The size of the site is designated as small, medium, or large (indicating the ultimate size that the tree will attain), depending on the growing space available and the presence of overhead wires.

- **Clearance Required:** Trees, which are causing or may cause visibility or clearance difficulties for pedestrians or vehicles, will be identified, as well as those trees blocking clear visibility of signs or traffic signals.

- **Hardscape Damage.** Damage to sidewalks and curbs by tree roots are noted. Notes on potential fixes for the problem are encouraged (redesign options etc.…)

- **Overhead Utilities:** The inventory indicates whether overhead conductors or other utilities are present at the tree site that could result in conflicts with the tree.

- **Grow space:** The area within the growing space is categorized as:

  T Tree Lawn

W Well/Pit

M Median

P Raised Planter

O Open/Unrestricted

I Island

U Unmaintained Area

- **Space Size:** The narrowest dimension of the Grow Space, in feet. (I.e., 3'x3' cut-out, 4' parkway strip, open parkland, etc.).
- **Notes:** Additional information regarding disease, insect, mechanical damage, etc. can be included in this field.

Urban Forest Management Plan (UFMP) Best Practices

Failure to meet the below requirements will result in the denial of reimbursement of grant funds unless specific written authorization to deviate from them has been provided by CAL FIRE.

- Management plans must be informed by the residents of the jurisdiction that have been authentically engaged in the plan's creation.
- Management plans must be developed based on reliable collected data, such as a tree inventory, urban forest mapping and analysis, urban forest economic analysis, etc.
- Management plans must be a long term (40-50 year), comprehensive document, not solely a maintenance plan.
- Management plans must address the entire jurisdiction including private property in some form (regulations, incentives, best practices, etc.).
- There shall be a provision for periodic review of any urban forest management plan.
- A management plan must be referenced in an ordinance, a general plan element, or be officially adopted by the governing body in another binding, enforceable way as approved by CAL FIRE staff.
- Any management plan must set a tree canopy cover goal for the jurisdiction. The goal must, at minimum, maintain the current tree canopy cover level (No Net Loss policy).
- Management plans must address the following: tree maintenance (including best management practices), wildfire (if applicable), urban wood utilization, and roles of the jurisdiction's agencies. This may be done by referencing other policy documents.

APPENDIX H – Explanation of Terms

TERM	EXPLANATION

Administrative Costs	Administrative Costs directly related to the implementation of the project are eligible with justification and may not exceed 20% of total project costs.
	
	Examples of ***Administrative Costs*** include but are not limited to:
	• Direct personnel and fringe, service contracts, and sub-awards for staff providing administrative support functions for the project. Subawards may include administration, accounting, and general administrative support to urban and community forestry staff.
	• Supplies such as printers and office supplies.
	  ○ Note: these costs should be included in Indirect Costs unless they are ONLY for the IRA project activities.
	
	Examples of ***Non-Administrative Costs*** include but are not limited to:
	• Personnel and fringe, service contracts, and sub-grants associated with an urban forestry professional or community engagement specialist providing community outreach/engagement, technical assistance, or training to communities and local organizations for the purposes of the proposed program of work/project.
	• Personnel and fringe, service contracts, and sub-grants associated with managing an urban and community forestry program such as developing a risk management program, inventorying and writing management plans, and developing a tree ordinance.
	• Personnel and fringe, service contracts, and sub-grants for urban forest management activities such assessing tree health and/or risk and pruning, planting, and removing trees.
	• Supplies (as defined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) such as trees, shovels, and pruning tools that help an organization carry out tree planting and related activities.
	• Supplies such as field tablets that help an organization with community engagement, training, and urban forest assessment associated with the proposed program of work/project.
	  ○ Fleet or equipment rental critical to implementing the proposed program of work/project.
	  ○ Travel costs associated with carrying out the proposed program of work/project.
	  ○ Professional development/training for staff carrying out the proposed program of work/project.

Agreement	A legally binding agreement between the State and another entity.
Amendment	A formal modification or a material change of the grant agreement. Examples can include but are not limited to changes to the grant agreement term, period, or

	expiration date and budget changes, categories, or line-item shifts that exceed more than 10% of the total project budget.
Application	The term "Application" means the individual application form identified as Attachment A and its required supporting attachments for grants pursuant to the enabling legislation and/or program.
Appropriation	A Legislative budget authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period.
Authorized Representative	The designated position identified by the resolution as the agent to sign all required grant documents including, but not limited to, Grant Agreements, Application forms (Attachment A) and payment requests.
CEQA	The California Environmental Quality Act as stated in the Public Resources Code Section 21000 et seq.; Title 14 California Code of Regulations Section 15000 et seq. CEQA is a law establishing policies and procedures that require agencies to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental resources that may result from the agency's proposed Project.
Co-benefit	Benefit, other than Greenhouse Gas (GHG) emission reductions, that results from Greenhouse Gas Reduction Fund (GGRF) investments. Co-benefits may be environmental, social, or economic.
Community Engagement	Community engagement activities include soliciting and incorporating feedback from individuals impacted by the project.
Consultant Services	Services which provide a recommended course of action or personal expertise, such as accounting, consulting environmental professionals, etc. See also "Contractor."
Contractor	An entity contracting with the grantee for services and generally receives a Form 1099 for tax purposes.
Cost Share	Cost share, also known as match or matching funds, is the portion of project expenditures not paid for with grant funds. Requirements can vary across the different CAL FIRE grant programs, depending on funding source. Grantees must thoroughly read their award announcement and award notice to understand their grant's match requirement. For the CAL FIRE Urban and Community Forestry IRA grant opportunity, match or cost share requirements are waived.
De Minimis Rate	Per 2 CFR 200.414, if the applicant or grantee does not have a Negotiated Indirect Cost Rate (except for local governments and Tribal Nations claiming central service costs under 2 CFR § 200, Appendix VII D.1.b), applicants may choose to use a "de minimis" rate of 10% of modified total direct costs (MTDC) in project budgets and proposals which, if chosen, must be applied consistently.
Disadvantaged Community	Areas that are disproportionately affected by multiple types of pollution and areas with vulnerable populations. The Secretary for Environmental Protection at CalEPA

	is responsible for identifying disadvantaged communities for all California Climate Investments (CCI). For additional information, please refer to: CalEPA's GHG Invest.
Education and Outreach	Education and Outreach activities can include but are not limited to: • Activities to inform the public about urban and community forestry programs or best management practices • Public service announcements on urban and community forestry programs or best management practices • Door-to-door education and outreach campaigns to promote urban and community forestry programs or best management practices • Social media and digital outreach • Advertising campaigns on urban and community forestry programs or best management practices • The design, development, and dissemination of necessary educational toolkits, curricula, pamphlets, brochures, flyers, etc. • Community ambassador education activities or train the trainer activities
Employee	Individuals employed directly by the grantee and generally receives a W-2 for tax purposes.
Encumbrance	A commitment of funds guaranteeing a source of payment for a specific agreement.
Execution of an Agreement	The act of signing an agreement which provides a legal basis for required performance by parties to the agreement.
Greenhouse Gas (GHG) reductions or Net GHG benefit	The sum of the GHG emission reductions and sequestration, less any GHG emissions resulting from project implementation. GHG emission reductions and net benefits are determined in accordance with CARB's quantification methodologies.
Grantee	Recipient of CAL FIRE grant funds after application evaluation and scoring, formalized through a grant agreement signed by the organization or agency receiving funds and CAL FIRE.
Immediately adjacent	A community or property with urban characteristics whose boundary is directly touching or bordering a city/town's boundary that has more than 2,500 in population.
Indirect Costs	Indirect costs are those that have been incurred for common or joint purposes, including expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. **Indirect costs may only be applied as a percentage of direct costs within the agreement, cannot be applied towards equipment costs, and cannot exceed 10% without proof of grantee's federally Negotiated Indirect Cost Rate Agreement (NICRA).** These costs are not usually identified specifically with a grant, Grant Agreement, Project, or activity, but are necessary for the general operation of the organization. Examples of Indirect Costs include salaries and benefits of employees

	not directly assigned to the project; functions such as personnel, business services, information technology, janitorial, and salaries of supervisors and managers. See also "Administrative Costs."
Low-income Community	Communities that are either at or below 80 percent of the statewide median income or at or below the threshold are designated as low-income by the California Department of Housing and Community Development's (HCD) 2016 State Income Limits. The Secretary for Environmental Protection at CalEPA is responsible for identifying low-income communities for the purpose of CCI investments. For additional information, please refer to: CalEPA's GHG Invest.
Match or Matching Funds	Match or matching funds, also known as Cost Share, is the portion of project expenditures not paid for with grant funds. Most organizations use cash, computer hardware, software, office supplies, salaries, space, and/or volunteer services for matching funds. Organizations must show proof of matching funds with a signed commitment letter. Costs or expenses associated with refund anticipation loans cannot be used as matching funds. Generally federal funds cannot be used as a match for another federally-funded grant, including state grants through a federal funding source. Match requirements can vary across the different CAL FIRE grant programs, depending on funding source. Grantees must thoroughly read their award announcement and award notice to understand their grant's match requirement. For this CAL FIRE Urban and Community Forestry IRA grant opportunity, match or cost share requirements are waived.
Minor Equipment	Equipment costing less than $5,000 per unit and typically having a lifespan longer than the term of the grant. This equipment includes such items as digital cameras used to document project pre- and post-conditions, global positioning systems (GPS), etc. This type of equipment would be considered a supply and be budgeted in the Supplies budget category. **Only equipment that qualifies as a supply will be applicable towards Indirect Costs calculations.**
Miyawaki Method	A method of establishing groves of trees or pocket forests that uses densely planted trees and complementary plants. The method emphasizes native species, soil health, wildlife habitat, carbon sequestration and provision of ecosystem benefits. One important goal is to accelerate the natural succession process to obtain a climax forest.
Modified Total Direct Cost (MTDC)	Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, 04.12.2023 11 tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward more than $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of Indirect Costs, and with the approval of the cognizant agency for indirect costs.

Modification	An agreement modification is an informal agreement that moves dollars in the line item and task budgets not to exceed 10% of a primary budget line item, changes deliverable due dates, or makes a minor change in the work in accordance with the intent of the legislation. It does not require a formal amendment of the grant agreement.
Negotiated Indirect Cost Rate Agreement (NICRA)	A NICRA is a formal written agreement between applicant or grantee and a federal agency describing how the organization will calculate indirect costs if they exceed the 10% requirement for this grant opportunity. The rate(s) established in a NICRA are typically effective for a two- to four-year period. If the applicant or grantee has a NICRA and submits a budget that includes Indirect Costs exceeding 10% of Modified Total Direct Cost (MTDC), proof must be submitted to CAL FIRE upon application submission.
Nonprofit Organization	Any California corporation organized under Sections 501(c) (3) of the Federal Internal Revenue Code. A letter of determination certifying nonprofit status will be required prior to project approval.
Operating Expenses (Direct Cost)	Any cost that can be specifically identified as generated by and in accordance with the provisions or activity requirements of the agreement.
Partner	Partners are distinct from contractors, as they make specific and significant contributions to the applicant's project. Partners can be a commercial, nonprofit, or government entity that provides expertise for any component of the project scope and/or deliverables. Partnering organizations do not get compensated for every contribution to the project; partners contribute a significant investment, (directly or in-kind) to ensure project success. A partner shall not manage the project or have authority to approve or deny project-related decisions. Applicants must secure and submit to CAL FIRE, signed letters of commitment from each listed project partner, outlining that partner's specific contributions to the project, rather than general letters of support.
Personnel Services	This budgeted amount includes salaries and benefits for wage earning personnel employed only by the grantee to (not a contractor or sub-contractor of the grantee) and directly support the project objectives, scope of work, and deliverables.
Pocket Forest	Small groves of trees and associated vegetation covering an area between 4,356 to 43,560 square feet.
Project Performance Period	The time-period, as described in the Project Scope of Work, when costs may be incurred. Only Eligible Costs incurred during the Project Performance Period will be paid by the State.
Project	The term "Project" means the activity or work to be accomplished utilizing grant funds and match (if applicable).

Project Scope of Work	The term "Project Scope of Work" as used herein defines the individual scope of work or activity describing in detail the proposed tasks identified as described in enabling legislation and in the application.
Project Budget Detail	The term "Project Budget Detail" as used herein defines the proposed detailed budget plan identified in Appendix B.
Resolution	The purpose of a resolution by a Grantee's governing body is to allow the entity to sign agreements and amendments for a specific project, i.e. it allows the designated entity, or grantee, to enter an agreement with the State of California, and it designates someone to sign on behalf of the Grantee's governing board. A signed resolution must be submitted at the time grant proposals and project applications are submitted. See CAL FIRE's Urban and Community Forestry Grants Website for the Resolution form template.
School	Public TK-12 school or childcare facility for children ages 0-5. Must be licensed, registered nonprofit, receiving government funding to support the students served, and in operation at the time of application submission.
Urban area	Communities with 2,500 in population or more as defined by the U.S. Department of Commerce and stated in the California Urban Forestry Act. Related to "Immediately Adjacent" (see above).

APPENDIX I – CAL FIRE Recommended Tools and Resources

CAL FIRE's Urban and Community Forestry Program recommends the following tools and resources to support applicants in crafting grant applications:

- Urban Forest Ecosystems Institute: Includes specific tree species information and selection tools like SelecTree to support proposal development, project species selection, and project implementation.
- Vibrant Cities Lab: USDA Forest Service, American Forests, and the National Association of Regional Councils created Vibrant Cities Lab to help city managers, policymakers and advocates build thriving urban forest programs. This tool includes resource libraries, case studies, guides, and more.
- Urban Forest Management Plan Toolkit: Provides a "how-to" approach to develop an Urban Forest Management Plan (UFMP). The toolkit will lead you through a planning process and provide helpful references and additional tools.
- The American Public Works Association guide for Urban Forest Management Plans
- iTree*:* A series of urban forest analysis tools are available for free on the iTree website.
- Arbor Day Foundation's Tree City USA: All cities engaging in Management Activities Grants should consider applying for Tree City USA status. It is a free municipal recognition program that has been in existence since 1976. A CAL FIRE Regional Urban Forester can assist you with this.
- USDA Forest Service California Urban Tree Canopy Interactive Viewer and GIS Data
- Ten-Year Urban Forestry Action Plan — for the National Urban and Community Forestry Advisory Council and the Community of Practice: 2016-2026 (urbanforestplan.org)
- American Planning Association resources about Urban and Community Forestry via Search (planning.org)
- Healthy Trees, Healthy Lives
- Green Schoolyards America – Schoolyard Forest System — Resource Library: A free online resource library filled with practical resources to support schools and school districts as they plan, develop, use, and manage schoolyard forests. Includes resources focused on helping schools and districts make the case for schoolyard forests; design, implement, and maintain them; and take learning outdoors in these spaces.
    - National Outdoor Learning Library — Make Outdoor Learning Plan A — Green Schoolyards America
- CalEnviroScreen
- CARB'S California Climate Investments Quantification, Benefits, and Reporting Materials
    - Greenhouse Gas Reduction Benefits Calculator
    - CARB's Job Co-Benefit Modeling Tool

RESOLUTION

NOTE: DO NOT CHANGE THE FORMAT OR VERBIAGE IN THIS RESOLUTION FORMAT WITHOUT WRITTEN APPROVAL OF CAL FIRE STAFF.

Resolution No.: _____

RESOLUTION OF THE Ukiah City Council OF County of Mendocino
(*Title of Governing Body*) (*City/County/District/nonprofit*)

FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM OF THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION.

WHEREAS, the Governor of the State of California in cooperation with the State Legislature has appropriated General Funds for the state's urban forestry programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program, and

WHEREAS, said procedures established by the Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter an agreement with the State of California to carry out an urban forestry project;

NOW, THEREFORE, BE IT RESOLVED that the Ukiah City Council**:**
(Title of Governing Body)

1. Approved the filing of an application for the Urban and Community Forestry grant program funds; and

2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,

3. Certifies that funds under the jurisdiction of Ukiah City Council are available to begin the project.
(Title of Governing Body)

4. Certifies that said applicant will expend grant funds prior to March 30, 2026.

5. Appoints City Manager, or a designee, as agent of the City of Ukiah to conduct negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the afore mentioned project.
(Position Title) *(Title of Governing Body)*

Approved and adopted the 15th **day of** May**, 20**24**.**

I, the undersigned, hereby certify that the foregoing Resolution, number_____, was duly adopted by the following roll call vote of the Ukiah City Council.
(City Council/Board of Supervisor/Board of Directors)

Ayes: _____ Noes: _____ Absent: _____ _____(Clerk signature)

Agenda Item No: 4.a.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-190

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Presentation on the Annual Ukiah Airport Day, June 1, 2024.

DEPARTMENT: Airport

PREPARED BY: Greg Owen, Airport Manager

PRESENTER: Greg Owen, Airport Manager.

ATTACHMENTS:

1. Ukiah Airport Day 2024 Flyer

Summary: Council will receive a presentation on the Ukiah Airport's annual Ukiah Airport Day, taking place on June 1, 2024.

Background: In 2008, the Ukiah Airport Staff and Airport Tenants wanted to invite the citizens of Ukiah to come out and enjoy the Airport. The first Airport Day was held on June 20, 2009. The most recent Airport Day was June 3, 2023.

Discussion: The Ukiah Airport Day is a free event put on by Airport Staff and volunteers. The event allows everyone to come out and get an up-close look at the many different types of aircraft that use our Airport.

Attachment 1 is the Airport Day Flyer detailing the activities of the day.

Recommended Action: Receive Presentation.

BUDGET AMENDMENT REQUIRED: NO

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

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

Approved: Sage Sangiacomo, City Manager

FREE PARKING & FREE ADMISSION

UKIAH AIRPORT DAY

DATE **JUNE 01, 2024**
SATURDAY (9.00am–2.00pm)

Come see the many ways, the Ukiah Airport serves our community:

* Private and corporate flying
* Package Delivery
* Air Ambulance
* Fire Fighting
* Search and Rescue
* Local Businesses

THE DAYS EVENTS INCLUDE:

- Flying Demos
- Warbirds
- Experimental Aircraft
- Cal Fire
- Cal Star
- General Aviation
- DJ Ken Steely

➤ FOOD AND DRINK BY LOCAL NON-PROFITS, AND LOCAL BUSINESSES.

➤ LOTS OF FUN FOR KIDS AND ADULTS.

Would you like to show something? or perform? Call The Ukiah Airport: 707-467-2855

Agenda Item No: 4.b.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-185

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Proclamation of the City of Ukiah Recognizing June as Mountain Bike Month.

DEPARTMENT: Community Services **PREPARED BY:** Neil Davis, Community Services Director

PRESENTER: Josefina Duenas, Mayor

ATTACHMENTS:

1. Mtn Bike Proclamation

Summary: Ukiah City Council to issue a proclamation of the City of Ukiah Recognizing June as Mountain Bike Month.

Background: California is widely recognized as the birthplace of mountain biking, with its roots in the County of Marin in the late 1970s. Mountain biking includes many forms, including trail riding, dirt jumping, BMX, cyclocross, downhill, enduro, gravel riding, bikepacking, freeride, and other related off-road cycling activities; it takes place on natural surface trails, unpaved roads, and purpose-built bike park facilities throughout California's public lands and open spaces using bicycles designed for off-road use. Mountain biking is a health-promoting activity that provides numerous physical and mental health benefits, including cardiovascular exercise, weight loss, stress reduction, fitness, and strength and endurance building.

Discussion: Mountain biking clubs and organizations throughout California such as the Ukiah Valley Trail Group, Ukiah Valley Mountain Bike Group, the Willits Area Cyclists, the Ukiah High Composite Mountain Bike Team, and the Rusty Bowl BMX league contribute millions of dollars' worth of volunteer hours, technical expertise, and manual labor to steward and maintain our parks and natural surface trails for the benefit of all trail users and federal, state, and local land management agencies throughout the state. Local mountain bikers have been key players in trail and facility building and maintenance efforts in the inland of Mendocino County contributing over a million dollars in trail and facility work. The Ukiah City Council will issue a proclamation of the City of Ukiah Recognizing June as Mountain Bike Month. (Attachment 1).

Recommended Action: Issue a Proclamation of the City of Ukiah Recognizing June as Mountain Bike Month.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: Sage Sangiacomo, City Manager

PROCLAMATION

City of Ukiah

Recognizing

June 2024 as California Mountain Biking Month

Whereas, mountain biking, in its many forms, including trail riding, dirt jumping, BMX, cyclocross, downhill, enduro, gravel riding, bikepacking, freeride, and other related off-road cycling activities; takes place on natural surface trails, unpaved roads, and purpose-built bike park facilities throughout California's public lands and open spaces using bicycles designed for off-road use; and

Whereas, California is widely recognized as the birthplace of mountain biking, with its roots in the County of Marin in the late 1970s, which is now the home of the Mountain Bike Hall of Fame; and

Whereas, mountain biking clubs and organizations throughout California such as the Ukiah Valley Trail Group, Ukiah Valley Mountain Bike Group, the Willits Area Cyclists, the Ukiah High Composite Mountain Bike Team, and the Rusty Bowl BMX League contribute millions of dollars' worth of volunteer hours, technical expertise, and manual labor to steward and maintain our parks and natural surface trails for the benefit of all trail users and federal, state, and local land management agencies throughout the state; and

Whereas, mountain biking is a health-promoting activity that provides numerous physical and mental health benefits, including cardiovascular exercise, weight loss, stress reduction, fitness, and strength and endurance building; and

Whereas, local mountain bikers have been key players with trail building and maintenance efforts in the inland of Mendocino County, contributing hundreds of thousands of dollars in trail work; and

Whereas, Ukiah has the potential to become a mountain biking destination providing world-class mountain biking opportunities that encourage tourism and contribute to economic revitalization; and

Whereas, designating June as Mountain Biking Month in the City of Ukiah will promote participation in off-road cycling and mountain biking as a form of healthy outdoor recreation, encourage people to connect with and experience their public lands and natural settings, increase diversity of the mountain biking community, encourage increased stewardship of trails, and celebrate California's significant mountain biking culture, history, and incredible destinations.

Therefore be it resolved, that the City of Ukiah formerly and publicly acknowledges the benefits of mountain biking to the community and hereby designates the month of June 2024 as:

Mountain Biking Month in the City of Ukiah

Signed and sealed, this 15th day of May in the year
Two Thousand and Twenty-Four.

_____
Josefina Dueñas, Mayor

Agenda Item No: 4.c.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-189

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Proclamation Declaring May19-May 25, 2024, as Emergency Medical Services (EMS) Week.

DEPARTMENT: Fire

PREPARED BY: Doug Hutchison, Fire Chief

PRESENTER: Doug Hutchison Fire Chief/Paramedic

ATTACHMENTS:

1. EMS Proclamation

Summary: The City Council will issue a proclamation, declaring May 19-25, 2024, as Emergency Medical Services (EMS) Week.

Background: Emergency Medical Services (EMS) Week was originally authorized by President Gerald Ford on November 4, 1974, declaring the week of November 3-10, 1974, as National EMS Week.

Discussion: Since 1972, National EMS Week has been celebrated in the third week of May every year. This year's National EMS week falls on the week of May 19-25, 2024, and will mark the 48th annual celebration of this event. The Proclamation is Attachment 1.

Recommended Action: Issue proclamation.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: Sage Sangiacomo, City Manager

PROCLAMATION

City of Ukiah

Recognizing

May 19 – 25, 2024, as Emergency Medical Service Week

Whereas, emergency medical services is a vital public service; and

Whereas, the members of emergency medical services teams are ready to provide life-saving care to those in need 24 hours a day, seven days a week; and

Whereas, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

Whereas, emergency medical services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

Whereas, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

Whereas, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their life-saving skills; and

Whereas, members of our own Ukiah Valley Fire Authority provide these vital services; and

Whereas, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

Therefore be it resolved, that we, the City Council of the City of Ukiah, in recognition of this event do hereby proclaim the week of May 19 - 25, 2024, as

Emergency Medical Services Week

Signed and sealed, this 15th day of May in the year Two Thousand and Twenty-Four.

_____

Josefina Dueñas, Mayor

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue, Ukiah, CA 95482
Virtual Meeting Link: *https://us06web.zoom.us/j/87505300347*

Ukiah, CA 95482
May 1, 2024
6:00 p.m.

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1. ROLL CALL

Ukiah City Council met at a Regular Meeting on May 1, 2024, having been legally noticed on April 25, 2024. The meeting was held in person and virtually at the following link: *https://us06web.zoom.us/j/87505300347.* Mayor Dueñas called the meeting to order at 6:03 p.m. Roll was taken with the following **Councilmembers Present:** Mari Rodin, Juan V. Orozco, Susan Sher, Douglas, F. Crane, and Josefina Dueñas. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR DUEÑAS PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Rodin.

City Manager Sangiacomo announced that an item regarding a change of parking on Main Street was inadvertently noticed for this agenda; however, it will go to Council on their May 15, 2024, meeting agenda, but interested parties could contact Tim Eriksen, Public Works Director.

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Proclamation of the City of Ukiah Recognizing May as Asian American and Pacific Islander Heritage Month.
Presenter: Councilmember Orozco.

Proclamation was received by *Sean White, Water Resources Director.*

b. Proclamation of the City of Ukiah Recognizing May as Older Americans' Month.
Presenter: Councilmember Sher.

Public Comment: John McCowen.

Proclamation was received by Liz Dorsey, Ukiah Senior Center Executive Director

c. Proclamation Recognizing May 12th – 18th as Police Week in the City of Ukiah.
Presenter: Vice Mayor Crane.

Proclamation was received by Cedric Crook, Police Chief.

DRAFT

RECESS: 6:23 – 6:26 P.M.

d. Police Department Annual Report and Review of Mid-Year Departmental Budget for Fiscal Year 2023-25, Review of Draft Objectives, and Review of Five-Year Capital Improvement Plan Updates for Fiscal Year 2024-25

Presenter: Cedric Crook, Police Chief.

Presentation was received.

5. PETITIONS AND COMMUNICATIONS

City Clerk, Kristine Lawler, stated that no communications had been received.

6. APPROVAL OF MINUTES

a. Approval of the Minutes for the April 17, 2024, Special Meeting.
b. Approval of the Minutes for the April 17, 2024, Regular Meeting.

Motion/Second: Crane/Sher to approve Minutes of the Special and Regular Meetings of April 17, 2024, as submitted. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and NOES: None. ABSENT: None. ABSTAIN: Dueňas.

7. RIGHT TO APPEAL DECISION

8. CONSENT CALENDAR

a. Authorize City Manager to Negotiate and Execute an Assignment and Assumption of Amended Lease *(2324-195)* for the Lease Agreement with Ukiah Aviation Services to Vega Air, LLC - *Airport.*

b. Consideration of Award of Bid *(PO No. 48568)* to Lincoln Aquatics in the Amount of $62,512.72 for the Municipal Pool Filtration System, Specification No. E39825, and Approval of Corresponding Budget Amendment – *Community Services.*

c. Consideration of Adoption of Resolution *(2024-13)* Approving Records Destruction for the Human Resources and Risk Management Department – *City Clerk.*

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

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: [zoom caller #1*] – Hatred in Country/internationally *(removed for disrespectful speech).*

City Attorney Rapport made a statement that under the Brown Act, public comments on non-agenda items are limited to matters within the subject matter jurisdiction, the city, and the City Council specifically. Any comments made on international relations, or other matters that are not within the City Council's jurisdiction do not have to be accepted or allowed during the public comment period. If after being informed of this, a speaker insists on talking about something that is outside the subject matter of the City Council, the City Clerk is at liberty to cut them off from speaking further.

DRAFT

Public Comment continued: [zoom caller #2*] – public safety concerns *(removed for inappropriate speech)*, [zoom caller #3*] – free speech *(removed for disrespectful and inappropriate speech)*, [zoom caller #4*] – racist equity programs *(removed for disrespectful speech)*, [zoom caller #5*] – free speech/Brown Act *(removed for disrespectful speech)*.

**Note: The names used by the zoom callers were incorrect aliases; as the real names are unknown, they are being assigned numbers.*

10. COUNCIL REPORTS

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

11. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager; and

- **Construction Update** – Tim Eriksen, Public Works Director / City Engineer.
- **Palace Hotel Update** – Shannon Riley, Deputy City Manager.

Public Comment: Pinky Kushner.

12. PUBLIC HEARINGS (6:15 PM)

a. Public Hearing to Receive Public Comment and Discuss Final Grantee Performance Under State Community Development Block Grants 20-CDBG-CV2-3-00081 and 20-CDBG-CV2-3-00097, and Adopt Two Resolutions Acknowledging Project Accomplishments, Confirming Receipt of all Grant Reimbursement Funds from the State, and Approving Any Corresponding Budget Amendments Required as Part of the Grant Closeout Process

Presenter: Jim Robbins, Housing and Grants Manager.

PUBLIC HEARING OPENED AT 7:45 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 7:46 P.M.

Motion/Second: Crane/Rodin to adopt two Resolutions acknowledging accomplishments, confirming activity completion *(2024-14)*, and confirming receipt of all grant reimbursement funds from the State *(2024-15)*; and approve any corresponding budget amendments required as part of the grant closeout process. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueňas. NOES: None. ABSENT: None. ABSTAIN: None.

13. UNFINISHED BUSINESS

a. Receive and File Third Quarter Financial Report.

Presenter: Dan Buffalo, Finance Director.

The report was received.

14. NEW BUSINESS

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

No reports were received.

DRAFT

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 8:19 P.M.

15. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation
(Government Code Section 54956.9(d)(4))
Initiation of litigation (3 cases)

b. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9)
Name of case: Ukiah v. Questex, Mendocino County Superior Court Case No. 15-66036

c. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 180-110-07
Negotiator: Shannon Riley, Deputy City Manager
Negotiating Parties: GMB Realty Partners, Inc.
Under Negotiation: Price & Terms of Payment

d. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 003-230-03-00
Negotiator: Sage Sangiacomo, City Manager
Negotiating Parties: Mark and Jann Lanz
Under Negotiation: Price & Terms of Payment

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

No action reported; direction provided to Staff.

16. ADJOURNMENT

There being no further business, the meeting adjourned at 9:05 p.m.

_____
Kristine Lawler, CMC/CPMC

DRAFT

Agenda Item No: 8.a.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2022-1479

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Report of Disbursements for the Month of April 2024.

DEPARTMENT: Finance

PREPARED BY: MaryJo Reynolds

PRESENTER: Consent Calendar

ATTACHMENTS:

1. April 2024 Summary of Disbursements
2. Account Codes for Reference
3. Object Codes for Reference
4. April 2024 Disbursement Detail

Summary: The Council will review and consider approval of the report of disbursements for the month of April 2024.

Background: Payments made during the month of April 2024 are summarized in the Report of Disbursements. Further detail is supplied on the Schedule of Bills, representing the four (4) individual payment cycles within the month.

Accounts Payable Check Numbers (City & UVFA): 3057242-3057314: 3057315-3057421: 3057422-3057528: 3057529-3057629

Accounts Payable Wire Transfers: 115

Payroll Check Numbers: 515346-515414: 515415-515484

Payroll Manual Check Numbers: N/A

Direct Deposit Numbers: 127102-127429: 127430-127749

Manual Direct Deposit Numbers: N/A

Void Check Numbers: 3056139, 3054052, 3054903

Void Direct Deposit Numbers: N/A

Discussion: This report is submitted in accordance with Ukiah City Code Division 1, Chapter 7, Article 1.

Attachment #1: April 2024 Summary of Disbursements
Attachment #2: Account Codes for Reference
Attachment #3: Object Codes for Reference
Attachment #4: April 2024 Disbursement Detail

Recommended Action: Approve the report of disbursements for the month of April 2024.

BUDGET AMENDMENT REQUIRED: N/A
CURRENT BUDGET AMOUNT: N/A
PROPOSED BUDGET AMOUNT: N/A
FINANCING SOURCE: N/A
PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A
COORDINATED WITH: N/A
DIVERSITY-EQUITY INITIATIVES (DEI): N/A
CLIMATE INITIATIVES (CI): N/A
GENERAL PLAN ELEMENTS (GP): N/A

Approved: _____
Sage Sangiacomo, City Manager

Attachment 1

CITY OF UKIAH
REPORT OF DISBURSEMENTS
REGISTER OF PAYROLL AND DEMAND PAYMENTS
FOR THE MONTH OF APRIL

FUNDS:

100	General Fund	$232,364.64
101	GF-(Sub-Fund) Visit Ukiah	$25,054.00
105	GF-(Sub-Fund) Fire Authority	$67,647.09
110	Special General Fund	
120	Streets Capital Improvement	$348,355.10
130	Gov'tl Debt SVC/Reserve Fund	
131	Debt Service Reserve 2022 LRB	
200	City Adminstrative Services	$74,859.34
201	Worker's Comp Fund	$43,861.18
202	Liability Fund	$24,160.86
203	Garage Fund	$12,627.31
204	Purchasing Fund	$4,956.15
205	Billing & Collections Fund	$9,601.14
206	Public Safety Dispatch Fund	$2,598.53
207	Payroll Posting Fund	$359,673.67
208	Building Maintenance/Corp Yard Fund	$52,906.44
209	IT Fund	$34,612.21
220	Equipment Reserve Fund	
249	City Housing Bond Proceeds	
250	Special Revenue Fund	
251	Special Projects Reserve Fund	
252	Streets/ROW Improvement Fund	$50,164.25
253	CITY PROP 172	$14,481.33
300	Park Development Fund	
301	Anton Stadium Fund	
302	Observatory Park Fund	
303	Playground & Park Amenities Fund	
304	Swimming Pool Fund	
305	Riverside Park Fund	
306	Skate Park Fund	
308	Opioid Settlement Fund	
310	Museum Grants	$0.00
311	Alex Rorbaugh Recreation Center Fund	$4,874.78
312	Downtown Business Improvement Fund	$11,636.62
313	LMIHF Housing Asset Fund	
314	Winter Special Events	
315	Advanced Planning Fund	
316	SPECIAL RECREATION EVENTS	
500	2106 Gas Tax Fund	
501	2107 Gas Tax Fund	
503	2105 Gas Tax Fund	
505	Signalization Fund	
506	Bridge Fund	
507	1998 STIP Augmentation Fund	
508	SB325 Reimbursement Fund	
509	S.T.P. Fund	
510	Trans-Traffic Congest Relief Fund	
511	Rail Trail Fund	
600	Community Development Block Grant	
601	EDBG 94-333 Revolving Loan	
602	Community Development Fund	
603	08-HOME-4688	
604	CDBG Grant 09-STBG-6417	
605	11-HOME-7654 Fund	$0.00
606	CDBG Grant 10-EDEF-7261	
607	Prop 84 Grant Fund	
609	13-CDBG-8940	
610	City RDA Projects Fund	
613	Home Program Activities	$29.00
620	CASP Train	
630	Asset Seizure Fund	
631	Asset Seizure Fund (Drug/Alcohol)	
633	H & S Education 11489(B)(2)(A1)	
634	Federal Asset Seizure Grants	
635	SUP Law Enforcement Service Fund	
636	CBTHP Officer	
637	Local Law Enforcement Block Grant	
638	Asset Forfeiture 11470.2 H & S	
639	Special Revenue - Police	
640	Parking District Fund	$579.36
670	Federal American Rescue Fund	
691	Museum Fund	
695	Transfer Station Fund	
696	Solid Waste Mitigation Fund	

700	Sanitary Disposal Site Fund	$18,530.44
701	Landfill Corrective Fund	
702	Disposal Closure Reserve Fund	
704	Post Closure Fund - Solid Waste	
710	Ambulance Services Fund	$131,512.49
720	Golf Fund	$2,443.80
730	Confernence Center Fund	$16,894.63
750	Visit Ukiah	
777	Airport Fund	$21,240.63
778	Airport Capital Improvement Fund	$9,111.50
779	Special Aviation Fund	
800	Electric Fund	$757,928.64
801	Electric Capital Reserve Fund	$1,307,451.34
803	Lake Mendocino Bond Reserve	
805	Street Lighting Fund	$9,073.95
806	Public Benefits Fund	$3,950.00
807	Cap and Trade	
820	Water Fund	$121,607.67
821	Water Capital Reserve Fund	$139,764.11
822	Water Capital Improvement Fund	
830	Recycled Water Fund	$1,575,011.44
840	City/District Sewer Fund	$290,574.32
841	Sewer Contruction Fund	
843	Sewer Capital Fund	
900	Special Deposit Trust	$3,541.47
901	General Service (Accts Recv)	$224.51
902	U.S.W. Billing & Collection	$129,926.42
903	Public Safety - AB 109	$0.00
905	Federal Emergency Shelter Grant	
905	Mendocino Emergency Service Authority	
911	Russian River Watershed Association	
915	UVFD	$8,059.72
916	UVFD PROP 172	
917	UVFD Measure B	$13,256.63
918	UVFD Mitigation	
920	MSWMA Operations	
940	Sanitation District Special Fund	
942	Rate Stabilization - UVSD Fund	
943	Sanitation District Capital Improvement Fund	
952	REDIP Sewer Enterprise Fund	
960	Community Redevelopment Agency	
961	RDA Housing Pass-Through	
962	Redevelopment Housing Fund	
963	Housing Debt	
964	RDA Capital Pass-Through	
965	Redevelopment Capital Improvement Fund	
966	Redevelopment Debt Service	
967	Housing Bond Proceeds	
968	Non-Housing Bond Proceeds	
969	RDA Obligation Retirement Fund	
844/944	Sewer Capital Projects Fund	$38,574.94
	Retainage Withheld	$174,929.39
611	CDBG 16-CDBG-11147	$1,062.50

PAYROLL CHECK NUMBERS: 515346-515414
DIRECT DEPOSIT NUMBERS: 127102-127429
PAYROLL PERIOD: 03/17-30/24

PAYROLL CHECK NUMBERS: 515415-515484
DIRECT DEPOSIT NUMBERS: 127430-127749
PAYROLL PERIOD: 3/31-4/13/24

PAYROLL CHECK NUMBERS:
DIRECT DEPOST NUMBERS:
PAYROLL PERIOD:

VOID CHECK NUMBERS:
3056139, 3054052, 3054903

MANUAL CHECK NUMBERS:

WIRE TRANSFER NUMBERS:
115

TOTAL DEMAND PAYMENTS- A/P CHECKS	$6,149,713.54
TOTAL DEMAND PAYMENTS- EFT's	$0.00
TOTAL PAYROLL CHECKS & DIRECT DEPOSITS	$1,397,590.06
TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS)	$785,161.38

* vendor name(if applicable)

TOTAL PAYMENTS	$8,332,464.98

CERTIFICATION OF CITY CLERK
This register of Payroll and Demand Payments was duly approved by the City Council on _____.

City Clerk

APPROVAL OF CITY MANAGER
I have examined this Register and approve same.

City Manager

CERTIFICATION OF DIRECTOR OF FINANCE
I have audited this Register and approve for accuracy and available funds.

Director of Finance

10000000	GENERAL FUND
10017200	SUCCESSOR AGENCY
10020000	POLICE - GEN FUND
10020210	POLICE PATROL
10020214	POLICE VOLUNTEERS
10020216	COPS GRANT
10020217	POLICE ANIMAL CONTROL
10020218	POLICE CSO
10020220	CODE ENFORCEMENT
10020224	MAJOR CRIMES TASK FORCE
10021210	CITY FIRE
10022100	PARKS
10022300	AQUATICS
10022700	MUSEUM - GEN FUND
10022810	RECREATION ADMINISTRATION
10022821	ADULT BASKETBALL
10022822	ADULT SOFTBALL
10022824	CO-ED VOLLEYBALL
10022831	YOUTH BASKETBALL
10022832	YOUTH SOFTBALL
10022840	DAY CAMP
10022850	CLASSES & CLINICS
10022860	SPECIAL ACTIVITIES
10022900	COMM SVCS SPECIAL SERVICES
10023100	PLANNING SERVICES
10023110	CURRENT PLANNING
10023300	BUILDING INSPECTION
10023320	BUILDING INSPECTION
10023411	CDBG GENERAL ADMIN
10024200	ENGINEERING/STREETS
10024210	ENGINEERING
10024214	TRAFFIC SIGNAL OPERATIONS
10024224	STORM WATER
10024310	CORP YARD MAINTENANCE
10024620	STREETS
10100000	GF- (SUB-FUND) VISIT UKIAH
10112700	GF-(SUB-FUND) VISIT UKIAH
10500000	MEASURE S GENERAL FUND
10521210	FIRE AUTHORITY
12000000	STREET REHABILITATION
12024200	PUBLIC WORKS ENGINEERING
13000000	GOV'TL DEBT SVC/RESERVE FUND
13100000	DEBT SERVICE RESERVE 2022 LRB
20000000	CITY ADMINISTRATIVE SERVICES
20010000	CITY COUNCIL
20012100	CITY MANAGER
20012200	ADMINISTRATIVE SUPPORT
20012300	COMMUNITY OUTREACH/PUBLIC INFO
20012500	CITY CLERK
20012600	ECONOMIC DEVELOPMENT
20012800	EMERGENCY MANAGEMENT
20013210	ACCOUNTS PAYABLE
20013220	PAYROLL
20013400	ACCOUNTING
20013401	BUDGET MANAGEMENT
20014000	CITY ATTORNEY
20015100	CITY TREASURER
20016100	HUMAN RESOURCES
20023510	HOUSING GRANTS
20023520	NON-HOUSING GRANTS
20100000	WORKER'S COMP FUND
20116220	WORKERS COMPENSATION
20200000	LIABILITY FUND
20216200	RISK MANAGEMENT
20300000	GARAGE FUND
20324100	GARAGE
20324110	FLEET MAINTENANCE
20400000	PURCHASING FUND
20413500	PURCHASING
20413510	CAPITAL ASSET MANAGEMENT
20413520	GRANTS AND SPECIAL PROJECTS
20414000	LEGAL SERVICES/EXPENSES
20500000	BILLING AND COLLECTION FUND
20513300	UTILITY BILLING
20513380	METERING-ELECTRIC
20513382	METERING-WATER
20600000	PUBLIC SAFETY DISPATCH FUND
20620231	POLICE UKIAH DISPATCH
20620232	POLICE FT BRAGG DISPATCH
20700000	PAYROLL POSTING FUND
20800000	BUILDING & MAINTENANCE
20822500	BUILDING & MAINTENANCE
20824300	BLDG MAINT CORP YARD
20900000	IT FUND
20913900	INFORMATION TECHNOLOGY
22000000	FIXED ASSET FUND
25100000	SPECIAL PROJECTS RESERVE FUND
25200000	STREETS/ROW IMPROVEMENT FUND
25224220	STREETS/ROW IMPROVEMENT FUND
25300000	PROP 172 FUND
25321210	CITY FIRE
30000000	PARK DEVELOPMENT FEES FUND
30022200	PARK DEVELOPMENT
30100000	ANTON STADIUM FUND

30200000	OBSERVATORY PARK FUND
30300000	PLAYGROUND & PARK AMENITIES FU
30322230	PLAYGROUND AND PARK AMENITIES
30400000	SWIMMING POOL FUND
30522250	RIVERSIDE PARK
30600000	SKATE PARK FUND
30700000	SOFTBALL COMPLEX FUND
31100000	ARRC GENERAL OPERATING FUND
31122000	ARRC
31200000	DOWNTOWN BUSINESS IMPROVEMENT
31212600	ECONOMIC DEVELOPMENT
31300000	LMIHF HOUSING ASSET FUND
31323400	HOUSING
31323431	LMI GENERAL ADMIN
31500000	ADVANCED PLANNING FUND
31523100	COMMUNITY PLANNING
31600000	SPECIAL RECREATION EVENTS
31622861	SPECIAL RECREATION EVENTS
50000000	GAS TAX FUND
50024214	TRAFFIC SIGNAL OPERATIONS
50500000	SIGNALIZATION FUND
50800000	SB325 REIMBURSEMENT FUND
50824210	SB325 ENGINEERING
50900000	S.T.P.
50924210	STP ENGINEERING
51100000	RAIL TRAIL FUND
51124210	Rail Trail
60000000	COMM. DEVELOPMT. BLOCK GRANT F
60023411	CDBG GENERAL ADMIN
60023412	CDBG ACTIVITY DELIVERY
61100000	CDBG 16-CDBG-11147
61112600	CDBG ECONOMIC DEVELOPMENT
61123410	16-CDBG-11147
61123411	CDBG GENERAL ADMIN
61200000	FUND 612 UNASSIGNED
61223400	HOME CDD HOUSING
61223422	HOME ACTIVITY DELIVERY
61323400	HOME HOUSING ACTIVITIES
61323421	HOME GENERAL ADMIN
62000000	CASP CERTIF & TRAINING
62023320	CASP CERTIF & TRAINING
63000000	ASSET SEIZURE FUND
63020210	ASSET SEIZURE EXPENDITURE
63300000	H&S EDUCATION 11489(B)(2)(A1)
63320210	H&S ASSET SEIZURE EXPENDITURE
63400000	FEDERAL ASSET SEIZURE GRANTS F
63420250	FED ASSET SEIZURE EXPENDITURE
63500000	SUP.LAW ENFORCE.SVC.FD(SLESF)
63520210	SLESF
63600000	CBTHP OFFICER
63620210	CBTHP OFFICER
63800000	ASSET FORFEITURE 11470.2 H&S F
63820210	ASSET FORFEITURE 11470 EXPENDI
63900000	SPECIAL REVENUE POLICE
64000000	PKG. DIST. #1 OPER & MAINT FUN
64012600	ECONOMIC DEVELOPMENT
64020213	POLICE PARKING ENFORCEMENT
67000000	FEDERAL AMERICAN RESCUE FUNDS
69500000	TRANSFER STATION
69624000	SOLID WASTE MITIGATION FUND
70000000	SANITARY DISPOSAL SITE FUND
70024500	LANDFILL 700
70124500	LANDFILL CORRECTIVE
70200000	DISPOSAL CLOSURE RESERVE FUND
70224500	LANDFILL CLOSURE
70400000	POST CLOSURE FUND-SOLID WASTE
71000000	AMBULANCE SERVICES FUND
71021100	AMBULANCE SERVICES
72000000	GOLF FUND
72022400	GOLF
73000000	CONFERENCE CENTER FUND
73022600	CONFERENCE CENTER
77700000	AIRPORT FUND
77714000	CITY ATTORNEY
77725200	AIRPORT OPERATIONS
77800000	AIRPORT CAPITAL IMPROVEMENT FU
77825200	AIRPORT CAPITAL
77900000	SPECIAL AVIATION FUND
77925200	AIRPORT SPECIAL
80000000	ELECTRIC FUND
80014000	CITY ATTORNEY
80026110	ELECTRIC OVERHEAD
80026120	ELECTRIC UNDERGROUND
80026200	TELEMETRY & CALIBRATION
80026210	SUBSTATION
80026220	HYDROELECTRIC PLANT
80026400	ELECTRIC ADMINISTRATION
80026440	POWER PURCHASES
80100000	ELECTRIC CAPITAL RESERVE FUND
80126100	ELECTRIC CIP
80126220	HYDROELECTRIC PLANT
80500000	STREET LIGHTING FUND
80526150	STREET LIGHTING
80600000	PUBLIC BENEFITS CHARGES FUND

80626450	PUBLIC BENEFITS
80700000	ELECTRIC CAP AND TRADE FUND
80800000	ELECTRIC LOW CARBON FUEL STDS
80826100	ELECTRIC LOW CARBON FUEL STDS
82000000	WATER FUND
82027110	WATER
82027111	PROD OPERATIONS & MAINTENANCE
82027114	DISTRIB OPERATIONS & MAINT
82100000	WATER CAPITAL RESERVE FUND
82200000	WATER CONNECTION FEE FUND
82227113	WATER DISTRIBUTION CAPITAL
83000000	RECYCLED WATER
83027330	RECYCLED WATER
84000000	CITY/DIST. SEWER OPERATING FUN
84027220	WASTE WATER
84027221	CITY WASTE O & M
84027225	WASTE TREATMENT O & M
84100000	SEWER BOND DEBT SERVICE FUND
84127226	WASTEWATER TREATMENT CAPITAL
84200000	RATE STABILIZATION-CITY FUND
84300000	CONNECTION FEE SEWER FUND (CAP
84400000	CITY SEWER CAPITAL PROJECTS FU
84427221	CITY WASTEWATER O&M 844
84427222	CITY WASTE CAPITAL
90000000	SPECIAL DEPOSIT TRUST FUND
91500000	UKIAH VALLEY FIRE DEPARTMENT
91521400	UVFD FIRE ADMINISTRATION
91600000	UVFD PROP 172
91621400	UVFD PROP 172
91700000	UVFD MEASURE B UNASSIGNED
91721400	UVFD FIRE
91800000	UVFD MITIGATION FEES
91821400	UVFD MITIGATION
96900000	REDEVELOPMENT OBLIGATION RETIR
96917200	SUCCESSOR AGENCY
96995669	969 - RDA OBLIGATION RETIREMEN

Object Code Summary

51211	PERS UNFUNDED LIABILITY
51220	INSURANCE
51230	WORKERS COMP
51240	MEDICARE
51260	FICA
51270	UNIFORM ALLOWANCE
51290	CELL PHONE STIPEND
52100	CONTRACTUAL SERVICES
52110	AMBULANCE BILLING
52111	DEFIBRILLATOR MAINTENANCE
52112	M. S. OVERSIGHT
52113	PLANNING STUDIES
52114	COMPLIANCE STUDIES
52130	EDUCATIONAL & MARKETING MATL'S
52131	ASSISTANCE TO SENIORS
52133	MONTHLY DISCOUNT PROGRAM
52134	GENERAL ADMIN
52135	ENERGY CONSERVATION PROGRAM
52137	PUBLIC BENEFITS PROGRAM MGMT
52139	RESEARCH DEVELOPMENT & DEMO
52150	LEGAL SERVICES/EXPENSES
52151	EMPLOYEE BENEFIT ADMIN FEES
52155	ACTIVITY DELIVERY
52180	SECURITY SERVICES
52181	VOLUNTEER EXPENSES
52301	PROPERTY TAX ADMIN FEE
52304	LAFCO FEES AND PROP TAX EXP
52500	TRUSTEE FEES
52510	ADVERTISING & PROMOTION
52515	ADVERTISING & PUBLICATION
52521	LIABILITY INSURANCE PREMIUM
52522	LIABILITY & PROPERTY DEDUCT
52524	PROPERTY INSURANCE PREMIUM
52525	WORKER'S COMP. EXPENSE
52526	REMIF ASSESSMENT PAYMENTS
52527	A.D.P. PREMIUM & DEDUCTIBLE
52528	LIABILITY INSURANCE
52529	EARTHQUAKE & FLOOD (DIC)
52532	SAFETY & TRAINING SUPPORT
52533	UVFA RETIREE HEALTH INS
52600	RENT
52601	DATA STORAGE & CONNECTIVITY
52602	RENTAL OF CITY PROPERTY
52841	SUCCESSOR AGENCY ADMIN
53000	LAWSUIT SETTLEMENT
54100	SUPPLIES
54101	POSTAGE
54102	SMALL TOOLS
54103	LAB SUPPLIES
54106	SPECIALTY SUPPLIES
54107	EMS SUPPLIES
54120	PW - SPECIAL SUPPLIES
54121	PW - ASPHALT CONCRETE
54122	PW - AGGREGATE BASE
54124	PW - CONCRETE/SUPPLIES
54125	PW - TRAFFIC PAINT
54126	PW-PREMARKS
54127	PW - SIGN POSTS/SHEETING
54128	PW - COLD PATCH MATERIAL
54129	PW - TACK OIL
54130	PW - SAFETY
54131	PW - BARRICADES & CONES
54161	BACKGROUND & PHYSICALS
54162	ADVERTISING
54163	INTERVIEW SUPPLIES
54165	NEW EMPLOYEE FINGERPRINT
54166	DOT TESTING PROGRAM
54167	EMPLOYEE DEVELOPMENT
54169	LIVESCAN
54201	PRISONER EXPENSE
54202	MAJOR CRIME INVESTIGATIONS
54203	RECRUITMENT
54320	SOFTWARE
54330	COMPUTER AND TECHNOLOGY
54500	EQUIP RENTS AND LEASES
54700	FINES & PENALTIES
55100	TELEPHONE
55200	PG&E
55210	UTILITIES
56100	VEHICLE & EQUIPMENT MAINT. & R
56112	EQUIPMENT PARTS FOR RESALE
56120	EQUIPMENT MAINTENANCE & REPAIR
56125	LAB EQUIP-REPAIR & MAINT.
56130	EXTERNAL SERVICES
56210	FUEL & FLUIDS
56300	BUILDING MAINT. & REPAIR
56410	EQUIPMENT RENTAL - PRIVATE
56504	FACILITY MAINTENANCE & REPAIR
56600	AIRFIELD MAINTENANCE & REPAIR
57100	LEARNING AND DEVELOPMENT
57101	CONF & TRAINING-AQUATICS
57300	MEMBERSHIPS & SUBSCRIPTIONS

58101 NCPA PLANT GENERATION
58102 NCPA POWER PURCHASES
58103 NCPA TRANSMISSION
58104 NCPA MANAGEMENT SERVICES
58105 NCPA THIRD PARTY SALES
58202 CHEMICALS
58401 AVIATION FUEL
58410 GARAGE LUBRICANTS & PARTS
58510 REIMBURSABLE JOBS
59100 PROPERTY TAXES PAID
59101 FEES
59102 FRANCHISE FEES
59105 CONTRIBUTIONS TO OTHER AGENCY
59106 SENIOR TRASH SUBSIDY
59108 BANK FEES
59400 OTHER EXPENSES
59500 LOANS ISSUED
59502 SCHOLARSHIPS
61200 PURCHASING ALLOCATION
61300 BILLING & COLLECTION ALLOCATIO
61410 RENT ALLOCATION
61420 BUILDING MAINTENANCE ALLOCATIO
61422 IT ALLOCATION
61430 CORP YARD ALLOCATION
61500 INSURANCE ALLOCATION
61600 GARAGE ALLOCATION
61700 DISPATCH
62100 ADMIN & OVERHEAD ALLOCATION
63000 INTERFUND SERVICES USED
70101 LOAN PAYMENTS MADE
70102 BOND INTEREST EXPENSE
70103 LOAN INTEREST
70201 LOAN PRINCIPAL PAYMENTS
70202 BOND PRINCIPAL PAYMENTS
74500 CAPITAL LEASE PRINCIPAL
74501 CAPITAL LEASE INTEREST
80100 MACHINERY & EQUIPMENT
80210 LAND ACQUISITION
80220 BUILDING IMPROVEMENTS
80230 INFRASTRUCTURE
90100 LOAN PROCEEDS
90101 LOAN PAYMENT RECEIVED

List of Checks Presented for Approval on 4/5/2024

The following list of bills payable was reviewed and approved for payment.

MJR

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AARON CHRISTOPHER FORD	3/25-26/24	INSTRUCTOR	$5,200.00	*10022850-52100*	*CONTRACTUAL SERVICES*	*$5,200.00*
					Vendor Total:	*$5,200.00*
ALL-GUARD ALARM SYSTEMS INC	A441492	MONTHLY MONITORING WWTP	$93.44	*84027225-52180*	*SECURITY SERVICES*	*$93.44*
					Vendor Total:	*$93.44*
ALPHA ANALYTICAL LABORATORIES INC	4025670-UKIAHLF	QUARTERLY WELL MONITORING AT THE UKIAH LANDFILL AS	$10,539.00	*70024500-52100*	*CONTRACTUAL SERVICES*	*$10,539.00*
					Vendor Total:	*$10,539.00*
AMAZON CAPITAL SERVICES, INC	1MRW-JJYM-GMYT	WEATHER TECH CUSTOM FIT FLOORLINERS	$159.99	*71021100-56130*	*EXTERNAL SERVICES*	*$159.99*
	1NGH-WNCN-KQDF	RETURN: FREEZER ZIP LOCK BAGS	($69.44)	*10020210-54201*	*PRISONER EXPENSE*	*($69.44)*
	1KWG-6NW6-PYNX	AQUATICS FIRST AID SUPPLIES	$1,883.96	*10022300-54100*	*SUPPLIES*	*$1,883.96*
	16TP-RF67-K7FH	DAYCAMP SUPPLIES	$4,345.69	*10022840-54100*	*SUPPLIES*	*$4,345.69*
	17DR-VKNN-NWTM	SHARPIES, DRY EARASE CALENDAR	$42.74	*10023200-54100*	*SUPPLIES*	*$42.74*
	1HRG-VC67-317W	BOTTLE FILTERS	$159.24	*73022600-54100*	*SUPPLIES*	*$159.24*
					Vendor Total:	*$6,522.18*
ARB INC	SF26058	FIRE MITIGATION UNDERGROUNDING	$308,889.64	*80126100-80230*	*INFRASTRUCTURE*	*$308,889.64*
	SF26115	FIRE MITIGATION UNDERGROUNDING	$931,229.85	*80126100-80230*	*INFRASTRUCTURE*	*$931,229.85*
					Vendor Total:	*$1,240,119.49*
AT&T	2799 APR 24	INTERNET	$124.57	*10022100-55100*	*TELEPHONE*	*$124.57*
	3138 MAR 24	DSL FOR 911 REMOTE SUPPORT	$251.45	*20620231-55100*	*TELEPHONE*	*$251.45*
					Vendor Total:	*$376.02*
AT&T MOBILITY	875108535X03142024	VOICE & DATA CELL PHONES	$1,057.64	*10023200-54330*	*COMPUTER AND TECHNOLOGY*	*$43.23*
				10023320-54330	*COMPUTER AND TECHNOLOGY*	*$43.23*
				10022100-55100	*TELEPHONE*	*$259.38*
				10022700-55100	*TELEPHONE*	*$23.24*
				10022810-55100	*TELEPHONE*	*$86.46*

List of Checks Presented for Approval on 4/5/2024

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T MOBILITY	875108535X03142024	VOICE & DATA CELL PHONES	$1,057.64	*20012800-55100*	*TELEPHONE*	*$59.14*
				20913900-55100	*TELEPHONE*	*$86.46*
				80026400-55100	*TELEPHONE*	*$55.41*
				82027114-55100	*TELEPHONE*	*$43.23*
				84027221-55100	*TELEPHONE*	*$136.22*
				84027225-55100	*TELEPHONE*	*$166.23*
				82027111-55210	*UTILITIES*	*$55.41*
					Vendor Total:	*$1,057.64*
CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	300014132	MEMBERSHIP: K NORRIS	$55.00	*20513530-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$55.00*
					Vendor Total:	*$55.00*
CHRISTIAN BALLESTRAZZE	TA 4/8-12/24	TRAVEL ADVANCE	$90.00	*10020210-57100*	*LEARNING AND DEVELOPMENT*	*$90.00*
					Vendor Total:	*$90.00*
CHRISTOPHER PARDINI	TA 4/21-26/24	TRAVEL ADVANCE	$1,144.62	*10020210-57100*	*LEARNING AND DEVELOPMENT*	*$1,144.62*
	TA 4/28-5/3/24	TRAVEL ADVANCE	$1,144.62	*10020210-57100*	*LEARNING AND DEVELOPMENT*	*$1,144.62*
					Vendor Total:	*$2,289.24*
CITIBANK N.A.	CI_1247586	IT GLUE/KASEYA SOFTWARE	$388.44	*20913900-54320*	*SOFTWARE*	*$388.44*
	1097563553	FACIAL TISSUE	$41.36	*80026110-54100*	*SUPPLIES*	*$41.36*
					Vendor Total:	*$429.80*
CITY OF ROHNERT PARK	4180-33590-23-001	REGISTRATION: R MICEL, C BALLESTRAZZE, C WALL	$345.00	*10020210-57100*	*LEARNING AND DEVELOPMENT*	*$345.00*
					Vendor Total:	*$345.00*
COFFEE CRITIC INC, THE	R34393	MISC. COFFEE SUPPLIES	$100.00	*20012200-54100*	*SUPPLIES*	*$100.00*
					Vendor Total:	*$100.00*
COLE WALL	TA 4/8-12/24	TRAVEL ADVANCE	$90.00	*10020210-57100*	*LEARNING AND DEVELOPMENT*	*$90.00*
					Vendor Total:	*$90.00*
DANIEL PARKER	SERP 4/1/24	SAFETY EQUIPMENT REPAYMENT PROGRAM- ARMOR VEST	$1,385.10	*10020000-10520*	*LOANS RECEIVABLE*	*$1,385.10*
					Vendor Total:	*$1,385.10*

List of Checks Presented for Approval on 4/5/2024

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DAY CARTER & MURPHY LLP	31273	LEGAL SERVICES FOR WESTERN HILLS	$800.00	*80026400-52100*	*CONTRACTUAL SERVICES*	*$800.00*
					Vendor Total:	*$800.00*
DC CUSTOMS INC	199402	WEATHER GUARD TOOLBOX	$1,320.75	*10022100-56130*	*EXTERNAL SERVICES*	*$1,320.75*
					Vendor Total:	*$1,320.75*
DEEP VALLEY SECURITY	3305	SERVICE CALL	$218.75	*82027111-52100*	*CONTRACTUAL SERVICES*	*$218.75*
					Vendor Total:	*$218.75*
DEFATTE EQUIPMENT INC	34118 1	SEAL KIT, PAD KIT	$26.13	*80026110-56130*	*EXTERNAL SERVICES*	*$26.13*
					Vendor Total:	*$26.13*
DELL MARKETING LP	10733609092	DELL DOCK	$214.41	*73022600-54330*	*COMPUTER AND TECHNOLOGY*	*$214.41*
					Vendor Total:	*$214.41*
DEPARTMENT OF JUSTICE	723708	CHEM/TEST REPORT, CRIMINAL INV	$490.00	*10020210-52100*	*CONTRACTUAL SERVICES*	*$490.00*
					Vendor Total:	*$490.00*
DIVERSIFIED COMMUNICA-TIONS	INV-IOFM03247809	FINANCE ANNUAL MEMBERSHIP	$995.00	*20013210-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$995.00*
					Vendor Total:	*$995.00*
DONALD PHILLIPS HILL JR	APR 24	PARKS DEPT. OFFICE LEASE - 185 MASON ST	$1,514.00	*10022100-52600*	*RENT*	*$1,514.00*
					Vendor Total:	*$1,514.00*
EUROFINS EATON ANALYTICAL LLC	3800046977	CARBAMAZAPINE	$600.00	*84027225-52100*	*CONTRACTUAL SERVICES*	*$600.00*
					Vendor Total:	*$600.00*
FEDERAL EXPRESS	8-446-50898	SHIPPING SERVICES	$143.08	*20012100-54101*	*POSTAGE*	*$143.08*
					Vendor Total:	*$143.08*
FLEETPRIDE	115344321	NEW R-12 TYPE VALVE	$117.17	*84027221-56130*	*EXTERNAL SERVICES*	*$117.17*
	115277888	VALVE, DBCK, T24LS SERVICE, WELDED YOKE	$349.01	*84027221-56130*	*EXTERNAL SERVICES*	*$349.01*
					Vendor Total:	*$466.18*
GHILOTTI CONSTRUCTION COMPANY INC	6063A09	DOWNTOWN STREETSCAPE PHASE II	$399,659.73	*12024200-80230*	*INFRASTRUCTURE*	*$311,201.58*
				25224220-80230	*INFRASTRUCTURE*	*$22,130.48*
				80126100-80230	*INFRASTRUCTURE*	*$16,941.73*
				82027113-80230	*INFRASTRUCTURE*	*$20,442.98*
				84427221-80230	*INFRASTRUCTURE*	*$28,942.96*
					Vendor Total:	*$399,659.73*

List of Checks Presented for Approval on 4/5/2024

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CI043620	WALKAWAY SPRING CLIP BACKETS	$479.61	*10521210-56130*	*EXTERNAL SERVICES*	*$479.61*
	CI043648	LIGHT, AMDOR, LUMA CAR	$605.76	*10521210-56130*	*EXTERNAL SERVICES*	*$605.76*
					Vendor Total:	*$1,085.37*
GRAINGER INC	9058065724	CONNECTOR POLYPROPYLENE, ELBOW 90 POLYPROPYLENE	$49.64	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$49.64*
	9049802961	ELECTRIC DUMP PUMP	$734.77	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$734.77*
	9054661021	CALIBRATION SOLUTION	$40.06	*84027225-54103*	*LAB SUPPLIES*	*$40.06*
					Vendor Total:	*$824.47*
GRAYBAR ELECTRIC CO INC	9336342110	(U-BSL-N16) TRAFFIC SIGNAL, 12	$334.33	*80000000-12104*	*INVENTORY - PURCHASES*	*$334.33*
					Vendor Total:	*$334.33*
HACH COMPANY	13956664	CLEANING SOLUTION, PH STORAGE SOLN	$160.78	*84027225-54103*	*LAB SUPPLIES*	*$160.78*
	13959790	AMMONIA, TNT	$298.72	*84027225-54103*	*LAB SUPPLIES*	*$298.72*
					Vendor Total:	*$459.50*
HINDERLITER DE LLAMAS AND ASSOCIATES	SIN036672	SALES, USE & TRANSACTIONS TAX	$300.00	*20013400-52100*	*CONTRACTUAL SERVICES*	*$300.00*
	SIN036419	SALES, USE & TRANSACTIONS TAX	$1,306.57	*20013400-52100*	*CONTRACTUAL SERVICES*	*$1,306.57*
					Vendor Total:	*$1,606.57*
HOME DEPOT CREDIT SERVICES	5901462	RETURN: GALLON STORAGE BOX	($105.95)	*20824700-80220*	*BUILDING IMPROVEMENTS*	*($105.95)*
	2083761	SILICOME, SLOSURE PLUGS, FLOODLIGHTS	$370.47	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$370.47*
					Vendor Total:	*$264.52*
JOSHUA WILLIAMS	83658	TREES	$295.66	*10022100-54100*	*SUPPLIES*	*$295.66*
					Vendor Total:	*$295.66*
KATHERINE ESCOBEDO	3/27-28/24	INSTRUCTOR	$880.00	*10022850-52100*	*CONTRACTUAL SERVICES*	*$880.00*
					Vendor Total:	*$880.00*
KIMBALL MIDWEST	102003427	ORING, WING NUT, NYLOCK LOCK, CONNECTORS	$1,130.45	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$704.69*
				20324100-54102	*SMALL TOOLS*	*$425.76*
					Vendor Total:	*$1,130.45*
KRISTIN MYERS	20240307	CATERING FOR FIRST 5 CALIFORNIA	$2,677.50	*73022601-44921*	*CATERING SALES*	*$2,677.50*

List of Checks Presented for Approval on 4/5/2024

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
KRISTIN MYERS	20240306	CATERING FOR FIRST 5 CALIFORNIA	$3,622.50	*73022601-44921*	*CATERING SALES*	*$3,622.50*
					Vendor Total:	*$6,300.00*
KYLE NUSS	149361918	REIMBURSMENT: MARCH MADNESS LUNCH	$420.72	*20013400-54100*	*SUPPLIES*	*$420.72*
					Vendor Total:	*$420.72*
LIFE ASSIST INC	1413956	MISC. EMS SUPPLIES	$52.43	*71021100-54107*	*EMS SUPPLIES*	*$52.43*
	1414060	MISC. EMS SUPPLIES	$250.92	*71021100-54107*	*EMS SUPPLIES*	*$250.92*
	1414635	MISC. EMS SUPPLIES	$363.54	*71021100-54107*	*EMS SUPPLIES*	*$363.54*
					Vendor Total:	*$666.89*
LN CURTIS & SONS	INV795461	AIR LIFT BAGS	$14,481.33	*25321210-54102*	*SMALL TOOLS*	*$14,481.33*
					Vendor Total:	*$14,481.33*
MADISON BREWSTER-RAMIREZ	3/27-28/24	INSTRUCTOR	$100.00	*10022850-52100*	*CONTRACTUAL SERVICES*	*$100.00*
					Vendor Total:	*$100.00*
MARYJO REYNOLDS	TA 4/14-16/24	TRAVEL ADVANCE	$398.04	*20013210-57100*	*LEARNING AND DEVELOPMENT*	*$398.04*
					Vendor Total:	*$398.04*
MEAD & HUNT INC	362599	CONSTRUCTION ADMIN SVCS FOR RU	$2,584.75	*77825200-80230*	*INFRASTRUCTURE*	*$2,584.75*
	363176	CONSTRUCTION ADMIN SVCS FOR RU	$3,022.75	*77825200-80230*	*INFRASTRUCTURE*	*$3,022.75*
					Vendor Total:	*$5,607.50*
MENDOCINO COUNTY TAX COLLECTOR	1430828 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$105.55	*20012200-52304*	*LAFCO FEES AND PROP TAX EXP*	*$105.55*
	1553884 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$131.00	*20012200-52304*	*LAFCO FEES AND PROP TAX EXP*	*$131.00*
	1569877 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$144.30	*20012200-52304*	*LAFCO FEES AND PROP TAX EXP*	*$144.30*
	1432197 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$263.66	*20012200-52304*	*LAFCO FEES AND PROP TAX EXP*	*$263.66*
	1434459 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$391.14	*20012200-52304*	*LAFCO FEES AND PROP TAX EXP*	*$391.14*
	1434631 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$393.83	*20012200-52304*	*LAFCO FEES AND PROP TAX EXP*	*$393.83*
	1432189 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$621.47	*20012200-52304*	*LAFCO FEES AND PROP TAX EXP*	*$621.47*
	1455335 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$1,402.90	*20012200-52304*	*LAFCO FEES AND PROP TAX EXP*	*$1,402.90*

List of Checks Presented for Approval on 4/5/2024

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MENDOCINO COUNTY TAX COLLECTOR	1528180 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$2,448.21	*20012200-52304*	*LAFCO FEES AND PROP TAX EXP*	*$2,448.21*
	1445777 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$141.78	*10022100-59100*	*PROPERTY TAXES PAID*	*$141.78*
	1556899 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$350.94	*10022100-59100*	*PROPERTY TAXES PAID*	*$350.94*
	1502556 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$708.96	*10022100-59100*	*PROPERTY TAXES PAID*	*$708.96*
	1467006 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$426.67	*70024500-59100*	*PROPERTY TAXES PAID*	*$426.67*
	1557259 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$1,114.18	*70024500-59100*	*PROPERTY TAXES PAID*	*$1,114.18*
	1449154 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$658.72	*77725200-59100*	*PROPERTY TAXES PAID*	*$658.72*
	1452142 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$451.71	*82027110-59100*	*PROPERTY TAXES PAID*	*$451.71*
	1509095 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$453.15	*82027110-59100*	*PROPERTY TAXES PAID*	*$453.15*
	1451041 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$537.21	*82027110-59100*	*PROPERTY TAXES PAID*	*$537.21*
	1497831 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$803.56	*82027110-59100*	*PROPERTY TAXES PAID*	*$803.56*
	1475763 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$829.74	*82027110-59100*	*PROPERTY TAXES PAID*	*$829.74*
	1433691 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$846.80	*82027110-59100*	*PROPERTY TAXES PAID*	*$846.80*
	1472436 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$1,450.56	*82027110-59100*	*PROPERTY TAXES PAID*	*$1,450.56*
	1513064 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$4,125.41	*82027110-59100*	*PROPERTY TAXES PAID*	*$4,125.41*
	1498322 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$1,520.94	*84027225-59100*	*PROPERTY TAXES PAID*	*$1,520.94*
	1526114 1	23/24 PROPERTY TAXES 2ND INSTALLMENT	$2,883.28	*84027225-59100*	*PROPERTY TAXES PAID*	*$2,883.28*
					Vendor Total:	*$23,205.67*
MICHAEL ESCOBEDO	3/25-28/24	INSTRUCTOR	$3,640.00	*10022850-52100*	*CONTRACTUAL SERVICES*	*$3,640.00*
					Vendor Total:	*$3,640.00*
MOTION INDUSTRIES INC	CA23-00542158	BEARING, FITTINGS & MISC	$55.72	*84027221-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$55.72*
	CA23-00542157	BEARING, FITTINGS & MISC	$2,697.24	*84027221-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$2,697.24*

List of Checks Presented for Approval on 4/5/2024

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MOTION INDUSTRIES INC	CA23-00541212	BEARING, FITTINGS & MISC	$71.79	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$71.79*
					Vendor Total:	*$2,824.75*
NEIL VAINE	P-738	SEWER LATERAL: REIMBURSEMENT	$2,000.00	*84427221-59501*	*GRANTS ISSUED*	*$2,000.00*
					Vendor Total:	*$2,000.00*
NICK BARBIERI TRUCKING LLC	0099788-IN	CARDLOCK FUEL PURCHASES	$381.65	*82027111-58410*	*GARAGE LUBRICANTS & PARTS*	*$381.65*
	0099786-IN	CARDLOCK FUEL PURCHASES	$1,514.88	*82027111-58410*	*GARAGE LUBRICANTS & PARTS*	*$757.44*
				84027225-58410	*GARAGE LUBRICANTS & PARTS*	*$757.44*
					Vendor Total:	*$1,896.53*
NORMAN ROSEN	P-736	SEWER LATERAL: REIMBURSEMENT	$2,000.00	*84427221-59501*	*GRANTS ISSUED*	*$2,000.00*
					Vendor Total:	*$2,000.00*
ONE TIME PAY VENDOR	0033585	ROOM DEPOSIT REFUND: NICHOLAS CANADAY	$200.00	*10022700-46530*	*MUSEUM MEETING RENTALS*	*$200.00*
	P-8950	DEPOSIT REFUND: AXIA ARCHITECTS P# P-8950	$910.00	*90000000-21111*	*PLANNING PERMIT ESCROW*	*$910.00*
	30927	REC REFUND: TRISTEN DISOMMA	$125.00	*10022850-44915*	*RECREATION PROGRAM INCOME*	*$125.00*
	57898-001	UTILITY REFUND: SELZER REALTY	$45.97	*90100000-10421*	*UTILITY RECEIVABLES CLEARING*	*$45.97*
					Vendor Total:	*$1,280.97*
PACE SUPPLY CORPORATION	029367492	PVC ADAPTER, 1/2" PVC ADAPTER, 1" PVC ADAPTER	$289.82	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$289.82*
	029323779-1	1X2 METER MN, 3/4 IPSX 3 SS ARMOR	$706.35	*82027111-54100*	*SUPPLIES*	*$706.35*
	029358040	REPAIR CLAMP	$295.45	*82027114-54100*	*SUPPLIES*	*$295.45*
	029323779	1X2 METER MN, 3/4 IPS AROMOR, 1 CTS DUAL ARMOR	$3,825.86	*82027114-54100*	*SUPPLIES*	*$3,825.86*
					Vendor Total:	*$5,117.48*
PAN-PACIFIC SUPPLY CO	29614216	FAIRBANKS MORSE DEEPWELL MODEL 7000AW GPM 403 SERI	$10,940.57	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$10,940.57*
					Vendor Total:	*$10,940.57*
RADIAN RESEARCH INC	PS64098	ACCURACY CERTIFICATION PROGRAM RD-23 KIT	$1,444.45	*80026200-54102*	*SMALL TOOLS*	*$1,444.45*
					Vendor Total:	*$1,444.45*

List of Checks Presented for Approval on 4/5/2024

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RAINBOW AGRICULTURAL SERVICES	69812/H	CHAIN LOOP	$27.21	*80026120-54100*	*SUPPLIES*	*$27.21*
					Vendor Total:	*$27.21*
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	24-03 EAP	MAR EAP INSURANCE, FEB DEDUCTIONS	$594.98	*20700000-20520*	*P/R DEDUCT.-MEDICAL INS*	*$594.98*
	24-02 EAP	FEB EAP INSURANCE, JAN DEDUCTIONS	$597.82	*20700000-20520*	*P/R DEDUCT.-MEDICAL INS*	*$597.82*
					Vendor Total:	*$1,192.80*
RINEHART OIL INC	CL43075	FUEL CARD SERVICES AS PER ATTA	$3,179.24	*10020210-56210*	*FUEL & FLUIDS*	*$3,179.24*
	CL43095	FUEL CARD SERVICES AS PER ATTA	$406.07	*10022100-56210*	*FUEL & FLUIDS*	*$406.07*
	CL43088	FUEL CARD SERVICES AS PER ATTA	$160.14	*10023320-56210*	*FUEL & FLUIDS*	*$160.14*
	CL43090	FUEL CARD SERVICES AS PER ATTA	$196.76	*10024210-56210*	*FUEL & FLUIDS*	*$196.76*
	CL43096	FUEL CARD SERVICES AS PER ATTA	$828.67	*10024620-56210*	*FUEL & FLUIDS*	*$828.67*
	CL43054	FUEL CARD SERVICES AS PER ATTA	$4,372.08	*10521210-56210*	*FUEL & FLUIDS*	*$4,167.65*
				10523600-56210	*FUEL & FLUIDS*	*$96.19*
				71021100-56210	*FUEL & FLUIDS*	*$108.24*
	CL43064	FUEL CARD SERVICES AS PER ATTA	$153.39	*20324100-56210*	*FUEL & FLUIDS*	*$153.39*
	CL43093	FUEL CARD SERVICES AS PER ATTA	$244.12	*20324100-56210*	*FUEL & FLUIDS*	*$244.12*
	CL43089	FUEL CARD SERVICES AS PER ATTA	$247.84	*20513382-56210*	*FUEL & FLUIDS*	*$247.84*
	CL43094	FUEL CARD SERVICES AS PER ATTA	$59.06	*20824700-56210*	*FUEL & FLUIDS*	*$59.06*
	CL43074	FUEL CARD SERVICES AS PER ATTA	$1,635.58	*80026400-56210*	*FUEL & FLUIDS*	*$1,635.58*
	CL43092	FUEL CARD SERVICES AS PER ATTA	$631.83	*82027111-56210*	*FUEL & FLUIDS*	*$631.83*
	CL43029	FUEL CARD SERVICES AS PER ATTA	$2,532.75	*82027114-56210*	*FUEL & FLUIDS*	*$1,266.38*
				84027221-56210	*FUEL & FLUIDS*	*$1,266.37*
	CL43091	FUEL CARD SERVICES AS PER ATTA	$669.51	*84027225-56210*	*FUEL & FLUIDS*	*$669.51*
					Vendor Total:	*$15,317.04*
RYAN MICHEL	TA 4/8-12/24	TRAVEL ADVANCE	$90.00	*10020210-57100*	*LEARNING AND DEVELOPMENT*	*$90.00*
					Vendor Total:	*$90.00*
RYAN NELSON	TR 3/24-28/24	TRAVEL REIMBURSEMENT	$243.00	*10521210-57100*	*LEARNING AND DEVELOPMENT*	*$243.00*
					Vendor Total:	*$243.00*

List of Checks Presented for Approval on 4/5/2024

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SNAP-ON INDUSTRIAL	ARV/60730483	ADJUSTABLE WRENCH	$123.06	*84027221-54102*	*SMALL TOOLS*	*$123.06*
	ARV/60699673	MASTER EXTRACTOR/BIT SET	$1,547.75	*84027221-54102*	*SMALL TOOLS*	*$1,547.75*
					Vendor Total:	*$1,670.81*
STRYKER SALES CORPORATION	9205666599	MTS POWER LOAD	$11,592.30	*71021100-52100*	*CONTRACTUAL SERVICES*	*$11,592.30*
	9205652614	MTS POWER LOAD	$30,092.49	*71021100-54102*	*SMALL TOOLS*	*$30,092.49*
					Vendor Total:	*$41,684.79*
SYDNEY DEARBORN	U4008622	APR 24 REIMBURSEMENT: MEDICAL INSURANCE	$184.72	*91500000-20561*	*ACCRUED SICK*	*$184.72*
					Vendor Total:	*$184.72*
TGIF REPAIRS INC	7136	PRINTER MAINTENANCE	$560.55	*10020210-54100*	*SUPPLIES*	*$560.55*
					Vendor Total:	*$560.55*
UKIAH WASTE SOLUTIONS, INC	175794140U034	FLUORESCENT TUBES, BULBS	$206.90	*84027225-54100*	*SUPPLIES*	*$206.90*
					Vendor Total:	*$206.90*
UNIVAR SOLUTIONS USA INC	51927025	LIQUID SODIUM HYPOCHLORITE 12.	$10,747.56	*84027225-58202*	*CHEMICALS*	*$10,747.56*
					Vendor Total:	*$10,747.56*
US CELLULAR	639445343	CELL PHONES	$326.28	*20913900-55100*	*TELEPHONE*	*$25.58*
				82027111-55100	*TELEPHONE*	*$182.28*
				84027225-55100	*TELEPHONE*	*$118.42*
					Vendor Total:	*$326.28*
VERIZON WIRELESS	9959594091	DATA & EMERGENCY LOANER PHONES	$2,294.78	*80126100-80100*	*MACHINERY & EQUIPMENT*	*$152.04*
				10022100-55100	*TELEPHONE*	*$198.05*
				10022300-55100	*TELEPHONE*	*$38.01*
				10022810-55100	*TELEPHONE*	*$78.00*
				10022840-55100	*TELEPHONE*	*$38.01*
				10023100-55100	*TELEPHONE*	*$38.01*
				10024210-55100	*TELEPHONE*	*$69.69*
				10024620-55100	*TELEPHONE*	*$28.51*
				20012100-55100	*TELEPHONE*	*$38.01*
				20913900-55100	*TELEPHONE*	*$464.13*
				70024500-55100	*TELEPHONE*	*$28.51*
				77725200-55100	*TELEPHONE*	*$198.05*

List of Checks Presented for Approval on 4/5/2024

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
VERIZON WIRELESS	9959594091	DATA & EMERGENCY LOANER PHONES	$2,294.78	*80026210-55100*	*TELEPHONE*	*$38.01*
				80026400-55100	*TELEPHONE*	*$276.08*
				82027110-55100	*TELEPHONE*	*$110.86*
				82027111-55100	*TELEPHONE*	*$38.01*
				82027114-55100	*TELEPHONE*	*$122.14*
				84027221-55100	*TELEPHONE*	*$288.41*
				84027225-55100	*TELEPHONE*	*$52.25*
					Vendor Total:	*$2,294.78*
VITISYSTEMS INC	718313	624 THS LOW LEVEL, CYANIDE TOTAL ML	$887.30	*84027225-52100*	*CONTRACTUAL SERVICES*	*$887.30*
					Vendor Total:	*$887.30*
WAGNER & BONSIGNORE	03-24-917	ENG SVCS FOR WATER RIGHT PERMI	$443.75	*82027110-52100*	*CONTRACTUAL SERVICES*	*$443.75*
					Vendor Total:	*$443.75*
					INVOICE TOTAL:	***$1,840,223.20***

List of Checks Presented for Approval on 4/12/2024

The following list of bills payable was reviewed and approved for payment.

MJR

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ACME RIGGING COMPANY INC	337524	GATES MXT MEGA SYS HOSE, HOSE ASSEMBLY	$274.56	*80026110-56130*	*EXTERNAL SERVICES*	*$274.56*
	337690	DBL JACKETED MILL HOSE, MALE PIPE	$866.05	*82027114-54100*	*SUPPLIES*	*$866.05*
					Vendor Total:	*$1,140.61*
ADAMSON POLICE PRODUCTS	INV411513	SPITFIRE ION DASH LT AMBER	$193.00	*10020210-56130*	*EXTERNAL SERVICES*	*$193.00*
					Vendor Total:	*$193.00*
ADVANCED SECURITY SYSTEMS	686022 1	ALARM MONITORING AT GHM	$106.50	*10022700-52180*	*SECURITY SERVICES*	*$106.50*
	286022	FIRE, LIFE SAFETY INSPECTION &	$582.66	*10022700-52180*	*SECURITY SERVICES*	*$582.66*
					Vendor Total:	*$689.16*
AFLAC	293922	MAR 24 CANCER/LIFE/ACCIDENTAL INSURANCE	$6,533.12	*20700000-20527*	*SECTION 125 (CANCER & LIFE)*	*$6,533.12*
					Vendor Total:	*$6,533.12*
AIRGAS INC	9148002200	SENSOR REPLACE O2	$345.23	*84027221-54102*	*SMALL TOOLS*	*$345.23*
					Vendor Total:	*$345.23*
AL SMATSKY	172	DESIGN, ENGINEERING & CONSULTA	$3,705.00	*80026400-52100*	*CONTRACTUAL SERVICES*	*$330.00*
				80026400-52100	*CONTRACTUAL SERVICES*	*$3,375.00*
					Vendor Total:	*$3,705.00*
ALEXANDER DE GRASSI	JAN-MAR 24	QUARTERLY PLANNING COMMISSION STIPEND	$300.00	*20010010-51121*	*PLANNING COMMISSION STIPENDS*	*$300.00*
					Vendor Total:	*$300.00*
ALPHA ANALYTICAL LABORATORIES INC	4036889-UKIAHSTP	MISC. LABORATORY WORK	$85.00	*84027225-52100*	*CONTRACTUAL SERVICES*	*$85.00*
	4036991-UKIAHSTP	MISC. LABORATORY WORK	$85.00	*84027225-52100*	*CONTRACTUAL SERVICES*	*$85.00*
	4034080-UKIAHSTP	MISC. LABORATORY WORK	$103.75	*84027225-52100*	*CONTRACTUAL SERVICES*	*$103.75*
	4036479-UKIAHSTP	MISC. LABORATORY WORK	$163.75	*84027225-52100*	*CONTRACTUAL SERVICES*	*$163.75*
	4033761-UKIAHSTP	MISC. LABORATORY WORK	$262.50	*84027225-52100*	*CONTRACTUAL SERVICES*	*$262.50*
	4034701-UKIAHSTP	MISC. LABORATORY WORK	$262.50	*84027225-52100*	*CONTRACTUAL SERVICES*	*$262.50*

List of Checks Presented for Approval on 4/12/2024

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	4035766-UKIAHSTP	MISC. LABORATORY WORK	$262.50	*84027225-52100*	*CONTRACTUAL SERVICES*	*$262.50*
	4034233-UKIAHSTP	MISC. LABORATORY WORK	$658.75	*84027225-52100*	*CONTRACTUAL SERVICES*	*$658.75*
	4035181-UKIAHSTP	MISC. LABORATORY WORK	$860.00	*84027225-52100*	*CONTRACTUAL SERVICES*	*$860.00*
	4033051-UKIAHSTP	MISC. LABORATORY WORK	$2,002.00	*84027225-52100*	*CONTRACTUAL SERVICES*	*$2,002.00*
	4037842-UKIAHSTP	MISC. LABORATORY WORK	$2,266.25	*84027225-52100*	*CONTRACTUAL SERVICES*	*$2,266.25*
	4035216-UKIAHSTP	MISC. LABORATORY WORK	$2,395.00	*84027225-52100*	*CONTRACTUAL SERVICES*	*$2,395.00*
	4035564-UKIAHSTP	MISC. LABORATORY WORK	$2,545.00	*84027225-52100*	*CONTRACTUAL SERVICES*	*$2,545.00*
					Vendor Total:	*$11,952.00*
ALTEC INDUSTRIES INC	12524420	HARNESS UNIT, CABLE ASSEMBLY	$196.55	*80026110-56130*	*EXTERNAL SERVICES*	*$196.55*
					Vendor Total:	*$196.55*
AMAZON CAPITAL SERVICES, INC	1LMN-FRYL-6XGT	PRESSURE ASSISTED FLUSH SYSTEM	$157.84	*77725200-56300*	*BUILDING MAINT. & REPAIR*	*$157.84*
	1HQY-1WMY-FRJT	UNIDEN CHANNEL BASE MOBLE SCANNER	$311.94	*10020210-56130*	*EXTERNAL SERVICES*	*$311.94*
	1XX1-JPXF-9XX9	COLE HERSEE CONTINUOUS SOLENOID	$340.17	*10020210-56130*	*EXTERNAL SERVICES*	*$340.17*
	1GCJ-R47L-3Q1G	RAIN GEAR	$51.20	*10020210-54202*	*MAJOR CRIME INVESTIGATIONS*	*$51.20*
	1LLD-HYX4-31CQ	RAINCOAT, WALLUP, DW TAPE CD FIBERGLASS LONG	$420.07	*10020210-54202*	*MAJOR CRIME INVESTIGATIONS*	*$420.07*
	1WKK-CJCP-3QF1	LAMOTTE VISUAL GRADE PHENOL RED PH TEST TABS	$76.21	*10022300-54106*	*SPECIALTY SUPPLIES*	*$76.21*
	1KYX-L4WR-VW39	ACRYLIC SIGN HOLDER, USINESS CARD HOLDER, PENS	$48.27	*10022810-54100*	*SUPPLIES*	*$48.27*
	1WTR-QQD3-4V9L	WOODEN DOWELS RODS	$26.10	*10022840-54100*	*SUPPLIES*	*$26.10*
	14PL-MRCC-TLVH	DAYCAMP SUPPLIES	$2,150.79	*10022840-54100*	*SUPPLIES*	*$2,150.79*
	11NJ-NH41-4MNF	DAYCAMP SUPPLIES	$2,984.70	*10022840-54100*	*SUPPLIES*	*$2,984.70*
	1696-GCDC-3PG1	PROTECTIVE CASE FOR LAPTOP	$42.99	*73022600-54100*	*SUPPLIES*	*$42.99*
	1CWF-TQNF-9FNN	ROLLING TV CART	$228.60	*73022600-54100*	*SUPPLIES*	*$228.60*
	1JK7-L4LR-1V4C	SCREEN PROTECTORS	$17.38	*82027114-54100*	*SUPPLIES*	*$17.38*
	1VR7-TNQW-1QTL	IPHONE PORTABLE CHARGER, CAR CHARGER, WALL CHARGER	$80.02	*82027114-54100*	*SUPPLIES*	*$80.02*
	1WD7-1K3Y-CLNK	HEAT WAVE VISUAL FUTURE TECH Z87	$92.54	*84027221-54100*	*SUPPLIES*	*$92.54*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES, INC	131D-PGR9-C1NG	DS SAFETY WATERPROOF WORK GLOVES	$167.20	*84027221-54100*	*SUPPLIES*	*$167.20*
					Vendor Total:	*$7,196.02*
AMWINS GROUP BENEFITS INC	836206	MAY 24 RETIREE HEALTH INSURANCE	$4,457.53	*20700000-20524*	*NON-EMPLOYEE HEALTH INS.PREM*	*$4,457.53*
					Vendor Total:	*$4,457.53*
ANIXTER	5957042-02	CLEEVE SERV ENTRNC CU/AL	$451.83	*80000000-12104*	*INVENTORY - PURCHASES*	*$451.83*
	5957042-00	SERVICE ENTRANCE SLEEVE, CU/AL	$714.22	*80000000-12104*	*INVENTORY - PURCHASES*	*$714.22*
	5693516-02	(CT-1) CABLE TIES, 13" TY-RAP	$3,874.59	*80000000-12104*	*INVENTORY - PURCHASES*	*$3,874.59*
					Vendor Total:	*$5,040.64*
AT&T	000021505155	T1 TO INTERNET FOR DOJ/CLETS	$286.21	*10020210-55100*	*TELEPHONE*	*$143.11*
				20620231-55100	*TELEPHONE*	*$143.10*
					Vendor Total:	*$286.21*
AT&T MOBILITY	287338218321X040924	IPAD DATA WATER/SEWER	$402.40	*82027114-55100*	*TELEPHONE*	*$201.20*
				84027221-55100	*TELEPHONE*	*$201.20*
					Vendor Total:	*$402.40*
BACKFLOW APPARATUS & VALVE CO INC	263352	RBR RPR KIT, SAE T C, TEST HOSE ADAPTER	$243.48	*82027114-54102*	*SMALL TOOLS*	*$243.48*
	265077	REJPAIR KIT, ST BUSH, CK KIT	$660.17	*82027114-54100*	*SUPPLIES*	*$660.17*
					Vendor Total:	*$903.65*
BADGER METER INC	1645765	(M-65-ULT) 3/4" X 7-1/2" ULTRASONIC WATER METERS	$8,945.66	*82000000-12104*	*INVENTORY - PURCHASES*	*$8,945.66*
					Vendor Total:	*$8,945.66*
BIG STATE INDUSTRIAL SUPPLY INC	1555434	BLUE INVERTED SPRAY PAINT	$939.90	*82027114-54100*	*SUPPLIES*	*$469.95*
				84027221-54100	*SUPPLIES*	*$469.95*
					Vendor Total:	*$939.90*
CA SURVEYING & DRAFTING SUPPLY INC	91419891	BATTERIES, RECARGED BATTERY W/DOOR	$764.91	*10024210-54100*	*SUPPLIES*	*$764.91*
					Vendor Total:	*$764.91*
CLERK-RECORDER, MENDOCINO COUNTY	001-470-30-00	FILING FEE SUBSITUTION OF TRUSTEE, FUL RECONVEYANC	$29.00	*61323421-52155*	*ACTIVITY DELIVERY*	*$29.00*
					Vendor Total:	*$29.00*
COFFEE CRITIC INC, THE	R34343	MISC. COFFEE SUPPLIES	$21.00	*77725200-54100*	*SUPPLIES*	*$21.00*
					Vendor Total:	*$21.00*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
COLE GOWAN	TR 4/4/24	TRAVEL REIMBURSEMENT	$54.00	*84027225-57100*	*LEARNING AND DEVELOPMENT*	*$54.00*
	TR 3/7/24	TRAVEL REIMBURSEMENT	$64.00	*84027225-57100*	*LEARNING AND DEVELOPMENT*	*$64.00*
					Vendor Total:	*$118.00*
CONNECTWISE LLC	INV0108618	CONNECTWISE IT HELPDESK SOFTWARE	$660.45	*20913900-54320*	*SOFTWARE*	*$660.45*
					Vendor Total:	*$660.45*
D WALTER K BARR	7419	DOT PHYSICALS	$120.00	*20016100-54161*	*BACKGROUND & PHYSICALS*	*$120.00*
	7427	DOT PHYSICALS	$150.00	*84027221-54161*	*BACKGROUND & PHYSICALS*	*$150.00*
					Vendor Total:	*$270.00*
DANIEL STEEL & MACHINE INC	032624-C	CRANE SERVICES AS NEEDED AT WWTP	$710.00	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$710.00*
					Vendor Total:	*$710.00*
DEEP VALLEY SECURITY	3427 1	UPGRADE SECURITY SYSTEM WTP	$125.90	*82027111-52100*	*CONTRACTUAL SERVICES*	*$62.95*
				82027111-52100	*CONTRACTUAL SERVICES*	*$62.95*
	3427 7	SECURITY SYSTEM MONITORING AT OBSERVATORY PARK	$54.95	*10022100-52180*	*SECURITY SERVICES*	*$54.95*
	4598	SERVICE CALL MENS SOFTBALL FIELD B	$125.00	*10022100-52180*	*SECURITY SERVICES*	*$125.00*
	3427	ALARM SERVICES PER ATTACHED	$184.70	*10022100-52180*	*SECURITY SERVICES*	*$26.95*
				10022100-52180	*SECURITY SERVICES*	*$29.95*
				10022700-52180	*SECURITY SERVICES*	*$42.95*
				20824700-52180	*SECURITY SERVICES*	*$42.95*
				73022600-52180	*SECURITY SERVICES*	*$19.95*
				73022600-52180	*SECURITY SERVICES*	*$21.95*
	3427 5	SECURITY UPGRADE & MONITORING/	$42.95	*10022700-52180*	*SECURITY SERVICES*	*$42.95*
	3427 2	MONITORING - SOFTBALL COMPLEX	$32.95	*10022822-52180*	*SECURITY SERVICES*	*$32.95*
	3427 4	SECURITY MONITORING SVCS - GARAGE	$46.95	*20824300-52180*	*SECURITY SERVICES*	*$46.95*
	3427 3	SECURITY MONITORING SVCS - STR	$49.95	*20824300-52180*	*SECURITY SERVICES*	*$49.95*
	3427 6	UPGRADE SECURITY SYSTEM FOR ELECTRIC AND WAREHOUSE	$62.95	*20824300-52180*	*SECURITY SERVICES*	*$62.95*
					Vendor Total:	*$726.30*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DELL MARKETING LP	10734788530	DELL LATITUDE 5440 XCTO BASE	$1,515.89	*73022600-54330*	*COMPUTER AND TECHNOLOGY*	*$1,515.89*
					Vendor Total:	*$1,515.89*
DEPARTMENT OF JUSTICE	724503	CLETS SERVICE FY 23/24	$1,200.48	*20620231-55100*	*TELEPHONE*	*$1,200.48*
					Vendor Total:	*$1,200.48*
DOUGLAS ERIC JOHNSON	JAN-MAR 24	QUARTERLY PLANNING COMMISSION STIPEND	$300.00	*20010010-51121*	*PLANNING COMMISSION STIPENDS*	*$300.00*
					Vendor Total:	*$300.00*
EFAX CORPORATE	4825570	EFAX SERVICES	$159.90	*20012200-52100*	*CONTRACTUAL SERVICES*	*$159.90*
					Vendor Total:	*$159.90*
EUREKA OXYGEN CO	U 205791	EQUIPMENT MAINTANENCE	$86.47	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$86.47*
					Vendor Total:	*$86.47*
GABRIEL QUINONEZ	TA 4/16-18/24	TRAVEL ADVANCE	$1,108.13	*82027111-57100*	*LEARNING AND DEVELOPMENT*	*$1,108.13*
					Vendor Total:	*$1,108.13*
GARTON TRACTOR INC	P0977207	RELAY	$28.87	*10022100-56130*	*EXTERNAL SERVICES*	*$28.87*
	P0977107	SHAFT DRIVE, CIR CLIP, SEAL OIL	$519.43	*84027225-56130*	*EXTERNAL SERVICES*	*$519.43*
					Vendor Total:	*$548.30*
GINA GRECO	3/5-28/24	INSTRUCTOR	$1,088.50	*10022850-52100*	*CONTRACTUAL SERVICES*	*$1,088.50*
					Vendor Total:	*$1,088.50*
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CI044043	AIR CONTROL VALVE	$173.22	*10521210-56130*	*EXTERNAL SERVICES*	*$173.22*
					Vendor Total:	*$173.22*
GRAINGER INC	9049753677	MOTOR RUN CAPACITOR	$9.00	*10521210-54100*	*SUPPLIES*	*$9.00*
	9053181021	BATTERIES	$69.61	*10521210-54100*	*SUPPLIES*	*$69.61*
	9048059522	TIRE DRESSING, CLEANER, VEHICLE WASH, LAUNDRY DETE	$1,091.68	*10521210-54100*	*SUPPLIES*	*$1,091.68*
	9059593294	BURN DRESSING, WIPE ANTISEPTICS, PAIN RELIEF TAB	$50.50	*84027225-54100*	*SUPPLIES*	*$50.50*
					Vendor Total:	*$1,220.79*
GRANITE CONSTRUCTION COMPANY	2676398	MISC ROCK & ROAD PATCH MATERIA	$3,072.46	*10024620-54121*	*PW - ASPHALT CONCRETE*	*$3,072.46*
	2675436	MISC ROCK & ROAD PATCH MATERIA	$1,769.48	*82027114-54100*	*SUPPLIES*	*$884.74*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GRANITE CONSTRUCTION COMPANY	2675436	MISC ROCK & ROAD PATCH MATERIA	$1,769.48	*84027221-54100*	*SUPPLIES*	*$884.74*
					Vendor Total:	*$4,841.94*
GRAYBAR ELECTRIC CO INC	9336428925	(U-CVF-36S) BOX COVER, POLYMER CONCRETE, 17 x 30 S	$1,646.49	*80000000-12104*	*INVENTORY - PURCHASES*	*$1,646.49*
					Vendor Total:	*$1,646.49*
HANSEL FORD INC	1292817	WIRE ASY	$76.76	*10020210-56130*	*EXTERNAL SERVICES*	*$76.76*
	1291837	TUBE ASY	$56.66	*20324100-56130*	*EXTERNAL SERVICES*	*$56.66*
	1291919	KIT GASKET	$121.33	*20324100-56130*	*EXTERNAL SERVICES*	*$121.33*
	1291821	SEPARATOR, CAP, KIT REMO	$172.90	*20324100-56130*	*EXTERNAL SERVICES*	*$172.90*
	1291838	KIT REMOTE	$325.78	*20324100-56130*	*EXTERNAL SERVICES*	*$325.78*
	1291926	ELECTRONIC, REMOTE CON	$330.37	*20324100-56130*	*EXTERNAL SERVICES*	*$330.37*
	1291803	VALVE, TUBE ASY, SENSOR ASY	$1,077.27	*20324100-56130*	*EXTERNAL SERVICES*	*$1,077.27*
	1291977	COVER	$6.51	*80026110-56130*	*EXTERNAL SERVICES*	*$6.51*
	1291974	LATCH	$89.61	*80026110-56130*	*EXTERNAL SERVICES*	*$89.61*
	1292175	MODULE D	$746.88	*80026110-56130*	*EXTERNAL SERVICES*	*$746.88*
	1292863	HOUSING	$207.65	*82027111-56130*	*EXTERNAL SERVICES*	*$207.65*
	1291831	SEAT BELT	$248.59	*82027111-56130*	*EXTERNAL SERVICES*	*$248.59*
	1291574	SPEAKER ASSY	$110.12	*84027221-56130*	*EXTERNAL SERVICES*	*$110.12*
					Vendor Total:	*$3,570.43*
INSIGHT PUBLIC SECTOR INC	1101139185	SOLARWINDS MONITORING SOFTWARE RENEWAL	$12,042.31	*20913900-54320*	*SOFTWARE*	*$12,042.31*
					Vendor Total:	*$12,042.31*
INTERWEST CONSULTING GROUP INC	147614	ON-CALL BUILDING & PLAN CHECK	$70.00	*10023320-52100*	*CONTRACTUAL SERVICES*	*$70.00*
	158945	ON-CALL BUILDING & PLAN CHECK	$105.00	*10023320-52100*	*CONTRACTUAL SERVICES*	*$105.00*
	92193	ON-CALL BUILDING & PLAN CHECK	$170.00	*10023320-52100*	*CONTRACTUAL SERVICES*	*$170.00*
	312902	ON-CALL BUILDING & PLAN CHECK	$176.25	*10023320-52100*	*CONTRACTUAL SERVICES*	*$176.25*
	291950	ON-CALL BUILDING & PLAN CHECK	$291.25	*10023320-52100*	*CONTRACTUAL SERVICES*	*$291.25*
	181120	ON-CALL BUILDING & PLAN CHECK	$688.75	*10023320-52100*	*CONTRACTUAL SERVICES*	*$688.75*
	185054	ON-CALL BUILDING & PLAN CHECK	$705.00	*10023320-52100*	*CONTRACTUAL SERVICES*	*$705.00*
	268164	ON-CALL BUILDING & PLAN CHECK	$720.97	*10023320-52100*	*CONTRACTUAL SERVICES*	*$720.97*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
INTERWEST CONSULTING GROUP INC	90847	ON-CALL BUILDING & PLAN CHECK	$725.00	*10023320-52100*	*CONTRACTUAL SERVICES*	*$725.00*
	230744	ON-CALL BUILDING & PLAN CHECK	$1,097.50	*10023320-52100*	*CONTRACTUAL SERVICES*	*$1,097.50*
	92400	ON-CALL BUILDING & PLAN CHECK	$1,282.50	*10023320-52100*	*CONTRACTUAL SERVICES*	*$1,282.50*
	312057	ON-CALL BUILDING & PLAN CHECK	$1,297.50	*10023320-52100*	*CONTRACTUAL SERVICES*	*$1,297.50*
	239113	ON-CALL BUILDING & PLAN CHECK	$1,341.25	*10023320-52100*	*CONTRACTUAL SERVICES*	*$1,341.25*
	192458	ON-CALL BUILDING & PLAN CHECK	$1,548.76	*10023320-52100*	*CONTRACTUAL SERVICES*	*$1,548.76*
	225247	ON-CALL BUILDING & PLAN CHECK	$6,030.00	*10023320-52100*	*CONTRACTUAL SERVICES*	*$6,030.00*
	188868	GIS SERVICES - ON-CALL AND AS	$356.25	*10523600-52100*	*CONTRACTUAL SERVICES*	*$356.25*
	171103	GIS SERVICES - ON-CALL AND AS	$362.50	*10523600-52100*	*CONTRACTUAL SERVICES*	*$362.50*
	92431	GIS SERVICES - ON-CALL AND AS	$362.50	*10523600-52100*	*CONTRACTUAL SERVICES*	*$362.50*
	92085	GIS SERVICES - ON-CALL AND AS	$433.75	*10523600-52100*	*CONTRACTUAL SERVICES*	*$433.75*
	155541	GIS SERVICES - ON-CALL AND AS	$451.25	*10523600-52100*	*CONTRACTUAL SERVICES*	*$451.25*
	92358	GIS SERVICES - ON-CALL AND AS	$560.00	*10523600-52100*	*CONTRACTUAL SERVICES*	*$560.00*
	178128	GIS SERVICES - ON-CALL AND AS	$623.75	*10523600-52100*	*CONTRACTUAL SERVICES*	*$623.75*
	170779	GIS SERVICES - ON-CALL AND AS	$630.00	*10523600-52100*	*CONTRACTUAL SERVICES*	*$630.00*
	226402	GIS SERVICES - ON-CALL AND AS	$800.00	*10523600-52100*	*CONTRACTUAL SERVICES*	*$800.00*
	311796	GIS SERVICES - ON-CALL AND AS	$1,247.50	*10523600-52100*	*CONTRACTUAL SERVICES*	*$1,247.50*
					Vendor Total:	*$22,077.23*
J HARLEN COMPANY INC	1665043	FIRE RETARDENT SHIRTS, PANTS	$2,885.22	*80026120-54100*	*SUPPLIES*	*$2,885.22*
					Vendor Total:	*$2,885.22*
JACK HENRY & ASSOCIATES INC	032224	JACK HENRY PRODUCT AND SERVICE	$5,166.53	*20513300-52100*	*CONTRACTUAL SERVICES*	*$5,166.53*
					Vendor Total:	*$5,166.53*
JACK MILLER	23354	SCADA ON CALL MAINTENANCE AND	$6,439.77	*84027225-52100*	*CONTRACTUAL SERVICES*	*$6,439.77*
	23355	LABOR - SCADA UPGRADE AT WWTP	$3,096.11	*84027225-80100*	*MACHINERY & EQUIPMENT*	*$3,096.11*
	23350	LABOR - SCADA UPGRADE AT WWTP	$5,978.46	*84027225-80100*	*MACHINERY & EQUIPMENT*	*$5,978.46*
					Vendor Total:	*$15,514.34*
JULIAN MACIAS	BA FY 23/24	BOOT ALLOWANCE	$293.00	*20824700-54100*	*SUPPLIES*	*$293.00*
					Vendor Total:	*$293.00*
KEMIRA WATER SOLUTIONS INC	9017828770	LIQUID FERRIC CHLORIDE - ONE Y	$19,241.32	*84027225-58202*	*CHEMICALS*	*$19,241.32*
					Vendor Total:	*$19,241.32*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
KIMBALL MIDWEST	102050192	DOT PUSH IN ELBOW, HOSE CLAMPS, PIN SOCKET PLUGS	$803.11	*20324100-54100*	*SUPPLIES*	*$803.11*
					Vendor Total:	*$803.11*
LARRY WALKER ASSOCIATES INC	00564.08-30	CONSULTING SVCS - NPDES & RECY	$5,639.75	*84027225-52100*	*CONTRACTUAL SERVICES*	*$5,639.75*
					Vendor Total:	*$5,639.75*
LEXISNEXIS RISK DATA MANAGEMENT INC	1410964-20240331	LEXIS NEXIS LE PLUS SEARCHING	$77.00	*10020210-54202*	*MAJOR CRIME INVESTIGATIONS*	*$77.00*
					Vendor Total:	*$77.00*
LG SONIC LLC	210209	OUTSTANDING INVOICE AMOUNT AS PER INVOICE #21209 F	$5,631.00	*83027330-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$5,631.00*
					Vendor Total:	*$5,631.00*
MALLORY SAFETY & SUPPLY LLC	5854281	FIRE RETARDENT SWEATERS	$1,954.29	*80026120-54100*	*SUPPLIES*	*$1,954.29*
					Vendor Total:	*$1,954.29*
MARK CLEMENTI PHD	03-15-24PD	PRE-EMPLOYMENT PYCHOLOGICAL EVALUATION	$774.00	*10020210-54161*	*BACKGROUND & PHYSICALS*	*$774.00*
					Vendor Total:	*$774.00*
MARK HILLIKER	JAN-MAR 24	QUARTERLY PLANNING COMMISSION STIPENED	$300.00	*20010010-51121*	*PLANNING COMMISSION STIPENDS*	*$300.00*
					Vendor Total:	*$300.00*
MARY HORGER	TR 1/30- 2/2/24	TRAVEL REIMBURSEMENT	$227.34	*20413500-57100*	*LEARNING AND DEVELOPMENT*	*$227.34*
					Vendor Total:	*$227.34*
MATHESON TRI-GAS INC	0029459953	OXYGEN & MISC. AS NEEDED	$55.44	*80026210-54100*	*SUPPLIES*	*$55.44*
					Vendor Total:	*$55.44*
MAVERICK NETWORKS, INC	2401261	T&M REMOTE SERVICE	$120.00	*20913900-52100*	*CONTRACTUAL SERVICES*	*$120.00*
	2401262	T&M REMOTE SERVICE	$120.00	*20913900-52100*	*CONTRACTUAL SERVICES*	*$120.00*
					Vendor Total:	*$240.00*
MENDO MILL & LUMBER CO	7099/1	LED RECHARGE FLASH LIGHT	$103.42	*82027111-54102*	*SMALL TOOLS*	*$103.42*
					Vendor Total:	*$103.42*
MENDOCINO COUNTY ENVIRONMENTAL HEALTH	IN0109863	HAZMATT PERMIT # MC002458 AIRPORT	$4,582.80	*77725200-52100*	*CONTRACTUAL SERVICES*	*$4,582.80*
					Vendor Total:	*$4,582.80*
MILSOFT UTILITY SOLUTIONS INC	20241809	REPLACEMENT OF UTILITY BILLING	$3,419.08	*20513300-54320*	*SOFTWARE*	*$3,419.08*
					Vendor Total:	*$3,419.08*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MOIRS	186891	CHLORINE: 15 GALLON	$462.66	*82027111-58202*	*CHEMICALS*	*$462.66*
	187058	CHLORINE: 15 GALLON	$740.26	*82027111-58202*	*CHEMICALS*	*$740.26*
					Vendor Total:	*$1,202.92*
MSA SAFETY INCORPORATED	963869792	FILTER, FRESH AIR DOCK STEST STANDS	$118.07	*84027225-56504*	*FACILITY MAINTENANCE & REPAIR*	*$118.07*
	963869791	PUMP ASSY, DC, TOXGARD II	$1,916.64	*84027225-56504*	*FACILITY MAINTENANCE & REPAIR*	*$1,916.64*
					Vendor Total:	*$2,034.71*
MUNICIPAL MAINTENANCE EQUIPMENT	020326	TIGER MODEL RF-90SD SUPER DUTY	$16,436.46	*10024620-56130*	*EXTERNAL SERVICES*	*$5,478.82*
				77725200-56130	*EXTERNAL SERVICES*	*$5,478.82*
				84027225-56130	*EXTERNAL SERVICES*	*$5,478.82*
	018780	ROTARY UNION	$354.00	*84027221-56130*	*EXTERNAL SERVICES*	*$354.00*
	020297	AIR GAP REGILATOR	$1,096.02	*84027221-56130*	*EXTERNAL SERVICES*	*$1,096.02*
					Vendor Total:	*$17,886.48*
NANCY C VALLANCE	32424	APPRAISAL FOR 224 LOW GAP RD	$400.00	*61123412-59500*	*LOANS ISSUED*	*$400.00*
					Vendor Total:	*$400.00*
NICK BARBIERI TRUCKING LLC	0101014-IN	CARDLOCK FUEL PURCHASES	$1,320.50	*20324100-58410*	*GARAGE LUBRICANTS & PARTS*	*$1,320.50*
					Vendor Total:	*$1,320.50*
ONE TIME PAY VENDOR	47913	OVERPAID PARKING PERMIT LOT C91 ACCT 47913	$60.00	*64000000-42521*	*PARKING PERMITS*	*$60.00*
	0029129	TODD GROVE SECURITY DEPOSIT RETURN: INTENSITY CHEE	$200.00	*10022100-46360*	*PARKS RENTAL*	*$200.00*
	0033676	PARK RENTAL REFUND: YANETH SANDOVAL	$275.00	*10022100-46360*	*PARKS RENTAL*	*$275.00*
	30918	REC REFUND: CLARE TANTI	$68.34	*10022850-44915*	*RECREATION PROGRAM INCOME*	*$68.34*
	30896	REC REFUND: SHERI YOUNG	$68.34	*10022850-44915*	*RECREATION PROGRAM INCOME*	*$68.34*
					Vendor Total:	*$671.68*
OPERATING ENGINEERS UNION	2403	MAR 24 PW UNION DUES	$690.00	*20700000-20509*	*P/R DEDUCT.-UNION DUES*	*$690.00*
	2403-1	MAR 24 ADMIN AND MAINT UNION DUES	$1,932.00	*20700000-20509*	*P/R DEDUCT.-UNION DUES*	*$1,932.00*
					Vendor Total:	*$2,622.00*
OPPERMAN & SON INC	01P71090	SOLENOID	$189.14	*10020210-56130*	*EXTERNAL SERVICES*	*$189.14*

List of Checks Presented for Approval on 4/12/2024

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OPPERMAN & SON INC	01P70838	BASE	$547.17	*10521210-56130*	*EXTERNAL SERVICES*	*$547.17*
	01P71081	2" TTMA GASKET, CORK	$34.21	*77725200-56130*	*EXTERNAL SERVICES*	*$34.21*
					Vendor Total:	*$770.52*
PACE SUPPLY CORPORATION	029402136	1/4 X 10' PIPE OD TAPE MEASURE FORD	$143.03	*82027114-54102*	*SMALL TOOLS*	*$71.52*
				84027221-54102	*SMALL TOOLS*	*$71.51*
	029390919	1H METER LAV FCT CP 1 PUSH HDL	$120.15	*10022100-54100*	*SUPPLIES*	*$120.15*
					Vendor Total:	*$263.18*
PACIFIC INFRASTRUCTURE CORPORATION	3	THICKENING AND DEWATERING IMPR	$57,565.10	*84027225-80100*	*MACHINERY & EQUIPMENT*	*$57,565.10*
					Vendor Total:	*$57,565.10*
PACIFIC PRODUCTS AND SERVICES LLC	33548	24" STOP SIGNS WITH WHITE DIAMOND GRADE	$8,587.19	*10024620-54127*	*PW - SIGN POSTS/ SHEETING*	*$6,094.19*
				10024620-54126	*PW-PREMARKS*	*$2,493.00*
					Vendor Total:	*$8,587.19*
PARKER, LUCAS AND ASSOCIATES	49	CDBG UNDERWRITING SERVICES	$562.50	*61123410-52100*	*CONTRACTUAL SERVICES*	*$562.50*
					Vendor Total:	*$562.50*
PG&E CO	7075-1 MAR 24	PACIFIC GAS AND ELECTRIC	$45.53	*10022100-55210*	*UTILITIES*	*$45.53*
	0853-6 MAR 24	PACIFIC GAS AND ELECTRIC	$4,407.25	*31122000-55210*	*UTILITIES*	*$4,407.25*
					Vendor Total:	*$4,452.78*
PLAZA PAINT INC	U0026323	FLAT BASE PAINT, TRAY LINER, CONTRACTOR DROP	$105.39	*10022700-56300*	*BUILDING MAINT. & REPAIR*	*$105.39*
	U0026291	FLAT BASE PAINT	$217.34	*10022700-56300*	*BUILDING MAINT. & REPAIR*	*$217.34*
	U0026416	FLAT PAINTS	$217.34	*10022700-56300*	*BUILDING MAINT. & REPAIR*	*$217.34*
					Vendor Total:	*$540.07*
PMI	33022	CELL DATA AND CANVASS ACCESS RENEWAL	$3,530.00	*80026400-55100*	*TELEPHONE*	*$3,530.00*
					Vendor Total:	*$3,530.00*
PR DIAMOND PRODUCTS INC	0066189-IN	SUPREME SEGMENTED CURED CONCRETE	$1,084.00	*82027114-54100*	*SUPPLIES*	*$542.00*
				84027221-54100	*SUPPLIES*	*$542.00*
					Vendor Total:	*$1,084.00*
PRE-PAID LEGAL SERVICES INC	38295 APR 24	APR 24 PRE-PAID LEAGAL SERVICES	$103.60	*20700000-20526*	*PREPAID LEGAL - AFLAC*	*$103.60*
					Vendor Total:	*$103.60*

List of Checks Presented for Approval on 4/12/2024

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	94754-001	ELECTRIC CAPP REFUND	$110.47	*90100000-10421*	*UTILITY RECEIVABLES CLEARING*	*$110.47*
					Vendor Total:	*$110.47*
RAUL RAMOS	BA FY 23/24	BOOT ALLOWANCE	$300.00	*10022100-54100*	*SUPPLIES*	*$300.00*
					Vendor Total:	*$300.00*
RMD VENTURES LLC	012397	COPIES	$177.05	*10023320-52100*	*CONTRACTUAL SERVICES*	*$177.05*
					Vendor Total:	*$177.05*
RURAL PIG MANAGEMENT INC	CU031824	WILD PIG REMOVAL	$5,000.00	*70024500-52100*	*CONTRACTUAL SERVICES*	*$5,000.00*
					Vendor Total:	*$5,000.00*
SECRETARY OF STATE	200495	NOTARY EXAM FEE- A SANDOVAL	$40.00	*10022810-54100*	*SUPPLIES*	*$40.00*
					Vendor Total:	*$40.00*
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	120755	COMPACTION & MAT'L TESTING FOR DOWNTOWN STREETSCAP	$115.00	*10024210-52100*	*CONTRACTUAL SERVICES*	*$115.00*
	120692	MATERIAL & INSPECTIONS SCVCS F	$2,610.50	*84027225-80100*	*MACHINERY & EQUIPMENT*	*$2,610.50*
					Vendor Total:	*$2,725.50*
SNAP-ON INDUSTRIAL	ARV/60870734	POWER END CABLE	$2,542.01	*20324100-54102*	*SMALL TOOLS*	*$2,542.01*
					Vendor Total:	*$2,542.01*
SOLID WASTES SYSTEMS INC	3222	MISC. DUMP FEES	$115.68	*10024620-54100*	*SUPPLIES*	*$115.68*
					Vendor Total:	*$115.68*
SONSRAY MACHINERY LLC	PSO123131-1	RELAY	$162.99	*10022100-56130*	*EXTERNAL SERVICES*	*$162.99*
					Vendor Total:	*$162.99*
STB ELECTRICAL TEST EQUIPMENT INC	61604	RUBBER TESTING GLOVES, ELECTRIFLEX GLOVES	$701.94	*80026110-52100*	*CONTRACTUAL SERVICES*	*$701.94*
					Vendor Total:	*$701.94*
STEPHEN BORIS PROKOP	UKIAH-2024-02	REG. COMPLIANCE,COST OF SVC,MA	$11,500.00	*80026400-52100*	*CONTRACTUAL SERVICES*	*$11,500.00*
					Vendor Total:	*$11,500.00*
STERICYCLE INC	8006540639	SHARPS DISPOSAL AS NEEDED	$57.96	*10020210-54100*	*SUPPLIES*	*$57.96*
					Vendor Total:	*$57.96*
TECH DATA CORPORATION	5223007A	DLT SOLUTIONS SOFTWARE	$2,225.84	*80026400-54320*	*SOFTWARE*	*$2,225.84*
					Vendor Total:	*$2,225.84*

List of Checks Presented for Approval on 4/12/2024

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TGIF REPAIRS INC	7147	PRINTER MAINTENANCE	$529.25	*84027225-54100*	*SUPPLIES*	*$529.25*
					Vendor Total:	*$529.25*
THAO PHI	JAN-MAR 24	QUARTERLY PLANNING COMMISION STIPEND	$300.00	*20010010-51121*	*PLANNING COMMISSION STIPENDS*	*$300.00*
					Vendor Total:	*$300.00*
THIRD DEGREE COMMUNICATIONS INC	23329	REGISTRATION: L DUTCHER	$595.00	*10020210-57100*	*LEARNING AND DEVELOPMENT*	*$595.00*
					Vendor Total:	*$595.00*
TURF STAR INC	7325134-00	BUMPER	$45.31	*10022100-56130*	*EXTERNAL SERVICES*	*$45.31*
	7324867-00	V-BELTS	$77.70	*10022100-56130*	*EXTERNAL SERVICES*	*$77.70*
	7324863-00	AIR FILTERS, FUEL FILTERS, OIL FILTERS	$538.62	*10022100-56130*	*EXTERNAL SERVICES*	*$538.62*
					Vendor Total:	*$661.63*
TYLER TECHNOLOGIES INC	045-459114	INVENTORY IMPLEMENTATION SUPPO	$2,220.00	*20413500-52100*	*CONTRACTUAL SERVICES*	*$2,220.00*
					Vendor Total:	*$2,220.00*
UKIAH VALLEY SANITATION DIST	104613 MAR 24	SEWER: LOW GAP RD	$53.47	*10022100-55210*	*UTILITIES*	*$53.47*
	58070 MAR 24	SEWER: 432 OBSERVATORY AVE	$145.35	*10022100-55210*	*UTILITIES*	*$145.35*
	89690 MAR 24	SEWER: 1640 S STATE ST	$87.21	*31122000-55210*	*UTILITIES*	*$87.21*
	113354 MAR 24	SEWER: 1350 HASTINGS RD	$53.47	*80026400-55210*	*UTILITIES*	*$53.47*
					Vendor Total:	*$339.50*
UNITED SITE SERVICES	INV-4387734	PORTABLE TOILET RENTAL CONTRAC	$195.14	*10022100-52100*	*CONTRACTUAL SERVICES*	*$195.14*
	INV-4387961	PORTABLE TOILET RENTAL CONTRAC	$195.14	*10022100-52100*	*CONTRACTUAL SERVICES*	*$195.14*
	INV-4388823	PORTABLE TOILET RENTAL CONTRAC	$157.39	*80026220-52100*	*CONTRACTUAL SERVICES*	*$157.39*
					Vendor Total:	*$547.67*
WAXIE SANITARY SUPPLY	82354084	MICROBURST DEODERIZER	$318.26	*20012200-54100*	*SUPPLIES*	*$318.26*
					Vendor Total:	*$318.26*
WERLE ENTERPRISE LLC	0436995	SPECIAL EVENTS & SUNDAYS IN THE PARK BROCHURES	$1,365.99	*90000000-23226*	*CONCERT SERIES*	*$227.66*
				90000000-23256	*SPECIAL EVENTS TRUST*	*$227.66*
				10022850-54100	*SUPPLIES*	*$910.67*
					Vendor Total:	*$1,365.99*
WEST YOST ASSOCIATES INC	2057725	RUSSIAN RIVER WATERSHED AGREEM	$42,937.82	*91190100-52100*	*CONTRACTUAL SERVICES*	*$42,937.82*
					Vendor Total:	*$42,937.82*

List of Checks Presented for Approval on 4/12/2024

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WHISPERING WINDS NURSERY	600565	CREPE MYRTLE TREE	$139.99	*10024620-54100*	*SUPPLIES*	*$139.99*
					Vendor Total:	*$139.99*
WYATT IRRIGATION CO	324495 01	PURPLE PRIMER, OUTDOOR CONTROL PRO	$263.78	*10022100-54100*	*SUPPLIES*	*$263.78*
					Vendor Total:	*$263.78*
XEROX CORP	021049233	COPIER LEASE - SEE ADD'L DESCR	$124.79	*73022600-52100*	*CONTRACTUAL SERVICES*	*$124.79*
	021049232	COPIER LEASE - SEE ADD'L DESCR	$574.01	*10020210-54500*	*EQUIP RENTS AND LEASES*	*$401.81*
				20620231-54500	*EQUIP RENTS AND LEASES*	*$114.80*
				64020213-54500	*EQUIP RENTS AND LEASES*	*$57.40*
	021049231	COPIER LEASE - SEE ADD'L DESCR	$458.37	*20012200-54500*	*EQUIP RENTS AND LEASES*	*$458.37*
	021049230	COPIER LEASE - SEE ADD'L DESCR	$492.32	*20012200-54500*	*EQUIP RENTS AND LEASES*	*$492.32*
	021049229	COPIER LEASE - SEE ADD'L DESCR	$601.89	*20012200-54500*	*EQUIP RENTS AND LEASES*	*$601.89*
	021049268	XEROX C8170 COPIER LEASE FOR E	$325.09	*80026400-54500*	*EQUIP RENTS AND LEASES*	*$325.09*
					Vendor Total:	*$2,576.47*
ZUMAR INDUSTRIES INC	46855	REFLECTIVE SHEETING	$1,096.76	*10024620-54127*	*PW - SIGN POSTS/ SHEETING*	*$1,096.76*
					Vendor Total:	*$1,096.76*
					INVOICE TOTAL:	***$358,162.85***

List of Checks Presented for Approval on 4/19/2024

The following list of bills payable was reviewed and approved for payment.

MJR

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AACTION RENTS	732894-2	EQUIPMENT & MACHINERY RENTAL	$340.80	*10022100-54100*	*SUPPLIES*	*$340.80*
					Vendor Total:	*$340.80*
ALPHA ANALYTICAL LABORATORIES INC	4034085-UKIAH	MISC. LABORATORY WORK	$150.00	*82027111-52100*	*CONTRACTUAL SERVICES*	*$150.00*
	4037216-UKIAH	MISC. LABORATORY WORK	$150.00	*82027111-52100*	*CONTRACTUAL SERVICES*	*$150.00*
	4033560-UKIAH	MISC. LABORATORY WORK	$430.00	*82027111-52100*	*CONTRACTUAL SERVICES*	*$430.00*
	4035593-UKIAH	MISC. LABORATORY WORK	$430.00	*82027111-52100*	*CONTRACTUAL SERVICES*	*$430.00*
					Vendor Total:	*$1,160.00*
ALTEC INDUSTRIES INC	12536302	ASSEMBLY, SLIP RING, 9 CIRCUIT	$2,643.30	*80026110-56130*	*EXTERNAL SERVICES*	*$2,643.30*
					Vendor Total:	*$2,643.30*
AMAZON CAPITAL SERVICES, INC	1RPV-D7CY-LRJ3	FIELD DAY SUPPLIES	$51.59	*20016100-54167*	*EMPLOYEE DEVELOPMENT*	*$51.59*
	1JM4-VCTD-JWQ6	TRASH BAGS	$54.43	*10020210-54201*	*PRISONER EXPENSE*	*$54.43*
	14LQ-J7VJ-113R	SPECIAL EVENTS SUPPLIES	$846.65	*90000000-23256*	*SPECIAL EVENTS TRUST*	*$846.65*
	1YVK-1WGF-HQKD	SPECIAL EVENTS SUPPLIES	$854.00	*90000000-23256*	*SPECIAL EVENTS TRUST*	*$854.00*
	1CWJ-CP4R-LMQC	FLASH DRIVE, USB MEMORY STICK	$58.73	*10020210-54100*	*SUPPLIES*	*$58.73*
	1K6C-CL3M-3KLM	TRAIL HIKING SIGNS	$51.80	*10022100-54100*	*SUPPLIES*	*$51.80*
	1F4F-R1JK-1PAG	MINI GLUE STICKS	$20.78	*10022700-54100*	*SUPPLIES*	*$20.78*
	1VW9-MKCC-DHR7	BOX CUTTER, SCALE RULER, USB HUB	$41.18	*10022810-54100*	*SUPPLIES*	*$41.18*
	14LQ-TM3W-1XH7	YOUTH SOFTBALL SUPPLIES	$230.36	*10022832-54100*	*SUPPLIES*	*$230.36*
	147H-RYMC-16VG	YOUTH SOFTBALL SUPPLIES	$1,000.80	*10022832-54100*	*SUPPLIES*	*$1,000.80*
	1Q1J-T1MW-9MK4	YOUTH SOFTBALL SUPPLIES	$1,070.53	*10022832-54100*	*SUPPLIES*	*$1,070.53*
	1696-GCDC-M11D	DAYCAMP SUPPLIES	$201.48	*10022840-54100*	*SUPPLIES*	*$201.48*
	1FHM-V6CN-41XC	DAYCAMP SUPPLIES	$406.01	*10022840-54100*	*SUPPLIES*	*$406.01*
	1F16-LF99-4DW9	DUAL HITCH EXTENSION, MEMORY CARD	$65.48	*10024620-54100*	*SUPPLIES*	*$45.89*
				82027114-54100	*SUPPLIES*	*$19.59*

List of Checks Presented for Approval on 4/19/2024

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES, INC	19YJ-GNYM-4FTF	AA BATTERIES	$21.14	*20013210-54100*	*SUPPLIES*	*$21.14*
	1HVQ-CVHW-NKWL	RETURN: LABELS	($26.12)	*73022600-54100*	*SUPPLIES*	*($26.12)*
					Vendor Total:	*$4,948.84*
AT&T	000021529687	T1 TO INTERNET	$582.47	*20913900-55100*	*TELEPHONE*	*$582.47*
	000021503676	FIBER INTERNET GATEWAY	$1,789.80	*20913900-55100*	*TELEPHONE*	*$1,789.80*
	000021356348	FIBER INTERNET GATEWAY	$2,099.31	*20913900-55100*	*TELEPHONE*	*$2,099.31*
	000021530083	TELEPHONE SERVICES	$4,779.31	*20913900-55100*	*TELEPHONE*	*$4,779.31*
					Vendor Total:	*$9,250.89*
AT&T MOBILITY	875108535X041424	VOICE & DATA CELL PHONES	$1,057.32	*10023200-54330*	*COMPUTER AND TECHNOLOGY*	*$43.23*
				10023320-54330	*COMPUTER AND TECHNOLOGY*	*$43.23*
				10022100-55100	*TELEPHONE*	*$259.38*
				10022700-55100	*TELEPHONE*	*$23.24*
				10022810-55100	*TELEPHONE*	*$86.46*
				20012800-55100	*TELEPHONE*	*$59.41*
				20913900-55100	*TELEPHONE*	*$86.46*
				80026400-55100	*TELEPHONE*	*$55.35*
				82027114-55100	*TELEPHONE*	*$43.23*
				84027221-55100	*TELEPHONE*	*$135.93*
				84027225-55100	*TELEPHONE*	*$166.05*
				82027111-55210	*UTILITIES*	*$55.35*
	832118877X041424	DATA & VOICE CELL PHONES	$333.94	*10020210-55100*	*TELEPHONE*	*$129.69*
				20620231-55100	*TELEPHONE*	*$15.61*
				77725200-55100	*TELEPHONE*	*$55.35*
				80026400-55100	*TELEPHONE*	*$86.46*
				82027110-55100	*TELEPHONE*	*$15.61*
				84027221-55100	*TELEPHONE*	*$31.22*
	832056361X041424	APN MODEMS	$659.93	*10020210-55100*	*TELEPHONE*	*$659.93*
	287325300206X041424	IT ON CALL PHONE	$55.35	*20913900-55100*	*TELEPHONE*	*$55.35*
					Vendor Total:	*$2,106.54*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
B & B INDUSTRIAL SUPPLY INC	278549	M8-1.25X40MM HHCS 10.9	$8.30	*20324100-56130*	*EXTERNAL SERVICES*	*$8.30*
	278908	HR SHEET 14 GA, SHEARING	$74.72	*84027225-56504*	*FACILITY MAINTENANCE & REPAIR*	*$74.72*
	278365	STAINLESS ROUNDS, STEEL WELD ON, HEX NUT, WASHER	$22.13	*80026120-54100*	*SUPPLIES*	*$22.13*
	278876	STAINLESS SOCKET HEAD, FLAT WASHER, HEX NUT	$36.38	*80026120-54100*	*SUPPLIES*	*$36.38*
	278355	STAINLESS ROUNDS, FLAT BAR, SHEETS	$222.43	*80026120-54100*	*SUPPLIES*	*$222.43*
					Vendor Total:	*$363.96*
BELKORP AG	957108	REAR RECEIVER HITCH	$241.15	*10024620-56130*	*EXTERNAL SERVICES*	*$241.15*
	962510	TURN SIGNAL, DIODE	$23.79	*84027221-56130*	*EXTERNAL SERVICES*	*$23.79*
	961662	TURN SIGNAL, DIODE	$33.26	*84027221-56130*	*EXTERNAL SERVICES*	*$33.26*
	959946	RETURN: SWITCH, PURCHASE LIGHT SWITCH	($7.06)	*84027225-56130*	*EXTERNAL SERVICES*	*($7.06)*
	959789	SEAL KIT, TOOL, SWITCH	$69.82	*84027225-56130*	*EXTERNAL SERVICES*	*$69.82*
	960137	SEAL KIT	$157.78	*84027225-56130*	*EXTERNAL SERVICES*	*$157.78*
	957688	HYD FILTER ELEMENT, FUEL FILTER, SWITCH, FILTERS	$231.77	*84027225-56130*	*EXTERNAL SERVICES*	*$231.77*
					Vendor Total:	*$750.51*
BKF ENGINEERS	24040123	EAST PERKINS WIDENING PROJECT/	$6,469.75	*25224220-80230*	*INFRASTRUCTURE*	*$6,469.75*
					Vendor Total:	*$6,469.75*
BUSINESS CARD	03/13/24 1	FACEBOOK ADVERTISEMENT	$2.03	*20012300-52510*	*ADVERTISING & PROMOTION*	*$2.03*
	03/13/24	FACEBOOK ADVERTISMENT	$38.11	*20012300-52510*	*ADVERTISING & PROMOTION*	*$38.11*
	YKUPWZTEW2	FACEBOOK ADVERTISEMENT	$107.49	*20012300-52510*	*ADVERTISING & PROMOTION*	*$107.49*
	2000117-16906163	FIELD DAY SUPPLIES	$43.92	*20016100-54167*	*EMPLOYEE DEVELOPMENT*	*$43.92*
	03536J	HR/RISK MANAGEMENT MEETING	$104.41	*20016100-54167*	*EMPLOYEE DEVELOPMENT*	*$104.41*
	2000118-19342182	FIELD DAY SUPPLIES	$218.60	*20016100-54167*	*EMPLOYEE DEVELOPMENT*	*$218.60*
	2700008	REFUND REGISTRATION C SCHLATTER	($395.00)	*10023100-57100*	*LEARNING AND DEVELOPMENT*	*($395.00)*
	1712007809-12.12.163	REACO ICC MEMBERSHIP: M KEIZER	$90.00	*10023200-57100*	*LEARNING AND DEVELOPMENT*	*$90.00*
	1026	REGISTRATION: S CONNELL	$400.00	*10023200-57100*	*LEARNING AND DEVELOPMENT*	*$400.00*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	ECT00127-2024	REGISTRATION: M KEIZER	$460.00	*10023320-57100*	*LEARNING AND DEVELOPMENT*	*$460.00*
	16069-T8S6B6	REGISTRATION: K LAWLER	$650.00	*20010000-57100*	*LEARNING AND DEVELOPMENT*	*$650.00*
	03/12/24	WSJ MONTHLY SUBSCRIPTION	$38.99	*20013400-57100*	*LEARNING AND DEVELOPMENT*	*$38.99*
	200022717	REGISTRATION: D RAMOS	$125.00	*20013400-57100*	*LEARNING AND DEVELOPMENT*	*$125.00*
	200022362	REGISTRATION: M HORGER	$25.00	*20513530-57100*	*LEARNING AND DEVELOPMENT*	*$25.00*
	03/23/24	CHATGPT SUBSCRIPTION: K LAWLER	$20.00	*20012100-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$20.00*
	3608F9FE-0007	CHATGPT SUBSCRIPTION: M CEJA	$20.00	*20012100-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$20.00*
	1C78A29D-0007	CHATGPT SUBSCRIPTION: M SIMERSON	$20.00	*20012100-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$20.00*
	761AC1A4-0007	CHATGPT SUBSCRIPTION: S SANGIACOMO	$20.00	*20012100-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$20.00*
	6F612A1F-0007	CHATGPT SUBSCRIPTION: T BOYL	$20.00	*20012100-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$20.00*
	MC01589426	COU EMAIL PLATFORM SUBSCRIPTION	$135.00	*20012300-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$135.00*
	3/19/24	LIEBERTLIBRARY MEMBERSHIP: S MANNION	$1,000.00	*20016100-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$1,000.00*
	20964493-51881-89	STARLINK SUBSCRIPTION	$360.00	*20913901-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$360.00*
	20212067-29003-63	STARLINK SUBSCRIPTION	$500.00	*20913901-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$500.00*
	1675-5984	AI SOFTWRE	$1,200.00	*20012500-54320*	*SOFTWARE*	*$1,200.00*
	469378	SUGGESTION OX: SOFTWARE	$99.00	*20913900-54320*	*SOFTWARE*	*$99.00*
	P1-93700912	INTUIT QUICK BOOKS SOFTWARE	$649.00	*73022600-54320*	*SOFTWARE*	*$649.00*
	4009904296	EMPLOYEE NAME PLATE	$29.39	*10012900-54100*	*SUPPLIES*	*$29.39*
	08724J	COUNCIL & STAFF MEETING & DINNER	$157.66	*20010000-54100*	*SUPPLIES*	*$157.66*
	023269	CITY COUNSEL & STAFF DINNER	$317.59	*20010000-54100*	*SUPPLIES*	*$317.59*
	01387J	REGIONAL CITY MANGER MEETING	$58.96	*20012100-54100*	*SUPPLIES*	*$58.96*
	000184	LEADERSHIP ACADEMY LUNCH	$391.95	*20012200-54100*	*SUPPLIES*	*$391.95*
	S046763	AVPOS MONTHLY SOFTWARE SUPPORT	$50.00	*77725200-54100*	*SUPPLIES*	*$50.00*
					Vendor Total:	*$6,957.10*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CA DIVISION OF THE STATE ARCHITECT	1ST QTR 24	1ST QTR DISABILITY FEE 24	$277.90	*90000000-23012*	*STATE $1 BUS. LIC. SET ASIDE*	*($2,139.10)*
				90000000-23002	*STATE $4 BUSINESS LICENSE FEE*	*$2,417.00*
					Vendor Total:	*$277.90*
CANTEEN SERVICE	5975:035360	WATER FILTRATION SERVICE POLICE STATION	$45.00	*10020210-54100*	*SUPPLIES*	*$22.50*
				20620231-54100	*SUPPLIES*	*$22.50*
					Vendor Total:	*$45.00*
CHROMAGRAPHICS	103267	BUSINESS CARDS: A COWAN	$78.88	*10020210-54100*	*SUPPLIES*	*$78.88*
	103268	BUSINESS CARDS: A KINNEY	$78.88	*10020210-54100*	*SUPPLIES*	*$78.88*
	103336	BUSINESS CARDS: W HOCKEMIER	$140.94	*10523600-54100*	*SUPPLIES*	*$140.94*
	103252	BUSINESS CARDS: B ADAMS, T BOYL	$214.10	*20010000-54100*	*SUPPLIES*	*$214.10*
	103399	BUSINESS CARDS: Z HERINCKX	$48.18	*77725200-54100*	*SUPPLIES*	*$48.18*
					Vendor Total:	*$560.98*
CINTAS CORPORATION	4185318751	RUG, MAT & UNIFORM SERVICES	$41.72	*20824700-56300*	*BUILDING MAINT. & REPAIR*	*$41.72*
	4186762957	RUG, MAT & UNIFORM SERVICES	$41.72	*20824700-56300*	*BUILDING MAINT. & REPAIR*	*$41.72*
	4185318777	RUG, MAT & UNIFORM SERVICES	$70.48	*73022600-56300*	*BUILDING MAINT. & REPAIR*	*$70.48*
	4186762989	RUG, MAT & UNIFORM SERVICES	$70.48	*73022600-56300*	*BUILDING MAINT. & REPAIR*	*$70.48*
	4185318785	RUG, MAT & UNIFORM SERVICES	$102.00	*20324100-52100*	*CONTRACTUAL SERVICES*	*$47.68*
				20824300-52100	*CONTRACTUAL SERVICES*	*$54.32*
	4186762910	RUG, MAT & UNIFORM SERVICES	$102.00	*20324100-52100*	*CONTRACTUAL SERVICES*	*$47.68*
				20824300-52100	*CONTRACTUAL SERVICES*	*$54.32*
	4187493244	RUG, MAT & UNIFORM SERVICES	$117.15	*20324100-52100*	*CONTRACTUAL SERVICES*	*$47.68*
				20824300-52100	*CONTRACTUAL SERVICES*	*$69.47*
	4186049587	RUG, MAT & UNIFORM SERVICES	$278.05	*20324100-52100*	*CONTRACTUAL SERVICES*	*$47.68*
				20824300-52100	*CONTRACTUAL SERVICES*	*$230.37*
	4185175450	RUG, MAT & UNIFORM SERVICES	$35.00	*31122000-52100*	*CONTRACTUAL SERVICES*	*$35.00*
	4186619218	RUG, MAT & UNIFORM SERVICES	$35.00	*31122000-52100*	*CONTRACTUAL SERVICES*	*$35.00*
	9264896175	CREDIT VENDOR ERROR OVER CHARGE	($3.78)	*10024620-54120*	*PW - SPECIAL SUPPLIES*	*($1.89)*
				84027221-54100	*SUPPLIES*	*($1.89)*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CINTAS CORPORATION	5200479119	FIRST AID SUPPLIES	$151.86	*10024620-54120*	*PW - SPECIAL SUPPLIES*	*$82.96*
				84027221-54100	*SUPPLIES*	*$68.90*
	5204184357	FIRST AID SUPPLIES	$168.11	*10024620-54120*	*PW - SPECIAL SUPPLIES*	*$86.44*
				84027221-54100	*SUPPLIES*	*$81.67*
	9264896176	VENDOR ERROR OVER CHARGE CREDIT	($1.67)	*20324100-54100*	*SUPPLIES*	*($1.67)*
	5204184364	FIRST AID SUPPLIES	$59.64	*20324100-54100*	*SUPPLIES*	*$59.64*
	5200479170	FIRST AID SUPPLIES	$62.35	*20324100-54100*	*SUPPLIES*	*$62.35*
	9264896174	CREDIT VENDOR ERROR OVER CHARGE	($0.75)	*77725200-54100*	*SUPPLIES*	*($0.75)*
	5204184303	FIRST AID SUPPLIES	$44.50	*77725200-54100*	*SUPPLIES*	*$44.50*
	4185175535	RUG, MAT & UNIFORM SERVICES	$51.19	*77725200-54100*	*SUPPLIES*	*$51.19*
	4186619275	RUG, MAT & UNIFORM SERVICES	$51.19	*77725200-54100*	*SUPPLIES*	*$51.19*
	4185895553	RUG, MAT & UNIFORM SERVICES	$53.06	*77725200-54100*	*SUPPLIES*	*$53.06*
	5200479135	FIRST AID SUPPLIES	$62.35	*77725200-54100*	*SUPPLIES*	*$62.35*
	4187337516	RUG, MAT & UNIFORM SERVICES	$111.47	*77725200-54100*	*SUPPLIES*	*$111.47*
	9264896146	CREDIT VENDOR ERROR OVER CHARGE	($1.44)	*80026110-54100*	*SUPPLIES*	*($1.44)*
	5204184308	FIRST AID SUPPLIES	$32.96	*80026110-54100*	*SUPPLIES*	*$32.96*
	5200479175	FIRST AID SUPPLIES	$81.12	*80026110-54100*	*SUPPLIES*	*$81.12*
					Vendor Total:	*$1,815.76*
CITIBANK N.A.	072023	AGENT FEE: S SHAVER	$21.00	*20913920-51291*	*MISC EMPLOYMENT COSTS*	*$21.00*
	070623	CAR RENTAL: S SHAVER	$464.78	*20913920-51291*	*MISC EMPLOYMENT COSTS*	*$464.78*
					Vendor Total:	*$485.78*
COMCAST	4635 APR 24	INTERNET SERVICES	$250.62	*20913900-55100*	*TELEPHONE*	*$250.62*
					Vendor Total:	*$250.62*
CONCUR TECHNOLOGIES INC	101700267445	TRAVEL AND EXPENSE SOFTWARE -	$539.35	*20413500-54320*	*SOFTWARE*	*$539.35*
					Vendor Total:	*$539.35*
D WALTER K BARR	7467	DOT PHYSICALS	$150.00	*84027221-54161*	*BACKGROUND & PHYSICALS*	*$150.00*
					Vendor Total:	*$150.00*
DANIEL F MEAD	51874	DUPLICATE KEYS, REPAIRS	$142.74	*20824700-56300*	*BUILDING MAINT. & REPAIR*	*$142.74*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DANIEL F MEAD	51865	DUPLICATE KEYS, REPAIRS	$408.28	*20824700-56300*	*BUILDING MAINT. & REPAIR*	*$408.28*
	51877	DUPLICATE KEYS, REPAIRS	$28.58	*10020210-54100*	*SUPPLIES*	*$28.58*
	51879	DUPLICATE KEYS, REPAIRS	$27.22	*10022100-54100*	*SUPPLIES*	*$27.22*
	51866	DUPLICATE KEYS, REPAIRS	$137.18	*10022100-54100*	*SUPPLIES*	*$137.18*
					Vendor Total:	*$744.00*
DAVID BRIAN JANKOVSKY	I2024-04-0313-24	PM/INSPECTION FOR MUSEUM RE-RO	$4,520.00	*20824700-80220*	*BUILDING IMPROVEMENTS*	*$4,520.00*
					Vendor Total:	*$4,520.00*
DAVID RAPPORT	7617	LEGAL SERVICES FOR FY 23/24	$44,385.10	*10514000-52150*	*LEGAL SERVICES/ EXPENSES*	*$120.17*
				20014000-52150	*LEGAL SERVICES/ EXPENSES*	*$480.67*
				20014000-52150	*LEGAL SERVICES/ EXPENSES*	*$19,852.31*
				20414000-52150	*LEGAL SERVICES/ EXPENSES*	*$203.36*
				80014000-52150	*LEGAL SERVICES/ EXPENSES*	*$2,523.52*
				82014000-52150	*LEGAL SERVICES/ EXPENSES*	*$921.29*
				90214000-52150	*LEGAL SERVICES/ EXPENSES*	*$20,283.78*
					Vendor Total:	*$44,385.10*
DEPARTMENT OF JUSTICE	730471	CHEM/TEST REPORT, CRIMINAL INV	$210.00	*10020210-52100*	*CONTRACTUAL SERVICES*	*$210.00*
	725786	FINGERPRINTS	$326.00	*10020210-54169*	*LIVESCAN*	*$326.00*
	725895	FINGERPRINTS	$452.00	*10022900-54169*	*LIVESCAN*	*$292.00*
				20016100-54165	*NEW EMPLOYEE FINGERPRINT*	*$160.00*
					Vendor Total:	*$988.00*
EBA ENGINEERING	54860	LESLIE STREET REMEDIATION SAMP	$615.35	*10024210-52100*	*CONTRACTUAL SERVICES*	*$615.35*
					Vendor Total:	*$615.35*
ECS IMAGING INC	18628	ANNUAL RENEWAL FOR LASERFICHE	$10,260.00	*20012500-54320*	*SOFTWARE*	*$10,260.00*
					Vendor Total:	*$10,260.00*
ENHANCED VEHICLE APPLICATIONS LLC	INV165703	MONTHLY DATA SERVICES	$180.00	*10020210-52100*	*CONTRACTUAL SERVICES*	*$180.00*
					Vendor Total:	*$180.00*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
EVIDENT INC	239974A	GUN BOXES W/ EVIDENCE FORMS	$367.93	*10020210-54201*	*PRISONER EXPENSE*	*$367.93*
					Vendor Total:	*$367.93*
FASTENAL	CASA863678	1/4X1/4 SS PTC CNCTR	$75.49	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$75.49*
	CASA863769	CSHACLMP 1/2 P S/S	$188.09	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$188.09*
					Vendor Total:	*$263.58*
FEDERAL EXPRESS	8-461-05131	SHIPPING SERVICES	$70.97	*10020210-54101*	*POSTAGE*	*$41.87*
				20413500-54101	*POSTAGE*	*$29.10*
					Vendor Total:	*$70.97*
FIDELITY NATIONAL TITLE COMPANY OF CALIFORNIA	5142400150	PRELIMINARY TITLE REPORT 224 LOW GAP RD	$100.00	*61123412-59500*	*LOANS ISSUED*	*$100.00*
					Vendor Total:	*$100.00*
FRIEDMANS HOME IMPROVEMENT	INV18221569	MISC. ITEMS AS NEEDED	$30.14	*10022700-56300*	*BUILDING MAINT. & REPAIR*	*$30.14*
	INV18175837	MISC. ITEMS AS NEEDED	$59.52	*20824700-56300*	*BUILDING MAINT. & REPAIR*	*$59.52*
	INV18157018	MISC. ITEMS AS NEEDED	$182.89	*20824700-56300*	*BUILDING MAINT. & REPAIR*	*$182.89*
	INV18229112	MISC. ITEMS AS NEEDED	$48.03	*84027225-56300*	*BUILDING MAINT. & REPAIR*	*$48.03*
	INV18145425	MISC. ITEMS AS NEEDED	$581.84	*84027225-56300*	*BUILDING MAINT. & REPAIR*	*$581.84*
	INV18257410	MISC. ITEMS AS NEEDED	$66.51	*82027111-52100*	*CONTRACTUAL SERVICES*	*$66.51*
	INV18230243	MISC. ITEMS AS NEEDED	$407.12	*82027111-52100*	*CONTRACTUAL SERVICES*	*$407.12*
	INV18261614	MISC. ITEMS AS NEEDED	$35.33	*82027111-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$35.33*
	INV18247664	MISC. ITEMS AS NEEDED	$4.92	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$4.92*
	INV18152220	MISC. ITEMS AS NEEDED	$34.54	*10022100-56130*	*EXTERNAL SERVICES*	*$34.54*
	INV18182539	MISC. ITEMS AS NEEDED	$8.65	*10521210-56130*	*EXTERNAL SERVICES*	*$8.65*
	INV18175746	MISC. ITEMS AS NEEDED	$28.06	*80026110-56130*	*EXTERNAL SERVICES*	*$28.06*
	INV18210946	MISC. ITEMS AS NEEDED	$313.72	*10024620-54102*	*SMALL TOOLS*	*$313.72*
	CN-556589	MISC. ITEMS AS NEEDED	($162.22)	*82027114-54102*	*SMALL TOOLS*	*($81.11)*
				84027221-54102	*SMALL TOOLS*	*($81.11)*
	INV18254845	MISC. ITEMS AS NEEDED	$235.25	*82027114-54102*	*SMALL TOOLS*	*$117.62*
				84027221-54102	*SMALL TOOLS*	*$117.63*

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FRIEDMANS HOME IMPROVEMENT	INV18259407	MISC. ITEMS AS NEEDED	$1,365.37	*82027114-54102*	*SMALL TOOLS*	*$682.69*
				84027221-54102	*SMALL TOOLS*	*$682.68*
	INV18208387	MISC. ITEMS AS NEEDED	$12.44	*10022100-54100*	*SUPPLIES*	*$12.44*
	INV18242796	MISC. ITEMS AS NEEDED	$22.35	*10022100-54100*	*SUPPLIES*	*$22.35*
	INV18252324	MISC. ITEMS AS NEEDED	$31.24	*10022100-54100*	*SUPPLIES*	*$31.24*
	INV18252023	MISC. ITEMS AS NEEDED	$94.88	*10022100-54100*	*SUPPLIES*	*$94.88*
	INV18223178	MISC. ITEMS AS NEEDED	$112.28	*10022100-54100*	*SUPPLIES*	*$112.28*
	INV18220893	MISC. ITEMS AS NEEDED	$121.69	*10022100-54100*	*SUPPLIES*	*$121.69*
	INV18221116	MISC. ITEMS AS NEEDED	$122.09	*10022100-54100*	*SUPPLIES*	*$122.09*
	INV18152089	MISC. ITEMS AS NEEDED	$223.54	*10022100-54100*	*SUPPLIES*	*$223.54*
	INV18248355	MISC. ITEMS AS NEEDED	$21.47	*10022832-54100*	*SUPPLIES*	*$21.47*
	INV18212812	MISC. ITEMS AS NEEDED	$20.00	*10024620-54100*	*SUPPLIES*	*$20.00*
	INV18212359	MISC. ITEMS AS NEEDED	$41.18	*10024620-54100*	*SUPPLIES*	*$41.18*
	INV18246277	MISC. ITEMS AS NEEDED	$73.33	*10024620-54100*	*SUPPLIES*	*$73.33*
	INV18185548	MISC. ITEMS AS NEEDED	$110.70	*10024620-54100*	*SUPPLIES*	*$110.70*
	INV18184830	MISC. ITEMS AS NEEDED	$122.79	*10024620-54100*	*SUPPLIES*	*$122.79*
	INV18213798	MISC. ITEMS AS NEEDED	$149.38	*10024620-54100*	*SUPPLIES*	*$149.38*
	INV18230593	MISC. ITEMS AS NEEDED	$151.22	*20824700-54100*	*SUPPLIES*	*$151.22*
	INV18252223	MISC. ITEMS AS NEEDED	$28.14	*77725200-54100*	*SUPPLIES*	*$28.14*
	INV18185814	MISC. ITEMS AS NEEDED	$84.22	*77725200-54100*	*SUPPLIES*	*$84.22*
	INV18187989	MISC. ITEMS AS NEEDED	$89.67	*77725200-54100*	*SUPPLIES*	*$89.67*
	INV18269997	MISC. ITEMS AS NEEDED	$106.09	*77725200-54100*	*SUPPLIES*	*$106.09*
	INV18169867	MISC. ITEMS AS NEEDED	$110.36	*77725200-54100*	*SUPPLIES*	*$110.36*
	INV18252151	MISC. ITEMS AS NEEDED	$189.84	*77725200-54100*	*SUPPLIES*	*$189.84*
	INV18224406	MISC. ITEMS AS NEEDED	$217.74	*77725200-54100*	*SUPPLIES*	*$217.74*
	INV18154733	MISC. ITEMS AS NEEDED	$87.08	*80026120-54100*	*SUPPLIES*	*$87.08*
	INV18253679	MISC. ITEMS AS NEEDED	$87.26	*80026120-54100*	*SUPPLIES*	*$87.26*
	INV18210245	MISC. ITEMS AS NEEDED	$19.13	*80026210-54100*	*SUPPLIES*	*$19.13*
	INV18257047	MISC. ITEMS AS NEEDED	$12.07	*80026220-54100*	*SUPPLIES*	*$12.07*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	INV18193617	MISC. ITEMS AS NEEDED	$24.27	*82027111-54100*	*SUPPLIES*	*$24.27*
	INV18256667	MISC. ITEMS AS NEEDED	$35.11	*82027111-54100*	*SUPPLIES*	*$35.11*
	INV18190873	MISC. ITEMS AS NEEDED	$49.72	*82027111-54100*	*SUPPLIES*	*$49.72*
	INV18156755	MISC. ITEMS AS NEEDED	$63.35	*82027111-54100*	*SUPPLIES*	*$63.35*
	INV18183704	MISC. ITEMS AS NEEDED	$245.77	*82027111-54100*	*SUPPLIES*	*$245.77*
	INV18246810	MISC. ITEMS AS NEEDED	$16.31	*82027114-54100*	*SUPPLIES*	*$16.31*
	INV18192847	MISC. ITEMS AS NEEDED	$24.23	*82027114-54100*	*SUPPLIES*	*$24.23*
	INV18218997	MISC. ITEMS AS NEEDED	$27.40	*82027114-54100*	*SUPPLIES*	*$27.40*
	INV18216381	MISC. ITEMS AS NEEDED	$35.18	*82027114-54100*	*SUPPLIES*	*$35.18*
	INV18148600	MISC. ITEMS AS NEEDED	$55.03	*82027114-54100*	*SUPPLIES*	*$55.03*
	INV18209878	MISC. ITEMS AS NEEDED	$60.96	*82027114-54100*	*SUPPLIES*	*$30.48*
				84027221-54100	*SUPPLIES*	*$30.48*
	INV18215360	MISC. ITEMS AS NEEDED	$70.73	*82027114-54100*	*SUPPLIES*	*$70.73*
	INV18187076	MISC. ITEMS AS NEEDED	$186.21	*82027114-54100*	*SUPPLIES*	*$186.21*
	INV18241397	MISC. ITEMS AS NEEDED	$427.57	*82027114-54100*	*SUPPLIES*	*$427.57*
	INV18184623	MISC. ITEMS AS NEEDED	$65.05	*83027330-54100*	*SUPPLIES*	*$65.05*
	INV18188050	MISC. ITEMS AS NEEDED	$83.35	*83027330-54100*	*SUPPLIES*	*$83.35*
	INV18183702	MISC. ITEMS AS NEEDED	$99.95	*83027330-54100*	*SUPPLIES*	*$99.95*
	INV18144993	MISC. ITEMS AS NEEDED	$11.76	*84027221-54100*	*SUPPLIES*	*$11.76*
	INV18151287	MISC. ITEMS AS NEEDED	$15.60	*84027221-54100*	*SUPPLIES*	*$15.60*
	INV18210984	MISC. ITEMS AS NEEDED	$57.47	*84027221-54100*	*SUPPLIES*	*$57.47*
	INV18152450	MISC. ITEMS AS NEEDED	$38.45	*84027225-54100*	*SUPPLIES*	*$38.45*
					Vendor Total:	*$7,395.32*
GHILOTTI CONSTRUCTION COMPANY INC	6071*07	RECYCLED WATER PROJECT PHASE 4	$1,796,213.36	*82127113-80230*	*INFRASTRUCTURE*	*$147,120.12*
				83027330-80230	*INFRASTRUCTURE*	*$1,649,093.24*
					Vendor Total:	*$1,796,213.36*
GOLDEN GATE BRIDGE TOLL	I712391219324	BRIDGE TOLL FEES	$7.00	*10521210-56130*	*EXTERNAL SERVICES*	*$7.00*
					Vendor Total:	*$7.00*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GRAINGER INC	9058499923	CHEMICAL NOAH, ZOBELS SOLN, CHEMICAL H2S04	$280.04	*84027225-54103*	*LAB SUPPLIES*	*$280.04*
					Vendor Total:	*$280.04*
HD SUPPLY INC	INV00314698	DANGER SIGN	$33.90	*82027111-54100*	*SUPPLIES*	*$33.90*
	INV00314656	DANGER SIGN	$38.70	*82027111-54100*	*SUPPLIES*	*$38.70*
	INV00314758	HAZARDOUS MATERIAL SIGN	$56.38	*82027111-54100*	*SUPPLIES*	*$56.38*
	INV00314812	CAUTION SIGNS	$560.25	*82027111-54100*	*SUPPLIES*	*$560.25*
	INV00314745	DANGER SIGNS, WINDSOCK	$1,029.02	*82027111-54100*	*SUPPLIES*	*$1,029.02*
					Vendor Total:	*$1,718.25*
ICC GENERAL CODE INC	GCI0013675	CODIFICATION SERVICES	$64.50	*20012500-52100*	*CONTRACTUAL SERVICES*	*$64.50*
					Vendor Total:	*$64.50*
INSTRUMENT TECHNOLOGY CORPORATION	23390	REPAIR, TUNE, TEST, CALIBRATE, RX ONLY	$298.00	*80026110-52100*	*CONTRACTUAL SERVICES*	*$298.00*
					Vendor Total:	*$298.00*
INTEGRITY SHRED LLC	155723	DOCUMENT SHREDDING	$32.50	*10020210-52100*	*CONTRACTUAL SERVICES*	*$16.25*
				20620231-52100	*CONTRACTUAL SERVICES*	*$16.25*
	153733	DOCUMENT SHREDDING	$32.50	*10020210-54100*	*SUPPLIES*	*$16.25*
				20620231-54100	*SUPPLIES*	*$16.25*
	154243	DOCUMENT SHREDDING	$32.50	*10020210-54100*	*SUPPLIES*	*$16.25*
				20620231-54100	*SUPPLIES*	*$16.25*
					Vendor Total:	*$97.50*
JENNIFER M BRAUS	20240327	AMBULANCE BILLING SERVICES	$2,764.08	*71021100-52110*	*AMBULANCE BILLING*	*$2,764.08*
					Vendor Total:	*$2,764.08*
JOSE AVILA	2	MUSEUM RE-ROOF AS PER SPECIFIC	$5,030.00	*20824700-80220*	*BUILDING IMPROVEMENTS*	*$5,030.00*
					Vendor Total:	*$5,030.00*
JUSTIN BUCKINGHAM	001861	REIMBURSEMENT: DUTY FIREARM	$908.18	*10521210-54102*	*SMALL TOOLS*	*$908.18*
					Vendor Total:	*$908.18*
KIMBALL MIDWEST	102036986	1/4" BRAID SPLIT LOOM	$408.52	*10521210-56130*	*EXTERNAL SERVICES*	*$408.52*
					Vendor Total:	*$408.52*
KP PUBLIC AFFAIRS LLC	7011881	COMMUNITY OUTREACH PROF SVCS	$10,000.00	*20012300-52100*	*CONTRACTUAL SERVICES*	*$10,000.00*
					Vendor Total:	*$10,000.00*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LAKE PARTS INC	343970	PRIMARY WIRES	$32.30	*10020210-56130*	*EXTERNAL SERVICES*	*$32.30*
	342905	AIR FILTERS	$75.44	*20324100-58510*	*REIMBURSABLE JOBS*	*$75.44*
	342829	10W-30 OIL	$4.67	*10022100-54100*	*SUPPLIES*	*$4.67*
	344894	5 GALLON SUPER CLEANER	$59.87	*84027225-54100*	*SUPPLIES*	*$59.87*
					Vendor Total:	*$172.28*
LANGUAGE LINE SERVICE INC	MLI-084474	WRONG CALL DURATION CORRECTION: INV# 11264049	($59.52)	*20012300-52100*	*CONTRACTUAL SERVICES*	*($59.52)*
	11264049	TRANSLATION AND INTERPRETING SERVICES	$71.00	*20012300-52100*	*CONTRACTUAL SERVICES*	*$71.00*
					Vendor Total:	*$11.48*
LES SCHWAB TIRE CENTER	64000691064	MISCELLANEOUS TIRE SERVICES	$8.70	*71021100-56130*	*EXTERNAL SERVICES*	*$8.70*
					Vendor Total:	*$8.70*
LYMAN GROUP INC	1883930	PROPANE	$10.65	*10022100-54100*	*SUPPLIES*	*$10.65*
	1885723	PROPANE	$10.65	*10022100-54100*	*SUPPLIES*	*$10.65*
	1887054	PROPANE	$10.65	*10022100-54100*	*SUPPLIES*	*$10.65*
	1884149	PROPANE	$11.29	*10022100-54100*	*SUPPLIES*	*$11.29*
					Vendor Total:	*$43.24*
MALLORY SAFETY & SUPPLY LLC	5858427	FIRE RETARDANT JEANS	$2,491.04	*80026120-54100*	*SUPPLIES*	*$2,491.04*
					Vendor Total:	*$2,491.04*
MATT KEIZER	TA 4/28- 5/2/24	TRAVEL ADVANCE	$1,359.86	*10023320-57100*	*LEARNING AND DEVELOPMENT*	*$1,359.86*
					Vendor Total:	*$1,359.86*
MENDO MILL & LUMBER CO	6489/1	RETURN: PVC GROUND CONN 3WIRE 15A	($2.30)	*10521210-56300*	*BUILDING MAINT. & REPAIR*	*($2.30)*
	6462/1	PVC GROUND CONN 3WIRE 15A	$2.30	*10521210-56300*	*BUILDING MAINT. & REPAIR*	*$2.30*
	7175/1	RETURN: MOWER BLADE, MOWER BLADES PURCHASED	$14.19	*71021100-56300*	*BUILDING MAINT. & REPAIR*	*$14.19*
	7173/1	CM 3-IN-1 LWN BLADE 22"	$17.31	*71021100-56300*	*BUILDING MAINT. & REPAIR*	*$17.31*
	7304/1	BLANK COVER, GROUNDING PLUG, SWITCH , OUTLET DUPLX	$57.80	*71021100-56300*	*BUILDING MAINT. & REPAIR*	*$57.80*
	7632/1	LED UTILITY LAMPS, EMT STRAPS, SET SCREW CONN	$85.18	*10521210-54102*	*SMALL TOOLS*	*$85.18*
	6773/1	PELLETS	$27.70	*10521210-54100*	*SUPPLIES*	*$27.70*
					Vendor Total:	*$203.18*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MENDOCINO COUNTY ANIMAL CARE SERVICES	UKIAH-3RD QUARTER	ANIMAL SHELTER SERVICES AND FI	$9,662.27	*10020217-52100*	*CONTRACTUAL SERVICES*	*$9,662.27*
					Vendor Total:	*$9,662.27*
MOTION INDUSTRIES INC	CA23-00542446	BEARING, FITTINGS & MISC. ITEM	$38.05	*82027111-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$38.05*
					Vendor Total:	*$38.05*
NATASHA CARTER	3/7-4/11/24	INSTRUCTOR	$1,280.00	*10022850-52100*	*CONTRACTUAL SERVICES*	*$1,280.00*
					Vendor Total:	*$1,280.00*
NCPA	006102-0424029	APR 2024 NCPA	$606,735.00	*80026440-58104*	*NCPA MANAGEMENT SERVICES*	*$46,742.00*
				80026440-58101	*NCPA PLANT GENERATION*	*$138,136.00*
				80026440-58102	*NCPA POWER PURCHASES*	*$345,800.00*
				80026440-58105	*NCPA THIRD PARTY SALES*	*($52,945.00)*
				80026440-58103	*NCPA TRANSMISSION*	*$129,002.00*
					Vendor Total:	*$606,735.00*
NICK BARBIERI TRUCKING LLC	0102759-IN	CARDLOCK FUEL PURCHASES	$56.38	*82027111-56130*	*EXTERNAL SERVICES*	*$56.38*
	0102567-IN	CARDLOCK FUEL PURCHASES	$56.38	*20324100-58410*	*GARAGE LUBRICANTS & PARTS*	*$56.38*
					Vendor Total:	*$112.76*
NOR-CAL RECYCLED ROCK & AGGREGATES INC	23684	MISC ROCK & ROAD PATCH MATERIA	$599.27	*70024500-54100*	*SUPPLIES*	*$599.27*
					Vendor Total:	*$599.27*
O'CONNOR THOMPSON MCDONOUGH KLOTSCHE LLP	1943	LEGAL SERVICES - MUSEUM ROOF P	$25.17	*20824700-80220*	*BUILDING IMPROVEMENTS*	*$25.17*
	1834	LEGAL SERVICES - MUSEUM ROOF P	$211.11	*20824700-80220*	*BUILDING IMPROVEMENTS*	*$211.11*
					Vendor Total:	*$236.28*
OFFICE DEPOT INC	358641862001	TAPE	$29.85	*10020210-54100*	*SUPPLIES*	*$29.85*
	357602194001	ENVELOPES	$31.39	*10020210-54100*	*SUPPLIES*	*$31.39*
	358645530001	LABELMAKER REFILL	$51.81	*10020210-54100*	*SUPPLIES*	*$51.81*
	356575386001	BUBBLE MAILER, PAPER CLIPS, PENS	$74.76	*10020210-54100*	*SUPPLIES*	*$74.76*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OFFICE DEPOT INC	357054685001	LETTER FILER	$79.17	*10020210-54100*	*SUPPLIES*	*$79.17*
	354899921001	JET STREAM ELEMENTS	$23.38	*20012200-54100*	*SUPPLIES*	*$23.38*
	360547512001	10 PACK BOXES	$43.55	*20012200-54100*	*SUPPLIES*	*$43.55*
	354855600001	POST-ITS, NOTE PADS, SHARPIES	$59.37	*20012200-54100*	*SUPPLIES*	*$59.37*
	354855600002	ENVELOPES	$129.23	*20012200-54100*	*SUPPLIES*	*$129.23*
	358108888001	COPY PAPER	$876.60	*20012200-54100*	*SUPPLIES*	*$876.60*
	359869132001	COPY PAPER	$2,089.94	*20012200-54100*	*SUPPLIES*	*$2,089.94*
	359541946001	FRAME	$58.74	*20012500-54100*	*SUPPLIES*	*$58.74*
	354137420001	PENS, WIPES, SHARPIES	$54.78	*80026400-54100*	*SUPPLIES*	*$54.78*
					Vendor Total:	*$3,602.57*
OLDCASTLE PRECAST INC	030348826	UKIAH VAULT COVER 48, DRAWING # VA922 5703	$86,443.99	*80000000-12104*	*INVENTORY - PURCHASES*	*$86,443.99*
					Vendor Total:	*$86,443.99*
ON DUTY HEALTH PC	1404	ANNUAL NFPA PHYSICAL ASSESMENT	$21,107.00	*10521210-54161*	*BACKGROUND & PHYSICALS*	*$17,217.00*
				71021100-54161	*BACKGROUND & PHYSICALS*	*$3,890.00*
					Vendor Total:	*$21,107.00*
ONE TIME PAY VENDOR	24-000130	REFUND CUSTOMER CHARGED TWICE: HAPPY WOMEN JEWELRY	$29.00	*31200000-94402*	*ACCRUALS AND OTHER ADJUSTING*	*$5.00*
				10000000-41440	*BUSINESS LICENSE TAX*	*$20.00*
				90000000-23002	*STATE $4 BUSINESS LICENSE FEE*	*$4.00*
	94624-001	UTILITY REFUND: DANIELA SOTO ANGUINO	$17.94	*90100000-10421*	*UTILITY RECEIVABLES CLEARING*	*$17.94*
					Vendor Total:	*$46.94*
ONESOURCE DISTRIBUTORS LLC	S7401207	HIGH PRESSURE LAMP	$396.31	*80000000-12104*	*INVENTORY - PURCHASES*	*$396.31*
	S7308234.009	(LG-26) LUG, COMP _500 STR CU/	$1,114.88	*80000000-12104*	*INVENTORY - PURCHASES*	*$1,114.88*
					Vendor Total:	*$1,511.19*
OREILLY AUTO PARTS	2707-270760	DRY LUBE	$15.22	*82027111-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$15.22*
	2707-270691	POWER BELT	$28.02	*82027111-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$28.02*
	2707-267110	TRI-POWER BELT	$94.54	*82027111-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$94.54*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OREILLY AUTO PARTS	2707-269148	GASKET MAKER	$59.86	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$59.86*
	2707-269628	WARRANTY RETURN: BATTERY, CORE RETURNS	($141.11)	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*($141.11)*
	2707-268072	WHITE LITHIUM GREASE	$9.16	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$9.16*
	2707-266980	KEYLESS	$19.58	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$19.58*
	2707-266960	WIPER BLADES	$128.39	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$128.39*
	2707-273912	RETURN: BRAKE ROTOR	($184.00)	*10020210-56130*	*EXTERNAL SERVICES*	*($184.00)*
	2707-269391	WARRANTY RETURN: BATTERY, CORE RETURNS	($141.11)	*10020210-56130*	*EXTERNAL SERVICES*	*($141.11)*
	2707-272342	CORE RETURNS	($44.00)	*10020210-56130*	*EXTERNAL SERVICES*	*($44.00)*
	2707-266914	OIL FILTER	$5.76	*10020210-56130*	*EXTERNAL SERVICES*	*$5.76*
	2707-274494	DISC PAD SET	$115.41	*10020210-56130*	*EXTERNAL SERVICES*	*$115.41*
	2707-267652	WIPER MOTOR	$124.77	*10020210-56130*	*EXTERNAL SERVICES*	*$124.77*
	2707-269146	WIPER MOTOR	$124.77	*10020210-56130*	*EXTERNAL SERVICES*	*$124.77*
	2707-268195	BATTERY, CORE CHARGE	$145.74	*10020210-56130*	*EXTERNAL SERVICES*	*$145.74*
	2707-269363	BATTERY, CORE CHARGE	$174.97	*10020210-56130*	*EXTERNAL SERVICES*	*$174.97*
	2707-272657	BATTERY, CORE CHARGE	$258.39	*10020210-56130*	*EXTERNAL SERVICES*	*$258.39*
	2707-272640	DISC PAD SET, BRAKE ROTORS	$299.41	*10020210-56130*	*EXTERNAL SERVICES*	*$299.41*
	2707-273826	BRAKE ROTOR	$325.54	*10020210-56130*	*EXTERNAL SERVICES*	*$325.54*
	2707-269312	BATTERY, CORE CHARGE	$413.76	*10020210-56130*	*EXTERNAL SERVICES*	*$206.88*
				10020210-56130	*EXTERNAL SERVICES*	*$206.88*
	2707-272203	BATTERY, CORE CHARGE	$431.51	*10020210-56130*	*EXTERNAL SERVICES*	*$431.51*
	2707-273823	DISC PAD SETS, BRAKE ROTORS	$776.53	*10020210-56130*	*EXTERNAL SERVICES*	*$776.53*
	2707-272614	DISC PAD SET, BRAKE ROTORS	$801.89	*10020210-56130*	*EXTERNAL SERVICES*	*$801.89*
	2707-268489	CORE RETURN	($22.00)	*10020224-56130*	*EXTERNAL SERVICES*	*($22.00)*
	2707-272731	CORE RETURN	($22.00)	*10021210-56130*	*EXTERNAL SERVICES*	*($22.00)*
	2707-267926	RETURN: AIR FILTERS	($49.11)	*10022100-56130*	*EXTERNAL SERVICES*	*($49.11)*
	2707-274146	BRAKE FLUID	$13.60	*10022100-56130*	*EXTERNAL SERVICES*	*$13.60*
	2707-267623	FILTERS	$49.11	*10022100-56130*	*EXTERNAL SERVICES*	*$49.11*

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OREILLY AUTO PARTS	2707-267915	AIR FILTER	$58.49	*10022100-56130*	*EXTERNAL SERVICES*	*$58.49*
	2707-274118	BRAKE ROTOR, BRAKE PADS	$163.30	*10022100-56130*	*EXTERNAL SERVICES*	*$163.30*
	2707-266945	DISC PAD SET, ROTORS, BEARINGS, OIL SEAL	$646.29	*10022100-56130*	*EXTERNAL SERVICES*	*$646.29*
	2707-266309	CORE RETURN	($22.00)	*10024620-56130*	*EXTERNAL SERVICES*	*($22.00)*
	2707-268179	CAPSULE	$103.96	*10024620-56130*	*EXTERNAL SERVICES*	*$103.96*
	2707-272646	MICRO V-BELT, IDLER PULLEY, BELT TENSIONER	$167.36	*10024620-56130*	*EXTERNAL SERVICES*	*$167.36*
	2707-266078	BATTERY, CORE CHARGE	$217.75	*10024620-56130*	*EXTERNAL SERVICES*	*$217.75*
	2707-272365	RETURN: BRAKE MASTER CYLINDER, HYDROBOOSTER	($876.19)	*10521210-56130*	*EXTERNAL SERVICES*	*($876.19)*
	2707-272004	CORE RETURN	($53.35)	*10521210-56130*	*EXTERNAL SERVICES*	*($53.35)*
	2707-274791	OIL FILTER, FUEL FILTER, AIR FILTER	$217.89	*10521210-56130*	*EXTERNAL SERVICES*	*$217.89*
	2707-269311	BATTERY, CORE CHARGE	$346.76	*10521210-56130*	*EXTERNAL SERVICES*	*$346.76*
	2707-271548	POWER BRAKE BOOSTER, MASTER CYLINDER	$419.85	*10521210-56130*	*EXTERNAL SERVICES*	*$419.85*
	2707-271524	HYDRO BOOSTER, BRAKE MASTER CYLINDER	$941.91	*10521210-56130*	*EXTERNAL SERVICES*	*$941.91*
	2707-269688	OIL FILTER	$12.19	*77725200-56130*	*EXTERNAL SERVICES*	*$12.19*
	2707-272383	BATTERY, CORE CHARGE	$356.47	*80026110-56130*	*EXTERNAL SERVICES*	*$356.47*
	2707-269300	CORE RETURN	($22.00)	*82027111-56130*	*EXTERNAL SERVICES*	*($22.00)*
	2707-269395	CORE RETURN	($22.00)	*82027111-56130*	*EXTERNAL SERVICES*	*($22.00)*
	2707-271469	SEAL	$15.20	*82027111-56130*	*EXTERNAL SERVICES*	*$15.20*
	2707-274293	AIR FILTER	$17.08	*82027111-56130*	*EXTERNAL SERVICES*	*$17.08*
	2707-274639	ASSORTMENT	$21.56	*82027111-56130*	*EXTERNAL SERVICES*	*$21.56*
	2707-274470	BATTERY, CORE CHARGE	$68.17	*82027111-56130*	*EXTERNAL SERVICES*	*$68.17*
	2707-274117	BRAKE FLUID	$72.94	*82027111-56130*	*EXTERNAL SERVICES*	*$72.94*
	2707-274194	BRAKE PADS, BRAKE ROTORS	$141.53	*82027111-56130*	*EXTERNAL SERVICES*	*$141.53*
	2707-274221	BRAKE CALIPER	$154.73	*82027111-56130*	*EXTERNAL SERVICES*	*$154.73*
	2707-269206	BATTERY, CORE CHARGE	$217.75	*82027111-56130*	*EXTERNAL SERVICES*	*$217.75*
	2707-272460	WATER PUMP, MICRO-V BELT, IDLER PULLEY	$279.63	*82027111-56130*	*EXTERNAL SERVICES*	*$279.63*
	2707-270445	BRAKE ROTORS, BRAKE PADS	$326.60	*82027111-56130*	*EXTERNAL SERVICES*	*$326.60*
	2707-273779	COPPER PLUG	$15.50	*82027114-56130*	*EXTERNAL SERVICES*	*$15.50*

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OREILLY AUTO PARTS	2707-273919	BATTERY, CORE CHARGE	$159.68	*82027114-56130*	*EXTERNAL SERVICES*	*$159.68*
	2707-274284	CORE RETURN	($22.00)	*84027221-56130*	*EXTERNAL SERVICES*	*($22.00)*
	2707-269572	IDLER PULLEY	$19.49	*84027221-56130*	*EXTERNAL SERVICES*	*$19.49*
	2707-269253	BELT TENSIONER	$147.87	*84027221-56130*	*EXTERNAL SERVICES*	*$147.87*
	2707-270186	OIL FILTER, AIR FILTER, FUEL FILTERS	$230.98	*20324100-58510*	*REIMBURSABLE JOBS*	*$230.98*
	2707-270322	BRAKE ROTORS, DISC PAD SET	$408.51	*20324100-58510*	*REIMBURSABLE JOBS*	*$408.51*
	2707-272486	WARRANTY RETURN: BATTERY, CORE RETURNS	($467.22)	*20324100-54100*	*SUPPLIES*	*($467.22)*
	2707-274629	RETURN: BRAKE CALIPER, CORE RETURNS	($164.73)	*20324100-54100*	*SUPPLIES*	*($164.73)*
	2707-271798	NITRILE GLOVES	$217.13	*20324100-54100*	*SUPPLIES*	*$217.13*
	2707-269810	BATTERY, CORE CHARGE	$71.77	*82027114-54100*	*SUPPLIES*	*$35.89*
				84027221-54100	*SUPPLIES*	*$35.88*
	2707-269953	LONG BRUSH, DETAILER, TIRE AND TRIM	$74.91	*84027225-54100*	*SUPPLIES*	*$74.91*
					Vendor Total:	*$8,476.36*
PACE SUPPLY CORPORATION	029388064-1	1/2 TEE, BALL VALVE	$64.23	*82027111-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$64.23*
	029388064	1/2 PIPE, BALL VALVE, 1/2 TEE, 1/2 ELBOW, CEMENT	$81.61	*82027111-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$81.61*
	029401302	3/4 X 20 PIPE, 3/4 BALL VALVE, 3/4 TEE, BUSHING	$126.32	*82027111-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$126.32*
					Vendor Total:	*$272.16*
PETERSON POWER SYSTEMS INC	PC060187786	ELECTRIC KIT	$224.07	*10024620-56130*	*EXTERNAL SERVICES*	*$224.07*
	PC060188136	BATTERY, CORE DEPOSIT	$425.29	*10024620-56130*	*EXTERNAL SERVICES*	*$425.29*
	PC060187873	SOS KIT	$159.66	*82027111-56130*	*EXTERNAL SERVICES*	*$79.83*
				84027225-56130	*EXTERNAL SERVICES*	*$79.83*
	PC060187827	CABLE	$141.22	*82027114-56130*	*EXTERNAL SERVICES*	*$141.22*
					Vendor Total:	*$950.24*
PETERSON TRUCKS INC	18168U	WASHER FLUID, BRAKLEEN	$58.43	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$58.43*
	18168UX1	BRAKLEEN	$62.45	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$62.45*
	CM18119U	RETURN: WASHER	($10.59)	*10521210-56130*	*EXTERNAL SERVICES*	*($10.59)*

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PETERSON TRUCKS INC	18119U	WASHER	$21.17	*10521210-56130*	*EXTERNAL SERVICES*	*$21.17*
	18142U	L/O FILTER, OIL	$74.91	*10521210-56130*	*EXTERNAL SERVICES*	*$74.91*
	18141U	FILTER SYSTEM BREATHER ELEMENT, L/O FILTER	$613.86	*10521210-56130*	*EXTERNAL SERVICES*	*$613.86*
	17941U	FUEL FILTER, FILTER	$15.90	*20824700-56130*	*EXTERNAL SERVICES*	*$15.90*
	17941UX1	FRESH WATER FILTER	$101.62	*20824700-56130*	*EXTERNAL SERVICES*	*$101.62*
	17968UX1	OIL FILTER	$45.74	*77725200-56130*	*EXTERNAL SERVICES*	*$45.74*
	17968U	FUEL WATER SEPERATOR, FILTER	$66.71	*77725200-56130*	*EXTERNAL SERVICES*	*$66.71*
	17990U	LUBE OIL FILTER	$46.51	*82027111-56130*	*EXTERNAL SERVICES*	*$46.51*
	CM381985S	RETURN: LUBE OIL FILTERS	($33.19)	*20324100-58510*	*REIMBURSABLE JOBS*	*($33.19)*
	17858UX1	FUEL FILTER, OIL FILTER	$8.43	*20324100-58510*	*REIMBURSABLE JOBS*	*$8.43*
	17858U	LUBE AND OIL FILTER, FUEL FILTER	$31.03	*20324100-58510*	*REIMBURSABLE JOBS*	*$31.03*
	381985S	LUBE OIL FILTERS	$33.19	*20324100-58510*	*REIMBURSABLE JOBS*	*$33.19*
	17871U	AIR DRYER	$51.95	*20324100-58510*	*REIMBURSABLE JOBS*	*$51.95*
					Vendor Total:	*$1,188.12*
PHILIP ANDREW WILLIAMS	73	WATER RIGHTS LEGAL COUNSEL	$7,700.00	*82027110-52150*	*LEGAL SERVICES/ EXPENSES*	*$7,700.00*
	74	WATER RIGHTS LEGAL COUNSEL	$9,625.00	*82027110-52150*	*LEGAL SERVICES/ EXPENSES*	*$9,625.00*
					Vendor Total:	*$17,325.00*
PITNEY BOWES INC	1024952233	POSTAGE MACHINE LEASE & SUPPLI	$168.15	*20513300-52100*	*CONTRACTUAL SERVICES*	*$168.15*
					Vendor Total:	*$168.15*
PLAZA PAINT INC	U0026540	HD FRAME, METAL ROLLER TRAY	$24.33	*10022700-54100*	*SUPPLIES*	*$24.33*
	U0026561	TRAY LINER, ROLLER TRAY, FRAME	$39.09	*10022700-54100*	*SUPPLIES*	*$39.09*
	U0026528	FLAT BASE PAINT	$72.45	*10022700-54100*	*SUPPLIES*	*$72.45*
	U0026574	GRAY FLAT BASE PAINT	$72.45	*10022700-54100*	*SUPPLIES*	*$72.45*
	U0026516	LIGHT GRAY PAINT	$148.69	*10022700-54100*	*SUPPLIES*	*$148.69*
					Vendor Total:	*$357.01*
POSITIVE PROMOTIONS INC	07345451	ACE WEEKENDER-THIN GOLD LINE	$137.86	*20620231-54100*	*SUPPLIES*	*$137.86*
					Vendor Total:	*$137.86*
PUBLIC SERVICE DEPARTMENT	FEB 24	CITY UTILITIES	$113,490.87	*72022400-55211*	*GOLF UTILTIES*	*$2,443.80*

List of Checks Presented for Approval on 4/19/2024

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	FEB 24	CITY UTILITIES	$113,490.87	*10022100-55210*	*UTILITIES*	*$8,564.74*
				10022300-55210	*UTILITIES*	*$4,898.10*
				10022700-55210	*UTILITIES*	*$1,871.29*
				10024214-55210	*UTILITIES*	*$1,269.76*
				10024620-55210	*UTILITIES*	*$694.58*
				20620231-55210	*UTILITIES*	*$103.15*
				20824300-55210	*UTILITIES*	*$2,136.46*
				20824700-55210	*UTILITIES*	*$10,594.04*
				64020213-55210	*UTILITIES*	*$446.32*
				73022600-55210	*UTILITIES*	*$2,441.09*
				77725200-55210	*UTILITIES*	*$5,113.71*
				80026400-55210	*UTILITIES*	*$2,067.62*
				80526150-55210	*UTILITIES*	*$9,073.95*
				82027111-55210	*UTILITIES*	*$18,608.55*
				83027330-55210	*UTILITIES*	*$2,391.37*
				84027221-55210	*UTILITIES*	*$259.60*
				84027225-55210	*UTILITIES*	*$40,512.74*
					Vendor Total:	*$113,490.87*
RAINBOW AGRICULTURAL SERVICES	70540/H	TRIMMER LINE	$64.23	*10022100-54100*	*SUPPLIES*	*$64.23*
	70731/H	THRUST PLATE	$38.10	*10024620-54100*	*SUPPLIES*	*$38.10*
	70579/H	PARTS & MISC SUPPLIES AS NEEDE	$96.83	*10024620-54100*	*SUPPLIES*	*$96.83*
					Vendor Total:	*$199.16*
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	24-04 HEALTHCOMP	APR 24 REMIF MEDICAL, DENTAL & VISION INS	$342,039.12	*20700000-20524*	*NON-EMPLOYEE HEALTH INS.PREM*	*($696.00)*
				20700000-20524	*NON-EMPLOYEE HEALTH INS.PREM*	*$436.80*
				20700000-20524	*NON-EMPLOYEE HEALTH INS.PREM*	*$2,272.68*
				20700000-20520	*P/R DEDUCT.-MEDICAL INS*	*$316,853.00*
				20700000-20510	*REMIF DENTAL*	*$19,769.24*

List of Checks Presented for Approval on 4/19/2024

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	24-04 HEALTHCOMP	APR 24 REMIF MEDICAL, DENTAL & VISION INS	$342,039.12	*20700000-20511*	*REMIF VISION*	*$3,403.40*
					Vendor Total:	*$342,039.12*
REDWOOD FORD	344100	ELEMENT ASSEMBLY	$23.08	*10022100-56130*	*EXTERNAL SERVICES*	*$23.08*
	344055	ELEMENT ASSEMBLY, FILTER	$32.56	*10024620-56130*	*EXTERNAL SERVICES*	*$32.56*
	171990	DIAGNOSIS, WIRE ASSEMBLY	$1,189.42	*80026110-56130*	*EXTERNAL SERVICES*	*$1,189.42*
	344061	FILTER ASSEMBLY	$9.49	*82027111-56130*	*EXTERNAL SERVICES*	*$9.49*
	344090	ANTI-FREEZE	$65.29	*82027111-56130*	*EXTERNAL SERVICES*	*$65.29*
					Vendor Total:	*$1,319.84*
REDWOOD TREE SERVICE STATIONS INC	MAR 24	CAR WASHES & INTERIOR CLEANING	$936.00	*10020210-56130*	*EXTERNAL SERVICES*	*$212.00*
				10023320-56130	*EXTERNAL SERVICES*	*$35.00*
				20324100-56130	*EXTERNAL SERVICES*	*$74.00*
				71021100-56130	*EXTERNAL SERVICES*	*$615.00*
					Vendor Total:	*$936.00*
REOA LTD	341	OFFICIATING OF ADULT SOFTBALL	$264.00	*10022821-52100*	*CONTRACTUAL SERVICES*	*$264.00*
	340	OFFICIATING OF ADULT SOFTBALL	$1,990.00	*10022821-52100*	*CONTRACTUAL SERVICES*	*$1,990.00*
					Vendor Total:	*$2,254.00*
REXEL USA INC	5A58827	SBA 10" COBRA	$102.14	*83027330-54102*	*SMALL TOOLS*	*$102.14*
	4X08440	WEATHERPROOF WIRE, UNDERGROUND WIRE	$101.16	*82027114-54100*	*SUPPLIES*	*$101.16*
					Vendor Total:	*$203.30*
ROGINA WATER COMPANY	MAR 24	WATER SERVICE: 1301 TALMAGE RD	$27.81	*10521210-55210*	*UTILITIES*	*$27.81*
					Vendor Total:	*$27.81*
RYAN LOTTEN	TA 4/28-5/3/24	TRAVEL ADVANCE	$1,416.33	*84027225-57100*	*LEARNING AND DEVELOPMENT*	*$1,416.33*
					Vendor Total:	*$1,416.33*
RYAN MATTHEW JACKSON	031424	CONSULTING SERVICES PALO ALTO DEVICES	$6,900.00	*20913900-52100*	*CONTRACTUAL SERVICES*	*$6,900.00*
					Vendor Total:	*$6,900.00*
SAFEWAY INC	MAR 24	MISC. PURCHASES AS REQUIRED	$696.33	*10022700-56300*	*BUILDING MAINT. & REPAIR*	*$16.52*
				10022700-56300	*BUILDING MAINT. & REPAIR*	*$102.31*

List of Checks Presented for Approval on 4/19/2024

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SAFEWAY INC	MAR 24	MISC. PURCHASES AS REQUIRED	$696.33	*73022601-54109*	*CATERING INVENTORY & SERVICES*	*$7.09*
				73022601-54109	*CATERING INVENTORY & SERVICES*	*$34.91*
				73022601-54109	*CATERING INVENTORY & SERVICES*	*$75.42*
				73022601-44921	*CATERING SALES*	*$43.86*
				10022700-54100	*SUPPLIES*	*$7.61*
				10022831-54100	*SUPPLIES*	*$118.17*
				20010000-54100	*SUPPLIES*	*$33.91*
				20012200-54100	*SUPPLIES*	*$13.98*
				20013400-54100	*SUPPLIES*	*$120.62*
				73022600-54100	*SUPPLIES*	*$33.63*
				73022600-54100	*SUPPLIES*	*$43.30*
				73022600-54100	*SUPPLIES*	*$45.00*
					Vendor Total:	*$696.33*
SARAH BROWN	TR 5/6-10/23	TRAVEL REIMUBURSMENT	$30.69	*20013210-57100*	*LEARNING AND DEVELOPMENT*	*$15.34*
				20013220-57100	*LEARNING AND DEVELOPMENT*	*$15.35*
					Vendor Total:	*$30.69*
SOUTHERN TIRE MART LLC	7740005300	TIRES, TUBES, REPAIRS & LABOR	$189.53	*10020210-56130*	*EXTERNAL SERVICES*	*$189.53*
	7740005376	TIRES, TUBES, REPAIRS & LABOR	$192.54	*10020210-56130*	*EXTERNAL SERVICES*	*$192.54*
	7740005263	TIRES, TUBES, REPAIRS & LABOR	$1,390.58	*80026110-56130*	*EXTERNAL SERVICES*	*$1,390.58*
	7740005182	TIRES, TUBES, REPAIRS & LABOR	$1,469.68	*80026110-56130*	*EXTERNAL SERVICES*	*$1,469.68*
					Vendor Total:	*$3,242.33*
STAPLES CREDIT PLAN	6000815369	LAMINATING POUCHES	$38.75	*10521210-54100*	*SUPPLIES*	*$38.75*
	6000815367	ENVELOPES, FOLDERS, PENS	$115.11	*10521210-54100*	*SUPPLIES*	*$115.11*
	6000815366	BINDER, BINDER INSERTS	$126.06	*20012100-54100*	*SUPPLIES*	*$126.06*
	6000815372	BINDER, BINDER INSERTS	$157.17	*20012100-54100*	*SUPPLIES*	*$157.17*
	6000815371	ERASABLE XTRA FINE PENS	$48.83	*20513300-54100*	*SUPPLIES*	*$48.83*
					Vendor Total:	*$485.92*

List of Checks Presented for Approval on 4/19/2024

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TAYLOR SIMKINS	TA 4/28-5/3/24	TRAVEL ADVANCE	$1,416.33	*84027225-57100*	*LEARNING AND DEVELOPMENT*	*$1,416.33*
					Vendor Total:	*$1,416.33*
THURSTON CHRYSLER DODGE JEEP RAM	25508	AD DETECTOR	$56.75	*10020210-56130*	*EXTERNAL SERVICES*	*$56.75*
	25532	LINKAGE	$139.43	*10020210-56130*	*EXTERNAL SERVICES*	*$139.43*
	25503	WINDOW MOTOR	$184.30	*10020210-56130*	*EXTERNAL SERVICES*	*$184.30*
	25449	SCREW TAP, SCREW HEX, SHIELD	$355.99	*10020210-56130*	*EXTERNAL SERVICES*	*$355.99*
	25506	HEADLAMP	$658.45	*10020210-56130*	*EXTERNAL SERVICES*	*$658.45*
					Vendor Total:	*$1,394.92*
THURSTON HONDA	63315	ALTERNATOR, GASKET	$1,390.08	*10020210-56130*	*EXTERNAL SERVICES*	*$1,390.08*
					Vendor Total:	*$1,390.08*
TRIPLE S CAMERA SHOP	128304	COUNCIL PHOTOS	$147.91	*20010000-54100*	*SUPPLIES*	*$147.91*
					Vendor Total:	*$147.91*
UKIAH DAILY JOURNAL	0006817333	PUBLISHING SERVICES FY 23/24	$39.07	*10020210-52515*	*ADVERTISING & PUBLICATION*	*$39.07*
	0006813558	PUBLISHING SERVICES FY 23/24	$159.91	*10023100-59101*	*FEES*	*$159.91*
	0006815006	PUBLISHING SERVICES FY 23/24	$61.46	*20012500-52150*	*LEGAL SERVICES/ EXPENSES*	*$61.46*
					Vendor Total:	*$260.44*
UKIAH PAPER SUPPLY	555210	JANITORIAL SUPPLIES, MISC AS N	$140.19	*73022600-56300*	*BUILDING MAINT. & REPAIR*	*$140.19*
	555316	JANITORIAL SUPPLIES, MISC AS N	$161.03	*10022100-54100*	*SUPPLIES*	*$161.03*
	555542	JANITORIAL SUPPLIES, MISC AS N	$347.39	*73022600-54100*	*SUPPLIES*	*$347.39*
	555321	JANITORIAL SUPPLIES, MISC AS N	$86.16	*82027111-54100*	*SUPPLIES*	*$86.16*
	555207	JANITORIAL SUPPLIES, MISC AS N	$258.88	*82027114-54100*	*SUPPLIES*	*$129.44*
				84027221-54100	*SUPPLIES*	*$129.44*
					Vendor Total:	*$993.65*
UKIAH VALLEY SANITATION DIST	81411 MAR 24	SEWER: 1500 S STATE ST	$96.90	*10521210-55210*	*UTILITIES*	*$96.90*
	90558 MAR 24	SEWER: 141 LOVERS LANE	$106.27	*10521210-55210*	*UTILITIES*	*$106.27*
	81411 FEB 24	SEWER: 1500 S STATE ST	$203.50	*10521210-55210*	*UTILITIES*	*$203.50*
					Vendor Total:	*$406.67*
UKIAH WASTE SOLUTIONS, INC	175793839U034	BIOSOLID REMOVAL	$11,619.19	*84027225-52100*	*CONTRACTUAL SERVICES*	*$11,619.19*
					Vendor Total:	*$11,619.19*

List of Checks Presented for Approval on 4/19/2024

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ULINE	176175585	STORM DRAIN FILTER	$313.54	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$313.54*
					Vendor Total:	*$313.54*
UNITED SITE SERVICES	INV-4386499	PORTABLE TOILET RENTAL CONTRAC	$158.54	*10022832-52100*	*CONTRACTUAL SERVICES*	*$158.54*
	INV-4388586	PORTABLE TOILET RENTAL CONTRAC	$99.74	*82027111-52100*	*CONTRACTUAL SERVICES*	*$99.74*
					Vendor Total:	*$258.28*
US BANK CORPORATE PAYMENT SERVICES	MAR 24	FIRE CAL CARD PURCHASES	$20,331.59	*10521210-54330*	*COMPUTER AND TECHNOLOGY*	*$124.03*
				10521210-56120	*EQUIPMENT MAINTENANCE & REPAIR*	*$244.50*
				10521210-56210	*FUEL & FLUIDS*	*$94.73*
				10521210-57100	*LEARNING AND DEVELOPMENT*	*($900.00)*
				10521210-57100	*LEARNING AND DEVELOPMENT*	*$2,853.84*
				91721400-80100	*MACHINERY & EQUIPMENT*	*$13,256.63*
				10521210-54102	*SMALL TOOLS*	*$377.02*
				10521210-54320	*SOFTWARE*	*$216.00*
				71021100-54320	*SOFTWARE*	*$49.95*
				10521210-54106	*SPECIALTY SUPPLIES*	*$584.38*
				71021100-54106	*SPECIALTY SUPPLIES*	*$2,842.45*
				10521210-54100	*SUPPLIES*	*$569.86*
				10521210-55100	*TELEPHONE*	*$18.20*
					Vendor Total:	*$20,331.59*
US CELLULAR	645528988	CELL PHONES	$194.78	*20913900-55100*	*TELEPHONE*	*$5.58*
				82027111-55100	*TELEPHONE*	*$162.28*
				84027225-55100	*TELEPHONE*	*$26.92*
					Vendor Total:	*$194.78*
WALMART COMMUNITY	424949	BAGELS, MUFFINS, DANISH FOR CATERING	$172.46	*73022601-54109*	*CATERING INVENTORY & SERVICES*	*$172.46*
	511828	DAYCAMP SUPPLIES	$187.09	*10022840-54100*	*SUPPLIES*	*$187.09*
	383869	LAUNDRY	$15.22	*73022600-54100*	*SUPPLIES*	*$15.22*
	144160	CONFERENCE CENTER BEVERAGES	$252.81	*73022600-54100*	*SUPPLIES*	*$252.81*

List of Checks Presented for Approval on 4/19/2024

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WALMART COMMUNITY	123929	COFFEE, KLEENEX	$21.73	*80026120-54100*	*SUPPLIES*	*$21.73*
					Vendor Total:	*$649.31*
WEX BANK	96280047	POLICE: FUEL	$51.12	*10020210-56210*	*FUEL & FLUIDS*	*$51.12*
					Vendor Total:	*$51.12*
XYLEM WATER SOLUTIONS USA INC	3556D13636	SMALL PUMPS, REPAIR KIT	$3,922.79	*84027221-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$1,330.00*
				84000000-44830	*REIMBURSABLE JOBS*	*$2,592.79*
					Vendor Total:	*$3,922.79*
ZAB ENTERPRISES INC	MAR 24 CC	PROVIDE MISC. FOOD DISHES AS N	$2,006.11	*73022601-54109*	*CATERING INVENTORY & SERVICES*	*$2,006.11*
					Vendor Total:	*$2,006.11*
					INVOICE TOTAL:	***$3,209,934.17***

List of Checks Presented for Approval on 4/26/2024

The following list of bills payable was reviewed and approved for payment.

MJR

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
295 GROUP LLC	CITY-001 1	FIELD DAY SUPPLIES	$381.08	*20016100-54167*	*EMPLOYEE DEVELOPMENT*	*$381.08*
					Vendor Total:	*$381.08*
ADVANCED COLLISION REPAIR INC	2520	REPAIR FRONT BUMPER, GRILLE, FRONT LAMPS, HOOD	$4,601.05	*10024620-56130*	*EXTERNAL SERVICES*	*$4,601.05*
	2528	REPAIR RETRAINT SYSTEMS, REAR DOOR	$2,486.68	*80026110-56130*	*EXTERNAL SERVICES*	*$2,486.68*
					Vendor Total:	*$7,087.73*
ALLEN JAMES	4/6/24	INSTRUCTOR	$612.50	*10022850-52100*	*CONTRACTUAL SERVICES*	*$612.50*
					Vendor Total:	*$612.50*
AMAZON CAPITAL SERVICES, INC	1HJ3-G4D6-CM7P	BAY LIGHT W/MOTION	$326.60	*84027225-56300*	*BUILDING MAINT. & REPAIR*	*$326.60*
	1MHPDWRF-699Q	MOTION SENSOR BAY LIGHTS	$631.44	*84027225-56300*	*BUILDING MAINT. & REPAIR*	*$631.44*
	16V4-GPJX-7FHF	NAPKIN HOLDER, NAPKINS	$44.42	*73022601-54109*	*CATERING INVENTORY & SERVICES*	*$44.42*
	1JLD-F9J9-RNRH	WIRELESS MOUSE, WORED MECHANICAL KEYBOARD	$333.14	*20324100-54330*	*COMPUTER AND TECHNOLOGY*	*$333.14*
	1KMM-3H33-1CH1	ADAPTER PLATE BRACKET, MONITOR ARMS, SAMSUNG CURVE	$1,151.33	*20324100-54330*	*COMPUTER AND TECHNOLOGY*	*$1,151.33*
	1VNV-JN1H-YNKJ	EMPLOYEE DEVELOPMENT SUPPLIES	$52.16	*20016100-54167*	*EMPLOYEE DEVELOPMENT*	*$52.16*
	1MY3-XK9K-TGWF	FIELD DAY SUPPLIES	$159.92	*20016100-54167*	*EMPLOYEE DEVELOPMENT*	*$159.92*
	1CWP-D4R7-9N1W	LATITUDE BATTERY	$74.00	*20913900-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$74.00*
	1T1V-TTN4-1NCJ	POWER SUPPLY WALL MT	$123.31	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$123.31*
	1XGR-HRHQ-QWPR	CARBURETOR	$32.65	*84027221-56130*	*EXTERNAL SERVICES*	*$32.65*
	1JHP-TWRN-37NV	ZIP TIES	$38.73	*10020210-54201*	*PRISONER EXPENSE*	*$38.73*
	1RY6-YQX6-3L6N	CONTRACTOR CLEAN UP BAGS	$108.80	*10020210-54201*	*PRISONER EXPENSE*	*$108.80*
	173R-6MTC-7C1Q	A9U ABACUS 6 FOOT CABLE	$977.70	*80026200-54102*	*SMALL TOOLS*	*$977.70*

List of Checks Presented for Approval on 4/26/2024

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES, INC	1TPT-CN7D-3CMR	SPECIAL EVENTS SUPPLIES	$137.16	*90000000-23256*	*SPECIAL EVENTS TRUST*	*$137.16*
	1RTD-3MKF-DFHR	FIELD DAY SUPPLIES	$63.09	*10012900-54100*	*SUPPLIES*	*$63.09*
	1QXJ-HPQ4-JHYN	MICRO USB CHARGING CABLE	$21.52	*10020210-54100*	*SUPPLIES*	*$21.52*
	1KD7-XRJK-QKXW	MOUNTED LIGHTS FOR GUNS	$558.92	*10020210-54100*	*SUPPLIES*	*$558.92*
	16RD-CDQ7-VTK4	VOLLYBALLS	$217.50	*10022810-54100*	*SUPPLIES*	*$217.50*
	1KMM-3H33-3JWR	COLOR CARDSTOCK	$22.17	*10023320-54100*	*SUPPLIES*	*$22.17*
	1KYT-VTRP-1JLJ	CHARGER BLOCK, DISPLAY PORT, FILE FOLDERS	$57.55	*10024210-54100*	*SUPPLIES*	*$57.55*
	14TQ-KCRC-VLGK	MAGNETIC MIC	$48.94	*10523600-54100*	*SUPPLIES*	*$48.94*
	1TPR-96K6-3VCY	FIELD DAY SUPPLIES	$7.28	*20012100-54100*	*SUPPLIES*	*$7.28*
	13JP-NRTJ-D6FW	REPLACEMENT FILTER BOTTLES	$467.88	*20824700-54100*	*SUPPLIES*	*$467.88*
	1DX1-LTPR-LHFM	PACKAGING TAPE	$8.68	*73022600-54100*	*SUPPLIES*	*$8.68*
	1CP4-FT3N-1MVV	SCRUB SPONGES, EXPO PENS	$17.87	*73022600-54100*	*SUPPLIES*	*$17.87*
	1NWJ-1D63-79PN	PLASTIC LABELS	$26.12	*73022600-54100*	*SUPPLIES*	*$26.12*
	1D69-477W-KC1H	USB FLASH DRIVE, LABEL MAKER REFILL	$27.16	*73022600-54100*	*SUPPLIES*	*$27.16*
	1NCN-4F66-KPR6	PAPER TOWELS	$31.56	*73022600-54100*	*SUPPLIES*	*$31.56*
	17C4-HCC9-1MJY	WOOD AND METAL COFFEE TABLE W/ STORAGE SELF	$65.31	*73022600-54100*	*SUPPLIES*	*$65.31*
	1XCN-C99N-9DJM	PAPER TOWELS, ABSORBENT TOWELS	$475.65	*80026110-54100*	*SUPPLIES*	*$475.65*
	11QV-76LF-193K	MITEL DUAL MODE GIGABIT PHONE	$43.50	*80026400-54100*	*SUPPLIES*	*$43.50*
	1WML-GLJT-9T34	PORTABLE LAPTOP CHARGERS	$95.14	*82027111-54100*	*SUPPLIES*	*$95.14*
	1MK7-M7GC-1FKJ	CAR CHARGER WIRELESS	$30.24	*82027114-54100*	*SUPPLIES*	*$30.24*
	1HJ3-G4D6-1Y7T	BEY BOX WITH COMBINATION LOCK	$39.18	*82027114-54100*	*SUPPLIES*	*$39.18*
	1MDX-WG7Y-R4G4	TRAIL CAMERA	$54.43	*82027114-54100*	*SUPPLIES*	*$54.43*
	13MH-3DXJ-34YK	PENS, PERMANENT MARKERS	$75.80	*82027114-54100*	*SUPPLIES*	*$75.80*
	16QQ-TT7R-LFNJ	RECHARGEABLE TACTICAL LED HEADLAMPS	$87.05	*82027114-54100*	*SUPPLIES*	*$87.05*
	19R1-KG9T-41YK	WILWAUKEE BIG HOLE SAW	$163.31	*84027221-54100*	*SUPPLIES*	*$163.31*
	1GHX-WDX6-C7HD	TACTICAL LIGHTS	$733.36	*84027221-54100*	*SUPPLIES*	*$225.01*
				84027221-54100	*SUPPLIES*	*$508.35*
					Vendor Total:	*$7,630.57*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AP TRITON CONSULTING LLC	2024-189	CONSULTINGS SERVICES FOR PHEMS	$5,000.00	*71021100-52100*	*CONTRACTUAL SERVICES*	*$5,000.00*
					Vendor Total:	*$5,000.00*
ARROW FENCING	51968	REPLACE GATE AND POST	$3,500.00	*77725200-56600*	*AIRFIELD MAINTENANCE & REPAIR*	*$3,500.00*
	51946	L M-892LT TRANSMITTERS	$241.35	*82027111-54100*	*SUPPLIES*	*$241.35*
					Vendor Total:	*$3,741.35*
AT&T	000021565817	FIBER INTERNET	$1,502.62	*20913900-52601*	*DATA STORAGE & CONNECTIVITY*	*$1,502.62*
	000021510040	TELEPHONE	$18.33	*10521210-55100*	*TELEPHONE*	*$18.33*
	000021510039	TELEPHONE	$29.35	*10521210-55100*	*TELEPHONE*	*$29.35*
					Vendor Total:	*$1,550.30*
BADGER METER INC	1643008	BMI PART NO: 100-1596 ULTRASONIC WATER METER LAY L	$4,894.03	*82027114-56130*	*EXTERNAL SERVICES*	*$4,894.03*
					Vendor Total:	*$4,894.03*
BOUND TREE MEDICAL LLC	85302499	MISC. SUPPLIES AS NEEDED	$267.98	*71021100-54107*	*EMS SUPPLIES*	*$267.98*
	85307267	MISC. SUPPLIES AS NEEDED	$303.87	*71021100-54107*	*EMS SUPPLIES*	*$303.87*
	85292121	MISC. SUPPLIES AS NEEDED	$808.48	*71021100-54107*	*EMS SUPPLIES*	*$808.48*
	85298681	MISC. SUPPLIES AS NEEDED	$1,978.75	*71021100-54107*	*EMS SUPPLIES*	*$1,978.75*
					Vendor Total:	*$3,359.08*
BRANDON COLLIS BEGLEY	27	ALS MEDICAL DIRECTION OVERSIGHt	$12,900.00	*10521210-52112*	*M. S. OVERSIGHT*	*$10,320.00*
				71021100-52112	*M. S. OVERSIGHT*	*$2,580.00*
					Vendor Total:	*$12,900.00*
CALIFORNIA INTERGOVERN-MENTAL RISK AUTHORITY	INV-2173	CIRA GL & WC DEDUCTIBLES FOR QTR ENDING 3/31/24	$68,022.04	*20216200-52522*	*LIABILITY & PROPERTY DEDUCT*	*$24,160.86*
				20116220-52525	*WORKER'S COMP. EXPENSE*	*$43,861.18*
					Vendor Total:	*$68,022.04*
CHRISTOPHER BARTHOLF	BA FY 23/24	BOOT ALLOWANCE	$97.98	*82027114-54100*	*SUPPLIES*	*$48.99*
				84027221-54100	*SUPPLIES*	*$48.99*
					Vendor Total:	*$97.98*

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CINDY SAUERS	4/16-17/24	REIMBURSEMENT: EUD LINEMAN APPRECIATION LUNCHEON	$810.41	*80026400-54100*	*SUPPLIES*	*$810.41*
					Vendor Total:	*$810.41*
CITY ADVISORS LLC	2024-011	ON CALL PLANNING SERVICES	$5,491.25	*10023100-52100*	*CONTRACTUAL SERVICES*	*$5,491.25*
					Vendor Total:	*$5,491.25*
COMCAST	0472 APR 24	INTERNET SERVICES	$163.86	*20913900-55100*	*TELEPHONE*	*$163.86*
	1296 APR 24	INTERNET SERVICES	$195.36	*20913900-55100*	*TELEPHONE*	*$195.36*
	9780 APR 24	INTERNET SERVICES	$255.73	*73022600-55100*	*TELEPHONE*	*$255.73*
					Vendor Total:	*$614.95*
CRAIG SCHLATTER	TR 4/10-12/24	TRAVEL REIMBURSEMENT	$684.74	*10023100-57100*	*LEARNING AND DEVELOPMENT*	*$684.74*
					Vendor Total:	*$684.74*
DANIEL JOHNSON	TA 4/8-19/24	TRAVEL ADVANCE	$180.00	*10020210-57100*	*LEARNING AND DEVELOPMENT*	*$180.00*
					Vendor Total:	*$180.00*
DEFATTE EQUIPMENT INC	34331	ARTICULATED BOOM LIFT	$1,360.94	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$1,360.94*
					Vendor Total:	*$1,360.94*
DEPT OF PLANNING & BUILDING	APRIL 3 2024	MAP REQUEST FOR APN 003-100-24 & 43	$30.00	*10023100-44830*	*REIMBURSABLE JOBS*	*$30.00*
					Vendor Total:	*$30.00*
DHARMA REALM BUDDHIST ASSOCIATION	204	FACILITY USE FEE BASKETBALL	$3,150.00	*10022831-52600*	*RENT*	*$3,150.00*
					Vendor Total:	*$3,150.00*
EFFICIENCY SERVICES GROUP LLC	00016530	ADMIN OF EUD PUBLIC BENEFITS	$3,950.00	*80626450-52137*	*PUBLIC BENEFITS PROGRAM MGMT*	*$3,950.00*
					Vendor Total:	*$3,950.00*
EUREKA OXYGEN CO	483741	EQUIPMENT MAINTANENCE	$310.32	*31122000-56300*	*BUILDING MAINT. & REPAIR*	*$310.32*
	U 204993	EQUIPMENT MAINTANENCE	$20.00	*10521210-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$20.00*
	U 205781	EQUIPMENT MAINTANENCE	$38.00	*10521210-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$38.00*
	486788	EQUIPMENT MAINTANENCE	$81.75	*10521210-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$81.75*
	486786	EQUIPMENT MAINTANENCE	$219.55	*10521210-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$219.55*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
EUREKA OXYGEN CO	486787	EQUIPMENT MAINTANENCE	$560.37	*10521210-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$560.37*
	U 205914	EQUIPMENT MAINTANENCE	$107.54	*20324100-54100*	*SUPPLIES*	*$107.54*
					Vendor Total:	*$1,337.53*
FABIAN VAZQUEZ	097603	REIMBURSEMENT: DOT PHYSICAL	$220.00	*10521210-54161*	*BACKGROUND & PHYSICALS*	*$220.00*
					Vendor Total:	*$220.00*
FEDERAL EXPRESS	8-467-29864	SHIPPING SERVICES	$150.05	*10020210-56130*	*EXTERNAL SERVICES*	*$18.74*
				10020210-54101	*POSTAGE*	*$65.46*
				10020210-54101	*POSTAGE*	*$65.85*
					Vendor Total:	*$150.05*
FILETRAIL INC	2024-0367	HOSTED FILE MANAGMENT SYSTEM	$686.25	*20012500-54320*	*SOFTWARE*	*$686.25*
					Vendor Total:	*$686.25*
FINANCIAL PACIFIC LEASING INC	7489123	FINANCING OF TWO PIERCE ENFORCEMENT	$63,979.74	*10000000-74501*	*CAPITAL LEASE INTEREST*	*$6,043.16*
				10000000-74500	*CAPITAL LEASE PRINCIPAL*	*$57,936.58*
					Vendor Total:	*$63,979.74*
FLEETPRIDE	116001793	KNOB-SQUARE, DASH CONTROL VALVE	$70.10	*10024620-56130*	*EXTERNAL SERVICES*	*$70.10*
	115895182	HUB CAP GSKT 6 HOLE	$14.51	*10521210-56130*	*EXTERNAL SERVICES*	*$14.51*
					Vendor Total:	*$84.61*
FRIEDMANS HOME IMPROVEMENT	INV18270731	MISC. ITEMS AS NEEDED	$33.78	*10521210-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$33.78*
	INV18268156	MISC. ITEMS AS NEEDED	$49.49	*10521210-54100*	*SUPPLIES*	*$49.49*
	INV18254186	MISC. ITEMS AS NEEDED	$17.40	*80026120-54100*	*SUPPLIES*	*$17.40*
					Vendor Total:	*$100.67*
GAYNOR TELESYSTEMS INC	INV000044166	KEYFOBS, ISO CARDS	$433.49	*20824700-54100*	*SUPPLIES*	*$433.49*
					Vendor Total:	*$433.49*
GHD INC	380-0047335	FLOOD MAPPING REVIEW AND SUPPO	$4,103.10	*10024210-52100*	*CONTRACTUAL SERVICES*	*$4,103.10*
					Vendor Total:	*$4,103.10*
GHILOTTI CONSTRUCTION COMPANY INC	6063*10	DOWNTOWN STREETSCAPE PHASE II	$210,666.90	*12024200-80230*	*INFRASTRUCTURE*	*$55,488.00*
				25224220-80230	*INFRASTRUCTURE*	*$23,863.73*
				80126100-80230	*INFRASTRUCTURE*	*$116,411.73*
				82027113-80230	*INFRASTRUCTURE*	*$7,451.72*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GHILOTTI CONSTRUCTION COMPANY INC	6063*10	DOWNTOWN STREETSCAPE PHASE II	$210,666.90	*84427221-80230*	*INFRASTRUCTURE*	*$7,451.72*
					Vendor Total:	*$210,666.90*
GIRARD & ASSOCIATES	725	FIRE AUTHORITY EMS CQI AUDIT A	$13,950.00	*10521210-52100*	*CONTRACTUAL SERVICES*	*$6,975.00*
				71021100-52100	*CONTRACTUAL SERVICES*	*$6,975.00*
					Vendor Total:	*$13,950.00*
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CI044345	HANDLELOCK, YELLOW	$229.52	*10521210-56130*	*EXTERNAL SERVICES*	*$229.52*
					Vendor Total:	*$229.52*
GRAINGER INC	9090114639	RETURN: CONNECTORS, ELBOW	($49.64)	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*($49.64)*
	8062697496	ELBOW, CONNECTOR	$46.53	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$46.53*
	9082375495	1/3 HP EFFLUENT PUMP TETHER FLOAT	$397.79	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$397.79*
	9071881271	CLAMP 2 PRONGS	$64.81	*84027225-56125*	*LAB EQUIP-REPAIR & MAINT.*	*$64.81*
	9685607807	CHEMICAL H2 S04	$115.80	*84027225-54103*	*LAB SUPPLIES*	*$115.80*
	9080276422	BUFFER SOLUTION	$126.34	*84027225-54103*	*LAB SUPPLIES*	*$126.34*
	9934735383	BUFFER SOLUTION, HUMIDITY INDICATOR	$150.88	*84027225-54103*	*LAB SUPPLIES*	*$150.88*
	9696806539	RETURN: PO 48262	($133.10)	*80026120-54100*	*SUPPLIES*	*($133.10)*
					Vendor Total:	*$719.41*
GREATER UKIAH CHAMBER OF COMMERCE	9301	LEADERSHIP CIRCLE MEMBERSHIP	$2,500.00	*20012200-57300*	*MEMBERSHIPS & SUBSCRIPTIONS*	*$2,500.00*
	3RD QTR 2024 TOT	TOT MEASURE X PERFORMANCE AGREEMENT	$25,054.00	*10112700-52115*	*PERFORMANCE AGREEMENTS*	*$25,054.00*
					Vendor Total:	*$27,554.00*
HACH COMPANY	13990210	CLEANING SOLUTION	$83.61	*84027225-54103*	*LAB SUPPLIES*	*$83.61*
					Vendor Total:	*$83.61*
HINDERLITER DE LLAMAS AND ASSOCIATES	SIN37116	SALES, USE & TRANSACTIONS TAX	$2,101.47	*20013400-52100*	*CONTRACTUAL SERVICES*	*$2,101.47*
					Vendor Total:	*$2,101.47*
JOHN FOSTER TRUCKING INC	29128	SHIPPING CONTAINER	$3,634.00	*82027114-54100*	*SUPPLIES*	*$1,817.00*
				84027221-54100	*SUPPLIES*	*$1,817.00*
					Vendor Total:	*$3,634.00*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JOSEPH GARCIA	TA 5/6-10/24	TRAVEL ADVANCE	$1,357.51	*80026110-57100*	*LEARNING AND DEVELOPMENT*	*$1,357.51*
					Vendor Total:	*$1,357.51*
KIMBALL MIDWEST	102099014	CABLE, CONNECTORS, PIN RECEPTACLE, LOCK NUT	$506.23	*20324100-56112*	*EQUIPMENT PARTS FOR RESALE*	*$506.23*
					Vendor Total:	*$506.23*
KONOCTI RIDGE CORPORATION	144634	EXTERMINATOR SERVICES	$85.00	*10521210-56300*	*BUILDING MAINT. & REPAIR*	*$85.00*
	142792	EXTERMINATOR SERVICES	$98.00	*10521210-56300*	*BUILDING MAINT. & REPAIR*	*$98.00*
					Vendor Total:	*$183.00*
LAKE PARTS INC	346604	CAP, CHUCK, GAUGE, ADAPTER, AIRCHUCK	$106.25	*10521210-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$106.25*
					Vendor Total:	*$106.25*
LIEBERT CASSIDY WHITMORE	262725	LEGAL SERVICES PERTAINING TO E	$1,233.50	*20016100-52150*	*LEGAL SERVICES/ EXPENSES*	*$1,233.50*
					Vendor Total:	*$1,233.50*
LIFE ASSIST INC	1427380	MISC. EMS SUPPLIES AS NEEDED	$218.55	*71021100-54107*	*EMS SUPPLIES*	*$218.55*
	1421631	MISC. EMS SUPPLIES AS NEEDED	$263.26	*71021100-54107*	*EMS SUPPLIES*	*$263.26*
					Vendor Total:	*$481.81*
LN CURTIS & SONS	INV805887	2.5GAL 2A WATER FIRE EXTINGUISHER	$1,896.63	*10521210-54102*	*SMALL TOOLS*	*$1,896.63*
					Vendor Total:	*$1,896.63*
MARIA C CEJA	1/16-3/27/24	REIMBURESMENT: BREAKROOM CREAMER, DEI MTG SUPPLIES	$280.12	*20012100-54100*	*SUPPLIES*	*$37.95*
				20012200-54100	*SUPPLIES*	*$242.17*
					Vendor Total:	*$280.12*
MARK PIPPIN	23890	AFTERSCHOOL SPORTS JERSEYS	$4,174.70	*10022840-54100*	*SUPPLIES*	*$4,174.70*
					Vendor Total:	*$4,174.70*
MARLA SWAN	4/10/24	REIMBURSEMENT: DISPATCHER WEEK SUPPLIES	$70.11	*20620231-54100*	*SUPPLIES*	*$70.11*
					Vendor Total:	*$70.11*
MARY ELIZABETH CHURCH	11582	DOOR HANGERS	$229.73	*20513380-54100*	*SUPPLIES*	*$229.73*
					Vendor Total:	*$229.73*
MAVERICK NETWORKS, INC	2401383	SERVICE: REMOTE T&M REMOTE	$120.00	*20913900-52100*	*CONTRACTUAL SERVICES*	*$120.00*
					Vendor Total:	*$120.00*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MEAD & HUNT INC	364853	CONSTRUCTION ADMIN SVCS FOR RU	$3,504.00	*77825200-80230*	*INFRASTRUCTURE*	*$3,504.00*
					Vendor Total:	*$3,504.00*
MICHAEL HOOVER	201206913142	REIMBURSEMENT: CERTIFICATION IICRC RENEWAL	$118.00	*10023320-57100*	*LEARNING AND DEVELOPMENT*	*$118.00*
					Vendor Total:	*$118.00*
MIKE GIBSON MANUFACTURING INC	96393	CARDBOARD TARGETS	$635.94	*90000000-20210*	*BASIC TAX 7.5%*	*$56.44*
				10020210-54100	*SUPPLIES*	*($56.44)*
				10020210-54100	*SUPPLIES*	*$635.94*
					Vendor Total:	*$635.94*
MYLES FISETTE	TR 1/30- 2/2/24	TRAVEL REIMBURSEMENT	$257.00	*20413500-57100*	*LEARNING AND DEVELOPMENT*	*$257.00*
					Vendor Total:	*$257.00*
NICK BARBIERI TRUCKING LLC	0102816-IN	CARDLOCK FUEL PURCHASES	$908.69	*20324100-58410*	*GARAGE LUBRICANTS & PARTS*	*$908.69*
					Vendor Total:	*$908.69*
OCCU-MED LTD	0424511	PRE-EMPLOYMENT PHYSICAL	$3,467.10	*10020210-54161*	*BACKGROUND & PHYSICALS*	*$887.50*
				10021210-54161	*BACKGROUND & PHYSICALS*	*$1,869.00*
				20016100-54161	*BACKGROUND & PHYSICALS*	*$710.60*
					Vendor Total:	*$3,467.10*
ONE TIME PAY VENDOR	63084-002	UTILITY REFUND: JACK REARDON	$50.13	*90100000-10421*	*UTILITY RECEIVABLES CLEARING*	*$50.13*
					Vendor Total:	*$50.13*
OPERATING ENGINEERS UNION	2404	APR 24 PW UNION DUES	$759.00	*20700000-20509*	*P/R DEDUCT.- UNION DUES*	*$759.00*
	2404-1	APR 24 ADMIN AND MAINT UNION DUES	$1,966.50	*20700000-20509*	*P/R DEDUCT.- UNION DUES*	*$1,966.50*
					Vendor Total:	*$2,725.50*
OWEN EQUIPMENT SALES	00063047	90 DEGREE NOZZLE, PUSH-LOCK TEE, DRAIN HOSE PLUG	$314.10	*10024620-56130*	*EXTERNAL SERVICES*	*$314.10*
	00063136	BALL VALVE, VALVE	$647.91	*82027114-56130*	*EXTERNAL SERVICES*	*$647.91*
	00063137	BALL VALVE, VALVE	$647.92	*82027114-56130*	*EXTERNAL SERVICES*	*$647.92*
					Vendor Total:	*$1,609.93*
PACE SUPPLY CORPORATION	029418953	1 1/2 ROYAL SLOAN, MVP METER CART ACTUATOR	$542.70	*20824700-56300*	*BUILDING MAINT. & REPAIR*	*$542.70*
	029393603	GASKETED SEWER PIPE	$676.59	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$676.59*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PACE SUPPLY CORPORATION	029431772	1X300 CTS 250PSI BLACK	$249.43	*84027221-54100*	*SUPPLIES*	*$249.43*
					Vendor Total:	*$1,468.72*
PACIFIC ECORISK INC	19707	ACUTE TOXICITY TESTING (100% EFFLUENT)	$3,855.00	*84027225-52100*	*CONTRACTUAL SERVICES*	*$3,855.00*
					Vendor Total:	*$3,855.00*
PAN-PACIFIC SUPPLY CO	29615526	FAIRBANKS VERTICAL TURBINE SOLIDS PUMP VSTH NEW 1	$34,563.95	*84027225-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$34,563.95*
					Vendor Total:	*$34,563.95*
PF PETTIBONE & CO	185701	RED MINUTE BOOK COVER, GOLD STAMPING, XEROGRAPHIC	$497.95	*20012500-54100*	*SUPPLIES*	*$497.95*
					Vendor Total:	*$497.95*
PFM ASSET MANAGEMENT LLC	14191626	FINANCIAL ADVISORY SERVICES	$2,595.13	*20015100-52100*	*CONTRACTUAL SERVICES*	*$2,595.13*
					Vendor Total:	*$2,595.13*
PG&E CO	3822-9 MAR 24	PACIFIC GAS & ELECTRIC	$14,162.39	*84027225-55200*	*PG&E*	*$7,158.08*
				10022100-55210	*UTILITIES*	*$8.11*
				10022300-55210	*UTILITIES*	*$8.11*
				10022700-55210	*UTILITIES*	*$112.65*
				20824700-55210	*UTILITIES*	*$4,256.51*
				70024500-55210	*UTILITIES*	*$822.81*
				73022600-55210	*UTILITIES*	*$198.83*
				73022600-55210	*UTILITIES*	*$1,168.81*
				77725200-55210	*UTILITIES*	*$18.24*
				82027111-55210	*UTILITIES*	*$377.85*
				84027221-55210	*UTILITIES*	*$32.39*
	1522-8 MAR 24	PACIFIC GAS AND ELECTRIC	$7.18	*10521210-55210*	*UTILITIES*	*$7.18*
	6833-2 MAR 24	PACIFIC GAS AND ELECTRIC	$890.89	*10521210-55210*	*UTILITIES*	*$890.89*
	6833-2 FEB 24	PACIFIC GAS AND ELECTRIC	$1,058.74	*10521210-55210*	*UTILITIES*	*$1,058.74*
	6124-2 MAR 24	PACIFIC GAS AND ELECTRIC	$1,803.96	*10521210-55210*	*UTILITIES*	*$1,803.96*
	8716-1 MAR 24	PACIFIC GAS AND ELECTRIC	$1,500.24	*82027111-55210*	*UTILITIES*	*$1,500.24*
					Vendor Total:	*$19,423.40*

List of Checks Presented for Approval on 4/26/2024

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PSOMAS	207124	LAND SURVEY & MAPPING SVCS-WES	$803.00	*20012200-52304*	*LAFCO FEES AND PROP TAX EXP*	*$803.00*
					Vendor Total:	*$803.00*
PUBLIC RISK, INNNOVATION, SOLUTIONS AND MANAGEMENT	24401101	EMPLOYEE ASSISTANCE PROGRAM	$67.62	*10521210-52181*	*VOLUNTEER EXPENSES*	*$67.62*
					Vendor Total:	*$67.62*
RADIAN GENERATION HOLDCO LLC	59021	COMPLIANCE & REPORTING SERVICE	$500.00	*80026400-52100*	*CONTRACTUAL SERVICES*	*$500.00*
					Vendor Total:	*$500.00*
RAINBOW AGRICULTURAL SERVICES	70771/H	SAFETY GLASSES, HEARING PROTECTOR	$54.40	*10022100-54100*	*SUPPLIES*	*$54.40*
	838549/H	FILLER CAP	$20.39	*82027114-54100*	*SUPPLIES*	*$20.39*
	70740/16	RAIN GEAR	$144.79	*82027114-54100*	*SUPPLIES*	*$72.40*
				84027221-54100	*SUPPLIES*	*$72.39*
					Vendor Total:	*$219.58*
RANDY BARTON	BA FY 23/24	BOOT ALLOWANCE	$272.14	*84027225-54100*	*SUPPLIES*	*$272.14*
					Vendor Total:	*$272.14*
RAY C STARKEY	P-2400324	SHIRTS, EMBROIDERY SERVICES : UPD	$168.76	*10020210-54100*	*SUPPLIES*	*$168.76*
	P-2400315	SHIRTS, EMBROIDERY SERVICES: UPD DISPATCH	$459.45	*20620231-54100*	*SUPPLIES*	*$459.45*
					Vendor Total:	*$628.21*
REDWOOD TOXICOLOGY LAB INC	00169820243	DRUG SCREEN TESTING	$53.02	*10020210-52100*	*CONTRACTUAL SERVICES*	*$53.02*
					Vendor Total:	*$53.02*
REDWOOD WASTE SOLUTIONS INC	175804353U039	GARBAGE SERVICE: 141 LOVERS LANE	$83.71	*10521210-55210*	*UTILITIES*	*$83.71*
	175804457U039	GARBAGE SERVICE: 1500 S STATE	$83.71	*10521210-55210*	*UTILITIES*	*$83.71*
					Vendor Total:	*$167.42*
RINEHART OIL INC	CL43234	FUEL CARD SERVICES AS PER ATTA	$862.06	*10022100-56210*	*FUEL & FLUIDS*	*$862.06*
	CL43229	FUEL CARD SERVICES AS PER ATTA	$107.67	*10024210-56210*	*FUEL & FLUIDS*	*$107.67*
	CL43235	FUEL CARD SERVICES AS PER ATTA	$2,042.00	*10024620-56210*	*FUEL & FLUIDS*	*$2,042.00*
	CL43189	FUEL CARD SERVICES AS PER ATTA	$3,950.26	*10521210-56210*	*FUEL & FLUIDS*	*$3,361.24*
				71021100-56210	*FUEL & FLUIDS*	*$589.02*
	CL43198	FUEL CARD SERVICES AS PER ATTA	$55.72	*20324100-56210*	*FUEL & FLUIDS*	*$55.72*

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RINEHART OIL INC	CL43232	FUEL CARD SERVICES AS PER ATTA	$308.63	*20324100-56210*	*FUEL & FLUIDS*	*$308.63*
	CL43228	FUEL CARD SERVICES AS PER ATTA	$240.98	*20513382-56210*	*FUEL & FLUIDS*	*$240.98*
	CL43233	FUEL CARD SERVICES AS PER ATTA	$186.08	*20824700-56210*	*FUEL & FLUIDS*	*$186.08*
	CL43209	FUEL CARD SERVICES AS PER ATTA	$1,654.10	*80026400-56210*	*FUEL & FLUIDS*	*$1,654.10*
	CL43231	FUEL CARD SERVICES AS PER ATTA	$559.39	*82027111-56210*	*FUEL & FLUIDS*	*$559.39*
	CL42759	FUEL CARD SERVICES AS PER ATTA	$2,048.48	*82027114-56210*	*FUEL & FLUIDS*	*$1,024.24*
				84027221-56210	*FUEL & FLUIDS*	*$1,024.24*
	CL43168	FUEL CARD SERVICES AS PER ATTA	$2,843.03	*82027114-56210*	*FUEL & FLUIDS*	*$1,421.52*
				84027221-56210	*FUEL & FLUIDS*	*$1,421.51*
					Vendor Total:	*$14,858.40*
ROBERT HULBERT	BA FY 23/24 2	BOOT ALLOWANCE	$93.90	*82027114-54100*	*SUPPLIES*	*$46.95*
				84027221-54100	*SUPPLIES*	*$46.95*
	BA FY 23/24 3	REIMBURSEMENT: BOOTS DAMAGED ON JOB	$225.60	*82027114-54100*	*SUPPLIES*	*$112.80*
				84027221-54100	*SUPPLIES*	*$112.80*
					Vendor Total:	*$319.50*
SAN FRANCISCO ROOFING SERVICES INC	RET23240903	CONTRACT WITHHOLDING: 2324090	$22,751.50	*20800000-20150*	*AP CONTRACT RETAINAGE*	*$251.50*
				20800000-20150	*AP CONTRACT RETAINAGE*	*$22,500.00*
					Vendor Total:	*$22,751.50*
SCOTT SHAVER	TR 3/11-15/24	TRAVEL REIMBURSEMENT	$655.32	*20913920-51291*	*MISC EMPLOYMENT COSTS*	*$655.32*
					Vendor Total:	*$655.32*
SEAN CONNELL	TR 3/31- 4/3/24	TRAVEL REIMBURSEMENT	$211.12	*10023200-57100*	*LEARNING AND DEVELOPMENT*	*$211.12*
					Vendor Total:	*$211.12*
SNAP-ON INDUSTRIAL	ARV/60992664	12 INCH ADJUSTABLE WRENCH	$246.12	*82027114-54102*	*SMALL TOOLS*	*$246.12*
					Vendor Total:	*$246.12*
SOLID WASTES SYSTEMS INC	MAR 24	RESIDENTIAL GARBAGE FEES	$66,704.82	*90200000-52170*	*UKIAH WASTE SOLUTIONS*	*$66,704.82*
					Vendor Total:	*$66,704.82*
SONSRAY MACHINERY LLC	PSO126370-1	ROCKER SWITCH	$202.07	*84027221-56130*	*EXTERNAL SERVICES*	*$202.07*
	PSO125987-1	BELTS, COOLANT RESERVOIR	$493.69	*84027221-56130*	*EXTERNAL SERVICES*	*$493.69*
					Vendor Total:	*$695.76*

List of Checks Presented for Approval on 4/26/2024

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	6000815370	PERMANENT MARKERS, ULTRA DUSTER, SCREEN WIPES	$156.88	*10521210-54100*	*SUPPLIES*	*$156.88*
					Vendor Total:	*$156.88*
STATE WATER RESOURCES CONTROL BOARD	44567 1	CERTIFICATION RENEWAL: R LOTTEN	$110.00	*84027225-57100*	*LEARNING AND DEVELOPMENT*	*$110.00*
					Vendor Total:	*$110.00*
STRYKER SALES CORPORATION	9205736200	POWER PRO COT	$31,133.60	*71021100-54102*	*SMALL TOOLS*	*$31,133.60*
					Vendor Total:	*$31,133.60*
SUNCOAST RESEARCH LABS INC	47586	55GA DRUM CITRUS KING DEGREASER	$5,085.00	*84027221-54100*	*SUPPLIES*	*$5,085.00*
					Vendor Total:	*$5,085.00*
TIMOTHY GUTIERREZ	TA 5/13-16/24	TRAVEL ADVANCE	$72.00	*10521210-57100*	*LEARNING AND DEVELOPMENT*	*$72.00*
					Vendor Total:	*$72.00*
TNEMEC CO INC	2661466	THINNER, POTA-POX PRIMER	$1,196.32	*82027111-56300*	*BUILDING MAINT. & REPAIR*	*$1,196.32*
					Vendor Total:	*$1,196.32*
TYLER TECHNOLOGIES INC	045-461347	INVENTORY IMPLEMENTATION SUPPORT	$1,480.00	*20413500-52100*	*CONTRACTUAL SERVICES*	*$1,480.00*
					Vendor Total:	*$1,480.00*
UKIAH DAILY JOURNAL	0006799752	PUBLISHING SERVICES FY 23/24	$110.71	*10521210-52150*	*LEGAL SERVICES/ EXPENSES*	*$110.71*
					Vendor Total:	*$110.71*
UKIAH MAIN STREET PROGRAM	1ST QTR 2024	1ST QTR 2024 DOWNTOWN IMPROVEMENT	$11,631.62	*31212600-52115*	*PERFORMANCE AGREEMENTS*	*$11,631.62*
					Vendor Total:	*$11,631.62*
UKIAH PAPER SUPPLY	555505	JANITORIAL SUPPLIES, MISC AS N	$42.64	*10521210-54100*	*SUPPLIES*	*$42.64*
	554741	JANITORIAL SUPPLIES, MISC AS N	$417.34	*84027225-54100*	*SUPPLIES*	*$417.34*
					Vendor Total:	*$459.98*
UKIAH TROPHIES & GIFTS	771092	ADULT BASKETBALL TROPHIES	$511.17	*10022821-54100*	*SUPPLIES*	*$511.17*
	161260	TROPHIES: DAY CAMP	$163.31	*10022840-54100*	*SUPPLIES*	*$163.31*
					Vendor Total:	*$674.48*
UKIAH VALLEY ASSOCIATION FOR HABILITATION INC	IN240117	JANITORIAL SERVICES AT WWTP FY	$618.00	*84027225-52100*	*CONTRACTUAL SERVICES*	*$618.00*

List of Checks Presented for Approval on 4/26/2024

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH VALLEY ASSOCIATION FOR HABILITATION INC	IN240317	JANITORIAL SERVICES AT WWTP FY	$1,080.00	*84027225-52100*	*CONTRACTUAL SERVICES*	*$1,080.00*
					Vendor Total:	*$1,698.00*
VAN LANT & FANKHANEL	041524	AUDIT SERVICES - FIRE DISTRICT	$7,875.00	*91521400-52100*	*CONTRACTUAL SERVICES*	*$7,875.00*
					Vendor Total:	*$7,875.00*
VITISYSTEMS INC	717467	CYANIDE	$339.15	*84027225-52100*	*CONTRACTUAL SERVICES*	*$339.15*
					Vendor Total:	*$339.15*
WIPF CONSTRUCTION LLC	11730	FIRE DAMAGE REPAIR AT NEW SERVICE CENTER ESTIMATE	$2,500.00	*80126100-80220*	*BUILDING IMPROVEMENTS*	*$2,500.00*
					Vendor Total:	*$2,500.00*
XEROX CORP	021137564	COPIER LEASE - SEE ADD'L DESCR	$180.96	*10022700-52100*	*CONTRACTUAL SERVICES*	*$180.96*
	021137563	COPIER LEASE - SEE ADD'L DESCR	$156.36	*10020210-54500*	*EQUIP RENTS AND LEASES*	*$109.45*
				20620231-54500	*EQUIP RENTS AND LEASES*	*$31.27*
				64020213-54500	*EQUIP RENTS AND LEASES*	*$15.64*
	021137570	COPIER LEASE - SEE ADD'L DESCR	$162.49	*10521210-54500*	*EQUIP RENTS AND LEASES*	*$162.49*
					Vendor Total:	*$499.81*
XYLEM WATER SOLUTIONS USA INC	3556D18179	GATEWAY CONTROL CONCERTOR	$1,332.68	*84027221-56120*	*EQUIPMENT MAINTENANCE & REPAIR*	*$1,332.68*
					Vendor Total:	*$1,332.68*
					INVOICE TOTAL:	***$723,412.09***

TO: MaryJo Reynolds, Accounts Payable
CC: Sarah Brown
FROM: Lauren Ruffin

RE: Payroll & Vendor Checks for Agenda Item
DATE: 04/05/24

FOR PAY DATE OF:	04/05/24		
PAYROLL PERIOD:	03/17/24	TO	03/30/24
PAYROLL CHECK #'s:	515346	TO	515414
PAYROLL STUB #'s:	127102	TO	127429

TOTAL EMPLOYEE CHECKS:		$40,713.47
TOTAL ACH TRANSACTIONS:	$	666,303.19
SUBTOTAL: PAYROLL CKS & DIRECT DEPOSITS	$	707,016.66
TOTAL VENDOR CHECKS:	$	462.50
TOTAL VENDOR EFT PAYMENTS	$	11,914.11
TOTAL EFT PAYMENTS - COU	$	386,003.26
SUBTOTAL: EFT PAYMENTS	$	398,379.87
GRAND TOTAL:	**$**	**1,105,396.53**

REISSUE OF VOID CK
OR MANUAL CHECK:

		PAYABLE TO:	
MISC check	515413	$712.47	BARNETT, ROBERT
	515414	$195.27	BARNETT, ROBERT

VOID CHECK NO: PAYABLE TO:

TO: MaryJo Reynolds, Accounts Payable
CC: Sarah Brown
FROM: Lauren Ruffin

RE: Payroll & Vendor Checks for Agenda Item
DATE: 04/19/24

FOR PAY DATE OF:	04/19/24		
PAYROLL PERIOD:	03/31/24	TO	04/13/24
PAYROLL CHECK #'s:	515415	TO	515484
PAYROLL STUB #'s:	127430	TO	127749

TOTAL EMPLOYEE CHECKS:		$36,617.08
TOTAL ACH TRANSACTIONS:	$	653,956.32
SUBTOTAL: PAYROLL CKS & DIRECT DEPOSITS	$	690,573.40
TOTAL VENDOR CHECKS:	$	462.50
TOTAL VENDOR EFT PAYMENTS	$	11,921.25
TOTAL EFT PAYMENTS - COU	$	374,397.76
SUBTOTAL: EFT PAYMENTS	$	386,781.51
GRAND TOTAL:	**$**	**1,077,354.91**

REISSUE OF VOID CK
OR MANUAL CHECK: PAYABLE TO:
MISC check

VOID CHECK NO: PAYABLE TO:

Agenda Item No: 8.b.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-184

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approval of Plans and Specifications for Gobbi Ckt (Circuit) 202 Switching and Reliability Enhancement Project, Specification 24-04 to Install Conduits, Pedestal and Padmount Switches (Electric Utility).

DEPARTMENT: Electric Utility

PREPARED BY: Sonu Upadhyay, Senior Power Engineer

PRESENTER: Sonu Upadhyay, Senior Power Engineer

ATTACHMENTS:

1. SPEC 24-04 Gobbi Ckt (Circuit) 202 Switching and Reliability Enhancement Project
2. Project Construction Drawing
3. Engineer's Estimate

Summary: Council will consider approving Plans and Specifications for Specification No. 24-04 for the installation of conduits, pedestal and padmount switches at three different locations to add switching capacity and enhance electric service reliability for the residents and businesses on Orchard Avenue and in Oak Manor subdivision.

Background: As part of the ongoing work to improve reliability throughout the system, the Electric Utility Department is upgrading and reconfiguring the electrical infrastructure and primary power lines at three different locations: 225 S Orchard Avenue, Southwest corner of Gobbi/Orchard, and 700 Block of East Gobbi Street. This work will enhance the switching capability and improve the reliability for electric customers on Orchard and in Oak Manor subdivision. The project will consist of all labor and materials for the installation of underground conduits, pedestal and padmount switches. Additionally, the Electric Utility Crews will install new conductors and associated equipment.

This project will provide additional electrical and switching capacity to improve reliability for area residences and businesses.

Discussion: Please refer to Attachment #1 for Plans and Specifications, Spec 24-04, Attachment 2 for Project Construction Drawings, and Attachment 3 for the Engineer's Estimate. The total cost of the projects is estimated at $126,811. The project will consist of trenching, backfilling, compacting and installing underground conduits, pedestal and padmount switch boxes.

The project has been allocated $100,000 in the Fiscal Year 2024 Capital Improvement Plan. Since the engineer's estimate exceeds this budget, a budget amendment may be proposed when the project is awarded, depending on the outcomes of the bidding process. Staff recommends approval of plans and specifications for Gobbi Ckt 202 Switching and Reliability Enhancement project.

Recommended Action: Approve Plans and Specifications for Gobbi Ckt (Circuit) 202 Switching and Reliability Enhancement Project, Specification 24-04, to install conduits, pedestal and padmount switches.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 80126100.80230.18358; $100,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Series 2022 Electric Revenue Bonds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Cindy Sauers, Electric Utility Director; Myles Fisette, Purchasing Manager

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI):Protect from dangerous emission by preventing fires.

GENERAL PLAN ELEMENTS (GP):GP-A4 - Public Facilities, Services, and Infrastructure Element, GP-A6 - Safety Element

Approved: _____
Sage Sangiacomo, City Manager

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS

FOR

GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT

SPECIFICATION NO. 24-04

DRAFT

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

Mandatory Pre-Bid Meeting
10:00 a.m., May 29, 2024
Southwest corner of Gobbi Street & S Orchard Avenue
Ukiah CA 95482

Bids Open: **June 11, 2024**
2:00 p.m.
Office of City Clerk

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

JOSEFINA DUEÑAS – MAYOR

DOUGLAS CRANE – VICE-MAYOR

SUSAN SHER – COUNCIL MEMBER

MARI RODIN – COUNCIL MEMBER

JUAN OROZCO – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER

CINDY SAUERS - DIRECTOR OF ELECTRIC UTILITY

MARY HORGER – FINANCIAL SERVICES MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

DRAFT

CITY OF UKIAH
DEPARTMENT OF ELECTRIC UTILITY
MAY 2024

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR
GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT
SPECIFICATION NO. 24-04

NOTICE IS HEREBY GIVEN that sealed standard proposals for **GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT, Specification 24-04**, will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on Tuesday, June 11, 2024. Bids shall be addressed to the City Clerk and shall be endorsed "**GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT** ". Bids are required for the entire work described herein. No fax bids will be accepted. As soon thereafter as possible, the bids will be publicly opened and read in the Council Chambers at 300 Seminary Avenue, Ukiah. The bid opening will also be visible via live streaming at http://www.cityofukiah.com/meetings/.

ENGINEER'S ESTIMATE OF QUANTITIES FOR BID ITEM #1
NEW PEDESTAL - 225 SOUTH ORCHARD AVE

Item No.	Description	Quantity	Unit of Measure
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	30	LF
2.	REMOVE AND REPLACE ASPHALT CONCRETE (24" TRENCH)	72	SF
3.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	40	FT
4.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	24	SF
5.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PEDESTEL BOX PAD (CITY TO PROVIDE)	1	EA
6.	LANDSCAPE REMOVAL AND REPLACEMENT	1	LS
7.	MOBILIZATION	1	LS
8.	DEMOBILIZATION	1	LS

ENGINEER'S ESTIMATE OF QUANTITIES FOR BID ITEM #2
NEW PADMOUNT SWITCH – SOUTHWEST CORNER OF GOBBI/ORCHARD

Item No.	Description	Quantity	Unit of Measure
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	80	LF
2.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	30	FT
3.	6' PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	100	FT
4.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	48	SF
5.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA

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ENGINEER'S ESTIMATE OF QUANTITIES FOR BID ITEM #3
NEW PADMOUNT SWITCH – 700 BLOCK OF EAST GOBBI STREET

Item No.	Description	Quantity	Unit of Measure
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	340	LF
2.	REMOVE AND REPLACE ASPHALT CONCRETE (24" TRENCH)	870	SF
3.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	180	FT
4.	6' PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	190	FT
5.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	12	SF
6.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA
7.	LANDSCAPE REMOVAL AND REPLACEMENT	1	LS

Plans and Special Provisions may be inspected and/or copies obtained from the City's website at www.cityofukiah.com/purchasing. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Myles Fisette, Procurement Manager at (707) 463-6225 or by email at mfisette@cityofukiah.com.

A MANDATORY PRE-BID MEETING will be held at 10 :00 a.m., May 29, 2024, at the southwest corner of Gobbi Street & S Orchard Avenue, Ukiah, California 95482.

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

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

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the DIR Director has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays, and Holidays including employer payment for health and welfare, vacation, pension and similar purposes for the City of Ukiah. Copies of his General Prevailing Wage Determination are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD/ The prime contractor for the work herein shall possess a current, valid State of California, Class A (General Engineering) or Class C-10 (Electrical) Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

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

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

PUBLISH ONCE: May 23, 2024

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INSTRUCTIONS TO BIDDERS

GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the City of Ukiah amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said City. Said check shall be forfeited, or said bond shall become payable to said City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with the City and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the City for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within SIXTY (60) calendar days. The Contractor will pay to the City the sum of five hundred ($500.00) dollars per day for each and every calendar days delay beyond the time prescribed.

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

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

Examination of Site, Drawings, Etc.

A mandatory pre-bid conference will be held at 10 a.m., May 29, 2024, at the southwest corner of Gobbi Street & S Orchard Avenue, Ukiah, California 95482, to fully acquaint interested Contractors with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Failure to attend the mandatory bid conference will be just cause for the bid to be rejected as non-responsive. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other

document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

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

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

Bidder Inquiries and Questions

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

Myles Fisette, Purchasing Manager
Email: mfisette@cityofukiah.com

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

Location of the Work

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

- 225 S Orchard Avenue
- Southwest corner of Gobbi/Orchard
- 700 Block of East Gobbi St

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GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

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

a. "City of Ukiah" or "City" shall mean the City of Ukiah, Mendocino County, California, acting through its City Council or any other board, body, official or officials to which or to whom the power belonging to the Council shall by virtue of any act or acts, hereafter pass or be held to appertain.

b. "Engineer" shall mean the Engineer duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.

c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him or her or them.

d. "Contractor" shall mean the party entering into contract with the City of Ukiah for the performance of work covered by this contract and his or her authorized agents or legal representatives.

e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the City or its duly authorized representatives.

f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.

g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.

h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the City, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to the City if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.

i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(THIS SECTION IS LEFT INTENTIONALLY BLANK)

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SECTION 2. AWARD AND EXECUTION OF CONTRACT

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

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

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

SECTION 3. SCOPE AND INTENT OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. BONDS

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

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

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

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

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

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

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5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury and property damage.

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

5-04. Other Insurance Provisions

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

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

2. The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

6. Course of Construction policies shall contain the following provisions:
   a.) The City shall be named as loss payee.
   b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

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

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

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

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

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.

(2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.

(3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

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

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

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

6-21. Wage Rates.

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

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

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.

4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.

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

6. Travel and Subsistence Payments.

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

7. Apprentices.

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

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

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

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

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

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

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

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

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

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer. In the event that a termination under this section is determined to be improper, such termination shall be deemed a constructive termination for convenience taken pursuant to section 7-12 below.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such

portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

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

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

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

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

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

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

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

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

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

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

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

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

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

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

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

SECTION 9. PROSECUTION OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 10. PAYMENT

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

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

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

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

10-03. Substitution of Securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Claims Procedure. Contractor shall timely comply with all notices and requests for changes to the contract time or contract price, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the contract time or contract price, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the contract or at law.

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

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

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

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

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made.
List of documents relating to claim:
Specifications
Drawings
Clarifications (Requests for Information)
Schedules
Other
Chronology of events and correspondence
Analysis of claim merit
Analysis of claim cost
Time impact analysis in CPM format

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

D. **City's Response.** Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City's governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

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

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

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

F. **Mediation.** Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

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

G. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

H. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of $375,000 or less:

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

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

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

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

11-04. Litigation and Forum Selection. Contractor and City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

Except as otherwise expressly provided by law, the parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract. The City disclaims an express or implied warranty that the plans and specifications identify all site conditions that could affect the time or cost to complete the Work.

11-05. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

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TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Scope of Work and Location. All the work to be performed will be within City of Ukiah located at:

- 225 S Orchard Avenue
- Southwest corner of Gobbi/Orchard
- 700 Block of East Gobbi St

The scope of work consists of trenching, backfilling, compacting and installing underground conduits, pedestal and padmount switch box.

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

Contractor to furnish all labor, methods, materials, tools, permits, licensing, certification, and equipment necessary to complete the work. All work is to be conducted in accordance with accepted industry practices.

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

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

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

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

The Contractor should familiarize themselves with the local conditions of the project sites. Failure to do so will in no way relieve them of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Myles Fisette at (707) 463-6225.

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

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

12-03. Arrangement of Plans. Plans delineating the scope of work are provided and indexed per Appendix "A" List of Drawings.

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12-04. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the works.

12-05. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him of responsibility for compliance with Section 5650 and 12015 of the Fish and Game code or other applicable statutes relating to pollution prevention or abatement.

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

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

- 225 S Orchard Avenue
- Southwest corner of Gobbi/Orchard
- 700 Block of East Gobbi St

12-08. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work.

12-09. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to the public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass until all work is completed.

12-10. Maintaining Traffic. Attention is directed to Section 7-1.08 "Public Convenience. "7-1.09, "Public Safety. "7-1.092. "Lane Closure." and 7-1.095. "Flagging Costs." of the California Standard Specifications.

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

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

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

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

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

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

12-15. Notification of Underground Service Alert (USA). The Contractor shall notify Underground Service Alert (USA) two (2) working days prior to any excavation.

USA dial (toll free) 1-800-227-2600

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SECTION 13 - PROJECT DETAILS/SCOPE OF WORK

13-01. General. Contractor shall be responsible for furnishing all labor, materials, equipment, tools and incidentals necessary for completing the projects at three different locations as shown on the plans and specifications. Locations of the work will be within City of Ukiah, as more specifically defined in the construction drawings attached with the specification 24-04.

- 225 S Orchard Avenue - Work will consist of trenching, backfilling, and compacting, installing 1-4" PVC Schedule 40 conduit, installing one (1) pedestal box pad (provided by City), blacktopping and removing and replacement of sidewalk according to City of Ukiah Electric Department drawing and in conjunction with all specification on the forementioned drawing.

- Southwest corner of Gobbi/Orchard - Work will consist of trenching, backfilling and compacting, installing 4" and 6" PVC Schedule 40 conduits, installing one (1) primary switch box pad (provided by City) and replacement of sidewalk according to City of Ukiah Electric Department drawings and in conjunction with all specification on the forementioned drawing.

- 700 Block of East Gobbi St - Work will consist of trenching, backfilling, compacting, and installing conduits, blacktopping, sidewalk removal and replacement, and other incidental and related work, as shown on the plans and specifications.

CUSTOMER SERVICE OUTAGE TIME SHALL BE CUT TO A MINIMUN AND SHALL NOT EXCEED ONE WORKDAY.

13-01 (a). Insurance Requirements. In addition to the project insurance requirements stated in Section 5,

13-02. Materials. Materials shall be new and of merchantable grade, free from defect. Contractor shall be responsible for providing any and all materials necessary for the completion of the project, which include, but are not limited to, all conduits, conduit sweeps and conduit fittings. Conduit sizes shall be as specified on the plans. Conduit shall be free of dirt, rocks or other obstructions which could prevent, hinder, or harm the installation of cable. Over-Rodding of the conduit shall be completed as indicated on the drawings in Appendix A. Mule Tape must be installed in each conduit. The open end of all conduits must be protected in such a manner that it prohibits dirt and debris from entering. The ends of all stub conduit shall be securely capped. No substitutions shall be permitted from the original specifications unless bidder obtains prior written approval.

13-03. Quantities. The preliminary estimate of the quantities of work to be done and materials to be furnished shown in the proposal are approximate only, being given as a basis for the comparison of bids. The City of Ukiah does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of work or to omit portions of the work that may be deemed necessary or expedient by the City.

Upon completion of successful bid, the Contractor shall furnish to the Engineer a cost break-down for each contract lump sum item.

The contractor shall determine the quantities of the items required to complete all work shown on the plans. Such quantities and their values (including labor, equipment, and materials) shall be included in the cost break-down submitted to the Engineer for approval. The sum of the quantity units' times the unit price shall equal the contract quantities and values used in the cost break-down submitted for approval. Unbalancing of the unit prices will not be allowed.

Overhead, profit, bond premium, temporary construction facilities, and other such items shall be included in each individual unit listed in the cost break-down, however, costs for traffic control system shall not be included.

No adjustment of the compensation will be made in the contract lump sum prices paid for various work items due to any differences between quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these Special Provisions.

The cost break-down shall be submitted to the Engineer within 10 working days after the contract has been approved. The cost break-down shall be approved by the Engineer, in writing, before any partial payments for the items of work will be made. The approved cost break-down will be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment of compensation for the items(s) of work due to the changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in the compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with increases and decreases in the quantity of a contract item of work in accordance with the Contractor bid price.

Additions or deletions in the quantity of work as set forth in these specifications and accompanying drawings for lump sum items may be ordered by the Engineer after the contract price has been adjusted accordingly to the satisfaction of both the Contractor and the City of Ukiah, and they have been accepted in writing by the Engineer.

13-04. Payment. Payment will be at the unit price bid and will be compensation in full for all labor, materials, equipment, tools, including all incidentals.

13-05. Trenching and Conduit. Trench depth and location may have to be adjusted slightly in the field to avoid existing facilities. Sewer and water laterals will be encountered. They will have to be worked around and any damage caused by construction activities are the responsibility of the Contractor. The Contractor shall pothole all underground utility locations to determine exact depth prior to trenching. Any damages to City or other utilities caused by trenching or other project operations shall be the Contractor's responsibility to repair to pre-damaged condition.

All conduits shall be mandrelled according to the conduit size.

13-06. Bonding and Grounding If a box is replaced with a ground bed, it must remain intact or be completely replaced should damage occur. This is the responsibility of the Contractor.

Known Ground beds are located at:
SB-N25 (located on drawing 6 of 10), Corner of Gobbi St. and Waugh Lane.

13-07. Maintaining Traffic. The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make all arrangements relative to keeping the working area clear of parked vehicles.

Lane closures shall conform to the provisions in the section of these special provisions entitled "Traffic Control".

See Section 13-25 for traffic camera requirements.

Payment – Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.

13-08. Dust Control and Watering. Dust control and watering shall conform to the provisions in Sections 10 "Dust Control" and 17 "Watering" of the California Standard Specifications and these Special Provisions.

The Contractor at their expense shall provide their own water for dust control and project construction.

Necessary precautions to prevent dust nuisance shall be taken during all phases of construction, on non-working days, and to final acceptance of the work.

Payment for dust control and watering shall be considered as included in the various items of work and no additional compensation will be allowed, therefore.

13-09. Traffic Control Traffic control shall conform to Section 12 "Construction Area Traffic Control Devices" of the California Standard Specifications and these Special Provisions. Attention is particularly directed to the "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES" published by Caltrans. Nothing in these Specifications is to be construed as to reduce the minimum standards set in said manual.

Traffic shall be maintained at all times as provided in these Special Provisions except as otherwise approved by the Engineer.

The Contractor will be required to keep all residents and businesses notified of the work schedule as it affects their access.

The Contractor shall maintain contact with the Ukiah Electric Utility Department dispatch office regarding start and completion of the following:

- Construction activity that may impede emergency vehicles, school buses, etc.
- Construction activity such as trenches or other excavation that prohibit access.
- Construction activity that removes a fire hydrant from service.

The Contractor shall provide the name and telephone number of a person directly responsible for the construction activity to the Ukiah Police and Fire Departments and Life Medical Paramedic Ambulance Service

The City will furnish "No Parking" signs which shall be posted by the Contractor.

The Contractor shall be responsible for supplying, installing, and maintaining such fences, barriers, lights, signs and flaggers as are necessary to give adequate warning to the public at all times that the road or street is under construction and of any dangerous conditions to be encountered as a result thereof.

All traffic control equipment shall be removed when it is no longer required.

Upon request, the Contractor shall submit to the Engineer a sketch showing the proposed signing and barricading to be used in the project.

All existing warning, regulatory, and information signs shall be maintained in a visible location during all phases of the construction by the Contractor.

If it becomes necessary for the City of Ukiah to replace or place additional barricades to provide adequate safety to the public, the Contractor will be charged $1 per barricade per day or portion thereof plus the cost of placement and removal. The Contractor will also be charged for replacement of damaged City barricades. The Contractor shall furnish and place barricades within 3 working days. No removal charge will be made if the Contractor returns City barricades to the Municipal Service Center.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved in furnishing and placing barricades, warning devices, and for flaggers as may be required by the Engineer shall be considered as included in the price paid for the various items of work, and no additional compensation will be allowed, therefore.

13-10. Protection of Existing Facilities Protection of existing facilities shall conform to all the applicable provisions in Section 8-1.10 "Utility and Non-Highway Facilities".

All known obstructions to the work are indicated on the plans. However, the City cannot guarantee the accuracy of this information. The Contractor will be held responsible for the maintenance and protection of or damage to existing facilities, structures, obstructions, and all underground facilities shown on the Plans or brought to the Contractor's attention during the work.

The Contractor shall notify owner agencies for locations of utilities or facilities prior to excavation.

The owning utility shall be immediately notified of any damage which is caused by the operations of the Contractor to any facility, utility, or structure. At the owning utility's discretion, repairs shall be made by the Contractor at the owning utility's direction or by the utility, all to the satisfaction of the Engineer.

13-11. Removal Methods All portions of existing concrete to be removed shall be removed in a smooth, neat, vertical plane. Where expansion, contraction or construction joints are not present, the concrete shall be saw cut to a minimum depth of 1-1/2 inches. If an expansion, contraction, or construction joint is within 3 feet of the concrete to be removed, the concrete shall be removed to that joint.

Prior to final paving, all portions of existing pavement to be removed shall be cut on a neat, straight line. Pavement removed outside the removal line shall be cut parallel to and at right angles to the removal line. The face of the cut shall be smooth and shall not overhang the removal area. Drop hammers are not allowed. Jackhammers may be used if the cuts are overlapped and meet the above criteria. Where edges of remaining pavement are raised by the removal method used, they shall be flattened with a mechanical tamper prior to setting frames or replacing pavement.

Where an excavation leaves less than 2 feet of pavement adjacent to the gutter, the remaining pavement shall be removed and replaced.

All removed material, unless otherwise specified, shall become the property of the Contractor, and shall be disposed of outside of the right-of-way.

13-12. Vacuum Excavation All pothole works to expose existing utilities shall be done by vacuum excavation methods. The preferred method of excavation shall be by high pressure air. Use of water fluid for excavation shall only be by permission of the City Engineer. Maximum dimension of the pothole shall be 12 inches by 12 inches. All excavation material shall be removed and disposed of by the contractor. Backfill material shall be Class 2 aggregate base compacted to 90% relative compaction. Prior to paving, the pothole shall be cut to provide a clean vertical edge to pave against. The final dimension of the pothole prior to paving shall be 12 inches by 12 inches maximum. The asphalt concrete shall be a ½ inch mix having a depth of 4 inches.

All pothole work shall comply with the Traffic Control provisions of these specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing the work involved in performing the pothole operation shall be considered as included in the price paid for the various items of work, and no additional compensation will be allowed, therefore.

13-13. Pipe and Structure Excavation, Backfill and Compaction Excavation and backfill for pipe, manholes and miscellaneous structures shall conform to the provisions in Section 19.3 "Structure Excavation and Backfill" of the California Standard Specifications, and these Special Provisions.

Pavement and concrete removal shall conform to Section 13-11 "Removal Methods" of these Special Provisions.

All excavation shall be made to the lines and grades shown on the Plans. Trench edges shall be no closer than 1 foot to the toe of the gutter unless otherwise approved by the Engineer. Where mud, peat or any unstable or objectionable material is encountered at or within 6 inches of the bottom of any excavation, such material shall be removed to a depth of at least 12 inches below the established grade and the trench brought to grade by placing a suitable material thoroughly compacted in place, all as approved by the Engineer.

Trench width, bedding and backfill for pipe shall conform to "Pipe Bedding and Backfill Requirements", as shown on plans.

Ponding or jetting of backfill is not allowed unless specifically shown on the Plans.

Trench backfills shall attain a relative compaction of 90 percent around conduit duct bank and 95 percent within

30” of finish grade. Backfill compaction within the structural section shall be as shown on the Plans. Structural backfill around all structures and manholes shall attain a relative compaction of 92 percent. The Contractor shall be responsible for scheduling compaction testing per City requirements (required every 50 lineal feet of trench). The cost for compaction testing shall be included in the total bid cost.

Backfill in street areas shall be brought to subgrade and the existing surfacing shall be replaced with the structural section shown on the Plans.

Trench backfills shall be accomplished as soon as possible after the pipe has been installed.

The Contractor shall conduct the construction operations so that trench backfill at all intersections is adequate to allow 2-way traffic in both directions during all phases of construction unless otherwise specified.

Payment for pipe and structure excavation and backfill shall be considered as included in the price paid for the various items of work requiring excavation and backfill and no additional compensation will be allowed, therefore.

13-14. Excavation Safety Excavation Safety shall conform to the provisions in Sections 5-1.02A "Trench Excavation Safety Plans" and 7-1.01E "Trench Safety" of the California Standard Specifications and these Special Provisions.

In making excavations for the project, the Contractor shall be fully responsible for providing and installing adequate sheeting, shoring, and bracing as may be necessary as a precaution against slides or cave-ins and to fully protect all existing improvements of any kind from damage.

The Contractor shall obtain a permit from the Division of Industrial Safety and shall submit a copy of the approved permit to the Engineer prior to the start of any excavation greater than 5 foot in depth. The cost of the permit shall be included in the total bid cost. If the shoring and bracing plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

The criteria given by the California Department of Industrial Relations are MINIMA for the conditions shown thereon. In addition to shoring the excavation as specified, it shall be the Contractor's responsibility to provide all additional shoring required to support the sides of the excavation against the effects of loads which may exceed those derived by using the criteria set forth by said governing agency. The Contractor shall be solely responsible for any damages which may result from failure to provide adequate shoring to support the excavations under any or all the conditions of loading which may exist, or which may arise during the construction project.

The contract price paid per lump sum for excavation safety shall include full compensation for furnishing all labor, materials, permits and equipment and for doing all work involved as specified under these Special Provisions and no additional compensation will be allowed, therefore.

13-15. Sprinklers and Landscaping All sprinkler systems, landscaping, sod, or turf shall be reinstalled to its original condition.

13-16. Clean-Up Clean-up shall conform to the provisions in Section 22 "Finishing Roadway" of the California Standard Specifications and these Special Provisions.

Upon completion of the work, and prior to requesting final inspection, the work area shall be thoroughly cleaned of all rubbish, construction forms, stakes, excess material, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.

Full compensation for clean-up shall be considered as included in the price paid for the various contract items of work requiring finishing, and no additional compensation will be allowed, therefore.

13-17. Aggregate Base Aggregate base shall be Class 2 and shall conform to the provisions of Section 26 "Aggregate Bases" of the California Standard Specifications and these Special Provisions.

Aggregate grading shall be 3/4" maximum unless otherwise approved by the Engineer. The Contractor shall submit current gradation, R-value, sand equivalent, and durability index test results as requested by the Engineer.

Aggregate base shall not be placed until the subgrade has been approved by the Engineer. In lieu of the placement requirements specified in Section 26, aggregate base material shall be placed upon prepared subgrade in a uniform windrow or layer, and after placing, the material shall be graded, compacted, and watered in accordance with the requirements of Section 26-1.05 "Compaction" of the California Standard Specifications and the construction plans. Motor graders may be used for the aforementioned grading.

Aggregate base shall be compacted as specified in the Standard Specifications to a relative compaction of 95 percent.

Finished grade shall be within 0.05 feet of plan grade.

The contract price paid per ton of aggregate base shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in
placing, compacting and watering aggregate base as shown on the plans and as specified in these Special Provisions, and no additional compensation will be allowed, therefore.

13-18. Asphalt Concrete Asphalt concrete shall be ½-inch maximum, medium grade, Type A and shall conform to these Special Provisions and the following sections of the Standard Specifications:

39-1	General
39-2	Materials
39-3	Storing, Proportioning and Mixing Materials
39-4.01	Subgrade
39-4.02	Prime Coat and Paint Binder

Paving asphalt shall be PG64-16 conforming to the latest published provisions in Section 92, “Asphalts,” of the California Standard Specifications. Asphalt Concrete pavement shall be placed at a minimum compacted thickness as shown on the Plans. Asphalt Concrete pavement shall be placed in lifts; the surface lift shall not exceed a compacted thickness of two (2) inches, initial spreading of asphalt shall be at a mix temperature not less than 250 degrees F. Breakdown compaction shall be completed before the temperature of the mix drops below 200 degrees F. (See Caltrans Std. Spec Section 39-6.01).

Binder Coat (tack coat) shall be Type SS-1, conforming to previsions of the American Asphalt institute Specifications and California Standard Specifications, Section 94, “Asphaltic Emulsions.” All articles apply except Article 94-1.07, “Measurement.”

Measurement: Asphalt concrete will be measured by the ton as determined by the Public Weighmaster Certificates. Duplicate load slips shall be furnished to the Engineer by and at the sole expense of the Contractor. Where the Contractor has performed unauthorized grinding, the Contractor shall backfill with asphalt concrete to the original subgrade plane shown on the Plans at the Contractor’s expense. The Engineer shall calculate the excess quantity of asphalt concrete necessary to backfill to the original subgrade plane and this quantity will be deducted from the total asphalt concrete tonnage installed.”

13-19. Asphalt Concrete Trench Paving. Asphalt concrete and the placing thereof shall conform to the requirements of Section 39, “Asphalt Concrete,” of the California Standard Specifications, and these Special Provisions.

Final asphalt concrete trench paving shall be 0.45’ to 12” outside either side of the trench width.

Asphalts: Temporary paving on all trenches shall be hot mix asphalt concrete installed a minimum 2” thick **placed each day** over the work.

The amount of asphalt binder to be mixed with the aggregate will be specified by the Engineer at the time of

paving. A different asphalt binder content may be specified for each lift and each location.

General Requirements: The Contractor shall provide compaction of backfill and base material as the job progresses, each day. Temporary paving will be placed over the work, each day, leaving not more than 100 feet unpaved. This temporary paving shall be removed for final trench paving. The balance of the trench shall be covered with skid resistant steel plates (with a coefficient of friction of 0.35 or greater per CTM342), capable of sustaining normal (H20) traffic loads without shifting or bouncing and shall be secured per Caltrans requirements. Hot Mix asphalt concrete shall be placed and compacted around all edges of steel plates with a sufficient width and gradual slope to provide a smooth transition to existing pavement.

Finished asphalt trench paving shall be even, smooth riding and have an appearance that is compatible to the surrounding surface, unless proper written approval has been provided by the Engineer.

The Engineer may require additional paving beyond the minimum dimensions shown in STD. 220 (36" beyond the trench wall), or as shown on the plans, where records indicate that the existing pavement or structural section is as shown on the plans.

Payment: Full compensation for furnishing and installing temporary and permanent trench paving shall be considered as included in the prices paid for the pipe items and no additional allowance will be made, therefore.

13-20. Curbs, Sidewalks and Miscellaneous Concrete Curb, gutter, sidewalk, driveways, alley approaches and any other miscellaneous concrete structures shall be constructed as shown on the plans, and applicable City of Ukiah Standard Plans, and shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" of the California Standard Specifications and these Special Provisions. Any damage to curbs, sidewalks, and other concrete because of construction activities are the responsibility of the Contractor to repair to pre-damaged condition.

a.) Earthwork: Earthwork shall conform to the plans and Section 13-12 of these Special Provisions.

The area between the right-of-way line and the back of sidewalk shall be graded to 1/4-inch per foot and sufficient compactive effort and moisture shall be applied to this area to prevent settlement. Voids shall be filled with topsoil, not sand. Water service or other boxes and facilities shall be adjusted to grade.

b.) Curb, gutter, and sidewalk: Curb, gutter and sidewalk shall be of monolithic construction. Construction joints shall be edged and shall conform to the proposed scoring pattern.

Expansion joint material shall be installed to the full depth of the concrete at locations shown on the plans and as designated by the Engineer.

Side inlets catch basin and drop inlet catch basin concrete may be placed against neat excavation of undisturbed earth.

Concrete retaining walls shall be formed with plywood and all exposed edges shall be edged. After the back form has been removed, the void shall be backfilled to grade with clean native topsoil.

c.) Commercial curb, gutter, and sidewalk: Commercial curb, gutter and sidewalk shall be of monolithic construction. Construction joints shall be edged and shall conform to the existing scoring pattern. Curb, gutter and sidewalk shall be constructed per City of Ukiah Standard Plan.

d.) Concrete: Portland cement concrete shall be Class "B" conforming to Section 90 "Portland Cement Concrete" of the Standard Specifications with a minimum compressive strength of 2500 psi at 28 days.

All concrete used shall be mixed completely in a truck mixer, commonly known in the industry as "transit-mixed concrete".

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e.) Forms: Forming requirements shall conform to the provisions in Section 73-1.04 "Forms" of the California Standard Specifications. If clean neat lines can be cut, the Contractor may pour against undisturbed earth with prior approval by the Engineer. If any sloughing or caving of material occurs, both front and back forms may be required.

Forms shall be true to lines and grades as shown on the plans.

Forms previously used shall be thoroughly cleaned before re-use. Before concrete is placed within any form, all inside surfaces of the forms shall be thoroughly coated with an approved oil.

All forms shall be free of any foreign material before placing concrete.

f.) Concrete Reinforcement: Mesh and reinforcing steel shall conform to the provisions in Section 52-1.02 "Materials" of the California Standard Specifications.

All reinforcing steel shall be accurately placed as shown on the plans.

All reinforcement shall be cleaned of dirt, rust, grease, loose scale and any other substance that may prevent concrete bonding. All reinforcement shall be securely positioned and supported so as to maintain the proper position during placement of concrete.

g.) Concrete Placement: Concrete shall not be placed without approval of the Engineer. Placing concrete without notifying the Engineer may be reason for rejection of the work.

Prior to placing concrete, the subgrade and inside face of the forms shall be thoroughly wetted as the Engineer may direct.

Concrete shall not be deposited when it appears likely that the air temperature may fall below 40°F during the placing of concrete or within the following 24 hours unless special approval has been received from the Engineer prior to placing of concrete. Concrete which, in the opinion of the Engineer, has been damaged by freezing shall be removed and replaced.

Monolithic curb, gutter and sidewalk or median curb and gutter may be placed with extrusion machinery. The machinery shall be approved by the Engineer prior to use.

The Contractor shall install benchmark monuments as shown on the plans. The City of Ukiah will furnish the benchmark monuments without cost to the Contractor.

If the plans do not call for sidewalk, side inlet catch basins shall be constructed with a 3-foot by 5-foot section unless otherwise indicated on the plans.

h.) Finishing: After steel troweling, the concrete surfaces shall be given a fine hair broom finish. Brooming on sidewalk shall be transverse to the length of curb.

All exposed concrete surfaces shall be finished unless otherwise directed by the Engineer.

Score marks and weakened plane joints shall be located as shown on the plans and as directed by the Engineer.

i.) Cure: Concrete cure shall be accomplished by either the water, pigmented curing compound or waterproof membrane method and shall conform to the provisions in Section 90-7 "Curing Concrete" of the California Standard Specifications. White pigmented curing compound shall not be used on exposed surfaces.

j.) Tolerances: Dimensional tolerances for concrete work are listed below. Work done outside of these tolerances will be rejected by the Engineer.

Curb, gutter, sidewalk thickness: Up to 1/4-inch below specified thickness.

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Flow line: Puddles shall not exceed 1/4-inch in depth, 6 inches in width or 10 feet in length. Grinding more than 1/2-inch and the use of epoxy fillers are not acceptable.

Sidewalk crossfall: Total crossfall on 5-foot sidewalks shall be within 1/2-inch of design.

Catch basins: The opening shall be a full 8 inches across the face of the catch basin with the top properly aligned within 3 inches of the base.

k.) Payment: Curb and gutter, sidewalk, street sign posts, driveways and mow strips shall be paid for under the various contract items and shall include full compensation for furnishing all labor, materials, including the cast-iron frames and grates, adjusting facilities within the sidewalk to grade, grading and adjustments at the back of walk, removal of existing facilities, tools and equipment, and for doing all work involved in their construction as shown on the plans and as specified under these Special Provisions, and no additional compensation will be allowed therefore.

13-21. Soil and Groundwater Disposal.

13-21 (A) General: Bidder's attention is directed to the fact that the proposed project is in an area that contains no known subsurface petroleum hydrocarbon contamination.

The contractor shall maintain awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the City immediately upon discovery. Conditions indicative of contamination may be either visual (staining in soil, sheen on water surface) or olfactory (petroleum hydrocarbon odors.)

Upon the discovery of suspected contaminated materials, the Contractor shall immediately provide 40-hour OSHA-HAZWOPER certified workers in the contaminated area. The Contractor shall also provide a field Site Safety Officer that is also an 8-hour OSHA-HAZWOPER Supervisor trained to directly oversee the contaminated materials removal and handling operation. All workers in this circumstance must have their initial and annual renewal refresher training, medical clearance, and personal protection equipment in accordance with 8CCR Section 5192.

13-21 (B) Soil: None of the excavated material shall be disposed of on the work site. All material excavated from trenches in the project area shall be the property of the Contractor. Prior to disposal of any excess material from the work site, the Contractor shall submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site. Contractor shall comply with all disposal regulations such as City, County, and/or State permits and license, as may be required.

13-21 (C) Water: Groundwater may be encountered during excavation. If it is encountered, the Contractor shall immediately notify the City. The Contractor shall **remove all water** which accumulates in the excavation during the progress of work until the pipe or other structures are installed and until backfilling has progressed to a sufficient height to anchor the work against possible flotation or leakage. At all times, the Contractor shall have a minimum of 2 working pumps available for immediate use at all times.

Water accumulated in excavations shall be discharged to the sanitary sewer under the supervision of City staff. Said water shall be disposed of in a manner as to cause no injury to public or private property or be a menace to public health. Sediment shall be removed from any water to be disposed of, prior to discharge, by placing the pump inlet hose into a sump filled with clean gravel, or a perforated bucket filled with clean gravel. The outlet of the pump shall have a filter sock installed to retain residual sediment.

If any odor, sheen or other visual discrepancy is noted during excavation or discharge, stop pumping and immediately notify the Engineer. Pumped groundwater will not be allowed into any watercourse or storm drain system.

Contractor shall be responsible for constructing, operating, and maintaining all necessary features to complete the work including furnishing, installing and maintaining all pumping and other equipment required to dewater any trenches containing water as may be encountered during performance of the work. Dewatering plan for each occurrence shall be approved by the Engineer prior to implementation. At the permanent conclusion of

dewatering operations, all dewatering equipment shall be removed from the job site.

Payment: Full compensation for disposal of all excavated material and trench water, including, but not limited to, transportation costs and soil disposal fees and providing all necessary equipment and labor (including back-up pumping equipment) shall be considered as included in the contract prices paid for various contract items of work and no additional compensation will be allowed therefor. The City will pay discharge fees for the necessary disposal of trench water.

13-22. Traffic Stripes and Pavement Markings Traffic stripes and pavement markings shall conform to the applicable provisions of Section 84, "Traffic Stripes and Pavement Markings," of the California Standard Specifications, City of Ukiah Standards, and these Special Provisions and shall be placed at the locations shown on the plans.

Stripes and pavement markings shall be thermoplastic.

Existing stripes and pavement markings which are damaged by the work shall be replaced. Replaced sections shall match existing sections. Patching is not acceptable in lieu of complete replacement.

Payment: **Traffic Stripes and Pavement Markings** shall be paid for at the contract lump sum price, which price shall include full compensation for furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified, including

- removal of existing striping and markings,
- furnishing all paint and glass beads,
- thermoplastic pavement marking material,
- tape,
- eradication of existing and temporary traffic stripes,
- temporary traffic stripes and pavement markings,
- replacement of damaged stripes and markings,

and doing all the work involved as herein specified and no additional allowance will be made, therefore.

13-23. Signal, Lighting and Electrical Systems All work shall meet the requirements of Section 86-1.02 "Regulations and Code" of the California Standard Specifications.

13-24. Maintaining Existing Systems The Contractor shall maintain existing signal and lighting systems in accordance with Section 86-1.05 "Maintaining Existing and Temporary Electrical Systems" and these Special Provisions.

13-25. Maintaining Traffic and Pedestrian Operations. The Contractor must so conduct his or her operations so as to cause the least possible obstruction and inconvenience to public traffic. All traffic control and related devices shall conform to requirements set forth in the California MUTCD. All traffic must be permitted to pass through the Work unless otherwise approved by the PM.

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

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

13-26. Accessibility. Where approved in writing by the PM and the Department of Public Works, the Contractor must construct and maintain detours for the use of public traffic at his or her own expense. Failure or refusal of the Contractor to construct and maintain detours so approved at the proper time will be a material breach of the Contract subject to any and all remedies available pursuant to the Agreement and at law and equity. Such remedies include, but are not limited to, termination.

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

Activity	Written Approval	Notify	E-mail address	Contact Phone #
Road Closure*	Public Works Project Manager	Public Safety Public Works Project Manager	dispatchers@cityofukiah.com sstrader@cityofukiah.com sbozzoli@cityofukiah.com	(707) 463-6262 (707) 467-5719 (707) 467-5775
Lane Closure*	Public Works Project Manager	Public Safety Public Works Project Manager	dispatchers@cityofukiah.com sstrader@cityofukiah.com sbozzoli@cityofukiah.com	(707) 463-6262 (707) 467-5719 (707) 467-5775
Driveway or Property Access Restriction		Project Manager	sbozzoli@cityofukiah.com	(707) 467-5775

*Requires 48 hr. advanced notification

13-27. Public Safety. The Contractor must at all times conduct the Work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

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

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

13-28. Payment. Payment for all work and work requirements specified in this Scope of Work shall be considered as included in the Contract Price and no additional allowances shall be made, therefore.

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

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

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

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended. The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.

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BID SUBMITTAL CHECKLIST

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

Did you include?...

- **Proposal** (Page 41)
  - Unit prices filled out clearly.
  - Extended prices filled out clearly and calculated correctly
  - Total bid amount filled out clearly and calculated correctly
  - Sign the proposal, and provide complete information
  - CLSB No. and expiration date
  - Department of Industrial Relations Public Works Contractor Registration Number
- **Fair Employment Practices Certification** (Page 46)
  - Filled out completely per instruction
- **Worker's Compensation Certificate** (Page 47)
  - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment** (Page 48)
  - Filled out completely per instruction
- **List of Proposed Subcontractors** (Page 49)
  - Filled out completely per instruction
- **Statement of Experience** (Page 50)
- **Signature of Bidder** (Page 51)
  - Filled out completely per instruction
  - Authorized signature provided
- **Bidder's Bond** (Page 52)
  - Filled out completely per instruction
- **Non-Collusion Affidavit** (Page 53)
  - Filled out completely per instruction
  - Notarized
- **Iran Contracting Act Certification (Page 54)**
- **Addenda Issued**
  - Check the City website for any addenda issued: www.cityofukiah.com/purchasing. Please note that actual acknowledgment of addenda is not required to submit with your bid. Refer to Section 1-11 and 3-07 of the General Conditions.

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CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

PROPOSAL

FOR

GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT

SPECIFICATION NO. 24-04

The undersigned, as bidder, declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained

   a) to provide all necessary machinery, tools, apparatus and other means of construction;

   b) to furnish all materials;

   c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;

   d) to pay all charges of freight transportation and hauling;

2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and

3) that he or she will accept as full payment therefor the following sums:

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BIDDING SCHEDULE

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the “Total” column, then the amount set forth in the “Total” column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the “Total” column shall be the unit price;
2. As to unit basis items, the amount set forth in the “Total” column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the items in the “Total” column. In case of discrepancy between the sum of the items in the “Total” column and the amount entered as Total Base Bid, the sum of the “Total” column items shall prevail. The bid comparison will be based on the sum of the items in the “total” column for each bidder.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated.

Lowest bid will be based on the lowest Base Bid.

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NAME OF BIDDER: _____
SPEC #: **24-04**
PROJECT NAME: **GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT**

BASE BID ITEM #1
NEW PED - 225 S ORCHARD AVE - BIG LOTS

Item No.	Description	Quantity	Unit of Measure	Unit Price	Item Total
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	30	LF	$_____	$_____
2.	REMOVE AND REPLACE ASPHALT CONCRETE (24" TRENCH)	72	SF	$_____	$_____
3.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	40	FT	$_____	$_____
4.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	24	SF	$_____	$_____
5.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PEDESTAL BOX PAD (CITY TO PROVIDE)	1	EA	$_____	$_____
6.	LANDSCAPE REMOVAL AND REPLACEMENT	1	LS	$_____	$_____
7.				$_____	$_____
8.				$_____	$_____
				TOTAL BID ==>>	$_____

BASE BID ITEM #2
ORCHARD AND GOBBI ST – NEW PADMOUNT SWITCH

Item No.	Description	Quantity	Unit of Measure	Unit Price	Item Total
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	80	LF	$_____	$_____
2.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	30	FT	$_____	$_____

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3.	6’ PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	100	FT	$_____	$_____
4.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	48	SF	$_____	$_____
5.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA	$_____	$_____
				TOTAL BID ==>>	$_____

BASE BID ITEM #3
NEW PADMOUNT SWITCH – 751 EAST GOBBI ST

Item No.	Description	Quantity	Unit of Measure	Unit Price	Item Total
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24”X59” TRENCH)	340	LF	$_____	$_____
2.	REMOVE AND REPLACE ASPHALT CONCRETE (24” TRENCH)	870	SF	$_____	$_____
3.	4” PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	180	FT	$_____	$_____
4.	6’ PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	190	FT	$_____	$_____
5.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	12	SF	$_____	$_____
6.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA	$_____	$_____
7.	LANDSCAPE REMOVAL AND REPLACEMENT	1	LS	$_____	$_____
				TOTAL BID ==>>	$_____

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TOTAL BASE BID AMOUNT IN FIGURES➔ Total Base Bid (#1 through #3) amount in words: _____Dollars	**$**_____

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

Witness our hands this day of _____, 20____.

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

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

Department of Industrial Relations Public Works Contractor Registration Number: _____

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

_____

_____

_____

_____

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

_____

_____

_____

DRAFT

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO:_____

_____

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

SPEC 24-04 GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT

_____
(Signature of Bidder)

Business Mailing Address:

_____

_____

_____

Business Location:

_____

_____

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

DRAFT

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this_____ day of _____, 200____

Signature of Bidder, with Business Address:

_____

_____

_____

_____

DRAFT

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date_____

_____

_____

_____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

DRAFT

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor.(See General Conditions Section 1-09.) Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

DRAFT

STATEMENT OF EXPERIENCE OF BIDDER

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

DRAFT

SIGNATURE(S) OF BIDDER

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

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

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

_____

_____

_____

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

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

_____

_____

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

Business address: _____

_____

Place of residence: _____

_____

Dated: _____

DRAFT

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____

_____, as SURETY,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on June 11, 2024 for GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT, SPEC. NO. 24-04.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20_____.

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

Address: _____

_____

_____

DRAFT

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT, SPEC. NO. 24-04 by contract, being duly sworn, deposes and says:

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

_____

_____

_____
Signature(s) of Bidder

Business Address:_____

_____

_____

Place of Residence:_____

_____

_____

NOTARIZATION

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

_____

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

My Commission Expires _____, 20 ____.

DRAFT

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

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

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

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

Signed_____

Titled_____

Firm_____

Date_____

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

DRAFT

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT

SPECIFICATION NO. 24-04

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Article 1. Work to be Done and Contract Days Allowed.

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within <<NINETY>> (<<90>>) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer.

Article II. Contract Prices.

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

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

Article III. Labor Discrimination.

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

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

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

(a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.

(b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.

(c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

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

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

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(e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.

(f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.

(g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

(4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:

a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.

b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.

(5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.

(h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.

(i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

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

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

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

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

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

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

_____
CITY ATTORNEY, CITY OF UKIAH

DRAFT

INDEMNIFICATION AGREEMENT

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

Contractor is

_____

_____ for Ukiah.

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

Accordingly, Contractor agrees as follows:

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

CONTRACTOR

BY: _____

TITLE: _____

DRAFT

CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____,
AS PRINCIPAL, and

_____,
AS SURETY,

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

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

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

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

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

In the presence of:

WITNESS:

_____

_____(SEAL)
(Individual Principal)

_____
(Business Address)

_____
(City/State/Zip Code)

DRAFT

WITNESS:

_____

_____(SEAL)
(Corporate Principal)

_____
(Business Address)

_____
(City/State/Zip Code)

ATTEST:

_____

_____
(Corporate Principal) Affix Corporate Seal

_____
(Business Address)

_____
(City/State/Zip Code)

ATTEST:

_____ _____ Affix Corporate Seal
(Corporate Surety)

_____
(Business Address)

_____
(City/State/Zip Code)

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

The total amount of premium charges is $_____..

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

_____ Affix Corporate Seal

DRAFT

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL**,
and
_____

_____, **AS SURETY**,

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

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

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

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

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

In the presence of:

WITNESS:

_____

_____(SEAL)
(Individual Principal)

_____
(Business Address)

_____
(City/State/Zip Code)

DRAFT

WITNESS:

_____

_____(SEAL)
(Corporate Principal)

_____
(Business Address)

_____
(City/State/Zip Code)

ATTEST:

_____

_____
(Corporate Principal) Affix Corporate Seal

_____
(Business Address)

_____
(City/State/Zip Code)

ATTEST:

_____ _____ Affix Corporate Seal
(Corporate Surety)

_____
(Business Address)

_____
(City/State/Zip Code)

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

The total amount of premium charges is $_____..

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

_____ Affix Corporate Seal

DRAFT

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.

2. The name of the Principal shall be shown exactly as it appears in the Contract.

3. The penal sum shall not be less than required by the Specifications.

4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.

5. If the Principal is a corporation, the bond shall be executed under its corporate seal.
   If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.

6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.

7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.

8. The date of the bond must not be prior to the date of the Contract.

9. The following information must be placed on the bond by the surety company:

   a. The rate of premium in dollars per thousand; and

   b. The total dollar amount of premium charged.

10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.

11. Type or print the name underneath each signature appearing on the bond.

12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

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CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as **PRINCIPAL**

and_____

_____, as **SURETY**,

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____

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

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

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

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

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

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

_____(Seal)

BY:_____(Seal)

_____(Seal)
Principal

_____(Seal)

BY:_____(Seal)

_____(Seal)
Surety

DRAFT

Switching and Reliability Enhancement Project

Project Locations - 225 S Orchard Ave, Southwest corner of Gobbi/Orchard, 700 Block of East Gobbi St

CONSTRUCTION RESPONSIBILITIES

A. CONTRACTOR TO FURNISH AND/OR INSTALL:

1. All trenching, backfill and compaction per City Specifications, AT&T requirement and Comcast Specifications. Construction work shall be done according to applicable rules and regulations.
2. Clean sand shall be used to backfill to a minimum of 3 in. above conduit(s) when a single layer of conduit is placed. Slurry cement per Caltrans Specification 19.3.02E shall be used when more than one conduit layer is present or conduits are placed in spacers.
3. All conduit, see Conduit Table A. Including all stubs for future.
4. Concrete bags are required at all vertical 90' degree bends. 2 bags for 1-2 conduits, 6 bags for 3-4 conduits, and 8 bags for 5-6 conduits. The amount of bags may be increased in the field by Project Manager, if required, and will be paid on line item.
5. Remove and replace existing asphalt concrete and sidewalk as required to install conduits and related equipment per City specifications. Please contact COU Public Works Department.
6. Prove and install pull line (Mule Tape - 2500 lbs., ¾" polyester) in all conduit (electric, phone and cable). All Mule Tape shall have footage markers. UEUD Project manager shall be present for all mandrelling and conduit must be proved in both directions. Conduit line items are paid in actual footage at time of proving conduit.
7. Exact grade and location for all equipment:
   a. Primary Vault (installation only) 504 vault with 6" riser and cover Specification # 317 2530
   b. Padmount transformer box pad (installation only) Specification # 922 5402 & 317 2425 (4)
   c. Primary Pedestal enclosure box pad (installation only) Specification # 922 5405 & 317 2431
   d. Grounding per Electrical Construction Standard 314 1007 at each primary vault, primary junction box and grounding per Electrical Construction Standard 314 1008 at each transformer pad, primary pedestal enclosure, primary riser and each location otherwise noted on plans.
   e. Secondary electric boxes (installation only) Specification # 311 2105
   f. Bumper posts per City of Ukiah Specification # 326 1503.
8. Excavation, backfill and compaction for primary vaults, including installation of 12" to 18" of drain rock below vault. (Hydro hammer is not to be used around substructures) City of Ukiah to inspect each primary junction box upon project backfill completion. Box to be set level and flush with adjacent paving. Vaults located in traffic locations may require a 2'-3' apron at the discretion of the COUEUD Project Manager.
9. CATV SERVICE VAULTS - shall be N30, N36 & B48 (w/ 10" extension) per Comcast Specifications. Service box shall be Oldcastle Precast and marked CABLE TV. The cover shall be a reinforced concrete lid. Conduit entry and service box placement shall meet Comcast Specifications. Exact grade and location for all CATV equipment shall be met.
10. AT&T SERVICE BOXES - shall be Jensen Precast K243630AT with H-20 traffic rated non-skid covers or approved equal. Exact grade and location for all AT&T equipment shall be met. All conduit entries to AT&T boxes and vaults shall be horizontal.
11. During Construction signage in business districts are required at each end of the project and all intersections indicating businesses are open. Signage must be approved by the City of Ukiah Electric Utility Department.

CITY OF UKIAH TO SUPPLY THE FOLLOWING MATERIALS AND SERVICES:

12. Conductor, terminations, equipment and labor necessary to convert the existing overhead system to an underground system.
13. Answer questions regarding the drawing, specifications and locations of all electrical substructures.
14. Inspection of all electrical substructures prior to backfill.
15. Primary vault(s) (material only).
16. Padmount transformer box pad(s) (material only).
17. Primary pedestal enclosure box pad(s) (material only).
18. Secondary services boxes (material only).

CONDUIT TABLE A

		Size	Electric	Cable TV	Phone
Conduit in Trench[1]	Minimum Radius 90° Elbows	1"	18"	18"	-
		2"	24"	24"	60"
		3"	36"	24"	-
		4"	36"	-	60"
		6"	48"	-	-
	Conduit Type	All	PVC 40[2]	PVC 40	PVC 40
	Fittings Type	All	TC-3 Long Line Couplings		
	Standards	All	NEMA TC-2 UL 651 UL 514B		
	Color	All	Gray	White	Gray or White
	Marking	All		"CATV" Every 5'	
Streetlight Boring Conduit[3]	Conduit Type	1"	HDPE Smoothwall Sch 40	N/A	N/A
	Standards	All	NEMA TC 7 ANSI D1248	N/A	N/A
	Color	All	Gray	N/A	N/A

1. Conduits shall be joined using a medium body, clear, electrical conduit PVC solvent cement approved by the UEUD.
2. Risers locations: Sweeps Shall be schedule 40 with concrete bags on the vertical 90 degree bends, but shall be schedule 80 and steel conduit coming out of the ground. UEUD requires compaction tests for all trenches in roadway, every 200', and every intersection crossing. Conduit shall be stubbed 6" above ground level and mounted per spec 311 2007.
3. Conduit shall be installed by horizontal directional drilling (boring). Conduit shall be equipped with SILICORE® inner lining or approved equivalent system for ease of installing conductor. Conduit shall be continuous - couplings or joints are not permitted except couplings may be used immediately adjacent to streetlight foundations, junction boxes and /or power sources for connection of a schedule 40 elbow to the HDPE conduit. Couplings shall be of the compression type.

CONSTRUCTION NOTES:

a. Electrical substructures including conduit and grounding shall be inspected by the UEUD for proper installation prior to backfill of any excavation. You may call the UEUD at (707) 467-5775 to schedule inspection. The Contractor shall notify the UEUD 48 hours in advance of any inspection to be performed outside the normal workday (Monday through Thursday)

b. Contractor to be responsible for condition of all substructures (for example, trench settlement, damaged substructures, etc.) until one year after the date of completion of project.

c. Contractor shall not excavate until all utility agencies have been given the opportunity to mark their facilities in the field.

d. Contractor shall pothole all underground utilities locations to determine exact depth prior to trenching. Contractor shall follow all USA laws.

e. All landscape shall be returned to its original condition, or better; including repairs of all water lines that were removed due to construction.

f. All road closures must be approved by the City of Ukiah 72 hours in advance.

g. Existing utilities are shown in approximate locations based on available records. Service laterals are not indicated. Contact public works engineering department at 707-463-6282. It is the Contractor's responsibility to determine actual vertical and horizontal alignments of any and all utilities in the vicinity of the work area prior to any work being performed and shall adjust the depth of the new utilities to clear as directed by the Engineer. The City of Ukiah and the Engineer assume no responsibility for underground obstructions that may be encountered.

h. Any damages to City or other utilities caused by project operations shall be the contractor's responsibility. Contractor must repair all disturbed or damaged conduit immediately regardless if the conduit appears abandoned and must notify the owner utility for immediate repair. No conduit is to be considered abandoned unless the utility owner gives written permission.

i. Caution shall be exercised when digging within the dripline of any tree. Roots larger than 2 inches shall not be cut without permission from the Engineer. In the event that a tree root larger than 2 inches needs to be removed, the root pruning shall be performed by a City approved licensed arborist only. Contact the City Public Works Department for a list of approved arborists, 707-463-6282.

j. Contractor shall protect and preserve City survey monuments. If not possible contractor shall coordinate 10 days in advance with City of Ukiah for referencing of existing monuments prior to work in the area. If monument(s) are disturbed contractor shall reconstruct per City Standards. Please Contact the City Public Works Engineer, 707-463-6284.

k. Contractor shall notify all customers within the construction zone of proposed work schedule at the start of project.

l. Contractor shall notify all customers 48 hours in advance of any construction or disruption of traffic flow impacting the property and any driveway closures by hanging door knockers and distributing flyers at each residence or business entrance.

m. Contractor shall remove and replace sidewalk and concrete planter strips to the nearest transverse score mark on both sides as required by the Engineer for conduit installations. Contact the City Public Works Engineering Department, 707-463-6282, for sidewalk specifications and concrete color matching. Concrete color must match existing.

n. All trenches shall be backfilled and compacted per City Specifications. Compaction tests are required for all trenches in roadway, every 200', and for every intersection crossing.

o. Trench depth and location may have to be adjusted in the field to avoid existing facilities. All depth changes must be approved by engineer.

p. All conduit shall be proved with the appropriate size mandrel to match conduit size and must be acceptable to the UEUD. Conduit shall be free of dirt, rocks or other obstructions which could prevent, hinder or harm the installation of electric cable. Project Manager shall be present for all mandrelling and conduit must be proved in both directions. Conduit line items are paid by actual footage at time of proving conduit.

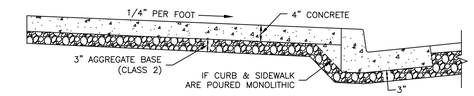
q. Mule Tape shall be installed in all conduits (electric, phone & cable). The open end of all conduits must be protected in a manner that prohibits dirt or debris from entering. Mule tape shall have footage markers.

r. Maximum deflection of a 20' section of conduit shall be 5" unless pre-made bends are used.

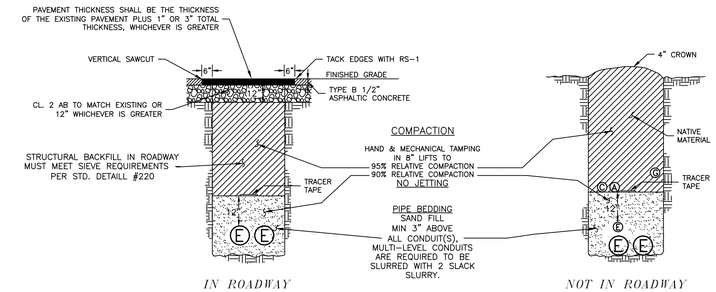
s. Standard interlocking conduit spacers that provide a separation of 2" (min) between conduit shall be used, where specified. Spacers shall be spaced 5' apart (max.) or where conduit transitions are made. Provisions must be made ahead of time to keep conduit from floating during slurry pour.

t. The ends of all stub conduits shall be securely capped. All trenching of electrical conduit shall have tracer tape installed above electrical conduit.

u. The UEUD shall assist the contractor with the installation of all conduit into any energized equipment (vaults, pads or boxes). An UEUD Qualified Electrical Worker is required to be present during the installation of conduit into any energized equipment. Customer service outage time should be held to a minimum and shall not exceed one working day. All outages shall be coordinated with the City of Ukiah Electric Department.



CURB & SIDEWALK SECTION



TRENCH DETAILS

TRENCH SPECIFICATION

1) CONFORM TO THESE SPECIFICATIONS AND REQUIREMENTS OF THE CITY ENGINEER.

2) COMPACTION: CONFORM TO SECTION 19-5, "COMPACTION" OF CALTRANS STANDARD SPECIFICATIONS, THESE PLANS, AND REQUIREMENTS OF THE CITY ENGINEER. CONTRACTOR TO PROVIDE INDEPENDENT MATERIALS AND COMPACTION TESTING.

3) AGGREGATE SUBBASE: CLASS 3. CONFORM TO SECTION 25, "AGGREGATE SUBBASES", OF CALTRANS STANDARD SPECIFICATIONS. SUBJECT TO CITY ENGINEER'S INSPECTION AND APPROVAL, REUSE EXITING SURFACING AND AGGREGATE BASE. CRUSH A.C. PAVEMENT FOR REUSE AS REQUIRED. IF EXISTING MATERIAL IS INSUFFICIENT IN QUALITY OR QUANTITY USE CLASS 2 AGGREGATE SUBBASE.

4) AGGREGATE BASE: CLASS 2, CONFORM TO SECTION 26, "AGGREGATE BASES", OF CALTRANS STANDARD SPECIFICATIONS.

5) ASPHALT CONCRETE: TYPE B. CONFORM TO SECTION 39, "ASPHALT CONCRETE", OF CALTRANS STANDARD SPECIFICATIONS.

6) FOG SEAL COAT: CONFORM TO SECTION 37, "BITUMINOUS SEALS", OF CALTRANS STANDARD SPECIFICATIONS.

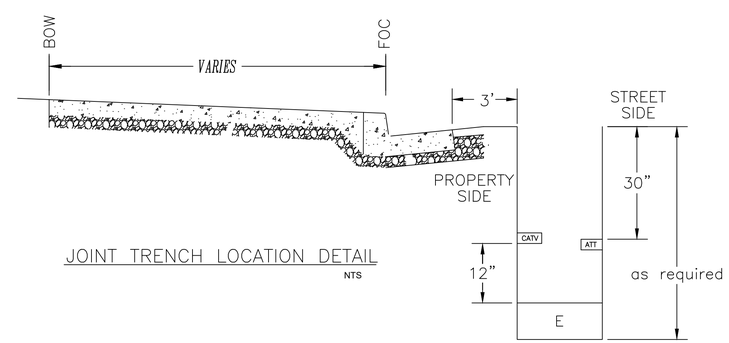
7) CONCRETE: CLASS B. CONFORM TO SECTION 90, "PORTLAND CEMENT CONCRETE", OF CALTRANS STANDARD SPECIFICATIONS.

8) TRAFFIC STRIPES: CONFORM TO SECTION 84, "TRAFFIC STRIPES AND PAVEMENT MARKINGS", OF CALTRANS STANDARD SPECIFICATIONS.

9) ANY SIDEWALK REMOVAL AND REPLACEMENT SHALL BE DONE TO SCORE LINES.

10) TRENCH WIDTH TO BE 24" IN THE STREET AND 12" FOR RESIDENTIAL SERVICE UNLESS OTHERWISE SPECIFIED. DEPTH TO VARY DEPENDING ON CONDUIT SIZE AND CLEARANCE.

11) TWELVE INCHES OF SEPARATION MUST BE KEPT BETWEEN ELECTRIC AND ALL OTHER UTILITIES.



JOINT TRENCH LOCATION DETAIL
NTS

WARNING
0 1/2" 1"
0' 10' 20'
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

THE PLACEMENT OF BOXES/VAULTS AND CONDUITS AS SHOWN ON PLANS ARE FOR RECOMMENDED INSTALL ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE CORRECT LOCATION AND DEPTH WITH APPROPRIATE AGENCIES. NEITHER UTILITY DESIGN SERVICES LLC NOR THE DESIGNER ASSUME ANY RESPONSIBILITY FOR FINAL INSTALLATION.

No.	REVISIONS	DATE	DSG. BY	BY	CKD	APPD
2	Specifications, Contractor Responsibilities, & Notes updated	1/30/2024	ENG DPT	KJ		

CALL BEFORE YOU DIG 800-642-2444 USA

City of Ukiah
ELECTRIC UTILITY DEPARTMENT

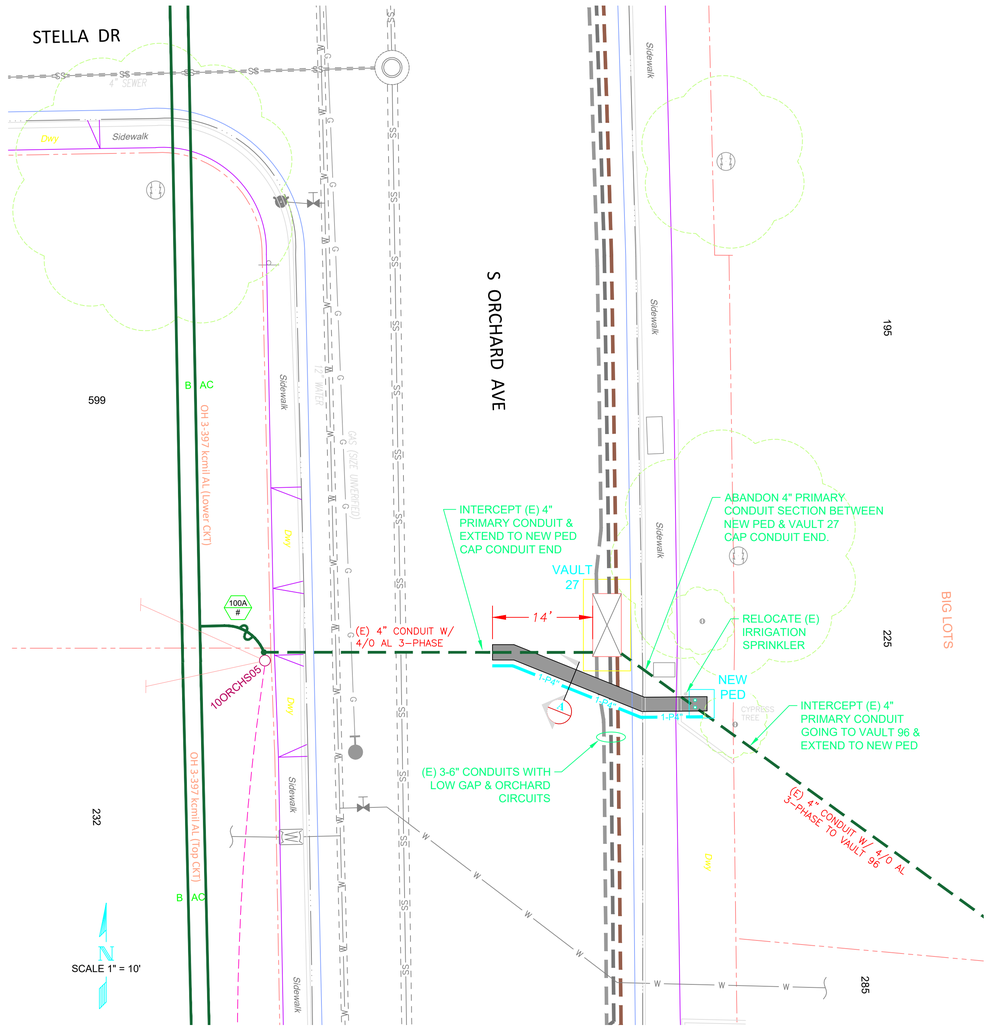
DATE	DESIGNED	DRAWN	CHECKED	AS BUILT
5/7/2024	AMS	AMS		

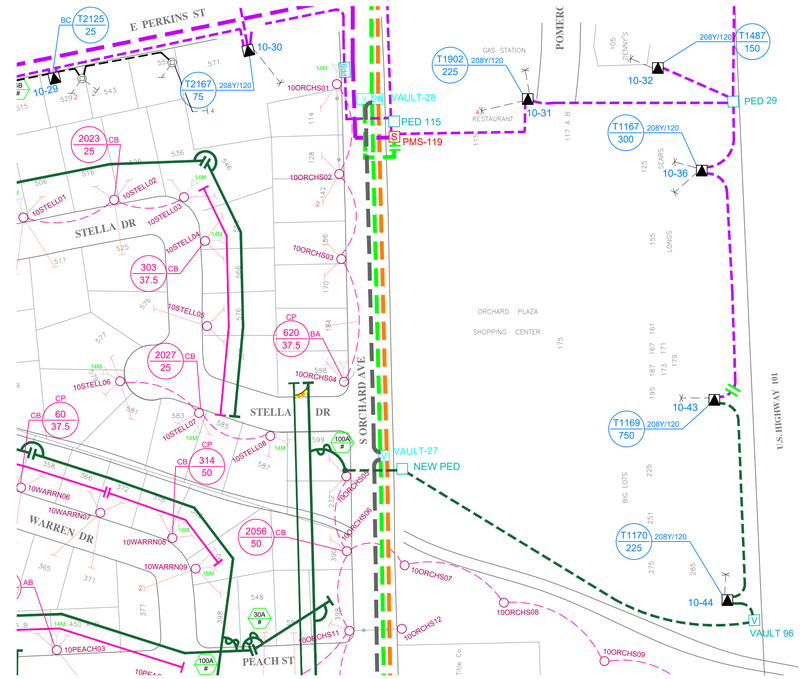
APPROVED BY:

TITLE: Switching and Reliability Enhancement Project

Project Locations - 225 S Orchard Ave, Southwest corner of Gobbi/Orchard, 700 Block of East Gobbi St

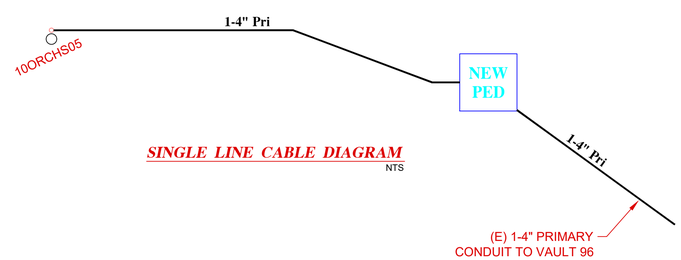
W.O.	-
GRID	9
SCALE	1" = 20'
DWG. No.	-
SHEET	1 of 4





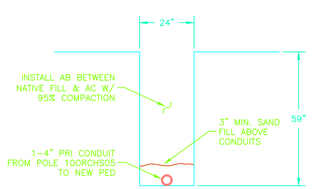
ONE LINE DIAGRAM

SCALE: 1"=100'



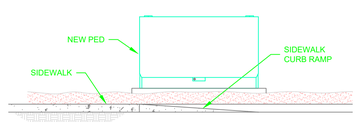
SINGLE LINE CABLE DIAGRAM

NTS



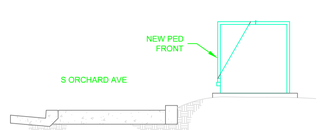
TRENCH SECTION A

SECTION VIEW NTS



NEW PED - WEST ELEVATION

PED BIG LOTS 1"=3'



NEW PED - SOUTH ELEVATION

PED BIG LOTS 1"=3'

LEGEND:

- PADMOUNT TRANSFORMER (SIZE AS NOTED)
- EXISTING PADMOUNT TRANSFORMER
- PPB — PRIMARY PULL BOX
- PED — PRIMARY
- V — PRIMARY VAULT
- S — SWITCH
- SECONDARY SERVICE JUNCTION BOX
- NEW PRIMARY TRENCH
- (E) — ALL EXISTING EQUIPMENT NOTED AS (E)
- EXISTING UNDERGROUND PRIMARY
- EXISTING UNDERGROUND SECONDARY
- EXISTING UNDERGROUND SERVICE
- TRENCH SECTION IDENTIFIER / TRENCH SECTION SYMBOL / SHEET NUMBER

0 1/2" 1" 0' 5' 10'

WARNING
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

CITY UTILITIES PACIFIC BELL CALL BEFORE YOU DIG USA 800-227-2600 P.G&E. CABLE TV

CITY OF UKIAH
ELECTRIC UTILITY DEPARTMENT

DATE	DESIGNED	DRAWN	CHECKED	AS BUILT
02/5/22	AMS	AMS		

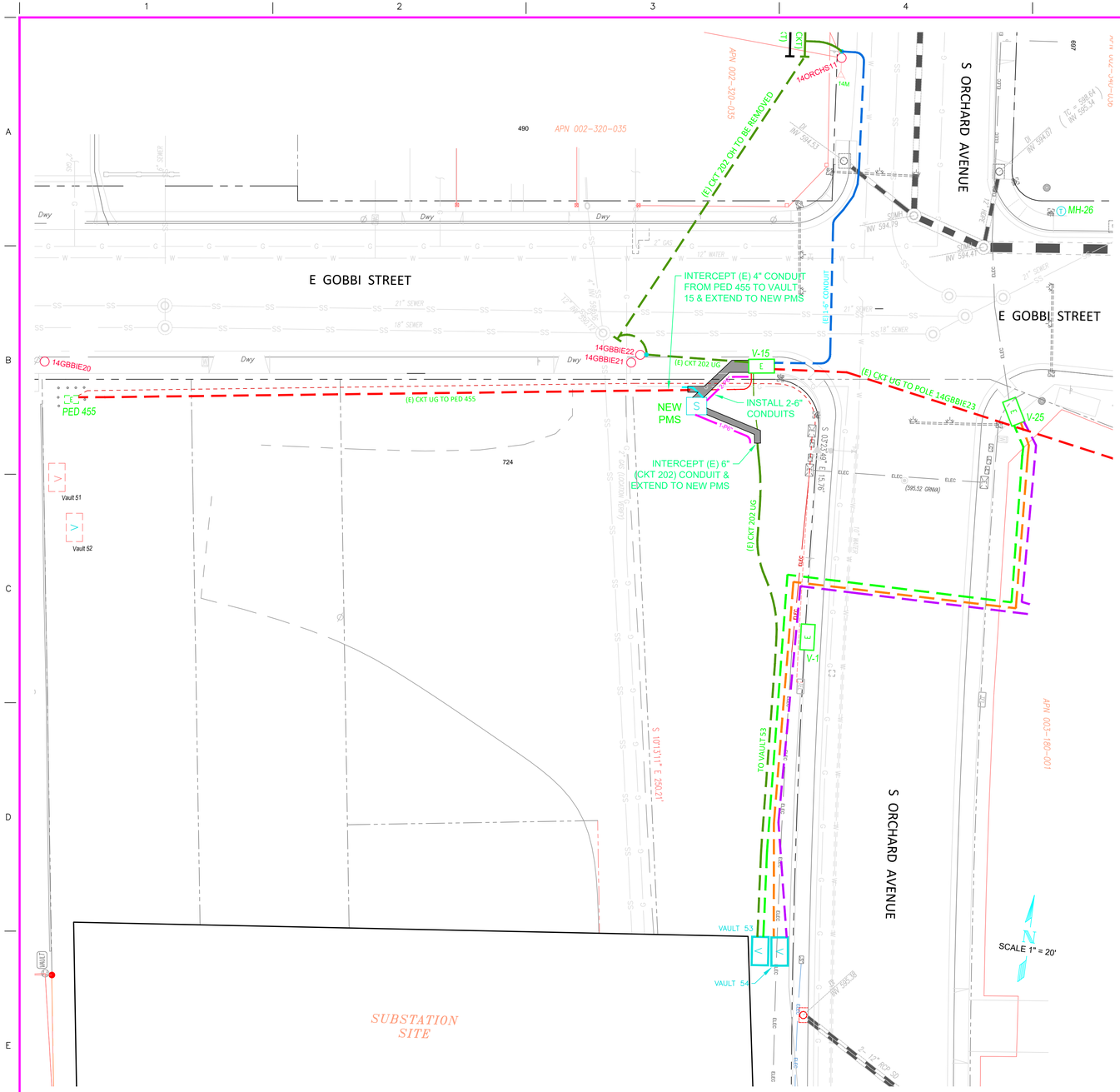
APPROVED BY:

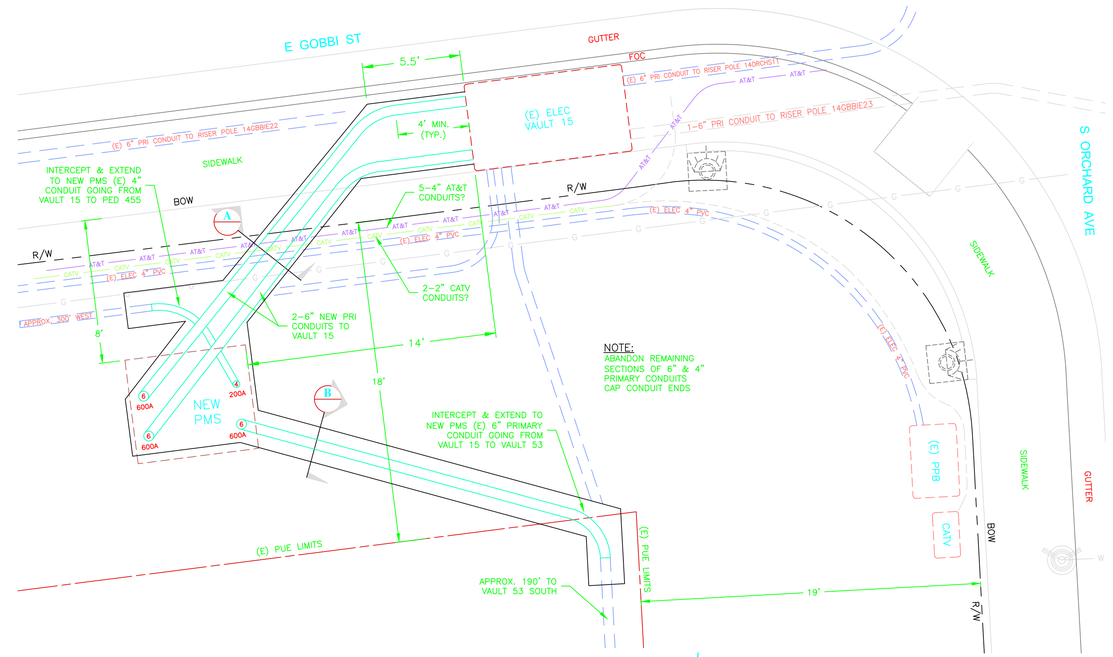
No.	REVISIONS	DATE	DSG. BY	BY	CKD	APPD

TITLE:

BIG LOTS - NEW PED
225 S. ORCHARD AVE.

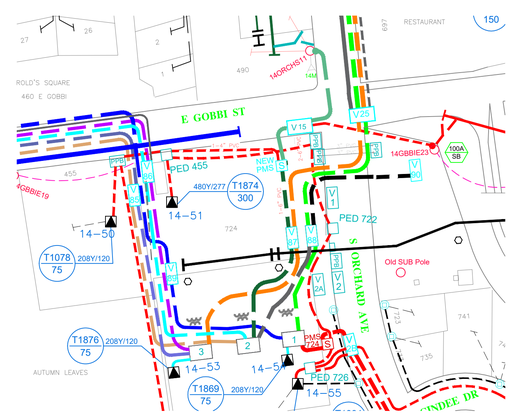
W.O.	-
GRID	10
SCALE	AS SHOWN
DWG. No.	-
SHEET	2 of 4





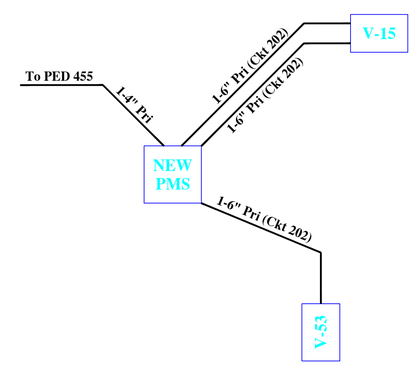
NEW PMS INSTALLATION DETAIL

GOBBI/ORCHARD SOUTHWEST CORNER 1"=4'



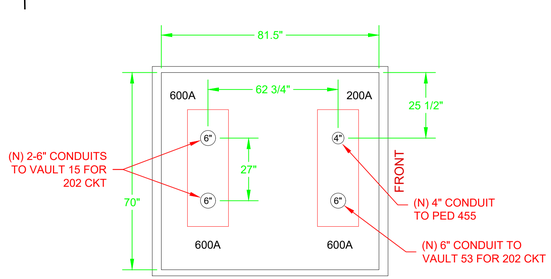
ONE LINE DIAGRAM

SCALE: 1"=100'



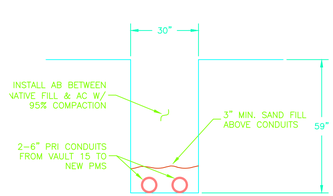
SINGLE LINE CONDUIT DIAGRAM

NTS



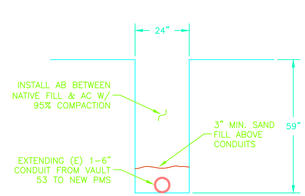
NEW PMS – CONDUIT LOCATION DETAIL

SECTION VIEW NTS



TRENCH SECTION A

SECTION VIEW NTS



TRENCH SECTION B

SECTION VIEW NTS

0 1/2" 1"
0' 10' 20'

WARNING
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

No.	REVISIONS	DATE	DSG. BY	BY	CKD	APPD

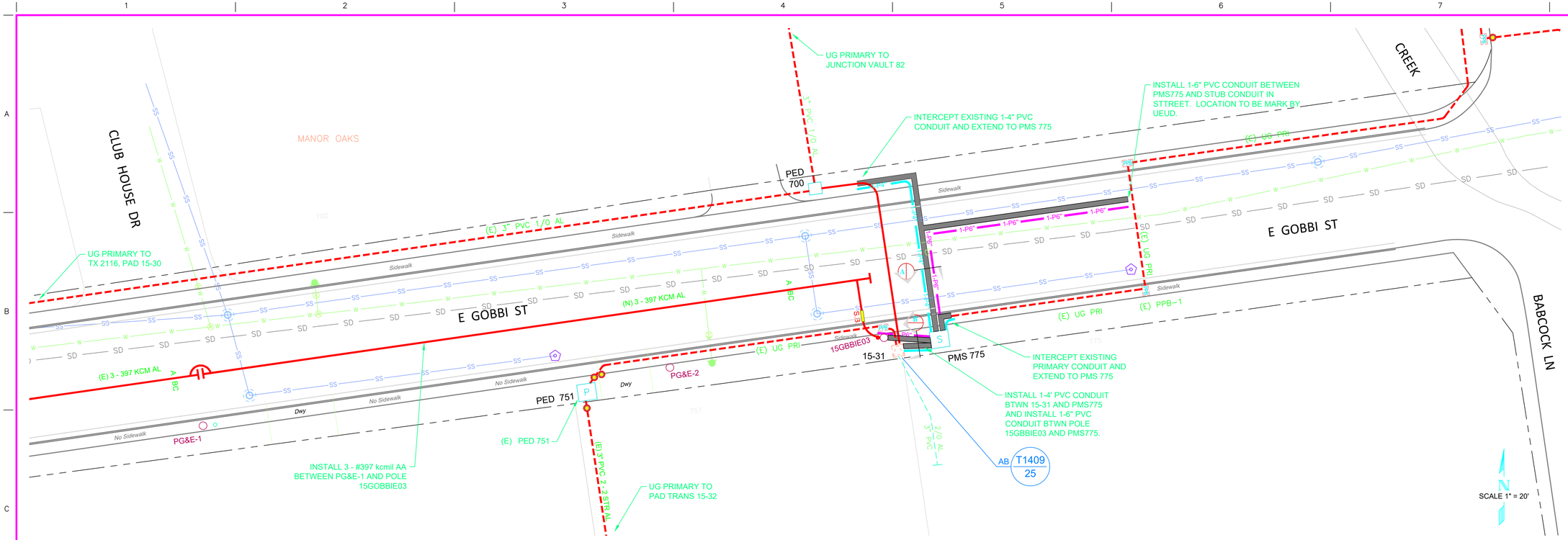
CITY OF UKIAH
ELECTRIC UTILITY DEPARTMENT

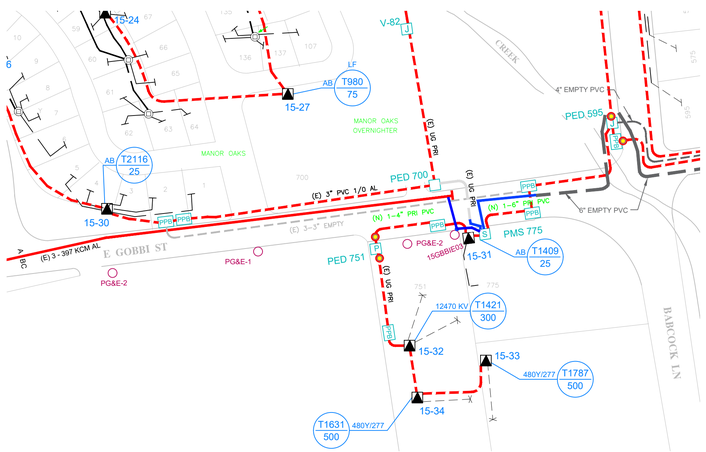
DATE	DESIGNED	DRAWN	CHECKED	AS BUILT
02/06/22	AMS	AMS		

APPROVED BY:

TITLE:
GOBBI/ORCHARD - NEW PMS SOUTHWEST CORNER

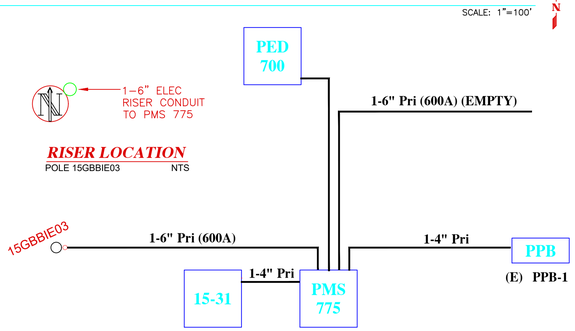
W.O.	-
GRID	14
SCALE	AS SHOWN
DWG. No.	-
SHEET	3 of 4





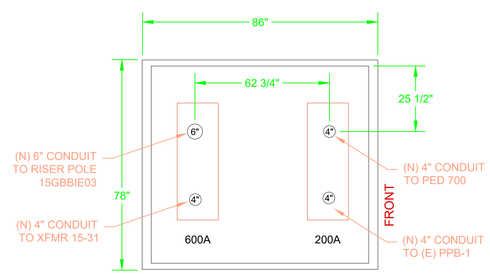
ONE LINE DIAGRAM

SCALE: 1"=100'



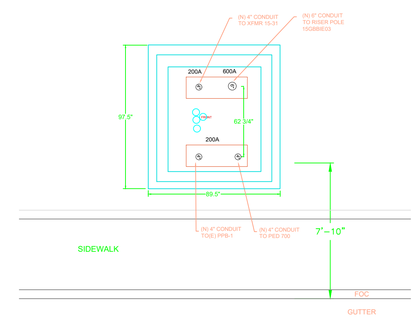
SINGLE LINE CABLE DIAGRAM

NTS



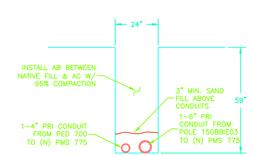
PMS 775 – CONDUIT LOCATION DETAIL

SECTION VIEW NTS



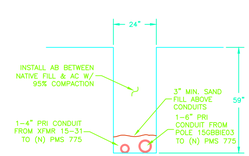
PMS 775 - CONDUIT LOCATION DETAIL

1"=4'



TRENCH SECTION A

SECTION VIEW NTS



TRENCH SECTION B

SECTION VIEW NTS

LEGEND:

- PADMOUNT TRANSFORMER (SIZE AS NOTED)
- EXISTING PADMOUNT TRANSFORMER
- PPB — PRIMARY PULL BOX
- PED — PRIMARY
- V — PRIMARY VAULT
- S — SWITCH
- SECONDARY SERVICE JUNCTION BOX
- NEW PRIMARY TRENCH
- (E) — ALL EXISTING EQUIPMENT NOTED AS (E)
- EXISTING UNDERGROUND PRIMARY
- EXISTING UNDERGROUND SECONDARY
- EXISTING UNDERGROUND SERVICE
- TRENCH SECTION IDENTIFIER
- TRENCH SECTION SYMBOL
- SHEET NUMBER

0 1/2" 1" / 0' 10' 20'

WARNING
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

CALL BEFORE YOU DIG — USA 800-227-2600 — PACIFIC GAS & ELECTRIC — CITY UTILITIES — CABLE TV

No.	REVISIONS	DATE	DSG. BY	BY	CKD	APPD
1	RELOCATE PMS TO 775 E GOBBI ST	9/14/22	AMS	AMS		

CITY OF UKIAH
ELECTRIC UTILITY DEPARTMENT

APPROVED BY:

DATE	DESIGNED	DRAWN	CHECKED	AS BUILT
7/13/21	AMS	AMS		

TITLE:
EAST GOBBI STREET 202 CIRCUIT EXTENSION INSTALL PMS 751

W.O.	-
GRID	15
SCALE	1" = 20'
DWG. No.	-
SHEET	4 of 4

ENGINEER'S ESTIMATE OF QUANTITIES FOR BID ITEM #1
NEW PEDESTAL - 225 SOUTH ORCHARD AVE

Item No.	Description	Quantity	Unit of Measure	Unit Price	Item Total
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	30	LF	$145.00	$3,660.00
2.	REMOVE AND REPLACE ASPHALT CONCRETE (24" TRENCH)	72	SF	$26	$1,746.00
3.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	40	FT	$6.08	$243.20
4.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	24	SF	$38.00	$912.00
5.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PEDESTAL BOX PAD (CITY TO PROVIDE)	1	EA	$1500.00	$1,500.00
6.	LANDSCAPE REMOVAL AND REPLACEMENT	1	LS	$5000.00	$5,000.00
7.	MOBILIZATION	1	LS	$5000.00	$5000.00
8.	DEMOBILIZATION	1	LS	$3000.00	$3000.00

Total Bid Amount = $21,061.20

ENGINEER'S ESTIMATE OF QUANTITIES FOR BID ITEM #2
NEW PADMOUNT SWITCH – SOUTHWEST CORNER OF GOBBI/ORCHARD

Item No.	Description	Quantity	Unit of Measure	Unit Price	Item Total
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	80	LF	$145.00	$11,600.00
2.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	30	FT	$15.00	$450.00
3.	6' PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	100	FT	$20.00	$2,000.00
4.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	48	SF	$38.00	$1,824.00
5.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA	$3,000.00	$3,000.00

Total Bid Amount = $18,874.00

ENGINEER'S ESTIMATE OF QUANTITIES FOR BID ITEM #3
NEW PADMOUNT SWITCH – 700 BLOCK OF EAST GOBBI STREET

Item No.	Description	Quantity	Unit of Measure	Unit Price	Item Total
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	340	LF	$145.00	$49,300.00
2.	REMOVE AND REPLACE ASPHALT CONCRETE (24" TRENCH)	870	SF	$26.00	$22,620.00
3.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	180	FT	$15.00	$2,700.00
4.	6' PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	190	FT	$20.00	$3,800.00
5.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	12	SF	$38.00	$456.00
6.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA	$3,000.00	$3,000.00
7.	LANDSCAPE REMOVAL AND REPLACEMENT	1	LS	$5,000.00	$5,000.00

Total Bid Amount = $86,876.00

Agenda Item No: 8.c.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-191

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approve a Resolution Authorizing the Submission of an Application for Grant Funds for the California Museum Grant Program and Approve Corresponding Budget Amendments if Awarded the Grant.

DEPARTMENT: Community Services **PREPARED BY:** Neil Davis, Community Services Director

PRESENTER: Neil Davis

ATTACHMENTS:

1. Resolution for CA Museum Grant

Summary: Approve the Resolution authorizing the submission of an application for Grant Funds for the California Museum Grant Program and approve corresponding budget amendments if awarded the grant.

Background: Assembly Bill (AB) 716 established the California Cultural and Historical Endowment (CCHE) in 2002. Funds for the CCHE came from Proposition 40, the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002. $122 million in grants were distributed competitively for the acquisition, restoration, preservation, and interpretation of historical and cultural resources. In 2013, AB 482 (Atkins) authorized the creation of a specified competitive grant program administered by CCHE to support small capital projects in museums. On September 23, 2018, Senate Bill (SB) 1493 was approved and expanded the museum grant program's project focus to include exhibits, educational programs, outreach programs, public programs, curriculum, marketing, and collections care in museums. The Budget Act of 2020 (SB 74) states that the California Natural Resources Agency shall prioritize the funds for museums severely affected by COVID-19 and that serve historically underserved communities and/or students subject to Title 1 of the Federal Elementary and Secondary Education Act. The intent of this program is to solicit proposals for program projects or capital projects that assist and enhance museums that are deeply rooted in, and reflective of, previously underserved communities.

The Sunhouse at Grace Hudson Museum is a 1911 redwood Craftsman bungalow that was the home of Grace and John Hudson. It is the cornerstone historic feature of the Grace Hudson Museum experience.

Discussion: The California Museum Grant Program funds capital improvement projects that act to preserve at-risk cultural and natural collections and historic buildings. The Sun House at GHM is a historic building. The roof of the Sun House was last replaced in the 1980s and is now badly in need of replacement. The poor state of the roof places it at increased fire risk. Additionally, the collections are at risk due to temperature swings during loss of power as can happen in Public Safety Powers Shutdown events (PSPS). GHM staff in consultation with the Director of Community Services developed and reviewed a variety of possible projects and concluded protecting the Sun House and Museum collections from fire is the most important immediate need for the GHM as well as being a fundable project.

Staff is still working on the scope and budget of the project but will likely ask for funds to replace the Sun House roof, install fire safe landscaping and a new fire alarm system, and purchase and install an emergency back-up generator. The total grant request will likely be around $350,000 - $400,000. The grant requires a minimum 5% match. Director of GHM David Burton and Director of Community Services Neil Davis plan to work with the Sun House Guild or other volunteers to fundraiser to cover the matching expenses. The grant is due on May 22nd and requires a resolution from the City Council approving the grant application. Staff

recommends Council approve the attached resolution (Attachment 1) authorizing the application for grant funds from the California Museum Grant Program.

Recommended Action: Approve the Resolution Authorizing the Submission of an Application for Grant Funds for the California Museum Grant Program and approve corresponding budget amendments if awarded the grant.

BUDGET AMENDMENT REQUIRED: Yes, contingent on award.

CURRENT BUDGET AMOUNT: 0

PROPOSED BUDGET AMOUNT: TBD

FINANCING SOURCE: Grant and Donations

PREVIOUS CONTRACT/PURCHASE ORDER NO.: NA

COORDINATED WITH: David Burton, GHM Director

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

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

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

Approved: Sage Sangiacomo, City Manager

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA MUSEUM GRANT PROGRAM

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the State; and

WHEREAS the Applicant, if selected, will enter into an agreement with the State of California to carry out the project:

NOW, THEREFORE, BE IT RESOLVED that the Enter Governing Body

1. Approves the filing of an application for the for **The Sunhouse: Protecting a Vital, Historic Resource**; and
2. Certifies that Applicant understands the assurances and certification in the application package; and
3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements or will secure the resources to do so; and
4. Certifies that it will comply with the provisions of Section 1771.5 of the California Labor Code; and
5. If applicable, certifies that the project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained; and
6. Certifies that Applicant will work toward the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and
7. Appoints the City Manager or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

PASSED AND ADOPTED this 15th day of May 2024, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Josefina Dueñas, Mayor

ATTEST:

_____

Kristine Lawler, City Clerk

Agenda Item No: 8.d.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-192

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Adopt Resolution Approving Transmission Owner Rate Case Agreement with Northern California Power Agency, and Authorize City Manager to Execute All Necessary Documents.

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers, Electric Utility Director

PRESENTER: Cindy Sauers, Electric Utility Director

ATTACHMENTS:

1. Transmission Owner Rate Case Agreement Resolution
2. Transmission Rate Case Program Agreement - Final

Summary: Council will consider adopting a Resolution approving the Transmission Owner Rate Case Agreement with Northern California Power Agency (NCPA), and authorize the City Manager or his designee to execute the agreement.

Background: The City is a founding member of NCPA, a joint action agency that was established in 1968 by a group of locally-owned electric utilities to make joint investments in energy resources to ensure an affordable, reliable, clean supply of electricity for its customers. The types of services that NCPA provides to member utilities include power management, scheduling and dispatch services, and legislative and regulatory advocacy. NCPA is governed by a Commission made up of representatives from each member utility.

The City participates in various generation projects through NCPA, including the Geothermal Project; the Calaveras Project, a large hydroelectric project in Calaveras County; and Lodi Energy Center. One component of energy delivery from a generation plant is the transmission system which carries electricity over long distances at high voltages. The City, as a joint owner of transmission facilities, is subject to transmission costs associated with transacting in the California Independent System Operator (CAISO) markets.

Discussion: Historically, the Transmission Agency of Northern California (TANC), a joint action agency of which the City is a member, has acted as the lead agency advocating for Ukiah's interests in Participating Transmission Owner (PTO) rate cases filed with the Federal Energy Regulatory Commission (FERC). Recently, other members of TANC have raised concerns with TANC continuing to act as lead agency in this regard due to cost and resource limitations. To ensure the City, and other interested NCPA members, can continue to participate in rate cases filed at FERC, with the objective of controlling wholesale transmission service costs, members have requested representation from NCPA to act as the lead agency by advocating for member interests at FERC. The services requested include the monitoring, analyzing and participating in transmission owner rate cases, engaging in industry developments, and striving to limit the exposure of members to increasing transmission costs.

This agreement has been reviewed by the NCPA Legal Committee, and has been approved by the NCPA Commission.

Staff recommends adopting a Resolution (Attachment 1) approving the Transmission Owner Rate Case Agreement (Attachment 2) with Northern California Power Agency (NCPA), and authorizing the City Manager or his designee to execute the agreement.

Recommended Action: Adopt Resolution approving the Transmission Owner Rate Case Agreement with Northern California Power Agency, and authorize the City Manager to execute all documents.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Darcy Vaughn, Deputy City Attorney

DIVERSITY-EQUITY INITIATIVES (DEI):N/A

CLIMATE INITIATIVES (CI):N/A

GENERAL PLAN ELEMENTS (GP):N/A

Approved: _____
Sage Sangiacomo, City Manager

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING THE TRANSMISSION OWNER RATE CASE PROGRAM AGREEMENT WITH NORTHERN CALIFORNIA POWER AGENCY

WHEREAS: NCPA is a public agency pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California and, among other things, is authorized to acquire, construct, finance, and operate buildings, works, facilities and improvements for the generation and transmission of electric capacity and energy for resale; and

WHEREAS: Northern California Power Agency (NCPA) provides various power management and administrative services to its members pursuant to service-based agreements; and

WHEREAS: The City of Ukiah (City) is a member of NCPA and currently takes certain power management and administrative services from NCPA; and

WHEREAS: Pursuant to the Power Management and Administrative Services Agreement, services may be requested from NCPA by Members under which no existing Services Agreement is available to satisfy such needs, and at the sole discretion of the Commission, certain agreements may be developed between NCPA and a Member to enable NCPA to provide such special services; and

WHEREAS: The City of Ukiah, along with other Members have requested services pertaining to proceedings that effect the California Independent System Operator (CAISO) transmission costs in order to protect participating members' (Participants) transmission assets and strive to limit the Participants' exposure to increasing transmission costs when transacting in the CAISO markets; and

WHEREAS: NCPA has established the facilities, staff, and the capability for the provision of Services to the Participants; and

WHEREAS: The NCPA Commission adopted Resolution 24-40 on March 28, 2024 approving the Transmission Owner Rate Case Program Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ukiah, that the City Manager is authorized, on behalf of the City of Ukiah, to enter into the Agreement for Transmission Owner Rate Case Program with Northern California Power Agency, including any non-substantial modifications to the Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah on the 15th day of May 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Josefina Duenas, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

TRANSMISSION OWNER RATE CASE PROGRAM AGREEMENT

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EXHIBIT A (List of Participants and Program Participation Percentages) **A-1**

This TRANSMISSION RATE CASE PROGRAM AGREEMENT ("the Agreement") is made effective as of _____ by and among the Northern California Power Agency, a joint powers agency of the State of California ("**NCPA**") and those of its Members who execute this Agreement ("**Participants**"). NCPA and the Participants are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. NCPA has heretofore been duly established as a public agency pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California and, among other things, is authorized to acquire, construct, finance, and operate buildings, works, facilities and improvements for the generation and transmission of electric capacity and energy for resale.

B. Each of the Participants is a signatory to the Joint Powers Agreement which created NCPA and therefore is a Member.

C. Each of the Participants to this Agreement have executed the Power Management and Administrative Services Agreement, dated October 1, 2014, which establishes the framework under which Members who are signatory to the Power Management and Administrative Services Agreement may enter into one or more Service Agreements with NCPA.

D. Pursuant to the Power Management and Administrative Services Agreement, from time to time special conditions or requirements for services may be requested from NCPA by Members under which no existing Services Agreement is available to satisfy such needs, and at the sole discretion of the Commission, certain "one-off" agreements maybe developed between NCPA and a Member, or group of Members, to enable NCPA to provide such special services.

E. The Participants have requested NCPA to establish facilities, staff and the capability to act on behalf of the Participants to engage in certain activities, either directly, indirectly, or in conjunction with legal counsel and subject matter experts, pertaining to proceedings that effect the CAISO transmission costs, or other transmission costs as may be applicable, to protect the Participants' transmission assets and to strive to limit the Participants' exposure to increasing transmission costs when transacting in the CAISO markets, other markets, or as otherwise may be applicable.

F. In response to the Participants' desire for NCPA to engage in the activities further described in this Agreement, NCPA has established the facilities, staff and the capability for the provision of Services to the Participants in accordance with this Agreement.

G. Each Participant agrees to pay its equitable share of costs associated with NCPA's provision of Services, in accordance with the Power Management and Administrative Services Agreement and this Agreement.

H. The Participants further desire, insofar as possible, to insulate other Members, whether or not such Members are also Participants, from risks inherent in the services and transactions undertaken on behalf of any given Member or group of Members.

I. Upon full execution of this Agreement, this Agreement shall be deemed a Special Conditions Services Agreement under the Power Management and Administrative Services Agreement by the Commission.

J. Each of the Parties intends to observe the provisions of this Agreement in good faith and shall cooperate with all other Parties in order to achieve the full benefits of joint action.

NOW, THEREFORE, the Parties agree as follows:

Section 1. <u>Definitions.</u>

1.1 Definitions. Whenever used in this Agreement (including the Recitals hereto), the following terms shall have the following respective meanings, provided, capitalized terms used in this Agreement (including the Recitals hereto) that are not defined in Section 1 of this Agreement shall have the meaning indicated in Section 1 of the Power Management and Administrative Services Agreement:

1.1.1 "Administrative Services Costs" means that portion of the NCPA administrative, general and occupancy costs and expenses, including those costs and expenses associated with the operations, direction and supervision of the general affairs and activities of NCPA, general management, treasury operations, accounting, budgeting, payroll, human resources, information technology, facilities management, salaries and wages (including retirement benefits) of employees, facility operation and maintenance costs, taxes and payments in lieu of taxes (if any), insurance premiums, fees for legal, engineering, financial and other services, power management services, general settlement and billing and general risk management costs, that are charged directly or apportioned to the provision of Services pursuant to this Agreement. Administrative Services Costs as separately defined herein and used in the context of this Agreement is different and distinct from the term Administrative Services Costs as defined in Section 1 of the Power Management and Administrative Services Agreement.

1.1.2 "Agreement" means this Transmission Rate Case Program Agreement, including all Exhibits attached hereto.

1.1.3 "All Resources Bill" means the single, combined monthly bill from NCPA to a Participant with respect to all NCPA services, programs and NCPA Projects.

1.1.4 "Defaulting Participant" has the meaning set forth in Section 9.2 of this Agreement.

1.1.5 "Effective Date" has the meaning set forth in Section 4.1 of this Agreement.

1.1.6 "Event of Default" has the meaning set forth in Section 9.2 of this Agreement.

1.1.7 "NCPA" has the meaning set forth in the recitals hereto.

1.1.8 "Participant" has the meaning set forth in the recitals of this Agreement. Participants to this Agreement are listed in Exhibit A of this Agreement.

1.1.9 "Party" or "Parties" has the meaning set forth in the recitals hereto; provided that "Third Parties" are entities that are not part to this Agreement.

1.1.10 "Power Management and Administrative Services Agreement" means the NCPA Power Management and Administrative Services Agreement, dated as of October 1, 2014 between NCPA and the Members who are signatories to that agreement by which NCPA provides Power Management and Administrative Services.

1.1.11 "Program Participation Percentage" means the Participant Program Participation Percentages set forth in Exhibit A of this Agreement.

1.1.12 "Services" has the meaning set forth in Section 2.1 of this Agreement.

1.1.13 "Term" has the meaning set forth in Section 4.1 of this Agreement.

1.1.14 "Transmission Owner" or "TO" has the meaning set forth in the CAISO Tariff.

1.2 Rules of Interpretation. All words and references as used in this Agreement (including the Recitals hereto), unless in any such case the context requires

otherwise, shall be interpreted pursuant to Section 1.2 of the Power Management and Administrative Services Agreement.

Section 2. Services to be Provided, Duties and Standards of Performance.

2.1 Services. The purpose of this Agreement is to set forth the terms and conditions under which NCPA, acting on behalf of the Participants, may engage in certain activities, either directly, indirectly, or in conjunction with legal counsel and subject matter experts, pertaining to proceedings that effect CAISO transmission costs, or other transmission costs as may be applicable, to protect the Participants' transmission assets and to strive to limit the Participants' exposure to increasing transmission costs when transacting in the CAISO markets, other markets, or as otherwise may be applicable (the "Services"). Participants shall only be responsible to pay for Services performed and costs incurred subsequent to the effective date of this Agreement. Services provided in accordance with this Agreement generally include the following:

2.1.1 Representing the interests of the Participants by monitoring, analyzing, and participating in TO rate cases before FERC and any related judicial appeals, where this applies to TO rate cases and new related transmission activity matters that are filed;

2.1.2 Engaging in other related filings and industry developments that affect the cost or provision of transmission service under TO rate cases; and

2.1.3 Engaging in other transmission cost related activities as may be approved by the Participants.

2.2 Qualified Subject Matter Experts. NCPA's provision of Services under this Agreement may be supported by legal services and other specialized services relevant to NCPA's participation in proceedings that are performed by qualified subject matter experts and/or witnesses. All costs incurred by NCPA associated with the

acquisition of legal services support, or qualified subject matter experts support, associated with the Services Agreement shall be considered a Services cost pursuant to this Agreement.

2.3 Coordination with Third Parties. As part of NCPA's duties under this Agreement, NCPA shall strive to work collaboratively with other Third Party intervenors and relevant parties, and where practicable, build alliances and find common interest in promoting the Participants' interest consistent with the goals and objectives established pursuant to Section 2.8 of this Agreement. Such efforts include building coalitions, where strategically and economically viable, to support the alignment with other intervenors or to form "joint intervenor" perspectives for engaging in activities related to the Services provided hereunder. This joint effort may include coordinating and sharing responsibilities on areas of common interest to ensure the most efficient advancement of the Participants' interest, and to reduce redundancy in the Services provided by NCPA.

2.4 Participant Duties. The duties of the Participants under this Agreement are to:

2.4.1 Timely provide information to NCPA that is required for NCPA to perform Services.

2.4.2 Make timely payments to NCPA for Services invoiced by NCPA to Participants in accordance with Section 7 of this Agreement.

2.4.3 Provide staff and other assistance, as may be required from time to time, to the extent necessary for NCPA to fulfill its duties under this Agreement.

2.5 NCPA Duties. NCPA's General Manager, or his or her designee, shall establish and maintain the facilities, staff and the capability to act on behalf of the

Participants and provide Services to the Participants in accordance with this Agreement.

2.6 Standard of Performance. NCPA will perform Services using the level of skill and attention reasonably required to complete the Services in a competent and timely manner.

2.7 Assignment of Personnel. NCPA shall assign only competent personnel to perform Services pursuant to this Agreement.

2.8 Time. NCPA shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standards of performance provided in Section 2.6, and to satisfy NCPA's obligations hereunder.

2.9 Consultation with Participants. The General Manager shall consult with the Participants from time to time, as needed, to advise him or her on a particular matter relevant to this Agreement. Each year, the General Manager shall propose to the Participants, as part of the Annual Budget process, specific goals and objectives for NCPA staff as such relate to this Agreement. NCPA shall provide periodic reports to the Participants regarding progress toward meeting the proposed goals and objectives. The periodic reports may include the following information:

(a) Overview of relevant proceedings and known schedules;

(b) Assessment of the financial impact to the Participants, to the extent practicable;

(c) Scope of NCPA's potential engagement in each TO rate case;

(d) Identification of potential legal actions that the Participants should consider and the likelihood of success (by argument if practicable);

(e) Estimates of potential benefits and costs associated with engagement, to the extent practicable; and

(f) Summary of NCPA and Third Party issues and levels of participation.

Section 3. Administration of Agreement.

3.1 Commission. The Commission is responsible for the administration of this Agreement. Each Member shall be represented by its Commissioner or their designated alternate Commissioner ("Alternate") pursuant to the Joint Powers Agreement. Each Commissioner shall have authority to act for the Participant under this Section 3 with respect to matters pertaining to this Agreement.

3.2 Duties and Authorities. In addition to the administration of this Agreement, the duties and authorities of the Commission are as specified in the Joint Powers Agreement and the NCPA Commission Bylaws.

3.3 Forum. Whenever any action anticipated by this Agreement is required to be jointly taken by the Participants, such action shall be taken at regular or special meetings of the NCPA Commission; provided, however, activities associated with NCPA's provision of Services and normal day-to-day engagement as described in Section 2.1 of this Agreement, are hereby delegated to the General Manager of NCPA, or his or her designee, and are not considered to be matters related to the Commission's general administration of this Agreement, and therefore are not subject to the administrative procedures set forth in this Section 3.

3.4 Quorum. For purposes of acting upon matters that relate to the administration of this Agreement, a quorum of the Commission shall consist of those Commissioners, or their designated Alternates, representing a numerical majority of the Participants.

3.5 Voting. For acting upon matters that relate to the general administration of this Agreement, each Participant shall have the right to cast one (1) vote. Actions of the Commission shall be effective only upon an affirmative vote of Participants

representing a combined Program Participation Percentage of eighty percent (80%) or more.

3.6 Adoption and Amendment of Annual Budget. Annually, the Commission shall adopt an Annual Budget, which includes, but is not limited to, all costs attributed to Services, for at least the next succeeding Fiscal Year in accordance with the NCPA Joint Powers Agreement and this Agreement. Provided, however, that the Commission may in its discretion adopt a two-year budget if permitted to do so by the NCPA Commission Bylaws or the Joint Powers Agreement.

3.7 Facilities Committee. The Facilities Committee has been established pursuant to the Amended and Restated Facilities Agreement to act as an advisory committee to the Commission. The Commission or General Manager may refer matters pertaining to the administration of this Agreement to the Facilities Committee for review and recommendation, including, but not limited to, proposed amendments to this Agreement. If the Commission or General Manager refers matters pertaining to the administration of this Agreement to the Facilities Committee, NCPA will provide a copy of the public notice of the Facilities Committee meeting at which the matter will be discussed to the Participants. The Facilities Committee may act upon such matters referred to it by the Commission in accordance with the procedures, including the general administration quorum and voting procedures, set forth in the Amended and Restated Facilities Agreement. Any recommendation of the Facilities Committee shall be made to the Commission and others, as appropriate, in coordination with the General Manager.

Section 4. Term and Termination.

4.1 Effective Date. This Agreement shall become effective on the first day of the month after which it has been duly executed by all Participants, and delivered to

and executed by NCPA (the "Effective Date"). NCPA shall notify all Participants in writing of the Effective Date.

4.2 Term and Termination. The term ("Term") Agreement shall continue in full effect until terminated by consent of all Parties.

Section 5. Admission and Withdrawal of Participants.

5.1 Admission of a New Participant. Following the initial Effective Date of this Agreement, a Member may voluntarily elect to execute this Agreement and become a Participant provided that such joinder is (i) approved by the NCPA Commission in accordance with Section 3.5 of this Agreement, and (ii) if such joinder is approved by the NCPA Commission as set forth herein, the Commission shall also amend the Program Participant Percentages set forth in Exhibit A to this Agreement to include the Program Participant Percentage for the new Participant as determined by the NCPA Commission. Subject to the requirement of this Section 5.1, such Member will become a Participant effective on the date of its delivery to NCPA of an executed counterpart of this Agreement.

5.2 Withdrawal of Participants. Any Participant may withdraw from this Agreement (**"Withdrawing Participant"**) by submitting notice, in writing to all Parties at least two (2) years in advance of the effective date of such withdrawal, provided that such withdrawal shall only be effective on the last day of a Fiscal Year and that the Withdrawing Participant has fully satisfied all obligations it has incurred under this Agreement. The two (2) year duration of the notice requirement may be waived or reduced by the Commission in its sole discretion. Withdrawal by any Participant shall not terminate this Agreement as to the remaining Participants.

5.3 No Effect on Prior Liabilities. Withdrawal by any Participant will not terminate any ongoing or un-discharged liabilities, credits or obligations, including any contingent liabilities, credits or obligations, resulting from this Agreement until they are

satisfied in full, or such Withdrawing Participant has provided a mechanism acceptable to NCPA, for the satisfaction in full thereof.

5.4 A Withdrawing Participant shall not be obligated to compensate the remaining Participants for loss of any benefits that would have accrued to the remaining Participants if the Withdrawing Participant had continued its participation. Nor shall the remaining Participants be obligated to compensate the Withdrawing Participant for any benefits that accrue to the remaining Participants because of the withdrawal. Reallocation of the costs and benefits of continuing under this Agreement after a Participant has withdrawn shall not give rise to any claim against a Withdrawing Participant by the remaining Parties. Nor shall any of the remaining Parties be obligated to compensate the Withdrawing Participant for any benefits that accrue to the remaining Parties because of such a reallocation of costs and benefits.

5.5 Associated Costs. A Withdrawing Participant shall reimburse NCPA for any and all costs resulting from the withdrawal, including but not limited to the legal, accounting, and administrative costs of winding up and assuring the complete satisfaction and discharge of the Withdrawing Participant's liabilities, credits or obligations, including any contingent liabilities, credits or obligations.

Section 6. Cost of Services.

6.1 Cost Allocation. All costs associated with NCPA's provision of Services to the Participants, including, but not limited to, Administrative Services Costs and costs associated with NCPA's acquisition of legal services and qualified subject matter experts services, shall be allocated among the Participants in accordance with this Agreement and the Power Management and Administrative Services Agreement. Costs allocated among the Participants in accordance with this Agreement shall be allocated to each Participant in proportion to such Participant's Program Participation Percentage as set forth in Exhibit A of this Agreement.

6.2 Program Participation Percentages. The Program Participation Percentages as set forth in Exhibit A of this Agreement may be amended from time to time, including to account for the addition or withdrawal of a Participant as set forth in Section 5 of this Agreement, by the Commission in accordance with the voting procedures set for in Section 3 of this Agreement.

Section 7. Billing and Payments.

7.1 Invoices. NCPA will issue an invoice to each Participant for its share of costs associated with Services, and all other costs for services provided in accordance with this Agreement. Such invoice may be either the All Resources Bill or separate special invoice, as determined by NCPA. Such invoices will be made pursuant to the requirements and procedures provided for in this Agreement and all other applicable agreements. At NCPA's discretion, invoices may be issued to Participants using electronic media or physical distribution.

7.2 Payment of Invoices. All invoices delivered by NCPA (including the All Resources Bill) are due and payable thirty (30) Calendar Days after the date thereof; provided, however, that any amount due on a day other than a Business Day may be paid on the following Business Day.

7.3 Late Payments. Any amount due and not paid by a Participant in accordance with Section 9.2 shall be considered late and bear interest computed on a daily basis until paid at the lesser of (i) the per annum prime rate (or reference rate) of the Bank of America NT&SA then in effect, plus two percent (2%) or (ii) the maximum rate permitted by law.

7.4 Billing Disputes. A Participant may dispute the accuracy of any invoice issued by NCPA under this Agreement by submitting a written dispute to NCPA, within thirty (30) Calendar Days of the date of such invoice; nonetheless the Participant shall pay the full amount billed when due. If a Participant does not timely question or

dispute the accuracy of any invoice in writing the invoice shall be deemed to be correct. Upon review of a submitted dispute, if an invoice is determined by NCPA to be incorrect, NCPA shall issue a corrected invoice and refund any amounts that may be due to the Participant. If NCPA and the Participant fail to agree on the accuracy of an invoice within thirty (30) Calendar Days after the Participant has disputed it, the General Manager shall promptly submit the dispute to the Commission for resolution. If the Commission and the Participant fail to agree on the accuracy of a disputed invoice within sixty (60) Calendar Days of its submission to the Commission, the dispute may then be resolved under the mediation and arbitration procedures set forth in Section 10 of this Agreement. Provided, however, that prior to resort to either mediation or arbitration proceedings, the full amount of the disputed invoice must have been paid.

7.5 Billing/Settlement Data and Examination of Books and Records.

7.5.1 Settlement Data. NCPA shall make billing and settlement data available to the Participants in the All Resources Bill, or other invoice, or upon request. NCPA may also, at its sole discretion, make billing and settlement support information available to Participants using electronic media (e.g. electronic data portal). Procedures and formats for the provision of such electronic data submission may be as established by the NCPA Commission from time to time. Without limiting the generality of the foregoing, NCPA may, in its reasonable discretion, require the Participants to execute a non-disclosure agreement prior to providing access to the NCPA electronic data portal.

7.5.2 Examination of Books and Records. Any Participant to this Agreement shall have the right to examine the books and records created and maintained by NCPA pursuant to this Agreement at any reasonable, mutually agreed upon time.

Section 8. Cooperation and Further Assurances.

8.1 Each of the Parties agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by any other Party which are consistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

Section 9. <u>Participant Covenants and Defaults.</u>

9.1 Each Participant covenants and agrees: (i) to make payments to NCPA, from its Electric System Revenues, of its obligations under this Agreement as an operating expense of its Electric System; (ii) to fix the rates and charges for services provided by its Electric System, so that it will at all times have sufficient Revenues to meet the obligations of this Agreement, including the payment obligations; (iii) to make all such payments due NCPA under this Agreement whether or not there is an interruption in, interference with, or reduction or suspension of services provided under this Agreement, such payments not being subject to any reduction, whether by offset or otherwise, and regardless of whether any dispute exists; and (iv) to operate its Electric System, and the business in connection therewith, in accordance with Good Utility Practice.

9.2 <u>Events of Default.</u> An Event of Default under this Agreement shall exist upon the occurrence of any one or more of the following by a Participant (the "Defaulting Participant"):

(i) the failure of any Participant to make any payment in full to NCPA when due, where such failure is not cured within thirty (30) Calendar Days following receipt of a notice from NCPA demanding cure;

(ii) the failure of a Participant to perform any covenant or obligation of this Agreement where such failure is not cured within thirty (30) Calendar Days

following receipt of a notice from NCPA demanding cure. Provided, that this subsection shall not apply to any failure to make payments specified by subsection 9.2 (i));

(iii) if any representation or warranty of a Participant material to the services provided hereunder shall prove to have been incorrect in any material respect when made and the Participant does not cure the facts underlying such incorrect representation or warranty so that the representation or warranty becomes true and correct within thirty (30) Calendar Days of the date of receipt of notice from NCPA demanding cure; or

(iv) if a Participant is in default or in breach of any of its covenants under any other agreement with NCPA and such default or breach is not cured within the time periods specified in such agreement.

9.3 Uncontrollable Forces. A Party shall not be considered to be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of Uncontrollable Forces. Provided, that in order to be relieved of an Event of Default due to Uncontrollable Forces, a Party affected by an Uncontrollable Force shall:

(i) first provide initial notice to the General Manager using telephone communication within two (2) Business Days of the onset of the Uncontrollable Force, and second provide further written notice to the General Manager and all other Parties within ten (10) Business Days of the onset of the Uncontrollable Force, describing its nature and extent, the obligations which the Party is unable to fulfill, the anticipated duration of the Uncontrollable Force, and the actions which the Party will undertake so as to remove such disability and be able to fulfill its obligations hereunder; and

(ii) use due diligence to place itself in a position to fulfill its obligations hereunder and if unable to fulfill any obligation by reason of an Uncontrollable Force such Party shall exercise due diligence to remove such disability with reasonable

dispatch. Provided, that nothing in this subsection shall require a Party to settle or compromise a labor dispute.

9.4 Cure of an Event of Default. An Event of Default shall be deemed cured only if such default shall be remedied or cured within the time periods specified in Section 9.2 above, as may be applicable, provided, however, upon request of the Defaulting Participant the Commission may waive the default at its sole discretion, where such waiver shall not be unreasonably withheld.

9.5 Remedies in the Event of Uncured Default. Upon the occurrence of an Event of Default which is not cured within the time limits specified in Section 9.2, without limiting other rights or remedies available under this Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppel of any right, action or cause of action NCPA may have against the Defaulting Participant, NCPA may, for so long as such Event of Default continues uncured, take any or all of the following actions:

(i) suspend the provision of services under this Agreement to such Defaulting Participant;

(ii) demand that the Defaulting Participant provide further assurances to guarantee the correction of the default, including the collection of a surcharge or increase in electric rates, or such other actions as may be necessary to produce necessary Revenues to correct the default;

(iii) terminate this Agreement as to the Defaulting Participant, on ten (10) Calendar Days prior written notice to the Defaulting Participant; or

(iv) enforce all other rights or remedies available to it under any other agreement in which the Defaulting Participant is a signatory.

9.6 Effect of Termination or Suspension.

9.6.1 Generally. The termination or suspension of this Agreement will not terminate, waive, or otherwise discharge any ongoing or undischarged liabilities, credits or obligations arising from this Agreement until such liabilities, credits or obligations are satisfied in full.

9.6.2 Suspension. If performance of all or any portion of this Agreement is suspended by NCPA with respect to a Participant in accordance with subsection 9.5 (i), such Participant shall pay any and all costs incurred by NCPA as a result of such suspension including reasonable attorney fees, the fees and expenses of other experts, including auditors and accountants, or other reasonable and necessary costs associated with such suspension and any portion of the costs associated with NCPA's provision of Services, including Administrative Services Costs, that were not recovered from such Participant as a result of such suspension.

9.7 Termination. If this Agreement is terminated by NCPA with respect to a Participant in accordance with Section 9.5 (iii), such Participant shall pay any and all costs incurred by NCPA as a result of such termination, including reasonable attorney fees, the fees and expenses of other experts, including auditors and accountants, other reasonable and necessary costs associated with such termination and any portion of costs associated with NCPA's provision of Services that were not, or will not be, recovered from such Participant as a result of such termination; provided, however, if NCPA terminates this Agreement with respect to the last remaining Participant, then this Agreement shall terminate.

Section 10. Settlement of Disputes and Arbitration.

10.1 The Parties agree to make best efforts to settle all disputes among themselves connected with this Agreement as a matter of normal business under this Agreement. The procedures set forth in Section 10 of the Power Management and Administrative Services Agreement shall apply to all disputes that cannot be settled by

the Participants themselves; provided, that the provisions of Section 7.4 shall first apply to all disputes involving invoices prepared by NCPA.

Section 11. Miscellaneous.

11.1 Confidentiality. The Parties will keep confidential all confidential or trade secret information made available to them in connection with this Agreement, to the extent possible, consistent with applicable laws, including the California Public Records Act. Confidential or trade secret information shall be marked or expressly identified as such.

If a Party ("Receiving Party") receives a request from a Third Party for access to, or inspection, disclosure or copying of, any of the other Party's (the "Supplying Party") confidential data or information ("Disclosure Request"), then the Receiving Party shall provide notice and a copy of the Disclosure Request to the Supplying Party within three (3) Business Days of receipt of the Disclosure Request. Within three (3) Business Days of receipt of such notice, the Supplying Party shall provide notice to the Receiving Party either:

(i) that the Supplying Party believes there are reasonable legal grounds for denying or objecting to the Disclosure Request, and the Supplying Party requests the Receiving Party to deny or object to the Disclosure Request with respect to identified confidential information. In such case, the Receiving Party shall deny the Disclosure Request and the Supplying Party shall defend the denial of the Disclosure Request at its sole cost, and it shall indemnify the Receiving Party for all costs associated with denying or objecting to the Disclosure Request. Such indemnification by the Supplying Party of the Receiving Party shall include all of the Receiving Party's costs reasonably incurred with respect to denial of or objection to the Disclosure Request, including but not limited to costs, penalties, and the Receiving Party's attorney's fees; or

(ii) the Receiving Party may grant the Disclosure Request without any liability by the Receiving Party to the Supplying Party.

11.2 Indemnification and Hold Harmless. Subject to the provisions of Section 11.4, each Participant agrees to indemnify, defend and hold harmless NCPA and its Members, including their respective governing boards, officials, officers, agents, and employees, from and against any and all claims, suits, losses, costs, damages, expenses and liability of any kind or nature, including reasonable attorneys' fees and the costs of litigation, including experts, to the extent caused by any acts, omissions, breach of contract, negligence (active or passive), gross negligence, recklessness, or willful misconduct of that Participant, its governing officials, officers, employees, subcontractors or agents, to the maximum extent permitted by law.

11.3 Several Liabilities. Except as otherwise provided herein, no Participant shall be liable under this Agreement for the obligations of any other Participant, each Participant shall be solely responsible and liable for performance of its obligations under this Agreement and the obligation of each Participant under this Agreement is a several obligation and not a joint obligation with those of the other Participants.

11.4 No Consequential Damages. FOR ANY BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED. IF NO REMEDY OR MEASURE OF DAMAGE IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE HEREBY WAIVED. IN NO EVENT SHALL NCPA OR ANY PARTICIPANT OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS,

OR EMPLOYEES BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOSS OF USE, LOSS OF GOODWILL, LOST REVENUES, LOSS OF PROFIT OR LOSS OF CONTRACTS EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NCPA AND EACH PARTICIPANT EACH HEREBY WAIVES SUCH CLAIMS AND RELEASES EACH OTHER AND EACH OF SUCH PERSONS FROM ANY SUCH LIABILITY.

11.5 The Parties acknowledge that California Civil Code section 1542 provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Parties waive the provisions of section 1542, or other similar provisions of law, and intend that the waiver and release provided by this Section of this Agreement shall be fully enforceable despite its reference to future or unknown claims.

11.6 Waiver. No waiver of the performance by a Party of any obligation under this Agreement with respect to any default or any other matter arising in connection with this Agreement shall be effective unless given by the Commission. Any such waiver by the Commission in any particular instance shall not be deemed a waiver with respect to any subsequent performance, default or matter.

11.7 Amendments. Amendments to the Program Participation Percentages as set forth in Exhibit A of this Agreement shall take effect after being approved by the Commission in a manner consistent with the voting procedures set forth in Section 3 of this Agreement, without the requirement of an approval of the individual Participants' governing bodies. Except where this Agreement specifically provides otherwise, this Agreement may be amended only by written instrument executed by the Parties with the same formality as this Agreement.

11.8 Assignment of Agreement.

11.8.1 Binding Upon Successors. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties to this Agreement.

11.8.2 No Assignment. This Agreement, nor any interest herein, shall be transferred or assigned by a Party hereto except with the consent in writing of the other Parties hereto, where such consent shall not be unreasonably withheld. Without limiting the foregoing, this Agreement shall not be assigned by Plumas-Sierra Rural Electric Cooperative without the approval in writing of the Administrator of the Rural Electrification Administration Utilities Service.

11.9 Severability. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless the court holds that such provisions are not severable from all other provisions of this Agreement.

11.10 Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

11.11 Headings. All indices, titles, subject headings, section titles and similar items are provided for the purpose of convenience and are not intended to be inclusive, definitive, or affect the meaning of the contents of this Agreement or the scope thereof.

11.12 Notices. Any notice, demand or request required or authorized by this Agreement to be given to any Party shall be in writing, and shall either be personally delivered to a Participant's Commissioner or Alternate, and to the General Manager, or shall be transmitted to the Participant and the General Manager at the addresses shown on the signature pages hereof. The designation of such addresses may be changed at

any time by written notice given to the General Manager who shall thereupon give written notice of such change to each Participant. All such notices shall be deemed delivered when personally delivered, two (2) Business Days after deposit in the United States mail first class postage prepaid, or on the first Business Day following delivery through electronic communication.

11.13 Warranty of Authority. Each Party represents and warrants that it has been duly authorized by all requisite approval and action to execute and deliver this Agreement and that this Agreement is a binding, legal, and valid agreement enforceable in accordance with its terms.

11.14 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all the signatories to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

11.15 Venue. In the event that a Party brings any action under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

11.16 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, each Party shall bear its own fees and costs, including attorneys' fees, associated with the action.

11.17 Counsel Representation. Pursuant to the provisions of California Civil Code Section 1717 (a), each of the Parties were represented by counsel in the negotiation

and execution of this Agreement and no one Party is the author of this Agreement or any of its subparts. Those terms of this Agreement which dictate the responsibility for bearing any attorney's fees incurred in arbitration, litigation or settlement in a manner inconsistent with the provisions of Section 11.2 were intentionally so drafted by the Parties, and any ambiguities in this Agreement shall not be interpreted for or against a Party by reason of that Party being the author of the provision.

11.18 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties, by any third person or any Third Parties, to be for the benefit of any Third Party, nor shall any Third Party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by the Parties of any of the provisions of this Agreement.

IN WITNESS WHEREOF, NCPA and each Participant have, by the signature of its duly authorized representative shown below, executed and delivered a counterpart of this Agreement.

NORTHERN CALIFORNIA POWER AGENCY 651 Commerce Drive Roseville, CA 95678	CITY OF ALAMEDA 2000 Grand Street P.O. Box H Alameda, CA 94501
_____	_____
By:_____	By:_____
Title: _____	Title: _____
Date:_____	Date:_____
Approved as to form:	Approved as to form:
_____	_____
By:_____	By:_____
Its: _____	Its: _____
Date: _____	Date:_____

CITY OF BIGGS
465 "C" Street
Biggs, CA 95917

_____

By:_____

Title: _____

Date: _____

Approved as to form:

_____

By:_____

Its: _____

Date: _____

CITY OF GRIDLEY
685 Kentucky Street
Gridley, CA 95948

_____

By:_____

Title: _____

Date: _____

Approved as to form:

_____

By:_____

Its: _____

Date: _____

CITY OF HEALDSBURG
401 Grove Street
Healdsburg, CA 95448

_____

By:_____

Title: _____

Date: _____

Approved as to form:

_____

By:_____

Its: _____

Date: _____

CITY OF LODI
221 W. Pine Street
Lodi, CA 95240

_____

By:_____

Title: _____

Date: _____

Approved as to form:

_____

By:_____

Its: _____

Date: _____

CITY OF LOMPOC
100 Civic Center Plaza
Lompoc, CA 93436

_____

By:_____

Title: _____

Date: _____

Approved as to form:

_____

By:_____

Its: _____

Date: _____

CITY OF OAKLAND, acting
by and through its
Board of Port Commissioners
530 Water Street
Oakland, CA 94607

_____

By:_____

Title: _____

Date: _____

Approved as to form:

_____

By:_____

Its: _____

Date: _____

CITY OF PALO ALTO
250 Hamilton Avenue
Palo Alto, CA 94301

_____

By:_____

Title: _____

Date: _____

Approved as to form:

_____

By:_____

Its: _____

Date: _____

PLUMAS-SIERRA RURAL
ELECTRIC COOPERATIVE
73233 Highway 70
Portola, CA 96122

_____

By:_____

Title: _____

Date: _____

Approved as to form:

_____

By:_____

Its: _____

Date: _____

CITY OF SANTA CLARA
1500 Warburton Avenue
Santa Clara, CA 95050

_____

By:_____

Title: _____

Date: _____

Approved as to form:

_____

By:_____

Its: _____

Date: _____

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (BART)
300 Lakeside Drive, 16th Floor
Oakland, CA 94612

_____

By:_____

Title: _____

Date: _____

Approved as to form:

_____

By:_____

Its: _____

Date: _____

CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

_____

By:_____

Title: _____

Date: _____

Approved as to form:

_____

By:_____

Its: _____

Date: _____

EXHIBIT A
LIST OF PARTICIPANTS AND PROGRAM PARTICIPATION PERCENTAGES

The following is a list of the Participants who are signatory to this Agreement, and each Participant's respective Program Participation Percentage:

Participants	Program Participant Percentages
City of Alameda	4.75%
BART	5.01%
City of Biggs	0.20%
City of Gridley	0.45%
City of Healdsburg	0.98%
City of Lodi	6.28%
City of Lompoc	1.86%
City of Palo Alto	11.64%
Plumas Sierra REC	2.14%
Port of Oakland	1.62%
City of Santa Clara	63.55%
City of Ukiah	1.51%
Total	**100.00%**

Note: The Program Participation Percentages listed in this Exhibit A are consistent with each Participant's project participation percentage listed in Table A of Commission Resolution 23.122. The Program Participant Percentages listed in the Exhibit A can be amended by the Commission from time to time, pursuant to the voting procedures set forth in Section 3 of this Agreement.

Agenda Item No: 8.e.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-193

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Consider Approval of Change Order No. 3, in the Amount of $3,600, for the Todd Grove Park Public Barbecue Facility Project, Specification 23-03, and Approve Corresponding Budget Amendment.

DEPARTMENT: Finance

PREPARED BY: Mary Horger, Financial Services Manager

PRESENTER: Neil Davis, Community Services Director.

ATTACHMENTS:

1. Marz Engineering - Todd Grove Park BBQ Area - 2223-191 - Specification 23-03
2. Change Order 1 - Marz Eng - Spec 23-03 (4)
3. Change Order 2 - Marz Eng - Spec 23-03
4. Change Order 3 Proposed

Summary: Council will consider approving Change Order 3, in the amount of $3,600, for the Todd Grove Park Public Barbecue Facility Project, Specification 23-03, and approval of the corresponding budget amendment.

Background: On April 5, 2023, Council awarded a contract to Marz Engineering in the amount of $113,499.84 to perform the work for project 23-03 Todd Grove Park Public Barbecue Facility Reconstruction. The work includes the demolition of the existing infrastructure and installation of new picnic tables, barbecue pits, a shade structure, an updated hydration station, the addition of a bioswale to improve on-site water retention, and the removal of the horseshoe pit. Please refer to Attachment 1 for a copy of the original bid specification.

Two change orders have been issued thus far. Change Order 1 (Attachment 2) added $10,374 to accommodate ADA parking improvements that were not part of the original specifications. Change Order 2 (Attachment 3) added 265 contract days to the contract, due to delays caused by issues outside the contractor's control. (Work is anticipated to be complete by May 30, 2024.)

Discussion: On April 30, 2024, the City received an additional change order request from Marz Engineering. Please refer to Attachment 4. The request is for an additional $3,600 to make the entrance of the park ADA compliant. This resulted in needing to increase the dimensions of the path of travel between two ADA parking spaces from 5 feet wide to 12 feet wide, and pave 6" thick to match the asphalt thickness of the road. The amount of the requested change order is $3,600. Staff has authorization to approve change orders up to 10% of the original contract amount or $10,000, whichever is greater. This third change order makes the contract $2,623.84 over the threshold. Therefore, Staff is requesting Council's approval of Change Order 3 in the amount of $3,600. With an existing budget of $124,850, Staff is requesting a budget amendment in the amount of $2,623.84 to cover the minor budget deficit associated with this request.

Recommended Action: Approve Change Order No. 3, in the amount of $3,600, for the Todd Grove Park Public Barbecue Facility Project, Specification 23-03, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 30022200.80220.18013: $124,850; 10000000.95300: $0; 30000000.91100: $0

PROPOSED BUDGET AMOUNT: 30022200.80220.18013: $127,474; 10000000.95300: $2,624; 30000000.91100: $2,624

FINANCING SOURCE: General Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract 2223191-01

COORDINATED WITH: Rob Gibson, Parks Superintendant; Neil Davis, Director of Community Services

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 5** – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI):N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: _____
Sage Sangiacomo, City Manager

ATTACHMENT 1

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS

FOR

TODD GROVE PARK
PUBLIC BBQ FACILITY RECONSTRUCTION

SPECIFICATION NO. 23-03

CITY OF UKIAH
DEPARTMENT OF COMMUNITY SERVICES
300 Seminary Avenue
Ukiah, California 95482-5400

Mandatory Pre-Bid Meeting
1:00 p.m., February 9, 2023
Todd Grove Park (Right across from Golf Course.)
600 Live Oak Avenue, Ukiah, California 95482

Bids Open: **Thursday, February 23, 2023**
2:00 p.m.
Office of City Clerk

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

MARI RODIN – MAYOR

JOSEFINA DUENAS – VICE-MAYOR

DOUGLAS CRANE – COUNCIL MEMBER

SUSAN SHER – COUNCIL MEMBER

JUAN OROZCO– COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – FINANCIAL SERVICES MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF COMMUNITY SERVICES
JANUARY 2023

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APPENDIX A: TODD GROVE BBQ LAYOUT

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR
THE TODD GROVE PARK PUBLIC BBQ FACILITY RECONSTRUCTION
SPECIFICATION NO. 23-03

NOTICE IS HEREBY GIVEN that sealed standard proposals for **THE TODD GROVE PARK PUBLIC BBQ FACILITY RECONSTRUCTION** will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on Thursday, February 23, 2023. Bids shall be addressed to the City Clerk and shall be endorsed "**THE TODD GROVE PARK PUBLIC BBQ FACILITY RECONSTRUCTION** " Bids are required for the entire work described herein. No fax bids will be accepted. As soon thereafter as possible, the bids will be publicly opened and read in the Council Chambers at 300 Seminary Avenue, Ukiah. The bid opening will also be visible via live streaming at http://www.cityofukiah.com/meetings/.

ENGINEER'S ESTIMATE OF QUANTITIES

ITEM NO.	QUANTITY	UNIT	DESCRIPTION
1	51	CY	REMOVE EXISTING ASPHALT AND CONCRETE
2	142	CY	EXCAVATE SUBGRADE
3	145	TON	PLACE ASPHALT
4	142	CY	PLACE CLASS II BASE ROCK
5	1	EA	INSTALL SHADE STRUCTURE
6	2	EA	INSTALL 8' PICNIC TABLE
7	8	EA	INSTALL 16' PICNIC TABLE
8	5	EA	INSTALL BBQ GRILL
9	2	EA	INSTALL STANDING PICNIC TABLE
10	1	EA	INSTALL DRINKING FOUNTAIN WITH DRAIN

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

A mandatory pre-bid conference will be held at 1:00 p.m. on February 9, 2023 at the project site located at Todd Grove Park, 600 Live Oak Avenue, Ukiah California 95482. The existing barbecue facility is located right across from the golf course.

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

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

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the DIR Director has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes for the City of Ukiah. Copies of his General Prevailing Wage Determination are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD/ The prime contractor for the work herein shall possess a current, valid State of California, Class A General Engineering Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

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

Dated: 1/20/23

Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH ONE TIME: January 27, 2023

INSTRUCTIONS TO BIDDERS

THE TODD PARK RECONSTRUCTION shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the City of Ukiah amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said City. Said check shall be forfeited, or said bond shall become payable to said City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with the City and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the City for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within **Sixty (60)** calendar days. The Contractor will pay to the City the sum of five hundred ($500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

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

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

Examination of Site, Drawings, Etc.

A mandatory pre-bid conference will be held at 1:00 p.m. on February 9, 2023 at the project site located at Todd Grove Park, 600 Live Oak Avenue, Ukiah California 95482. The existing barbecue facility is located right across from the golf course. This meeting is to fully acquaint interested Contractors with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Failure to attend the mandatory bid conference will be just cause for the bid to be rejected as non-responsive.

Oral statements or instructions made during this visit will not constitute an amendment to this solicitation. The City will determine the appropriate action necessary, if any, and may issue a written amendment to the bid request.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

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

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

Bidder Inquiries and Questions

Inquiries and questions must be submitted via email to the following designated contact person:

Mary Horger, Financial Services Manager
Email: mhorger@cityofukiah.com

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

Location of the Work

All of the work to be performed is within the City of Ukiah. The project is located at 600 Live Oak Avenue, Ukiah, California.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

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

a. "City of Ukiah" or "City" shall mean the City of Ukiah, Mendocino County, California, acting through its City Council or any other board, body, official or officials to which or to whom the power belonging to the Council shall by virtue of any act or acts, hereafter pass or be held to appertain.

b. "Engineer" shall mean the Engineer duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.

c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him or her or them.

d. "Contractor" shall mean the party entering into contract with the City of Ukiah for the performance of work covered by this contract and his or her authorized agents or legal representatives.

e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the City or its duly authorized representatives.

f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.

g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.

h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the City, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to the City if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.

i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

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

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

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

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. AWARD AND EXECUTION OF CONTRACT

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

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

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

SECTION 3. SCOPE AND INTENT OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. BONDS

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

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

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

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the

contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

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

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury and property damage.

4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

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

5-04. Other Insurance Provisions

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

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

2. The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers,

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

3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

5-05. Acceptability of Insurers

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

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

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

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

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

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

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

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

Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.

(2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.

(3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

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

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

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

6-21. Wage Rates.

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

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

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.

4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.

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

6. Travel and Subsistence Payments.

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

7. Apprentices.

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

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

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

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

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

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

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

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer. In the event that a termination under this section is determined to be improper, such termination shall be deemed a constructive termination for convenience taken pursuant to section 7-12 below.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

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

1. Stop work as specified in the notice.
2. Complete any work specified in the notice of termination in a least cost/shortest time manner while still maintaining the quality called for under the contract documents.
3. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the contract documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the contract.
6. Submit to the Engineer, within ten (10) calendar days from the effective date of the notice of termination, all of the usual documentation called for by the contract documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the notice of termination.

Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the effective date of the notice of termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience."

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

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

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

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

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

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

8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

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

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

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

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

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

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

SECTION 9. PROSECUTION OF WORK

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

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

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

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

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

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

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

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

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

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

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

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

SECTION 10. PAYMENT

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

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

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work

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

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

10-03. Substitution of Securities.

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

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

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

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

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

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

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

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

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

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

(j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student

Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

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

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

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

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

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

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

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

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

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

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

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become

due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

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

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

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

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

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D,"Extra Work", and Section 9-1.03,"Force Account Payment" of the Standard Specifications.

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

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

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

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

materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Claims Procedure
Contractor shall timely comply with all notices and requests for changes to the contract time or contract price, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the contract time or contract price, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the contract or at law.

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

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

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

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
List of documents relating to claim:
Specifications
Drawings
Clarifications (Requests for Information)
Schedules
Other
Chronology of events and correspondence
Analysis of claim merit

Analysis of claim cost
Time impact analysis in CPM format

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

D. City's Response. Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City's governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

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

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

F. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

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

G. Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

H. Civil Actions. The following procedures are established for all civil actions filed to resolve claims of $375,000 or less:

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

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

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

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

11-04. Litigation and Forum Selection. Contractor and City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

Except as otherwise expressly provided by law, the parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City thereunder, shall be in addition to and

shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract. The City disclaims an express or implied warranty that the plans and specifications identify all site conditions that could affect the time or cost to complete the Work.

11-05. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work. All of the work to be performed is within the City of Ukiah. The general project location is 600 Live Oak Avenue, Ukiah, California. The scope of work consists of the reconstruction of the Todd Grove Park Public BBQ Facility. The park's public BBQ area has aged to the point of failure and must be removed and replaced. The work includes but is not limited to asphalt removal and replacement, removal and disposal of BBQ grills and picnic tables, furnish and install a water fountain, ,BBQ grills, picnic tables and topsoil.

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

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

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

12-03. Arrangement of Plans. General locations and linear quantities of the work are shown in Appendix "A". A map will be provided to the successful bidder showing the exact locations of the work to be done.

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

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

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

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

Department of Transportation - The City Council.

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

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

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

State - The City of Ukiah

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

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:
1. (City) Special Provisions
2. (City) Project Plans
3. City Standard Plans and Details
4. California Standard Plans
5. California Standard Specifications

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

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

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

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

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

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

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

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

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

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

SECTION 13 - CONSTRUCTION DETAILS

The work shall include all necessary labor, equipment and materials to perform the tasks described below:

13-01. SCOPE OF WORK

i. Remove and dispose of existing BBQ grills (1), picnic tables (10 approx. 16' a piece) and benches, food prep tables (2), drinking fountain (1) and horseshoe facility including sand, stakes, and pressure-treated fence.

ii. Remove and store two existing Bike Racks and Reinstall Bike Racks after reconstruction.

iii. Remove and dispose of approximately 190 CY of existing asphalt and native soil.

iv. Grade and place approximately 145 TON Hot Mix Asphalt 3" thick over area 8,500 SF

All existing asphalt will be removed and replaced within the existing facility footprint, After paving, new picnic tables, associated BBQ facilities, swale, and a shade structure will be installed.

v. Place 142 CY of class II base to 6" depth under asphalt and compact to 95%

vi. Furnish and Install two group picnic areas as cited in **Appendix A**:

Area I to include:

Ten, 8' long picnic tables secured to the ground, three pedestal mounted grills, and one standing level food prep table. Sonoma County Probation Department Picnic tables or similar preferred (Item F02 with 3" boards).

Area II to include:

Eight, 8' long picnic tables secured to the ground, two pedestal mounted grills, and one standing level food prep table. Pedastal mounted grill to be Pilot Rock Heavy-Duty Steel Park-Style Charcoal Grill — 16in. x 16in., Model# H-16 B6X2 or equivalent.

One 30' x 30' shade covering with cover a minimum of 12' high. Miracle brand "Play Shade Mariner Pyramid (Model: MRPSM004) or similar preferred.

vii. Picnic tables, food prep tables, and grills to be bolted to, or securely implanted in, the asphalt

viii. Furnish and Install 8' x 32' x 1' swale.

ix. Furnish and Install ADA compatible drinking fountain with drainage to the swale. Elkay LK4420BF1UEVG Free Standing Tubular Drinking Fountain (Evergreen) or equivalent.

x. Furnish and Install 6" topsoil to cover the removed Horseshoe area and swale

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

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

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

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

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

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

No amendments.

BID SUBMITTAL CHECKLIST

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

Did you include?...

- **Proposal** (Page 33)
  - Unit prices filled out clearly.
  - Extended prices filled out clearly and calculated correctly
  - Total bid amount filled out clearly and calculated correctly
  - Sign the proposal, and provide complete information
  - CLSB No. and expiration date
  - Department of Industrial Relations Public Works Contractor Registration Number

- **Fair Employment Practices Certification** (Page 35)
  - Filled out completely per instruction

- **Worker's Compensation Certificate** (Page 36)
  - Filled out completely per instruction

- **Certification of Non-Discrimination in Employment** (Page 37)
  - Filled out completely per instruction

- **List of Proposed Subcontractors** (Page 38)
  - Filled out completely per instruction

- **Statement of Experience** (Page 39)

- **Signature of Bidder** (Page 40)
  - Filled out completely per instruction
  - Authorized signature provided

- **Bidder's Bond** (Page 41)
  - Filled out completely per instruction

- **Non-Collusion Affidavit** (Page 42)
  - Filled out completely per instruction
  - Notarized

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

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

PROPOSAL

FOR
THE TODD GROVE PARK PUBLIC BBQ FACILITY RECONSTRUCTION

Specification No. 23-03

The undersigned, as bidder,
declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained

   a) to provide all necessary machinery, tools, apparatus and other means of construction;

   b) to furnish all materials;

   c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;

   d) to pay all charges of freight transportation and hauling;

2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and

3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the “Total” column, then the amount set forth in the “Total” column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the “Total” column shall be the unit price;
2. As to unit basis items, the amount set forth in the “Total” column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the items in the “Total” column. In case of discrepancy between the sum of the items in the “Total” column and the amount entered as Total Base Bid, the sum of the “Total” column items shall prevail. The bid comparison will be based on the sum of the items in the “total” column for each bidder.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated.

Lowest bid will be based on the lowest Base Bid.

NAME OF BIDDER: _____
SPEC #: 23-03
PROJECT NAME: **THE TODD GROVE PARK PUBLIC BBQ FACILITY RECONSTRUCTION**

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	REMOVE EXISTING ASPHALT AND CONCRETE	CY	51	$_____	$_____
2	EXCAVATE SUBGRADE	CY	142	$_____	$_____
3	PLACE ASPHALT	TON	145	$_____	$_____
4	PLACE CLASS II BASE ROCK	CY	142	$_____	$_____
5	INSTALL SHADE STRUCTURE	EA	1	$_____	$_____
6	INSTALL 8' PICNIC TABLE	EA	2	$_____	$_____
7	INSTALL 16' PICNIC TABLE	EA	8	$_____	$_____
8	INSTALL BBQ GRILL	EA	5	$_____	$_____
9	INSTALL STANDING PICNIC TABLE	EA	2	$_____	$_____
10	INSTALL DRINKING FOUNTAIN WITH DRAIN	EA	1	$_____	$_____
				TOTAL BID ==>>	$_____

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

Witness our hands this day of _____, 20____.

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

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

Department of Industrial Relations Public Works Contractor Registration Number:_____

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

_____

_____

_____

_____

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

_____

_____

_____

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO:_____

_____

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

THE TODD GROVE PARK PUBLIC BBQ FACILITY RECONSTRUCTION

_____
(Signature of Bidder)

Business Mailing Address:

_____

_____

_____

Business Location:

_____

_____

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this_____ day of _____, 200____

Signature of Bidder, with Business Address:

_____

_____

_____

_____

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date_____

_____

_____

_____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor.(See General Conditions Section 1-09.) Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

STATEMENT OF EXPERIENCE OF BIDDER

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

SIGNATURE(S) OF BIDDER

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

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

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

_____

_____

_____

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

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

_____

_____

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

Business address: _____

_____

Place of residence: _____

_____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____

_____, as SURETY,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on January 27, 2023, for THE TODD GROVE PARK PUBLIC BBQ FACILITY RECONSTRUCTION.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20_____.

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

Address: _____

_____

_____

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing THE TODD GROVE PARK PUBLIC BBQ FACILITY RECONSTRUCTION by contract, being duly sworn, deposes and says:

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

_____

_____

_____
Signature(s) of Bidder

Business Address:_____

_____

_____

Place of Residence:_____

_____

_____

NOTARIZATION

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

_____

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

My Commission Expires _____, 20 ____.

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

THE TODD GROVE PARK PUBLIC BBQ FACILITY RECONSTRUCTION

Specification No. 23-03

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Article 1. Work to be Done and Contract Days Allowed.

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within **Sixty (60)** calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

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

Article III. Labor Discrimination.

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

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

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

(a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.

(b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.

(c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

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

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

(e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.

(f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.

(g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

(4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:

a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.

b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.

(5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.

(h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.

(i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

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

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

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

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

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

_____
CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

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

Contractor is

_____

_____ for Ukiah.

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

Accordingly, Contractor agrees as follows:

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

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

PERFORMANCE BOND

BOND No._____

KNOW ALL PERSONS BY THESE PREESNTS:

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

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

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

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

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

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

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

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

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the City, and make available as work

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

(Corporate Seal)

_____
Contractor/Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

(Attach Attorney-in Fact Certificate)

Title_____

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

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

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

_____

_____

_____

(Name and Address of Agent or

Representative for service of process in

California, if different from above)

_____

_____

_____

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

_____

CITY OF UKIAH
Mendocino County, California

PAYMENT BOND

BOND No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

Attn:_____

Address:_____

City/State/Zip:_____

Phone:_____

Fax:_____

Email:_____

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

_____ (SEAL)
Contractor/Principal

By_____
Contractor's Representative

_____
Contractor/Principal's Address

_____
City,State,Zip

_____(SEAL)
Surety

By_____
Surety's Representative

_____
Surety's Address

_____
City,State,Zip

_____
Telephone Number

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

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.

2. The name of the Principal shall be shown exactly as it appears in the Contract.

3. The penal sum shall not be less than required by the Specifications.

4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.

5. If the Principal is a corporation, the bond shall be executed under its corporate seal.
   If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.

6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.

7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.

8. The date of the bond must not be prior to the date of the Contract.

9. The following information must be placed on the bond by the surety company:

   a. The rate of premium in dollars per thousand; and

   b. The total dollar amount of premium charged.

10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.

11. Type or print the name underneath each signature appearing on the bond.

12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as **PRINCIPAL**

and_____

_____, as **SURETY**,

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____

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

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

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

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

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

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

_____(Seal)

BY:_____(Seal)

_____(Seal)
Principal

_____(Seal)

BY:_____(Seal)

_____(Seal)
Surety

Reproduction of Insurance Services Office, Inc. Form

CERTIFICATE OF INSURANCE
CITY OF UKIAH

ISSUE DATE (MM/DD/YY)

PRODUCER

INSURED

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

	COMPANIES	BEST'S RATING
COMPANY LETTER **A**		
COMPANY LETTER **B**		
COMPANY LETTER **C**		
COMPANY LETTER **D**		
COMPANY LETTER **E**		

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

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

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

THE FOLLOWING PROVISIONS APPLY:

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

SAMPLE

INSURER:

POLICY NUMBER:

ENDORSEMENT NUMBER:

COMMERCIAL GENERAL LIABILITY

FORM CG 20 10 11 85 (MODIFIED)

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED ----- OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

Modifications to ISO form CG20 10 1185:

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

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

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

_____
Signature-Authorized Representative

_____
Address

_____

_____
Phone Number

CG 20 10 11 85 Insurance Services Office, Inc. For (Modified)

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR City of Ukiah (the "City")

Endorsement No. _____
Issue Date: _____

PRODUCER Telephone: (_____) _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in limits ☐ In addition to limits ☐ Deductible ☐ Self Insured Retention (check which) of $ _____
NAMED INSURED	APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS
TYPE OF INSURANCE ☐ COMMERCIAL ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS
LIMIT OF LIABILITY $ _____ per accident, for bodily injury and property damage	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ _____ Telephone: (_____) _____

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

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

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

ENDORSEMENT HOLDER	
CITY City of Ukiah 300 Seminary Avenue Ukiah, California 95482-5400	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date signed: _____

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT

FOR City of Ukiah (the "City")

Endorsement No. _____

Issue Date: _____

PRODUCER	POLICY INFORMATION:
Telephone: (_____) _____	Insurance Company: _____ Policy No. _____ Policy Period: (from) _____ (to) _____
NAMED INSURED	OTHER PROVISIONS
CLAIMS: (Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ _____ Telephone: (_____) _____	EMPLOYERS LIABILITY LIMITS $_____ (Each Accident) $_____ (Disease - Policy Limit) $_____ (Disease - Each Employee)

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

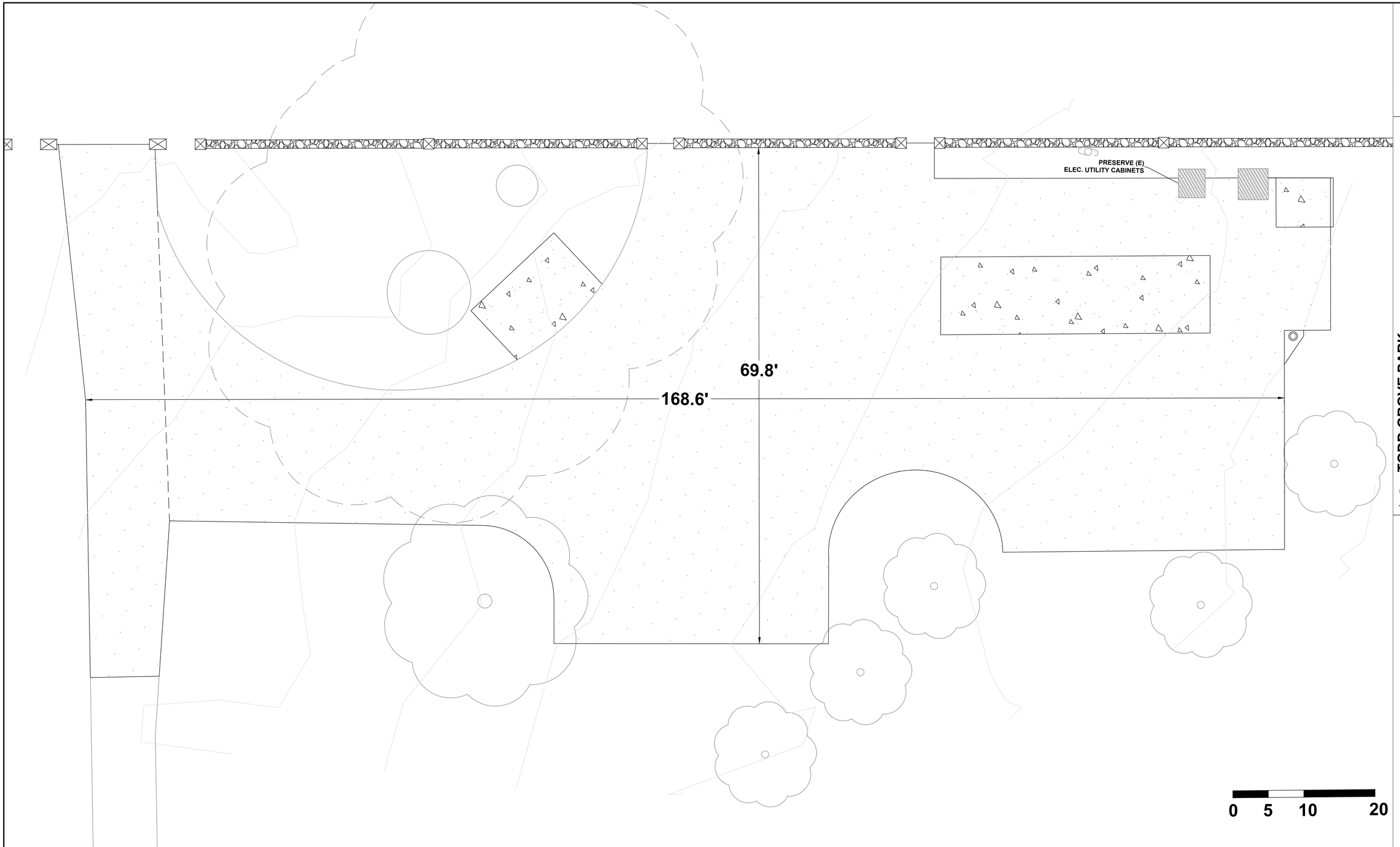
1. CANCELLATION NOTICE: This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
2. WAIVER OF SUBROGATION: This Insurance Company agrees to waive all rights of subrogation against the City, its officer, officials, employees,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

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

ENDORSEMENT HOLDER	
CITY City of Ukiah 300 Seminary Avenue Ukiah, California 95482-5400	AUTHORIZED ☐ Broker/Agent ☐ Underwriter ☐ _____ REPRESENTATIVE I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____Date signed: _____

APPENDIX A

TODD GROVE BBQ AREA LAYOUT



REMOVE EXISTING ASPHALT

REMOVE EXISTING CONCRETE SLAB

SCALE: AS SHOWN
DATE: APRIL 2022
DRAWING NUMBER: PAGE 1

Location TODD GROVE PARK

Project BBQ AREA REHABILITATION

Title DEMOLITION PLAN

CITY OF UKIAH

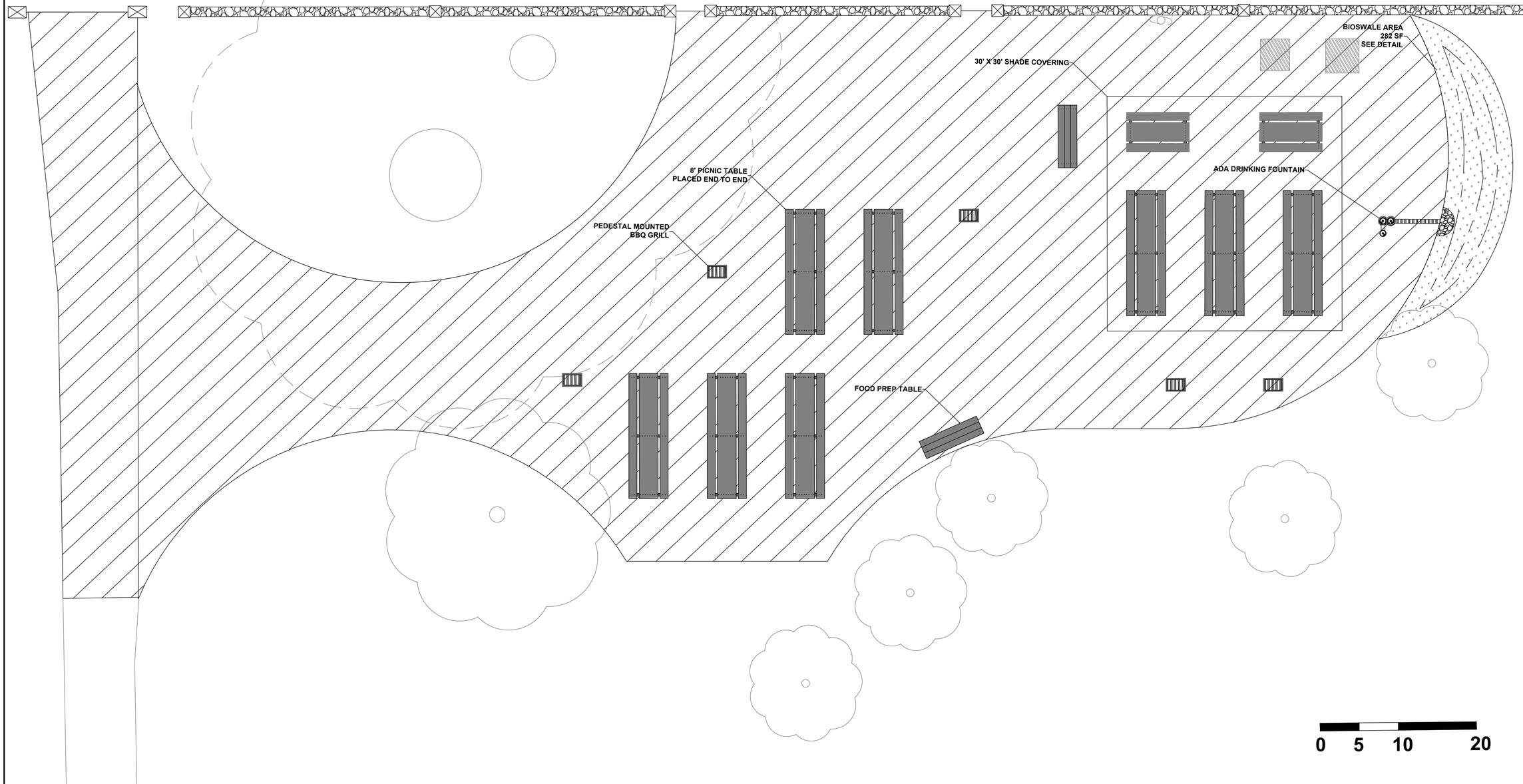
300 Seminary Avenue
Ukiah, CA 95482

DRAWN: A.R.S.

CHECKED BY: T.E.

JOB NUMBER: SPEC NO.

DRAWING FILE: S:\PUBLIC WORKS\AUTOCAD\TODD GROVE BBQ AREA.DWG



PLACE 3" ASPHALT OVER 6" COMPACTED CLASS II BASE

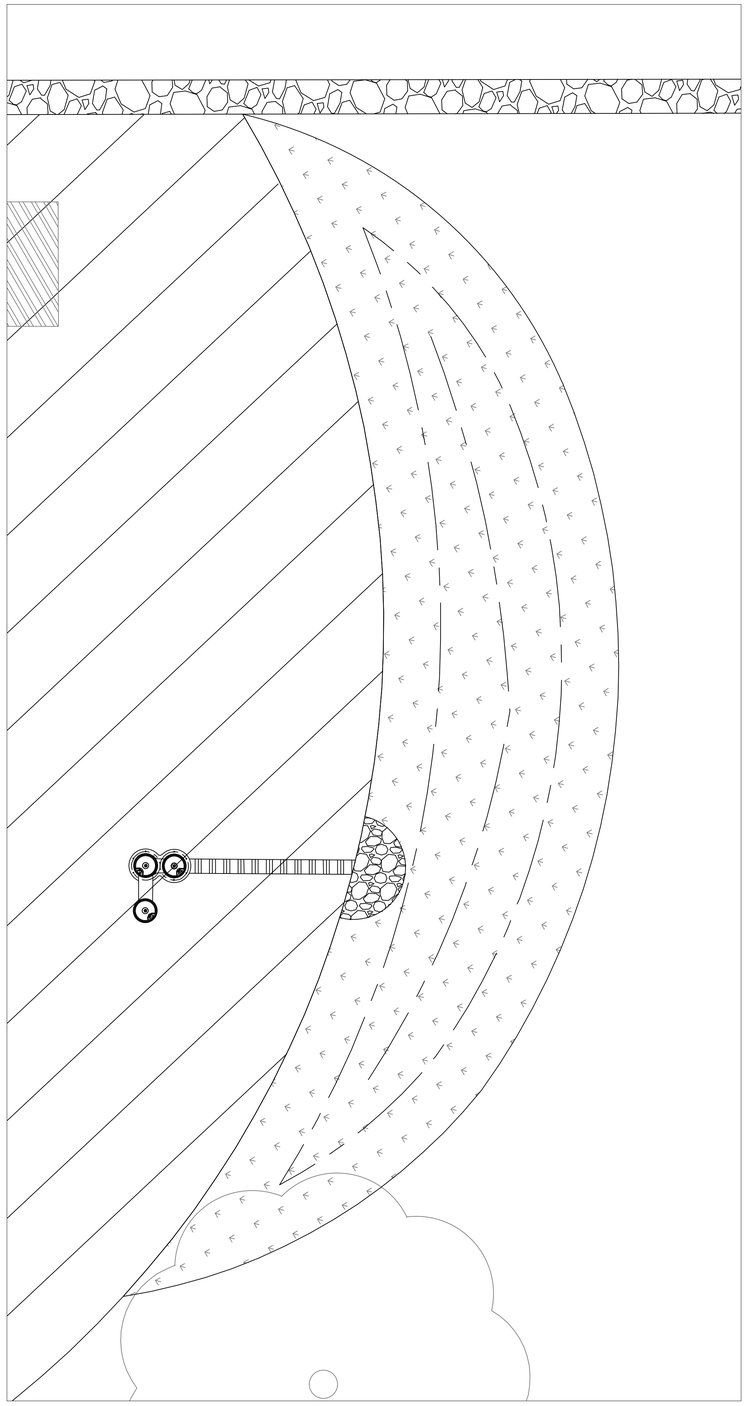
PLANTED SWALE LOCATION

SCALE: AS SHOWN
DATE: APRIL 2022
DRAWING NUMBER: PAGE 2

Location: TODD GROVE PARK
Project: BBQ AREA REHABILITATION
Title: IMPROVEMENT PLAN

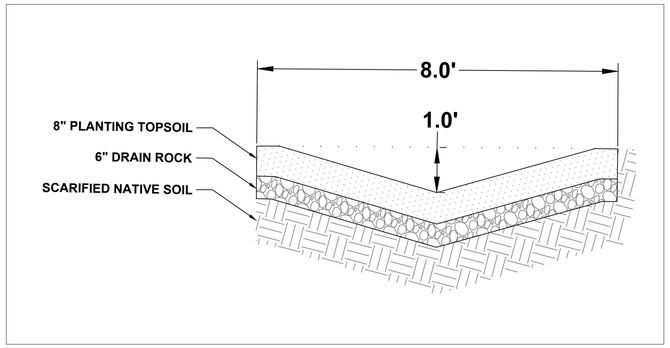
CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482

DRAWN: A.R.S.
CHECKED BY: T.E.
JOB NUMBER: SPEC NO.
DRAWING FILE: S:\PUBLIC WORKS\AUTOCAD\TODD GROVE BBQ AREA.DWG



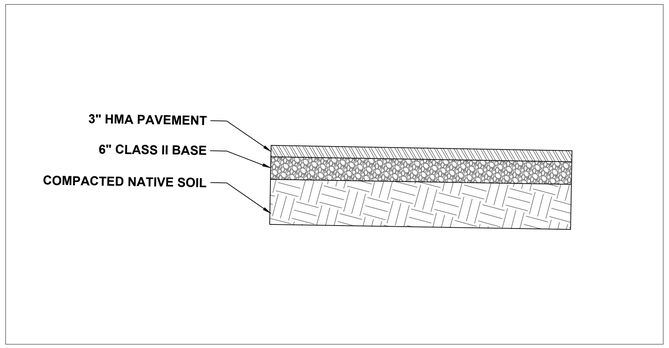
PLANTING PLAN

NOT TO SCALE



SWALE ELEVATION

NOT TO SCALE



PAVING SECTION

NOT TO SCALE

SCALE: AS SHOWN
DATE: APRIL 2022
DRAWING NUMBER: PAGE 3

Location TODD GROVE PARK

Project BBQ AREA REHABILITATION

Title PLAN DETAILS

CITY OF UKIAH

300 Seminary Avenue
Ukiah, CA 95482

DRAWN: A.R.S.

CHECKED BY: T.E.

JOB NUMBER: SPEC NO.

DRAWING FILE: S:\PUBLIC WORKS\AUTOCAD\TODD GROVE BBQ AREA.DWG

ATTACHMENT 2

CITY OF UKIAH

CONTRACT CHANGE ORDER

ORDER NO. 1

DATE: September 11, 2023

Contract for (Description of Facility): Todd Grove Park Public BBQ Facility Reconstruction, Specification No. 23-03
Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400
To (Contractor): MARZ Engineering, 3780 Christy Ln, Ukiah, CA 95482
You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:
Change requested by: City Engineer.

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
1. ADA parking; paint parking spot lines per plans, remove the old ADA parking paint lines by painting over them to black out old lines, and remove and replace ADA signage as required by plans.		$10,374.00
2.		$0
3.		$0
4. .		$0
ESTIMATED NET CHANGE IN CONTRACT PRICE		**$10,374.00**

Justification (Detailed and Concise): These items were not included in the original bid documents. Additional work is requested by City.

The amount of the Contract will be (~~decreased~~/**increased**/~~unchanged~~) by the estimated sum of: ten thousand three hundred seventy-four dollars and no cents ($10,374.00).

The contract total including this and previous Change Orders will be: one hundred twenty three thousand eight hundred and seventy three dollars and eighty four cents ($123,873.84).

The contract period provided for completion will be (**increased**/~~decreased/unchanged~~): 1 day.

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

Approved By: Neil Davis (City) — Date: 9/11/2023

Accepted: (Contractor) — Date: 9/11/2023

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

ATTACHMENT 3

CITY OF UKIAH	ORDER NO. 2
CONTRACT CHANGE ORDER	DATE: 11/1/2023

Contract for (Description of Facility): Todd Grove Park Public BBQ Facility Reconstruction, Specification No. 23-03
Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400
To (Contractor): Marz Engineering, 3780 Christy Ln, Ukiah, CA 95482
You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:
Change requested by: Project Manager.

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
1. Changes to the contract period for completion of the project (see below).		N/A
		N/A
		N/A
		N/A
ESTIMATED NET CHANGE IN CONTRACT PRICE		N/A

Justification (Detailed and Concise): Due to delays in starting the project that was out of the Contractor's control, extending the Contract period.

The amount of the Contract will be (~~decreased/increased~~/unchanged) by the estimated sum of: N/A

The contract total including this and previous Change Orders will be: one hundred twenty three thousand eight hundred and seventy-three dollars and eight four cents ($123,873.84).

The contract period provided for completion will be (**increased**/~~decreased/unchanged~~): 265 days. As such, all work shall be completed no later than May 30, 2024.

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

Approved By: _____ (City) 10/26/2023 Date

Accepted: _____ (Contractor) 11-01-23 Date

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

ATTACHMENT 4

MARZ Engineering
3780 Christy Ln.
Ukiah, CA. 95482
marz.generalengineering@gmail.com
(707)856-3007
April 29, 2024

City of Ukiah
300 Seminary Ave.
Ukiah, CA. 95482

Subject: Change Order Request for Todd Grove Park Public BBQ Reconstruction

Dear City of Ukiah,

I am writing to formally request a change order for the Todd Grove Park Public BBQ Reconstruction project. As we progress with the project, it has become necessary to make adjustments to the original scope of work outlined in the contract. The following changes are being proposed:

1. Description of Change:
   Increase the dimensions of path of travel between two ADA parking spaces from 5 ft. wide to 12 ft. wide and pave 6" to match the asphalt thickness of the road.

2. Rationale:
   These changes need to be made because the original location is not compliant for ADA entrance.

3. Cost and Schedule Impacts:
   The anticipated impact on cost is an increase of $3,600.00 to contract price.

I kindly request that this change order request be reviewed and considered by the appropriate parties involved in the project. I am available to discuss any questions or concerns regarding these proposed changes at your earliest convenience.

Thank you for your attention to this matter. I look forward to your prompt response.

Sincerely,

Ruth Rodriguez
Office Manager
(707)856-3007

Agenda Item No: 8.f.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-195

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Execute a Three-Year Renewal Agreement with Governmentjobs.com, Inc. (dba "NEOGOV") for Cloud-Based Recruiting and Onboarding Modules in the Amount of $75,211.56.

DEPARTMENT: Human Resources / Risk Management

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

PRESENTER: Sheri Mannion, Human Resources/Risk Management Director

ATTACHMENTS:

1. NEOGOV Services Renewal Agreement

Summary: Council will consider authorizing the City Manager to execute a three-year renewal agreement with Governmentjobs, Inc. (dba "NEOGOV") for cloud-based recruiting and onboarding modules.

Background: The City of Ukiah has contracted with Governmentjobs.com, Inc. (dba "NEOGOV") since 2021 for various components of its online Human Resources Management System. The current subscriptions for Insight, Governmentjob.com, and Onboard are set to expire in June 2024.

Discussion: The Human Resources Department acquired NEOGOV Insight and Onboard modules in 2021, allowing the transition from a 100% paper-based application and new hire process to an electronic process. Insight is a fully integrated recruitment, selection, and applicant tracking system designed specifically for the public sector where job opportunities are advertised, and applications are completed, stored, and shared with hiring managers. It provides the public with the convenience to apply for open positions online 24/7 from any location. Applicants are able to monitor the status of their application, update as needed, and apply for multiple potions with a click of a button.

The subscription with NEOGOV also provides an online public sector job board service through "Governmentjobs.com." This is the largest public sector website with an average of six million users visiting the website monthly, providing the City with greater exposure to the talent pool throughout California and the United States, and facilitates the attraction of more qualified public sector job applicants.

Onboard provides for a more productive new hire process by streamlining new hire paperwork, processes, and training. New hires are able to access their individual portal prior to beginning work through an interactive tool for reviewing and completing new hire documentation.

The term of the contract (Attachment 1) and expenses will be spread across three years:

Year 1: $23,624.69
Year 2: $25,042.18
Year 3: $26,544.69

Funding for this year's portion of the total expenditure ($23,624.69) is included within the Human Resources budget request for fiscal year 2025. The remaining balance will be budgeted over the subsequent two fiscal years.

NEOGOV is the market and technology leader in human resources software for the public sector. The City has utilized recruitment and applicant tracking services since 2021, and the software contains historical applicant data, including data required under the City's Record Retention Policy. Maintaining an agreement with this vendor provides continuity of service and data management, as well as options for new services to enhance existing functionality. Furthermore, the City has already entered into agreements with NEOGOV to add the Perform & Learn modules and the Human Resources Information System (CoreHR, Payroll, Benefits, and Time & Attendance). Staff are actively building those modules with the end goal of having a completely integrated and paperless Human Resources and Payroll System.

For all the reasons listed above, Staff recommends Council authorize the City Manager to execute a three-year renewal agreement with Governmentjobs.com Inc. (dba "NEOGOV").

Recommended Action: Authorize the City Manager to execute a three-year renewal agreement with Governmentjobs.com, Inc. (dba "NEOGOV") for cloud-based recruiting and onboarding modules in the amount of $75,211.56.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 20016100.54320: $53,200

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2021213

COORDINATED WITH: Mary Horger, Financial Services Manager

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

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

GENERAL PLAN ELEMENTS (GP): N/A

Approved: Sage Sangiacomo, City Manager

NEOGOV™

NEOGOV ORDER FORM			
NEOGOV: GovernmentJobs.com, INC. (dba "NEOGOV") 2120 Park Place, Suite 100 El Segundo, CA 90245 billing@neogov.com		Customer Name & Address: City of Ukiah 300 Seminary Avenue Ukiah, CA 95482	
Quote Creation Date:	05/07/2024	Contact Name:	Sheri Mannion
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	smannion@cityofukiah.com
Payment Terms	Annual. Net 30 from NEOGOV invoice.		FTE:
Subscription Start Date: 06/10/2024			
Subscription Term (months):36			

Fee Summary		
Service Description	**Term**	**Term Fees**
Insight Enterprise Subscription (IN)	06/10/2024 - 06/09/2025	$9,752.14
GovernmentJobs.com Subscription (GJC)	06/10/2024 - 06/09/2025	$5,258.92
Onboard Subscription (ON)	06/10/2024 - 06/09/2025	$8,613.63
Candidate Text Messaging (CTM)	06/10/2024 - 06/09/2025	$0.00
	2024 - 2025 Total	**$23,624.69**
Insight Enterprise Subscription (IN)	06/10/2025 - 06/09/2026	$10,337.27
GovernmentJobs.com Subscription (GJC)	06/10/2025 - 06/09/2026	$5,574.46
Onboard Subscription (ON)	06/10/2025 - 06/09/2026	$9,130.45
Candidate Text Messaging (CTM)	06/10/2025 - 06/09/2026	$0.00
	2025 - 2026 Total	**$25,042.18**
Insight Enterprise Subscription (IN)	06/10/2026 - 06/09/2027	$10,957.50
GovernmentJobs.com Subscription (GJC)	06/10/2025 - 06/09/2026	$5,908.92
Onboard Subscription (ON)	06/10/2026 - 06/09/2027	$9,678.27
Candidate Text Messaging (CTM)	06/10/2026 - 06/09/2027	$0.00
	2026 - 2027 Total	**$26,544.69**
	Total:	**$75,211.56**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. The Effective Date shall be the Subscription Start Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

NEOGOV™

IN WITNESS WHEREOF, this Order has been executed by such party's duly authorized signatory as of the date set forth below, and such duly authorized signatory consents to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name: Signature: _____ Print Name: Date:	

Agenda Item No: 12.a.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-163

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: The Ukiah City Council Will Receive a Financial Report for the Electric Utility and Consider Adoption of the Proposed Electric Rate Adjustments by Resolution.

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers, Electric Utility Director

PRESENTER: Cindy Sauers, Electric Utility Director

ATTACHMENTS:

1. Attach 1 - City of Ukiah vs. PG&E
2. Attach 2 - 2016 Approved Electric Rates
3. Attach 3 - 2022 Approved Electric Rates
4. Attach 4 - Approved Power Cost Surcharge Rider
5. Attach 5 - 2023 Approved Electric Rates
6. Attach 6 - 2024 Proposed Electric Rates
7. Attach 7 - Resolution Adopting Rate Schedule 05152024

Summary: In accordance with Ukiah City Code Division 4, Chapter 6, Sections 3950 through 3957, the City Council will hold a public hearing on May 15, 2024, to receive the City Manager's Report on Electric Utility rates and consider the adoption, by resolution, of the proposed electric rate adjustments. Legal notices were published in accordance with City Code 3953. The Agenda Summary Report and the City Manager's Report are to be considered the same report.

Background: The City of Ukiah's Electric Utility is a publicly owned, nonprofit utility, governed by the Ukiah City Council. The City Council provides oversight and direction and approves rates. As a municipal utility, all costs related to electric service delivery to customers, including generation, labor, maintenance, and capital improvement funds are covered by the revenue collected through rates. Ukiah's rates are, on average, 48% less than other neighboring Mendocino County utilities (Attachment 1).

The Electric Utility has faced significant challenges in the past several years. The wildfires that ravaged parts of Northern California have resulted in increased legislation and costs as utilities fund projects to reduce the chances of additional fires. The financial burden these projects have placed on utilities in a short period of time is significant. As part of the City Utility's wildfire mitigation efforts, several capital improvement projects are in various stages of completion, including undergrounding high voltage lines and re-conducting aging overhead wire in high fire threat areas on the west side of Ukiah. Although grant funding is secured for some of these projects, matching funds are required. Additional maintenance funding has also been budgeted yearly for vegetation management.

Historically, due to the expensive nature of undergrounding, the Utility typically plans and constructs one underground project every 5–7 years. Since 2019, four projects have been developed. Three of these projects are completed and the undergrounding associated with phase two of the Streetscape project is scheduled to be completed in early summer. Two of the four undergrounding projects were unplanned. The acceleration of these projects has more than doubled the Utility's capital output for undergrounding, resulting in a decrease in available funding for other capital improvement projects.

The Utility continues to be impacted by inflation and supply chain delays. The cost of materials has increased

significantly. Electrical PVC conduit costs have risen 400% since 2019, transformer costs have increased over 60% and lead times have increased from 32 weeks to over 2 years. Other materials have increased between 10-80%.

Energy prices hugely impacted the Utility in 2022 and 2023 with a 28% increase in 2022 and an additional 12% in 2023. Previous years saw roughly 3-5% increases year over year. Although there is a recent downward trend and prices seem to have stabilized, they remain 30% higher than in 2020.

In 2016, Council approved the first electric rate increase in 20 years, implemented over a 5-year period (Attachment 2). Council approved an additional 5-year rate increase in January 2022 (Attachment 3). Unfortunately, only a portion of the cost pressures the industry was experiencing were entirely visible for rate development. Power costs accelerated at an unprecedented clip, increasing over 40% in two years. To mitigate this volatility, Council approved the Power Cost Surcharge (PCS) (Attachment 4), which has, and will continue to deal with the fluctuations in the energy market. The PCS provided the financial support the Utility needed and has been reduced for three consecutive quarters to account for the recent decrease in energy costs. In 2023, Council approved eliminating the last three installments of the 2022 rate increase and replacing them with two new increases (Attachment 5) with the understanding that the Utility would continue to perform cost of service analysis annually to ensure revenue keeps up with expenses.

Discussion: The Utility, once again, contracted with Borismetrics to perform the 2024 cost of service analysis. The analysis considers all costs associated with providing Ukiah customers; generation, transmission, distribution and capital projects. Additionally, the analysis includes a factor for anticipated projects that will help meet the electrification and renewable mandates set forth by the State. The proposed rate changes will provide adequate funding to meet these goals.

The proposed rate tables (Attachment 6) apply to residential, commercial and industrial customers. The CARES program that assists residential customers with paying for their electric bills is available and the Customer Service Department can assist customers needing to access this program. All other rates will remain in effect.

Staff recommends Council receive financial report for the Electric Utility and approve the proposed electric rate adjustments by resolution (Attachment 7).

Recommended Action: Receive financial report for the Electric Utility and approve the proposed electric rate adjustments by resolution.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

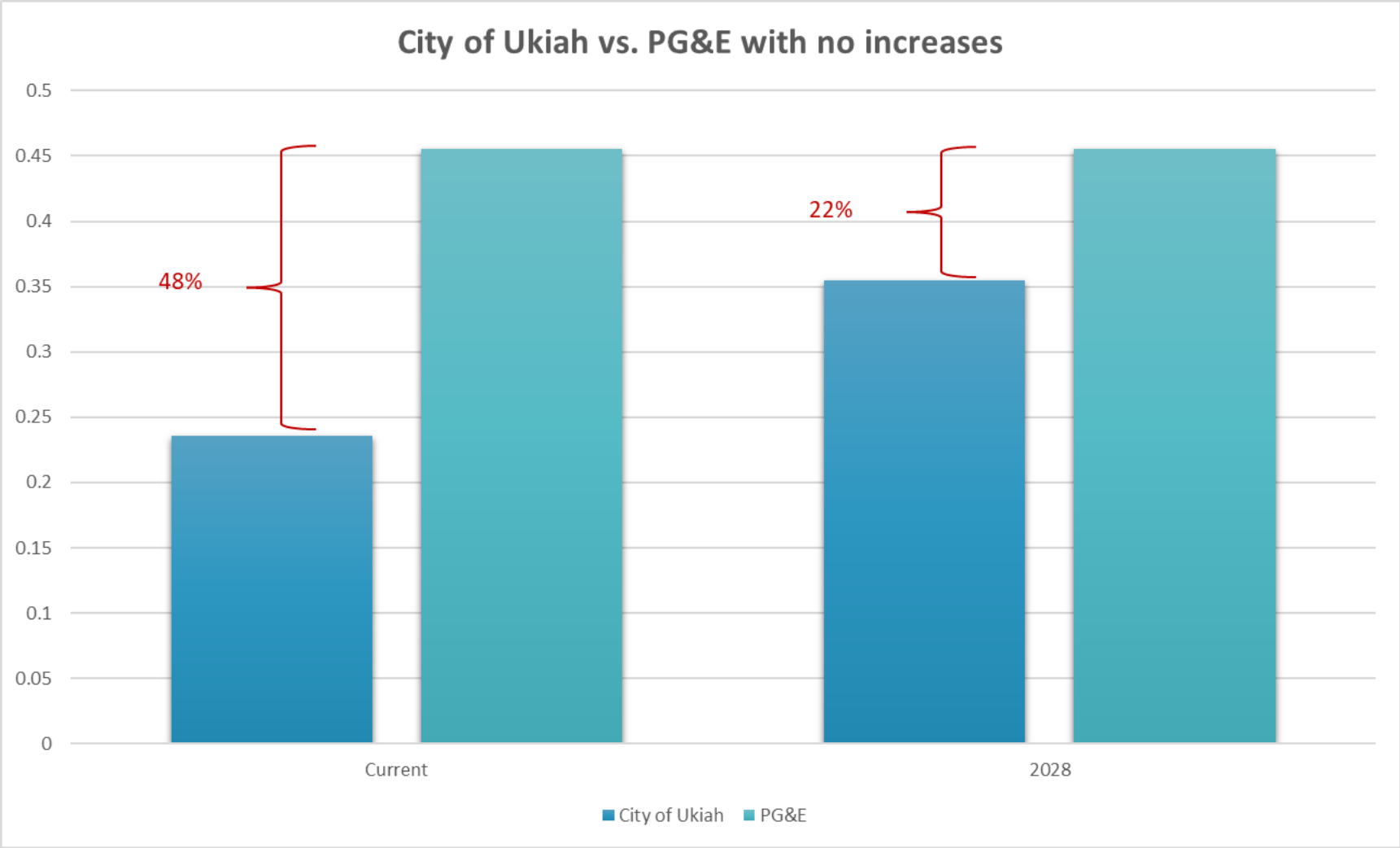
COORDINATED WITH: Sage Sangiacomo, City Manager

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI): **1b** – Increase renewable power production and storage.

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

Approved: Sage Sangiacomo, City Manager


City of Ukiah vs. PG&E with no increases
0.5
0.45
0.4
0.35
0.3
0.25
0.2
0.15
0.1
0.05
0
48%
22%
Current
2028
City of Ukiah
PG&E

Proposed City of Ukiah Electric Rates

Winter Rates effective November 1-April 30
Summer Rates effective May 1-October 31

(The amended rates will apply to the first full month's consumption following the rate's effective date)

Residential Single Phase: Electric Rate E1 (Basic Service), E2 (All Electric)

All Electric Rate (E2) will be closed to new customers effective 1/1/2017. Current customers will be allowed to stay on the rate no matter how they qualified. Other rate discounts and or adjustments to baseline quantities for various programs such as but not exclusive of senior and life support will remain the same. The minimum charge will be billed if the sum of the basic and the energy charges are less than the minimum charge amount.

Rate by effective date	1/1/2017	7/1/2017	7/1/2018	7/1/2019	7/1/2020
Base line Quantities, per kWh, $/kWh	$0.12040	$0.12410	$0.12790	$0.13180	$0.13580
Exceeding Base line Quantities, per kWh, $/kWh	$0.15800	$0.16280	$0.16770	$0.17280	$0.17800
Minimum Monthly Billing, $/Month	$5.00	$5.00	$5.00	$5.00	$5.00
Basic Monthly Charge for Monthly KWh less than 200 kWh per month, $/Month	$0.50	$0.52	$0.54	$0.56	$0.58
Basic Monthly Charge for Monthly KWh greater than or equal to 200 kWh per month and less than 550 kWh per month, $/Month	$1.00	$1.03	$1.07	$1.11	$1.15
Basic Monthly Charge for Monthly KWh greater than or equal to 550 kWh per month , $/Month	$1.50	$1.55	$1.60	$1.65	$1.70

BASELINE QUANTITIES (kWh PER MONTH)

	WINTER	**SUMMER**
Basic Service	360	360
All Electric	660	360

General Service: Electric Rate E5, E6, C5, C6, E55, E51

This rate schedule is applicable to general commercial and non-commercial residential lighting, heating and all single phase and three phase alternating current loads in which energy use is less than 144,000 kWh per meter for 12 consecutive months. This schedule will not be applicable to commercial uses permitted by the City under a Home Occupation Permit.

Effective Date	1/1/2017	7/1/2017	7/1/2018	7/1/2019	7/1/2020
Energy Rates, $/kWh					
Winter	$0.17066	$0.17578	$0.18106	$0.18650	$0.19210
Summer	$0.12663	$0.13043	$0.13435	$0.13839	$0.14255
Base Charge, $/month					
Single Phase (E5)	$8.66	$8.92	$9.19	$9.47	$9.76
Poly-phase (E6)	$9.69	$9.99	$10.29	$10.60	$10.92
X-Ray (E51)	$21.63	$22.28	$22.95	$23.64	$24.35
Minimum Charge , $/Month					
2nd Meter (E55)	$8.66	$8.92	$9.19	$9.47	$9.76

General Service with Demand: Electric Rate E7, C7

This rate is applicable to commercial and non-residential lighting, heating, and all single phase and three phase loads in which energy use is 144,000 kWh or greater per meter for 12 consecutive months. The customer bill will consist of a basic month charge, energy and demand charges.

DEMAND CHARGE

The customer will be billed for demand according to the customer's "maximum kilowatt demand" each month. The number of kilowatt (kW) used will be recorded over 15 minute intervals: the highest 15 minute average kW use in the month will be the customer's maximum demand.

Effective Date	**1/1/2017**	**7/1/2017**	**7/1/2018**	**7/1/2019**	**7/1/2020**
Energy Rates, $/kWh					
Winter	$0.09094	$0.09367	$0.09649	$0.09939	$0.10238
Summer	$0.11295	$0.11634	$0.11984	$0.12344	$0.12715
Basic Charge, $/Month	$72.72	$74.91	$77.16	$79.48	$81.87
Demand Charge, $/kW					
Winter	$4.18	$4.31	$4.44	$4.58	$4.72
Summer	$6.65	$6.85	$7.06	$7.28	$7.50

General Large Industrial Service with Demand: E-1

This schedule is applicable to large industrial production, lighting, heating and all single and three phase loads in which energy use is an average of 75,000 kWh monthly or greater with a demand of 200 kW monthly or greater for at least six consecutive months (multiple meters at a single location will be combined).

The Industrial rate is applicable to large manufacturing facilities, defined as businesses or corporations that produce products for either wholesale or retail sales or businesses that contract to fulfill obligations to produce specific components.

DEMAND CHARGE

The customer will be billed for demand according to the customer's "maximum kilowatt demand" each month. The number of kilowatt (kW) used will be recorded over 15 minute intervals: the highest 15 minute average kW use in the month will be the customer's maximum demand.

Effective Date	**1/1/2017**	**7/1/2017**	**7/1/2018**	**7/1/2019**	**7/1/2020**
Energy Rates $/kWh					
Winter	$0.07034	$0.07246	$0.07464	$0.07688	$0.07919
Summer	$0.09235	$0.09513	$0.09799	$0.10093	$0.10396
Base Charge					
$/Month	$72.72	$74.91	$77.16	$79.48	$81.87
Demand Charge $/kW					
Winter	$4.18	$4.31	$4.44	$4.58	$4.72
Summer	$6.65	$6.85	$7.06	$7.28	$7.50

City of Ukiah Electric Rates

Residential Service Electric Rate E1, E2*

Residential Service Electric Rate E1, E2*							
Rate Year	Rate effective date	Energy kWh Charge		Monthly Fixed Charge - per KWH level			Mimimun monthly charge
		Kwh less than Baseline ($/kWh)	kWh equal to or Greater than Baseline ($/kWh)	Less than 200 kWh per month	201-550 kWh per month	Greater than 550 kWh per month	
1	**April 1,2022**	$0.14797	$0.19395	$1.00	$1.75	$2.75	$5.00
2	**April 1, 2023**	$0.16009	$0.20983	$2.00	$3.19	$4.56	$5.00
3	**April 1, 2024**	$0.17344	$0.22733	$3.00	$4.63	$6.38	$5.00
4	**April 1, 2025**	$0.18837	$0.24691	$4.00	$6.06	$8.19	$5.00
5	**April 1, 2026**	$0.20493	$0.26861	$5.00	$7.50	$10.00	$5.00

(The amended rates will apply to the first full month's consumption following the rate's effective date)

BASELINE QUANTITIES (kWh PER MONTH)

	WINTER (Nov 1-Apr 30)	SUMMER (May 1 -Oct 31)
Basic Service (E1)	360	360
All Electric E2*	660	360

<u>*All Electric Rate E2 was closed to new customers effective 1/1/2017</u>. Current customers will be allowed to stay on the rate no matter how they qualified. Other rate discounts and or adjustments to baseline quantities for various programs such as but not exclusive of senior and life support will remain the same. The minimum charge will be billed if the sum of the basic and the energy charges are less than the minimum charge amount.

City of Ukiah Electric Rates

Small Commercial Service Electric Rate E5, E6, C5, C6

This rate schedule is applicable to general commercial and non-commercial residential lighting, heating and all single phase and three phase alternating current loads in which energy use is less that 144,000 kWh per meter for 12 consecutive months. This schedule will not be applicable to commercial uses permitted by the City under a Home Occupation Permit.

Small Commercial Service Electric Rate E5, E6, C5, C6					
Rate Year	**Rate effective date**	**Energy Charge ($/kWh)**		***Monthly fixed charge ($)***	
		Winter	**Summer**	**E5/C5**	**E6/C6**
1	**April 1, 2022**	$0.16090	$0.20010	$15.50	$16.50
2	**April 1,2023**	$0.17619	$0.21911	$17.21	$18.32
3	**April 1,2024**	$0.19292	$0.23992	$19.10	$20.33
4	**April 1, 2025**	$0.21125	$0.26272	$20.91	$22.26
5	**April 1, 2026**	$0.23132	$0.28768	$22.90	$24.38

WINTER (Nov 1 – Apr 30)
SUMMER (May 1 – Oct 31)

***New electric accounts with intermittent loads (used infrequently) and disconnected within the last 12 months shall be charged $50 in addition to all other new account fees**

City of Ukiah Electric Rates

Medium/Large Commercial Service with Demand Electric Rate E7, C7

This rate is applicable to commercial and non-residential lighting, heating, and all single phase and three phase loads in which energy use is 144,000 kWh or greater per meter for 12 consecutive months. The customer bill will consist of a basic month charge, energy and demand charges.

Demand Charge

The customer will be billed for demand according to the customer's "maximum kilowatt demand" each month. The number of kilowatt (kW) used will be recorded over 15- m i n u t e intervals: the highest 15-minute average kW use in the month will be the customer's maximum demand.

Medium/Large Commercial Service with Demand Electric Rate E7, C7						
Rate Year	Rate effective date	Energy Charge ($/kWh)		*Demand Charge ($/kW)*		Monthly Fixed Charge ($)
		Winter	Summer	Winter	Summer	
1	**April 1, 2022**	$0.11139	$0.13834	$5.48	$8.10	$114.62
2	**April 1, 2023**	$0.12108	$0.15037	$6.42	$8.85	$137.54
3	**April 1,2024**	$0.13260	$0.16470	$7.03	$9.69	$150.61
4	**April 1, 2025**	$0.14520	$0.18030	$7.70	$10.61	$164.92
5	**April 1, 2026**	$0.15900	$0.19740	$8.43	$11.62	$180.59

WINTER (Nov 1 – Apr 30)
SUMMER (May 1 – Oct 31)

City of Ukiah Electric Rates

Industrial Service with Demand Electric Rate I1

This schedule is applicable to large industrial production, lighting, heating and all single and three phase loads in which energy use is an average of 75,000 kWh monthly or greater with a demand of 200 kW monthly or greater for at least six consecutive months (multiple meters at a single location will be combined).

The Industrial rate is applicable to large manufacturing facilities, defined as businesses or corporations that produce products for either wholesale or retail sales or businesses that contract to fulfill obligations to produce specific components.

Demand Charge

The customer will be billed for demand according to the customer's "maximum kilowatt demand" each month. The number of kilowatt (kW) used will be recorded over 15- m i n u t e intervals: the highest 15-minute average kW use in the month will be the customer's maximum demand.

Industrial Service with Demand Electric Rate I1 (Replaces EI Rate)						
Rate Year	**Rate effective date**	**Energy Charge ($/kWh)**		***Demand Charge ($/kW)***		**Monthly Fixed Charge ($)**
		Winter	**Summer**	**Winter**	**Summer**	
1	**April 1, 2022**	$0.08608	$0.11300	$5.29	$8.10	$143.27
2	**April 1, 2023**	$0.09426	$0.12374	$5.92	$8.83	$179.09
3	**April 1,2024**	$0.10320	$0.13550	$6.48	$9.67	$196.10
4	**April 1, 2025**	$0.11300	$0.14840	$7.10	$10.59	$214.73
5	**April 1, 2026**	$0.12370	$0.16250	$7.77	$11.60	$235.13

WINTER (Nov 1 – Apr 30)
SUMMER (May 1 – Oct 31)

City of Ukiah Electric Rates

Ukiah Green Energy Program

For customers wishing to promote the development and use of renewable energy; the City of Ukiah offers a 100 % Green electric rate. This rate is available to all Ukiah electric customers.

The City will procure, on the customer's behalf, Renewable Energy to match the customer's monthly energy consumption. Customers choosing the Green Rate will incur an additional 2.021 cents per kWh for every kWh consumed during the billing period. The 100% Green Rate will be updated yearly and will be based on renewable energy cost, delivery costs and imposed fees. Customers may opt into the program anytime and may opt out any time after the second complete billing cycle on the program.

100% Green Energy Rate		
Program:	**Ukiah Green Energy Rate:**	**Billing Period:**
Ukiah Green Energy	0.02021 per kWh	Monthly

City of Ukiah Amended Power Cost Surcharge Rider

This amends the City of Ukiah Power Cost Surcharge Rider as per Resolution No. 2023- The Power Cost Surcharge (Surcharge) is a per kilowatt-hour (kWh) charge that is used to ensure an adequate revenue stream to cover all power costs incurred by Ukiah Electric's system: including generation, management of Utility owned facilities, and transmission costs through Northern California Power Agency (NCPA). The Surcharge will be assessed to all customers as an additional charge per kWh to their standard rate.

Calculation:
A 12-month running sum of actual metered dollars invoiced and metered kWh of load for the previous 12 months of the NCPA Net All Resources Bill (ARB) will be maintained. The Surcharge Factor for a particular month will be calculated as the previous12-month sum of actual metered NCPA net ARB invoiced amounts divided by the previous 12-month sum of the NCPA ARB metered kWh monthly loads adjusted for distribution losses and for bill timing adjustments. The Surcharge is set as the difference between Surcharge Factor of quarterly and the January 2022 Surcharge Factor. The Surcharge can be negative or positive.

The Surcharge is implemented quarterly on March 1st, June 1st, September 1st, and December 1st, with the first Power Cost Surcharge to begin on March 1, 2023.

City of Ukiah Electric Rates

Residential Service Electric Rate E1, E2*

Residential Service Electric Rate E1, E2*						
	Energy kWh Charge		Monthly Fixed Charge - per kWh level			
Rate Effective Date	kWh less than Baseline ($/kWh)	kWh equal to or Greater than Baseline ($/kWh)	Less than 200 kWh per month	201-550 kWh per month	Greater than 550 kWh per month	Mimimun monthly charge
July 1, 2023	$0.17930	$0.23501	$3.36	$5.19	$7.15	$5.00
January 1, 2024	$0.19633	$0.25734	$4.48	$6.79	$9.17	$5.00

BASELINE QUANTITIES (kWh PER MONTH)

	WINTER (Nov 1-Apr 30)	SUMMER (May 1 -Oct 31)
Basic Service (E1)	360	360
All Electric E2*	660	360

This rate schedule is applicable to residential electric service. Other rate discounts and or adjustments to baseline quantities for various programs such as but not exclusive of senior and life support will remain the same. The minimum charge will be billed if the sum of the basic and the energy charges are less than the minimum charge amount.

*All Electric Rate E2 was closed to new customers effective 1/1/2017. Current customers will be allowed to stay on the rate no matter how they qualified.

City of Ukiah Electric Rates

Small Commercial Service Electric Rate E5, E6, C5, C6

This rate schedule is applicable to general commercial and non-commercial residential lighting, heating and all single phase and three phase alternating current loads in which energy use is less that 144,000 kWh per meter for 12 consecutive months. This schedule will not be applicable to commercial uses permitted by the City under a Home Occupation Permit.

Small Commercial Service Electric Rate E5, E6, C5, C6				
Rate Effective Date	***Energy Charge ($/kWh)***		***Monthly fixed charge($)***	
	Winter	**Summer**	**E5/C5**	**E6/C6**
July 1, 2023	$0.19733	$0.24540	$19.28	$20.52
January 1, 2024	$0.21608	$0.26872	$21.11	$22.47

WINTER (Nov 1 – Apr 30)
SUMMER (May 1 – Oct 31)

Note: New electric accounts with intermittent loads (used infrequently) and disconnected within the last 12 months shall be charged $50 in addition to all other new account fees

City of Ukiah Electric Rates

Medium/Large Commercial Service with Demand Electric Rate E7, C7

This rate is applicable to commercial and non-residential lighting, heating, and all single phase and three phase loads in which energy use is 144,000 kWh or greater per meter for 12 consecutive months. The customer bill will consist of a basic month charge, energy and demand charges.

Demand Charge

The customer will be billed for demand according to the customer's "maximum kilowatt demand" each month. The number of kilowatt (kW) used will be recorded over 15-minute intervals: the highest 15-minute average kW use in the month will be the customer's maximum demand.

Medium/Large Commercial Service with Demand Electric Rate E7, C7					
Rate Effective Date	*Energy Charge ($/kWh)*		*Demand Charge ($/kW)*		Monthly Fixed Charge
	Winter	Summer	Winter	Summer	
July 1, 2023	$0.13561	$0.16841	$7.19	$9.91	$154.04
January 1, 2024	$0.14849	$0.18441	$7.87	$10.85	$168.68

WINTER (Nov 1 – Apr 30)
SUMMER (May 1 – Oct 31)

City of Ukiah Electric Rates

Industrial Service with Demand Electric Rate I1

This schedule is applicable to large industrial production, lighting, heating and all single and three phase loads in which energy use is an average of 75,000 kWh monthly or greater with a demand of 200 kW monthly or greater for at least six consecutive months (multiple meters at a single location will be combined).

The Industrial rate is applicable to large manufacturing facilities, defined as businesses or corporations that produce products for either wholesale or retail sales or businesses that contract to fulfill obligations to produce specific components.

Demand Charge

The customer will be billed for demand according to the customer's "maximum kilowatt demand" each month. The number of kilowatt (kW) used will be recorded over 15- m i n u t e intervals: the highest 15-minute average kW use in the month will be the customer's maximum demand.

Industrial Service with Demand Electric Rate I1					
Rate Effective Date	*Energy Charge ($/kWh)*		*Demand Charge ($/kW)*		Monthly Fixed Charge ($)
	Winter	Summer	Winter	Summer	
July 1, 2023	$0.10557	$0.13859	$6.63	$9.89	$200.58
January 1, 2024	$0.11560	$0.15175	$7.26	$10.83	$219.64

WINTER (Nov 1 – Apr 30)
SUMMER (May 1 – Oct 31)

City of Ukiah Electric Rates

Residential Service Electric Rate E1, E2*

Residential Electric Service E1, E2*						
	Energy Charge $/kWh		**Monthly Fixed Charge by kWh level**			**Minimum**
Rate Effective Date	*kWh less than Baseline $/kWh*	*kWh equal to or greater than Baseline $/kWh*	*Less than 200kWh per month*	*201-550 kWh per month*	*Greater than 550 kWh per month*	*Minimum Monthly Charge*
July 1, 2024	$0.21070	$0.27618	$4.88	$7.57	$11.11	$5.00
January 1, 2025	$0.22610	$0.29636	$5.32	$8.43	$13.46	$5.00
July 1, 2025	$0.24150	$0.31655	$5.80	$9.40	$16.31	$5.00
January 1, 2026	$0.25790	$0.33804	$6.32	$10.47	$19.76	$5.00
January 1, 2027	$0.27380	$0.35888	$6.88	$11.67	$23.94	$5.00
January 1, 2028	$0.29100	$0.38143	$7.50	$13.00	$29.00	$5.00

BASELINE QUANTITIES (kWh PER MONTH)

	WINTER (Nov 1-Apr 30)	**SUMMER (May 1 -Oct 31)**
Basic Service (E1)	360	360
All Electric E2*	660	360

This rate schedule is applicable to residential electric service. Other rate discounts and or adjustments to baseline quantities for various programs, such as but not exclusive of senior and life support will remain the same. The minimum charge will be billed if the sum of the basic and the energy charges are less than the minimum charge amount.

*All Electric Rate E2 was closed to new customers effective 1/1/2017. Current customers will be allowed to stay on the rate no matter how they qualified.

Proposed

City of Ukiah Electric Rates

Small Commercial Service Electric Rate E5, E6, C5, C6, E55

This rate schedule is applicable to general commercial and non-commercial residential lighting, heating and all single phase (E5) and three phase (E6) alternating current loads in which energy use is less than 144,000 kWh per meter for 12 consecutive months. This schedule will not be applicable to commercial uses permitted by the City under a Home Occupation Permit.

Small Commercial Electric Service Rate E5, E6, C5, C6, E55					
Effective Date	*Energy Charge $/kWh*		*Monthly Fixed Charge $*		
	Winter	*Summer*	*E5/C5 Single Phase*	*E6/C6 Poly Phase*	*E55 Extra Meter*
July 1, 2024	$0.23010	$0.28616	$26.39	$28.09	$26.39
January 1, 2025	$0.24736	$0.30762	$28.37	$30.19	$28.37
July 1, 2025	$0.26467	$0.32915	$30.35	$32.31	$30.35
January 1, 2026	$0.28320	$0.35219	$32.48	$34.57	$32.48
January 1, 2027	$0.30161	$0.37508	$34.59	$36.82	$34.59
January 1, 2028	$0.32121	$0.39946	$36.84	$39.21	$36.84

WINTER (Nov 1 – Apr 30)
SUMMER (May 1 – Oct 31)

Proposed

City of Ukiah Electric Rates

Medium/Large Commercial Service with Demand Electric Rate E7, C7

This rate is applicable to commercial and non-residential lighting, heating, and all single phase and three phase loads in which energy use is 144,000 kWh or greater per meter for 12 consecutive months. The customer bill will consist of a basic month charge, energy and demand charges.

Demand Charge

The customer will be billed for demand according to the customer's "maximum kilowatt demand" each month. The number of kilowatt (kW) used will be recorded over 15-minute intervals: the highest 15-minute average kW use in the month will be the customer's maximum demand.

Medium/Large Commercial Electric Service with Demand Rate E7, C7					
Effective Date	*Energy Charge $/kWh*		*Demand Charge $/kW*		*Monthly Fixed Charge*
	Winter	*Summer*	*Winter*	*Summer*	
July 1, 2024	$0.16055	$0.19266	$9.05	$11.94	$210.73
January 1, 2025	$0.17259	$0.20711	$9.73	$12.83	$226.53
July 1, 2025	$0.18467	$0.22161	$10.41	$13.73	$242.39
January 1, 2026	$0.19760	$0.23712	$11.14	$14.69	$259.35
January 1, 2027	$0.21044	$0.25253	$11.86	$15.64	$276.21
January 1, 2028	$0.22412	$0.26895	$12.63	$16.66	$294.17

WINTER (Nov 1 – Apr 30)
SUMMER (May 1 – Oct 31)

Proposed

City of Ukiah Electric Rates

Industrial Service with Demand Electric Rate I1

This schedule is applicable to large industrial production, lighting, heating and all single and three phase loads in which energy use is an average of 75,000 kWh monthly or greater with a demand of 200 kW monthly or greater for at least six consecutive months (multiple meters at a single location will be combined).

The Industrial rate is applicable to large manufacturing facilities, defined as businesses or corporations that produce products for either wholesale or retail sales or businesses that contract to fulfill obligations to produce specific components.

Demand Charge

The customer will be billed for demand according to the customer's "maximum kilowatt demand" each month. The number of kilowatt (kW) used will be recorded over 15- m i n u t e intervals: the highest 15-minute average kW use in the month will be the customer's maximum demand.

Industrial Electric Service with Demand I1					
Effective Date	*Energy Charge $/kWh*		*Demand Charge $/kW*		*Monthly Fixed Charge*
	Winter	*Summer*	*Winter*	*Summer*	
July 1, 2024	$0.12380	$0.16251	$8.35	$11.59	$236.11
January 1, 2025	$0.13309	$0.17470	$8.98	$12.46	$253.82
July 1, 2025	$0.14240	$0.18693	$9.60	$13.33	$271.59
January 1, 2026	$0.15237	$0.20002	$10.28	$14.26	$290.60
January 1, 2027	$0.16227	$0.21302	$10.94	$15.19	$309.49
January 1, 2028	$0.17282	$0.22686	$11.65	$16.18	$329.61

WINTER (Nov 1 – Apr 30)
SUMMER (May 1 – Oct 31)

Proposed

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING ELECTRIC UTILITY RATE SCHEDULE ADJUSTMENTS COMMENCING JULY 1, 2024.

WHEREAS: The City of Ukiah ("City") provides electric utility service to residents and businesses in the City, and Ukiah Electric Utility is the City's publicly owned electric utility with the City Council providing local governance and oversight; and

WHEREAS: The City has operated the municipal electric utility for more than 110 years and the electric rates are based on the cost to provide service; and

WHEREAS: Cost-of-service rates are established to provide Ukiah customers with power that includes generation, transmission, and distribution components; and

WHEREAS: Borismetrics Consulting developed a proforma detailing the revenue requirements for Fiscal Years 2024-25, 2025-26, 2026-27, and 2027-28 with input from Staff; and

WHEREAS: The revenue requirements detailed in the proforma show increases in the cost to provide the City with electric service; and

WHEREAS: The fair and reasonable allocation of costs to provide electric service is required by California's Proposition 26, Article XIII-C, Section 1 of the California Constitution and the proforma ensures that the proposed electric rates comply with California's Proposition 26; and

WHEREAS: In accordance with the Ukiah City Code Division 4, Chapter 6, Sections 3950 through 3957, the City Council will hold a public hearing on June 7, 2023, to receive the City Manager's Report on electric utility energy rates and consider adoption by resolution of proposed electric rate increases. Legal notices were published successfully in accordance with City Code section 3953; and

WHEREAS: The City Manager and Staff recommend implementing the proposed increases, starting in July 2024 as shown in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ukiah determines that each of the findings set forth above is true and correct.

BE IT FURTHER RESOLVED that the City Council of the City of Ukiah hereby adopts the Proposed Electric Rates, as set forth in Exhibit A and that these rates shall be effective the first billing cycle of July 2024, unless otherwise ordered by the City Council on May 15, 2024. All prior rate schedules in conflict herewith are repealed upon the effective date of the new schedule. All other contract conditions for service remain unaltered and in full effect and the City Clerk shall cause the publication of this resolution in the Ukiah Daily Journal within 10 days following City Council action on May 15, 2024, pursuant to the provisions of Section 3957 of the Ukiah City Code.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah on the 15th day of May 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Josefina Duenas, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

Exhibit A

City of Ukiah Electric Rates

Residential Service Electric Rate E1, E2*

Residential Electric Service E1, E2*						
	Energy Charge $/kWh		**Monthly Fixed Charge by kWh level**			**Minimum**
Rate Effective Date	*kWh less than Baseline $/kWh*	*kWh equal to or greater than Baseline $/kWh*	*Less than 200kWh per month*	*201-550 kWh per month*	*Greater than 550 kWh per month*	*Minimum Monthly Charge*
July 1, 2024	$0.21070	$0.27618	$4.88	$7.57	$11.11	$5.00
January 1, 2025	$0.22610	$0.29636	$5.32	$8.43	$13.46	$5.00
July 1, 2025	$0.24150	$0.31655	$5.80	$9.40	$16.31	$5.00
January 1, 2026	$0.25790	$0.33804	$6.32	$10.47	$19.76	$5.00
January 1, 2027	$0.27380	$0.35888	$6.88	$11.67	$23.94	$5.00
January 1, 2028	$0.29100	$0.38143	$7.50	$13.00	$29.00	$5.00

BASELINE QUANTITIES (kWh PER MONTH)

	WINTER (Nov 1-Apr 30)	**SUMMER (May 1 -Oct 31)**
Basic Service (E1)	360	360
All Electric E2*	660	360

This rate schedule is applicable to residential electric service. Other rate discounts and or adjustments to baseline quantities for various programs, such as but not exclusive of senior and life support will remain the same. The minimum charge will be billed if the sum of the basic and the energy charges are less than the minimum charge amount.

*All Electric Rate E2 was closed to new customers effective 1/1/2017. Current customers will be allowed to stay on the rate no matter how they qualified.

Small Commercial Service Electric Rate E5, E6, C5, C6, E55

This rate schedule is applicable to general commercial and non-commercial residential lighting, heating and all single phase (E5) and three phase (E6) alternating current loads in which energy use is less than 144,000 kWh per meter for 12 consecutive months. This schedule will not be applicable to commercial uses permitted by the City under a Home Occupation Permit.

Small Commercial Electric Service Rate E5, E6, C5, C6, E55					
Effective Date	*Energy Charge $/kWh*		*Monthly Fixed Charge $*		
	Winter	*Summer*	*E5/C5 Single Phase*	*E6/C6 Poly Phase*	*E55 Extra Meter*
July 1, 2024	$0.23010	$0.28616	$26.39	$28.09	$26.39
January 1, 2025	$0.24736	$0.30762	$28.37	$30.19	$28.37
July 1, 2025	$0.26467	$0.32915	$30.35	$32.31	$30.35
January 1, 2026	$0.28320	$0.35219	$32.48	$34.57	$32.48
January 1, 2027	$0.30161	$0.37508	$34.59	$36.82	$34.59
January 1, 2028	$0.32121	$0.39946	$36.84	$39.21	$36.84

WINTER (Nov 1 – Apr 30)
SUMMER (May 1 – Oct 31)

Medium/Large Commercial Service with Demand Electric Rate E7, C7

This rate is applicable to commercial and non-residential lighting, heating, and all single phase and three phase loads in which energy use is 144,000 kWh or greater per meter for 12 consecutive months. The customer bill will consist of a basic month charge, energy and demand charges.

Demand Charge

The customer will be billed for demand according to the customer's "maximum kilowatt demand" each month. The number of kilowatt (kW) used will be recorded over 15- m i n u t e intervals: the highest 15-minute average kW use in the month will be the customer's maximum demand.

Medium/Large Commercial Electric Service with Demand Rate E7, C7					
Effective Date	*Energy Charge $/kWh*		*Demand Charge $/kW*		*Monthly Fixed Charge*
	Winter	*Summer*	*Winter*	*Summer*	
July 1, 2024	$0.16055	$0.19266	$9.05	$11.94	$210.73
January 1, 2025	$0.17259	$0.20711	$9.73	$12.83	$226.53
July 1, 2025	$0.18467	$0.22161	$10.41	$13.73	$242.39
January 1, 2026	$0.19760	$0.23712	$11.14	$14.69	$259.35
January 1, 2027	$0.21044	$0.25253	$11.86	$15.64	$276.21
January 1, 2028	$0.22412	$0.26895	$12.63	$16.66	$294.17

WINTER (Nov 1 – Apr 30)
SUMMER (May 1 – Oct 31)

Industrial Service with Demand Electric Rate I1

This schedule is applicable to large industrial production, lighting, heating and all single and three phase loads in which energy use is an average of 75,000 kWh monthly or greater with a demand of 200 kW monthly or greater for at least six consecutive months (multiple meters at a single location will be combined).

The Industrial rate is applicable to large manufacturing facilities, defined as businesses or corporations that produce products for either wholesale or retail sales or businesses that contract to fulfill obligations to produce specific components.

Demand Charge

The customer will be billed for demand according to the customer's "maximum kilowatt demand" each month. The number of kilowatt (kW) used will be recorded over 15- m i n u t e intervals: the highest 15-minute average kW use in the month will be the customer's maximum demand.

Industrial Electric Service with Demand I1					
Effective Date	*Energy Charge $/kWh*		*Demand Charge $/kW*		*Monthly Fixed Charge*
	Winter	*Summer*	*Winter*	*Summer*	
July 1, 2024	$0.12380	$0.16251	$8.35	$11.59	$236.11
January 1, 2025	$0.13309	$0.17470	$8.98	$12.46	$253.82
July 1, 2025	$0.14240	$0.18693	$9.60	$13.33	$271.59
January 1, 2026	$0.15237	$0.20002	$10.28	$14.26	$290.60
January 1, 2027	$0.16227	$0.21302	$10.94	$15.19	$309.49
January 1, 2028	$0.17282	$0.22686	$11.65	$16.18	$329.61

WINTER (Nov 1 – Apr 30)
SUMMER (May 1 – Oct 31)

Agenda Item No: 13.a.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-173

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution to Remove On-Street Parking on the West Side of Main Street, from the Intersection of Mill Street to Norton Street.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, City Engineer/Director of Public Works

ATTACHMENTS:

1. No Parking - Packet
2. Resolution - DRAFT

Summary: Council will consider adoption of a resolution to remove on-street parking on the west side of Main Street, from the intersection of Mill Street to Norton Street.

Background: "Complete streets" is a transportation policy and design approach that requires streets to be planned, designed, operated and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation. The California Complete Streets Act (AB1358), adopted in 2008, requires that cities and counties incorporate “Complete Street” policies when updating their General Plan Circulation Element.

In order to incorporate Complete Streets principles, the design by Engineering Staff included buffered bike lanes on Main Street as part of the Urban Core Rehabilitation and Transportation Project. This item will provide a significant benefit to the multimodal community. The design has been approved by the Ukiah City Council, but the elimination of parking along the west side of the street is also required to accommodate the bike lanes.

Discussion: On April 17, 2024, Public Works sent out a notice informing stakeholders (property owners and occupants of those addresses) of the proposal to remove on-street parking along the west side of Main Street between Mill Street and Norton Street. A copy of the notice can be found in Attachment 1.

The results of removing the on-street parking are depicted on the map (in Attachment 1) included in the notice.

Staff is recommending that Council adopt the Resolution (Attachment 2) removing the on-street parking on the west side of Main Street between Mill Street and Norton Street.

Recommended Action: Adopt a resolution removing on-street parking on the western side of Main Street from the intersection of Mill Street to Norton Street.

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: Andrew Stricklin, Senior Engineer and Tim Eriksen, City Engineer/Director of Public Works

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

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

GENERAL PLAN ELEMENTS (GP):GP-A5 - Environment and Sustainability Element GP-A4 - Public Facilities, Services, and Infrastructure Element

Approved: _____
Sage Sangiacomo, City Manager

City of Ukiah

Monday May 6, 2024

Main Street Property Owner/Resident

RE: 2nd notice - Proposed no parking on for west side on Main Street between Mill Street and Norton Street

To Whom it may concern:

The enclosed flyer provides some general information about the Urban Core Rehabilitation and Transportation Project (UCRT) – or the improvement of Main, Perkins, and Gobbi Streets, which includes utility replacement, pedestrian improvements, and the repaving of roadway on Main Street. This additional notice is to inform you regarding a specific portion of that project, the removal of parking on the west side of Main Street between Mill Street and Norton Street as shown on the back of this letter. The purpose of this change is to install protected bike lanes for this area.

The proposal will be presented and discussed at the May 15, 2024 City Council Meeting held within the City of Ukiah Civic Center at 300 Seminary Ave. Instructions on how to attend this meeting virtually can be found at http://www.cityofukiah.com/meetings/

If you have questions or would like additional information prior to the Council Meeting you may contact the Public Works Senior Engineer, Andrew Stricklin at (707)463-6297 or astricklin@cityofukiah.com.

Sincerely,

Tim Eriksen

Director of Public Works/City Engineer, City of Ukiah

PROPOSED NO PARKING WEST SIDE - MILL ST. TO NORTON ST.

N

No Parking - West Side Main St.

0 250 500 Feet

This map is a guide. Every reasonable effort has been made to ensure the accuracy of the map and data provided. Parcel lines are not intended to represent surveyed data.

Document Path: Q:\Stricklin, Andrew\GIS Maps\GIS\Projects\Parking\No Parking on Mill Street.mxd

City of Ukiah Public Works

Date Saved: 3/27/2024 10:51:57 AM

RESOLUTION 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH REMOVING ON-STREET PARKING ALONG MAIN STREET BETWEEN MILL STREET AND NORTON STREET ALONG WESTERN SIDE OF ROAD

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, Public Works is implementing Complete Streets concepts in concert with the Complete Street Ad Hoc; and

WHEREAS, Public Works has identified Main Street as a corridor that has opportunities for multi-modal form of travel; and

WHEREAS, the City Engineer has considered the request in May 2024, to establish the no parking zone within the City of Ukiah; and

WHEREAS, the City Engineer recommends this request regarding the no parking zone.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council of the City of Ukiah does establish a no parking zone on Main Street at a location determined by the City Engineer, and as depicted in Exhibit A.

PASSED AND ADOPTED this 15th day of May, 2024 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Josefina Dueñas, Mayor

ATTEST:

_____
Kristine Lawler, City Clerk

EXHIBIT A

N

No Parking - West Side Main St.

0 250 500 Feet

This map is a guide. Every reasonable effort has been made to ensure the accuracy of the map and data provided. Parcel lines are not intended to represent surveyed data.

Document Path: Q:\Stricklin, Andrew\GIS Maps\GIS\Projects\Parking\No Parking on Mill Street.mxd

City of Ukiah Public Works

Date Saved: 3/27/2023 10:51:57 AM

Agenda Item No: 13.b.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-162

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Receive Report and Recommendations Regarding Research into the Existing Fee Discount Categories of Select Services of the Planning Division of the Community Development Department, and Provide Direction as Necessary to Staff.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter, Community Development Director

PRESENTER: Craig Schlatter, Community Development Director

ATTACHMENTS:

1. 2024 Fees for Planning Permits and Related Services
2. 2024 Planning Permits Fee Schedule Supplement
3. Planning Division Fee Schedule Discounts Report May 2024
4. Fee Reductions-Discounts Table 2-21-24

Summary: Council will receive a report and recommendations regarding research into the existing fee discount categories of select services of the Planning Division of the Community Development Department, and provide direction to Staff.

Background: On February 21, 2024, City Council adopted Resolution No. 2024-05, establishing updated fees for the Planning and Building divisions of the Community Development Department (CDD). As part of the staff report prepared for the item, and in response to input received from the Fee Schedule (now, the Zoning Reform) Ad Hoc, Staff made two additional recommendations that were directed by Council. Specifically:

1. Staff to revise the layout of the online fee schedule posted on the webpage of the Planning Division and available at the front counter such that terms are well-explained and the information is easier to access/understand; and

2. Staff to do further research and analysis into the existing fee reduction categories and present a report to Council with recommendations on those fee reductions. Such report would be produced for Council review within four months, or by June 30, 2024.

Staff revised the layout of the online fee schedule posted on the webpage of the Planning Division (https://cityofukiah.com/community-development/planning-services/) and available at the front counter (Attachment 1). To ensure terms are well-explained and the information easier to access/understand, Staff also developed a new supplement (Attachment 2) to the Planning Division's fee schedule, which is also accessible online and at the front counter of the Community Development Department.

With Task 1 completed, the purpose of this staff report is to present a report and recommendations regarding Task 2- research into the existing fee discount categories of select services of the Planning Division.

Discussion: To complete research into the origin of the existing fee discount categories of select services of the Planning Division and arrive at recommendations, Staff reviewed staff reports and agenda packets dating back to 2002 and planning permit applications dating back to 2016. A complete report containing details of this research is included as Attachment 3. A list of the existing fee schedule discounts is included as Attachment 4.

Below are conclusions and recommendations.

Conclusions

1. Based on the research and analysis in this report, Staff finds no evidence that the fee discounts incentivized development of the types of projects originally envisioned. Developers have commented throughout the last seven years that they are primarily seeking certainty in the entitlement process, rather than reduced fees.

2. Planning approaches such as "performance zoning," where a city or county adopts an administrative approval process for certain uses that meet objective performance standards, may prove more effective in incentivizing the types of projects first envisioned within the 2016 fee schedule.

3. Current State laws, such as the California Building Code, mandate such energy conservation and solar measures listed on the 2016 fee schedule. Where not mandated by State law, the City has integrated many of the Project Design and Energy and Water Conservation features into the Objective Design and Development Standards for new housing projects. The same types of standards could be designed for commercial projects.

Recommendations

Staff recommends Council provide direction to Staff on how to proceed. Below are proposed recommendations, based on the conclusions reached in this report, for Council's consideration.

1. Direct Staff and the Zoning Reform Ad Hoc to explore the development of a new Administrative Use Permit (AUP) and/or make additional recommendations on how to streamline entitlement processes. After preliminary discussions with the Zoning Reform Ad Hoc, at the minimum AUPs may be appropriate for former "level 1" minor permit types, as well as public art, community gardens, outdoor dining, live entertainment, sidewalk cafes, and tasting rooms.

2. Direct Staff to bring back an amendment to the existing fee schedule at a future Council meeting to remove fee discounts and/or make additional changes to fees for AUPs and other planning permits.

Staff believes the above two tasks can be completed within three months, or by August 1, 2024.

Recommended Action: Receive a report and recommendations regarding research into the existing fee discount categories of select services of the Planning Division of the Community Development Department, and provide direction to Staff.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Zoning Reform Ad Hoc; Jesse Davis, Chief Planning Manager

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: _____
Sage Sangiacomo, City Manager

ATTACHMENT 1

City of Ukiah

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Services Division
300 Seminary Avenue
Ukiah, CA 95482
planningdivision@cityofukiah.com
www.cityofukiah.com/planning-services
Phone: (707) 463-6203
Fax: (707) 463-6204

2024 Fees for Planning Permits and Related Services

Application fees for planning and related entitlement permit services are collected at the time an application is submitted. These fees were established by the City Council to more fully recover the costs of staff time spent reviewing and processing the applications. Fees can be submitted via phone or at the counter of the Community Development Department, 300 Seminary Avenue, Ukiah. Please make checks payable to "City of Ukiah."

In general, there are two application fee types: "flat fee" applications and "cost recovery" applications. Flat fee applications require one single fee collected at time of application submittal. No additional fees are collected, nor are any fees refunded, regardless of the final cost of processing the application by the City. For cost recovery applications, the applicant pays an initial deposit, and the City invoices against the initial deposit based on the "fully burdened" hourly rate of the staff person performing work pertaining to the application. Upon exhaustion of the initial deposit, additional deposits are requested until:

1) Application withdrawal, either by the applicant or administratively by the Community Development Director due to a prolonged lack of activity/responsiveness from the applicant; or
2) Signed letter of approval of the entitlement. The fully burdened hourly rate includes pay, benefits, and City overhead/administration costs.

Application Type	Adopted Fee
Address Change	$100
Amendment to Major Site Development Permit and/or Major Use Permit	
Amendment – Major	$3,000 Deposit/Cost Recovery (1)
Amendment – Minor	$1,000
Annexation	$3,000 Deposit/Cost Recovery (1)
Appeal of Major or Minor Site Development and/or Use Permit	
By Project Applicant	$500 Deposit/Cost Recovery (1)
By Public	$500
Boundary Line Adjustments (BLA)s and Lot Mergers	
BLA or Merger	$500
BLA or Merger – Residentially Zoned Parcels	$350 per application
BLA or Merger – Affordable Housing Project	$260 per application (2)
BLA or Merger – Special Housing Needs Project	$170 per application (2)
Building Permit Planning Review ("Plan Check") fee – added to building permit fee at building permit issuance	$50
Business License	$0 (for planning staff review)
California Environmental Quality Act (CEQA)	
Archeological Search for Environmental Review	SSU Northwest Information Center Fee (3)
CEQA Document Filing and Recording	$50 or current recording fee for CEQA document filing as posted by the Mendocino County Clerk Recorder's Office
Special CEQA Document or Complex Initial Environmental Study	Full Consultant Fee plus 15% Administration Fee
CEQA Environmental Impact Report (EIR)	Full Consultant Fee plus 15% Administration Fee

California Fish & Wildlife (CDFW) Filing Fee – EIR	Fee set annually by CDFW and subject to increase January 1 (4)
CDFW Filing Fee – Negative or Mitigated Negative Declarations	Fee set annually by CDFW and subject to increase January 1 (4)
CEQA Mitigation Monitoring	$200
Cannabis Related Business Use Permit Renewal Fee	$1,000 Deposit/Cost Recovery (1)
Certificate of Compliance (to recognize existing parcels)	$350
Demolition Permit Historical Review – added to building permit fee (For structures older than 50 years)	$350
Determinations of Appropriate Use	
Community Development Director Determination	$500
General Plan Amendment	$3,000 Deposit/Cost Recovery (1)
General Plan/Advance Planning Maintenance Fee – added to building permit fee	15% of total building permit cost (Building Permit, Mechanical Permit, Electrical Permit, Plumbing Permit, and Plan Check)
Mural Permit	
For murals on private property	$450
For murals on public property	$0
Outdoor Dining Permit	
New Outdoor Dining Permit	$0 (5)
Renewal of Existing Outdoor Dining Permit	$50
Photocopying costs	
1 – 5 pages	No cost
More than 5 pages	$0.10 per page
Pre-Application Review and Planning Staff Zoning Research	
Planning Commission	$300 Deposit/Cost Recovery (1)
Planning Division Staff Level 1 (less than 1 hour of time)	$0
Planning Division Staff Level 2 (more than 1 hour of time)	$200 Deposit/Cost Recovery (1)
Review by Project Review Committee	$250
Public Hearing Continuation Request	
Continuations requested by Applicant that require re-noticing	$200
Reproduction of the following documents and plans:	
Documents and Maps	$30
2040 Ukiah General Plan or earlier Ukiah General Plans	$30
City of Ukiah Zoning Ordinance	$30
City of Ukiah Subdivision Ordinance	$30
Bike and Pedestrian Master Plan	$30
Ukiah Municipal Airport Master Plan	$15
City of Ukiah Landscaping Guidelines	$15
City of Ukiah Design Guidelines (1992)	$15
Creek Plans	$30
2040 Ukiah General Plan Map or earlier Ukiah General Plan Maps	$30
Zoning Map	$5.00-$30.00
Other Plans (misc. maps, graphics, and reports)	$5.00-$30.00
Planned Developments	
Planned Development	$3,000 Deposit/Cost Recovery (1)
Planned Development – Affordable Housing Project	$2,400 Deposit/Cost Recovery (2)
Planned Development – Special Housing Needs Project	$1,800 Deposit/Cost Recovery (2)
Pre-zoning or Rezoning	$3,000 Deposit/Cost Recovery (1)
Sign Permit	
Minor (up to 1 hour of staff time)	$50
Major (more than 1 hour of staff time)	$150
Site Development Permits	
Major	$3,000 Deposit (1)
Major – Affordable Housing Project	$2,400 Deposit/Cost Recovery (2)
Major – Special Housing Needs Project	$1,800 Deposit/Cost Recovery (2)
Minor	$1,000
Minor – Affordable Housing Project	$800
Minor – Special Housing Needs Project	$600

Site Development Permit – Amendments	
Major Amendment	$3,000 Deposit/Cost Recovery (1)
Minor Amendment	$1,000
Site Inspection Request	
Property owner/Applicant	$0
Specific Plan/Master Plan	
Specific Plan/Master Plan Review	$3,000 Deposit/Cost Recovery (1)
Specific Plan/Master Plan Review – Affordable Housing Project	$2,400 Deposit/Cost Recovery (2)
Specific Plan/Master Plan Review – Special Housing Needs Project	$1,800 Deposit/Cost Recovery (2)
Subdivision	
Major	$3,000 Deposit/Cost Recovery (1)
Major – Affordable Housing Project	$2,400 Deposit/Cost Recovery (2)
Major – Special Housing Needs Project	$1,800 Deposit/Cost Recovery (2)
Minor	$1,000
Minor – Affordable Housing Project	$800
Minor – Special Housing Needs Project	$600
Exception (Minor Subdivisions)	$500
Exception (Minor Subdivisions) – Affordable Housing Project	$400
Exception (Minor Subdivisions) – Special Housing Needs Project	$200
Modification to Recorded Subdivision Map	$600
Time Extension for Subdivision/Parcel Map	$200
Temporary Objects/Sidewalk Café Encroachment Permit	
Planning Fee $50 / Public Works Fee $45	$95
Use Permit	
Major	$3,000 Deposit/Cost Recovery (1)
Major – Affordable Housing Project	$2,400 Deposit/Cost Recovery (2)
Major – Special Housing Needs Project	$1,800 Deposit/Cost Recovery (2)
Minor	$1,000
Use Permit – Amendments	
Major Amendment	$3,000 Deposit/Cost Recovery (1)
Minor Amendment	$1,000
Variance	
Major (seeking more than 50% relief from the Code)	$3,000 Deposit/Cost Recovery (1)
Major - Affordable Housing Project	$2,400 Deposit/Cost Recovery (2)
Special Housing Needs Project	$1,800 Deposit/Cost Recovery (2)
Minor (seeking less than 50% relief from the Code)	$1,000
Violation/Penalty	
Proceeding with use/construction/activity without required permit	Double the Cost of the Permit

(1) The application is subject to full cost recovery of staff time and materials required to process the application. Applicants will be billed for the full cost of processing the application based on staff time, utilizing the fully burdened hourly rate for each staff position spending time on the application, overhead, and materials.
(2) Affordable Housing and Special Needs Housing Applications are discounted to 80% and 60%, respectively, of the application fees associated with the primary application type. See below table for additional detail.
(3) The total of all fees for archeological searches through SSU's Northwest Information Center is required. These fees are published on SSU's Northwest Information Center webpage.
(4) Fees for each CEQA determination- EIR, ND, MND- are published annually on CDFW's webpage: https://wildlife.ca.gov/Conservation/Environmental-Review/CEQA/Fees.
(5) Fee for New Outdoor Dining Permits is $450 but has been waived per Council direction. See below table.

Community Development Department Staff Fully Burdened Hourly Rates
(For cost recovery project applications)

Chief Planning Manager	$	123.05
Community Development Technician II	$	48.76
Chief Building Official	$	126.48
Community Development Director	$	174.28
Community Development Technician I	$	63.22

Fee Reductions / Discounts Table

The following fee reductions and discounts shall be applied to all new planning related applications, per the associated application type.

Description of Application Types Qualifying for Fee Reduction/Discount	Amount of Fee Reduction/Discount
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
Affordable Housing Projects: Projects restricting 100% of units to qualifying tenants and homeowners with incomes of no more than 80% of Mendocino County Area Median Income.	80% deposit and 80% cost recovery rather than 100% on Planning Permits
Special Needs Housing Projects: Projects involving permanent supportive rental housing for special needs individuals, such as individuals experiencing homelessness and/or with mental illness.	60% deposit and 60% cost recovery rather than 100% on Planning Permits

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT
300 SEMINARY AVENUE
UKIAH, CA 95482

Supplement to City of Ukiah Fee Schedule
Descriptions and Definitions of Applications and Terms

Overview
This supplement has been prepared to describe common planning application types, as well as defining how and when such applications would be pursued. As cited, definitions are taken from Ukiah City Code (UCC). When helpful for context, additional definitions may be provided.

1. BOUNDARY LINE ADJUSTMENTS (LOT LINE ADJUSTMENTS)

Definition (UCC 8295): As provided by Subdivision Map Act section 66412(d), the lot line adjustment procedure is for the purpose of relocating lot lines between four (4) or fewer existing adjoining parcels where the land taken from one parcel is added to an adjoining parcel and where a greater number of parcels than originally existed is not created. For the purpose of this chapter, "adjoining" means touching.

Application Procedure (UCC 8296):
A. Application Submittal And Contents: A lot line adjustment application shall include a completed application form and all information and other materials required by the Public Works Department and shall be filed with the Planning Division of the Community Development Department.

B. Application Fees: Application fees shall be established from time to time by resolution of the City Council adopted in accordance with the procedures required by law. An applicant must pay the fee when the application is submitted. See City Fee Schedule published online.

C. Application Review: City staff shall review the application for completeness and accuracy. The application may be referred to any City department or any public agency that may be affected or have an interest in the proposed lot line adjustment.

D. Environmental Review: A lot line adjustment is considered a ministerial project and for that reason is not subject to environmental review under the California Environmental Quality Act ("CEQA"). See Pub. Resources Code section 21080, subds. (a), (b)(1) and Sierra Club v. Napa County Bd. of Supervisors (Cal. App. 1st Dist. 2012) 205 Cal. App. 4th 162.

E. Public Notice: No public notice is required as the lot line adjustment application is a ministerial action.

F. Concurrent Permit Processing: When a lot line adjustment is part of a project that requires one or more discretionary planning entitlements and the applicant does not want the lot line adjustment unless the entire project is approved, then the lot line adjustment shall be reviewed

as part of the discretionary planning application. In that event, all permits and approvals, including the lot line adjustment, shall be combined into one application, processed concurrently, and acted upon by the highest review authority required by this code based on the entitlements included in the application. (Ord. 1138, §2 (Exh. A), adopted 2012)

Approval/Denial:
The City Engineer shall determine whether the parcels resulting from the adjustment will conform with the applicable provisions of this chapter, the City's General Plan and Zoning Ordinance, Ukiah Municipal Airport Master Plan, and the California Building and related codes as adopted in the City (hereafter "Building Code"). The City Engineer may approve, conditionally approve, or deny the lot line adjustment in compliance with UCC section 8297.

Note: although the City Engineer makes decisions on applications for boundary line adjustments, application materials are to be submitted to the Planning Division of the Community Development Department. Planning Division staff process boundary line adjustment applications and make recommendations to the City Engineer.

2. LOT MERGERS (PARCEL MERGERS)

Application Procedure (UCC 8299.1): Upon request of the legal owner of contiguous parcels, the City may approve the merger of the property in compliance with Subdivision Map Act section 66499.20 3/4. The request shall be in writing and shall be accompanied by data and documents as required by the City Engineer. (Ord. 1138, §3 (Exh. A), adopted 2012

Review Authority (UCC 8299.2): The City Engineer shall review and approve or conditionally approve each proposed merger when in compliance with Map Act section 66451.11. The City Engineer may refer any proposed merger to any department or agency that may have an interest in the merger. (Ord. 1138, §3 (Exh. A), adopted 2012)

Note: although the City Engineer makes decisions on applications for lot mergers, application materials are to be submitted to the Planning Division of the Community Development Department. Planning Division staff process lot merger applications and make recommendations to the City Engineer.

3. CERTIFICATE OF COMPLIANCE

Description (Subdivision Map Act): a legal document which certifies that a parcel of land complies with the Subdivision Map Act. Within the City of Ukiah, a Certificate of Compliance means the City recognizes that a particular parcel of real property has been legally created.

4. CONDITIONAL USE PERMITS (USE PERMITS)

Purpose: A type of discretionary planning permit, the purpose of a Use Permit is to provide flexibility by allowing land uses identified by the zoning ordinance as "permitted uses" when the use can be found compatible with surrounding land uses and when the use would not be detrimental to the public health, safety, or welfare. A Use Permit is required for uses identified as "Permitted Uses" in the zoning ordinance. Also, in certain zoning districts the maximum height requirement may be exceeded with approval of a Use Permit.

Types/Approval Authority: Depending on the scope and size of the project, Use Permits are reviewed and decided upon by the Zoning Administrator (Minor Use Permits) or Planning

Commission (Major Use Permits). Staff will prepare a staff report for the project and make a recommendation to approve, conditionally approve, or deny the project. In order to approve a Use Permit, the project must be consistent with the findings required for approval (Ukiah City Code Section 9262(E)).

Application Procedure: Applications for a Use Permit are required to include: a completed and signed Planning Permit Application form; the submittal requirements identified on the application form; and the required fee. Applications are submitted to the Planning Division of the Community Development Department, and projects are reviewed by City staff for consistency with the General Plan, compliance with zoning ordinance requirements, and to ensure that the use would be compatible with surrounding land uses and would not be detrimental to the public, health safety or welfare (considerations may include noise, odors, traffic, parking, and light and glare).

Referral: Once the application is deemed complete by City planning staff, the project will be referred to City Divisions and Departments (such as Building Division, Public Works Department, Fire Department, Police Department, and Electric Utility Department) for review and comment. Projects are also sent to outside agencies that may have review or permitting authority over the Project (such as Mendocino County Air Quality Management District, Regional Water, Environmental Health, Caltrans, Alcohol Beverage Control).

Environmental Review: As part of reviewing the project, the planner assigned to the project will determine if environmental review is required. Minor projects may be exempt from the California Environmental Quality Act (CEQA). Larger projects may not be exempt from CEQA and may be required to provide additional information needed to complete the required environmental review (such as a traffic study, noise study, lighting plan).

Public Hearing: After the project has been reviewed by the City and outside agencies and environmental review has been completed, the project will be scheduled for a public hearing for review of the project by the decision maker. This includes publishing a public notice in the newspaper, posting notice on the project site, and mailing a public notice to property owners within 300 feet of the project site.

5. DETERMINATIONS OF APPROPRIATE USE

Definition (UCC, Chapter 2 Zoning, as listed in various zoning districts): Whenever a use is not listed in the Zoning District as a use permitted by right or a use subject to a use permit, the Planning (Community Development) Director "shall determine whether the use is appropriate for the Zoning District, either as a right or subject to a use permit."

Description: In each of the City's zoning districts, there are a list of uses permitted "by right," meaning with no further discretionary review, and a list of uses that require a permit approved by a discretionary review body. Discretionary review bodies are quasi-judicial reviewing bodies, primarily the Zoning Administrator and the Planning Commission, that require a public hearing process and public review prior to their issuing of a decision on the proposed use.

In cases where the use is not listed in the zoning code, either by-right or via permit, a Determination of Appropriate Use enables an applicant to receive a determination as to if the proposed use is appropriate as a by-right and/or permitted use in that zoning district. This application type has the potential of granting flexibility, especially as new use types are proposed that do not exactly conform to the existing zoning code.

Application Procedure: Applicants are required to submit an application, providing a detailed project description, and paying the requisite application fee. Upon review, the Director will be required to make the following findings to allow the use by-right or with a permit:

A. That the use would not be incompatible with other existing or allowed uses in the PF Zoning District.

B. That the use would not be detrimental to the continuing development of the area in which the use would be located.

C. In the case of determining that a use not articulated as an allowed or permitted use could be established with the securing of a use permit, the Planning Director shall find that the proposed use is similar in nature and intensity to the uses listed as permitted uses. All determinations of the Planning Director regarding whether a use can be allowed or permitted in the Zoning District shall be final unless a written appeal to the City Council, stating the reasons for the appeal, and the appeal fee, if any, established from time to time by City Council resolution, is filed with the City Clerk within ten (10) days of the date the decision was made. Appeals may be filed by an applicant or any interested party. The City Council shall conduct a duly noticed public hearing on the appeal in accordance to the applicable procedures as set forth in this Chapter. At the close of the public hearing, the City Council may affirm, reverse, revise or modify the appealed decision of the Planning Director. All City Council decisions on appeals of the Planning Director's actions are final for the City. (Ord. 1009, §1, adopted 1998)

6. GENERAL PLAN AMENDMENTS INCLUDING REZONES

Description: General plan amendments are undertaken to change the General Plan maps or text. Per State law, each mandatory General Plan element may be amended no more than four times per year. As of 2024, according to the Governor's Office of Planning and Research (OPR), the mandatory elements include Land Use, Housing, Circulation, Open Space, Conservation, Noise, and Safety. Cities and counties that have identified disadvantaged communities must also address environmental justice in their general plans, including air quality.

Application Procedure: Complete a planning permit application, paying the requisite fee at time of application submittal. At the minimum, applications for general plan amendments should include:

- Detailed project description- who, what, when, where, why.
    - A proposed land use change should be compatible with the surrounding uses and provide a logical progression for the City's development. Applications for "spot zoning" will be denied.
    - Applicants for general plan amendments are advised to discuss their plans with neighboring property owners.
- CEQA environmental assessment. Please reach out to planning staff prior to submittal to determine the environmental review needed.

All general plan amendments are subject to review and approval by the Planning Commission, requiring at least one public hearing.

7. GENERAL PLAN/ADVANCE PLANNING MAINTENANCE FEE

Description: This fee is assessed by the Community Development Department on all new building permits. Fees collected in this account pay for future advance planning activities, including but not limited to, General Plan and associated element updates and amendments, specific plans, and zoning code amendments.

8. MURAL PERMITS

Description: Murals, both on private property and as public art on public property, are regulated through the City's Public Art Policy and Sign Code. Per UCC Section 3226, Murals are allowed subject to review by the planning commission as a regular agenda item. Criteria upon which murals will be evaluated as both art and advertising are: compatibility with surrounding environment and community in general; appropriateness to site; relationship to use of building upon which it is placed; impact on motorists and traffic hazards; advertising potential. Written messages are discouraged. Any area determined to be advertising and allowed to remain in the mural shall be counted as part of the allowed parcel signage.

Application Procedure: Review the City's Art Policy to ensure the proposed mural will be in conformance with regulations. Complete a planning permit application, paying the requisite fee at time of application submittal. At the minimum, applications for mural permits should include:

- Detailed project description, including the name of the artist and vision for the mural.
- Artist rendering(s) or other visual depictions of proposed mural.

Once deemed complete by the planner, all applications for murals are to be reviewed by the Design Review Board, an advisory board, for possible recommendation to the Planning Commission. Both the Design Review Board meeting and Planning Commission meeting are public hearings subject to Brown Act and public review.

9. OUTDOOR DINING PERMIT

Description: On-site outdoor dining may be allowed in the C-N, C-1 and C-2 zoning districts, provided it is incidental to and part of the operation of a restaurant located on the same parcel, and it complies with the standards and requirements within UCC Section 9173.4.

Application Procedure: Complete a planning permit application, paying the requisite fee at time of application submittal. Applications for outdoor dining permits may also require submittal of proof of insurance, an encroachment permit, and other requirements.

10. PRE-APPLICATION REVIEW AND PLANNING STAFF ZONING RESEARCH

Applicants desiring pre-application review, including City staff research into Ukiah City Code and zoning code requirements, can contact the planning division of the Community Development Department to undertake this review. Up to one hour's worth of one staff member's time per project is provided at no cost to each applicant for this service, deemed a "Level 1 Review."

Additional research and/or review conducted by City planning staff beyond one hour's worth of time in the pre-application phase requires submittal of a planning permit application, payment of a deposit per the City's Fee Schedule, and will be subject to full cost recovery.

Pre-application reviews can also be undertaken by the Planning Commission and/or the Project Review Committee. For details on this process, contact the Planning Division.

11. PLANNED DEVELOPMENTS

Purpose: Per UCC Section 9165, the purpose of the planned development combining zone is to allow flexibility in design and development in order to promote economical and efficient use of land; to increase the level of urban amenities; to preserve the natural environment; and to provide for phased completion of development projects. It generally provides a method for deviating from standardized zoning requirements to foster well planned, creative, and quality development. The planned development combining zone may be combined with any zoning district.

Application Procedure: Prior to application, the prospective applicant should consult with the planning division of the Community Development Department to obtain information and guidance, especially before entering into bidding commitments or incurring substantial expense in the preparation of plans, surveys, and other data.

Additional application procedures and requirements are detailed within UCC Section 9167. Applications must be responsive to all requirements in 9167 in order to be deemed complete by the planning division. Applications for planned developments require at least one hearing of the Planning Commission and one hearing of the City Council for approval.

12. SIGN PERMITS

Description: City regulations pertaining to signs are prescribed in UCC Section 3225. Please also refer to the Sign Checklist and Inventory informational brochure attached to this supplement and available on the planning services division webpage and at the planning counter.

Application Procedure: All applications will be submitted to the Building Division of the Community Development Department, along with the requisite fee and completed Sign Checklist.

13. SITE DEVELOPMENT PERMITS

Purpose: A type of discretionary planning permit application, the purpose of a Site Development Permit is to ensure that development enhances the City's character and is compatible with the architectural style and design characteristics of the area in which it is located. A Site Development Permit is required for the new construction or exterior modification of commercial, industrial, and multi-family residential structures.

Project Review: Projects are reviewed for site planning, vehicle and pedestrian circulation, architectural design, quality and type of materials, colors, landscaping, lighting, and signage. Projects are referred to City Divisions and Departments (such as Building Division, Public Works Department, Fire Department, Police Department, and Electric Utility Department) for review and comment. Projects are also sent to outside agencies that may have review or permitting authority over the Project (such as Mendocino County Air Quality Management District, Regional Water, Environmental Health, Caltrans, Alcohol Beverage Control).

Environmental Review: As part of reviewing the project, the planner assigned to the project will determine if environmental review is required. Minor projects may be exempt from the California Environmental Quality Act (CEQA). Larger projects may not be exempt from CEQA and may be

required to provide additional information needed to complete the required environmental review (such as a traffic study, noise study, drainage report, arborist report).

Public Hearing: After the project has been reviewed by the City and outside agencies and environmental review has been completed, the project will be scheduled for a public hearing for review of the project by the decision maker. This includes publishing a public notice in the newspaper, posting notice on the project site, and mailing a public notice to property owners within 300 feet of the project site.

Decision Making: Depending on the size and scope of the project, Site Development Permits are reviewed and decided upon by the Zoning Administrator (minor site development permits) or Planning Commission (major site development permits). Staff will prepare a staff report for the project and make a recommendation to the decision maker to approve, conditionally approve, or deny the project. In order to approve a Site Development Permit, the project must be consistent with the findings required for approval (Ukiah City Code Section 9263(E)). The decision maker has the authority to approve, approve with conditions, or deny a project.

Exempt Projects: Interior remodels and repair and maintenance of structures and parking areas are exempt from the requirement to obtain a Site Development Permit. Some minor remodels and alterations of building exteriors and accessory structures may also be exempt. When determining if the Project is exempt, the Community Development Director considers the size, location and visibility of the Project, and the amount of change to the architectural character or appearance of the structure.

14. SUBDIVISIONS

Definition: Per UCC Section 8026, a subdivision is the division of any improved or unimproved land, shown on the latest equalized county assessment roll as a unit or as contiguous units for the purpose of sale, lease or financing, whether immediate or future. Property shall be considered as contiguous units even if it is separated by roads, streets, utility easement or railroad rights of way. Subdivision includes a condominium project, as defined in Section 1350 of the Civil Code or a community apartment project, as defined in Section 11004 of the Business and Professions Code. Any conveyance of land to a governmental agency, public entity or public utility shall not be considered a division of land for purposes of computing the number of parcels. Minor subdivision shall be as defined in UCC Section 8300.

Application Procedure: Review the informational brochures for minor and major subdivisions attached to this supplement and available on the planning services division webpage and at the planning counter. Then complete and sign a planning permit application; and submit the application to the planning division of the Community Development Department, along with the required fee and submittal information and documents required within the brochure's checklist.

Once applications are deemed complete, planning staff will schedule a review with the City Engineer who will approve, conditionally approve, or deny the request for subdivision. After approval of the tentative map, the applicant will be required to hire a land surveyor to conduct a property survey and prepare a final subdivision map for recording purposes. The draft Final Map shall be submitted to the Department of Public Works along with applicable fees for review and approval. The Final Map must be filed for recording and any conditions of approval satisfied within the specified time frames.

15. VARIANCES

Description: A type of discretionary planning permit, A variance is a permit to deviate from the terms of the Zoning Ordinance. It provides relief from specific site development regulations. It is provided for because there are individual lots which, due to some unusual characteristic, cannot be put to productive use if all detailed regulations (e.g., yard setbacks, height) are strictly applied. Variances are not issued for land uses ("use variance") or relief of lot size requirements. The detailed provisions for variances are contained in UCC Section 9264.

Application Procedure: Applications for variances shall be made to the City Planning Division by filling out the required variance application form, and submitting a detailed plot plan of the subject property, as well as surrounding land uses, elevation drawings, and any other project-related information deemed necessary by the Department. The appropriate filing fee must also be paid at the time of application submittal.

Public Noticing: The City shall follow the public noticing procedures of the California Government Code. Failure of any person to receive mailed notice or failure to post notice shall not invalidate any proceedings conducted by the decision-making body. Unless in conflict with the provisions of the Government Code, notices of public hearings on applications for variances shall be given at least ten (10) days prior thereto.

Types of Variances: There are two types of variances- minor variances and major variances. Minor variance applications are those seeking less than fifty percent (50%) relief from a yard setback requirement in a particular zoning district, or a height of less than five feet (5') over what is allowed in a particular zoning district. Applications for minor variances will be considered and acted upon by the Zoning Administrator.

Major variances are those seeking more than 50% relief from a yard setback requirement in a particular zoning district, or a height of more than 5' over what is allowed in a particular zoning district. Applications for major variances will be considered and acted upon by the Planning Commission.

City of Ukiah

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division Fee Schedule Discounts Historical Research and Analysis Report May 2024

Overview

Research was conducted by City Staff into the origin of Community Development Department Planning Division fee discounts in place as of the date of the last adoption of the Fee Schedule in February 2024 (Resolution No. 2024-05). The report below provides details of this research, as well as conclusions.

Summary of Research into Historical Documents

1. Fees for planning and zoning activities were modified a total of six times between 1964 and 2002, but per an April 20, 2005, staff report prepared by former Planning and Community Development Director Charley Stump, 2002 appears to be the first year in which both cost recovery and fee discounts were implemented. "The purpose of raising the fees in 2002 was to maintain an approximate 75% salary cost recovery for processing the planning and zoning permit applications. Director Stump further noted “The City Council at that time felt comfortable providing a 25% subsidy to the development community to "assist" economic development."

   Director Stump's assertion that the 2002 City Council sought to utilize a 25% subsidy to assist (incentivize) economic development is validated by a review of Resolution No. 2002-41, adopted June 19, 2002. In addition to the subsidy for economic development, through Recital #10 the Resolution also established the first instance of discounted fees- in this case for affordable and special needs housing projects.

   Recital 10- The City desires to provide an incentive to affordable housing projects by not increasing the current fees for projects involving 100% of the housing units to be "locked-in" affordable to citizens earning less than 80% of the area median income, "sweat-equity" residential projects, residential second units, and projects involving housing for identified groups in need such as seniors, homeless persons, and the mentally ill.

2. The practice of fully recovering the costs of certain major planning permits, known as Cost Recovery, was first implemented by the City on June 1, 2005, through the Council’s adoption of Resolution No. 2005-47. Prior to that date, all applications were processed as "Level 1" or "Level 2" permits subject to a "flat rate" fee approach.

   A Cost Recovery Study undertaken to make recommendations to the Council for the 2005 fee schedule update indicated that the fees collected for the processing of planning permits

ranged from 4.7% to 17% of the cost of processing the permits. In other words, the Cost Recovery Study found that prior to adoption of the Cost Recovery practice, the City was subsidizing 83% – 95.3% of the total cost for major planning permit development projects.

Because adoption of Resolution No. 2005-47 resulted in major planning permits being subject to full cost recovery, the 25% subsidy for economic development was in effect discontinued. However, the Resolution did prescribe a new 20% discount for affordable housing projects and a 40% discount for special needs housing projects, as depicted in Recitals #14 and #15:

Recital 14- The City desires to maintain low fees (80% cost recovery) for affordable housing projects (projects that are "locked-in" affordable to citizens earning less than 80% of the area median income, "sweat-equity" residential projects, and residential second units).

Recital 15- The City desires to maintain low fees (60% cost recovery) for projects involving housing for identified groups in need such as seniors, homeless persons, and the mentally ill.

3. No additional fee discounts were adopted in 2007 through Resolution No. 2007-11, which was the last adopted fee schedule for the planning division until 2016. The 2007 Resolution continued the aforementioned affordable housing and special needs fee discounts.

4. The origin of the remaining six fee discounts dates back to an April 20, 2016, staff report prepared for the Council by Director Stump. The staff report proposed fee reductions as "incentives" to encourage "...projects that provide significant economic development, new industrial/manufacturing development, significant energy conservation, and certain public benefits." (Director Stump, 4/20/16 staff report)

   This is also when the fee discount table was first introduced by Staff. In the April 20, 2016, staff report, the table is described as "Preliminary Fee Reductions to Promote Economic Development, Energy Conservation and Public Benefits" and the description is that "Staff has developed a number of potential fee reductions to promote local economic development and energy conservation and to incentivize projects that provide public benefits."

   On June 1, 2016, Council adopted Resolution No. 2016-30, approving Staff's recommendations for fee discounts. The fee discount table within the resolution is shown in Figure 1 below. The description of the purpose of the fee discounts is described within Recital 13 of Resolution No. 2016-30:

   Recital 13: The City has determined that fee reductions for projects that promote/provide economic development, energy conservation and public benefits is reasonable and appropriate.

5. Fee discounts first adopted in June 2016 have been continued within all subsequently adopted fee schedules, for the years 2017, 2018, 2020, and 2024.

Figure 1: Fee Reductions Table per Resolution No. 2016-30, adopted June 1, 2016

Economic Development Energy Conservation Public Benefit Components	Fee Reduction
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
Affordable Housing Projects: Projects restricting 100% of units to qualifying tenants and homeowners with incomes of no more than 80% of Mendocino County Area Median Income.	80% deposit and 80% cost recovery rather than 100% on Planning Permits
Special Needs Housing Projects: Projects involving permanent supportive rental housing for special needs individuals, such as individuals experiencing homelessness and/or with mental illness.	60% deposit and 60% cost recovery rather than 100% on Planning Permits

Analysis

There are different approaches to incentivizing certain types of development. Some jurisdictions opt for reducing fees. Others seek to add certainty into the zoning and permitting process, including streamlining of permits and processes. Although the first approach of reducing fees can be easier for Planning and Community Development Departments to implement, involving little if any changes to zoning or processes, Staff was unable to find clear data or studies demonstrating that a fee reduction alone incentivized development.

Rather, it appears that if fees are set at rates that are "excessive," or above regional market rates for fees, they can act as barriers to development.

Related to housing development, for example, a book written by Shawn Phillips in 2020, *The Affordable City- Strategies for Putting Housing Within Reach (and Keeping it There)*, recommends cities implement such strategies as "Strive for Objective, Consistent Rules," (Chapter 12), "Increase Zoning Capacity" (Chapter 15), "Upzone Many Places at Once" (Chapter 16), "Allow Housing in Commercial Zones" (Chapter 19), "Make Development Approvals By Right" (Chapter 24), and "Speed up the Entitlement Process" (Chapter 25).

Indeed, the City has enacted many of these recommended strategies through accelerated implementation of the 2017 Housing Strategy and 2019-2027 Housing Element, facilitating the greatest number of new housing units constructed over a five-year period than at any point in the City's history, as well as the City's earning of HCD's coveted ProHousing designation.

Comparisons of Planning Division Application Data Since June 1, 2016
To analyze the impact the eight fee discounts had on incentivizing economic development, energy conservation, and public benefit-producing projects, Staff reviewed the number of new planning applications received, by year, since the adoption of Resolution No. 2016-30 for each of the eight categories. This data was then compared to the total number of all applications received for each year to understand if any causal relationship may be present.

- 6/1/16-12/31/16: one (1) application received for fee discount category out of total of 18 applications.
- Calendar Year (CY) 2017: four (4) applications received for fee discount categories out of total of 29 applications.
- CY 2018: one (1) application received for fee discount category out of total of 38.
- CY 2019: one (1) application received for fee discount category out of total of 27.
- CY 2020: zero (0) applications received for fee discount categories out of total of 19.
- CY 2021: four (4) applications received for fee discount categories out of total of 30.
- CY 2022: three (3) applications received for fee discount categories out of total of 24.
- CY 2023: one (1) application received for fee discount category out of total of 11.
- 1/1/24-4/30/24: one (1) application received for fee discount category out of total of 9.

Additional Statistics of Note
- For all years, 2016-2024, zero (0) applications were received for the categories of Project Design or Industrial/Light Manufacturing.
- Two (2) applications were submitted within the Energy and Water Conservation Design category, and both of these were for housing projects submitted in 2017.
- Of the seven (7) applications for businesses within the Downtown during the period, only one was for a new construction project.
- By a nearly two-to-one margin, the most frequently submitted application type for 2016-2024 was the minor use permit, which is not subject to cost recovery or fee discounts.

Conclusions

1. Based on the research and analysis in this report, Staff finds no evidence that the fee discounts incentivized development of the types of projects originally envisioned. Developers have commented throughout the last seven years that they are primarily seeking certainty in the entitlement process, rather than reduced fees.

2. Planning approaches such as "performance zoning," where a city or county adopts an administrative approval process for certain uses that meet objective performance standards, may prove more effective in incentivizing the types of projects first envisioned within the 2016 fee schedule.

   Although not yet studied in-depth by Staff, performance zoning and other types of “dynamic zoning” could incentivize economic development efforts, particularly within the downtown. Performance zoning may still result in cost savings to applicants (in no longer needing discretionary review) while potentially enabling speedier implementation of many of the City's General Plan goals, particularly in the areas of land use, housing, economic development, and local agriculture. This approach could also provide an alternative to the time-intensive and often costly comprehensive zoning code update, as impactful General Plan land use implementation programs could be made incrementally.

   The success of the zoning code amendment adopted by Council in 2021 to allow new housing construction by right in commercial and residential zoning districts, provided the project meets the City's Objective Design and Development Standards, is a good example of performance zoning. The first such by-right housing project in Ukiah, Acorn Valley Plaza, was through the City's objective design standards review process and issued a building permit within two months of submittal of the building permit application. With two other multi-unit housing projects currently in the pipeline, this approach is proving effective for facilitating new housing.

3. Current State laws such as the California Building Code mandate such energy conservation and solar measures envisioned within the 2016 fee schedule. Where not mandated by State law, the City has integrated many of the Project Design and Energy and Water Conservation features into the Objective Design and Development Standards for new housing projects. The same types of standards could be designed for commercial projects.

Fee Reductions / Discounts Table
Last Adopted February 21, 2024 through Resolution No. 2024-05

The following fee reductions and discounts shall be applied to all new planning related applications, per the associated application type.

Description of Application Types Qualifying for Fee Reduction/Discount	Amount of Fee Reduction/Discount
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
Affordable Housing Projects: Projects restricting 100% of units to qualifying tenants and homeowners with incomes of no more than 80% of Mendocino County Area Median Income.	80% deposit and 80% cost recovery rather than 100% on Planning Permits
Special Needs Housing Projects: Projects involving permanent supportive rental housing for special needs individuals, such as individuals experiencing homelessness and/or with mental illness.	60% deposit and 60% cost recovery rather than 100% on Planning Permits

Agenda Item No: 13.c.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-174

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Award Contract for Specification No 21-02 – Great Redwood Trail Phase 4 to Granite Construction of Ukiah, CA, in the Amount of $3,179,369.10, and Approve Corresponding Budget Amendment.

DEPARTMENT: Public Works **PREPARED BY:** Myles Fisette

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. Bid Tabulation - Spec. 21-02 Great Redwood Trail Phase 4
2. Granite Bid

Summary: Council will consider awarding a contract to Granite Construction in the amount of $3,179,369.10 for the Great Redwood Trail Phase 4, Specification No 21-02, and consider approving a corresponding budget amendment.

Background: The City of Ukiah was awarded a California Natural Resources Agency grant through the Urban Greening Program for a total of $3,563,212 to fund the design and implementation of Phase 4 of the Great Redwood Trail. For the design component, City Council originally awarded a contract in the amount of $312,491 to GHD Inc. for the completion of the design and preparation of the plans, specification, and estimate of the Great Redwood Trail Phase 4 (GRT4) project at the September 15, 2021 meeting. During the development of the plans for this project, GHD and City Staff determined the need to keep the trail parallel to the existing railroad track due to the California Utilities Commission's (CUC) indecision on approving rail banking at this time. Some of the design elements required in this new alignment included additional earthwork, retaining walls and environmental impact mitigation work with multiple agencies. The additional design and environmental compliance incurred required amendments in design to GHD for a total of $111,776. The GRT4 was originally intended to extend the existing rail trail phase 2 from Commerce Drive south approximately 1.9 miles past Plant Road near the City's wastewater treatment plant. The new phase would provide connectivity from the Redwood Business Park to the Ukiah Animal Shelter, Plant Road.

Discussion: The Request for Bid for construction of Phase 4 was separated into a base bid and bid alternate, with the base bid scope between Commerce Drive and Norgard Lane and the bid alternate extending the trail from Norgard Lane to Plant Road. The low bidder was determined by the base bid only with the bid alternate being considered if within budget. The Request for Bid was released on March 27, 2024, and was advertised in the Ukiah Daily Journal and posted to Bidnet Direct and the City website.

The City received six (6) construction bids for this project (Attachment 1). Granite Construction was the lowest responsible bidder with a base bid amount of $1,777,364.10 and a bid alternate amount of $1,402,005.00 for a total bid amount of $3,179,369.10. A copy of Granite Construction's bid is provided (Attachment 2).

GHD has provided a proposal for environmental compliance in inspection and reporting for Council approval with the corresponding budget item (13e). The total design cost for GHD, including corresponding amendments, totals $487,902.39. The total cost in permit compliance, landscape design, community engagement and seed propagation work completed by contract with NCO and Wild Gardens Manager is $66,776.50. This total of $554,678.89 will all be reimbursed by the CNRA grant, which leaves a balance

available for construction of $3,008,533.11, creating an anticipated shortfall of $170,835.99 requiring funding by the City. Staff plans to use SB1 and HUTA monies to fund of the shortfall.

Recommended Action: Award bid to Granite Construction in the amount of $3,179,369.10 for the Great Redwood Trail Phase 4, Specification No 21-02, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 51124210.80230.18253: $3,008,533.11; 50024620.80230.18253: $0

PROPOSED BUDGET AMOUNT: 51124210.80230.18253: $3,008,533.11; 50024620.80230.18253: $488,772.90

FINANCING SOURCE: Urban Greening Program Grant and SB1 revenues

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Financial Services Manager; Tim Eriksen, Director of Public Works; Andrew Stricklin, Senior Engineer; Seth Strader, Department Analyst – Public Works/Water Resources

DIVERSITY-EQUITY INITIATIVES (DEI): Goal 5 – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI): 2b – Encourage active transportation as a viable alternative to automobiles. 2d – Continue to expand the Great Redwood Trail – Ukiah. 4a – Implement nature-based climate solutions. 7a – Expand sustainable water practices. 10a – Protect from dangerous emission by preventing fires.

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

Approved: Sage Sangiacomo, City Manager

BID RESULTS - SPEC 21-02 GREAT REDWOOD TRAIL PHASE 4

BID OPENING: 2 PM, APRIL 23, 2024

	BASE BID			GRANITE CONSTRUCTION UKIAH, CA		GHILOTTI CONSTRUCTION COMPANY SANTA ROSA, CA		REGE CONSTRUCTION, INC. CLOVERDALE, CA		GHILOTTI BROS SAN RAFAEL, CA		WYLOTTI RESOURCE MANAGEMENT, INC. COVELO, CA		ARGONAUT CONSTRUCTORS SANTA ROSA, CA	
Item #	Description	UOM	QTY	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Construction Staking	LS	1	$28,600.00	$28,600.00	$28,600.00	$28,600.00	$51,671.00	$51,671.00	$48,000.00	$48,000.00	$46,873.80	$46,873.80	$47,932.00	$47,932.00
2	Construction Area Signs	LS	1	$1,325.00	$1,325.00	$1,500.00	$1,500.00	$4,245.00	$4,245.00	$3,500.00	$3,500.00	$8,848.00	$8,848.00	$10,000.00	$10,000.00
3	Traffic Control System	LS	1	$13,500.00	$13,500.00	$18,800.00	$18,800.00	$23,594.00	$23,594.00	$48,000.00	$48,000.00	$33,901.33	$33,901.33	$140,000.00	$140,000.00
4	Prepare Storm Water Pollution Prevention Plan	LS	1	$2,090.00	$2,090.00	$1,295.00	$1,295.00	$17,896.00	$17,896.00	$3,500.00	$3,500.00	$19,466.64	$19,466.64	$4,500.00	$4,500.00
5	Temporary Water Pollution Control Measures	LS	1	$28,000.00	$28,000.00	$39,500.00	$39,500.00	$22,589.00	$22,589.00	$56,000.00	$56,000.00	$37,461.29	$37,461.29	$45,000.00	$45,000.00
6	Temporary Drainage Inlet Protection	LS	1	$1,560.00	$1,560.00	$2,000.00	$2,000.00	$2,784.00	$2,784.00	$4,000.00	$4,000.00	$4,050.00	$4,050.00	$24,750.00	$24,750.00
7	Temporary Concrete Washout	LS	1	$3,100.00	$3,100.00	$2,000.00	$2,000.00	$2,489.00	$2,489.00	$975.00	$975.00	$8,000.00	$8,000.00	$1,000.00	$1,000.00
8	Wetland and Waters Debris Removal	CY	29	$285.00	$8,265.00	$1,800.00	$52,200.00	$378.00	$10,962.00	$370.00	$10,730.00	$658.66	$19,101.14	$850.00	$24,650.00
9	Remove and Relocate Miscellaneous Features	LS	1	$7,875.00	$7,875.00	$12,900.00	$12,900.00	$13,865.00	$13,865.00	$31,000.00	$31,000.00	$11,750.00	$11,750.00	$40,000.00	$40,000.00
10	Water Tanks	EA	8	$5,750.00	$46,000.00	$2,500.00	$20,000.00	$9,829.00	$78,632.00	$10,500.00	$84,000.00	$8,801.08	$70,408.64	$15,000.00	$120,000.00
11	Temporary High-Visibility Fence (ESA and Tree Fence)	LF	786	$5.00	$3,930.00	$6.00	$4,716.00	$11.00	$8,646.00	$9.00	$7,074.00	$8.28	$6,508.08	$9.00	$7,074.00
12	Clearing and Grubbing	ACRE	2.4	$11,500.00	$27,600.00	$19,000.00	$45,600.00	$19,001.00	$45,602.40	$37,000.00	$88,800.00	$22,753.38	$54,608.11	$20,000.00	$48,000.00
13	Roadway Excavation	CY	2840	$55.00	$156,200.00	$75.00	$213,000.00	$73.00	$207,320.00	$120.00	$340,800.00	$51.10	$145,124.00	$55.00	$156,200.00
~~14~~	~~Structure Excavation (Bridge)~~	~~CY~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15	Structure Excavation (Retaining Wall)	CY	24	$235.00	$5,640.00	$825.00	$19,800.00	$400.00	$9,600.00	$635.00	$15,240.00	$2,735.23	$65,645.52	$2,800.00	$67,200.00
~~16~~	~~Structure Backfill (Bridge)~~	~~CY~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
17	Embankment	CY	590	$7.50	$4,425.00	$26.00	$15,340.00	$43.00	$25,370.00	$52.00	$30,680.00	$336.96	$198,806.40	$105.00	$61,950.00
~~18~~	~~Subgrade Enhancement Geotextile, Class A1~~	~~SQYD~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~19~~	~~Planting Soil Amendment~~	~~LS~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~20~~	~~Plant Group C (trees)~~	~~EA~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~21~~	~~Plant Group A (1 GAL, perennials)~~	~~SQFT~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~22~~	~~Plant Group B (3 GAL, shrubs)~~	~~EA~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
23	Plant Group C (Hydroseed)	SQFT	14107	$0.30	$4,232.10	$0.54	$7,617.78	$1.00	$14,107.00	$0.30	$4,232.10	$0.66	$9,310.62	$0.30	$4,232.10
~~24~~	~~Landscape Maintenance (1.5 years)~~	~~LS~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
25	Shade Structure	EA	1	$56,050.00	$56,050.00	$44,000.00	$44,000.00	$40,138.00	$40,138.00	$53,000.00	$53,000.00	$50,727.24	$50,727.24	$35,000.00	$35,000.00
26	Picnic Table	EA	1	$3,460.00	$3,460.00	$3,300.00	$3,300.00	$3,822.00	$3,822.00	$5,200.00	$5,200.00	$7,049.33	$7,049.33	$6,000.00	$6,000.00
27	Bench	EA	4	$5,440.00	$21,760.00	$4,500.00	$18,000.00	$5,030.00	$20,120.00	$5,300.00	$21,200.00	$5,690.81	$22,763.24	$6,500.00	$26,000.00
28	Bicycle Rack	EA	3	$1,910.00	$5,730.00	$1,200.00	$3,600.00	$1,490.00	$4,470.00	$1,400.00	$4,200.00	$915.31	$2,745.93	$4,500.00	$13,500.00
29	Stone Boulder Seating (2'x2'x2')	EA	5	$720.00	$3,600.00	$1,000.00	$5,000.00	$770.00	$3,850.00	$1,500.00	$7,500.00	$856.17	$4,280.85	$1,500.00	$7,500.00
~~30~~	~~Bicycle Repair Station~~	~~EA~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~31~~	~~Wood Mulch~~	~~CY~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
32	Class 2 Aggregate Base (CY)	CY	2264	$113.00	$255,832.00	$130.00	$294,320.00	$132.00	$298,848.00	$130.00	$294,320.00	$126.69	$286,826.16	$105.00	$237,720.00
33	Hot Mix Asphalt (Type A)	TON	1058	$171.00	$180,918.00	$185.00	$195,730.00	$190.00	$201,020.00	$210.00	$222,180.00	$190.01	$201,030.58	$205.00	$216,890.00
34	Retaining Wall Repair (Masonry Wall)	EA	2	$3,050.00	$6,100.00	$22,000.00	$44,000.00	$20,422.00	$40,844.00	$3,500.00	$7,000.00	$3,351.20	$6,702.40	$25,000.00	$50,000.00
35	Mechanically Stabilized Embankment (MSE Wall)	SQFT	876	$100.00	$87,600.00	$120.00	$105,120.00	$73.00	$63,948.00	$78.00	$68,328.00	$102.44	$89,737.44	$85.00	$74,460.00
36	Retaining Wall (Modular Wall)	SQFT	196	$108.00	$21,168.00	$100.00	$19,600.00	$238.00	$46,648.00	$105.00	$20,580.00	$246.74	$48,361.04	$125.00	$24,500.00
~~37~~	~~Structural Concrete, Bridge Footing, Wingwalls, and Deck~~	~~CY~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
38	Structural Concrete, Retaining Wall (Stem & Footing)	CY	52	$2,750.00	$143,000.00	$2,750.00	$143,000.00	$2,320.00	$120,640.00	$2,200.00	$114,400.00	$2,922.75	$151,983.00	$3,500.00	$182,000.00
39	Structural Concrete, Headwall	CY	14	$4,350.00	$60,900.00	$1,150.00	$16,100.00	$4,447.00	$62,258.00	$2,100.00	$29,400.00	$3,025.04	$42,350.56	$5,200.00	$72,800.00
40	Structural Concrete, Stairs	CY	22	$2,825.00	$62,150.00	$6,550.00	$144,100.00	$4,265.00	$93,830.00	$2,100.00	$46,200.00	$3,828.20	$84,220.40	$5,500.00	$121,000.00
~~41~~	~~Furnish and Erect Prefabricated Steel Pedestrian Bridge (30' Span)~~	~~LS~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~42~~	~~Furnish and Erect Prefabricated Steel Pedestrian Bridge (45' Span)~~	~~LS~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
43	24" Reinforced Concrete Pipe	LF	32	$375.00	$12,000.00	$375.00	$12,000.00	$347.00	$11,104.00	$540.00	$17,280.00	$471.33	$15,082.56	$175.00	$5,600.00
44	24" Corrugated Steel Pipe	LF	15	$250.00	$3,750.00	$375.00	$5,625.00	$346.00	$5,190.00	$555.00	$8,325.00	$284.99	$4,274.85	$285.00	$4,275.00
45	36" Corrugated Steel Pipe	LF	7	$500.00	$3,500.00	$775.00	$5,425.00	$673.00	$4,711.00	$450.00	$3,150.00	$957.16	$6,700.12	$620.00	$4,340.00
46	48" Corrugated Steel Pipe	LF	40	$335.00	$13,400.00	$475.00	$19,000.00	$358.00	$14,320.00	$460.00	$18,400.00	$338.28	$13,531.20	$350.00	$14,000.00
47	3" Perforated Plastic Pipe Underdrain	LF	40	$76.00	$3,040.00	$3.94	$157.60	$31.00	$1,240.00	$19.00	$760.00	$21.72	$868.80	$60.00	$2,400.00
48	3" Plastic Pipe Underdrain	LF	6	$463.00	$2,778.00	$3.86	$23.16	$40.00	$240.00	$145.00	$870.00	$46.50	$279.00	$170.00	$1,020.00
49	Permeable Material (Underdrain)	CY	8	$100.00	$800.00	$150.00	$1,200.00	$323.00	$2,584.00	$120.00	$960.00	$124.10	$992.80	$120.00	$960.00
50	Precast Concrete Drop Inlet	EA	1	$6,580.00	$6,580.00	$4,000.00	$4,000.00	$5,628.00	$5,628.00	$6,400.00	$6,400.00	$5,611.14	$5,611.14	$95,000.00	$95,000.00
51	Precast Concrete Storm Drain Manhole	EA	1	$9,450.00	$9,450.00	$6,000.00	$6,000.00	$8,097.00	$8,097.00	$11,000.00	$11,000.00	$6,868.48	$6,868.48	$15,000.00	$15,000.00
52	Adjust Inlet	EA	1	$2,405.00	$2,405.00	$2,000.00	$2,000.00	$1,171.00	$1,171.00	$4,300.00	$4,300.00	$2,464.00	$2,464.00	$2,500.00	$2,500.00
53	Rock Slope Protection (All Classes, Method B)	CY	35	$365.00	$12,775.00	$550.00	$19,250.00	$292.00	$10,220.00	$300.00	$10,500.00	$305.81	$10,703.35	$560.00	$19,600.00
54	Minor Concrete (Curb)	LF	368	$65.00	$23,920.00	$60.00	$22,080.00	$68.00	$25,024.00	$60.00	$22,080.00	$79.86	$29,388.48	$85.00	$31,280.00
55	Detectable Warning Surface	SQFT	138	$27.00	$3,726.00	$25.00	$3,450.00	$57.00	$7,866.00	$65.00	$8,970.00	$70.40	$9,715.20	$55.00	$7,590.00
56	Minor Concrete (Concrete Paving)	SF	10	$185.00	$1,850.00	$1,300.00	$13,000.00	$490.00	$4,900.00	$250.00	$2,500.00	$1,099.32	$10,993.20	$850.00	$8,500.00
57	Minor Concrete (Curb Ramp)	CY	22	$1,030.00	$22,660.00	$2,800.00	$61,600.00	$3,622.00	$79,684.00	$2,750.00	$60,500.00	$2,552.00	$56,144.00	$2,900.00	$63,800.00
~~58~~	~~Chain Link Roller Gate~~	~~EA~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

~~59~~	~~Chain Link Fence (Type CL-4)~~	~~LF~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
60	Remove Roadside Sign	EA	3	$300.00	$900.00	$150.00	$450.00	$288.00	$864.00	$125.00	$375.00	$250.00	$750.00	$75.00	$225.00
61	Roadside Sign - One Post	EA	26	$790.00	$20,540.00	$250.00	$6,500.00	$775.00	$20,150.00	$510.00	$13,260.00	$500.00	$13,000.00	$75.00	$1,950.00
62	Roadside Sign - One Post (Interpretive Sign)	EA	2	$1,200.00	$2,400.00	$1,000.00	$2,000.00	$1,521.00	$3,042.00	$975.00	$1,950.00	$500.00	$1,000.00	$275.00	$550.00
63	LED Border Enhanced Trail Sign	EA	1	$27,210.00	$27,210.00	$1,500.00	$1,500.00	$30,658.00	$30,658.00	$28,480.00	$28,480.00	$37,973.33	$37,973.33	$35,000.00	$35,000.00
64	Tubular Handrailing	LF	618	$130.00	$80,340.00	$135.00	$83,430.00	$147.00	$90,846.00	$175.00	$108,150.00	$152.33	$94,139.94	$135.00	$83,430.00
65	Pedestrian Handrail	LF	233	$247.00	$57,551.00	$300.00	$69,900.00	$284.00	$66,172.00	$175.00	$40,775.00	$290.59	$67,707.47	$255.00	$59,415.00
66	Thermoplastic Crosswalk and Pavement Marking	SQFT	634	$13.00	$8,242.00	$13.00	$8,242.00	$14.00	$8,876.00	$13.00	$8,242.00	$29.34	$18,601.56	$13.00	$8,242.00
67	Paint Traffic Stripe - (2-Coat)	LF	600	$4.00	$2,400.00	$4.00	$2,400.00	$4.00	$2,400.00	$4.00	$2,400.00	$6.67	$4,002.00	$4.00	$2,400.00
68	Paint Pavement Marking - Trail (2-Coat)	SQFT	42	$20.00	$840.00	$20.00	$840.00	$22.00	$924.00	$20.00	$840.00	$60.00	$2,520.00	$20.00	$840.00
69	Remove Thermoplastic Traffic Stripe	LF	57	$29.00	$1,653.00	$29.00	$1,653.00	$31.00	$1,767.00	$29.00	$1,653.00	$22.67	$1,292.19	$29.00	$1,653.00
70	Remove Thermoplastic Pavement Marking	SQFT	340	$18.00	$6,120.00	$18.00	$6,120.00	$19.00	$6,460.00	$18.00	$6,120.00	$22.67	$7,707.80	$18.00	$6,120.00
71	Lighting Power Circuits Below Grade (Incl. 2" Conduit)	LF	300	$51.00	$15,300.00	$105.00	$31,500.00	$173.00	$51,900.00	$105.00	$31,500.00	$140.00	$42,000.00	$125.00	$37,500.00
72	Street Light and Concrete Base	EA	3	$10,561.00	$31,683.00	$11,270.00	$33,810.00	$12,132.00	$36,396.00	$11,270.00	$33,810.00	$15,026.67	$45,080.01	$12,870.00	$38,610.00
73	Electrical Pullbox	EA	6	$1,849.00	$11,094.00	$1,500.00	$9,000.00	$1,615.00	$9,690.00	$1,500.00	$9,000.00	$2,000.00	$12,000.00	$2,500.00	$15,000.00
74	Service Pedestal	LS	1	$30,147.00	$30,147.00	$20,680.00	$20,680.00	$33,909.00	$33,909.00	$20,680.00	$20,680.00	$27,573.33	$27,573.33	$20,680.00	$20,680.00
75	Mobilization (Mobilization, Demobilization and final Cleanup)	LS	1	$107,700.00	$107,700.00	$110,000.00	$110,000.00	$177,971.00	$177,971.00	$140,000.00	$140,000.00	$185,443.15	$185,443.15	$235,000.00	$235,000.00
		TOTAL BID:		**$1,777,364.10**		**$2,083,574.54**		**$2,263,812.40**		**$2,293,269.10**		**$2,473,049.70**		**$2,692,338.10**	
	Bid Alternate														
Item #	Description	UOM	QTY	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Construction Staking	LS	1	$18,400.00	$18,400.00	$9,000.00	$9,000.00	$16,200.00	$16,200.00	$25,000.00	$25,000.00	$29,924.33	$29,924.33	$14,204.00	$14,204.00
2	Construction Area Signs	LS	1	$500.00	$500.00	$1,500.00	$1,500.00	$6,104.00	$6,104.00	$1,750.00	$1,750.00	$4,692.00	$4,692.00	$5,000.00	$5,000.00
3	Traffic Control System	LS	1	$24,750.00	$24,750.00	$15,200.00	$15,200.00	$11,695.00	$11,695.00	$48,000.00	$48,000.00	$17,121.73	$17,121.73	$219,000.00	$219,000.00
4	Prepare Storm Water Pollution Prevention Plan	LS	1	$450.00	$450.00	$500.00	$500.00	$9,990.00	$9,990.00	$3,500.00	$3,500.00	$10,799.97	$10,799.97	$4,200.00	$4,200.00
5	Temporary Water Pollution Control Measures	LS	1	$15,350.00	$15,350.00	$36,322.00	$36,322.00	$17,911.00	$17,911.00	$36,000.00	$36,000.00	$11,007.73	$11,007.73	$45,000.00	$45,000.00
6	Temporary Drainage Inlet Protection	LS	1	$1,560.00	$1,560.00	$925.00	$925.00	$1,991.00	$1,991.00	$1,991.83	$1,991.83	$750.00	$750.00	$2,500.00	$2,500.00
7	Temporary Concrete Washout	LS	1	$9,500.00	$9,500.00	$1,800.00	$1,800.00	$2,497.00	$2,497.00	$1,000.00	$1,000.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00
~~8~~	~~Wetland and Waters Debris Removal~~	~~CY~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9	Remove and Relocate Miscellaneous Features	LS	1	$18,750.00	$18,750.00	$5,800.00	$5,800.00	$1,538.00	$1,538.00	$31,000.00	$31,000.00	$7,500.00	$7,500.00	$45,000.00	$45,000.00
~~10~~	~~Water Tanks~~	~~EA~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	Temporary High-Visibility Fence (ESA and Tree Fence)	LF	33	$37.00	$1,221.00	$30.00	$990.00	$11.00	$363.00	$17.00	$561.00	$21.38	$705.54	$15.00	$495.00
12	Clearing and Grubbing	ACRE	1	$34,000.00	$34,000.00	$27,810.00	$27,810.00	$24,686.00	$24,686.00	$20,000.00	$20,000.00	$40,574.52	$40,574.52	$32,000.00	$32,000.00
13	Roadway Excavation	CY	940	$99.00	$93,060.00	$140.00	$131,600.00	$84.00	$78,960.00	$130.00	$122,200.00	$81.22	$76,346.80	$125.00	$117,500.00
14	Structure Excavation (Bridge)	CY	51	$325.00	$16,575.00	$1,200.00	$61,200.00	$340.00	$17,340.00	$588.00	$29,988.00	$876.62	$44,707.62	$350.00	$17,850.00
~~15~~	~~Structure Excavation (Retaining Wall)~~	~~CY~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16	Structure Backfill (Bridge)	CY	29	$580.00	$16,820.00	$1,725.00	$50,025.00	$1,058.00	$30,682.00	$875.00	$25,375.00	$959.54	$27,826.66	$950.00	$27,550.00
17	Embankment	CY	310	$14.00	$4,340.00	$26.18	$8,115.80	$82.00	$25,420.00	$60.00	$18,600.00	$266.46	$82,602.60	$180.00	$55,800.00
18	Subgrade Enhancement Geotextile, Class A1	SQYD	234	$16.00	$3,744.00	$12.00	$2,808.00	$11.00	$2,574.00	$12.00	$2,808.00	$26.11	$6,109.74	$9.00	$2,106.00
19	~~Planting Soil Amendment~~	~~LS~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
20	~~Plant Group C (trees)~~	~~EA~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
21	~~Plant Group A (1 GAL, perennials)~~	~~SQFT~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
22	~~Plant Group B (3 GAL, shrubs)~~	~~EA~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
23	Plant Group C (Hydroseed)	SQFT	7596	$0.50	$3,798.00	$0.69	$5,241.24	$1.00	$7,596.00	$0.50	$3,798.00	$0.98	$7,444.08	$0.70	$5,317.20
24	~~Landscape Maintenance (1.5 years)~~	~~LS~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
25	Shade Structure	EA	1	$62,500.00	$62,500.00	$44,000.00	$44,000.00	$40,269.00	$40,269.00	$57,000.00	$57,000.00	$50,727.24	$50,727.24	$35,000.00	$35,000.00
26	Picnic Table	EA	1	$5,050.00	$5,050.00	$3,300.00	$3,300.00	$3,510.00	$3,510.00	$4,500.00	$4,500.00	$7,049.33	$7,049.33	$6,500.00	$6,500.00
27	Bench	EA	1	$6,175.00	$6,175.00	$4,500.00	$4,500.00	$5,052.00	$5,052.00	$5,500.00	$5,500.00	$2,055.80	$2,055.80	$4,500.00	$4,500.00
28	Bicycle Rack	EA	3	$3,060.00	$9,180.00	$1,200.00	$3,600.00	$1,495.00	$4,485.00	$1,750.00	$5,250.00	$955.99	$2,867.97	$4,800.00	$14,400.00
~~29~~	~~Stone Boulder Seating (2'x2'x2')~~	~~EA~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
30	Bicycle Repair Station	EA	1	$6,780.00	$6,780.00	$2,000.00	$2,000.00	$4,171.00	$4,171.00	$5,500.00	$5,500.00	$8,090.50	$8,090.50	$4,100.00	$4,100.00
~~31~~	~~Wood Mulch~~	~~CY~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
32	Class 2 Aggregate Base (CY)	CY	1029	$127.00	$130,683.00	$165.00	$169,785.00	$146.00	$150,234.00	$135.00	$138,915.00	$126.96	$130,641.84	$135.00	$138,915.00
33	Hot Mix Asphalt (Type A)	TON	505	$204.00	$103,020.00	$185.00	$93,425.00	$221.00	$111,605.00	$260.00	$131,300.00	$211.70	$106,908.50	$225.00	$113,625.00
~~34~~	~~Retaining Wall Repair (Masonry Wall)~~	~~EA~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~35~~	~~Mechanically Stabilized Embankment (MSE Wall)~~	~~SQFT~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~36~~	~~Retaining Wall (Modular Wall)~~	~~SQFT~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
37	Structural Concrete, Bridge Footing, Wingwalls, and Deck	CY	72	$3,500.00	$252,000.00	$2,750.00	$198,000.00	$2,112.00	$152,064.00	$3,000.00	$216,000.00	$2,660.23	$191,536.56	$3,200.00	$230,400.00
~~38~~	~~Structural Concrete, Retaining Wall (Stem & Footing)~~	~~CY~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~39~~	~~Structural Concrete, Headwall~~	~~CY~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~40~~	~~Structural Concrete, Stairs~~	~~CY~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
41	Furnish and Erect Prefabricated Steel Pedestrian Bridge (30' Span)	LS	1	$143,650.00	$143,650.00	$141,000.00	$141,000.00	$109,998.00	$109,998.00	$175,000.00	$175,000.00	$94,860.00	$94,860.00	$200,000.00	$200,000.00
42	Furnish and Erect Prefabricated Steel Pedestrian Bridge (45' Span)	LS	1	$172,600.00	$172,600.00	$188,000.00	$188,000.00	$149,225.00	$149,225.00	$210,000.00	$210,000.00	$123,585.37	$123,585.37	$175,000.00	$175,000.00
~~43~~	~~24" Reinforced Concrete Pipe~~	~~LF~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~44~~	~~24" Corrugated Steel Pipe~~	~~LF~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

~~45~~	~~36" Corrugated Steel Pipe~~	~~LF~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~46~~	~~48" Corrugated Steel Pipe~~	~~LF~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
47	3" Perforated Plastic Pipe Underdrain	LF	98	$76.00	$7,448.00	$3.94	$386.12	$18.00	$1,764.00	$35.00	$3,430.00	$46.87	$4,593.26	$55.00	$5,390.00
48	3" Plastic Pipe Underdrain	LF	45	$85.00	$3,825.00	$3.86	$173.70	$40.00	$1,800.00	$150.00	$6,750.00	$69.14	$3,111.30	$55.00	$2,475.00
49	Permeable Material (Underdrain)	CY	4	$164.00	$656.00	$150.00	$600.00	$324.00	$1,296.00	$130.00	$520.00	$332.32	$1,329.28	$125.00	$500.00
~~50~~	~~Precast Concrete Drop Inlet~~	~~EA~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~51~~	~~Precast Concrete Storm Drain Manhole~~	~~EA~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~52~~	~~Adjust Inlet~~	~~EA~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~53~~	~~Rock Slope Protection (All Classes, Method B)~~	~~CY~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~54~~	~~Minor Concrete (Curb)~~	~~LF~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
55	Detectable Warning Surface	SQFT	60	$33.00	$1,980.00	$25.00	$1,500.00	$57.00	$3,420.00	$75.00	$4,500.00	$70.40	$4,224.00	$55.00	$3,300.00
56	Minor Concrete (Concrete Paving)	CY	7	$1,862.00	$13,034.00	$1,800.00	$12,600.00	$3,386.00	$23,702.00	$2,750.00	$19,250.00	$2,254.34	$15,780.38	$3,000.00	$21,000.00
57	Minor Concrete (Curb Ramp)	CY	3	$5,600.00	$16,800.00	$2,800.00	$8,400.00	$6,840.00	$20,520.00	$5,500.00	$16,500.00	$2,552.00	$7,656.00	$3,500.00	$10,500.00
58	Chain Link Roller Gate	EA	1	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,480.00	$6,480.00	$6,000.00	$6,000.00	$7,504.41	$7,504.41	$1,500.00	$1,500.00
59	Chain Link Fence (Type CL-4)	LF	336	$70.00	$23,520.00	$70.00	$23,520.00	$95.00	$31,920.00	$70.00	$23,520.00	$50.04	$16,813.44	$125.00	$42,000.00
60	Remove Roadside Sign	EA	4	$300.00	$1,200.00	$150.00	$600.00	$289.00	$1,156.00	$125.00	$500.00	$250.00	$1,000.00	$75.00	$300.00
61	Roadside Sign - One Post	EA	11	$790.00	$8,690.00	$250.00	$2,750.00	$959.00	$10,549.00	$510.00	$5,610.00	$500.00	$5,500.00	$125.00	$1,375.00
62	Roadside Sign - One Post (Interpretive Sign)	EA	2	$1,200.00	$2,400.00	$500.00	$1,000.00	$1,526.00	$3,052.00	$975.00	$1,950.00	$750.00	$1,500.00	$75.00	$150.00
~~63~~	~~LED Border Enhanced Trail Sign~~	~~EA~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~64~~	~~Tubular Handrailing~~	~~LF~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
~~65~~	~~Pedestrian Handrail~~	~~LF~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
66	Thermoplastic Crosswalk and Pavement Marking	SQFT	184	$13.00	$2,392.00	$13.00	$2,392.00	$24.00	$4,416.00	$13.00	$2,392.00	$29.34	$5,398.56	$13.00	$2,392.00
67	Paint Traffic Stripe - (2-Coat)	LF	769	$4.00	$3,076.00	$4.00	$3,076.00	$5.00	$3,845.00	$4.00	$3,076.00	$6.67	$5,129.23	$4.00	$3,076.00
68	Paint Pavement Marking - Trail (2-Coat)	SQFT	21	$20.00	$420.00	$20.00	$420.00	$22.00	$462.00	$20.00	$420.00	$60.00	$1,260.00	$20.00	$420.00
69	Remove Thermoplastic Traffic Stripe	LF	10	$29.00	$290.00	$29.00	$290.00	$31.00	$310.00	$29.00	$290.00	$22.67	$226.70	$29.00	$290.00
~~70~~	~~Remove Thermoplastic Pavement Marking~~	~~SQFT~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
71	Lighting Power Circuits Below Grade (Incl. 2" Conduit)	LF	100	$51.00	$5,100.00	$105.00	$10,500.00	$98.00	$9,800.00	$105.00	$10,500.00	$140.00	$14,000.00	$155.00	$15,500.00
~~72~~	~~Street Light and Concrete Base~~	~~EA~~	~~0~~	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
73	Electrical Pullbox	EA	4	$1,260.00	$5,040.00	$1,500.00	$6,000.00	$1,620.00	$6,480.00	$1,500.00	$6,000.00	$2,000.00	$8,000.00	$1,500.00	$6,000.00
74	Service Pedestal	LS	1	$13,178.00	$13,178.00	$10,340.00	$10,340.00	$11,167.00	$11,167.00	$10,340.00	$10,340.00	$13,786.66	$13,786.66	$15,000.00	$15,000.00
75	Mobilization (Mobilization, Demobilization and final Cleanup)	LS	1	$132,500.00	$132,500.00	$68,800.00	$68,800.00	$74,659.00	$74,659.00	$270,000.00	$270,000.00	$76,230.00	$76,230.00	$180,000.00	$180,000.00
		TOTAL BID:		**$1,402,005.00**		**$1,365,794.86**		**$1,202,958.00**		**$1,712,084.83**		**$1,284,479.65**		**$1,828,130.20**	
				Sub:	Work:	Sub:	Work:	Sub:	Work:	Sub:	Work:	Sub:	Work:	Sub:	Work:
				ARROW FENCING	FENCING	TYRELL RESOURCES	CLEARING & GRUBBING	DEVINCENZI CONCRETE CONST.	STRUCTURAL & MINOR CONCRETE ITEMS. DETECTABLE WARNING SURFACE	DARREN TAYLOR CONTRUCTIO0N	STRIPING	NCRM, INC	SWPPP DEVELOPMENT AND MANAGEMENT	DARREN TAYLOR CONSTRUCITON	REMOVE + INSTALL STRIPING
				DARREN TAYLOR CONSTRUCTION	STRIPING	NITTA EROSION CONTROL	HYDROSEED	DARREN TAYLOR CONSTRUCTION	THERMO PAINT STRIP, THERMO +PAINT REMOVAL	CAMBLIN STEEL SERVICE INC	REBAR	ZUMWALT & ASSOCIATES EROSION CONTROL	BMP AND EROSION CONTROL	MIKE BROWN ELECTRIC	LIGHTING + ELECTRICAL
				DT FABRICATION	RAILING	MIKE BROWN ELECTRIC	ELECTRICAL	CINQUINI +PASSARINO. INC	STACKING	TYRELL RESOURCES INC	CLEARING	TOBY'S TRUCKING, INC	TRUCKING	DEVINCENZI CONCRETE CONSTRUCTION	STRUCTURAL CONCRETE , MINOR CONCRETE
				CAMBLIN STEEL	REINFORCING STEEL	ARROW FENCING	FENCING, GATES, HANDRAILS	DANIEL STEEL + MACHINE	PROVIDE AND INSTALL BRIDGES	MIKE BROWN ELECTRIC	ELECTRICAL	PAVEMENT ENGINEERING, INC	QUALITY CONTROL INSPECTIONS AND MATERIALS TESTING	DT FABRICATION	SUPPY AND INSTALL RAILING
				T&S INC.	SIGNAGE	CAMBLIN STEEL SERVICE	REBAR	MIKE BROWN ELECTRIC	TRAIL SIGN, POWER CIRCUITS, STREET LIGHT BASE, PULL BOXES, PEDESTAL	ZEPPETINI INC	HANDRAIL	DT FABRICATION WELDING	HANDRAIL FABRICATION AND INSTALLATION	ZUMWAL + ASSOCIATES	TEMP EROSION AND HYDROSEED
				TYRELL	TREE REMOVAL	DARREN TAYLOR CONTRUCTIO0N	STRIPING & MARKING	ARROW FENCING	GATE+FENCE			DEVINCENZI CONCRETE CONSTRUCTION	CONCRETE WORK(RETAINING WALL, MINOR CONCRETE)	DANIEL STEEL + MACHIN, INC	SUPPY + INSTALL PED BRIDGE
				COASTAL MOUNTAIN ELECTRIC	ELECTRICAL			DT FABRICATION	TUBULAR + PEDESTRAIN HANDRAILS			SPECIALIZED PACEMENT MARKING	TRAFFIC STRIPING		

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

PROPOSAL

FOR

GREAT REDWOOD TRIAL PHASE 4 Specification No. 21-02

The undersigned, as bidder, declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained

   a) to provide all necessary machinery, tools, apparatus and other means of construction;

   b) to furnish all materials;

   c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;

   d) to pay all charges of freight transportation and hauling;

2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and

3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In case of discrepancy between words and figures, the words shall prevail. In any discrepancy between unit prices and extended amounts for a bid item using unit prices (specified unit price multiplied by specified quantity for bid item does not equal the extended amount for the item), the specified unit price will control and will be used by the City to compare bids in selecting the lowest bid and in awarding the contract. If the specified total bid amount does not equal the total of the extended amounts for all bid items, the City will use the total of the extended amounts for each bid item (adjusted, if necessary, so that the extended amount equals the specified unit price multiplied by the specified quantity for that bid item) to compare bids in selecting the lowest bid.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated. ***Lowest bid will be based on the lowest Base Bid.***

BASE BID

Item	Description	Quantity	Units	Unit Cost	Total
1	Construction Staking	1	LS	28,600.00	28,600.00
2	Construction Area Signs	1	LS	1,325.00	1,325.00
3	Traffic Control System	1	LS	13,500.00	13,500.00
4	Prepare Storm Water Pollution Prevention Plan	1	LS	2,090.00	2,090.00
5	Temporary Water Pollution Control Measures	1	LS	28,000.00	28,000.00
6	Temporary Drainage Inlet Protection	1	LS	1,580.00	1,580.00
7	Temporary Concrete Washout	1	LS	3,100.00	3,100.00
8	Wetland and Waters Debris Removal	29	CY	285.00	8,265.00
9	Remove and Relocate Miscellaneous Features	1	LS	7,875.00	7,875.00
10	Water Tanks	8	EA	5,750.00	46,000.00
11	Temporary High-Visibility Fence (ESA and Tree Fence)	786	LF	5.00	3,930.00
12	Clearing and Grubbing	2.4	ACRE	11,500.00	27,600.00
13	Roadway Excavation	2840	CY	55.00	156,200.00
~~14~~	~~Structure Excavation (Bridge)~~	~~0~~	~~CY~~	N/A	N/A
15	Structure Excavation (Retaining Wall)	24	CY	235.00	5,640.00
~~16~~	~~Structure Backfill (Bridge)~~	~~0~~	~~CY~~	N/A	N/A

17	Embankment	590	CY	7.50	4,425.00
~~18~~	~~Subgrade Enhancement Geotextile, Class A1~~	~~0~~	~~SQYD~~	N/A	N/A
~~19~~	~~Planting Soil Amendment~~	~~0~~	~~LS~~	N/A	N/A
~~20~~	~~Plant Group C (trees)~~	~~0~~	~~EA~~	N/A	N/A
~~21~~	~~Plant Group A (1 GAL, perennials)~~	~~0~~	~~SQFT~~	N/A	N/A
~~22~~	~~Plant Group B (3 GAL, shrubs)~~	~~0~~	~~EA~~	N/A	N/A
23	Plant Group C (Hydroseed)	14107	SQFT	0.30	4,232.10
~~24~~	~~Landscape Maintenance (1.5 years)~~	~~0~~	~~LS~~	N/A	N/A
25	Shade Structure	1	EA	56,050.00	56,050.00
26	Picnic Table	1	EA	3,460.00	3,460.00
27	Bench	4	EA	5,440.00	21,760.00
28	Bicycle Rack	3	EA	1,910.00	5,730.00
29	Stone Boulder Seating (2'x2'x2')	5	EA	720.00	3,600.00
~~30~~	~~Bicycle Repair Station~~	~~0~~	~~EA~~	N/A	N/A
~~31~~	~~Wood Mulch~~	~~0~~	~~CY~~	N/A	N/A
32	Class 2 Aggregate Base (CY)	2264	CY	113.00	255,832.00
33	Hot Mix Asphalt (Type A)	1058	TON	171.00	180,918.00
34	Retaining Wall Repair (Masonry Wall)	2	EA	3,050.00	6,100.00
35	Mechanically Stabilized Embankment (MSE Wall)	876	SQFT	100.00	87,600.00
36	Retaining Wall (Modular Wall)	196	SQFT	108.00	21,168.00
~~37~~	~~Structural Concrete, Bridge Footing, Wingwalls, and Deck~~	~~0~~	~~CY~~	N/A	N/A
38	Structural Concrete, Retaining Wall (Stem & Footing)	52	CY	2,750.00	143,000.00
39	Structural Concrete, Headwall	14	CY	4,350.00	60,900.00
40	Structural Concrete, Stairs	22	CY	2,825.00	62,150.00
~~41~~	~~Furnish and Erect Prefabricated Steel Pedestrian Bridge (20' Span)~~	~~0~~	~~LS~~	N/A	N/A
~~42~~	~~Furnish and Erect Prefabricated Steel Pedestrian Bridge (45' Span)~~	~~0~~	~~LS~~	N/A	N/A
43	24" Reinforced Concrete Pipe	32	LF	375.00	12,000.00
44	24" Corrugated Steel Pipe	15	LF	250.00	3,750.00
45	36" Corrugated Steel Pipe	7	LF	500.00	3,500.00
46	48" Corrugated Steel Pipe	40	LF	335.00	13,400.00

47	3" Perforated Plastic Pipe Underdrain	40	LF	76.00	3,040.00
48	3" Plastic Pipe Underdrain	6	LF	463.00	2,778.00
49	Permeable Material (Underdrain)	8	CY	100.00	800.00
50	Precast Concrete Drop Inlet	1	EA	6,580.00	6,580.00
51	Precast Concrete Storm Drain Manhole	1	EA	9,450.00	9,450.00
52	Adjust Inlet	1	EA	2,405.00	2,405.00
53	Rock Slope Protection (All Classes, Method B)	35	CY	365.00	12,775.00
54	Minor Concrete (Curb)	368	LF	65.00	23,920.00
55	Detectable Warning Surface	138	SQFT	27.00	3,726.00
56	Minor Concrete (Concrete Paving)	10	SF	185.00	1,850.00
57	Minor Concrete (Curb Ramp)	22	CY	1,030.00	22,660.00
~~58~~	~~Chain Link Roller Gate~~	~~0~~	~~EA~~	N/A	N/A
~~59~~	~~Chain Link Fence (Type CL-4)~~	~~0~~	~~LF~~	N/A	N/A
60	Remove Roadside Sign	3	EA	300.00	900.00
61	Roadside Sign - One Post	26	EA	790.00	20,540.00
62	Roadside Sign - One Post (Interpretive Sign)	2	EA	1,200.00	2,400.00
63	LED Border Enhanced Trail Sign	1	EA	27,210.00 ~~28,480.00~~	27,210.00 ~~28,480.00~~
64	Tubular Handrailing	618	LF	130.00	80,340.00
65	Pedestrian Handrail	233	LF	247.00	57,551.00
66	Thermoplastic Crosswalk and Pavement Marking	634	SQFT	13.00	8,242.00
67	Paint Traffic Stripe - (2-Coat)	600	LF	4.00	2,400.00
68	Paint Pavement Marking - Trail (2-Coat)	42	SQFT	20.00	840.00
69	Remove Thermoplastic Traffic Stripe	57	LF	29.00	1,653.00
70	Remove Thermoplastic Pavement Marking	340	SQFT	18.00	6,120.00
71	Lighting Power Circuits Below Grade (Incl. 2" Conduit)	300	LF	51.00	15,300.00
72	Street Light and Concrete Base	3	EA	10,561.00	31,683.00
73	Electrical Pullbox	6	EA	1,849.00	11,094.00
74	Service Pedestal	1	LS	30,147.00	30,147.00
75	Mobilization (Mobilization, Demobilization and final Cleanup)	1	LS	107,700.00	107,700.00

TOTAL BASE BID AMOUNT IN FIGURES→	
Total Base Bid amount in words: ONE MILLION SEVEN HUNDRED SEVENTY SEVEN THOUSAND THREE HUNDRED SIXTY FOUR AND 10/100 Dollars	$ 1,777,364.10

BID ALTERNATE

Item	Description	Quantity	Units	Unit Cost	Total
1	Construction Staking	1	LS	18,400.00	18,400.00
2	Construction Area Signs	1	LS	500.00	500.00
3	Traffic Control System	1	LS	24,750.00	24,750.00
4	Prepare Storm Water Pollution Prevention Plan	1	LS	450.00	450.00
5	Temporary Water Pollution Control Measures	1	LS	15,350.00	15,350.00
6	Temporary Drainage Inlet Protection	1	LS	1,560.00	1,560.00
7	Temporary Concrete Washout	1	LS	9,500.00	9,500.00
~~8~~	~~Wetland and Waters Debris Removal~~	~~0~~	~~CY~~	N/A	N/A
9	Remove and Relocate Miscellaneous Features	1	LS	18,750.00	18,750.00
~~10~~	~~Water Tanks~~	~~0~~	~~EA~~	N/A	N/A
11	Temporary High-Visibility Fence (ESA and Tree Fence)	33	LF	37.00	1,221.00
12	Clearing and Grubbing	1.0	ACRE	34,000.00	34,000.00
13	Roadway Excavation	940	CY	99.00	93,060.00
14	Structure Excavation (Bridge)	51	CY	325.00	16,575.00
~~15~~	~~Structure Excavation (Retaining Wall)~~	~~0~~	~~CY~~	N/A	N/A
16	Structure Backfill (Bridge)	29	CY	580.00	16,820.00
17	Embankment	310	CY	14.00	4,340.00
18	Subgrade Enhancement Geotextile, Class A1	234	SQYD	16.00	3,744.00
19	~~Planting Soil Amendment~~	~~0~~	~~LS~~	N/A	N/A
20	~~Plant Group C (trees)~~	~~0~~	~~EA~~	N/A	N/A
21	~~Plant Group A (1 GAL, perennials)~~	~~0~~	~~SQFT~~	N/A	N/A
22	~~Plant Group B (3 GAL, shrubs)~~	~~0~~	~~EA~~	N/A	N/A
23	Plant Group C (Hydroseed)	7596	SQFT	0.50	3,798.00
24	~~Landscape Maintenance (1.5 years)~~	~~0~~	~~LS~~	N/A	N/A
25	Shade Structure	1	EA	62,500.00	62,500.00
26	Picnic Table	1	EA	5,050.00	5,050.00
27	Bench	1	EA	6,175.00	6,175.00

Item	Description	Quantity	Units	Unit Cost	Total
28	Bicycle Rack	3	EA	3,060.00	9,180.00
~~29~~	~~Stone Boulder Seating (2'x2'x2')~~	~~0~~	~~EA~~	N/A	N/A
30	Bicycle Repair Station	1	EA	6,780.00	6,780.00
~~31~~	~~Wood Mulch~~	~~0~~	~~CY~~	N/A	N/A
32	Class 2 Aggregate Base (CY)	1029	CY	127.00	130,683.00
33	Hot Mix Asphalt (Type A)	505	TON	204.00	103,020.00
~~34~~	~~Retaining Wall Repair (Masonry Wall)~~	~~0~~	~~EA~~	N/A	N/A
~~35~~	~~Mechanically Stabilized Embankment (MSE Wall)~~	~~0~~	~~SQFT~~	N/A	N/A
~~36~~	~~Retaining Wall (Modular Wall)~~	~~0~~	~~SQFT~~	N/A	N/A
37	Structural Concrete, Bridge Footing, Wingwalls, and Deck	72	CY	3,500.00	252,000.00
~~38~~	~~Structural Concrete, Retaining Wall (Stem & Footing)~~	~~0~~	~~CY~~	N/A	N/A
~~39~~	~~Structural Concrete, Headwall~~	~~0~~	~~CY~~	N/A	N/A
~~40~~	~~Structural Concrete, Stairs~~	~~0~~	~~CY~~	N/A	N/A
41	Furnish and Erect Prefabricated Steel Pedestrian Bridge (30' Span)	1	LS	143,650.00	143,650.00
42	Furnish and Erect Prefabricated Steel Pedestrian Bridge (45' Span)	1	LS	172,600.00	172,600.00
~~43~~	~~24" Reinforced Concrete Pipe~~	~~0~~	~~LF~~	N/A	N/A
~~44~~	~~24" Corrugated Steel Pipe~~	~~0~~	~~LF~~	N/A	N/A
~~45~~	~~36" Corrugated Steel Pipe~~	~~0~~	~~LF~~	N/A	N/A
~~46~~	~~48" Corrugated Steel Pipe~~	~~0~~	~~LF~~	N/A	N/A
47	3" Perforated Plastic Pipe Underdrain	98	LF	76.00	7,448.00
48	3" Plastic Pipe Underdrain	45	LF	85.00	3,825.00
49	Permeable Material (Underdrain)	4	CY	164.00	656.00
~~50~~	~~Precast Concrete Drop Inlet~~	~~0~~	~~EA~~	N/A	N/A
~~51~~	~~Precast Concrete Storm Drain Manhole~~	~~0~~	~~EA~~	N/A	N/A
~~52~~	~~Adjust Inlet~~	~~0~~	~~EA~~	N/A	N/A
~~53~~	~~Rock Slope Protection (All Classes, Method B)~~	~~0~~	~~CY~~	N/A	N/A
~~54~~	~~Minor Concrete (Curb)~~	~~0~~	~~LF~~	N/A	N/A
55	Detectable Warning Surface	60	SQFT	33.00	1,980.00
56	Minor Concrete (Concrete Paving)	7	CY	1,862.00	13,034.00
57	Minor Concrete (Curb Ramp)	3	CY	5,600.00	16,800.00
58	Chain Link Roller Gate	1	EA	6,000.00	6,000.00
59	Chain Link Fence (Type CL-4)	336	LF	70.00	23,520.00

Item	Description	Quantity	Units	Unit Cost	Total
60	Remove Roadside Sign	4	EA	300.00	1,200.00
61	Roadside Sign - One Post	11	EA	790.00	8,690.00
62	Roadside Sign - One Post (Interpretive Sign)	2	EA	1,200.00	2,400.00
~~63~~	~~LED Border Enhanced Trail Sign~~	~~0~~	~~EA~~	N/A	N/A
~~64~~	~~Tubular Handrailing~~	~~0~~	~~LF~~	N/A	N/A
~~65~~	~~Pedestrian Handrail~~	~~0~~	~~LF~~	N/A	N/A
66	Thermoplastic Crosswalk and Pavement Marking	184	SQFT	13.00	2,392.00
67	Paint Traffic Stripe - (2-Coat)	769	LF	4.00	3,076.00
68	Paint Pavement Marking - Trail (2-Coat)	21	SQFT	20.00	420.00
69	Remove Thermoplastic Traffic Stripe	10	LF	29.00	290.00
~~70~~	~~Remove Thermoplastic Pavement Marking~~	~~0~~	~~SQFT~~	N/A	N/A
71	Lighting Power Circuits Below Grade (Incl. 2" Conduit)	100	LF	51.00	5,100.00
~~72~~	~~Street Light and Concrete Base~~	~~0~~	~~EA~~	N/A	N/A
73	Electrical Pullbox	4	EA	1,260.00	5,040.00 ~~1260~~ J.B
74	Service Pedestal	1	LS	13,178.00	13,178.00
75	Mobilization (Mobilization, Demobilization and final Cleanup)	1	LS	132,500.00	132,500.00

Total Add Alternate bid amount in words:	
ONE MILLION FOUR HUNDRED TWO THOUSAND FIVE AND 00/100 Dollars	$ 1,402,005.00

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

Witness our hands this day of April 23rd, 20 24.

Licensed in accordance with an act providing for the registration of California Contractors License No. 89, expiration date 5-31-25.

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

Department of Industrial Relations Public Works Contractor Registration Number: 1000000085

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

John G. Boies - Chief Estimator

Granite Construction Company 1324 S. State Street, Ukiah CA 95482

Ph. 707-974-0886 Fax 707-467-4183

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

See attached list of Officers

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

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

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

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

Signed_____
John. G. Boies

Titled Chief Estimator

Firm Granite Construction Company

Date 4-23-24

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

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: Granite Construction Company

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

GREAT REDWOOD TRIAL PHASE 4

John G. Boies - Chief Estimator
(Signature of Bidder)

Business Mailing Address:

1324 S. State Street, Ukiah CA 95482

Business Location:

1324 S. State Street, Ukiah CA 95482

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this 23rd day of April, 2024

Signature of Bidder, with Business Address:

John G. Boies - Chief Estimator

1324 S. State Street, Ukiah CA 95482

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date 4-23-24

John G. Boies - Chief Estimator

1324 S. State Street, Ukiah CA 95482

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor.(See General Conditions Section 1-09.) *Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.*

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK
ARROW FENCING	585041	1000022055	CALPELLA, CA	FENCING
DARREN TAYLOR CONSTRUCTION	903262	1000005101	ANDERSON, CA	STRIPING
DT FABRICATION	1044956	1000554880	REDWOOD VALLEY, CA	RAILING
CAMBLIN STEEL	218839	1000003852	ROSEVILLE, CA	REINFORCING STEEL
T&S INC.	983087	1000007688	REDDING, CA	SIGNAGE
TYRRELL	938998	1000007965	TRUCKEE, CA	TREE REMOVAL
~~ALICE BROWN ELECTRIC~~ J.B.	~~306767~~ J.B.	~~1000000469~~ J.B.	~~COTATI, CA~~ J.B.	~~ELECTRICAL~~ J.B.
COASTAL MOUNTAIN ELECTRIC	507105	1000008522	LOWER LAKE, CA	ELECTRICAL

STATEMENT OF EXPERIENCE OF BIDDER

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

See attached project list

GRANITE™

Name, Location of Project, and Kind of Work	Name and Address of Owner	Prime Contractor	Architect/Engineer/ Designer Firm	Architect/Engineer/ Designer Contact	Contruction Management Firm	Construction Management Contact	Prime or Subcontractor	Contract Amount	Final Contracted Amount w/ CO's	Original Estimated Completion Date	Actual Completion Date	Time Ext Granted (No of Days)	Liens or Claims?	Liquidated Damaged Imposed	Nature or resolution of claim, lawsuit, mediation or arbitration
State and Dora St. Rehab #21-04 **Ukiah, CA** Pavement Rehabilitation	City of Ukiah 300 Seminary Ave Ukiah, CA 95482 707-463-6230	N/A	N/A	N/A	N/A	N/A	Prime	$ 1,511,529.90	$ 1,693,907.38	12/5/2022	3/1/2023	58 days Extended by City	N/A	N/A	N/A
Northwestern Pacific Rail Trail II #17-12 **Ukiah, CA** Construct Pedestrain Patheway	City of Ukiah 300 Seminary Ave Ukiah, CA 95482 707-463-6230	N/A	N/A	N/A	N/A	N/A	Prime	$ 1,491,456.00	$ 1,694,567.72	1/7/2020	11/19/2019	N/A	N/A	N/A	N/A

SIGNATURE(S) OF BIDDER

Accompanying this proposal is Bidder's Bond

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

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

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

See attached list of Officers

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

License No. 89, License Expiration Date 05-31-2025.

Signature(s) of Bidder:

John G. Boies - Chief Estimator

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

Business address: 1324 S. State Street, Ukiah CA 95482

Place of residence: N/A

Dated: 4-23-24

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Granite Construction Company

_____, as PRINCIPAL and

_____

Travelers Casualty and Surety Company of America, as SURETY,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on April 23, 2024 for GREAT REDWOOD TRAIL PHASE 4.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 15th day of April, A.D. 20 24.

_____ (Seal)

John G. Boies - Chief Estimator (Seal)

Granite Construction Company (Seal)

Principal

_____ (Seal)

Isabel Barron, Attorney-In-Fact (Seal)

Travelers Casualty and Surety Company of America (Seal)

Surety

Address: 1 Tower Square Hartford, CT 06183

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL CALIFORNIA

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

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.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On April 15, 2024 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
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.

MARIA GOMEZ
COMM. #2414077
Notary Public - California
Santa Cruz County
My Comm. Expires Sep. 24, 2026

Signature Maria Gomez (Seal)
Maria Gomez, Notary Public

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA — HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY — CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of **each of the Companies**, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of **said Companies** by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P. NOWIK — NOTARY PUBLIC — CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA — HARTFORD, CONN.

Dated this April 15, 2024

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA — HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY — CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing GREAT REDWOOD TRAIL PHASE 4 by contract, being duly sworn, deposes and says:

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

John G. Boies - Chief Estimator

Signature(s) of Bidder

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL January 4, 1922 CALIFORNIA

Business Address: 1324 S. State Street, Ukiah CA 95482

Place of Residence: N/A

NOTARIZATION

See attached California Jurat

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

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

My Commission Expires _____, 20 ____.

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.

CALIFORNIA JURAT

State of California)

County of Mendocino)

Subscribed and sworn to (or affirmed) before me on this 19th day

of April, 20 24, by John Boies

_____,

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

J. MCKENZIE
Notary Public - California
Mendocino County
Commission # 2357638
My Comm. Expires May 14, 2025

Signature _____

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

_____

containing _____ pages, and dated _____.

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
- ◯ form(s) of identification ◯ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

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GRANITE

Granite Construction Company
List of Officers

Name	Present Office Position
Larkin, Kyle T.	President Executive Chief Officer
Curtis, Elizabeth L.	Executive Vice President Chief Financial Officer Assistant Secretary
Radich, James A.	Executive Vice President Chief Operating Officer Assistant Secretary
Craig, Kimberly K.	Senior Vice President of Corporate Finance Treasurer Assistant Secretary
Dowd, Brian R.	Senior Vice President Construction Assistant Secretary
Estes, Bradly J.	Senior Vice President Materials Assistant Secretary
Gruber, Timothy W.	Senior Vice President Human Resources Assistant Secretary
Hall, M. Craig	Senior Vice President General Counsel Corporate Compliance Officer Secretary
Tatusko, Michael G.	Senior Vice President Construction Assistant Secretary
Williams, Bradley J.	Senior Vice President Construction Assistant Secretary
Woolsey, Staci M.	Senior Vice President Chief Accounting Officer Assistant Secretary
Barker, Michael W.	Vice President Investor Relations
Nickerson, James D.	Vice President Assistant Secretary
Blackburn, Nicholas B.	Vice President Tax Assistant Secretary
Murray, Jordy L.	Deputy General Counsel Assistant Secretary
Smith, Kenneth M.	Associate General Counsel Operations Assistant Secretary
Jasper, Jason M.	Associate General Counsel Operations Assistant Secretary
Clark, Clinton R.	Assistant Secretary
Burford, Todd N.	Assistant Secretary
Granite Construction Incorporated	Parent

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2024 through December 31, 2024, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed $75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that, effective January 1, 2024 through December 31, 2024, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company in excess of $75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that, effective January 1, 2024 through December 31, 2024, the individuals named on the attached Exhibit 1 and Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper construction contract documents prepared and submitted on behalf of the Company relating to domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures, and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted effective January 1, 2024 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

Dated: January 1, 2024

M. Craig Hall

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

EXHIBIT 1

AUTHORIZED SIGNERS
Granite Construction Company
California Group
Coastal Region
Bay Area/Monterey Bay Area/North Coast Area

AUTHORIZED SIGNERS
Brent Fogg, VP Coastal Region
Chelsea M. Alameda, Regional Controller
Justin Ingram Region/Division Project Executive
Pennington B. Shortes, Regional Project Executive
Steven C. Kaesler, Construction Manager III
John G. Boies, Chief Estimator III
Matthew J. Storm, Construction Manager
Brian D. Hussar, Construction Manager
Darren L. Hiatt, Construction Manager
Patrick K. Amaris, Private Works Manager
Terry D. Richards, Senior Estimator

ATTESTORS
Brent Fogg, VP Coastal Region
Chelsea M. Alameda, Regional Controller
Justin Ingram, Region/Division Project Executive
Pennington B. Shortes, Regional Project Executive
Steven C. Kaesler, Construction Manager III
John Boies, Chief Estimator III
Matthew J. Storm, Construction Manager
Brian D. Hussar, Construction Manager
Darren L. Hiatt, Construction Manager
Patrick K. Amaris, Private Works Manager
Jason Woelbing, Operations Finance Manager
Terry D. Richards, Senior Estimator
Patricia A. Arnett, Estimating Assistant
Teresa Rothney, Estimating Assistant
Jenni McKenzie, Subcontracts Admin

EXHIBIT 2

AUTHORIZED SIGNERS
Granite Construction Company

AUTHORIZED SIGNERS
Kyle T. Larkin, President & CEO
Elizabeth L. Curtis, Executive Vice President
James A. Radich, Executive Vice President & Chief Operating Officer
Brian R. Dowd, Senior Vice President Group Operations
Michael G. Tatusko, Senior Vice President Group Operations
Bradley J. Williams, Senior Vice President Group Operations

Agenda Item No: 13.d.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-113

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approval of a Contract Amendment 3 and 4 for the Additional Design and Environmental Services by GHD Engineers for Technical Services Related to the Great Redwood Trail, in the Amount of $63,635.39, and Approve Corresponding Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works/CIty Engineer

ATTACHMENTS:

1. Original Agreement
2. Amendment 1
3. Amendment 2
4. Proposed Amendment 3
5. 2024-4-26 Amendment 4_Rev1

Summary: The City Council will consider approval of a contract and budget amendments with GHD Inc for additional design and environmental reveiw support for the Great Redwood Trail Phase 4.

Background: At the September 15, 2021 meeting, Council awarded a professional services agreement with GHD Inc for the design of Phase 4 of the Great Redwood Trail. This phase extends the existing terminus of the trail on Commerce Drive south; see Attachment 1 for a copy of this agreement. Since entering into an agreement with GHD Inc, there have been two additional amendments to the contract for additional design and permitting related to the alignment of the trail; see Attachment 2 and 3. The construction of the trail requires various engineering and environmental considerations. Developments, such as the inclusion of irrigation water storage tanks requested by the City and additional work mandated by permitting agencies (USACE, CDFW, and RWQCB), have extended the scope of the project beyond initial estimates. Unanticipated changes in design, particularly in wetland impacted areas, have necessitated revisions to permit packages and civil grading designs. Furthermore, investigations into potential wetlands and coordination with PG&E for electrical services (for lights along the trail) have added to the project's complexity. These unforeseen tasks require additional engineering and environmental services to ensure project success.

Discussion: The need for a contract and budget amendment for additional engineering and environmental services is evident considering the unanticipated challenges faced by the project. The inclusion of irrigation water storage tanks, coordination with permitting agencies, revisions to design due to conservative interpretations of wetland criteria, and investigations into the spring alignment all require specialized expertise and resources. Failure to address these additional services could lead to delays, cost overruns, and potential compliance issues with regulatory agencies, ultimately jeopardizing the project's success. Please see Attachment 4 and Attachment 5 for the proposal for these services.

Like the previous two amendments, the additional funds requested for Amendments 3 and 4 would be reimbursed by the Urban Greening Grant. Amendment 3 would bring the contract total to $487,902.39.

Recommended Action: Approve contract amendment 3 and 4 and budget amendment in the amount of $63,635.39 for additional Design and Environmental Services.

BUDGET AMENDMENT REQUIRED: YES

CURRENT BUDGET AMOUNT: 51124210.80230.18253: $0

PROPOSED BUDGET AMOUNT: 51124210.80230.18253: $63,635.39

FINANCING SOURCE: Grant Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2122118

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

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI): **2b** – Encourage active transportation as a viable alternative to automobiles. **2d** – Continue to expand the Great Redwood Trail – Ukiah.

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

Approved: _____
Sage Sangiacomo, City Manager

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 13th day of October, 2021 ("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 preparing plans, specifications, and estimate for the Great Redwood Trail Phase 4 (GRT 4) 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 Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

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

2.0 SCOPE OF SERVICES

2.1 As set forth in Attachment "A".

2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within the time coordinated with the City. 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 $312,491.00. 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 for 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 charges for the same shall be set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.

4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.

4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

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

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

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

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

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

6.0 INDEMNIFICATION

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.

2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.

3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

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

4. Errors and Omissions liability: $1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

a. The City, it officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.

b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

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

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

2. Worker's Compensation and Employers Liability Coverage

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

3. Professional Liability Coverage

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

4. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

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

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

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

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

7.0 CONTRACT PROVISIONS

7.1 Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.

7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.

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

7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

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

7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.

7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.

7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services

performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.

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

8.0 NOTICES

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

CITY OF UKIAH DEPT. OF PUBLIC WORKS 300 SEMINARY AVENUE UKIAH, CA 95482-5400	GHD INC MATTHEW G. KENNEDY PO Box 7967 SANTA ROSA, CA 95407

9.0 SIGNATURES

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

GHD INC

BY: _____ October 13, 2021

MATTHEW G. KENNEDY
PRINCIPAL-IN-CHARGE — Date

98-0425935
IRS IDN Number

CITY OF UKIAH

BY: _____ Oct 14, 2021

SAGE SANGIACOMO
CITY MANAGER — Date

ATTEST

Kristine Lawler
Kristine Lawler (Oct 14, 2021 11:20 PDT) — Oct 14, 2021

KRISTINE LAWLER
CITY CLERK — Date

→ 2. Project Approach and Schedule

The Great Redwood Trail Background *(formerly Northwestern Pacific Rail Trail)*

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 first appeared in the City's 1999 Bicycle Master Plan, completed by GHD's teaming partner Alta Planning + Design (Alta).

The planning for the overall NWP Rail Trail Project was further advanced in the 2002 Rail Trail Feasibility Study, completed by Alta. The project was ranked as the highest priority in the Bicycle Master Plan in the 2006 Mendocino County Regional Bikeway Plan.

The NWP Rail Trail project has experienced broad community support and the support of 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

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. The project involved surveying and mapping, preparation of the Trail Corridor Management Plan, Safety Plan, and Trail Policy. Services provided by the GHD/Alta included a public workshop and engineering design. Construction of Phase 1 was 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 both Phases 2 and 3 of the trail. Construction commenced in the winter of 2019.

GHD 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 with the development of 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 four-phase endeavor.

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 4.

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 these requirements and identifies this Phase 4 project segment as Segment No. S8 and S9.

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 have completed these documents for previous projects, including, as previously mentioned, the Phase 1, 2 and 3 portions of the Great Redwood Trail (NWP Rail Trail project).

Figure 1: Aerial of Phases 1 and 3

The Great Redwood Trail Assessment outlines plans for the corridor to be railbanked between Cloverdale and Samoa. With the passing of State Bill 69 (2021), NCRA has begun the preliminary steps to repurpose the valuable rail line as a recreation and active transportation corridor that will generate economic benefits for dozens of communities.

Railbanking allows railroad owners to preserve established rail lines by transferring them, through sale, donation, or lease, to a qualified public or private entity to manage the ROW as an interim trail. This entity becomes legally and financially responsible for managing the rail corridor ROW. The corridor can be used as a trail until the need for rail service resumes, at which point the ROW can be converted to, or shared with, the active rail.

Phase 4 Project Understanding

In May 2021 the City received an Urban Greening Grant from the state administered by California Natural Resources Agency to complete the Phase 4 segment of the Great Redwood Trail. The Urban Greening Grant supports projects that reduce Green House Gases (GHG), by enhancing, expanding and creating neighborhood 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 the summer of 2021, the City is expected to complete and file environmental documentation through a CEQA Notice of Exemption under Section 15304 (Class 4, construction of a bicycle/multi-use trail within an existing right-of-way).

The Phase 4 trail is approximately 1.9 miles long, which include three new roadway crossings (Airport Road, Norgard Lane and Plant Road), as well as two existing rail bridge enhancements to support the new trail. At this time it is not clear who will be removing the existing rail and wood ties, but once the existing rail and rail ties are removed, the trail will be placed on the existing ballast after minor repairs, localized widening and grading have been completed. The trail alignment will match the existing centerline of the existing rail. 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 March 2022 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 2022. Achieving this schedule is contingent on overcoming key project issues, which are also described below, under “Approach."

Developed over the past 15 years, the GHD/Alta team has a very deep understanding of this project. As a result, we are able to leverage our experience from Phases 1, 2 and 3, as well as other similar rail-with-trail projects *(described in Sections 3 and 6 of this proposal)* to successfully meet the ambitious schedule and deliver all project components to the satisfaction of the City.

Over the past five years, the GHD/Alta team has also worked directly with NCRA and NWPR/W staff on the development of numerous rail-with-trail projects in Northern California. Our trail designs have become the centerpiece of communities. As trails gain popularity, we recognize the potential for under-utilized land to increase in value, creating the potential for trail-front businesses.

In addition to our combined experience, Alta is also recognized as a nationwide leader in the development of trail projects within railroad rights-of-way. Alta has 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.

Figure 2: Aerial of ADA ramp

Phase 4 Approach

In preparing for our proposal, we met with City staff multiple times to discuss specific details and potential challenges regarding Phase 4 of the project. We walked the site, photo-documented, and conducted a drone fly over to obtain video and aerial photos of the Phase 4 alignment. See figure 3.

Figure 3: Aerial image of existing rail corridor

We obtained and reviewed all background documentation, including NCRA R/W mapping and applicable policies, goals, and objectives outlined in the 2015 Ukiah Bicycle and Pedestrian Master Plan (prepared by Alta).

Through our historic understanding of the project and our recent investigative efforts, we have identified some key challenges within Phase 4. 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, one of which is under construction. We have an established relationship with City staff, as well as with the City's Project Manager on this project (Andrew Stricklin), 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. 21-02).

The GHD/Alta team is ready to start immediately in order to meet this ambitious schedule. The critical path is to complete the topographic survey and the right-of-way and geotechnical analyses.

GHD previously completed a portion of the base mapping at Commerce Drive, where the Phase 3 trail begins. This will allow us to build upon the existing base map and interconnect the base maps from previous projects. We propose to conduct a focused topographic survey along the existing rail extending out to the R/W to capture the existing ballast, drainage patterns, trees, road crossing, and railroad equipment. In order to quickly complete the survey, we will use a combination of aerial drone equipment with limited manual survey at specifically and strategically chosen locations, such as at the existing bridges, culvert crossings, and road crossings. The survey will be completed by GHD's in-house resources. This survey approach will minimize costs and allow us to quickly focus on the Preliminary (30%) Design.

Preliminary (30%) Design

Key goals of the Preliminary Design are to verify that the existing rail and rail ballast prism have adequate width and identify where the ballast may need to be widened to accommodate the Class I multi-use trail. The goal is to minimize the amount of ballast widening and impacts to the existing storm drainage swales, potential sensitive habitat and culvert crossings.

In addition, the new trees, native grasses, and native shrubs that are selected and planted by the North Coast Opportunities, will be incorporated by the GHD team in the preliminary design considering the plants functions, i.e., provide shade for the Family gathering area, existing storm water features, wetland enhancement, or simply decoration. GHD in conjunction with Alta will develop a preliminary plan for the outdoor family gathering space and its amenities, along with other site furnishings along the trail corridor.

The preliminary engineering or 30% design drawings will be utilized to begin conversations with CPUC and the systems needed for the road crossings. The site or street lighting for the Phase 4 trail will not contain trail lighting, but rather lighting only at the roadway crossing for public safety. The intent of the "No" trail lighting is to promote dark sky's and limit light pollution in the surrounding area.

Right-of-Way Impacts

Based on the current concept trail alignment, no R/W or easement acquisitions are needed. The concept drawings included in the City's RFP (21-02) show the trail alignment extending from Commerce Drive south to approximately 340 feet south of Taylor Drive on the existing rail ballast.

From our field review the only railroad equipment is at Commerce Drive, being a control cabinet, and at Norgard Lane being warning flashers. GHD measurements indicate there is adequate space between all these features to install the new trail and not affect the existing railroad equipment, utilities, or existing R/W.

Proposed Alignment

The proposed alignment or concept for this phase of Trail is to follow the existing centerline of the existing rail as feasible. The trail maybe offset from the existing centerline to avoid widening any areas beyond the existing ballast slope. The goal is to avoid importing fill material, reduce or eliminate temporary and/or permanent impacts to wetlands along the corridor. See figure 4.

Figure 4: Rendering of Phase 4 path along wetlands

Placing the trail on the existing ballast will minimize impacts to the environment and and prevent disturbance of drainage patterns. The trail will be sloped to allow stormwater runoff to drain toward the existing stormwater features and infrastructure that currently runs parallel along the corridor. The City of Ukiah adheres to the City of Santa Rosa Storm Water Low Impact Development Technical Design Manual for storm water quality and quantity improvements related to new projects. This project is exempt from providing storm water low impact improvements. We will include storm water features where feasible.

There are three existing short bridge crossings that need to be modified to support the construction of the trail. Provided the foundations and major structural components are adequate to support the loads from the new trail, GHD will explore possible modification to the existing bridges in an attempt to keep the major structural components as they are indicative of traditional rail construction. GHD's preliminary review and modifications include keeping the existing foundations and beams, while removing the existing cross beams and installing a new concrete deck with curbing and guardrails on both sides. See figure 5.

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 greater than two acres, resulting in the need to develop a Stormwater Pollution Prevention Plan (SWPPP) and the rest of the NPDES stormwater regulatory requirements.

Permitting

GHD will assist the city and the contractor, in obtaining and securing a right-of-way encroachment permit for the removal of the existing rail and construction of the trail crossing the public streets. An encroachment permit will be needed from Caltrans (where the trail crosses under the Redwood Hwy 101) and county roads at Norgard Lane and Plant Road. The city will process the encroachment for Airport Road internally. GHD will also coordinate with NCRA and their engineering representative in obtaining approval for this project and obtaining an encroachment.

Existing Bridges

GHD is assuming that the existing foundations and wooden beams will be reusable. This will be verified during the Preliminary (30%) Design. For preliminary design purposes, GHD will remove the existing rails and wood-cross ties and install and new concrete deck with handrails to support the new trail. If the wooden beams are inadequate, GHD will work with the city on a more efficient design to replace them.

Figure 5: Rendering of Phase 4 bridge

Recycled Water

GHD will investigate the location of the existing reclaimed water system during the Preliminary (30%) Design. GHD will recommend tie-in locations to provide irrigation for the Phase 4 trail planting areas.

GHD's Code of Conduct and Core Values

GHD's Code of Conduct establishes our behavior expectations and conduct requirements. We promote ethical business and personal behavior consistent with our core values of ***Safety, Teamwork, Respect and Integrity***. This coincides with City of Ukiah's core values of ***Professionalism, Service, Teamwork, Innovation and Safety***. We believe that the success of our projects with the City directly correlates. See figure 6.

Figure 6: GHD's Core Values

Phase 4 Scope of Work

The proposed scope of work to complete the planning and design of Phase 4 of the Great Redwood Trail project is described in the following tasks. 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 GHD, Alta Planning + Design, and Crawford 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 and agreement
- 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

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, Mendocino County R/W and Caltrans R/W with the goal of designing the trail corridor improvements to be within either the railroad R/W or the City/County R/W. GHD is in receipt of the NCRA R/W mapping for the Phase 4 corridor, and has previously completed partial mapping of the R/W between Commerce Drive 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 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 drone flyover with 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
- Streetlights, 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.

Deliverables:

- Survey Control Base Map and Topographic Map in 2016 AutoCAD Civil 3D file format point files and the surface model (DTM)

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.

Task 4. Geotechnical investigation and report

Limited Geotechnical Investigation

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 south of Commerce Dr, one north of the Airport Road crossing, one by Norgard Lane, one south of Plant Road). 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.

Deliverables:

- Draft and Final Geotechnical Investigation Report

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

GHD will collaborate with Alta to review the preliminary plans included with the Urban Greening Grant application. GHD and Alta will prepare a preliminary trail design to meet the requirements of the local codes, AASHTO Guide for the Planning, Design and Operation of Pedestrian Facilities, Caltrans Highway Design Manual Chapter 1000 – Bicycle Transportation Design, FHWA, MUTCD-CA, 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
- CPUC

We will request that the City, the NCRA, California Public Utilities Commission (CPUC), 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.

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 three unnamed creek crossings at existing bridges. The GHD team will use this drainage study to guide the design to address drainage needs.

Preliminary Plans

The 30% concept level design plans will contain a conceptual level trail alignment, furnishings, and outdoor family gathering area.

Trail alignment, irrigation, furnishings and family gathering area:

- Intersection designs at the intersections of Commerce Dr, Airport Road, Norgard Lane and Plant Road
- Finalizing trail alignment
- Develop typical trail cross sections throughout project reach for each type of section
- Location and type of proposed bollards and barriers
- Family gathering area layout design, hardscape materials selection, site furnishings (benches, drinking fountains, waste receptacles, etc)
- Coordination with North Coast Opportunities (NCO) to integrate their plant selection into the overall design
- Coordination of landscape and site elements with trail lighting at intersections
- Irrigation connection to the existing reclaimed water system. Determine feasibility and complexing of system extension and serviceability.
- Identify locations for rainwater capture and use for irrigation.
- Wayfinding and interpretive sign locations (content not to be developed in this plan set)

Deliverables:

- Preliminary Plans
- Preliminary Opinion of Probable Construction Cost
- Preliminary Drainage Study

Assumptions:

- There are no meetings associated with this task.
- LID improvements are not required for the project.

Task 6. Engineering Design (60%, 90%, and final)

Once comments have been received by the City, NCRA, CPUC, 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 consider 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 NCRA, CPUC and California Natural Resources Agency for approval.

Engineering design will include:

- Trail alignment
- Design of trail cross sections throughout the corridor for each type of typical cross section
- Pavement section design
- Intersection designs at the intersections of Commerce Dr, Airport Road, Norgard Lane and Plant Road
- Location of trail amenities and amenity details to be included in the project

- Trail lighting at roadway intersections to comply with required safety lighting standards
- Grading and drainage
- Wayfinding and interpretive sign locations
- 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 California Natural Resources Agency (CNRA) Urban Greening Grant Program and will require final review and approval from CNRA. GHD will coordinate with the city and provide plans for submittal to CNRA, as well as address any review comments. In addition to CNRA, plan approval will be required by CPUC and the 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 more than 1 acre, therefore a SWPPP is needed. An optional task for SWPPP preparation is included.
- 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.
- No trail lighting is included, only lighting at the road crossings will be provided.
- 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. Supporting Biological Resources Surveys and Studies

Desktop Review of Available Biological Information

Prior to on-site surveys, GHD will review biological resource databases including the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), the California Native Plant Society (CNPS) Rare Plant Inventory, and species lists provided by the U.S. Fish and Wildlife Service (USFWS) and/or National Marine Fisheries Service (NMFS). Pre-project scoping will include generation of a table showing each special status species' potential to occur in the project area and inform the optimal time period(s) for biological field surveys.

Deliverables *(all electronic PDFs)*:

– PDF table indicating potential for presence of sensitive biological resources within the project area

Sensitive Natural Community Mapping, and Habitat Assessment

Vegetation communities within the project area will also be documented in the field and classified at the alliance level according to the Manual of California Vegetation using the Rapid Assessment method. Rare plants and Sensitive Natural Communities will be mapped using GPS and aerial imagery. Potential habitat that may support sensitive wildlife species will also be evaluated at this time, based on an analysis of on-site habitats, known home ranges and/or distribution of target species, and other biological characteristics. Presence of these resources will be summarized in the project's Biological Resources Report, as described below along with supporting data forms, site photos, and a map.

Biological Resources Report

The Biological Resources Report (BRR) will summarize the potential for special status plants and wildlife, aquatic resources, and Sensitive Natural Communities to occur within the project area. The BRR will compile: data found during database surveys described above as well as any available maps, databases, literature specific to local ecology, and any additional information from the client pertaining to the site shall be reviewed. The BRR will also summarize the results of the rare plants surveys, Sensitive Natural Community mapping and wildlife habitat assessment. Recommendations for further actions or mitigation measures to protect biological resources during project implementation will conclude the report. The report will support the project's CEQA documentation and anticipated permits.

Deliverables *(all electronic PDFs)*:

– Draft and Final BRR (including maps of sensitive biological resources detected during surveys)

Aquatic Resources Delineation (Optional)

During a preliminary site visit, several swales and drainages were noted along the rail corridor which could potentially be jurisdictional features. Therefore, GHD recommends preparing an aquatic resources delineation to support the design engineers so they can avoid these features to the extend feasible. In addition, the City would need the aquatic resources delineation to support any resource agency applications that we understand will be prepared by the City. Therefore, we have included this as an optional task for the City's consideration.

GHD will conduct a delineation of potential wetlands and waters of the United States and/or State in accordance with the USACE 1987 manual, the Western Mountains, Valleys, and Coast Region Supplement, the 2020 Navigable Waters Protection Rule and the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State adopted by the State Water Resources Control Board on April 2, 2019. Field work for the delineation will be conducted on the same day as the initial habitat assessment described below.

A separate delineation report will be prepared that describes the findings of the delineation and can be submitted to USACE and RWQCB for their jurisdictional determination. The report will include a delineation map, data sheets, and supplemental information to support the delineation analysis. The delineation will include all the information required by USACE and Water Board to make a formal jurisdictional determination. As part of the report, the following information is required: a locality map; USGS quad sheet or copy with the project boundary outlined; and a delineation map on an aerial or topographic base. GHD will prepare the figures to support the delineation report.

Deliverables *(all electronic PDFs)*:

– Draft and Final Aquatic Resources Delineation

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

Schedule

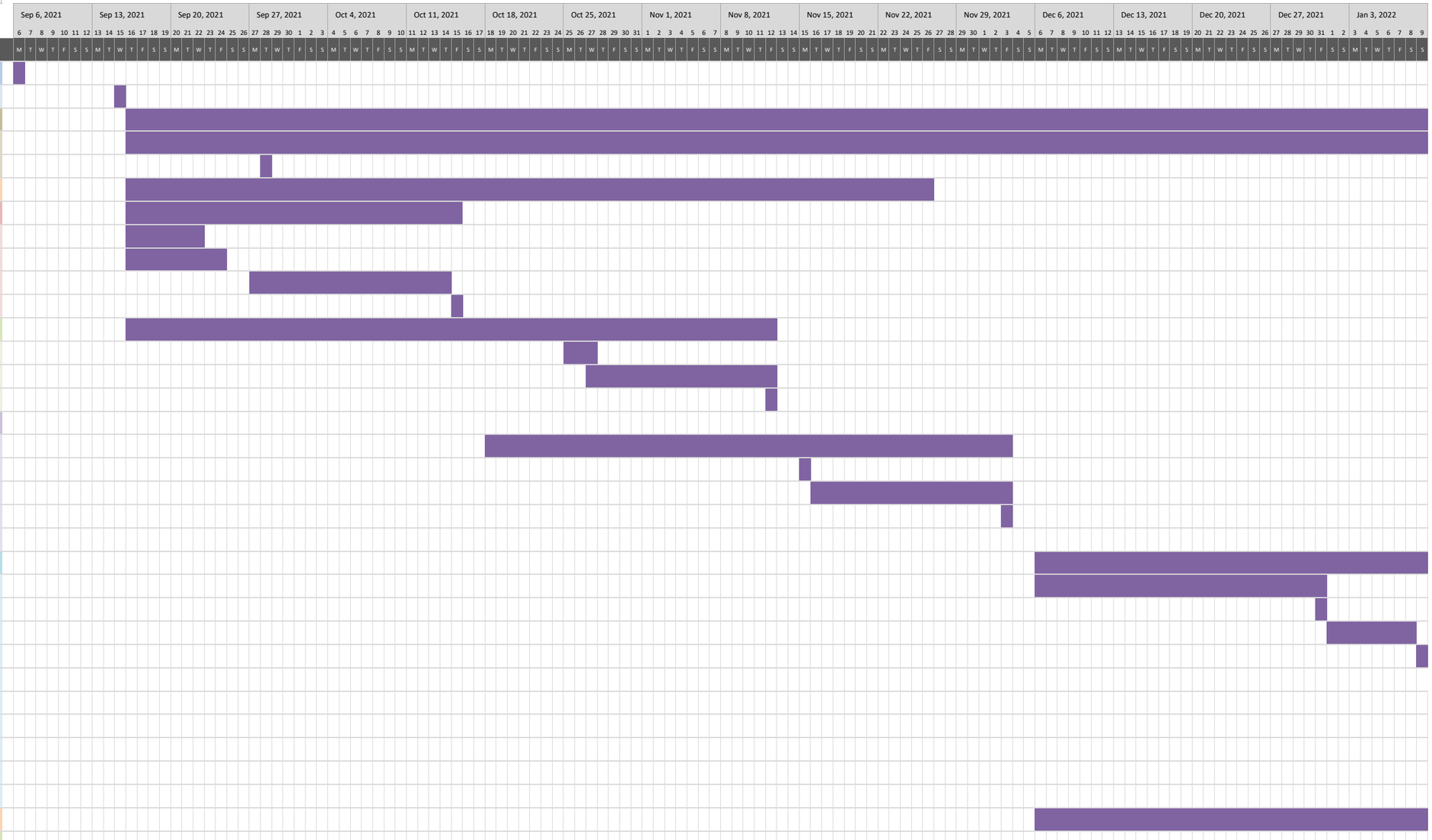
Please see our proposed project schedule on the following page.

GREAT REDWOOD TRAIL PHASE 4

Project Start: Mon, 9/6/2021

Display Week: 1

TASK	START	END
Consultant Selection	9/6/21	9/6/21
Council Award / Notice to Proceed	9/15/21	9/15/21
Task 1: Project Management	9/16/21	3/25/22
Project Mangament	9/16/21	3/25/22
Kick of Meeting	9/28/21	9/28/21
Task 2: Review Existind Documents and Data	9/16/21	11/26/21
Task 3: Topographic Survey and Right of Way	9/16/21	10/15/21
R/W and Easement Research	9/16/21	9/22/21
Field Data Collection (topography, drainage, vegetation, etc.)	9/16/21	9/24/21
Develop Base Mapping (topography and R/W resolution)	9/27/21	10/14/21
Submit Topographic Survey and Right of Way Mapping	10/15/21	10/15/21
Task 4: Geotechnical Investigation and Report*	9/16/21	11/12/21
Geotechnical Field Investigatoin (drilling Permit and Drilling)	10/25/21	10/27/21
Laboratory Testing and Report	10/27/21	11/12/21
Submit Geotechnical Investigation Report	11/12/21	11/12/21
Task 5: Preliminary (30%) Design	9/16/21	10/18/18
Prepare 30% plans	10/18/21	12/3/21
30% Design Review Meeting	11/15/21	11/15/21
Revise 30% Plans and Develop Cost Estimate	11/16/21	12/3/21
Submitt to CPUC and NCRA for review	12/3/21	12/3/21
Task 6: Engineering Design	12/6/21	3/25/22
Prepare 60% Plans, Specifications and Cost Estimate	12/6/21	12/31/21
Submit 60% Plans, Specifications and Cost Estimate	12/31/21	12/31/21
City & NCRA Review of 60% Design	1/1/22	1/8/22
60% Design Review Meeting	1/9/22	1/9/22
Prepare 90% Plans, Specifications and Cost Estimate	1/10/22	2/4/22
Submit 90% Plans, Specifications and Cost Estimate	2/4/22	2/4/22
City & NCRA Review of 90% Design	2/7/22	2/14/22
90% Design Review Meeting	2/7/22	2/7/22
Prepare Final Plans, Specifications and Cost Estimate	2/14/22	3/9/22
Submit Final Plans, Specifications and Cost Estimate	3/10/22	3/10/22
Task 7: Resource Agency Permitting (optional)	12/6/21	3/25/22
Task 8: Stormwater pollution prevention plan	2/14/22	3/9/22



* We anticipate permitting of the exploratory borings to take 2 weeks. Drilling will take place within one week of receipt of the drilling permit and should take no more than one day to complete. Laboratory testing would take about one week to complete. The geotechnical report will be issued within two weeks after completion of testing.

September 2, 2021

City of Ukiah
Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482-5400
Attn: Andrew Stricklin, Associate Engineer

RE: Fee Proposal for Great Redwood Trail Phase 4 – Specification No. 21-02

Dear Mr. Stricklin:

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 $312,491.

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 project and look forward to working with you. If you have any questions about our qualifications or fees, please contact me at (707) 540-9687.

Sincerely,

GHD, Inc

Matt Kennedy, PE TE
Principal in Charge - Authorized Official

GHD Inc. 2235 Mercury Way Suite 150 Santa Rosa CA 95407 USA
T 1 707 523 1010 **F** 1 707 527 8679 **E** santarosa@ghd.com **W** www.ghd.com

Fee Proposal For the Great Redwood Trail Phase 4 - Specification No. 21-02

PROJECT NAME: City of Ukiah Northwester Pacific Rail Trail Phase 4
PROJECT NUMBER: 12557341
Date: 9/2/2021

LABOR COSTS

Firm--->	GHD Inc																					Subtotals		Expenses	Subconsultant	Subconsultant	Total Fee
Employee--->	Kennedy	Tortora	Schmal	Daas	Harvey	Tortora	Burns	Gould	Maddock	Howard	2-man Crew	Hummel	Bohannon	Penry	Lee	Guggiana	Osorno	Piper	Varies	Wolf	Silva	Hours	Fee	Air Fair, Lodging, meals, and rental car	Alta Planning + design	Crawford	
Role--->	Principal	Proj. Mngr.	Civil Engineer	Civil Engineer	Storm Design	Civil Drafter	Structural Engr.	Structural Designer	Land Surveyor	Land Surveyor	Field Crew	UAV Pilot	Survey Tech	Traffic	Traffic	Elec.	Elec.	Landscape	Admin	Agency Permitting	QA/QC						
Task Rate-->	$255.00	$215.00	$215.00	$170.00	$195.00	$80.00	$195.00	$155.00	$155.00	$215.00	$305.00	$170.00	$100.00	$235.00	$215.00	$215.00	$155.00	$170.00	$135.00	$235.00	$275.00						
Task1: Project Management																						134	$29,770	$600	$5,166	$0	$35,536
1.1 Project Management and Coordination	6	40																				46	$10,130	$0	$5,166	$0	$15,296
1.2 Project Meetings	4	16	4				4							12		8			8	8		64	$13,600	$0	$0	$0	$13,600
1.3 Quality Assurance / Quality Control	4	8																			12	24	$6,040	$0	$0	$0	$6,040
Airfare																						0	$0	$300	$0	$0	$300
Lodging (per Diem $200/person/day)																						0	$0	$200	$0	$0	$200
Rental Car and Gas																						0	$0	$100	$0	$0	$100
Task 2 Review and Evaluate Existing Documents and Data																						22	$4,470	$0	$0	$0	$4,470
2.1 Review and Summary of Plans, Surveys, Records		4	4	4			2		2					4		2						22	$4,470	$0	$0	$0	$4,470
																						0	$0	$0	$0	$0	$0
Task 3: Topographic Survey and Right of Way																						170	$27,550	$4,500	$0	$0	$32,050
3.1 Topographic Survey and ROW Field Work									8	2	12	30										52	$10,430	$0	$0	$0	$10,430
3.2 Topographic survey and ROW Mapping		2	2	4					20	12		30	48									118	$17,120	$0	$0	$0	$17,120
Equipment																						0	$0	$2,500	$0	$0	$2,500
Per Diem																						0	$0	$1,000	$0	$0	$1,000
Mileage																						0	$0	$1,000	$0	$0	$1,000
Task 4: Geotechnical Investigation and Report																						14	$2,510	$0	$0	$26,166	$28,676
4.1 Geotechnical Analysis and Report		2	4	4															4			14	$2,510	$0	$0	$26,166	$28,676
																						0	$0	$0	$0	$0	$0
Task 5: Preliminary (30%) Design																						266	$37,940	$950	$11,392	$0	$50,282
5.1 Drainage Study		4	12		40	16																72	$4,720	$0	$0	$0	$4,720
5.2 Preliminary Plans	2	16	24	40		32	8	8						8		2	8	8			2	158	$26,730	$0	$11,392	$0	$38,122
5.3 Preliminary Estimate		2	4	16				4						2		2	4	2				36	$6,490	$0	$0	$0	$6,490
																						0	$0	$0	$0	$0	$0
Airfare																						0	$0	$400	$0	$0	$400
Lodging (per Diem $200/person/day)																						0	$0	$400	$0	$0	$400
Rental Car and Gas																						0	$0	$150	$0	$0	$150
Task 6: Engineering Design (60%, 90%, and final)																						782	$118,960	$4,500	$38,018	$0	$161,478
6.1 60% Plans, Specs and Estimate	2	24	32	60		60	16	20							16	12	24	32			4	302	$46,610	$0	$13,081	$0	$59,691
6.2 90% Plans, Specs and Estimate	2	24	24	40		40	12	16							12	12	12	24			2	220	$34,720	$0	$10,283	$0	$45,003
6.3 100% (Final Bid Ready) Submittal	2	16	20	24		40	8	12							8	8	8	16			2	164	$25,180	$0	$7,517	$0	$32,697
6.4 Permitting and Agency Coordination		16	4	16		16								6	26					8		92	$11,590	$0	$0	$0	$11,590
6.5 Signage		2	2																			4	$860	$0	$6,536	$0	$7,396
reproduction and copies																						0	$0	$500	$150	$0	$650
Airfare																						0	$0	$1,000	$0	$0	$1,000
Lodging (per Diem $200/person/day)																						0	$0	$2,000	$450	$0	$2,450
Rental Car and Gas																						0	$0	$1,000	$0	$0	$1,000
Task 7: Supporting Biological Resources Surveys and Studies (Optional)																						0	$0	$0	$0	$0	$0
7.1 Biological Resource Survey and Report																						0	$0	$0	$0	$0	$0
7.2 Sensitive Natural Community Mapping, and Habitat Assessment																						0	$0	$0	$0	$0	$0
7.3 Biological Resources Report																						0	$0	$0	$0	$0	$0
7.2 Aquatic Resources Delineation																						*0*	$0	*$0*	*$0*	*$0*	*$0*
																						0	$0	$0	$0	$0	$0
Task 8: Project Stormwater Pollution Prevention Plan (SWPPP) [Optional]																											
8.1 SWPPP																						*0*	$0	*$0*	*$0*	*$0*	*$0*
																						0	$0	$0	$0	$0	$0
TOTAL HOURS	**22**	**176**	**136**	**208**	**40**	**204**	**50**	**60**	**30**	**14**	**12**	**60**	**48**	**32**	**62**	**46**	**56**	**82**	**12**	**16**	**22**						
SUBTOTAL FEE	**$5,610**	**$37,840**	**$29,240**	**$35,360**	**$6,800**	**$16,320**	**$9,750**	**$9,300**	**$4,650**	**$3,010**	**$3,660**	**$10,200**	**$4,800**	**$7,520**	**$14,570**	**$9,890**	**$8,680**	**$13,940**	**$1,620**	**$3,760**	**$6,050**						
0% MARKUP ON SUBS	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**						
TOTAL FEE	**$5,610**	**$37,840**	**$29,240**	**$35,360**	**$6,800**	**$16,320**	**$9,750**	**$9,300**	**$4,650**	**$3,010**	**$3,660**	**$10,200**	**$4,800**	**$7,520**	**$14,570**	**$9,890**	**$8,680**	**$13,940**	**$1,620**	**$3,760**	**$6,050**	**2642**	**$221,200**	**$10,550**	**$54,575**	**$26,166**	**$312,491**

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.

Alta Planning + Design COSTS

		Deven Young, Principal in Charge	Brian Burchfield, Project Manager	Ryan Booth, Design Associate	Carmela Sambo, Designer	Hours	Materials	Cost
		$ 232	$ 183	$ 152	$ 97			
Ukiah Great Redwood Trail								
	Project Initiation and Management	**5**	**16**	**4**	**0**	**25**		**$ 4,696**
	Project Kick Off	1	4	4		9		$ 1,572
	Ongoing Project Management	4	12			16		$ 3,124
	Preliminary (30%) Design	**2**	**12**	**20**	**48**	**82**		**$ 10,356**
		2	12	20	48	82		$ 10,356
	PS&E (60%, 90%, 100% Final)	**4**	**42**	**54**	**116**	**216**		**$ 28,074**
	60 % Plans and Estimate	1	20	22	48	91		$ 11,892
	90% Plans, Specifications and Estimate	1	12	20	40	73		$ 9,348
	100% Final Plans, Specifications and Estimate	2	10	12	28	52		$ 6,834
	Interpretive Signage	**1**	**10**	**0**	**40**	**51**		**$ 5,942**
		1	10		40	51		$ 5,942
	OPTIONAL TASK: Public Outreach							**$ -**
								$ -
	TOTAL HOURS (not including optional tasks)	**12**	**80**	**78**	**204**	**374**		**$ 49,068**
DIRECT COSTS								
ODC1	Travel Costs						$ 250	$ 250
ODC2	Per Diem (Meals & Lodging)						$ 200	$ 200
ODC7	Plotting, Printing Postage						$ 150	$ 150
ODC8								$ -
ODC9								$ -
	Estimated Salary Escalation							$ -
								$ -
	TOTAL DIRECT COSTS							**$ 600**
	TOTAL (not including optional tasks)							***$ 49,668***

Crawford & Associates, Inc.
Geotechnical Engineering, Design and Construction Services

Project Name: **Great Redwood Trail Phase 4**
Description:
County / City: *Ukiah, Mendocino County*

Proposal Date: **August 24, 2021**

GEOTECHNICAL ENGINEERING SERVICES - COST PROPOSAL

TASK	CLASSIFICATION / SERVICES	HOURS / QUANTITY	RATE	UNIT	MULT	SUBTOTAL	TOTAL
TASK No. 1 - Field Preparation and Preliminary Review							
	Principal	2	$ 215.00	Hour	1	$ 430.00	
	Senior Project Manager	2	$ 180.00	Hour	1	$ 360.00	
	Project Manager	2	$ 175.00	Hour	1	$ 350.00	
	Senior Engineer	4	$ 155.00	Hour	1	$ 620.00	
	Project Engineer II	2	$ 145.00	Hour	1	$ 290.00	
	Project Engineer I	4	$ 135.00	Hour	1	$ 540.00	
	Staff Engineer	2	$ 115.00	Hour	1	$ 230.00	
	Administrative Assistant	2	$ 90.00	Hour	1	$ 180.00	
	Mileage (Site visit, USA Marking)	20	$ 0.60	Mile	1	$ 12.00	
							$ 3,012
TASK No. 2 - Subsurface Exploration and Sampling							
	Senior Engineer	4	$ 155.00	Hour	1	$ 620.00	
	Project Engineer I	19	$ 115.00	Hour	1	$ 2,185.00	
	Per Diem (Drilling)	2	$ 150.00	Day	1	$ 300.00	
	Mileage (Drilling)	320	$ 0.60	Mile	1	$ 192.00	
	Drilling Rig	1	$ 6,000.00	Day	1.15	$ 6,900.00	
	Steel Liners (MCAL/SPT)	16	$ 8.00	Each	1	$ 128.00	
							$ 10,325
TASK No. 3 - Laboratory Testing							
	Project Engineer I	1	$ 135.00	Hour	1	$ 135.00	
	#200 Wash	2	$ 135.00	Test	1	$ 270.00	
	Grain Size Analysis to #200	2	$ 135.00	Test	1	$ 270.00	
	Moisture & Density	4	$ 60.00	Test	1	$ 240.00	
	Plasticity Index	2	$ 250.00	Test	1	$ 500.00	
	R-Value	3	$ 250.00	Test	1	$ 750.00	
	Chemical Analysis (pH, Sulfate, Chloride, Redox Potential, Sulfate Reducing Bacteria)	1	$ 310.00	Test	1	$ 310.00	
							$ 2,475
TASK No. 4 - Geotechnical Report							
	Principal	1	$ 215.00	Hour	1	$ 215.00	
	Senior Project Manager	3	$ 180.00	Hour	1	$ 540.00	
	Project Manager	1	$ 175.00	Hour	1	$ 175.00	
	Senior Engineer	6	$ 155.00	Hour	1	$ 930.00	
	Project Engineer II	24	$ 145.00	Hour	1	$ 3,480.00	
	Project Engineer I	4	$ 135.00	Hour	1	$ 540.00	
	Staff Engineer	5	$ 115.00	Hour	1	$ 575.00	
	Administrative Assistant	2	$ 90.00	Hour	1	$ 180.00	
							$ 6,635
TASK No. 5 - Consultations and Design Team Support							
	Senior Project Manager	4	$ 180.00	Hour	1	$ 720.00	
	Senior Engineer	4	$ 155.00	Hour	1	$ 620.00	
							$ 1,340
						CRAWFORD & ASSOCIATES TOTAL	**$ 23,787.00**

FY 2021 US West Region Rate Schedule

Finance Class Code		Rate
A01	Senior Technical Director 1	**$275**
A02	Senior Technical Director 2	**$255**
A03	Senior Technical Director 3	**$235**
A04	Technical Director 1	**$215**
A05	Technical Director 2	**$195**
A06	Senior Professional 1	**$170**
A07	Senior Professional 2	**$155**
A08	Professional 1	**$135**
A09	Professional 2	**$120**
A10	Professional 3	**$110**
A11	Intern	**$80**
B01	Lead Design Technician 1	**$250**
B02	Lead Design Technician 2	**$225**
B03	Lead Design Technician 3	**$205**
B04	Senior Design Technician 1	**$165**
B05	Senior Design Technician 2	**$155**
B06	Design Technician 1	**$145**
B07	Design Technician 2	**$130**
B08	Drafting/Design 1	**$120**
B09	Drafting/Design 2	**$110**
B10	Drafting/Design 3	**$100**
B11	Drafting/Design 4	**$90**
B12	Intern Drafting/Design	**$80**
C01	Business Services Manager 1	**$250**
C02	Business Services Manager 2	**$210**

Finance Class Code		Rate
C03	Senior Admin Officer 1	**$155**
C04	Senior Admin Officer 2	**$125**
C05	Admin Officer 1	**$105**
C06	Admin Officer 2	**$90**
C07	Admin Officer 3	**$75**
D01	Business Services Manager 1	**$275**
D02	Business Services Manager 2	**$255**
D03	Senior Admin Officer 1	**$215**
D04	Senior Admin Officer 2	**$170**
D05	Admin Officer 1	**$155**
D06	Admin Officer 2	**$110**
D07	Admin Officer 3	**$100**
D08	Admin Officer 4	**$90**
D09	Admin Officer 5	**$85**
D10	Admin Officer 6	**$75**
S01	Senior Construction Manager	**$250**
S02	Construction Manager	**$205**
S03	Lead Site Engineer/Supervisor	**$175**
S06	Lead Inspector	**$165**
S07	Senior Inspector	**$150**
S08	Inspector / Specialist 1	**$135**
S09	Inspector / Specialist 2	**$110**
S10	Clerk / Specialist 3	**$80**
S15	Operator/Laborer 1	**$125**
S16	Operator/Laborer 2	**$105**
S17	Operator/Laborer 3	**$95**

1 Rates are for employees of all GHD compaines.

2 All travel cost will be invoiced at coach class rates. Lodging and meal expenses will be at cost unless per diem rate is negotiatied.

3 Reimbursement for direct expenses incurred for proposed services, including sub-consultant services, will be billed at cost plus 15%

4 The cost of using equipment and specialized supplies is billed on the basis of employee hours dedicated to the projects at the following rates

a. General Associated Project Charges (APC): $6.50 / hour

b. Environmental Department/Construction Inspector: $11.50 / hour

c. Field Survey APC: $15.00 / hour

5 Reimbursement for vehicles used for proposed services will be at the federally approved mileage rates or at a negotiated monthly rate.

6 Overtime for non-exempt employees will be charged at 1.5 times the hourly billing rate.

7 If prevailing wage are applicable, the above billing rates and APC will be adjusted proportionate to the increase in labor cost

8 The Rate Schedule is subject to change annually (July 1st each year).

Alta Planning + Design, Inc.

Billing Rates - 2021

Labor Category	Rate	Typical Classifications Included in Rate
Labor Category 1a	**$335**	Senior Principal
Labor Category 1b	**$283**	Principal
Labor Category 1c	**$263**	Principal
Labor Category 2	**$232**	Principal
Labor Category 3	**$225**	Principal, Senior Associate
Labor Category 4	**$211**	Principal, Senior Associate
Labor Category 5	**$203**	Principal, Senior Associate
Labor Category 6	**$195**	Principal, Senior Associate
Labor Category 7	**$191**	Principal, Senior Associate
Labor Category 8	**$183**	Senior Associate, Associate
Labor Category 9	**$174**	Senior Associate, Associate
Labor Category 10	**$170**	Senior Associate, Associate
Labor Category 11	**$163**	Associate, Senior
Labor Category 12	**$152**	Associate, Senior
Labor Category 13	**$142**	Associate, Senior
Labor Category 14	**$130**	Senior, Level I
Labor Category 15	**$119**	Senior, Level I
Labor Category 16	**$109**	Level I, Level II
Labor Category 17	**$97**	Level I, Level II
Labor Category 18	**$82**	Administration
Labor Category 19	**$75**	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

Crawford & Associates, Inc.
Geotechnical Engineering, Design and Construction Services

Corporate Office: 1100 Corporate Drive, Suite 230, Sacramento, CA 95831 - (916) 455-4225
Modesto: 1165 Scenic Drive, Suite B, Modesto, CA 95350 - (209) 312-7668
Pleasanton: 6200 Stoneridge Mall Road, Suite 330, Pleasanton, CA 94588 - (925) 401-3515
Rocklin: 4220 Rocklin Road, Suite 1, Rocklin, CA 95677 - (916) 455-4225
Ukiah: 100 North Pine Street, Ukiah, CA 95482 - (707) 240-4400

2021 PROFESSIONAL & LAB RATES

PROFESSIONAL TITLE	RATE
Principal	$ 215.00
Senior Project Manager	$ 180.00
Project Manager	$ 175.00
Senior Geologist / Environmental	$ 155.00
Senior Engineer	$ 155.00
Project Engineer II	$ 145.00
Project Engineer I	$ 135.00
Staff Engineer	$ 115.00
Administrative Assistant	$ 90.00
Soils Technician (Prevailing Wage) **	$ 130.00
Concrete Technician (Prevailing Wage) **	$ 120.00
Laborer Technician (Prevailing Wage) **	$ 110.00

REIMBURSABLES	
Mileage	$ 0.60 / Per Mile
Outside Costs	15% Markup
Permit Fees (City/County)	15% Markup
Per Diem (Lodging & Meals)	County Rate

EXTRAS	
Rush Testing	50% Markup
(This guarantees your samples get top priority)	

CONSTRUCTION/EQUIPMENT	DETAIL	RATE
Traffic Control (Major) DBE or PW	DAY	$ 2,500.00
Traffic Control Equipment (Minor) Non-DBE	DAY	$ 700.00
Seismic Refraction (12 Channel)	DAY	$ 1,200.00
Core Machine with Generator	DAY	$ 2,500.00
Core Machine Bit	INCH	$ 3.00
Core Box	EACH	$ 17.25
Hot Mix Asphalt Patching (1st Core)	FIRST	$ 1,000.00
Hot Mix Asphalt Patching (2 or More)	EACH AFTER	$ 500.00
Wildcat DCP Equipment	DAY	$ 750.00
Wildcat DCP Tip	EACH	$ 15.00
Survey Equipment (Tripod, Level, Rod)	DAY	$ 150.00
Survey Equipment (Liquid Level)	DAY	$ 150.00
Percolation Equipment	DAY	$ 150.00
Hand Auger	DAY	$ 150.00
Backfill	BAG	$ 8.00
Steel Liners (MCAL/SPT)	EACH	$ 8.00
Nuclear Density Test	EACH	$ 6.00
CLASSIFICATION TESTING		
#200 Wash	ASTM D1140	$ 110.00
Grain Size Analysis to #200 (Sieve Analysis)	ASTM D6913	$ 150.00
Grain Size with Hydrometer	ASTM D6913, D7928	$ 240.00
Hydrometer Analysis	ASTM D7928	$ 175.00
Moisture & Density	ASTM D2216, D7263	$ 60.00
Moisture Content	ASTM D2216, CTM 226	$ 40.00
Non-Plastic Index Result	ASTM D4318	$ 125.00
Plasticity Index	ASTM D4318	$ 250.00
STRENGTH TESTING		
California Impact	CTM 216	$ 280.00
Compaction Curve (4" Mold)	ASTM D698/D1557	$ 265.00
Compaction Curve (6" Mold)	ASTM D698/D1557	$ 295.00
Compaction Curve Checkpoint (4" Mold)	ASTM D698/D1557	$ 66.00
Compaction Curve Checkpoint (6" Mold)	ASTM D698/D1557	$ 74.00
Compression (Rock)	ASTM 7012	$ 275.00
Compressive Strength of Cylinders	ASTM C39	$ 34.50
Direct Shear (CD 3pt) Peak Only	ASTM D3080	$ 500.00
Point Load (Rock)	ASTM D5731	$ 65.00
R-Value	ASTM D2844, CAL 301	$ 350.00
Triaxial Shear-UU	ASTM D2850	$ 165.00
Triaxial Staged-UU	ASTM D2850	$ 265.00
Unconfined Compression (Rock)	ASTM D7012	$ 225.00
Unconfined Compression (Soil)	ASTM D2166	$ 165.00
CONSOLIDATION & EXPANSION		
1-D Consolidation	ASTM D2435	$ 300.00
1-D Consolidation (Time Rate) / Per Point	ASTM D2435	$ 75.00
Expansion Index	ASTM D4829	$ 210.00
CHEMICAL ANALYSIS TESTING		
pH & Resistivity	CTM 643	$ 100.00
Sulfate Content	CTM 417	$ 50.00
Chloride Content	CTM 422	$ 50.00
Redox Potential and Sulfate Reducing Bacteria	ASTM D1498	$ 110.00
PAVEMENT TESTING		
Asphalt Ignition Calibration	CTM 382	$ 345.00
Grain Size Analysis	CTM 209	$ 150.00
Percent Asphalt Ignition Oven	CTM 382	$ 145.00
Sand Equivalent	CTM 217	$ 130.00
Stabilometer Value	CTM 366	$ 200.00
Theoretical Max Specific Gravity/Density	CTM 309	$ 200.00
SEISMIC ANALYSIS		
EZ Frisk Site Specific Analysis	PER PROJECT	$ 1,500.00

Rates are applicable through Dec 31, 2021. An escalation factor of 3% per year may apply for work completed after 2021.

GHD - Rail Trail Phase 4 Design 2122-118

Final Audit Report 2021-10-14

Created:	2021-10-13
By:	Kristine Lawler (klawler@cityofukiah.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAinOYm1OWYsNWJCXhIVO154N8-wNmSzj7

"GHD - Rail Trail Phase 4 Design 2122-118" History

Document created by Kristine Lawler (klawler@cityofukiah.com)
2021-10-13 - 8:08:58 PM GMT- IP address: 12.12.163.2

Document emailed to MARY HORGER (mhorger@cityofukiah.com) for approval
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Adobe Sign

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Signature Date: 2021-10-14 - 6:12:17 PM GMT - Time Source: server- IP address: 12.12.163.2

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Email viewed by Kristine Lawler (lyricalwhims@gmail.com)

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Document e-signed by Kristine Lawler (lyricalwhims@gmail.com)

Signature Date: 2021-10-14 - 6:20:22 PM GMT - Time Source: server- IP address: 12.12.163.2

Agreement completed.

2021-10-14 - 6:20:22 PM GMT

Adobe Sign

CITY OF UKIAH

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES CONTRACT 2122118
BETWEEN
GHD INC and THE CITY OF UKIAH

This Amendment No. 1, entered on March 16, 2022, revises the Agreement for Consulting Services for preparing the plans, specifications and estimate for the Great Redwood Trail Phase 4 (GRT 4) Project dated October 13, 2021 between the City of Ukiah and GHD Inc, as follows.

1. Add additional environmental studies and permitting to the Scope of Work, per attached Exhibit 1.
2. Revising the guaranteed maximum dollar amount by an additional $49,818 for professional consulting services related to the design of the GRT 4, for a revised, total contract amount not-to-exceed $362,309

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

GHD INC

BY: _____ DATE: March 25, 2022

PRINT NAME: Matthew G. Kennedy

CITY OF UKIAH

BY: _____ DATE: Apr 1, 2022
SAGE SANGIACOMO, CITY MANAGER

ATTEST

BY: Kristine Lawler
Kristine Lawler (Apr 1, 2022 09:16 PDT) DATE: Apr 1, 2022
KRISTINE LAWLER, CITY CLERK

City of Ukiah Ref: COU No. 2122118
Our ref: 12557341

February 17, 2022

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

RE: Great Redwood Trail Phase 4, Environmental Studies and Permitting

Dear Mr. Eriksen,

The City of Ukiah is currently in the planning phase to construct Phase 4 of the Great Redwood Trail. The Phase 4 Trail is approximately 1.9 miles long and may impact jurisdictional aquatic features including swales and culvert crossings.

Based on our current understanding of the project, it is assumed that permits from the California Department of Fish and Wildlife, Regional Water Quality Control Board, and United States Army Corps of Engineers may be required in order to construct the project. This scope of work is provided to prepare field work and technical studies to determine potential habitat and aquatic features, necessary permit applications, and subsequent coordination with the regulatory agencies.

Task 7A: Environmental Fieldwork and Studies

Biological Resources Memo

GHD will prepare a Biological Resources Memo to support the permit applications. The memo will summarize the potential for special status plants and wildlife, habitats, and Sensitive Natural Communities to occur within the project area. The memo will compile data found during database surveys described above as well as any available maps, databases, literature specific to local ecology, and any additional information from the client pertaining to the site shall be reviewed. Recommendations for further actions or mitigation measures to protect biological resources during project implementation will conclude the memo.

Aquatic Resources Delineation

GHD, in coordination with Jane Valerius Environmental Consulting, will conduct a delineation of potential wetlands and waters of the United States and/or State in accordance with the USACE 1987 manual, the Western Mountains, Valleys, and Coast Region Supplement, the 2020 Navigable Waters Protection Rule and the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State adopted by the State Water Resources Control Board on April 2, 2019. Field work for the delineation will be conducted on the same day as the initial habitat assessment described below.

A delineation report will be prepared that describes the findings of the delineation and can be submitted to USACE for jurisdictional determination. The report will include a delineation map, data sheets, and supplemental information to support the delineation analysis. The delineation will include all the information required by USACE and Water Board to make a formal jurisdictional determination. As part of the report, the following information is required: a locality map; USGS quad sheet or copy with the project boundary outlined; and a delineation map on an aerial or topographic base. GHD will prepare the figures to support the delineation report.

TASK 7B: Environmental Permitting

CDFW - 1602 Streambed Alteration Agreement

GHD will prepare a draft Streambed Alteration Agreement application in accordance with Fish and Wildlife Code Section 1602. CDFW requires a Streambed Alteration Agreement for projects with the potential to adversely affect existing fish or wildlife resources. The draft application will be submitted to the City for review and comment. GHD will incorporate comments received into the final application and complete the

1602 Streambed Alteration Agreement application package for online submittal to CDFW. If the City does not yet have an online Environmental Permit Information Management System (EPIMS) account, GHD will guide the County through the registration process. All application materials will be submitted to CDFW through their online EPIMS Portal and GHD will coordinate with the local agent assigned to the project. It is anticipated that this agency coordination will continue throughout the permitting process.

RWQCB - 401 Water Quality Certification

GHD will prepare a draft CWA Section 401 Permit (Water Quality Certification) application pursuant to the requirements of the North Coast RWQCB for projects that may impact Waters of the State. The draft permit application will be submitted to the City for review and comment. Following incorporation of all comments by the City, the application package will be submitted to the North Coast RWQCB. GHD will coordinate closely with the RWQCB regional office throughout the permitting submittal process.

USACE - 404 Nationwide Permit

GHD will prepare a CWA Section 404 Nationwide permit application to be submitted to the USACE as required for projects with the potential to impact federal Waters. A draft CWA 404 NWP permit application will be prepared pursuant to the requirements for a Section 404 Army Permit (33 CFR Part 323). It is anticipated that NWP 14, for linear transportation, will best apply to the project; however, that will be confirmed with USACE staff once the project is initiated during pre-application coordination with the agency. Following incorporation of comments by the City, GHD will revise the draft application into a final submittal package.

TASK 7 DELIVERABLES

- Draft and Final Wetland Delineation (Electronic Format)
- Draft and Final Biological Resources Memo (Electronic Format)
- Draft and Final Permit Applications (Electronic Format)

GENERAL ASSUMPTIONS/EXCLUDED SERVICES

This proposal is based on the following assumptions. Additional budget may be required for services beyond the estimated level of effort in this proposal:

- The City shall pay all permitting fees.
- Formal Section 7 Consultation will not be required.
- All impacts along the alignment would be addressed in one application package to each agency.
- A 404 (b) (1) alternatives analysis will not be required.
- A formal revegetation plan or mitigation plan will not be required.

FEE ESTIMATE

The estimated fee for professional services is $49,818. See attachment for breakdown of the estimated fee.

The field work is scheduled for tomorrow February 18, 2022. GHD will follow up with a schedule on the studies and permitting (if required) once field work is completed. Please forward the amendment to Patrick Tortora and we will have signed and executed.

If you have any questions or comments regarding this proposal, please feel free to call me at 503-505-0117.

Sincerely,
GHD Inc.

Patrick Tortora

Patrick Tortora, PE
Project Manager

Cc: Kristine Gaspar, Matt Kennedy, PE, Principal
Attachment: Fee Estimate

PROJECT ESTIMATING SHEET

PROJECT NAME: Great Redwood Trail Phse 4 Project - Environmental Studies and Permitting
Date: 2/17/2022

	GHD									Subconsultants			
	Principal	Project Engineer	Environmental Lead	CADD	Env. Planner / Biologist	GIS/Graphics	**Hours**	**Indirect Costs**	**Fee**	**Valerius**	**Markup 10%**	**Sub Total or Expense**	**Total Fee**
Task 7 Environmental Support	$250	$215	$225	$155	$160	$120							
Task 7a - Environmental Fieldwork and Studies													
Prep and Field Work	1	2	4		16	8	31		$5,100			**$600**	$5,700
Biological Resources Memo			4		40	4	48		$7,780				$7,780
Wetland Delineation			4		4	6	14		$2,260	**$3,225**	$323	**$3,548**	$5,808
Task 7a Subtotal Hours	**1**	**2**	**12**	**0**	**60**	**18**	**93**						
Task 7a Subtotal Fee	**$ 250**	**$430**	**$2,700**	**$0**	**$9,600**	**$2,160**		**$0**	**$15,140**				**$19,288**
Task 7b - Environmental Permitting													
CDFW Streambed Alteration Agreement	1	4	6	4	48	2	65		$11,000				$11,000
RWQCB 401 Certification	1	4	6	4	48	2	65		$11,000				$11,000
USACE 404 Nationwide Permit	1	2	4	2	40	2	51		$8,530				$8,530
Task 7b Subtotal Hours	**3**	**10**	**16**	**10**	**136**	**6**	**181**						
Task 7b Subtotal Fee	**$ 750**	**$2,150**	**$3,600**	**$1,550**	**$21,760**	**$720**		**$0**	**$30,530**				**$30,530**
TOTAL HOURS TASK 7	**4**	**12**	**28**	**10**	**196**	**24**	**274**						
TOTAL FEE TASK 7									**$45,670**				**$49,818**

CITY OF UKIAH

AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES CONTRACT 2122118
BETWEEN
GHD INC and THE CITY OF UKIAH

This Amendment No. 1, entered on January 19, 2023, revises the Agreement for Consulting Services for preparing the plans, specifications and estimate for the Great Redwood Trail Phase 4 (GRT 4) Project dated October 13, 2021 between the City of Ukiah and GHD Inc, as follows.

1. Add additional environmental studies and permitting to the Scope of Work, per attached Exhibit 1.
2. Revising the guaranteed maximum dollar amount by an additional $61,958.00 for professional consulting services related to the design of the GRT 4, for a revised, total contract amount not-to-exceed $424,267.00

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

GHD INC

BY: _____ DATE: January 20, 2023

PRINT NAME: Matthew G. Kennedy, PE

CITY OF UKIAH

BY: _____ DATE: Jan 27, 2023
SAGE SANGIACOMO, CITY MANAGER

ATTEST

BY: Kristine Lawler
Kristine Lawler (Jan 27, 2023 08:51 PST) DATE: Jan 27, 2023
KRISTINE LAWLER, CITY CLERK

City of Ukiah Ref: COU No. 2122118
Our ref: 12557341

November 7, 2022

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

RE: Great Redwood Trail Phase 4: Amendment No. 2 for Additional Design and Environmental Services

Dear Mr. Eriksen:

This letter proposal is submitted based on our additional efforts to complete the project and address changes to the design which resulted from the alignment of the trail shifting from being located along the centerline of the tracks as originally proposed to being offset to the east of the tracks. The decision to shift the alignment to the east side of the tracks was based on the City's concern should railbanking not be approved by the California Utilities Commission (CUC).

The result of shifting the trail to the east of the tracks introduced a number of additional design and environmental requirements. These issues are generally related to grading, drainage, structural, tree removal and wetlands. These issues are interwoven with the environmental and resource agency permitting. Addressing environmental and resource agency permitting was added to the project by Amendment No. 1, but coordination efforts and requirements from the resource agencies have been greater than anticipated.

Below is a summary of the tasks and efforts we have that are in addition to the original approach, scope of work and the amendment for environmental and permitting:

1. Bridge and Abutment Designs: The Scope of Work assumed the existing bridges and foundations could be reused with minor modifications for the trail, such as replacing the decks.
    - Shifting the trail to the east of the tracks meant designing two new bridges, including efforts to coordinate the bridge foundations and related grading with existing nearby utilities.
2. Retaining Wall Designs: The Scope of Work assumed no new retaining walls would be required since the alignment was to be on the track alignment.
    - Shifting the trail to the east of the tracks meant designing cast-in-place concrete and mechanically stabilized earth (MSE) retaining walls as part of the trail cut/fill grading.
3. Parking Lot Design at the Animal Shelter. Design "off-site improvements" would not have been needed if the trail alignment was along the rail alignment.
    - Shifting the trail to the east of the tracks impacted the parking lot at the animal shelter on Plant Road. The design includes demolition of the existing parking lot, and new paving and parking layout to accommodate the trail to the east of the tracks.
4. Impact analysis for moving the trail back on the rail
    - We did an analysis and cost estimate for this scenario, but it was abandoned and we returned to the current alignment
5. Earthwork and Grading Design: Design of grading, cuts and fills was expected to be minimal with the trail alignment along the tracks. Some minor fill was expected to address the proposed width of the trail and shoulders.
    - Shifting the trail east of the tracks resulted in significant additional design efforts related to grading, trail profile, trail alignment, and earth retaining systems (previously summarized). This effort included:
        - Design of trail alignment offset from track centerline.
        - Design of new cuts and fills for a smooth trail profile.

        - Designing to minimize/balance the earthwork (cuts and fills).
        - Designing to avoid mapped wetlands (to the extent possible/practical)

6. Additional Environmental and Permitting:
    - Amendment 1 assumed no field review meetings with resource agencies would be needed. We attempted to consolidate these to one site visit for both RWQCB and CDFW, but it didn't work with the agencies' schedules. To date we have coordinated and attended two field meetings for wetlands with the RWQCB and CDFW. Additional coordination efforts and confirmation of mitigation is still expected. It's possible that USACE may also ask for a site visit.
    - In February 2022, when Amendment 1 for environmental support was submitted to the City, a federal district court had in the fall of 2021 rescinded the Trump-era Pre-filing Rule for Water Quality Certifications with the Regional Board. In April 2022, after the Amendment was approved, the Supreme Court struck down the District Courts ruling thus re-instating the Pre-filing Rule. GHD's scope of work did not include support for the Pre-filing process which we are currently navigating with the RWQCB.
7. Wetland Mitigation Design: Wetlands will be impacted by the trail alignment east of the tracks, and design of wetland mitigation measures was not included in the original Scope of Work or Amendment 1.
    - We assumed mitigation in the form of enhancement and restoration would suffice. While proposed enhancement and restoration has been deemed acceptable for the fill impacts to Waters, the RWQCB has requested creation of new wetland areas for the impacts to existing wetlands.
    - GHD prepared wetland mitigation design along the west side of the rail, including new wetland grading, detailing, specifying seed mix, etc.
    - The culvert extensions have triggered more detailed permit review by the CDFW, resulting in more coordination and design efforts.
8. Tree Impacts: Few to no impacts to existing trees were expected when the trail was on the rail alignment.
    - Moving the trail alignment east of the tracks required that additional detailing in accounting of tree impacts and protection measures and reflecting them on the plans.
9. Base and Alternate Bids: Development of base and additive/deductive bid alternates was not included in the Scope of Work. Shifting the trail alignment east of the tracks has increased the cost of the project.
    - The City requested GHD formulate the bid to specify a base bid from Commerce Drive south to Norgard Lane, and an additive bid alternate from Norgard Lane south to Plant Road. The segment of trail south of Plant Road was removed from the project due to cost. This effort included creating a base and additive bid alternate schedule and adding notes and callouts to the plans to indicate the limit of base and alternate bid item work.
10. Landscape Redesign: Alta Planning + Design needed to redesign areas of landscaping to address waters mitigation requirements that were discovered after the jurisdictional delineation effort associated with Amendment 1. Planting locations and species choices had to be adjusted to balance both the needs of the grant as well as waters enhancement mitigation.
11. Revise Permit Applications: The initial draft applications included the original 1.9-mile trail segment. This was later revised after the portion of the project south of Plant Road was removed. GHD went back through the applications to remove references to that portion of the proposed trail south of Plant Road.

The design is essentially complete, pending any comments from the City. Work remaining to finalize the bid package includes additional resource agency coordination and permitting, bridge and culvert hydraulic analysis and finalizing the design, finalizing the base and alternate bid items, and finalizing the technical specifications, bid schedules and bid package. Per City direction, this amendment request does not include the additional hydraulics analysis required for the bridge design due to the 100-yr floodplain. If the bid alternate is awarded to the Contractor GHD will need additional approval from the City to proceed with the hydraulic analysis prior to construction.

FEE ESTIMATE

The Amendment 2 budget is attached, which covers our current budget overrun of approximately $52,000, and finalize the design for bidding. GHD proposes a time-and-materials fee not to exceed $61,958 without written authorization from the City. See attachment for breakdown of the estimated fee. We appreciate the City's consideration of this proposal and are very motivated to complete the design so the City can prepare the project for bid advertisement. Please don't hesitate to contact me if you have any questions.

Sincerely,
GHD Inc.

Erik Fanselau

Erik Fanselau, PE
Project Manager

Cc: Kristine Gaspar, Matt Kennedy, PE, Principal
Attachment: Fee Estimate

Attachments:

1. GHD Amendment 2 Fee Proposal

GHD - PROJECT FEE ESTIMATING SHEET

Project Name: Great Redwood Trail Phase 4: Amendment 2

Client: City of Ukiah

Prepared by: Matt Kennedy

Date: November 7, 2022

Job Number: 12557341

		LABOR COSTS													FEE COMPUTATION		
Task / Item	**LABOR CATEGORY >** / **RATE >**	**Proj. Prncpl $315 /Hr**	**Proj. Mngr. $235 /Hr**	**Civil Eng. $195 /Hr**	**H/H Eng. $195 /Hr**	**Struct. Eng. $190 /Hr**	**PW Field Survey $225 /Hr**	**Surveyor $195 /Hr**	**Env Scientist $235 /Hr**	**Staff Env $158 /Hr**	**CAD Designer $195 /Hr**	**WP $135 /Hr**	**PA $135 /Hr**	**TOTAL HOURS**	***OTHER DIRECT COSTS**	**Sub-con-sultant(s)**	**TOTAL FEE**
AMENDMENT 2 TASKS																	
1. Bridge and Abutment Design		1		4		50					8			63	$409.50		$12,564.50
2. Retaining Wall Design		1		4		50					8			63	$409.50		$12,564.50
3. Parking Lot Design				6							16			22	$143.00		$4,433.00
4. Impact Analysis - Trail Alignment Shift			2	4										6	$39.00		$1,289.00
5. Earthwork and Grading Design		1		20							20			41	$266.50		$8,381.50
6. Additional Environmental & Permitting									32	32				64	$416.00		$12,992.00
7. Wetland Mitigation Design				8					2		6			16	$104.00		$3,304.00
8. Tree Impacts				2					2		2			6	$39.00		$1,289.00
9. Bid Alternate		1	2	2							1			6	$39.00		$1,409.00
10. Landscape Redsign									4					4	$26.00		$966.00
11. Revise Permit Applications									6	8				14	$91.00		$2,765.00
SUBTOTAL AMENDMENT 2 TASKS		**4**	**4**	**50**	**0**	**100**	**0**	**0**	**46**	**40**	**61**	**0**	**0**	**305**	**$1,982.50**	**$0.00**	**$61,957.50**
PROJECT TOTALS		**4**	**4**	**50**	**0**	**100**	**0**	**0**	**46**	**40**	**61**	**0**	**0**	**305**	**$1,982.50**	**$0.00**	**$61,957.50**

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

City of Ukiah Ref: COU No. 2122118
Our ref: 12557341

March 27, 2024

Andrew Stricklin
Project Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

RE: Great Redwood Trail Phase 4: Amendment No. 3 for Additional Design and Environmental Services

Dear Mr. Stricklin:

This amendment proposal is submitted based on our additional efforts to complete the project and address changes to the design after our 100% design submittal in September 2022. Based on our recent discussions, it appears that due to unforeseen circumstances the project may be terminated without going to construction. We have exceeded our original budget but had refrained from submitting an amendment request due to feedback from the City that a significant redesign of the project to move the trail back on to the track alignment may occur which would have required an amendment. GHD is still prepared to support the City with this project if it moves forward for design revisions or construction.

Below is a summary of the tasks and efforts we have incurred in addition to the original contract Scope of Work and the previous amendment request:

1. Project Management

Additional project management support was provided for the tasks listed below. This included ongoing coordination and communication as well as project budget management and invoicing.
Cost: **$1,581.60**
Approximate Hours: 7.4 hours
Rate: $215/hr

2. Civil Design Changes:

This work primarily consists of the labor to revise the Plans, Specifications, and Estimate to add the irrigation water storage tanks along the trail requested by the City. This also included research to find a suitable tank solution for the project and structural design coordination for the tank placement.

Cost: **$3,734.80**
Approximate Hours: 20 hours
Rate: $215-$155/hr

3. Additional Environmental Coordination and Permitting:

Additional work was required at the request of the permitting agencies: USACE, CDFW, and RWQCB. GHD attended three additional field meetings with permitting agency staff as part of the permit review process. This effort was not anticipated based on our prior experience with these same agencies on similar projects. In addition, several updates to the permit packages were made when the agencies did not agree with the proposed mitigation strategy, resulting in unexpected changes in design and subsequent resubmittals to the permitting agencies. This included revisions to the civil grading design in the wetland impacted areas because the agencies chose to use a more conservative interpretation of the wetland criteria. Grading was changed to maintain a specific area to encourage ponding and wetland generation to mitigate impacts. At the City's request, we also investigated a potential spring located along the trail alignment.

Cost: **$7826.86**
Approximate Hours: 41 hours
Rate: $215-$120/hr

4. Electrical Coordination

This work primarily consisted of the coordination, initiated by PG&E, after the 100% submittal regarding the service application for the street light service at Norgard Lane. This included a site visit and additional application coordination.
Cost: **$816.25**
Approximate Hours: 5.75 hours
Rate: $155-$80/hr

5. Project Redesign Cost Estimate

At the City's request, in February 2023, GHD prepared a rough cost estimate to determine what the approximate redesign cost would be to shift the trail alignment back on to the track.
Cost: **$1720.00**
Approximate Hours: 8 hours
Rate: $215/hr

Total Fee Requested: $15,679.51

We welcome the opportunity to continue supporting the City on this important project. Please let me know if you have any questions regarding our request.

Sincerely,

Erik Fanselau

Erik Fanselau, PE, CFM, LEED AP
Project Manager

City of Ukiah Ref: COU No. 2122118
Our ref: 12557341

April 26, 2024

Andrew Stricklin
Project Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

RE: Great Redwood Trail Phase 4: Amendment No. 4 for Additional Environmental Services During Construction

Dear Mr. Stricklin:

This amendment proposal is submitted based on your request to provide environmental support for the construction phase of the project. Below is a summary of the additional pre-construction, construction and post-construction period tasks and efforts requested by the City:

1. Project Management

Additional project management support will be required for the tasks listed below. This includes ongoing coordination and communication as well as project budget management and invoicing.

Cost: **$2096.00**
Approximate Hours: 8 hours

2. Pre-construction Bird Nesting Surveys

If vegetation removal (e.g., clearing and grubbing) or other project-related activities must occur during the nesting season (typically March 1 to August 31), a qualified Biologist will need to survey for active bird nests within seven (7) days prior to the beginning of project-related activities. If needed, surveys will begin in the early morning and continue until vegetation, nesting behavior, and nests have been sufficiently observed. A report of the survey will be submitted to CDFW by email within three (3) business days of survey completion. The report will include:

- Description of the area surveyed;
- Time and date of surveys;
- Ambient conditions;
- Species observed;
- Active nests observed, if any, and evidence of breeding behaviors (e.g., courtship, carrying nesting material or food, etc.); and
- Description of any outstanding conditions that may have impacted survey results (e.g., weather conditions, excess noise, predators present, etc.).

If an active nest is found, avoidance measures will be provided to the City and its Contractor. If a lapse in project-related work of seven (7) days or longer occurs, the survey is required to be repeated before project work can resume.

Task 2 Assumptions and Exclusions

- There will be no lapse in construction (more than 7 days), necessitating new surveys be complete.
- No nests will be found requiring long-term monitoring. If nests are found, it is assumed the areas can be avoided until the nesting season has ended.

- If active nests are found that require monitoring, an amendment can be provided to the City.
- GHD will receive notification within a minimum of 15 working days of the start of construction, to therefore schedule the requisite survey within 7 days of the start of construction.

Cost: **$6946.72**
Approximate Hours: 30 hours

3. Relocate Stranded Aquatic Life (Water D5)

A GHD biologist will relocate, if necessary, any stranded aquatic life at Water D5 where water diversion/dewatering is anticipated. All other stream and culvert crossings are assumed to be done when the channel is dry. A GHD biologist will remove and relocate all aquatic lifeforms encountered in isolated portions of Water D5 to the greatest extent practicable prior to dewatering and all reasonable efforts will be made to capture and move any remaining stranded aquatic lifeforms observed in the dewatered area. Capture methods may include hand nets, dip nets, buckets, seins, and/or by hand. Captured aquatic life will be released immediately in the closest suitable aquatic habitat adjacent to the work site. Information will be prepared detailing species that were stranded and relocated within the Project Inspection Report that is to be prepared for the stream crossings.

Task 3 Assumptions and Exclusions

- Dewatering and diversion activities will occur once and thus require only one site visit. Any relocation of stranded aquatic life can occur within the same site visit.
- Only Waters D4 will require clearing. All other culvert extension and stream crossings will occur when flow is non-existent.
- GHD will receive notification within a minimum of 10 working days of the dewatering activity.

Cost: **$4248.72**
Approximate Hours: 18 hours

4. Pre/Post Construction Wetland Mapping

GHD will confirm the extent of wetlands on the east side of the tracks (previously mapped), south of Water D3, and will add the wetlands west of the track to our existing wetland site conditions mapping. Wetlands on the east side will be filled as part of construction and wetlands on both sides are to be enlarged and restored (debris, barrier removal on the west side). Therefore, post constructing mapping will be conducted to set a baseline for the subsequent monitoring required by the agencies.

Task 4 Assumptions and Exclusions

- Post-construction wetlands will conform to plans.
- GHD will receive notification within a minimum of 15 working days of the start of construction.

Cost: **$10,252.94**
Approximate Hours: 47 hours

5. Pre/Post Construction Permit Paperwork

US Army Corps (NWP 14), North Coast Regional Water Quality Control Board (401 Water Certification), and CDFW (Streambed Alteration Agreement), all have requirements for filing notification before and after construction. This task includes:

- Upload Project information to EcoAtlas using Project Tracker Form. Required information includes a Project map and Mitigation Monitoring Reports (see Task 5) (per 401 Water Cert).
- Notice of Work Initiation (per SAA)
- Project Inspection Report, including photos and aquatic species relocation information (per SAA)
- Notice of Completed Work with Supplemental photos (per SAA).
- Notification of Project Completion (per 401 Water Cert)
- Certification of Compliance for Nationwide Permit (per NWP 14)

Cost: **$9551.50**
Approximate Hours: 43 hours

6. <u>Meetings, Contractor RFIs, and Scheduling</u>

GHD has included attendance at up to 8 City/Contractor Team meetings and up to 20 hours to respond to Contract RFIs related to environmental questions. This task also includes time for scheduling site visits and coordinating with the City and Contractor on the above tasks.

<u>Task 6 Assumptions and Exclusions</u>

- Construction will last no more than 6 months.
- GHD will not be required to attend any more than 8 City-Contractor meetings.
- Environmental related RFIs will not take any more than 20 hours to respond.

Cost: **$14,860.00**
Approximate Hours: 64 hours

Total Time-and-Materials Fee Requested: $47,955.88

We welcome the opportunity to continue supporting the City on this important project. Please let me know if you have any questions regarding our proposal.

Sincerely,

Erik Fanselau

Erik Fanselau, PE, CFM, LEED AP
Project Manager

Agenda Item No: 13.e.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-194

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Receive Report of Contract for Five Year Environmental Monitoring Services by GHD Engineers for the Great Redwood Trail, in the Amount of $35,173.50, and Approve a Corresponding Budget Amendment

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. 5 Year Monitoring Proposal

Summary: The City Council will receive a report of contract with GHD Inc for environmental monitoring services for the Great Redwood Trail Phase 4,and consider approving a corresponding budget amendment.

Background: Like with previous phases of the Great Redwood Trail, Phase 4 will require extensive environmental and wildlife monitoring services as part of the permitting process with state agencies. Such services include notification of project initiation and completion, biological surveys, annual mitigation reports etc. The need for these services is dependent on the approval of the award for bid to Granite Construction and continued construction of the Great Redwood Trail.

Discussion: The mitigation and monitoring reports will be prepared and submitted annually for five years following the mitigation implementation report. The report will include the riparian trees planted and the temporarily impacted wetland areas. Each report will include a list of all plantings, prior year's monitoring report, monitoring methods, data, photographs and recommendations for adaptive measures.

This additional environmental monitoring cost is not planned to be reimbursed through the Urban Greening Grant, which is funding the majority of the design and construction costs related to Phase 4 of the Great Redwood Trail. Staff is requesting a budget amendment in the amount of $19,616 from the general fund to supplement the existing engineering contracted services budget to acquire GHD Inc. for their environmental monitoring services for 5 years in the total amount not to exceed $35,173.50. Please see Attachment 1 for a proposal for their services.

Recommended Action: Receive report of contract and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: YES

CURRENT BUDGET AMOUNT: 10024210.52100.18253: $15,558

PROPOSED BUDGET AMOUNT: 10024210.52100.18253: $19,616

FINANCING SOURCE: General Fund Reserves

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

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

DIVERSITY-EQUITY INITIATIVES (DEI): Goal 5 – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI): 2b – Encourage active transportation as a viable alternative to automobiles. 2d – Continue to expand the Great Redwood Trail – Ukiah. 4a – Implement nature-based climate solutions. 7a – Expand sustainable water practices. 10a – Protect from dangerous emission by preventing fires.

GENERAL PLAN ELEMENTS (GP):

Approved: _____
Sage Sangiacomo, City Manager

April 26, 2024

Andrew Stricklin
Project Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

RE: Great Redwood Trail Phase 4: Wetland and Tree Mitigation and Monitoring

Dear Mr. Stricklin:

This proposal is submitted based on your request to provide environmental support for the construction phase of the project. Below is a summary of the additional pre-construction, construction and post-construction period tasks and efforts requested by the City:

1. Project Management

Additional project management support will be required for the task listed below. This includes ongoing coordination and communication as well as project budget management and invoicing.

Cost: **$1471.00**
Approximate Hours: 6 hours

2. Wetland and Tree Mitigation and Monitoring (5 years)

Mitigation and monitoring reports will be prepared and submitted annually for five years following mitigation implementation (Report). The Report will include the riparian trees to planted at Water D1 and Water D5 and the temporarily impacted wetlands and mitigation wetlands in the vicinity of Water D3. The wetland areas are anticipated to meet success criteria in 1 to 2 years. The trees, however, will require monitoring for 5 years. Annual reports will be submitted to the Regional Water Board by January 31 of each year following construction. Reports shall include:

- Year 1 report will include as-built plans for all plantings;
- Prior year monitoring results.
- Maintenance activities performed;
- Monitoring methods;
- Monitoring data summarized;
- Time-series photographs;
- Annual performance and whether success criteria are met;
- Recommendations for adaptive measures.

Task 2 Assumptions and Exclusions

- Wetland restoration areas will meet success criteria within 2 years.
- City is responsible for watering, maintaining, and replanting trees and shrubs.
- Monitoring will only be necessary once per year and will cease after 5 years.

- Tree survival will meet the success criteria established in the permits. If any trees are required to be replanted, the monitoring timeframe is re-set to start over at 5 years.

Cost: **$33,702.50**
Approximate Hours: 163 hours

Total Time-and-Materials Fee Requested: $35,173.50

We welcome the opportunity to continue supporting the City on this important project. Please let me know if you have any questions regarding our proposal.

Sincerely,

Erik Fanselau

Erik Fanselau, PE, CFM, LEED AP
Project Manager

Agenda Item No: 14.a.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-161

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approval of Plans and Specifications for the Riverside Park Regeneration Project, Specification 24-05, and Direct Staff to Advertise Bids.

DEPARTMENT: Community Services **PREPARED BY:** Neil Davis, Community Services Director

PRESENTER: Neil Davis, Community Services Director.

ATTACHMENTS:

1. 2024 Riverside Park Plans
2. Tech Specs
3. Riverside Park Regeneration_DRAFT Special Provisions 2024-05-08

Summary: Council will review and approve plans and specifications for the Riverside Park Regeneration Project, and consider directing Staff to advertise for bids.

Background: The City of Ukiah's Riverside Park is located at the end of Gobbi Street along the Russian River. The 36-acre park is currently home to a gravel parking lot, Little League fields (installed in ~1984), the Rusty Bowl BMX track, and a 1.6 mile trail system. Prior to its designation and incremental development as a park, the site was home to a shooting range, a wastewater treatment plant (demolished in 1958), and was used as a dumping ground for detritus including asphalt and concrete, as well as street sweepings.

The Little League field and BMX track are on the north end of the park. Trails are located on the southern end of the park that wind among and over old depressions that for many years were used to dump and cover asphalt and concrete detritus.

In June of 2008 the California Natural Resources Agency awarded the City $810,000 for an initial phase of site restoration. The first phase of the restoration focused on the area closest to the river and removed detritus and non-native plants in the immediate riparian zone. Irrigation and native plants were added, along with trail improvements, including the creation of an ADA trail that allows trail users to proceed from the parking lot past the BMX track to the trail system. These improvements have been well received by the community and the location is already a popular destination for dog walkers and nature lovers.

In 2020, the City received an additional grant of $1,113,700 for a second phase of restoration and park improvements, entitled the Riverside Park Regeneration Project. Melton Design Group was contracted to prepare plans for the project and to prepare appropriate environmental documents as needed.

The current grant funded project will focus on the central area of the Park and will 1) remove asphalt and concrete detritus, 2) regrade the area to a more natural contour with low-lying areas, 3) improve the habitat created by the low-lying areas by mimicking wetlands, 4) replant with native plants, and 5) make trail improvements. CEQA documentation was completed in March of 2023.

Discussion: Melton design group has now completed the 100% plans for the project (Attachment 1). Bidding documents including Technical Specifications (Attachment 2), and Special Provisions (Attachment 3). All plans have been reviewed by both Public Works and the Purchasing Department. Detritus removal and reshaping of the contours should begin in the early summer to allow for irrigation installation and planting to be completed

in the fall and winter. Grant requirements necessitate completing the project by March 1st of 2025.

The engineer has estimated the cost of this project at $794,629. The existing budget, as approved in the 5-year Capital Improvement Plan, is $760,728. Upon a detailed review of available grant funds, it was found that $832,005 can be allocated from these sources. The budget will be adjusted to reflect this during the approval of the bid award. Staff seeks Council's approval of 1) Attachment 1 - Plans and Specifications; and 2) direction to open bidding on the project.

Recommended Action: Approve the Plans and Specifications for the Riverside Park Regeneration Project, Specification 24-05, and Direct Staff to Advertise Bids.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 30522250.80220.18014: $760,728

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: California Natural Resources Agency Grant

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Mary Horger, Financial Services Manager; Myles Fisette, Purchasing Manager; Tim Eriksen, Public Works Director

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): **4b** – Maintain wild lands.

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

Approved: Sage Sangiacomo, City Manager

Attachment 1

PROJECT PLANS FOR THE CONSTRUCTION OF:

RIVERSIDE PARK REGENERATION

1281 E. GOBBI STREET
UKIAH, CA 95482

PREPARED FOR:

City of Ukiah

CITY OF UKIAH
300 SEMINARY AVENUE
UKIAH, CA 95482

PREPARED BY:

MELTON DESIGN GROUP

CHICO
820 BROADWAY ST.
CHICO, CA 95928
(530) 899-1616

SACRAMENTO
1930 G STREET
SACRAMENTO, CA 95811
(916) 754-2153

SHEET INDEX

SHEET	TITLE
L0.0	TITLE SHEET
L0.1	PROJECT CHECKLIST
L0.2	EROSION CONTROL PLAN
L0.3	EROSION CONTROL DETAILS
L1.0	EXISTING CONDITIONS, SITE ACCESS, AND DEMOLITION
L1.1	GRADING PLAN
L1.2	GRADING SECTIONS
L1.3	GRADING SECTIONS
L1.4	GRADING SECTIONS
L-2.0	CONSTRUCTION PLAN AND DETAILS
L-3.0	PLANTING PLAN
L-3.1	PLANTING DETAILS
L-4.0	IRRIGATION PLAN
L-4.1	IRRIGATION DETAILS

GENERAL CONSTRUCTION NOTE:

CONSTRUCTION UNDER THIS CONTRACT SHALL COMPLY WITH THE LATEST CALIFORNIA BUILDING CODE (CBC), CALIFORNIA MECHANICAL CODE (CMC), CALIFORNIA PLUMBING CODE (CPC), CALIFORNIA ELECTRICAL CODE (CEC), AND THE 2016 CALIFORNIA ENERGY STANDARDS AS AMENDED BY THE STATE OF CALIFORNIA AND THE LOCAL JURISDICTION.

PREPARED BY OR UNDER THE SUPERVISION OF:

DATE

GREG MELTON
RLA No. 4217

ACCEPTED BY:

DATE

CITY REPRESENTATIVE NAME
REPRESENTATIVE TITLE

NOTE TO CONTRACTOR:

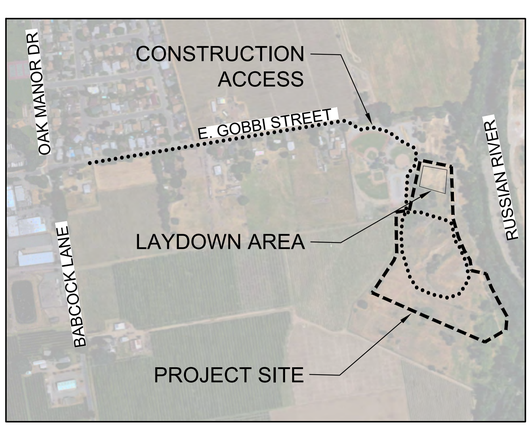
PLAN LAYOUT POINTS TO BE PROVIDED TO CONTRACTOR FOR USE BY CONTRACTOR TO STAKE OUT SITE ELEMENTS

KEY MAP OF MENDOCINO COUNTY

NORTH

SCALE: NTS

PROJECT SITE



NORTH

SCALE: NTS

CALL BEFORE YOU DIG

CITY OF UKIAH PUBLIC WORKS
Call:
707-463-6280

UNDERGROUND SERVICE ALERT
of Northern California
Call: TOLL FREE
1-800-227-2600

TWO WORKING DAYS BEFORE YOU DIG

MELTON DESIGN GROUP INC
820 BROADWAY ST.
CHICO, CA 95928
(530) 899-1616
meltondg.com

LICENSE

REGISTERED LANDSCAPE ARCHITECT
GREG MELTON #4217
EXP. 11-24
STATE OF CALIFORNIA

CONSULTANT

CLIENT

CITY OF UKIAH

PROJECT

RIVERSIDE PARK REGENERATION

SHEET TITLE

TITLE SHEET

DATES

NO.	DESCRIPTION	DATE
1.	30% CD's	03-29-2022
2.	90% CD's	08-18-2023
3.	100% CD's	04-19-2024
4.	--	--
5.	--	--
6.	--	--
7.	--	--
8.	--	--

PROJECT NUMBERS

MELTON DESIGN GROUP: 2369

SHEET NUMBER

L0.0

SHEET 1 OF 14

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FILE NAME: G:\MDG\2300-2399\2369 Riverside Park Regeneration - Ukiah\2369 CAD\2369 CDs\SHEETS\2369-L0.0-TITLE.dwg

PLOT DATE: April 16, 2024 - 10:05 AM

TREE PROTECTION NOTES

1. PRIOR TO ANY GROUND DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRUBBING, SCRAPING, OR GRADING, THE SUPERVISING CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION (PRE-GROUND DISTURBANCE) SITE MEETING WITH THE LANDSCAPE ARCHITECT, CITY OF UKIAH, AND THE SUPERVISING CONTRACTOR. THE PURPOSE OF THE PRE-CONSTRUCTION SITE MEETING IS TO VERIFY THAT TREE PROTECTION FENCING IS IN PLACE AND TO INSURE THAT ALL PARTIES ARE FAMILIAR WITH THE NATURE OF THE WORK INVOLVED.
2. PRIOR TO ANY GROUND DISTURBING ACTIVITIES, AND PRIOR TO THE SUPERVISING CONTRACTOR'S MAKING THE ARRANGEMENTS FOR THE PRE-CONSTRUCTION SITE MEETING, A TEMPORARY CONSTRUCTION FENCE SHALL BE INSTALLED AS INDICATED ON PLANS. THE FENCE SHALL BE 4' MINIMUM HEIGHT, ORANGE POLYETHYLENE FENCING AS MANUFACTURED BY GEOTENAX CORP. (800-356-8495), OR EQUAL. INSTALL WITH METAL 'T' STAKES (TO EXTEND TO 4 FOOT MINIMUM HEIGHT ABOVE FINISH GRADE). FENCING SHALL BE SUBSTANTIAL ENOUGH TO RESTRICT ACTIVITY TO OUTSIDE THE AREA AND SHALL BE INSTALLED PRIOR TO ANY GRADING OR OTHER CONSTRUCTION ACTIVITY. DURING CONSTRUCTION, MAINTENANCE SHALL BE PERFORMED SO THAT THE FENCE REMAINS IN GOOD REPAIR. REMOVAL OF THE FENCE SHALL ONLY OCCUR TO ALLOW REQUIRED CONSTRUCTION WITHIN THE AREA OR TO COMPLETE SITE LANDSCAPING. MINIMIZE DAMAGE TO TREE LIMBS, CROWN, CANOPY, AND TRUNK OF TREES TO REMAIN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT THE TREE FROM EXCESS FILL AND/OR THE REMOVAL OF EXCESS SOIL FROM THE TREE ROOT ZONE. THE TREE ROOT ZONE IS A PROJECTED RADIUS ON THE GROUND FORMED BY THE OUTERMOST EDGE OF THE TREE CANOPY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO MINIMIZE COMPACTION OF THE SOIL WITHIN THE TREE ROOT ZONES OF ALL TREES TO REMAIN.
5. WHEN EXISTING TREE ROOTS ARE ENCOUNTERED DURING THE COURSE OF TRENCHING, THE CONTRACTOR SHALL PREVENT THE TREE ROOTS FROM DESICCATION (DRYING OUT), BY APPLICATION OF A SEALING AGENT AND BY MINIMIZING THE AMOUNT OF TIME THAT TREE ROOTS ARE EXPOSED. TREE ROOTS SHALL ONLY BE EXPOSED WHEN TEMPERATURES ARE ANTICIPATED TO BE ABOVE FORTY DEGREES FAHRENHEIT AND BELOW 90 DEGREES FAHRENHEIT AND SHALL NOT REMAIN EXPOSED LONGER THAN 12 HOURS. IN THE EVENT THAT TRENCHES WITHIN TREE ROOT ZONES CANNOT BE BACKFILLED WITHIN 12 HOURS, THE CONTRACTOR SHALL COVER EXPOSED ROOTS WITH BURLAP AND MAINTAIN MOISTURE BY APPLICATION OF WATER TO MOISTEN BURLAP UNTIL TRENCHES CAN BE BACKFILLED.
6. UNDERGROUND FACILITIES AND TRENCHES, (e.g., UTILITY SERVICES, SANITARY SEWER, OR STORM DRAINAGE LINES) SHALL BE CONSOLIDATED, TO THE EXTENT FEASIBLE, AND LOCATED TO MINIMIZE IMPACTS UPON TREE ROOT SYSTEMS. ANY TRENCHING OR UNDERGROUND WORK SHOULD BE LOCATED OUTSIDE OF THE TREE DRIPLINE TO THE FULLEST EXTENT FEASIBLE. ANY TRENCHING REQUIRED WITHIN THE TREE DRIPLINE SHALL BE AS FAR FROM THE TREE TRUNK AS POSSIBLE AND SHALL BE EXCAVATED BY HAND OR 'AIR SPADE' OR PNEUMATIC EXCAVATOR TO MINIMIZE IMPACT ON ROOTS.
7. ROOTS 3/4 IN. OR GREATER IN SIZE ENCOUNTERED DURING TRENCHING SHALL BE CLEANLY HAND PRUNED AND TREATED WITH A SEALING AGENT TO REDUCE LOSS OF MOISTURE TO THE TREE. ROOTS GREATER THAN 1-1/2 IN. SHALL BE PRESERVED AND PROTECTED. CARE SHALL BE TAKEN TO MINIMIZE ABRASIONS TO ROOT BARK.
8. CONSTRUCTION VEHICLES, EQUIPMENT, OR MATERIALS (INCLUDING, BUT NOT LIMITED TO JOB SHACKS, PORTABLE TOILETS, AND CLEANOUT FACILITIES) SHALL NOT BE PARKED OR STORED WITHIN THE FENCED AREA. NO STAGING OR STORAGE AREA FOR CONSTRUCTION SHALL BE LOCATED CLOSER THAN 20 FEET TO THE DRIPLINE OF ANY TREE TO BE PROTECTED.
9. ALL CONSTRUCTION WASTES, INCLUDING BUT NOT LIMITED TO BUILDING MATERIAL DEBRIS, ROOFING MATERIALS, CLEANING OF CEMENT TRUCKS, CHEMICALS/ADHESIVES/SOLVENTS, ETC., SHALL BE STORED OR DISPOSED OF NO CLOSER THAN 20 FEET FROM ANY TREE DRIPLINE.
10. EXISTING TREES TO BE RETAINED AND PROTECTED AS INDICATED ON THE DEMOLITION AND/ OR CONSTRUCTION PLANS.

PROJECT CONSTRUCTION APPROVAL CHECKLIST

CHECK BOX	DESCRIPTION	OWNER REP. INITIALS	GC INITIALS	DATE
☐	PRE-CONSTRUCTION MEETING WITH PROJECT SCHEDULE			
☐	MATERIAL SUBMITTAL PACKAGE (DIGITAL COPY INITIAL- UPON APPROVAL, PROVIDE APPROVED HARD COPIES : 2 COPIES TO CLIENT, 1 COPY TO CLIENT IF APPLICABLE)			
☐	AFTER MASS GRADING THE CONTRACTOR SHALL OBTAIN A SOILS REPORT. SUBMIT TO CLIENT REPRESENTATIVE.			
☐	ROUGH GRADING INSPECTION			
☐	DEROCKING 12" DEEP, REMOVING ALL ROCKS, ROOTS, AND FOREIGN MATERIAL LARGER THAN 1"			
☐	12" RIPPING			
☐	SOIL AMENDMENTS AND TILL INTO TOP 6" - VERIFY AMENDMENT QUANTITIES AND SOIL AMENDMENTS WORKED INTO 6" PRIOR TO FINAL GRADING			
☐	FINAL GRADE INSPECTION AND ACCEPTANCE			
☐	FERTILIZER/ AMENDMENT TAGS. CONTRACTOR IS TO SUBMIT TAGS OF FERTILIZER(S) AND AMENDMENTS TO OWNER'S REPRESENTATIVE FOR VERIFICATION ON QUANTITIES.			
☐	MAINLINE PRESSURE TEST & TRENCH OBSERVATION. CONTRACTOR TO CONTACT OWNER'S REPRESENTATIVE FOR OBSERVATION PRIOR TO BACK FILL.			
☐	IRRIGATION OPERATION, COVERAGE TEST, LOCATION AND ELEVATION OF ALL MAINLINE TRACKING TAPE, AND IRRIGATION AUDIT (PRIOR TO PLANTING AND INSTALLATION OF MULCH OR SURFACE MATERIAL FOR DRIP SYSTEMS. FOR SPRAY SYSTEMS: AUDIT TO OCCUR PRIOR TO PLANTING.) FINAL APPROVAL OF IRRIGATION			
☐	INITIAL ENTRY INTO MAINTENANCE PERIOD. CONTRACTOR TO CONTACT OWNER'S REPRESENTATIVE FOR OBSERVATION.			
☐	PUNCHLIST FOLLOWUP OBSERVATION FOR ENTRY INTO MAINTENANCE PERIOD. CONTRACTOR TO CONTACT OWNER'S REPRESENTATIVE FOR VERIFICATION OF PUNCHLIST ITEMS			
☐	MAINTENANCE PERIOD PER SPECIFICATIONS START DATE:_____ PROJECTED FINISH DATE:_____			
☐	AS-BUILTS (HARD COPY AND DIGITAL). CONTRACTOR TO SUBMIT TO OWNER'S REPRESENTATIVE AND COORDINATE WITH LANDSCAPE ARCHITECT FOR AS-BUILT APPROVAL.			
☐	CLOSEOUT SUBMITTALS PER SPECIFICATIONS.			
☐	FINAL OBSERVATION. CONTRACTOR TO CONTACT OWNER'S REPRESENTATIVE FOR OBSERVATION.			
☐	CERTIFICATIONS OF COMPLETION. CONTRACTOR IS RESPONSIBLE TO SUBMIT COMPLETED CERTIFICATES OF COMPLETION FROM PROJECT APPLICANT AND LANDSCAPE ARCHITECT TO OWNER.			
☐	NOTIFICATION OF MAINTENANCE PERIOD ENDING TO OWNER.			
☐	1 YEAR ACCEPTANCE OF PLANT WARRANTY PERIOD. DATE TO BE 1 YEAR AFTER APPROVAL OF 90-DAY MAINTENANCE PERIOD:____			

NOTE:

- THIS LIST OF REQUIRED SUBMITTALS AND INSPECTIONS IS FOR REFERENCE PURPOSES ONLY. SEE BOOK FORM SPECIFICATIONS AND DETAILS FOR COMPLETE SUBMITTAL AND INSPECTION REQUIREMENTS.
- PLEASE PROVIDE A MINIMUM OF 2 WORKING DAYS NOTICE FOR ALL OBSERVATIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ALL SUBMITTALS AND INSPECTIONS ARE COMPLETED AS SPECIFIED IN THE CONTRACT DOCUMENTS.
- CONTRACTOR TO CONTACT OWNER'S REPRESENTATIVE FOR OBSERVATION.

LANDSCAPE DOCUMENTATION PACKAGE (LDP) CHECKLIST (DESIGN)

CHECK BOX	DESCRIPTION
☐	DATE:_____
☐	PROJECT APPLICANT: (CONTRACTOR) _____
☐	PROJECT ADDRESS: 1281 E GOBBI ST, UKIAH, CA 95482 MENDOCINO COUNTY APN: 1800101000
☐	TOTAL LANDSCAPE AREA (IN SQUARE FEET): 272,400 SF
☐	PROJECT TYPE (CONSTRUCTION OF SEASONAL WETLANDS)
☐	WATER SUPPLY TYPE AND NAME OF LOCAL WATER PURVEYOR: CONTACT SITE OWNER-CITY OF UKIAH DEPT. OF COMMUNITY SERVICES
☐	CHECKLIST OF ALL DOCUMENTS IN THE LDP
☐	CONTACT INFORMATION FOR THE APPLICANT AND PROPERTY OWNER: APPLICANT (CONTRACTOR): PROPERTY OWNER: CITY OF UKIAH, 300 SEMINARY AVENUE, UKIAH, CA 95482
☐	"I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AND SUBMIT A COMPLETE LANDSCAPE DOCUMENTATION PACKAGE." _____ APPLICANT SIGNATURE (CONTRACTOR)
☐	WATER EFFICIENT LANDSCAPE WORKSHEET INCLUDING: 1) HYDROZONE INFORMATION TABLE 2) WATER BUDGET CALCULATIONS INCLUDING: a. MAX APPLIED WATER ALLOWANCE (MAWA) INCLUDING WATER FEATURES b. ESTIMATED TOTAL WATER USE (ETWU)
☐	SOILS MANAGEMENT REPORT: TO BE PROVIDED BY CONTRACTOR
☐	CONSTRUCTION DESIGN PLAN: SHEET L-2.0
☐	LANDSCAPE DESIGN PLAN: SHEET L-3.0 - L3.1
☐	IRRIGATION DESIGN PLAN: SHEET L-4.0 - L4.1
☐	GRADING DESIGN PLAN: L1.1 - L1.4

SOIL REPORT NOTE

THE PROJECT LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR OBTAINING SOILS ANALYSIS OF SITE SOIL FROM AN ANALYTICAL LABORATORY AND AMENDING THE SOIL AS PER THE RECOMMENDATIONS FOR LANDSCAPES STATED IN RATES OF COMMONLY AVAILABLE AMENDMENTS (CUBIC YARDS OR WEIGHT PER 1,000 SF). RECOMMENDATIONS PENDING LABORATORY ANALYSIS.

CALL BEFORE YOU DIG

CITY OF UKIAH PUBLIC WORKS
Call:
707-463-6280

UNDERGROUND SERVICE ALERT
of Northern California
Call: TOLL FREE
1-800-227-2600

TWO WORKING DAYS BEFORE YOU DIG

MDG MELTON DESIGN GROUP INC

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REGISTERED LANDSCAPE ARCHITECT
GREG MELTON #4372
EXP. 11-24
STATE OF CALIFORNIA

CONSULTANT

CLIENT

CITY OF UKIAH

PROJECT

RIVERSIDE PARK REGENERATION

SHEET TITLE

TITLE SHEET

DATES

NO.	DESCRIPTION	DATE
1.	30% CD's	03-29-2022
2.	90% CD's	08-18-2023
3.	100% CD's	04-19-2024
4.	--	--
5.	--	--
6.	--	--
7.	--	--
8.	--	--

PROJECT NUMBERS

MELTON DESIGN GROUP: 2369

SHEET NUMBER

L0.1

SHEET 2 OF 14

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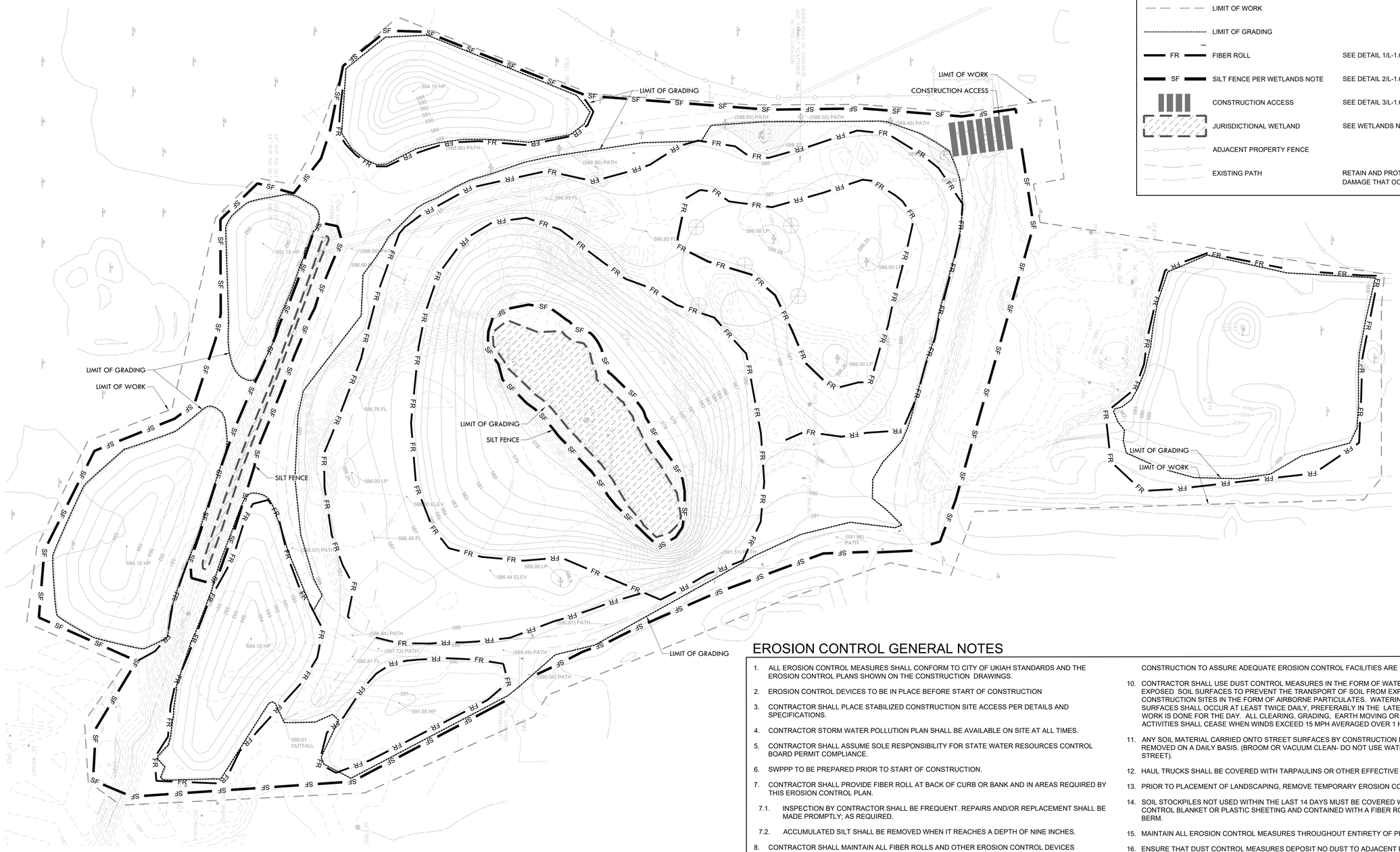
FILE NAME: G:\MDG\2300-2399\2369 Riverside Park Regeneration - Ukiah\2369 CAD\2369 CDs\SHEETS\2369-L0.0-TITL.dwg
PLOT DATE: April 16, 2024 - 10:05 AM



SYMBOL LEGEND

SYMBOL	DESCRIPTION	DESCRIPTION
	LIMIT OF WORK	
	LIMIT OF GRADING	
FR	FIBER ROLL	SEE DETAIL 1/L-1.6
SF	SILT FENCE PER WETLANDS NOTE	SEE DETAIL 2/L-1.6
	CONSTRUCTION ACCESS	SEE DETAIL 3/L-1.6
	JURISDICTIONAL WETLAND	SEE WETLANDS NOTE
	ADJACENT PROPERTY FENCE	
	EXISTING PATH	RETAIN AND PROTECT. REPAIR ANY DAMAGE THAT OCCURS.

EROSION CONTROL GENERAL NOTES

1. ALL EROSION CONTROL MEASURES SHALL CONFORM TO CITY OF UKIAH STANDARDS AND THE EROSION CONTROL PLANS SHOWN ON THE CONSTRUCTION DRAWINGS.
2. EROSION CONTROL DEVICES TO BE IN PLACE BEFORE START OF CONSTRUCTION
3. CONTRACTOR SHALL PLACE STABILIZED CONSTRUCTION SITE ACCESS PER DETAILS AND SPECIFICATIONS.
4. CONTRACTOR STORM WATER POLLUTION PLAN SHALL BE AVAILABLE ON SITE AT ALL TIMES.
5. CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR STATE WATER RESOURCES CONTROL BOARD PERMIT COMPLIANCE.
6. SWPPP TO BE PREPARED PRIOR TO START OF CONSTRUCTION.
7. CONTRACTOR SHALL PROVIDE FIBER ROLL AT BACK OF CURB OR BANK AND IN AREAS REQUIRED BY THIS EROSION CONTROL PLAN.
   - 7.1. INSPECTION BY CONTRACTOR SHALL BE FREQUENT. REPAIRS AND/OR REPLACEMENT SHALL BE MADE PROMPTLY; AS REQUIRED.
   - 7.2. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF NINE INCHES.
8. CONTRACTOR SHALL MAINTAIN ALL FIBER ROLLS AND OTHER EROSION CONTROL DEVICES THROUGHOUT CONSTRUCTION. SILT BUILDUP IN SILTING BASIN AREA SHALL BE REMOVED AS NECESSARY. REMOVE ALL STORM WATER POLLUTION PREVENTION DEVICES AT THE END OF CONSTRUCTION.
9. INTERIM EROSION CONTROL MEASURES MAY BE NEEDED AND SHALL BE INSTALLED DURING CONSTRUCTION TO ASSURE ADEQUATE EROSION CONTROL FACILITIES ARE IN PLACE AT ALL TIMES.
10. CONTRACTOR SHALL USE DUST CONTROL MEASURES IN THE FORM OF WATER APPLICATION TO ALL EXPOSED SOIL SURFACES TO PREVENT THE TRANSPORT OF SOIL FROM EXPOSED SURFACES ON CONSTRUCTION SITES IN THE FORM OF AIRBORNE PARTICULATES. WATERING OF EXPOSED SOIL SURFACES SHALL OCCUR AT LEAST TWICE DAILY, PREFERABLY IN THE LATE MORNING AND AFTER WORK IS DONE FOR THE DAY. ALL CLEARING, GRADING, EARTH MOVING OR EXCAVATION ACTIVITIES SHALL CEASE WHEN WINDS EXCEED 15 MPH AVERAGED OVER 1 HOUR.
11. ANY SOIL MATERIAL CARRIED ONTO STREET SURFACES BY CONSTRUCTION EQUIPMENT SHALL BE REMOVED ON A DAILY BASIS. (BROOM OR VACUUM CLEAN- DO NOT USE WATER TO WASH THE STREET).
12. HAUL TRUCKS SHALL BE COVERED WITH TARPAULINS OR OTHER EFFECTIVE COVERS AT ALL TIMES.
13. PRIOR TO PLACEMENT OF LANDSCAPING, REMOVE TEMPORARY EROSION CONTROL MEASURES.
14. SOIL STOCKPILES NOT USED WITHIN THE LAST 14 DAYS MUST BE COVERED WITH AN EROSION CONTROL BLANKET OR PLASTIC SHEETING AND CONTAINED WITH A FIBER ROLL OR GRAVEL BAG BERM.
15. MAINTAIN ALL EROSION CONTROL MEASURES THROUGHOUT ENTIRETY OF PROJECT DURATION.
16. ENSURE THAT DUST CONTROL MEASURES DEPOSIT NO DUST TO ADJACENT PROPERTY BY NECESSARY MEASURES INCLUDING WATER APPLICATION, DUST CONTROL BARRIERS AND FENCING, AND COVERING DUST PRODUCING AREAS AND ACTIVITIES. STORAGE OF SOIL AND AND OTHER PARTICULATE MATERIAL MUST BE MAINTAINED AND REPLACED IF NECESSARY TO ENSURE ADJACENT PROPERTY RECEIVES NO DUST OR POWDER DEPOSIT FROM CONSTRUCTION MATERIALS AND EXECUTION.

JURISDICTIONAL WETLANDS NOTE

1. RETAIN AND PROTECT JURISDICTIONAL WETLAND. STAKE LIMITS FOR REVIEW AND APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION. MAINTAIN MINIMUM 10' SETBACK WITH SILT FENCE AND FIBER ROLL.
2. SILT FENCE AND FIBER ROLL TO BE MAINTAINED THROUGHOUT DURATION OF PROJECT.

CONSTRUCTION ACCESS NOTE

1. CONSTRUCTION ENTRY, TRACK OUT, AND CONCRETE WASHOUT AREA LOCATIONS TO BE LOCATED AT NORTHWEST CORNER OF SITE.
2. SEE DETAIL 3/L1.1 FOR CONSTRUCTION SITE ACCESS DETAIL.
3. SEE DETAIL 4/L1.1 FOR CONCRETE WASHOUT DETAIL.

EXISTING CONDITIONS NOTE

1. CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT AND RETAIN EXISTING GRAVEL PATHS, HARDSCAPE, ASPHALT PATHS, LANDSCAPING, IRRIGATION, ETC. THAT ARE NOT DESIGNATED FOR DEMOLITION OR MODIFICATION.
2. CONTRACTOR SHALL COVER EXISTING ASPHALT PATHS, ROADWAYS, CURBS, MOW CURBS AND OTHER ELEMENTS TO PROTECT FROM DAMAGE DURING CONSTRUCTION.
3. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR AND/OR REPLACE ALL DAMAGED SURFACES, AMENITIES, HARDSCAPES, LANDSCAPE, IRRIGATION, ETC. DUE TO HIS/HER ACTIVITY OR NEGLECT AND AS APPROVED BY THE CITY.

NORTH

0 40 80

SCALE: 1" = 40'

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EXP. 11-24
STATE OF CALIFORNIA

CONSULTANT

CLIENT

CITY OF UKIAH

PROJECT

RIVERSIDE PARK REGENERATION

SHEET TITLE

EROSION CONTROL PLAN

DATES

NO.	DESCRIPTION	DATE
1.	30% CD's	03-29-2022
2.	90% CD's	08-18-2023
3.	100% CD's	04-19-2024
4.	--	--
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PROJECT NUMBERS

MELTON DESIGN GROUP: 2369

SHEET NUMBER

L0.2

SHEET 8 OF 14

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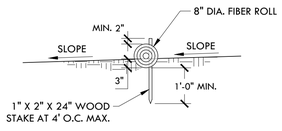
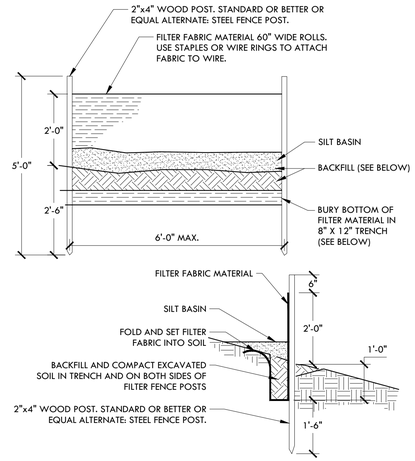
PLOT DATE: April 16, 2024 - 10:06 AM



FIBER ROLL

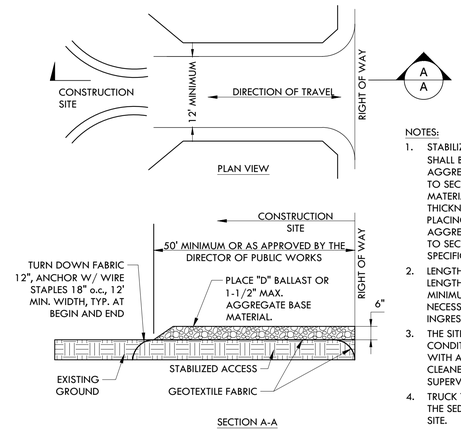
1 L1.6 FIBER ROLL LAYOUT

N.T.S.



2 L1.6 SILT FENCE

N.T.S.



NOTES:

1. STABILIZED CONSTRUCTION SITE ACCESS SHALL BE CONSTRUCTED OF 1-1/2" MAXIMUM AGGREGATE BASE MATERIAL CONFORMING TO SECTION 26 OF STATE SPECIFICATIONS. MATERIAL SHALL BE PLACED TO A MINIMUM THICKNESS OF SIX INCHES. THE METHOD OF PLACING, SPREADING AND COMPACTING AGGREGATE BASE MATERIAL SHALL CONFORM TO SECTION 26 OF THE STATE SPECIFICATIONS.
2. LENGTH OF SITE ACCESS SHALL BE A MINIMUM LENGTH OF FIFTY FEET. WIDTH SHALL BE A MINIMUM OF TWENTY FEET, OR GREATER AS NECESSARY TO COVER ALL VEHICULAR INGRESS AND EGRESS.
3. THE SITE ACCESS SHALL BE KEPT IN GOOD CONDITION BY OCCASIONAL TOP DRESSING WITH AGGREGATE BASE MATERIAL OR CLEANED AS DIRECTED BY THE PROJECT SUPERVISOR.
4. TRUCK TIRES SHALL BE WASHED DOWN AND THE SEDIMENT CONTAINED ON THE PROJECT SITE.

3 L1.6 TEMPORARY CONSTRUCTION SITE ACCESS

N.T.S.

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CLIENT

CITY OF UKIAH

PROJECT

RIVERSIDE PARK REGENERATION

SHEET TITLE

EROSION CONTROL DETAILS

DATES

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1.	30% CD's	03-29-2022
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PROJECT NUMBERS

MELTON DESIGN GROUP: 2369

SHEET NUMBER

L0.3

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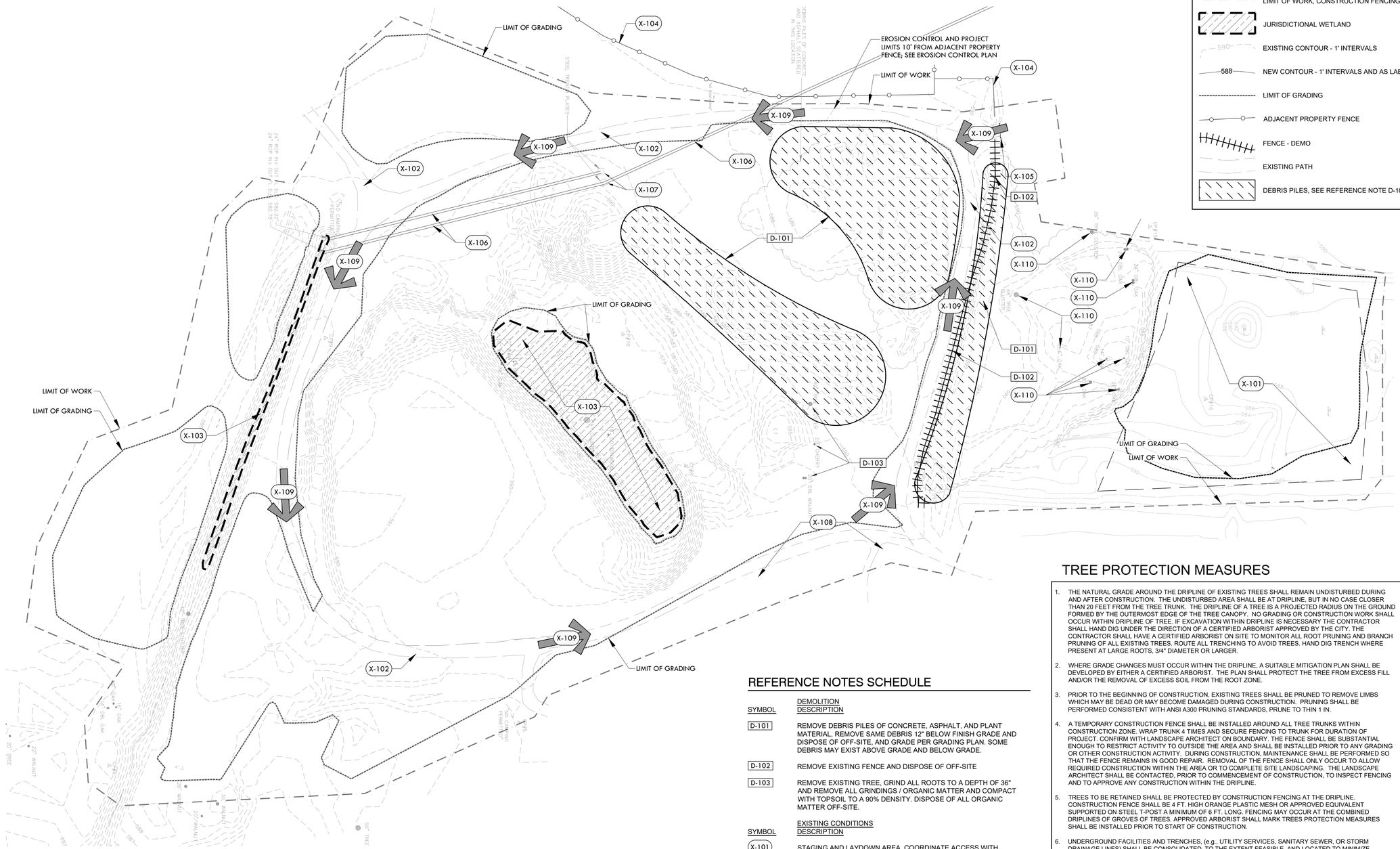
PLOT DATE: April 16, 2024 - 10:06 AM



SYMBOL LEGEND

SYMBOL	DESCRIPTION
	LIMIT OF WORK, CONSTRUCTION FENCING
	JURISDICTIONAL WETLAND
590	EXISTING CONTOUR - 1' INTERVALS
588	NEW CONTOUR - 1' INTERVALS AND AS LABELED
	LIMIT OF GRADING
	ADJACENT PROPERTY FENCE
	FENCE - DEMO
	EXISTING PATH
	DEBRIS PILES, SEE REFERENCE NOTE D-101

TREE PROTECTION MEASURES

1. THE NATURAL GRADE AROUND THE DRIPLINE OF EXISTING TREES SHALL REMAIN UNDISTURBED DURING AND AFTER CONSTRUCTION. THE UNDISTURBED AREA SHALL BE AT DRIPLINE, BUT IN NO CASE CLOSER THAN 20 FEET FROM THE TREE TRUNK. THE DRIPLINE OF A TREE IS A PROJECTED RADIUS ON THE GROUND FORMED BY THE OUTERMOST EDGE OF THE TREE CANOPY. NO GRADING OR CONSTRUCTION WORK SHALL OCCUR WITHIN DRIPLINE OF TREE. IF EXCAVATION WITHIN DRIPLINE IS NECESSARY THE CONTRACTOR SHALL HAND DIG UNDER THE DIRECTION OF A CERTIFIED ARBORIST APPROVED BY THE CITY. THE CONTRACTOR SHALL HAVE A CERTIFIED ARBORIST ON SITE TO MONITOR ALL ROOT PRUNING AND BRANCH PRUNING OF ALL EXISTING TREES. ROUTE ALL TRENCHING TO AVOID TREES. HAND DIG TRENCH WHERE PRESENT AT LARGE ROOTS, 3/4" DIAMETER OR LARGER.
2. WHERE GRADE CHANGES MUST OCCUR WITHIN THE DRIPLINE, A SUITABLE MITIGATION PLAN SHALL BE DEVELOPED BY EITHER A CERTIFIED ARBORIST. THE PLAN SHALL PROTECT THE TREE FROM EXCESS FILL AND/OR THE REMOVAL OF EXCESS SOIL FROM THE ROOT ZONE.
3. PRIOR TO THE BEGINNING OF CONSTRUCTION, EXISTING TREES SHALL BE PRUNED TO REMOVE LIMBS WHICH MAY BE DEAD OR MAY BECOME DAMAGED DURING CONSTRUCTION. PRUNING SHALL BE PERFORMED CONSISTENT WITH ANSI A300 PRUNING STANDARDS, PRUNE TO THIN 1 IN.
4. A TEMPORARY CONSTRUCTION FENCE SHALL BE INSTALLED AROUND ALL TREE TRUNKS WITHIN CONSTRUCTION ZONE. WRAP TRUNK 4 TIMES AND SECURE FENCING TO TRUNK FOR DURATION OF PROJECT. CONFIRM WITH LANDSCAPE ARCHITECT ON BOUNDARY. THE FENCE SHALL BE SUBSTANTIAL ENOUGH TO RESTRICT ACTIVITY TO OUTSIDE THE AREA AND SHALL BE INSTALLED PRIOR TO ANY GRADING OR OTHER CONSTRUCTION ACTIVITY. DURING CONSTRUCTION, MAINTENANCE SHALL BE PERFORMED SO THAT THE FENCE REMAINS IN GOOD REPAIR. REMOVAL OF THE FENCE SHALL ONLY OCCUR TO ALLOW REQUIRED CONSTRUCTION WITHIN THE AREA OR TO COMPLETE SITE LANDSCAPING. THE LANDSCAPE ARCHITECT SHALL BE CONTACTED, PRIOR TO COMMENCEMENT OF CONSTRUCTION, TO INSPECT FENCING AND TO APPROVE ANY CONSTRUCTION WITHIN THE DRIPLINE.
5. TREES TO BE RETAINED SHALL BE PROTECTED BY CONSTRUCTION FENCING AT THE DRIPLINE. CONSTRUCTION FENCE SHALL BE 4 FT. HIGH ORANGE PLASTIC MESH OR APPROVED EQUIVALENT SUPPORTED ON STEEL T-POST A MINIMUM OF 6 FT. LONG. FENCING MAY OCCUR AT THE COMBINED DRIPLINES OF GROVES OF TREES. APPROVED ARBORIST SHALL MARK TREES PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO START OF CONSTRUCTION.
6. UNDERGROUND FACILITIES AND TRENCHES, (e.g., UTILITY SERVICES, SANITARY SEWER, OR STORM DRAINAGE LINES) SHALL BE CONSOLIDATED, TO THE EXTENT FEASIBLE, AND LOCATED TO MINIMIZE IMPACTS UPON TREE ROOT SYSTEMS. ANY TRENCHING OR UNDERGROUND WORK SHOULD BE LOCATED OUTSIDE OF THE TREE DRIPLINE. ANY TRENCHING REQUIRED WITHIN THE TREE DRIPLINE SHALL BE AS FAR FROM THE TREE TRUNK AS POSSIBLE AND SHALL BE EXCAVATED BY HAND TO MINIMIZE IMPACT ON ROOTS. ALL TRENCHING WITHIN THE DRIPLINE SHALL BE SUPERVISED BY A CERTIFIED ARBORIST.
7. ROOTS 3/4 IN. OR GREATER IN SIZE ENCOUNTERED DURING TRENCHING SHALL BE CLEANLY CUT AND TREATED WITH A SEALING AGENT TO REDUCE LOSS OF MOISTURE TO THE TREE. ROOTS GREATER THAN 1-1/2 IN. SHALL BE PRESERVED AND PROTECTED AT THE DIRECTION OF A CERTIFIED ARBORIST.
8. CONSTRUCTION VEHICLES, EQUIPMENT, OR MATERIALS SHALL NOT BE PARKED OR STORED WITHIN THE FENCED AREA. NO STAGING OR STORAGE AREA FOR CONSTRUCTION SHALL BE LOCATED CLOSER THAN 50 FEET TO THE DRIPLINE OF ANY TREE TO BE PROTECTED.
9. ALL CONSTRUCTION WASTES, INCLUDING BUT NOT LIMITED TO BUILDING MATERIAL DEBRIS, ROOFING MATERIALS, CLEANING OF CEMENT TRUCKS, CHEMICALS/ADHESIVES/SOLVENTS, ETC., SHALL BE STORED NO CLOSER THAN 50 FEET FROM ANY TREE DRIPLINE.

REFERENCE NOTES SCHEDULE

SYMBOL	DEMOLITION DESCRIPTION
D-101	REMOVE DEBRIS PILES OF CONCRETE, ASPHALT, AND PLANT MATERIAL, REMOVE SAME DEBRIS 12" BELOW FINISH GRADE AND DISPOSE OF OFF-SITE, AND GRADE PER GRADING PLAN. SOME DEBRIS MAY EXIST ABOVE GRADE AND BELOW GRADE.
D-102	REMOVE EXISTING FENCE AND DISPOSE OF OFF-SITE
D-103	REMOVE EXISTING TREE, GRIND ALL ROOTS TO A DEPTH OF 36" AND REMOVE ALL GRINDINGS / ORGANIC MATTER AND COMPACT WITH TOPSOIL TO A 90% DENSITY. DISPOSE OF ALL ORGANIC MATTER OFF-SITE.

SYMBOL	EXISTING CONDITIONS DESCRIPTION
X-101	STAGING AND LAYDOWN AREA. COORDINATE ACCESS WITH OWNER.
X-102	RETAIN AND PROTECT GRAVEL TRAIL SURFACE.
X-103	RETAIN AND PROTECT JURISDICTIONAL WETLAND. STAKE LIMITS FOR REVIEW AND APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION. SEE ALSO JURISDICTIONAL WETLAND NOTES ON SHEET L1.0.
X-104	RETAIN AND PROTECT EXISTING FENCE
X-105	RETAIN AND PROTECT EXISTING GATE
X-106	RETAIN AND PROTECT BURIED STORM DRAIN.
X-107	RETAIN AND PROTECT STEEL PLATES.
X-108	RETAIN AND PROTECT PLANTING AT EAST OF SITE.
X-109	VEHICULAR ACCESS ROUTE ON EXISTING GRAVEL TRAIL. ENSURE THAT SITE RECEIVES MINIMAL TRAFFIC THROUGHOUT DURATION OF PROJECT. SEE DEMOLITION NOTES #5 REGARDING REPAIRING DAMAGE.
X-110	RETAIN AND PROTECT EXISTING TREE

EXISTING CONDITIONS NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT AND RETAIN EXISTING HARDSCAPE, ASPHALT PATHS, LANDSCAPING, IRRIGATION, ETC. THAT ARE NOT DESIGNATED FOR DEMOLITION OR MODIFICATION.
2. CONTRACTOR SHALL PROTECT EXISTING ASPHALT PATHS, ROADWAYS, CURBS, MOW CURBS AND OTHER ELEMENTS FROM DAMAGE DURING CONSTRUCTION.
3. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR AND/OR REPLACE ALL DAMAGED SURFACES, AMENITIES, HARDSCAPES, LANDSCAPE, IRRIGATION, ETC. DUE TO HIS/HER ACTIVITY OR NEGLECT AND AS APPROVED BY THE DISTRICT.

CONSTRUCTION ACCESS NOTES

1. CONSTRUCTION ENTRY, TRACK OUT, AND CONCRETE WASHOUT AREA LOCATIONS TO BE LOCATED AT NORTHERN CORNER OF SITE. SEE SITE ACCESS, DEMOLITION, AND EXISTING CONDITIONS PLAN.
2. SEE DETAIL 3/L1.1 FOR CONSTRUCTION SITE ACCESS DETAIL.

DEMOLITION NOTES

1. CONFIRM ALL LOCATIONS OF EXISTING UTILITIES WITHIN PROJECT SITE PRIOR TO DEMOLITION AND EXCAVATION. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION AND REPAIR OF DAMAGE TO ALL EXISTING UTILITIES DESIGNATED TO REMAIN. CALL ALL APPLICABLE AGENCIES AND USA, (800) 642-2444. THE LANDSCAPE ARCHITECT CANNOT BE RESPONSIBLE FOR THE COMPLETENESS OR ACCURACY OF THIS INFORMATION. PROVISION OF TENTATIVE UTILITY LOCATION DOES NOT IN ANY WAY RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO CONTACT USA AND APPLICABLE AGENCIES AND CONDUCT FIELD DISCOVERY TO VERIFY EXISTING CONDITIONS.
2. CONTRACTOR SHALL OBSERVE ALL SAFETY REGULATIONS PERTAINING TO THIS PROJECT.
3. ANY CHANGES SHALL BE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION.
4. ALL VEGETATION AND OTHER UNSUITABLE MATERIAL IN AREAS OF FOUNDATIONS, CONCRETE SLABS, AND DECOMPOSED GRANITE SHALL BE REMOVED FROM CONSTRUCTION AREA AND DISPOSED OF OFF-SITE.
5. CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING HARDSCAPE, AGGREGATE SURFACES AND LANDSCAPES (INCLUDING TREES), UNLESS CALLED OUT FOR DEMOLITION ON THIS SHEET, FROM DAMAGE DURING THE COURSE OF CONSTRUCTION. CONTRACTOR SHALL REPLACE OR REPAIR ANY DAMAGE TO HARDSCAPES, AGGREGATES AND LANDSCAPES RESULTING FROM CONSTRUCTION ACTIVITIES AT CONTRACTOR'S EXPENSE.
6. REFER TO BOOK FORM SPECIFICATIONS FOR ADDITIONAL INFORMATION.

NORTH

0 40 80

SCALE: 1" = 40'

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STATE OF CALIFORNIA

CONSULTANT

CLIENT

CITY OF UKIAH

PROJECT

RIVERSIDE PARK REGENERATION

SHEET TITLE

EXISTING CONDITIONS, SITE ACCESS, AND DEMOLITION

DATES

NO.	DESCRIPTION	DATE
1.	30% CD's	03-29-2022
2.	90% CD's	08-18-2023
3.	100% CD's	04-19-2024
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PROJECT NUMBERS

MELTON DESIGN GROUP: 2369

SHEET NUMBER

L1.0

SHEET 3 OF 14

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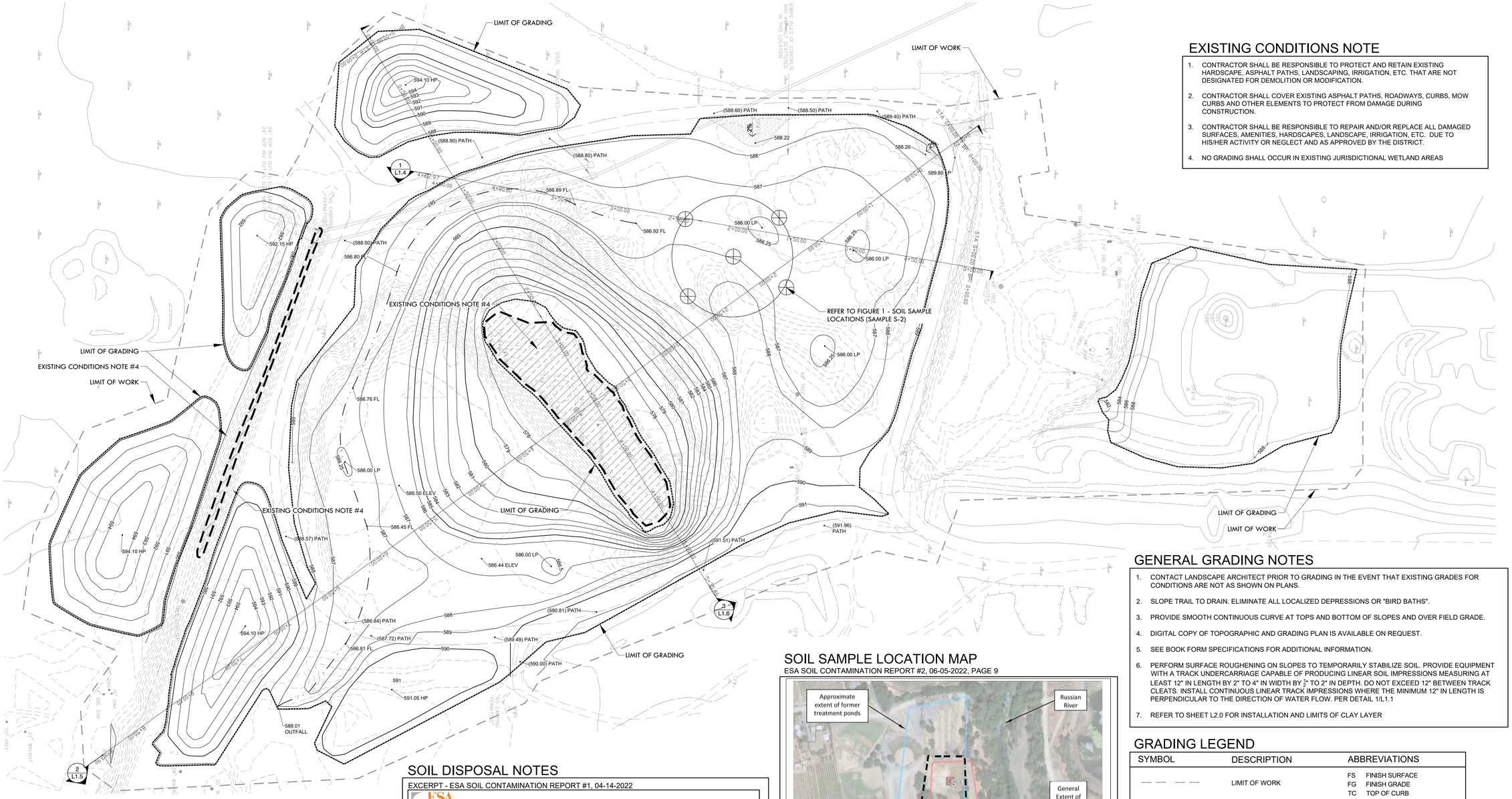
FILE NAME: G:\MDG\2300-2399\2369 Riverside Park Regeneration - Ukiah\2369 CAD\2369 CDs\SHEETS\2369-L1.0-DEMO-PLAN.dwg

PLOT DATE: April 16, 2024 - 10:06 AM



EXISTING CONDITIONS NOTE

1. CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT AND RETAIN EXISTING HARDSCAPE, ASPHALT PATHS, LANDSCAPING, IRRIGATION, ETC. THAT ARE NOT DESIGNATED FOR DEMOLITION OR MODIFICATION.
2. CONTRACTOR SHALL COVER EXISTING ASPHALT PATHS, ROADWAYS, CURBS, MOW CURBS AND OTHER ELEMENTS TO PROTECT FROM DAMAGE DURING CONSTRUCTION.
3. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR AND/OR REPLACE ALL DAMAGED SURFACES, AMENITIES, HARDSCAPES, LANDSCAPE, IRRIGATION, ETC. DUE TO HIS/HER ACTIVITY OR NEGLECT AND AS APPROVED BY THE DISTRICT.
4. NO GRADING SHALL OCCUR IN EXISTING JURISDICTIONAL WETLAND AREAS

GENERAL GRADING NOTES

1. CONTACT LANDSCAPE ARCHITECT PRIOR TO GRADING IN THE EVENT THAT EXISTING GRADES FOR CONDITIONS ARE NOT AS SHOWN ON PLANS.
2. SLOPE TRAIL TO DRAIN. ELIMINATE ALL LOCALIZED DEPRESSIONS OR "BIRD BATHS".
3. PROVIDE SMOOTH CONTINUOUS CURVE AT TOPS AND BOTTOM OF SLOPES AND OVER FIELD GRADE.
4. DIGITAL COPY OF TOPOGRAPHIC AND GRADING PLAN IS AVAILABLE ON REQUEST.
5. SEE BOOK FORM SPECIFICATIONS FOR ADDITIONAL INFORMATION.
6. PERFORM SURFACE ROUGHENING ON SLOPES TO TEMPORARILY STABILIZE SOIL. PROVIDE EQUIPMENT WITH A TRACK UNDERCARRIAGE CAPABLE OF PRODUCING LINEAR SOIL IMPRESSIONS MEASURING AT LEAST 12" IN LENGTH BY 2" TO 4" IN WIDTH BY $\frac{3}{4}$" TO 2" IN DEPTH. DO NOT EXCEED 12" BETWEEN TRACK CLEATS. INSTALL CONTINUOUS LINEAR TRACK IMPRESSIONS WHERE THE MINIMUM 12" IN LENGTH IS PERPENDICULAR TO THE DIRECTION OF WATER FLOW. PER DETAIL 1/L1.1
7. REFER TO SHEET L2.0 FOR INSTALLATION AND LIMITS OF CLAY LAYER

GRADING LEGEND

SYMBOL	DESCRIPTION
	LIMIT OF WORK
590	EXISTING CONTOUR - 1' INTERVALS
579	NEW CONTOUR - 1' INTERVALS AND AS LABELED
586.50 ELEV	NEW SPOT ELEVATION
XX" ABS PIPE S = XX%	DIRECTION AND PERCENT OF SLOPE - SLOPE TO DRAIN
	TOE OF SLOPE
	FLOW LINE
	(E) JURISDICTIONAL WETLAND: RETAIN AND PROTECT
	LIMIT OF GRADING

ABBREVIATIONS	
FS	FINISH SURFACE
FG	FINISH GRADE
TC	TOP OF CURB
BC	BOTTOM OF CURB
TR	TOP OF RAMP
BR	BOTTOM OF RAMP
VE	EDGE OF VAULT
INV	DRAIN PIPE INLET ELEVATION
RIM	TOP OF CATCH BASIN GRATE
TS	TOE OF SLOPE
LP	LOW POINT
HP	HIGH POINT
FL	FLOWLINE
(E)	EXISTING
(P)	PROPOSED

DATUM NOTES

VERTICAL AND HORIZONTAL DATUMS WERE PROVIDED BY RRMDESIGNGROUP RIVERSIDE PARK-PHASE ONE ROUGH GRADING PROJECT CONSTRUCTION DOCUMENTS GRADING PLAN DATED JULY 9, 2010. CONFIRMED AS;

HORIZONTAL DATUM: NAD 83 ZONE 2 BASED UPON GPS OBSERVATIONS, PROCESSED BY NGS OPUS (SEPTEMBER 18, 2019) WITH CORS STATIONS P192, P190 & P185, REFERENCE EPOCH 2010.00 AT CONTROL POINT #200

VERTICAL DATUM: NAVD 88 BASED UPON GPS OBSERVATIONS, PROCESSED BY NGS OPUS (SEPTEMBER 18, 2019) WITH CORS STATIONS P192, P190 & P185, REFERENCE EPOCH 2010.00 AT CONTROL POINT #200

CONTOUR INTERVAL = 1 FOOT

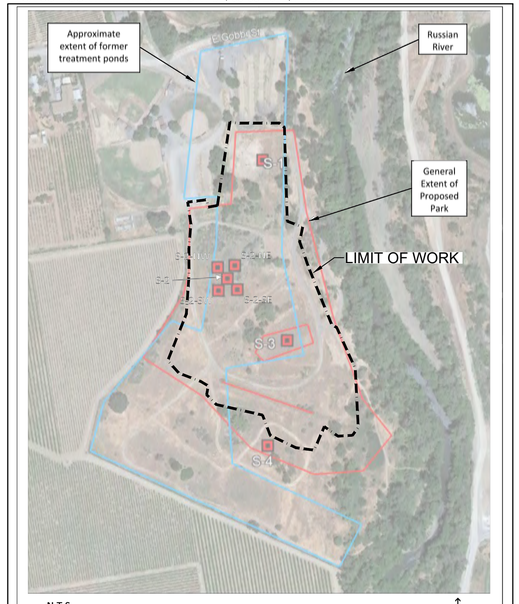
NORTH

0 40 80

SCALE: 1" = 40'

SOIL SAMPLE LOCATION MAP

ESA SOIL CONTAMINATION REPORT #2, 06-05-2022, PAGE 9



Source: Image adapted from GoogleEarth 2021

Proposed Ukiah Riverside Park 201801242.01

Figure 1 – Soil Sample Locations

SOIL DISPOSAL NOTES

EXCERPT - ESA SOIL CONTAMINATION REPORT #1, 04-14-2022

ESA

April 14, 2022
Page 4
Draft Soil Sampling Results Report

- Move or dispose of the soil: If soil in the area around Samples S-1 and S-2 is to be graded and moved, the soil could be excavated and disposed of at any Class III non-hazardous waste landfill. Alternately, the excavated soil could be placed in other onsite areas, provided the soil is covered with three feet of clean soil to isolate the contaminated soil from the public and the environment.

EXCERPT - ESA SOIL CONTAMINATION REPORT #2, 06-05-2022

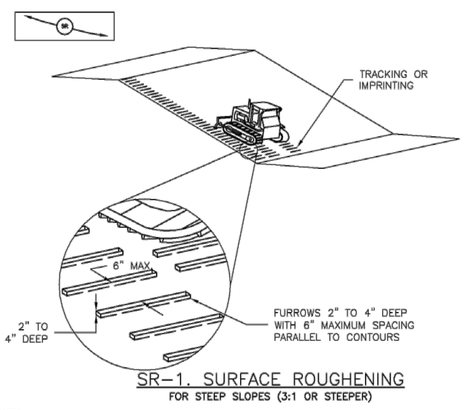
ESA

June 5, 2022
Page 7

Note that the removal of this soil would also remove soil with elevated concentrations of chlordane and lead. This indicates that the removal and offsite disposal of the top one foot of soil at the location and for about 25 feet around Sample S-2 would enable to beneficial reuse of all other onsite soil.

Summary and Recommendations

The areas around Samples S-1, S-3, and S-4 do not have chemical concentrations that would restrict the beneficial reuse of soil. The area around Sample S-2 has chemical concentrations that would restrict the reuse of soil. The concentrations of chlordane, DDT and its isomers, and lead in soil at the area around the location of Sample S-2, and to a lesser extent Sample S-2-SE-1 (due to lead), indicate soil in this limited area is are unsuitable for beneficial use as a public park and as a wetland habitat. To eliminate unsuitable soil, it is recommended that all soil at a 25 foot radius around the locations of S-2, S-2-NE, and S-2-SE be excavated and disposed of as Class III non-hazardous waste.



1 / L1.1 SURFACE ROUGHENING

NOT TO SCALE

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CONSULTANT

CLIENT

CITY OF UKIAH

PROJECT

RIVERSIDE PARK REGENERATION

SHEET TITLE

GRADING PLAN

DATES

NO.	DESCRIPTION	DATE
1.	30% CD's	03-29-2022
2.	90% CD's	08-18-2023
3.	100% CD's	04-19-2024
4.	--	--
5.	--	--
6.	--	--
7.	--	--
8.	--	--

PROJECT NUMBERS

MELTON DESIGN GROUP: 2369

SHEET NUMBER

L1.1

SHEET 4 OF 14

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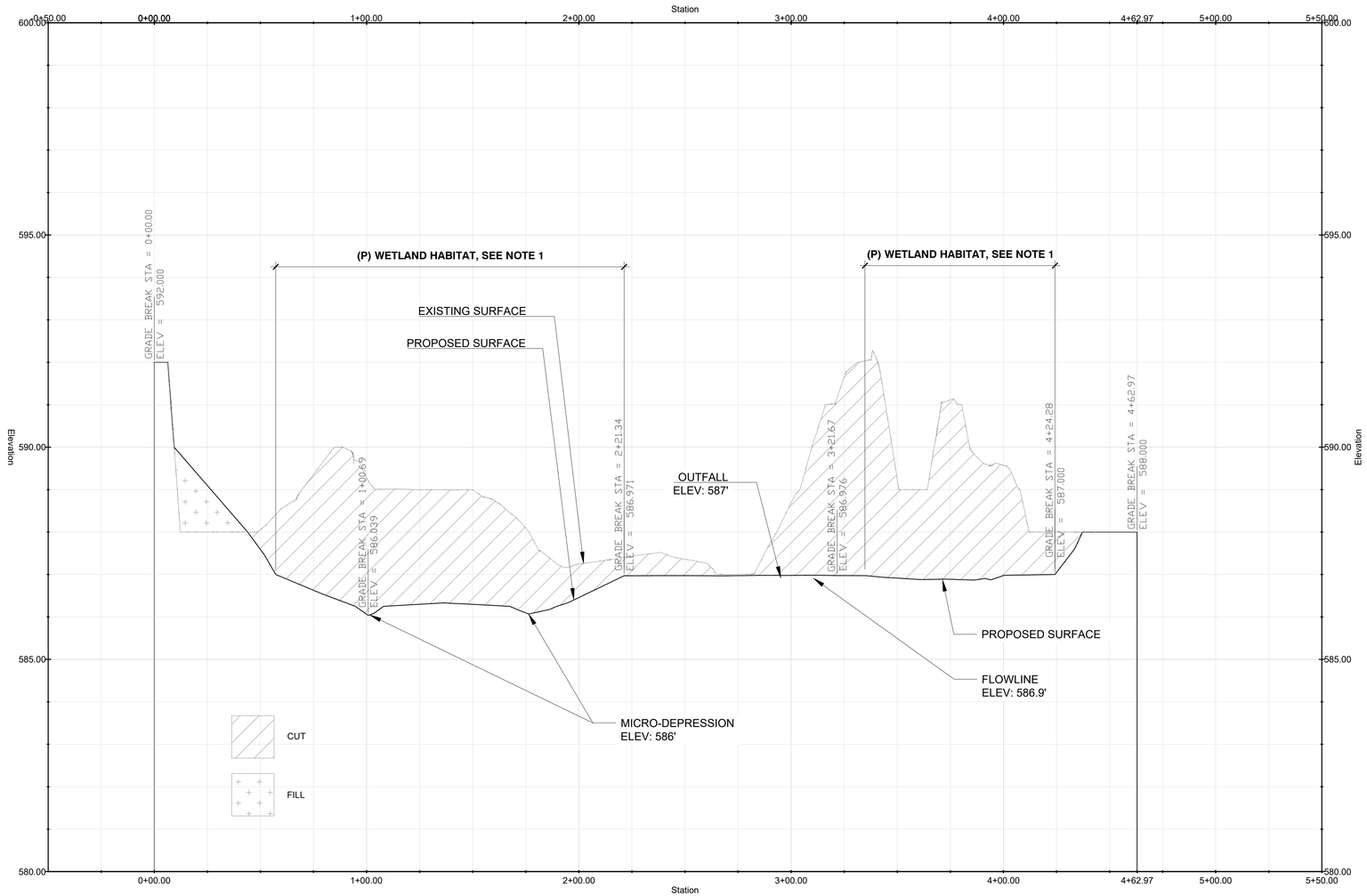
FILE NAME: G:\MDG(2300-2399)\2369 Riverside Park Regeneration - Ukiah\2369 CAD\2369 CDs\SHEETS\2369-L1.1.-GRAD-PLAN.dwg

PLOT DATE: April 16, 2024 - 10:06 AM



PROFILE VIEW OF GRADING SECTION-1

NOTES:

1. OVEREXCAVATE (P) WETLAND HABITAT AREAS AND BACKFILL WITH COMPACTED CLAY AND NATIVE TOPSOIL AS SHOWN IN DETAIL 3, SHEET L2.0

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RIVERSIDE PARK REGENERATION

SHEET TITLE

GRADING SECTIONS

DATES

NO.	DESCRIPTION	DATE
1.	30% CD's	03-29-2022
2.	90% CD's	08-18-2023
3.	100% CD's	04-19-2024
4.	--	--
5.	--	--
6.	--	--
7.	--	--
8.	--	--

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SHEET NUMBER

L1.2

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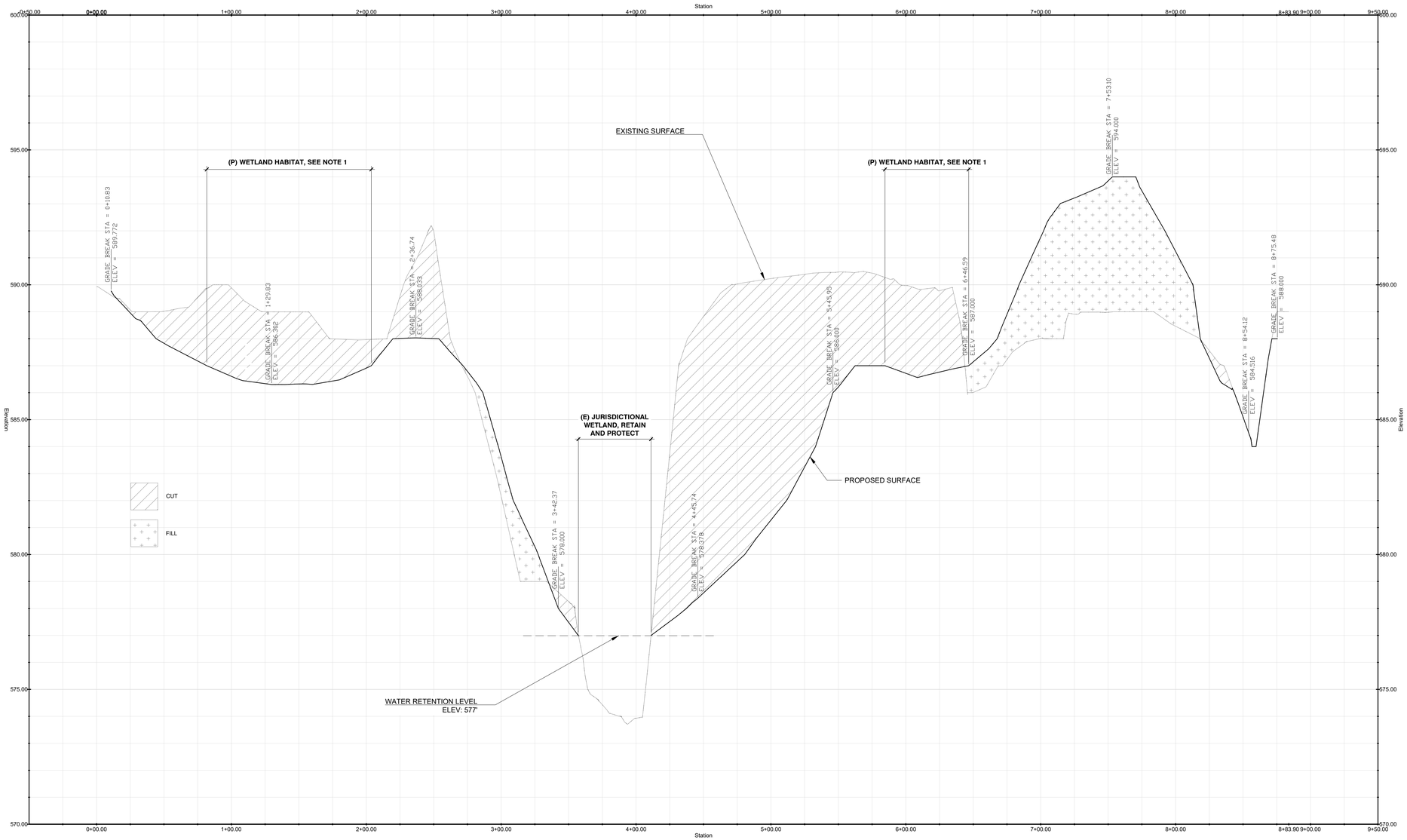

NOTES:

1. OVEREXCAVATE (P) WETLAND HABITAT AREAS AND BACKFILL WITH COMPACTED CLAY AND NATIVE TOPSOIL AS SHOWN IN DETAIL 3, SHEET L2.0

PROFILE VIEW OF GRADING SECTION - 2

FILE NAME: G:\MDG\2300-2399\2369 Riverside Park Regeneration - Ukiah\2369 CAD\2369 CDs\SHEETS\2369-L1.1-GRAD-PLAN.dwg

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PROJECT

RIVERSIDE PARK REGENERATION

SHEET TITLE

GRADING SECTIONS

DATES

NO.	DESCRIPTION	DATE
1.	30% CD's	03-29-2022
2.	90% CD's	08-18-2023
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4.	--	--
5.	--	--
6.	--	--
7.	--	--
8.	--	--

PROJECT NUMBERS

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SHEET NUMBER

L1.3

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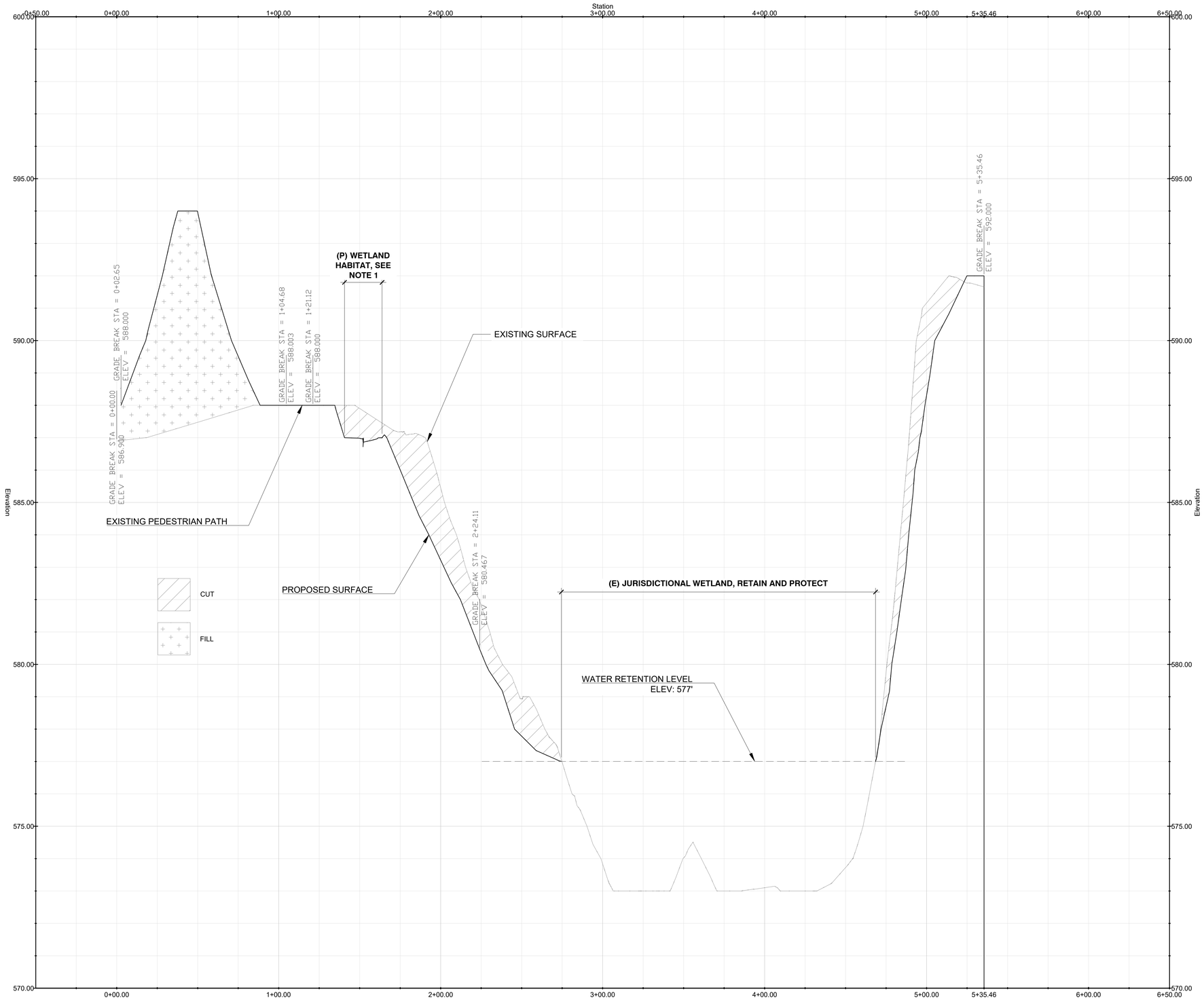

NOTES:

1. OVEREXCAVATE (P) WETLAND HABITAT AREAS AND BACKFILL WITH COMPACTED CLAY AND NATIVE TOPSOIL AS SHOWN IN DETAIL 3, SHEET L2.0

FILE NAME: G:\MDG(2300-2399)\2369 Riverside Park Regeneration - Ukiah\2369 CAD\2369 CDs\SHEETS\2369-L1.1.-GRAD-PLAN.dwg

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RIVERSIDE PARK REGENERATION

SHEET TITLE

GRADING SECTIONS

DATES

NO.	DESCRIPTION	DATE
1.	30% CD's	03-29-2022
2.	90% CD's	08-18-2023
3.	100% CD's	04-19-2024
4.	--	--
5.	--	--
6.	--	--
7.	--	--
8.	--	--

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SHEET NUMBER

L1.4

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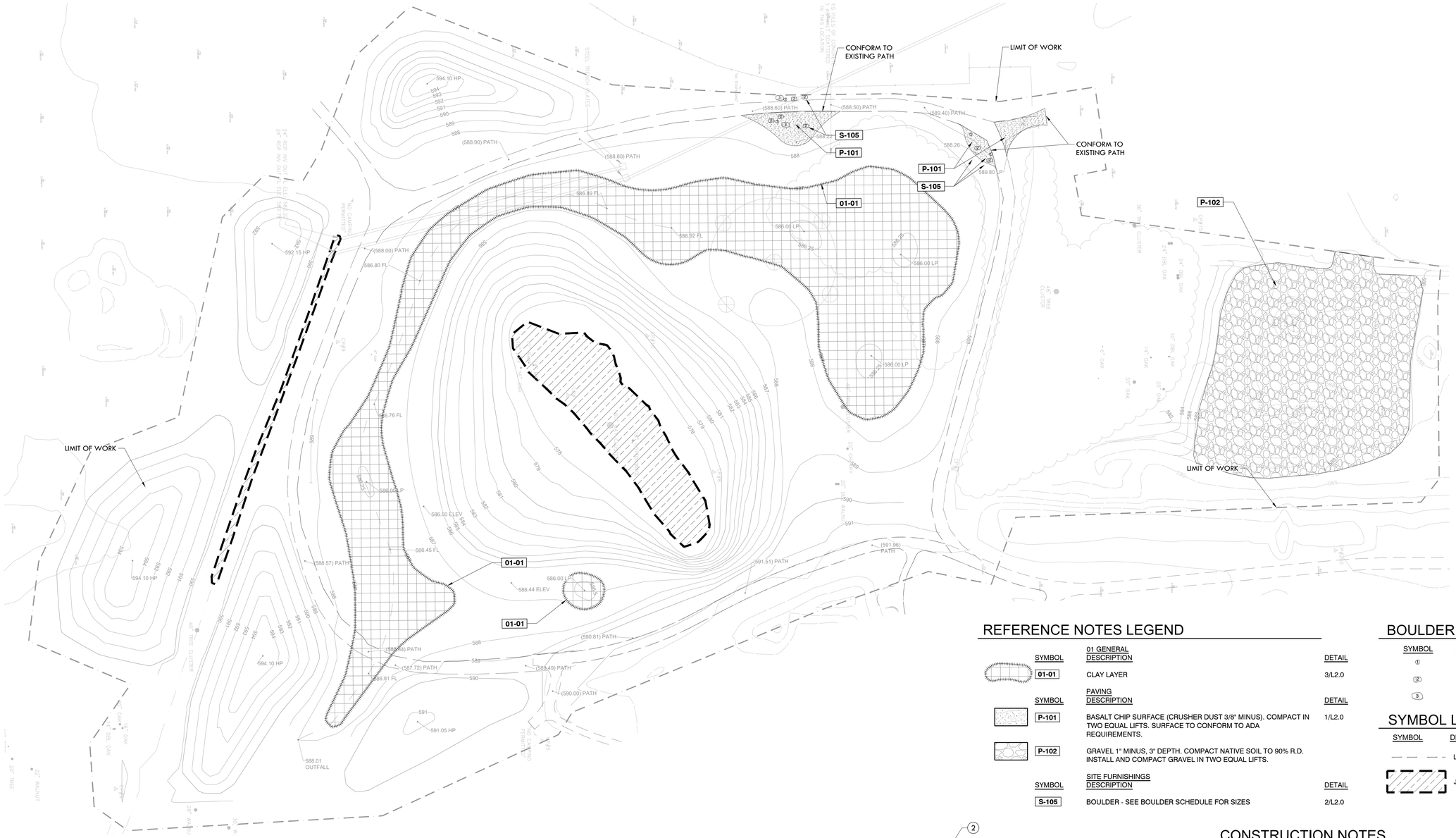


REFERENCE NOTES LEGEND

SYMBOL	01 GENERAL DESCRIPTION	DETAIL
01-01	CLAY LAYER	3/L2.0
SYMBOL	**PAVING DESCRIPTION**	**DETAIL**
P-101	BASALT CHIP SURFACE (CRUSHER DUST 3/8" MINUS). COMPACT IN TWO EQUAL LIFTS. SURFACE TO CONFORM TO ADA REQUIREMENTS.	1/L2.0
P-102	GRAVEL 1" MINUS, 3" DEPTH. COMPACT NATIVE SOIL TO 90% R.D. INSTALL AND COMPACT GRAVEL IN TWO EQUAL LIFTS.	
SYMBOL	**SITE FURNISHINGS DESCRIPTION**	**DETAIL**
S-105	BOULDER - SEE BOULDER SCHEDULE FOR SIZES	2/L2.0

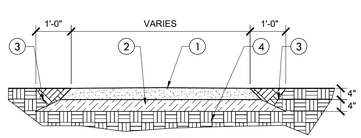
BOULDER SCHEDULE

SYMBOL	DESCRIPTION	QUANTITY
1	2' x 2' BOULDER	4
2	2' x 4' BOULDER	7
3	4' x 6' BOULDER	2

SYMBOL LEGEND

SYMBOL	DESCRIPTION
	LIMIT OF WORK
	JURISDICTIONAL WETLAND

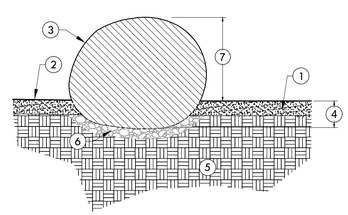
1. BASALT CHIP SURFACE PER PLAN. 4" MINIMUM DEPTH AFTER COMPACTION. SLOPE PER GRADING PLAN.
2. COMPACTED SUB-GRADE TO 90% RELATIVE DENSITY.
3. CLEAN-CUT EDGE FOR INSTALLATION EXCAVATION, REPLACE WITH NATIVE TOPSOIL FOR RE-VEGETATION.
4. NATIVE SOIL TO REMAIN UNDISTURBED.



SECTION

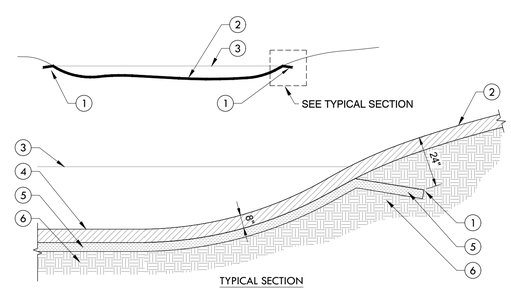
NOTES:
1. BASALT CHIP SHALL BE BASALT QUARRY FINES, ¼ INCH OR LESS. COLOR: MATCH EXISTING. CONTRACTOR TO SUBMIT SAMPLE FOR APPROVAL BY LANDSCAPE ARCHITECT.
2. APPLY WEED KILLER AND PRE-EMERGENT TO AREA PRIOR TO PLACEMENT OF BASALT CHIP.
3. INSTALL IN 2 EQUAL LIFTS.
4. AFTER PLACEMENT OF EACH LIFT, THOROUGHLY WATER UNTIL ENTIRE DEPTH IS MOIST. COMPACT WITH A 1,000 TO 3,000 LB ROLLER AFTER GRADING AND WETTING.

1 BASALT CHIP SURFACE
L2.0 NOT TO SCALE



1. SURFACE MATERIAL PER CONSTRUCTION PLAN
2. FINISH SURFACE
3. WATER WASHED GRANITE BOULDERS, SIZE PER PLAN. AVAILABLE FROM SIERRA BOULDER, ROBERT WRIGHT (916) 955-0649. CONTRACTOR SHALL PROVIDE PHOTO SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL.
4. INSTALL BOULDER SO THAT 25% OF BOULDER IS BELOW FINISH GRADE.
5. NATIVE UNDISTURBED SUBGRADE
6. 6" DEPTH CLASS II AGGREGATE BASE, COMPACT TO 90% RELATIVE DENSITY.
7. HEIGHT AND WEIGHT VARIES. SEE BOULDER SCHEDULE, SHEET L-2.0

2 BOULDER INSTALLATION
L2.0 NOT TO SCALE



TYPICAL SECTION

1. EXTEND CLAY LAYER MINIMUM 24" BELOW FINISH GRADE MEASURED PERPENDICULAR TO SLOPE
2. FINISH GRADE
3. WATER LEVEL AT FULL POOL. SEE GRADING PLANS
4. FINISH GRADE NATIVE SOIL COMPACTED TO 85% RELATIVE DENSITY. 8" DEPTH EXCEPT AT EDGES, WHERE 24" DEEP AS SHOWN. REFER TO GRADING PLAN FOR FINAL GRADES
5. BENTONITE CLAY 4" DEPTH. TUCK DOWN 24" AS SHOWN.
6. SUBGRADE, NATIVE SOIL COMPACTED TO 90% RELATIVE DENSITY

3 SEASONAL WETLAND MICRO-DEPRESSION
L2.0 NOT TO SCALE

CONSTRUCTION NOTES

1. CONFIRM ALL LOCATIONS OF EXISTING UTILITIES WITHIN PROJECT SITE PRIOR TO DEMOLITION AND EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT AND RETAIN EXISTING UTILITIES AND THE REPAIR AND/OR REPLACEMENT OF UTILITIES DAMAGED DUE TO CONTRACTORS WORK OR NEGLECT.
2. THE LANDSCAPE ARCHITECT CANNOT BE RESPONSIBLE FOR THE COMPLETENESS OR ACCURACY OF EXISTING INFORMATION. PROVISION OF UTILITY LOCATION DOES NOT IN ANY WAY RELIEVE THE CONTRACTOR RESPONSIBILITY TO CONDUCT FIELD DISCOVERY TO VERIFY EXISTING CONDITIONS.
3. THE CONTRACTOR IS RESPONSIBLE TO COORDINATE HIS WORK WITH THE WORK OF OTHERS.
4. CONSTRUCTION SHALL CONFORM TO ALL UNIFORM BUILDING CODES AND SPECIFICATIONS.
5. CONTRACTOR SHALL OBSERVE ALL SAFETY REGULATIONS PERTAINING TO THIS PROJECT.
6. ANY CHANGES SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

EXISTING CONDITIONS NOTE

1. CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT AND RETAIN EXISTING HARDSCAPE, ASPHALT PATHS, LANDSCAPING, IRRIGATION, ETC. THAT ARE NOT DESIGNATED FOR DEMOLITION OR MODIFICATION.
2. CONTRACTOR SHALL COVER EXISTING ASPHALT PATHS, ROADWAYS, CURBS, MOW CURBS AND OTHER ELEMENTS TO PROTECT FROM DAMAGE DURING CONSTRUCTION.
3. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR AND/OR REPLACE ALL DAMAGED SURFACES, AMENITIES, HARDSCAPES, LANDSCAPE, IRRIGATION, ETC. DUE TO HIS/HER ACTIVITY OR NEGLECT AND AS DIRECTED BY OWNER.

NORTH

0 40 80

SCALE: 1" = 40'

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CITY OF UKIAH

PROJECT

RIVERSIDE PARK REGENERATION

SHEET TITLE

CONSTRUCTION PLAN AND DETAILS

DATES

NO.	DESCRIPTION	DATE
1.	30% CD's	03-29-2022
2.	90% CD's	08-18-2023
3.	100% CD's	04-19-2024
4.	--	--
5.	--	--
6.	--	--
7.	--	--
8.	--	--

PROJECT NUMBERS

MELTON DESIGN GROUP: 2369

SHEET NUMBER

L2.0

SHEET 10 OF 14

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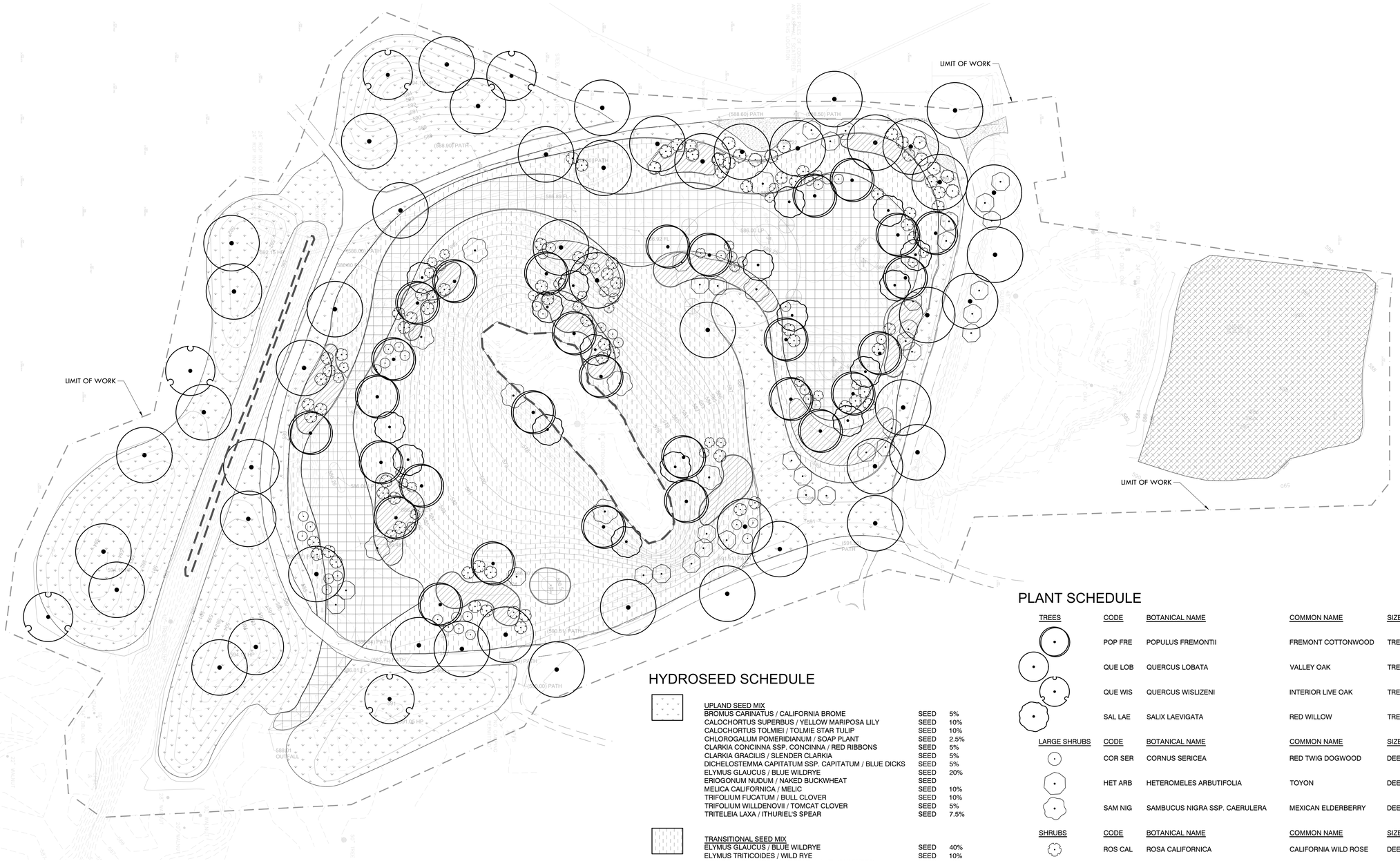

SYMBOL LEGEND

SYMBOL	DESCRIPTION
— — — —	LIMIT OF WORK
	JURISDICTIONAL WETLAND

PLANTING NOTES

1. VERIFY EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
2. ALL PLANT MATERIAL TO BE SET UP FOR REVIEW BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. NO SUBSTITUTIONS FOR PLANT MATERIAL WILL BE ALLOWED UNLESS PRIOR ARRANGEMENTS HAVE BEEN APPROVED BY LANDSCAPE ARCHITECT. IN THE EVENT OF PLANT MATERIAL UNAVAILABILITY, CONTACT LANDSCAPE ARCHITECT FOR ALTERNATIVE SOURCES OR APPROVED SPECIES SUBSTITUTION.
3. PLANT QUANTITIES ARE FOR CONVENIENCE OF THE CONTRACTOR. CONTRACTOR TO CONFIRM EXACT NUMBER.
4. TREE STAKES ARE TO BE PLACED PERPENDICULAR TO PREVAILING WINDS. REMOVE NURSERY STAKES, REPLACE WITH STAKES PER DETAIL. TREE TIES SHALL BE CINCH-TIE OR EQUAL.
5. ALL TREE, SHRUB AND GROUND COVER PLANTINGS TO HAVE BARK MULCH PLACED AROUND PLANT BASE PER PLANTING DETAILS. SEE CONSTRUCTION PLAN.
6. REFER TO PLANS, DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
7. PLANT MATERIAL SHALL BE BID ON THE BASIS OF SPECIES AND CONTAINER SIZE, NOT ON CONTAINER SIZE ALONE.

HYDROSEED SCHEDULE

UPLAND SEED MIX

BROMUS CARINATUS / CALIFORNIA BROME	SEED	5%
CALOCHORTUS SUPERBUS / YELLOW MARIPOSA LILY	SEED	10%
CALOCHORTUS TOLMIEI / TOLMIE STAR TULIP	SEED	10%
CHLOROGALUM POMERIDIANUM / SOAP PLANT	SEED	2.5%
CLARKIA CONCINNA SSP. CONCINNA / RED RIBBONS	SEED	5%
CLARKIA GRACILIS / SLENDER CLARKIA	SEED	5%
DICHELOSTEMMA CAPITATUM SSP. CAPITATUM / BLUE DICKS	SEED	5%
ELYMUS GLAUCUS / BLUE WILDRYE	SEED	20%
ERIOGONUM NUDUM / NAKED BUCKWHEAT	SEED	
MELICA CALIFORNICA / MELIC	SEED	10%
TRIFOLIUM FUCATUM / BULL CLOVER	SEED	10%
TRIFOLIUM WILLDENOVII / TOMCAT CLOVER	SEED	5%
TRITELEIA LAXA / ITHURIEL'S SPEAR	SEED	7.5%

TRANSITIONAL SEED MIX

ELYMUS GLAUCUS / BLUE WILDRYE	SEED	40%
ELYMUS TRITICOIDES / WILD RYE	SEED	10%
GRINDELIA CAMPORUM / GREAT VALLEY GUMWEED	SEED	10%
SISYRINCHIUM BELLUM / BLUE-EYED GRASS	SEED	5%

WETLAND SEED MIX

BROMUS SITCHENSIS VAR. CARINATUS / CALIFORNIA BROME	SEED	5%
ELYMUS GLAUCUS / BLUE WILDRYE	SEED	5%
ELYMUS MULTISETUS / BIG SQUIRRELTAIL GRASS	SEED	5%
ESCHSCHOLZIA CALIFORNICA / CALIFORNIA POPPY	SEED	2.5%
FESTUCA MICROSTACHYS VAR. UPLAND / SMALL FESCUE	SEED	5%
HELENIUM BOLANDERI / COASTAL SNEEZEWEED	SEED	2.5%
HORDEUM BRACHYANTHERUM / MEADOW BARLEY	SEED	30%
LASTHENIA CALIFORNICA / CALIFORNIA GOLDFIELDS	SEED	2.5%
LUPINUS BICOLOR / MINIATURE LUPINE	SEED	2.5%
SISYRINCHIUM BELLUM / BLUE-EYED GRASS	SEED	2.5%
TRIFOLIUM FUCATUM / BULL CLOVER	SEED	2.5%
TRIFOLIUM MICROCEPHALUM / HAIRY CLOVER	SEED	2.5%

EROSION CONTROL MIX

BULK LBS./AC	PLS lbs/AC.	SPECIES	MINIMUM GERMINATION (%)
25	22.50	Bromus carinatus / California Brome	90
10	8.50	Elymus glaucus / Blue Wildrye	85
6	5.28	Festuca microstachys / Small Fescue	88
4	3.20	Trifolium willdenovii / Tomcat Clover	80

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	POP FRE	POPULUS FREMONTII	FREMONT COTTONWOOD	TREEPOT4	29
	QUE LOB	QUERCUS LOBATA	VALLEY OAK	TREEPOT4	48
	QUE WIS	QUERCUS WISLIZENI	INTERIOR LIVE OAK	TREEPOT4	5
	SAL LAE	SALIX LAEVIGATA	RED WILLOW	TREEPOT4	17

LARGE SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	
	COR SER	CORNUS SERICEA	RED TWIG DOGWOOD	DEEPOT (D40)	39
	HET ARB	HETEROMELES ARBUTIFOLIA	TOYON	DEEPOT (D40)	34
	SAM NIG	SAMBUCUS NIGRA SSP. CAERULERA	MEXICAN ELDERBERRY	DEEPOT (D40)	9

SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	
	ROS CAL	ROSA CALIFORNICA	CALIFORNIA WILD ROSE	DEEPOT (D40)	33
	SYM ALB	SYMPHORICARPOS ALBUS LAEVIGATUS	COMMON SNOWBERRY	DEEPOT (D40)	79
	FRA CAL	FRANGULA CALIFORNICA	COFFEEBERRY	DEEPOT (D40)	10

GRASSES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	
	CAR BAR	CAREX BARBARAE REFER TO SAMPLE GRASS MIX PATTERN	SANTA BARBARA SEDGE	SUPERCELL	1,185
	ELY TRI	ELYMUS TRITICOIDES REFER TO SAMPLE GRASS MIX PATTERN	WILD RYE	SUPERCELL	1,738
			TOTAL GRASSES:		2,923

SAMPLE GRASS MIX PATTERN, 1:1.5 RATIO
CAREX TO ELYMUS

CAREX BARBARAE 36" O.C.
ELYMUS TRITICOIDES 24" O.C.

15' x 15' SQUARE (NOT TO SCALE)

NORTH

0 40 80
SCALE: 1" = 40'

MDG
MELTONDESIGNGROUP INC
820 BROADWAY ST.
CHICO, CA 95928
(530) 899-1616
meltondg.com

LICENSE

REGISTERED LANDSCAPE ARCHITECT
GREG MELTON #4372
SIGNATURE
EXP. 11-24
DATE
STATE OF CALIFORNIA

CONSULTANT

CLIENT
CITY OF UKIAH

PROJECT
RIVERSIDE PARK REGENERATION

SHEET TITLE
PLANTING PLAN

DATES

NO.	DESCRIPTION	DATE
1.	30% CD's	03-29-2022
2.	90% CD's	08-18-2023
3.	100% CD's	04-19-2024
4.	--	--
5.	--	--
6.	--	--
7.	--	--
8.	--	--

PROJECT NUMBERS
MELTON DESIGN GROUP: 2369

SHEET NUMBER
L3.0

SHEET 11 OF 14

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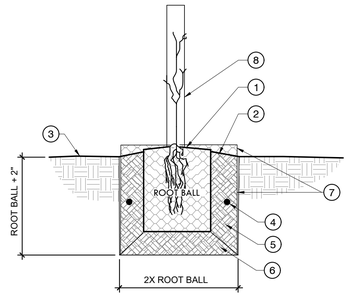
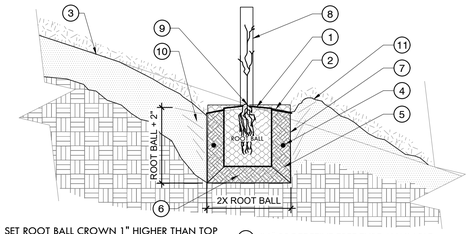
FILE NAME: G:\MDG(2300-2399)\2369 Riverside Park Regeneration - Ukiah\2369 CAD\2369 CDs\SHEETS\2369-L3.0-PLNT-PLAN.dwg
PLOT DATE: April 16, 2024 - 10:06 AM



1. SET ROOT BALL CROWN 1" HIGHER THAN SURROUNDING FINISHED GRADE.
2. SLOPE FINISHED GRADE AT BACKFILL AWAY FROM ROOT BALL.
3. FINISHED GRADE.
4. PLANT TABLETS PER SPECIFICATIONS
5. BACKFILL MIX, SEE NOTES AND SPECIFICATIONS.
6. NATIVE SOIL MIX FIRMLY COMPACTED.
7. GOPHER BASKET: GALVANIZED CHICKEN WIRE, EXPOSE 2" ABOVE GRADE. FOLD-IN AT BOTTOM FOR FULL COVERAGE AT SIDES AND BOTTOM. PLACE BASKET BEFORE BACKFILL AND PLANTING.
8. 36" PROTECTIVE TREE TUBE AVAILABLE THROUGH TREE PRO (800) 875-8071 OR APPROVED EQUAL. INSTALL ON TREES ONLY PER MANUFACTURER'S RECOMMENDATIONS.

1 / L3.1 TREE/SHRUB PLANTING

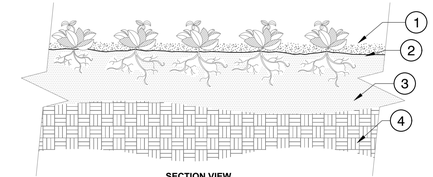
NOT TO SCALE



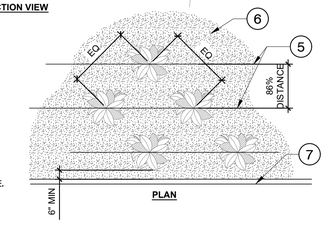
1. SET ROOT BALL CROWN 1" HIGHER THAN TOP OF BACKFILL MIX
2. SLOPE FINISHED GRADE AT BACKFILL AWAY FROM ROOT BALL.
3. ORIGINAL GRADE.
4. PLANT TABLETS PER SPECIFICATIONS
5. BACKFILL MIX, SEE NOTES AND SPECIFICATIONS.
6. NATIVE SOIL MIX FIRMLY COMPACTED.
7. GOPHER BASKET: GALVANIZED CHICKEN WIRE, EXPOSE 2" ABOVE GRADE. FOLD-IN AT BOTTOM FOR FULL COVERAGE AT SIDES AND BOTTOM. PLACE BASKET BEFORE BACKFILL AND PLANTING.
8. 36" PROTECTIVE TREE TUBE AVAILABLE THROUGH TREE PRO (800) 875-8071 OR APPROVED EQUAL. INSTALL ON TREES ONLY PER MANUFACTURER'S RECOMMENDATIONS.
9. ORIGINAL SLOPE SHOULD PASS THROUGH THE POINT WHERE THE TRUNK BASE MEETS SUBSTRATE/SOIL.
10. PRIOR TO MULCHING, LIGHTLY TAMP SOIL AROUND THE ROOT BALL IN 6" LIFTS TO BRACE TREE. DO NOT OVER COMPACT. WHEN THE PLANTING HOLE HAS BEEN BACKFILLED, POUR WATER AROUND THE ROOT BALL TO SETTLE THE SOIL.
11. ROUND-TOPPED SOIL BERM ABOVE ROOT BALL SURFACE SHALL BE CENTERED ON THE DOWNHILL SIDE OF THE ROOT BALL FOR 240°.

2 / L3.1 TREE/SHRUB PLANTING ON SLOPE

NOT TO SCALE



SECTION VIEW



PLAN

1. FINISH SURFACE WITH 2" OF TOP DRESSING OF MULCH. SEE SPECS.
2. SOIL BELOW MULCH
3. AMENDED SOIL. SEE PLANS FOR SOIL PREPARATION.
4. EXISTING SOIL
5. GROUNDCOVER PLANTS TO BE TRIANGULARLY SPACED, ROWS OFFSET 86% PLANT DISTANCE.
6. MULCH PER PLAN.
7. ADJACENT PAVING PER PLAN.

NOTES:
1. SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES AND SIZE.
2. SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

3 / L3.1 GROUND COVER PLANTING

NOT TO SCALE

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SHEET TITLE

PLANTING DETAILS

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SHEET 12 OF 14

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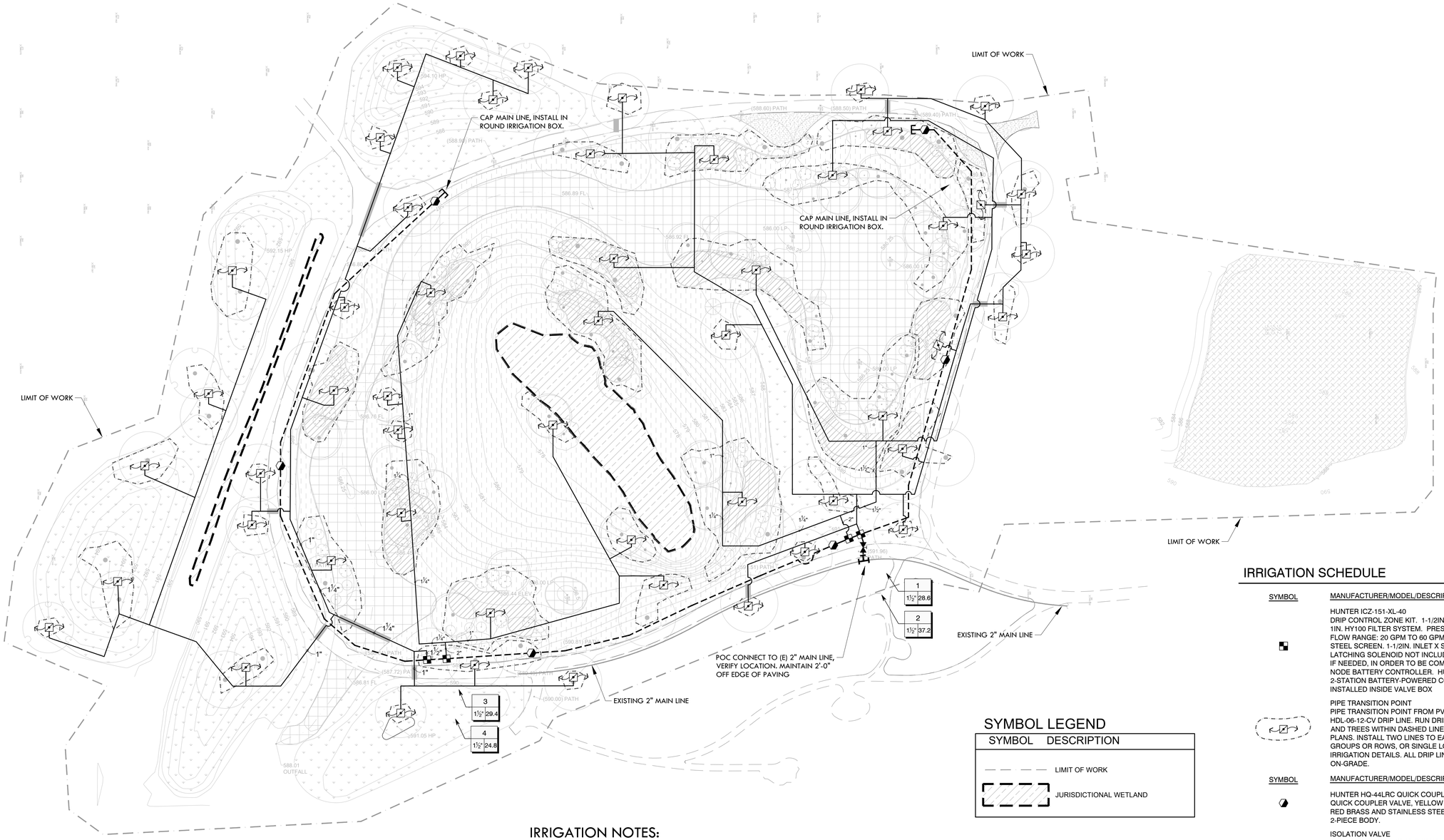


SYMBOL LEGEND

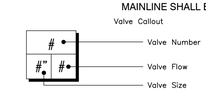
SYMBOL	DESCRIPTION
	LIMIT OF WORK
	JURISDICTIONAL WETLAND

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER ICZ-151-XL-40 DRIP CONTROL ZONE KIT. 1-1/2IN. ICV GLOBE VALVE WITH 1IN. HY100 FILTER SYSTEM. PRESSURE REGULATION: 40PSI. FLOW RANGE: 20 GPM TO 60 GPM. 120 MESH STAINLESS STEEL SCREEN. 1-1/2IN. INLET X SINGLE 2IN. OUTLET. IF DC LATCHING SOLENOID NOT INCLUDED, ORDER SEPARATELY, IF NEEDED, IN ORDER TO BE COMPATIBLE WITH HUNTER NODE BATTERY CONTROLLER. HUNTER NODE-200 2-STATION BATTERY-POWERED CONTROLLER TO BE INSTALLED INSIDE VALVE BOX
	PIPE TRANSITION POINT PIPE TRANSITION POINT FROM PVC LATERAL TO HUNTER HDL-06-12-CV DRIP LINE. RUN DRIP TUBING TO ALL PLANTS AND TREES WITHIN DASHED LINE BOUNDARY SHOWN ON PLANS. INSTALL TWO LINES TO EACH TREE/PLANT IN GROUPS OR ROWS, OR SINGLE LOOP, AS SHOWN IN DRIP IRRIGATION DETAILS. ALL DRIP LINE SHALL BE INSTALLED ON-GRADE.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER HQ-44LRC QUICK COUPLER VALVE QUICK COUPLER VALVE, YELLOW RUBBER LOCKING COVER, RED BRASS AND STAINLESS STEEL, WITH 1IN. NPT INLET, 2-PIECE BODY.
	ISOLATION VALVE ISOLATION VALVE - 2" AND SMALLER - WILKINS 850-XL FULL PORT BRONZE BALL VALVE. 2-1/2" AND LARGER - NIBCO 619-RW-SON FLANGED GATE VALVE WITH SQ. OP. NUT. SIZE PER PIPE SIZE. LOCATION SHOWN FOR GRAPHIC CLARITY. INSTALL IN PLANTER. CONTRACTOR SHALL LOCATE FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION.
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40
	IRRIGATION MAINLINE: PVC SCHEDULE 40
	PIPE SLEEVE: PVC SCHEDULE 40 SCHEDULE 40 PVC AT 2X LINE SIZE FOR LATERALS, CONDUIT AND MAINLINE UNDER ALL PAVING, TYPICAL, WHETHER SHOWN OR NOT. COORDINATE LOCATIONS WITH GENERAL CONTRACTOR PRIOR TO PAVING INSTALLATION. WIRES AND MAINLINE SHALL BE PLACED ON SEPARATE SLEEVES.

Valve Callout



IRRIGATION NOTES:

1. THIS SYSTEM IS DESIGNED FOR A MAXIMUM DEMAND OF 50 GPM AND 85 PSI AT POINT OF CONNECTION WITH A 6-HOUR WATER WINDOW. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY EXISTING CONDITIONS. COORDINATE WITH OWNER TO REVIEW IRRIGATION SYSTEM PRIOR TO START OF WORK. IN THE EVENT THAT EXISTING CONDITIONS ARE DIFFERENT THAN STATED, CONTACT LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

2. THE INTENT OF THIS IRRIGATION SYSTEM IS TO PROVIDE THE MINIMUM AMOUNT OF WATER REQUIRED TO SUSTAIN GOOD PLANT HEALTH. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROGRAM THE IRRIGATION CONTROLLER BASED ON RECOMMENDATIONS FROM THE LANDSCAPE WATER AUDIT AND AS REQUIRED BY THE 2020 UPDATED MODEL WATER EFFICIENT LANDSCAPE ORDINANCE, CALIFORNIA CODE OF REGULATIONS TITLE 23, DIVISION 2, CHAPTER 2.7 AND EXISTING FIELD CONDITIONS. THE CONTRACTOR SHALL MAKE SCHEDULING ADJUSTMENTS AS NEEDED TO ACHIEVE THE MOST EFFICIENT APPLICATION OF WATER BASED ON PLANT TYPE, WATER USE REQUIREMENTS, SOIL TYPE, GRADES, SUN EXPOSURE, SHADE, WIND, ETC.

3. THIS DRAWING IS DIAGRAMMATIC. IRRIGATION COMPONENTS SHOWN BENEATH PAVING, UTILITIES, PLANTINGS, ETC. ARE FOR GRAPHIC CLARITY ONLY. PLACE ALL PIPING, VALVES, AND OTHER IRRIGATION COMPONENTS WITHIN THE ADJACENT PLANTER EXCEPT WHERE PIPES CROSSOVER BENEATH PAVING, STRUCTURES, WALLS, ETC.. THE CONTRACTOR SHALL PLACE PIPING TO PREVENT CONFLICT WITH UTILITIES, TREE LOCATIONS, PLANTING, HARDSCAPE COMPONENTS, WATER PLAY FEATURES, PLAY AREAS AND FURNISHINGS. SEE PLANTING PLAN FOR PLANT COUNT AND LAYOUT. REFER TO CONTRACT DOCUMENTS FOR PROJECT SCOPE.

4. THE CONTRACTOR SHALL PROVIDE COMPLETE RECORD DRAWINGS TO OWNER AT COMPLETION OF PROJECT AND AS REQUIRED BY CONTRACT DOCUMENTS.

5. THE IRRIGATION SYSTEM IS DESIGNED TO OPERATE AT THE FOLLOWING PRESSURES: DRIP LINE - 40 PSI. ALL IRRIGATION SHALL BE INSTALLED BY CONTRACTOR AT THE LOCATIONS INDICATED ON THE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF ANY DEVIATION WHICH MAY AFFECT THE SPACING OR LOCATION OF THE IRRIGATION LAYOUT.

6. TRENCH IRRIGATION MAIN LINES TO A DEPTH OF 24"; AND LATERALS TO A DEPTH OF 18". DO NOT TRENCH DRIPLINE AT ALL; LEAVE ON GRADE. TRENCH ALL MAIN AND LATERAL LINES TO A DEPTH OF 24" WHERE CROSSING BENEATH EXISTING PATH AND PLACE WITHIN SLEEVE, SIZE AND TYPE PER PLAN.

7. CONTRACTOR SHALL BE RESPONSIBLE TO SLEEVE ALL MAIN LINES AND LATERAL LINES WHEN CROSSING BENEATH PAVEMENT, WALKWAYS, BUILDINGS, WALLS, ETC. WHETHER OR NOT SHOWN ON THE IRRIGATION PLAN. SIZE PER PLAN AND/OR AS NEEDED BASED ON THE NUMBER OF IRRIGATION LINES AND SIZES. CONTROL WIRES SHALL BE SLEEVED INDEPENDENTLY. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH OTHER TRADES TO INSTALL SLEEVES REQUIRED.

8. ALL IRRIGATION REMOTE CONTROL VALVES, QUICK COUPLER VALVES, ELECTRIC PULL BOXES SHALL BE INSTALLED IN PLANTED AREAS AND IN VALVE BOXES. NO VALVES/VALVE BOXES SHALL BE INSTALLED IN PAVED AREAS OR IN TURF AREAS. VALVE BOXES SHALL BE GREEN, EXCEPT IF IN DECOMPOSED GRANITE, IN WHICH CASE THEY SHALL BE TAN COLOR.

9. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A COMPLETE LANDSCAPE WATER AUDIT PER REQUIREMENTS SET FORTH IN THE 2015 UPDATED MODEL WATER EFFICIENT LANDSCAPE ORDINANCE, CALIFORNIA CODE OF REGULATIONS TITLE 23, DIVISION 2, CHAPTER2.7. CONTRACTOR SHALL MAKE FINAL ADJUSTMENTS TO THE IRRIGATION SYSTEM BASED ON LANDSCAPE WATER AUDIT RECOMMENDATIONS. SEE CONTRACT DOCUMENTS.

10. MAIN LINE PIPE SIZE TO BE AS NOTED ON PLANS. LATERAL PIPE SIZE DOWNSTREAM OF LAST PIPE SIZE CALL OUT TO BE 1" PIPE.

11. SEE CONTRACT DOCUMENTS, SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.

12. INSTALL ALL IRRIGATION EQUIPMENT MINIMUM 2'-0" OFF EDGE OF PAVING

GRAPHIC CLARITY:

DUE TO THE SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSET FITTINGS, SLEEVES, ETC., WHICH MAY BE REQUIRED. THE CONTRACTOR SHALL CAREFULLY INVESTIGATE THE STRUCTURAL AND FINISHED CONDITIONS AFFECTING ALL OF THE WORK AND PLAN ACCORDINGLY, FURNISHING SUCH FITTINGS, MISCELLANEOUS COMPONENTS, ETC., AS MAY BE REQUIRED TO MEET SUCH CONDITIONS.

DRAWINGS ARE GENERALLY DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. THE WORK SHALL BE INSTALLED IN THE MOST DIRECT AND COMPETENT MANNER, SO THAT CONFLICTS BETWEEN THE IRRIGATION WATER SYSTEMS AND EXISTING AND NEW UTILITIES, PLANTING, AND ARCHITECTURAL FEATURES WILL BE AVOIDED.

ROUTING OF MAIN LINE AND LATERALS ARE DIAGRAMMATIC. INSTALL ALL MAINLINE, LATERALS AND VALVES IN PLANTERS EXCEPT WHEN CROSSING BENEATH PAVEMENT, WALK WAYS, ETC.

ALL MAIN LINE AND LATERALS CROSSING BENEATH PAVEMENT, CONCRETE, FOUNDATIONS, WALLS, ETC. SHALL BE INSTALLED IN SLEEVES. SEE DETAILS AND SPECIFICATIONS FOR TYPE. SIZE TO PROVIDE A MINIMUM OF 25% VOID SPACE IN SLEEVE AFTER PIPES ARE INSTALLED.

CALL BEFORE YOU DIG

CITY OF UKIAH PUBLIC WORKS
Call:
707-463-6280

UNDERGROUND SERVICE ALERT
of Northern California
Call: TOLL FREE
1-800-227-2600

TWO WORKING DAYS BEFORE YOU DIG

NORTH

0 40 80
SCALE: 1" = 40'

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SHEET 13 OF 14

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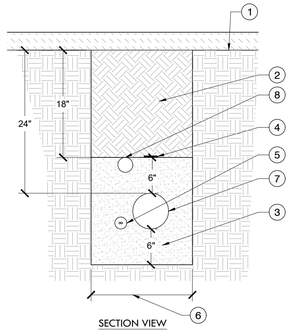
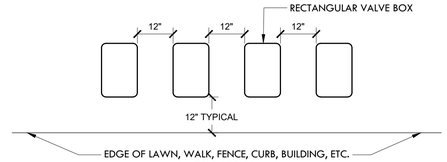


SECTION VIEW

1. FINISH GRADE PER LANDSCAPE PLAN.
2. APPROVED BACKFILL PER PLANTING PLAN.
3. SAND BACKFILL, MINIMUM 6" ABOVE AND BELOW MAIN LINE WITH MINIMUM 6" BACKFILL.
4. MAIN LINE DETECTION TAPE: T.CHRISTY MODEL TA-DT-3-BIRR OR APPROVED EQUAL. INSTALL ABOVE IRRIGATION MAIN LINE PIPE PER MANUFACTURER'S SPECIFICATIONS.
5. PVC SCHEDULE 40 CONDUIT WITH WIRE CABLE AND PULL TAPE, SIZE PER PLANS.
6. WIDTH AS REQUIRED TO MAINTAIN MINIMUM 4" HORIZONTAL SEPARATION FROM PIPE TO PIPE AND PIPE TO TRENCH WALL. NO PIPE SHALL BE LAID OVER ANOTHER.
7. IRRIGATION MAIN LINE. SIZE AND TYPE PER PLAN. 24" MINIMUM COVER.
8. PVC LATERAL, SIZE AND TYPE PER PLAN. 18" MINIMUM COVER.

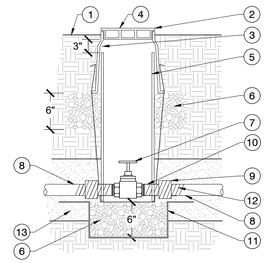
1 TRENCHING
L4.1 NOT TO SCALE



TOP VIEW

NOTES:
1. CENTER VALVE BOX OVER REMOTE CONTROL VALVE TO FACILITATE SERVICING VALVE.
2. SET REMOTE CONTROL VALVE AND VALVE BOX ASSEMBLY IN LEVEL AREA OF PLANTER OR TURF AS SHOWN ON PLAN. NO IRRIGATION BOXES SHALL BE INSTALLED IN CONCRETE, SIDEWALKS, PATHS, ROAD WAYS, ETC.
3. SET VALVE BOXES ON LEVEL BED, 6" DEEP OF 3/4" CRUSHED ROCK. PLACE 1/4" GALVANIZED WIRE MESH DIRECTLY BENEATH VALVE BOX ON TOP OF GRAVEL LEVELING BED.
4. SET BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO EDGE OF LAWN, WALK, FENCE, CURB, BUILDING, ETC.
5. AVOID HEAVILY COMPACTING SOIL AROUND VALVE BOXES TO PREVENT COLLAPSE AND DEFORMATION OF VALVE BOX SIDES.
6. INSTALL VALVE BOX EXTENSION BY VALVE BOX MANUFACTURER AS REQUIRED TO COMPLETELY ENCLOSE VALVE ASSEMBLY.
7. SET TOP OF BOX ABOVE SUB-GRADE: 3-1/4" FOR DECOMPOSED GRANITE AREAS; 1-1/2" IN TURF AREAS. SET VALVE BOX HEIGHT TO MATCH GRADE OF ADJACENT HARDSCAPE.
8. VALVE BOXES IN TURF SHALL BE GREEN, VALVE BOXES IN DECOMPOSED GRANITE SHALL BE TAN.
9. GROUP VALVES TOGETHER AS SHOWN ON PLAN AND NOT TO EXCEED 3 VALVE BOXES IN ONE LOCATION. STAKE LOCATION OF VALVES BOXES WITH DIMENSIONS OF AREA REQUIRED FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
10. NO VALVES OR VALVE BOXES SHALL BE INSTALLED WITHIN SIX (6) FEET OF AN EXITING OR NEW TREE LOCATION.

2 IRRIGATION BOX LAYOUT
L4.1 NOT TO SCALE

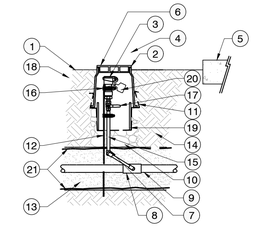


SECTION VIEW

1. FINISH GRADE
2. SET TOP OF BOX ABOVE FINISH GRADE: 1/2" IN SEED, 1-1/2" IN SOD, 3-1/2" IN PLANTER OR DECOMPOSED GRANITE
3. ALLOW 3" BETWEEN TOP OF THE INTERIOR VALVE BOX COVER AND PVC PIPE
4. GREEN PLASTIC VALVE BOX WITH BOLT DOWN LOC-KIT; CARSON MODEL 910 OR APPROVED EQUAL
5. 8" DIAMETER PVC PIPE; LENGTH AS NEEDED
6. 3/4" CRUSHED ROCK; 6" MINIMUM DEPTH
7. BALL VALVE, SIZE PER PIPE SIZE; WITH BRONZE CROSS HANDLE. SEE SPECIFICATIONS.
8. PVC SCHEDULE 40 OR CLASS 315 MAIN LINE AS PER PLAN
9. PVC SCHEDULE 40 COUPLER
10. PVC SCHEDULE 80 T.O.E. NIPPLE
11. 1/4" GALVANIZED WIRE CLOTH
12. WRAP ALL PVC PIPE EXPOSED TO CRUSHED ROCK WITH 20MIL CORROSION RESISTANT TAPE.
13. SAND BACKFILL; 6" ABOVE AND BELOW MAIN LINES

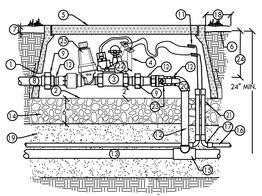
NOTES:
1. GATE VALVES 2" AND SMALLER SHALL BE THREADED.
2. WHEN THE MAIN LINE IS TERMINATED AT THE VALVE, EXTEND MAIN LINE 48" BEYOND VALVE BOX AND CAP.

3 GATE VALVE
L4.1 NOT TO SCALE



1. FINISH GRADE
2. SET TOP OF BOX ABOVE SUBGRADE: 2-1/4" DECOMPOSED GRANITE; 1-1/2" IN TURF. SET VALVE BOX HEIGHT TO MATCH GRADE OF ADJACENT HARDSCAPE
3. QUICK COUPLING VALVE WITH LOCKING YELLOW RUBBER COVER
4. SET VALVE BOX 12" MIN. FROM EDGE OF HARDSCAPE
5. CURB, HEADER OR PAVING WHERE APPLICABLE
6. CONCRETE VALVE BOX WITH TL STYLE LOCKING COVER
7. MANUFACTURED TRIPLE SWING JOINT, KBI MODEL TSA-1000- TT OR APPROVED EQUAL
8. SELF RESTRAINED FITTINGS; LEEMCO SERIES RF OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S SPECIFICATIONS.
9. PVC MAIN LINE; TYPE AND SIZE PER PLAN
10. 3/4" CRUSHED ROCK, 6" MINIMUM DEPTH
11. 1/4" GALVANIZED WIRE CLOTH
12. 1-1/2" ANGLE IRON; SECURE TO QUICK COUPLER VALVE WITH STAINLESS STEEL HOSE CLAMPS AND SCREWS (TYP. 2 PLCS.)
13. SAND BACKFILL; 6" ABOVE AND 6" BELOW MAIN LINE WRAPPED WITH GEOTEXTILE FABRIC
14. UNDISTURBED SUBGRADE OR COMPACTED BACKFILL PER SPECIFICATIONS
15. PVC SCHEDULE 80 NIPPLE; LENGTH AS NEEDED
16. STAINLESS STEEL HOSE CLAMP WITH STAINLESS STEEL SCREWS (TYP. 2 PLCS.)
17. 1" FULL PORT BALL VALVE; INSTALL WITH MIN. 6" CLEARANCE ABOVE GRAVEL SO LEVER HANDLE CAN OPEN AND CLOSE FOR OPERATION AND MAINTENANCE.
18. DISTANCE BETWEEN QUICK COUPLER COVER AND TOP OF VALVE BOX SHALL ALLOW QUICK COUPLER KEY TO ROTATE IN FULL CIRCLE WITHOUT INTERFERENCE.
19. 12" HDPE SMOOTH INTERIOR WALL PIPE SLEEVE. INSTALL WITH SQUARE CUT 4" ABOVE GRAVEL INSIDE VALVE BOX WITH ENOUGH ROOM TO OPERATE BALL VALVE.
20. T.CHRISTY ID TAG MODEL ID-MAX-82-NP012. ATTACH TO VALVE STEM USING NYLON CABLE TIE.
21. WRAP MAIN LINE TRENCH IN GEOTEXTILE FABRIC, INSTALL 6" SAND BELOW AND ABOVE MAINLINE, OVERLAP GEOTEXTILE FABRIC ON TOP, BACKFILL WITH APPROVED MATERIAL. TYPICAL FOR MAIN LINE TRENCH. SEE SPECIFICATIONS.

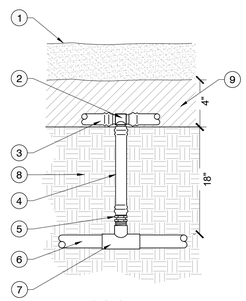
4 QUICK COUPLER VALVE
L4.1 NOT TO SCALE



SECTION VIEW

1. TRIM VALVE BOX TO PROVIDE 1" CLEARANCE OVER PIPE
2. 1/4" GALVANIZED WIRE CLOTH - INSTALL ON TOP OF CRUSHED DRAIN ROCK 6" BEYOND EDGE OF VALVE BOX IN ALL DIRECTIONS
3. REMOTE CONTROL VALVE ASSEMBLY; NORMALLY OPEN. SIZE AND MODEL PER PLAN.
4. LOCKING WATERPROOF WIRE CONNECTOR, DBR/Y-6 OR APPROVED EQUAL.
5. CARSON PLASTIC VALVE BOX 1220 WITH LOCK KIT AND L-BOLT, GREEN OR APPROVED EQUAL. VALVE BOX TO BE LARGE ENOUGH TO ENCLOSE ENTIRE VALVE ASSEMBLY. LID MARKED IRRIGATION.
6. FINISH GRADE - SEE GRADING PLAN.
7. SET TOP OF BOX ABOVE SUBGRADE: 3-1/4" DECOMPOSED GRANITE; 1-1/2" IN TURF. SET VALVE BOX HEIGHT TO MATCH GRADE OF ADJACENT HARDSCAPE.
8. PVC LATERAL LINE; SIZE AND TYPE PER PLAN. PROVIDE 18" LENGTH PRIOR TO FIRST FITTING.
9. SCHEDULE 80 PVC UNION, SXS (TYP. 2 PLCS.)
10. PVC SCHEDULE-80 90 DEG ELBOW, SXS
11. 12 GA COMMON WIRE (WHITE), 14 GA CONTROL WIRE (RED) PER SPECIFICATIONS - PROVIDE 24" SPARE LOOP WRAPPED NEAT ALONG INTERIOR VALVE BOX. INSTALL (1) SPARE 12 GA COMMON WIRE (GREEN) AND (1) SPARE 14 GA CONTROL WIRE (YELLOW) ALONG ENTIRE MAIN LINE AND LOOPED INTO EACH VALVE BOX.
12. PVC SCHEDULE 80 T.O.E. NIPPLE, LENGTH AS NEEDED, MIN. 6" LENGTH
13. PVC MAIN LINE; SIZE AND TYPE PER PLAN. 24" MINIMUM COVER. SEE SPECIFICATIONS.
14. 3/4" CRUSHED ROCK; 6" DEPTH. EXTEND 6" BEYOND VALVE BOX IN ALL DIRECTIONS.
15. SCHEDULE 80 PVC TEE (SxSxS)
16. 3" PVC SCHEDULE 40 CONDUIT
17. 3" PVC SCHEDULE 40 CONDUIT SWEEP, COUPLED BOTH ENDS
18. 12" FROM HARDSCAPE
19. SAND BACKFILL; 6" ABOVE AND 6" BELOW MAIN LINE, PER SPECIFICATIONS
20. PVC SCHEDULE 80 ELBOW, SXS
21. 3" PVC SCHEDULE 40 CONDUIT RISER. INSTALL COUPLERS AT END, CLR 2" ABOVE DRAIN ROCK
22. T.CHRISTY ID TAG MODEL ID-STD-Y2; YELLOW PRINTED WITH CONTROLLER/VALVE NUMBER ON 2 SIDES AND ID-MAX-82-NP012. ATTACH BOTH TAGS TO VALVE STEM USING NYLON CABLE TIE.
23. PVC SCH80 BALL VALVE, SIZE PER VALVE SIZE
24. HEIGHT BELOW GRADE TO ALLOW MIN. 3" CLR FROM VALVE TO BOTTOM OF VALVE BOX LID. USE PVC 45 DEG ELBOWS DOWNSTREAM OF VALVE TO OBTAIN 18" COVER ON LATERALS.
25. HY100 SCREEN FILTER, 100 MESH

5 REMOTE CONTROL DRIP ZONE ASSEMBLY
L4.1 NOT TO SCALE



SECTION VIEW

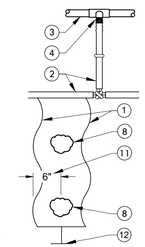
1. FINISH GRADE- SEE LANDSCAPE PLAN
2. DRIP LINE TEE
3. DRIP LINE ON SURFACE WHERE OCCURS; DRIP LINE MANUFACTURER PER PLAN
4. BLANK TUBING, LENGTH AS NEEDED
5. 3/4" MALE ADAPTER
6. PVC SCHEDULE 40 SUB HEADER
7. PVC SCHEDULE 40 TEE WITH 3/4" THREADED OUTLET
8. UNIFORMLY PREPARED SUBGRADE COMPACTED TO 90% RELATIVE DENSITY. SEE DRIP LINE MANUFACTURER'S SPECIFICATIONS.
9. 4" APPROVED BACKFILL

NOTE:
SECURE DRIP LINE TO FINISH GRADE USING 6" WIRE STAPLES INSTALL WIRE STAPLES EVERY THREE (3) FEET.

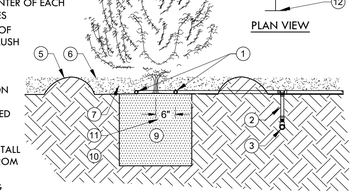
6 PIPE TRANSITION POINT TO DRIP LINE
L4.1 NOT TO SCALE

1. DRIP LINE - MANUFACTURER AND MODEL PER PLAN. INSTALL TWO LINES WITH ALTERNATING EMITTER PATTERN.
2. BLANK DRIP LINE TO PVC LATERAL AND IN BETWEEN DRIP LINE RUNS AS NEEDED; NOT TO EXCEED 48" IN LENGTH, WITH 6" GALVANIZED STAPLES EVERY 36" AND AT JOINTS
3. PVC LATERAL LINE
4. TRANSITION. SEE PIPE TRANSITION POINT TO DRIP LINE DETAIL
5. WATER RETENTION BERM AS PER PLANTING PLAN
6. FINISH GRADE
7. TOP DRESSING PER PLANTING PLAN
8. SHRUB/TREE PLANTING PER PLANTING PLAN
9. PLANTING HOLE BACKFILL MIX PER PLANTING PLAN
10. NATIVE SUBGRADE
11. RUN DRIP LINE 6" FROM CENTER OF EACH TREE/SHRUB ON BOTH SIDES
12. DRIP FLUSH VALVE AT END OF EACH DRIP LINE RUN, SEE FLUSH VALVE DETAIL

NOTES:
1. ALL DRIPLINE SHALL BE LEFT ON GRADE
2. BLANK LEADER NOT TO EXCEED 48" IN LENGTH
3. LOCATE DRIP LINE WITHIN WATER RETENTION BERM. INSTALL MINIMUM DISTANCE OF 6" FROM BASE OF SHRUB/TREE
4. ALL DRIP LINE/BLANK TUBING JOINTS SHALL HAVE BARB FITTINGS AS NEEDED

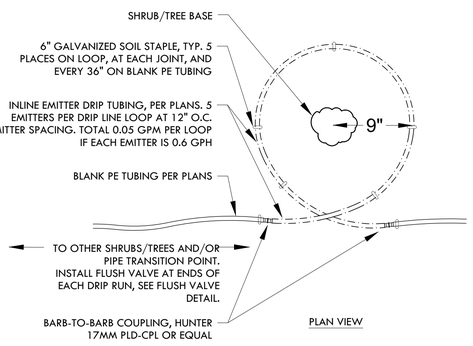


PLAN VIEW



SECTION VIEW

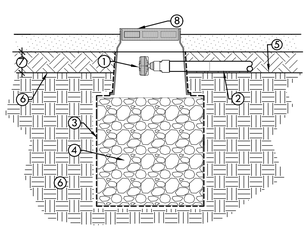
7 TREES/SHRUBS DRIP - TWO LINES
L4.1 NOT TO SCALE



PLAN VIEW

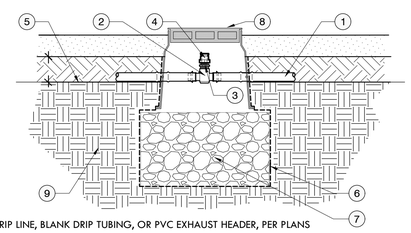
NOTES:
1. INSTALL LOOP AT A DISTANCE OF 9" FROM PLANT CENTER.

8 TREES/SHRUBS DRIP - SINGLE LOOP
L4.1 NOT TO SCALE



1. AUTOMATIC FLUSH VALVE PER MANUFACTURER'S SPECIFICATION
2. PVC EXHAUST HEADER OR DRIP LINE PER PLAN
3. GEO-TEXTILE FILTER FABRIC; ENCASE DRAIN SUMP AND STAPLE TO EXTERIOR OF VALVE BOX.
4. 3/4" CRUSHED ROCK DRAIN SUMP; 2' DIA. X 2' DEPTH.
5. FINISH GRADE - SEE LANDSCAPE PLAN
6. UNDISTURBED SUBGRADE
7. 4" BACKFILL LAYER; COMPACTED TO SAME DENSITY AS SUBGRADE
8. ROUND PLASTIC VALVE BOX CARSON MODEL 708 GREEN OR APPROVED EQUAL

9 DRIP FLUSH VALVE
L4.1 NOT TO SCALE



1. DRIP LINE, BLANK DRIP TUBING, OR PVC EXHAUST HEADER, PER PLANS
2. DRIPLINE TEE ADAPTER
3. 3/4" X 1/2" REDUCER BUSHING
4. AIR RELIEF VALVE PER MANUFACTURER'S SPECIFICATION. INSTALL AT HIGH POINTS ON DRIP LINE
5. FINISH GRADE, SEE LANDSCAPE PLAN
6. GEO-TEXTILE FILTER FABRIC; SURROUND AGGREGATE AND STAPLE TO EXTERIOR OF VALVE BOX.
7. 3/4" CRUSHED ROCK; 6" DEPTH. EXTEND 6" BEYOND VALVE BOX IN ALL DIRECTIONS.
8. ROUND PLASTIC VALVE BOX CARSON MODEL 708 GREEN OR APPROVED EQUAL
9. UNDISTURBED SUBGRADE

10 AIR RELIEF VALVE
L4.1 NOT TO SCALE

MDG MELTONDESIGNGROUP INC
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meltondg.com

LICENSE

REGISTERED LANDSCAPE ARCHITECT GREG MELTON #4377 EXP. 11-24 STATE OF CALIFORNIA

CONSULTANT

CLIENT

CITY OF UKIAH

PROJECT

RIVERSIDE PARK REGENERATION

SHEET TITLE

IRRIGATION DETAILS

DATES

NO.	DESCRIPTION	DATE
1.	30% CD's	03-29-2022
2.	90% CD's	08-18-2023
3.	100% CD's	04-19-2024
4.	--	--
5.	--	--
6.	--	--
7.	--	--
8.	--	--

PROJECT NUMBERS

MELTON DESIGN GROUP: 2369

SHEET NUMBER

L4.1

SHEET 14 OF 14

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FILE NAME: G:\MDG(2300-2399)\2369 Riverside Park Regeneration - Ukiah\2369 CAD\2369 CDs\SHEETS\2369-L4.0-IRRG-PLAN.dwg
PLOT DATE: April 16, 2024 - 10:06 AM

RIVERSIDE PARK REGENERATION PROJECT

CITY OF UKIAH PROJECT NO. 24-05

TECHNICAL SPECIFICATIONS TABLE OF CONTENTS

DIVISION 2 SITE CONSTRUCTION

02100	DEMOLITION
02230	SITE CLEARING
02260	LANDSCAPE GRADING
02300	EARTHWORKS
02315	WETLAND GRADING
02811	IRRIGATION
02905	LANDSCAPE INSTALLATION
02905.10	HYDROSEED
02970	LANDSCAPE MAINTENANCE

SECTION 02100
DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work includes, but is not limited to the following:

1. The Contractor shall provide all equipment, tools, materials, and labor necessary to complete the Work.

2. Completely coordinate with Work of all other trades.

3. Provide protection for all existing objects or conditions designated on the Drawings to remain on the site.

4. Provide protection to prevent injury or damage to persons or adjacent properties.

5. Remove and dispose of debris piles from the site as indicated in the drawings.

6. Comply with applicable codes and ordinances concerning demolition operations.

B. Definition: The term "demolition", as used herein, includes the removal and disposal of all existing objects (except for those objects designated to remain) down to the existing grade level or sub-grade level to the extent indicated on the plans or as otherwise required to permit new construction and all other Work as described in this Section necessary to complete all Demolition Work.

C. Use of explosives will not be permitted.

D. Related Attachment: Soil Sampling Report June 2022

1.02 PERMITS, ORDINANCES, ETC.

Procure and pay for all necessary permits or certificates required to complete the Demolition Work specified. Make any and all required notifications and comply with all applicable Federal, State, and Local ordinances concerning demolition operations.

1.03 JOB CONDITIONS

Visit the site and examine the existing conditions and observe the conditions under which the Work is to be performed. Notify the Owner's Representative of unsatisfactory conditions and do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Owner's Representative. Note all conditions as to character and extent of Work involved.

1.04 PROTECTION

A. Execute all Demolition Work in an orderly and careful manner with due consideration for any existing condition designated to remain. Provide protection to preserve existing items indicated to remain and to prevent injury or damage to persons or adjacent properties.

B. Use all means necessary to protect existing conditions designated to remain and adjacent properties. Avoid any encroachment on adjacent properties. In the event of damage or loss to any existing condition designated to remain or adjacent properties, immediately make all repairs and replacements necessary to the approval of the City at no additional cost to City.

C. Do not interfere with the normal traffic on roads, streets, walks, or use of adjacent properties. Provide alternate routes around closed or obstructed traffic ways as required by governing regulations.

D. Protect existing trees per plans

1.05 CUTTING AND PATCHING

Cut existing sidewalks, roads, and curbs as required to complete Demolition Work. Pavement shall be cut vertically along straight lines forming the edges of the Demolition Work and so as not to damage the adjacent pavement. Repair all pavement as specified in Sections of the specification covering the applicable trades.

1.06 DUST CONTROL

Use all means necessary to prevent the spread of dust during performance of the Work of this Section; thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of other work on the site.

PART 2 - PRODUCTS

2.01 OTHER MATERIALS

All other materials not specifically described but required for proper completion of the Work of this Section, shall be as selected by the Contractor subject to approval by the Owner's Representative.

PART 3 - EXECUTION

3.01 PREPARATION

A. Notification - Notify the Owner's Representative at least two (2) full working days prior to commencing the Work of this Section.

B. Site Observation

1. Prior to all Work of this Section, carefully observe the entire site for all objects designated to be removed and to be preserved.

2. Contact the Underground Service Alert (U.S.A.) at 1-800-642-2444 to stake and mark the location of all existing utilities prior to the beginning of Work.

3. Locate all existing utility lines indicated on the Drawings to remain and determine the requirements for their protection.

4. Locate, if any, all-existing utility line indicated on the Drawings to be disconnected and capped and determine all requirements for disconnecting and capping.

C. Clarification

1. The Drawings do not purport to show all objects existing on the site.

2. Before commencing the Work of this Section, verify with the Owner's Representative all objects to be removed and all objects to preserve.

D. Scheduling

1. Schedule all Work in a careful manner with all necessary consideration for adjacent properties and the general public.

2. Avoid interference with the use of, and passage to and from adjacent properties.

3. Conduct operations so as not to interfere with the use of adjacent roads, streets, drives, walks, service lines, etc.

E. Disconnection of Utilities

Before starting site construction, arrange for the disconnection of all utility lines designated to be removed, relocated, or capped with the appropriate utility company. Utility company services for this Work shall be paid for by the Contractor.

F. Protection of Utilities

Retain and protect in operating condition all active utilities traversing the site designated to remain.

3.02 DEMOLITION OF OBJECTS

A. Remove and dispose of all existing objects (except for those objects designated to remain) down to existing grade level or subgrade level to the extent indicated or as otherwise required to permit new construction.

3.03 BACKFILL AND COMPACTION

All excavations left by the Demolition Work shall be filled and compacted to make the surface at these points conform in contour and density to that of the surrounding ground, and as specified in Geotechnical report.

3.04 DISPOSAL OF DEBRIS

A. All material removed under this Contract, which is not to be salvaged or reused, or otherwise specified on the Plan shall become the property of the Contractor and be promptly disposed of. It shall be the responsibility of the Contractor to procure dumping facilities or other means of disposal for all items specified to be removed from the site. Storing or permitting refuse to accumulate on the site will not be permitted.

B. Disposal of all materials from the site shall be done in a lawful manner. Transport all refuse materials from the site without spilling on the streets.

C. Burning of refuse material on the site will not be permitted.

END OF SECTION

SECTION 02230

SITE CLEARING

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, material, equipment and services necessary to provide all work, complete in place, as indicated on Drawings and specified herein.

Work specified in this Section includes, but is not limited to the following:

1. Site preparation.
2. Tree protection.
3. Restore damaged improvements to original condition.
4. Existing Utilities.
5. Clearing and Grubbing.
6. Removing topsoil.
7. Removing existing improvements.
8. Backfill requirements.
9. Disposing of objectionable material.

B. Related Work Specified in Other Sections

1. SECTION 02300 – EARTHWORK.

C. Related Documents

3. Section 31 1000 – Site Clearing.

D. Definitions

1. ANSI: American National Standards Institute.

2. CAL-OSHA: California Occupational Safety and Health Administration.

3. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2-inches in diameter; and free of weeds, roots, and other deleterious materials.

1.02 SUBMITTALS

A. Project Record Documents: Record actual locations of pipe mains, valve, connections and invert elevations. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.03 QUALITY ASSURANCE

A. Do not remove or prune trees without written approval from Owner.

B. Prune to the standards of the International Society of Arborists and to ANSI 300.

1.04 PROJECT CONDITIONS

A. Except for materials indicated to be stockpiled or to remain the Owner's property, cleared materials are the Contractor's property. Remove cleared materials from site and dispose of in lawful manner.

B. Unidentified Materials; if unidentified materials are discovered, including hazardous materials that will require additional removal other than is required by the Contract Documents, immediately report the discovery to the Owner.

C. If necessary, the Owner will arrange for any testing or analysis of the discovered materials and will provide instructions regarding the removal and disposal of the unidentified materials.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

A. Backfill excavations resulting from demolition operations with on-site or import materials conforming to structural backfill defined in Section 02300 – Earthwork.

PART 3 EXECUTION

3.01 SITE PREPARATION

A. Protect and maintain benchmarks and survey control points during construction.

B. Locate and clearly flag trees and vegetation to remain or to be relocated.

C. Protect existing site improvements to remain during construction.

D. Verify existing conditions at the site and include all work evident by site inspection whether or not shown on the Drawings.

3.02 TREE PROTECTION

A. Erect and maintain temporary fence around drip line of individual trees or around perimeter drip line of groups of trees to remain. Remove fence when construction is complete.

B. Do not store construction materials, debris, or excavated material within drip line of remaining trees.

C. Do not permit vehicles or equipment within drip line of remaining trees.

D. Do not excavate within drip line of remaining trees, unless otherwise indicated.

E. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation edge as possible.

1. Cover exposed roots with burlap and water regularly.

2. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3. Coat cut faces of roots more than 1-1/2-inches in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.

4. Cover exposed roots with wet burlap to prevent roots from drying out. Backfill with soil as soon as possible.

F. Also see Tree Protection requirements outlined on Construction Drawings.

3.03 RESTORATION

A. Restore damaged improvements to their original condition, as acceptable to the Owner.

B. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, as directed by the Owner.

1. Employ a qualified, licensed arborist, to submit details of proposed repairs and to repair damage to trees and shrubs.

2. Replace trees that cannot be repaired and restored to full-growth status, as

determined by the Owner.

3.04 UTILITIES

A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed or abandoned.

B. Arrange to shut off indicated utilities with utility companies or verify that utilities have been shut off.

C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless authorized in writing by the Owner, and then only after arranging to provide temporary utility services according to requirements indicated.

D. Coordinate utility interruptions with utility company affected.

E. Do not proceed with utility interruptions without the permission of the Owner and utility company affected. Notify Owner and utility company affected two working days prior to utility interruptions.

F. Excavate and remove underground utilities that are indicated to be removed.

G. Securely close ends of abandoned piping with tight fitting plug or wall of concrete minimum 6-inches thick.

3.05 CLEARING AND GRUBBING

A. Clear the site and remove obstructions, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.

B. Remove trash, debris, logs, concrete, masonry and other waste materials.

C. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.

D. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18-inches below subgrade.

E. Use only hand methods for grubbing within drip line of remaining trees.

F. In areas not to be further excavated, fill depressions resulting from site clearing. Place and compact satisfactory soil materials per the geotechnical investigation report.

G. Clear undergrowth and deadwood without disturbing subsoil.

3.06 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.

C. Remove trash, debris, weeds, roots, and other waste materials.

D. Stockpile topsoil materials designated to remain on site at a location approved by the Owner at a location away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.

E. Do not stockpile topsoil within drip line of remaining trees.

3.07 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

B. Remove slabs, paving, curbs, and gutters, as indicated. Where concrete slabs, curb, gutter and asphalt pavements are designated to be removed, remove bases and subbase to surface of underlying, undisturbed soil.

C. Unless the existing full-depth joints coincide with line of pavement demolition, neatly saw-cut to full depth the length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.

D. Remove driveways, curbs, gutters and sidewalks by saw cutting to full depth. If saw cut falls within 30-inches of a construction joint, expansions joint, score mark or edge, remove material to joint, mark or edge.

3.08 BACKFILL

A. Place and compact material in excavations and depressions remaining after site clearing in conformance with Section 02300 – Earthwork.

3.09 DISPOSAL

A. Remove surplus unsuitable soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off the Owner's property.

END OF SECTION

SECTION 02260
LANDSCAPE GRADING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Provide all labor, materials services and equipment indicated on Drawings and/or herein specified to complete all Landscape Grading Work

B. Landscape grading shall consist of using floodplain and wetland excavation soil to create landscape berming, ripping, establishing finish grade to conform to the contours, grades, line and shapes of rough grades established on grading plans. Work may also include loosening of compacted soils created during the course of construction.

C. Land alteration of existing topographic conditions to conform to the contours, grades, lines and shapes indicated on Construction Drawings.

D. Contractor shall furnish, place and settle all required backfill material to conform to the contours, grades, lines and shapes as indicated on the Drawings.

1.02 RELATED WORK

A. SECTION 02905 - LANDSCAPE INSTALLATION
B. SECTION 02315 – WETLAND GRADING
C. Related Attachment: Soil Sampling Report June 2022

1.03 DEFINITIONS

A. Finish grade: Finish grade: Finish grade shall mean the establishment of grades to .04 feet plus or minus.

B. Grading intent: Spot elevations (grades) and contours are indicated based on the best available data. The drawings are referenced to provide site grading data. The intent is to maintain constant slopes between spot elevations. If a spot elevation is determined to be in error, or if the difference in elevation between points changes, contact the City immediately for field adjustments of spot elevations.

1.04 JOB CONDITIONS

A. Visit the project site and examine the existing conditions under which the Work is to be performed. Note all conditions, as to character and extent of Work involved. This may include pot holing to determine depth of bedrock.

B. In areas of proposed soil excavation the material to be removed is believed to consist of clays, silts, sands, concrete, debris, cobble, and unknown fill material. The Owner

has no knowledge of the existence of artificial obstructions of a size or character that would necessitate the use of special equipment for their removal.

1.05 EXISTING UTILITIES

A. Contractor is responsible to contact U.S.A (800-227-2600) to stake and mark the location of all existing utilities before commencing Work. Pothole as required to determine and verify location and depth.

B. Retain and protect in operating condition all active utilities traversing the site designated to remain.

1.06 PROTECTION OF EXISTING CONDITIONS and ADJACENT PROPERTIES

A. Use all means necessary to protect existing conditions designated to remain, newly constructed conditions and adjacent properties. Avoid any encroachment on adjacent properties.

B. Prevent damage to existing benchmarks, pavement, and utility lines. In the event of damage or loss immediately make all repairs and replacements required to the City's approval at no additional cost to the City.

1.07 QUALITY ASSURANCE

A. Finish grade shall conform to contours, grades, lines and shapes, as indicated on Architect's Drawings, with uniform slopes between finish grades or between finish grades and existing grades.

B. Establish finish landscape grades in a continuous, uniform line, resulting in a uniform surface with no ridges, birdbaths or low spots.

C. Finish landscape grade tolerance shall be .04 feet plus or minus of final grades indicated on Drawings.

D. Slope grade away from structures a minimum of two (2) percent in five (5) feet horizontal distance unless otherwise indicated on Drawings, or Architect's plans.

PART 2 - PRODUCTS

2.01 ONSITE MATERIAL

A. Suitable existing onsite soil excavated from floodplain per SECTION 02315 – WETLAND GRADING shall be used as fill material.

PART 3 - EXECUTION

3.01 GENERAL

A. Conduct work in an orderly manner. Dirt shall not be permitted to accumulate on streets or sidewalks or to be washed into storm drains.

B. Use all means required to prevent the erosion of freshly graded areas during construction and until such a time as proposed hard surfaces and landscaping have been constructed.

C. Excess on site material after material has been used to bring site to finished grade shall be removed and legally disposed of off site.

D. If there is not enough site material to bring site to grade, contractor shall import topsoil.

3.02 RIPPING

A. If, during the course of construction, landscape areas become compacted to greater than 90% relative density, landscape areas with the exception of areas beneath the canopies of existing trees shall be ripped and cross-ripped to a depth of 12 inches.

B. Rip and cross rip to a depth of 12 inches all areas exposed by engineering cut operations.

C. Rip to a depth of 12 inches: all areas to receive fill soil and all areas where existing asphalt was removed.

3.04 FINISH LANDSCAPE GRADING

A. Finish grade shall conform, after settling, to shapes, spot elevations and contours as indicated on Architect's Drawings, with uniform levels or slopes between finish elevations or between finish elevations and existing elevations.

B. All fill shall be compacted to between 85 and 90 percent relative compaction at a moisture content of at least 3 percent over the optimum moisture content. During all compacting operations, the Contractor shall maintain optimum moisture content so that the specified relative compaction is obtained in each lift as the lift is compacted. Maintain moisture content uniform throughout the lift. Fill compaction by ponding and jetting will not be permitted.

C. Fine grade all planting areas to a smooth, loose and uniform surface. Remove all asphalt and dispose of offsite. Remove all concrete found in specified grading areas to create a smooth surface. Finish grades shall slope to drain, without water pockets

or irregularities (humps or hollows). Grades shall be a uniform slope between points of fixed elevation establishing vertical curves at abrupt changes in slope.

D. Hydroseed areas shall be graded one inch below adjacent paved areas, sidewalks, valve boxes, headers, drains, etc. in order to receive hydroseed.

3.05 FINISH LANDSCAPE GRADING OBSERVATION

A. Soil preparation: comply with SECTION 02905 - LANDSCAPE INSTALLATION prior to finish grading operations

B. Finish grade shall conform, after compaction, to shapes, spot elevations and contours as indicated on Drawings, with uniform levels or slopes between finish elevations or between finish elevations and existing elevations.

C. The project may not be accepted as complete if finished grade is outside the limits of the tolerances for landscape grading. The Owner's Representative may require the Contractor to conduct additional work at his expense to complete excavation and fill to the lines and grades indicated, within these tolerances, and conduct surveying to demonstrate conformance with the desired finished grades.

C. The Contractor is responsible to spread excess excavated soil material from plant pits in surrounding areas.

D. Fine grade topsoil in all planting areas eliminating rough and low areas to insure positive drainage, to a smooth, loose and uniform surface. Maintain levels, profiles and contours of sub-grades.

END OF SECTION

SECTION 02300

EARTHWORK

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, material, equipment, and services necessary to provide all work, complete in place, as indicated on Drawings and specified herein.

Work specified in this Section includes, but is not limited to the following:

1. Rough Grading of site, Excavating, backfilling and grading, as required to obtain contours and elevations indicated on the Drawings.

2. Subgrade preparation.

3. Compaction and Testing.

4. Protection.

5. Disposal.

B. Related Work Specified in Other Sections

1. SECTION 02230 – SITE CLEARING

2. SECTION 02324 – TRENCHING

C. Related Documents

1. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; American Association of State Highway and Transportation Officials; 1997.

2. ASTM D 698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)); 2000a.

3. ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2000.

4. ASTM D 1557 - Standard Test Methods for Laboratory Compaction

Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN m/m3)); 2000.

5. ASTM D 2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; 1994.

6. ASTM D 2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregates; 1995.

7. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 1996.

8. ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth); 1996.

9. Geotechnical Investigation for site is available in accordance with Information Available to Bidders.

D. Definitions

1. Borrow: Approved soil material imported from off-site for use as Structural Fill or Backfill.

2. Excavation: Removal of material encountered above subgrade elevations.

   a. Authorized Over-Excavation: Excavation below subgrade elevations or beyond indicated horizontal dimensions as shown on plans or authorized by the Owner's Representative.

   b. Unauthorized Over-Excavation: Excavation below subgrade elevations or beyond indicated horizontal dimensions without authorization by the Owner's Representative. Unauthorized excavation shall be without additional compensation.

4. Structural Backfill: Soil materials approved by the Owner's Representative and used to fill excavations resulting from removal of existing below grade facilities, including trees. See Section 02324 – Trenching for trench backfill.

5. Structural Fill: Soil materials approved by the Owner's Representative and used to raise existing grades.

6. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material ¾-cubic yards or more in volume that when tested by an independent geotechnical testing agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100 blows/2-inches.

7. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs,

mechanical and electrical appurtenances, or other man made stationary features constructed above or below grade.

8. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, base or topsoil materials.

9. Unsuitable Material: Any soil material that is not suitable for a specific use on the Project. The Owner's Representative will determine if a soil material is unsuitable.

10. Utilities: underground pipes, conduits, ducts and cables.

1.02 SUBMITTALS

A. Follow submittal procedures outlined in Section 01330 – SUBMITTAL

PROCEDURES.

B. Submit material certificates signed by the material producer and the Contractor, certifying that each material item complies with, or exceeds the specified requirements.

C. Project Record Documents: Record actual locations of pipe mains, valves, connections, and invert elevations. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.03 QUALITY ASSURANCE

A. Testing and Inspection Service (Owner's Representative) shall provide soil testing and inspection services for quality assurance testing during earthwork operations.

B. Percentage of compaction specified shall be the minimum acceptable. The percentage represents the ratio of the dry density of the compacted material to the maximum dry density of the material as determined by the procedure set forth in ASTM D 1557.

C. Perform excavation, filling, compaction and related earthwork under the observation of the Owner's Representative. Materials placed without approval of the Owner's Representative will be presumed to be defective and, at the discretion of the Owner's Representative, shall be removed and replaced at no cost to the Owner. Notify the Owner's Representative at least 24-hours prior to commencement of earthwork and at least 48 hours prior to testing.

D. The Owner's Representative will perform observations and tests required to enable him to form an opinion of the acceptability of the Project earthwork. Correct earthwork that, in the opinion of the Owner's Representative, does not meet the requirements of these Technical Specifications.

E. Upon completion of the construction work, certify that all compacted fills and foundations are in place at the correct locations, and have been constructed in accordance with sound construction practice. In addition, certify that the materials used are of the types, quality and quantity required by these Technical Specifications. The Contractor shall be responsible for the stability of all fills and backfills constructed by his forces and shall replace portions that in the opinion of the Owner's Representative have been displaced or are otherwise unsatisfactory due to the Contractor's operations.

F. Finish soil grade tolerance at completion of grading:

1. Top surface of finish grade (unpaved areas): ±0.05 feet

1.04 PROJECT CONDITIONS

A. The Contractor shall assess and evaluate all site conditions and layout the work before any earthwork shall begin.

B. Protect open excavations, trenches, and the like with fences, covers and railings to maintain safe pedestrian and vehicular traffic passage.

C. Protect wetland (including setback area) as shown on the plans and as directed by the Environmental Consultant.

D. Prevent erosion of freshly graded areas during construction and until such time as permanent drainage and erosion control measures have been installed.

E. Temporarily stockpile fill material in an orderly and safe manner and in a location approved by the Owner.

F. Provide dust and noise control in conformance with Division 1 General Requirements.

G. Environmental Requirements: When unfavorable weather conditions necessitate interrupting earthwork operation, areas shall be prepared by compaction of surface and grading to avoid collection of water. Provide adequate temporary drainage to prevent erosion. After interruption, compaction specified in last layer shall be re-established before resuming work.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from on-site excavations.

B. Obtain approval of on-site soil materials and borrow materials to be used for structural fill or structural backfill from the Owner's Representative.

C. On-Site Structural Fill and Structural Backfill: per the County of Sacramento Construction Specifications and Geotechnical Investigation.

D. Imported Structural Fill and Structural Backfill: per the County of Sacramento Construction Specifications and Geotechnical Investigation.

PART 3 EXECUTION

3.01 GENERAL

A. Conform to Specifications as modified by the Contract Documents and the Geotechnical Investigation.

B. Surfaces to receive fill and soils to be compacted shall be free of standing water, and shall not be saturated with water.

C. Do not use explosives.

D. In asphalt concrete paved areas, neatly saw cut pavement a minimum of 24 inches beyond the limits of excavations. If edge of pavement is located within 30 inches of limit of excavation, remove pavement to existing edge.

E. Complete clearing and stripping as indicated on Drawings and in accordance with Section 02230 Site Clearing.

F. Remove existing utility lines that traverse the site as indicated on Drawings and in accordance with Section 02230 Site Clearing.

G. Scarify the upper 6 inches of the exposed subgrade-to-receive fill. The loosened soils should be uniformly moisture conditioned to one to three percent over optimum and compacted to 90 ± 2 percent relative compaction per ASTM D 1557. Compact to 95 percent in uppermost six inches of soil subgrade in pavement areas.

3.02 CONTROL OF WATER AND DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding the site and surrounding area. Provide dewatering equipment necessary to drain and keep excavations and site free from water.

B. Dewater during backfilling operation so that groundwater is maintained a least one foot below level of compaction effort.

C. Obtain the Owner's Representative's approval for proposed control of water and dewatering methods.

D. Protect subgrades from softening, undermining, washout and damage by rain or water accumulation.

E. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations.

F. Maintain dewatering system in place until dewatering is no longer required.

3.03 WET WEATHER CONDITIONS

A. Do not prepare subgrade, place or compact soil materials if above moisture content indicated on the Geotechnical Investigation.

B. If the Owner's Representative allows work to continue during wet weather conditions, conform to supplemental recommendations provided by the Owner's Representative.

3.04 BRACING AND SHORING

A. Conform to California and Federal OSHA requirements.

B. Place and maintain such bracing and shoring as may be required to support the sides of the excavations for the proper protection of workmen; to facilitate the work; to prevent damage to the facility being constructed; and to prevent damage to adjacent structures or facilities. Remove all bracing and shoring upon completion of the work.

C. Be solely responsible for all bracing and shoring and, if requested by the Owner, submit details and calculations to the Owner. The Owner may forward the submittal to the Owner's Representative, the Consulting Engineer and/or the California Division of Industrial Safety for their review. The Contractor's submittal shall include the basic design, assumed soils conditions and estimation of forces to be resisted, together with plans and specifications of the materials and methods to be used, and shall be prepared by a civil engineer or structural engineer registered in California. No excavations related to the proposed facility shall precede a response to the submittal by the Owner.

D. Be solely responsible for installing and extracting the sheathing in a manner which will not disturb the position or operation of the facility being constructed or adjacent utilities and facilities.

3.05 EXCAVATION

A. Excavate earth and rock to lines and grades shown on drawings and to the neat dimensions indicated on the Plans, required herein or as required to satisfactorily compact backfill.

B. Remove and dispose of large rocks, pieces of concrete and other obstructions encountered during excavation.

C. Where forming is required, excavate only as much material as necessary to permit placing and removing forms.

D. Provide supports, shoring and sheet piles required to support the sides of excavations or for protection of adjacent existing improvements.

E. Excavate by hand or vacuum within drip-line of trees to remain. Do not damage trees or roots. Prevent dehydration of exposed roots. Refer to Section 02230 Site Clearing for additional tree protection requirements.

F. Replace the excavated material or any approved supplementary import material in lifts not to exceed 8 inches in loose thickness and compact per the Geotechnical Investigation.

3.06 REMOVAL OF EXISTING FILLS AND UNSUITABLE MATERIAL

A. Over-excavate areas of existing fills and other unsuitable material encountered during mass grading as directed by the Owner's Representative.

B. Compensation for increased removal widths and depths that are not required by the Owner's Representative will not be considered, except when such increase is necessary for protection of life and property as determined by and approved by the Owner.

C. The Owner's Representative will provide written approval for each excavation prior to placement of fill. Allow adequate time after excavation and before filling for the Owner's Representative's review and written approval and, if necessary, time for the Owner to conduct as built survey prior to placing fill. Basis for calculating the quantity of material excavated or placed may be the difference between the grading shown on the Plan and an as built survey of the grading.

3.07 GRADING

A. Provide smooth finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated on Drawings, or between such points and existing grades.

B. Finish ditches, gutters and swales to the sections, lines and grades indicated and to permit proper surface drainage.

C. Round tops and bottoms of slopes as indicated or to blend with existing contours.

3.08 SUBGRADE PREPARATION

A. Install underground utilities and service connections prior to final preparation of subgrade and placement of base materials for final surface facilities. Extend services so that final surface facilities are not disturbed when service connections are made.

B. Prepare subgrades under paved areas, curbs, gutters, walks, structures, other surface facilities and areas to receive structural fill.

C. Prepare subgrades for paved areas, curbs and gutters by plowing or scarifying surface at least 6 inches below final subgrade elevations and 5-feet beyond edge of pavement unless specified otherwise by the Owner's Representative. Uniformly moisture condition to one to three percent over optimum moisture contents. Break clods and condition surface by harrowing or dry rolling. Remove boulders, hard ribs and solid rock. Prepare earth uniform for full depth and width of subgrade.

D. Protect utilities from damage during compaction of subgrades and until placement of final pavements or other surface facilities.

E. Obtain the Owner's Representative's approval of subgrades prior to placing pavement.

3.09 PLACEMENT OF STRUCTURAL FILL

A. Obtain the Owner's Representative's approval of surface to receive structural fill prior to placement of structural fill material.

B. Place structural fill on prepared subgrade.

C. Spread structural fill material in uniform lifts not more than 8-inches in un-compacted thickness and compact.

D. Place structural fill material to suitable elevations above grade to provide for anticipated settlement and shrinkage.

E. Overbuild fill slopes, as required by the Owner's Representative, to obtain required compaction. Remove excess material to lines and grades indicated.

F. Do not drop fill on structures. Do not backfill around, against or upon concrete or masonry structures until structure has attained sufficient strength to withstand loads imposed and the horizontal structural system had been installed.

3.10 COMPACTION AND TESTING

A. General: Control soil compaction during construction providing minimum percentage of density specified for each area classification as indicated below.

B. Percentage of Maximum Density Requirements: Compact soil to no less than the following percentages of maximum density in accordance with ASTM D 1557.

2. Lawn or Planter Areas: Compact top 6 inches of subgrade and each layer of backfill or fill material at 85 ± 2 percent relative compaction.

3. Vehicular pavements: Compact top 12 inches of subgrade and each layer of backfill or fill material at 90 ± 2 percent relative compaction. The upper 6 inches of pavement subgrade soils shall be compacted to at least 95 percent relative compaction.

C. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

1. Remove and replace or scarify and air dry soil material that is too wet to permit compaction to specified density.

2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

D. Compact soils at water content specified in the Geotechnical Investigation. Aerate material if it is too wet. Add water to material if it is too dry. Thoroughly mix lifts before compaction to ensure uniform moisture distribution.

E. Perform compaction using rollers, pneumatic or vibratory compactors or other equipment and mechanical methods approved by the Owner's Representative.

3.11 PROTECTION

A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

B. Cold Weather Protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

C. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

D. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

3.12 DISPOSAL

A. Stockpile suitable excess soil material per the Drawings and as directed by the Owner.

B. Lawfully dispose of all unsuitable excess or surplus material off-site at no cost to the Owner.

END OF SECTION

SECTION 02315
WETLAND GRADING

PART 1 - GENERAL

1.01 SUMMARY

A. This work includes but is not limited to the following:
   1. Topsoil salvage.
   2. Cobble salvage.
   3. Excavation to create a lowered wetland.
   4. Excavation of channels.
   5. Excavation and limited fill placement to create micro-depressions.
   6. Placement of Bentonite layer per limits on plans.

1.02 RELATED WORK

A. SECTION 02100: Demolition
B. SECTION 02260: Landscape Grading
C. Related Attachment: Soil Sampling Report June 2022

PART 2 - PRODUCTS

A. Native Topsoil: Native topsoil generated from onsite grading activities, segregated, and stockpiled onsite, as approved by Owner's Representative.

B. Granulated Mojave Bentonite: 3/8" minus size as provided by Protech Minerals; 17092 D St, Victorville, CA 92395, (760) 245-3441, or approved equal.

PART 3 - EXECUTION

3.01 TOPSOIL SALVAGE

A. Acceptable topsoil shall be salvaged from all disturbed areas to be cut or filled, unless directed otherwise by the Owner's Representative.

B. Topsoil stockpiles shall be located within the limits of work and clear of any proposed construction. Stockpile sides slopes shall not exceed 2:1 and shall be a maximum vertical height of 4-8 feet unless otherwise approved by the Owner's Representative. Stockpiles should be located a minimum distance of 15 feet from the top of excavations, or at greater distances as needed to prevent surcharging exposed slopes.

C. Contractor shall take appropriate measures to remove any debris encountered during topsoil salvage. Depending on the amount of debris encountered, Contractor, at the direction of Owner's Representative, shall store salvaged topsoil in discrete stockpiles based on the amount of debris encountered during excavation. This separation of stockpiles shall facilitate the subsequent placement of topsoil with a lower relative-percentage of debris as the final soil lift in areas of fill requiring a standard topsoil fill that will support plantings.

3.02 COBBLE SALVAGE

A. Native cobbles shall be salvaged from excavation of the two existing cobble piles located within the limits of the floodplain grading.

3.03 CONSTRUCTION LAYOUT AND STAKING

A. The Contractor is responsible for providing all staking and surveying needed to achieve all lines, grades and dimensions shown on Drawings for floodplain grading. Stakes and markers shall be provided as necessary to control the work and assure construction is in conformance with the Contract Documents and as otherwise directed by the Owner's Representative.

B. Construction Staking: Prior to commencing any earthwork for floodplain grading, the Contractor shall stake the limits of wetland grading for review by the Restoration Engineer. At a minimum, the Contractor shall stake the centerline of the channels, extents of the micro-depressions, and top of bank and toe of slope for floodplain grading.

C. The Contractor shall allow up to two (2) working days for the Restoration Engineer to review staking and note any adjustments as needed to conform to the design intent. The Contractor shall adjust the staking as directed by the Owner's Representative. The Contractor shall not proceed with earthwork at a given site until staking has been adjusted and favorably reviewed by Owner's Representative.

3.04 WETLAND GRADING

A. The contractor shall protect Russian River and existing wetlands from construction impacts and comply with all permit restrictions.

B. Prior to beginning earthwork, the Contractor shall stake the proposed wetlands and adjust as directed by the Owner's Representative.

C. Contractor shall install and maintain silt fencing and fiber rolls during construction

D. Excavate the wetland to lines, grades, and slopes as shown on the Drawings to accommodate the finished contours or grades. Imprint slopes as shown on plans.

E. The Contractor shall not use the constructed wetlands as an access route for excavation and grading activities. Operation of any equipment within the constructed wetlands shall be prevented except as required to match grades at the wetland grading limit or to construct micro-depressions.

F. The material to be removed is believed to consist of clays, silts, sands, concrete, debris, cobble, and unknown fill material. The Owner has no knowledge of the existence of artificial obstructions of a size or character that would necessitate the use of special equipment for their removal.

G. Excavation Support: Excavation shall be adequately shored, braced, sloped or otherwise supported in accordance with applicable laws, and as the Contractor deems necessary for safe and controlled performance of the earthwork activities. Shoring shall conform to the requirements of the Construction Safety orders issued by the State of California, Department of Industrial Relations, Division of Industrial Safety. The Contractor shall obtain all necessary excavation permits from the Division of Industrial Safety. The Contractor shall retain the responsibility for determination, design and installation of the sloping, shoring, bracing and other measures required for safe excavations, whether these excavations are greater or less than five feet in depth. The Contractor shall be solely responsible for damages that may result from failure to provide adequate shoring and bracing.

3.05 PLACEMENT OF BENTONITE

A. Add bentonite to graded wetlands at locations shown on plans, apply at a rate of 552 CY/Acre (1.27 CY/100SF). Apply 4” layer of dry material over native soil.

B. Refer to plans for additional placement details and final grades

3.06 <u>CONTROL OF WATER</u>

A. The Contractor shall be aware that surface water and/or groundwater may enter the areas of excavation. The work may include excavation of material from below the groundwater surface.

B. The Contractor shall provide and operate equipment to control water as needed to keep excavations free of standing water as the Contractor deems necessary for safe and efficient execution of the Work. The Contractor shall provide equipment to remove, contain, treat and dispose of groundwater entering the excavation, as needed.

The Contractor shall treat and contain removed water as needed to adequately remove suspended sediment prior to disposal. Dispose of water in an environmentally acceptable manner, in accordance with project permits, applicable law, and such that property is not damaged. The Contractor shall avoid settlement or damage to adjacent property from dewatering operations.

C. All fill shall be compacted to between 85 and 90 percent relative compaction at a moisture content at least 3 percent over the optimum moisture content. During all compacting operations, the Contractor shall maintain optimum moisture content so that the specified relative compaction is obtained in each lift as the lift is compacted. Maintain moisture content uniform throughout the lift. Fill compaction by ponding and jetting will not be permitted.

3.07 TOLERANCE AND ACCEPTANCE

A. The Contractor shall endeavor to excavate and place fill to the finish grade neat lines indicated in the Drawings for wetland grading.

B. A tolerance of plus or minus one-half foot (+/- 0.1 foot) vertical deviation of final grade from these neat lines will be allowed for constructed wetlands grading. In addition, areas of contour grading shall conform to the shapes and slopes indicated in the Drawings. Grading shall be checked through ground survey, or other means acceptable to the Owner's Representative

C. The project may not be accepted as complete if finished grade is outside the limits of these tolerances for floodplain grading. The Owner's Representative may require the Contractor to conduct additional work at his expense to complete excavation and fill to the lines and grades indicated, within these tolerances, and conduct surveying to demonstrate conformance with the desired finished grades.

D. Excavation that is continuously over or under the finished grade is not allowed.

E. The Contractor shall be responsible for repair of slope failures within the project limits.

*** END OF SECTION ***

SECTION 02721
AGGREGATE BASE COURSE

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Aggregate base course.

B. Paving aggregates.

1.02 RELATED SECTIONS

A. Section 02260 – Landscape Grading.

1.03 REFERENCES

A. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 1996a.

B. ASTM D 1557 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN m/m3)); 1991 (Reapproved 1998).

C. ASTM D 2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System); 1998.

D. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 1996.

E. ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth); 1996.

1.04 SUBMITTALS

A. Materials Sources: Submit name of imported materials source.

B. Aggregate Composition Test Reports: Results of laboratory tests on proposed and actual materials used.

C. Compaction Density Test Reports.

1.05 PROJECT CONDITIONS

A. Provide sufficient quantities of aggregate to meet project schedule and requirements. When necessary, store materials on site in advance of need.

B. Verify that survey benchmarks and intended elevations for the Work are as indicated.

PART 2 PRODUCTS

2.01 MATERIALS

A. Aggregate Base: Coarse aggregate, conforming to Section 26 of the State of California Highway Department Standards for 3/8-inch maximum Class 2 Aggregate Base.

2.02 SOURCE QUALITY CONTROL

A. If tests indicate materials do not meet specified requirements, change material and retest.

B. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify subgrade has been inspected, gradients and elevations are correct, and is moist but not pumping.

3.02 PREPARATION

A. Correct irregularities in subgrade gradient and elevation by scarifying, reshaping, and re-compacting.

B. Do not place aggregate on soft, muddy, or frozen surfaces.

3.03 INSTALLATION

A. Under Concrete Paving and Footings:
   1. Place aggregate base to a total compacted thickness as indicated on the Project Drawings.

   2. Compact to 95 percent of maximum dry density.

3.04 TOLERANCES

A. Variation From Design Elevation: Within 0.05 feet.

3.05 FIELD QUALITY CONTROL

A. Compaction density testing will be performed on compacted aggregate base course in accordance with ASTM D2922 and ASTM D3017.

B. If tests indicate work does not meet specified requirements, remove work, replace and retest.

C. Proof roll compacted aggregate at surfaces that will be under paving.

3.06 CLEAN-UP

A. Remove unused stockpiled materials, leave area in a clean and neat condition in accordance with Standard Provisions.

END OF SECTION

SECTION 02811
IRRIGATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, associated materials (weather specified or not), equipment and supervision required to construct the irrigation system as indicated on the Drawings and specified herein.

B. Work specified in this Section, but is not limited to the following

1. Furnish all labor, materials, and equipment necessary to install irrigation system as indicated on the Drawings and specified herein.

2. Provide protection for all existing objects or conditions designated on the Drawings to remain on the site.

3. Provide protection to prevent injury or damage to persons or adjacent properties.

C. All incidental parts, which are not shown on the plans or specified herein and are necessary to complete or modify the irrigation system shall be furnished and installed as though such parts were shown on plans or specifications. All systems shall be in satisfactory operation at the time of completion.

1. Related work specified in other sections:

a. Section 02260 - LANDSCAPE GRADING
b. Section 02315 - WETLAND GRADING
c. Section 02905 - LANDSCAPE INSTALLATION
d. Section 02970 - LANDSCAPE MAINTENANCE

1.02 QUALITY ASSURANCE

A. Contractor Qualification

1. The contractor shall demonstrate that his firm and individuals are experienced with similar projects of scope and complexity.
2. Burden of proof as to qualifications of the Contractor shall be on the Contractor; the Owner's decision is final.

B. Conduct of Work

1. The Contractor shall maintain a skilled foreman on the site during the installation of his work. The foreman shall have the authority to act for all matters pertaining to the work.
2. The Contractor shall be responsible for coordination of his work with the other trades.

3. The Contractor shall confine his operations to the areas to be improved and to the areas allotted him for materials and storage.

C. Manufacturer's Directions

1. Manufacturer's directions and detailed Drawings shall be followed in all cases where the manufacturers of articles used in this Contract furnish directions covering points not shown in the Drawings and Specifications

1.03 CODES, INSPECTIONS, LICENSES AND PERMITS

A. Identify, procure and pay for all necessary permits or certificates required to complete the Work specified. Make any and all required notifications and comply with all applicable Federal, State, and Local ordinances concerning his operations.

B. The entire installation shall fully comply with all local and state laws and ordinances and with all the established codes applicable thereto including Owner.

C. As a prerequisite of qualification to bid, the irrigation construction company shall provide verifiable documentation that such person or company is licensed by the State of California and that such licenses are considered “in good standing” by the California Contractors State License Board. “Verifiable Documentation” shall include but not be limited to submission of copies of California Contractor’s license and proof of insurance.

D. All local, municipal and state laws, rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these Specifications and their provisions shall be carried out by the Contractor. Nothing contained in these Specifications shall be construed to conflict with any of the above rules and regulations or requirements of the same. However, when these Specifications and Drawings call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of the Specifications and Drawings shall take precedence.

1.04 PROTECTION

A. Execute all Work in an orderly and careful manner with due consideration for any existing condition designated to remain. Provide protection to preserve existing items indicated to remain and to prevent injury or damage to persons or adjacent properties.

B. Use all means necessary to protect existing conditions designated to remain and adjacent properties. Avoid any encroachment on adjacent properties. In the event of damage or loss to any existing condition designated to remain or adjacent properties, immediately make all repairs and replacements necessary to the approval of the City at no additional cost to City.

C. Do not interfere with the normal traffic on roads, streets, walks, or use of adjacent properties. Provide alternate routes around closed or obstructed traffic ways as required by governing regulations.

D. Protect existing trees per plans and specifications

1.05 EXPLANATION OF DRAWINGS

A. Visit the site and examine the existing conditions and observe the conditions under which the Work is to be performed. Notify the Landscape Architect of unsatisfactory conditions and do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Landscape Architect. Note all conditions as to character and extent of Work involved.

B. Not all offsets, fittings, sleeves, main line, lateral, etc., which may be required are shown on plans. Carefully investigate the finish conditions affecting all of the work and plan the work accordingly furnishing such fittings; etc., as may be required to meet such conditions.

C. Drawings are diagrammatic and indicative of the work to be installed. Due to the scale of the Drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required to complete the irrigation system.

D. Before proceeding with any work, the Contractor shall check and verify all dimensions, quantities, pressures and flows and shall immediately inform the Owner of any discrepancy between the drawing and/or the Specifications and actual conditions. No work shall be done in any area where there is such a discrepancy until the Owner has given written approval for the same. The Contractor shall assume full responsibility for work installed without approval.

E. Protection of Persons and Property:

1. Protect structures, utilities, sidewalks, pavements, curbs and other facilities from damage caused by settlement, lateral movement, undermining, wash out and other hazards created by this work.

2. Underground structures, including boulders that are encountered during excavation in the alignment and depth shown on the plan shall be adjusted if possible to avoid its excavation. If alignment and depth adjustment cannot be made and it becomes necessary to remove the same, the Contractor shall be paid for additional cost incurred in the handling of it.

a. The Contractor must show to the Owner the problem encountered and receive written approval before any add-on monies will be allowed.

F. Contractor shall verify prior to and during construction, that his contract documents reflect the latest revisions and change orders. Contractor shall be able to produce such documents at the request of the Owner.

G. Pipe sizes indicated on the Drawings are minimum allowable.

1.06 EXISTING CONDITIONS

A. The Contractor shall notify members of U.S.A. two (2) working days in advance of performing any excavation work by calling the toll-free number 800-542-2444. The contractor shall verify the locations of existing utilities identified by U.S.A. with the as-built plans for the project area. The Contractor shall inform the Owner of any discrepancies before construction begins.

B. Information on the Drawings, relative to existing conditions, is approximate only. Deviations found necessary during construction to conform to actual conditions, as approved by the Owner, shall be made without additional cost.

C. Where it is necessary to excavate in areas of existing utilities, the contractor shall pothole to confirm exact locations of existing utilities. Exercise extreme care in excavating and working near existing utilities. The Contractor shall be responsible for all damages to existing utilities that are caused by his operation or neglect**.** In case of interruption of utilities caused by the contractors operations or neglect, the contractor shall be responsible to have the utilities in service as soon as possible and in no case shall the interruption be longer than a twenty-four (24) hour period. In such case that the contractor needs more than a twenty-four (24) hour period, prior approval shall be acquired from the Owner in writing.

D. Excavation in proximity to existing trees shall conform to the Owner's Tree Protection Measures and to contract documents. At no time shall excavation in proximity to existing trees begin without prior approval of the Urban Forester.

E. Before proceeding with any work, the Contractor shall check and verify all site conditions and shall immediately inform the Owner of any discrepancy between the Contract Documents and actual conditions. No work shall be done in any area where there is such a discrepancy until the Owner has given written approval for the same. The Contractor shall assume full responsibility for work installed without approval. .

1.07 SUBMITTALS

A. Material List

The irrigation system shall be installed with components as specified in contract documents or approved equal. Another (single line) manufacturer may be substituted provided they have received an "approved equal" status prior to bidding based on the substitution process established herein and in the General Conditions.

1. Cut sheets shall be submitted for all specified products, including substitution requests.

2. Substitutions shall be submitted a minimum of five (5) days prior to bid date and shall include supporting documentation that specifies the equality of the product to that specified.

3. The contractor shall submit six (6) copies of the irrigation submittal package to the Landscape Architect a minimum of two (2) weeks prior to start of work. Each submittal package shall include:

a. A title sheet on the Contractors letterhead identifying the project name, date of submittal, Contractor name, address, phone number, cell phone number and email address and a listing of products with manufacturer's name and model number included in the submittal package.

b. The Contractor shall submit Manufacturer's cut-sheets for each product being used on the project, clearly identifying with highlighter pen or other marking device the manufacturer and model number of products to be used including, but not limited to the following:

1.) Nibco Isolation Valve
2.) Hunter Battery Operated Controller
3.) Watermark Battery Operated Soil Moisture Kit
4.) Hunter Battery Operated Remote Control Valve
5.) Rain Bird Quick Coupler Valve
6.) Carson Irrigation Valve Boxes
7.) Salco Direct Connect Emitter Manifold
8.) Salco Check Valve ¼"
9.) Salco Emitter, 1 GPH
10.) PVC Schedule 40 Main Line
11.) PVC Class 200 Main Line and Lateral Line
12.) ½"Polyethylene Drip Tubing
13.) PVC Schedule 40 Sleeves
14.) Moisture Sensor Wire
15.) Water Proof Wire Connectors
16.) Valve Identification Tags

4. The contractor shall provide additional submittals as required for specified products not listed above but which are used on site.

5. Equipment or materials installed or furnished without prior approval of the Landscape Architect shall be rejected and the Contractor shall be required to remove such materials from the site at his own expense.

6. Approval of any item, alternate or substitute indicates only that the product or products apparently meet the requirements of the Drawings and Specifications based on the information or samples submitted.

1.08 RECORD DRAWINGS

A. The Contractor shall furnish reproducible "as-built" drawings prior to the Final Completion Inspection.

1. Record Drawings shall identify the location of the items installed, dimensioned from two (2) permanent points of reference as follows:

a. Nibco Isolation Valve(s)
b. Hunter Battery Operated Controller and Valve Assembly
c. Watermark Battery Operated Soil Moisture Module and Sensors
d. Rain Bird Quick Coupler Valve

e. Drip Transitions
f. Salco Direct Connect Emitter Manifold
g. Diagrammatic layout of PVC Main Line dimensioned from two (2) permanent points of reference at one hundred (100) foot intervals and at changes in direction.
h. Sleeving
i. Other related equipment as directed by the Owner and/or Landscape Architect.

B. The Contractor shall deliver to the Landscape Architect the Record Drawings on reproducible and digital media to the Owner five (5) working days prior to the Final Completion Inspection. Delivery of these shall not relieve the Contractor of the responsibility of furnishing required information that may be omitted from the Record Drawings. Reproducible plans or digital media may be obtained for said use from the Landscape Architect.

C. HYDROZONE CHARTS

1. The hydrozone chart shall be submitted to the City for review and approval five (5) working days prior to Final Completion Inspection.

2. The Contractor shall be responsible to submit to the City one (1) hydrozone chart identifying valve locations, valve numbers, moisture sensor locations and irrigation schedule.

3. The hydrozone chart shall be a full-scale drawing of the approved record drawing.

4. When completed and approved, the chart shall be hermetically sealed between two (2) pieces of plastic, each piece being a minimum ten (10) mils thick.

1.09 OPERATION AND MAINTENANCE MANUALS

A. Contractor shall furnish two (2) Operations and Maintenance Manuals in binders of equipment used on the project. Manuals shall include a complete signed copy of the irrigation submittal package, product dimensional diagrams and parts breakdown and operation manuals. Binders shall have a table of contents identifying each product section. The following equipment shall be included in the Operation and Maintenance Manual:

1. Nibco Isolation Valve
2. Hunter Battery Operated Controller
3. Watermark Battery Operated Soil Moisture Kit
4. Hunter Battery Operated Remote Control Valve
5. Rain Bird Quick Coupler Valve
6. Salco Emitter Manifold
7. Salco ¼” Check Valve
8. Signed Guarantee Statement for Irrigation System

B. Five (5) working days prior to Final Completion Inspection, the above-mentioned submittals corrected and approved record drawings, hydrozone charts, operations and

maintenance manuals and supplemental information, if requested, shall be turned over to the City and the Contractor shall obtain signed verification that such has occurred

1.10 EQUIPMENT TO BE FURNISHED

A. Supply as a part of this Contract the following tools:

1. Two (2) sets of special tools required for removing, disassembling and adjusting each type of sprinkler, valve and valve box supplied on this project.
2. Two (2) quick coupler keys and matching hose swivels for each type of quick coupling valve installed.
3. Two (2) isolation valve opening keys
4. Two (2) keys for backflow enclosure locksets

B. Locksets shall be keyed per Owner's specifications.

C. Five (5) working days prior to Final Completion Inspection the Contractor shall hand over equipment to the City and shall obtain signed verification that such has occurred.

1.11 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Handling of PVC and Polyethylene Pipe and Fittings: The Contractor is cautioned to exercise care in handling, loading, unloading, and storing of PVC and Polyethylene pipe and fittings. All PVC and Polyethylene pipe shall be transported in a vehicle that allows the length of pipe to lie flat so as not to subject it to undue bending or concentrated external load at any point. Any section of pipe that has been dented or damaged will be discarded and if installed replaced with new.

1.12 GUARANTEE FOR IRRIGATION SYSTEM

A. The guarantee for the irrigation system shall be made in accordance with the form shown on the following page. A copy of the guarantee form shall be included in the operations and maintenance manual. The guarantee form shall be re-typed onto the Contractor's letterhead and contain the following information:

GUARANTEE FOR IRRIGATION SYSTEM

We hereby guarantee that the irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the Drawings and Specifications, ordinary wear and tear and unusual abuse or neglect excepted. We agree to repair or replace any defects in material or workmanship, which may develop during the period of one (1) year from date of final acceptance, and also to repair or replace with originally specified materials. Any damage resulting from the repairing or replacing of such defects shall be replaced and repaired by the contractor at no additional cost to the Owner. We shall make such repairs or replacements within a 48-hour period, after receipt of written notice. In the event of our failure to make such repairs or replacements within said period after receipt of written notice from the Owner, we authorize the Owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

PROJECT:_____

LOCATION:_____

SIGNED:_____

ADDRESS:_____

PHONE:_____

DATE OF ACCEPTANCE:_____

PART 2 - PRODUCTS

2.01 MATERIALS

General: Use only new materials of brands and types noted on the Drawings specified herein or approved equals.

A. Backfill Material

1. Existing site material, as approved by the Owner, shall be used for backfill material. Backfill material shall be free from organic materials, large clods of earth or rocks larger than one (1) inch diameter, trash, debris, rubbish, broken cement, asphalt material or other objectionable substances.

2. Sand backfill shall be a fine, granular sand material backfill containing no foreign matter larger than one-half (1/2) inch in size.

B. Drainage Fill Material

1. Drainage fill material shall be three-quarter (3/4) inch washed, hard and durable, fragments of screened or broken stone or gravel.

C. Irrigation Pipe Sleeving

1. Irrigation Sleeve 6” and smaller shall be PVC Schedule 40 with solvent-weld joints. Pipe shall be made from NSF approved Type I, Grade I, PVC compound conforming to ASTM standard D1784 or latest revision. All pipes shall meet requirements set forth in Federal Specification PS-21-70. (Solvent-weld Pipe)

D. PVC Pressure Main Line Pipe and Fittings.

1. Pressure main line piping for sizes two and one half (2-1/2) inches and larger shall be PVC Class 315 with solvent weld joints. Pipe shall be made from an NSF (National Sanitation Foundation) approved Type I, Grade I, PVC compound conforming to ASTM resin specification D1785. All pipes shall meet requirements set forth in Federal Specification PS-21-70. (Solvent-Weld Pipe).

2. Pressure main line piping for sizes two (2) inch and smaller shall be PVC Schedule 40 with solvent-weld joints. Pipe shall be made from NSF approved Type I, Grade I, PVC compound conforming to ASTM resin specification D1785. All pipes shall meet requirements set forth in Federal Specification PS-21-70. (Solvent-Weld Pipe).

3. PVC main line fittings shall be PVC Schedule 40 solvent-weld fittings, Type I cell classification 12454 conforming to ASTM Standard D 1784 or PVC Schedule 80 solvent-weld fittings, Type I cell classification 12454 conforming to ASTM Standard D 1784

4. All PVC main line pipe shall be marked continuously and permanently with the following information: Manufacturer's name, nominal pipe size, schedule or class of pipe, pressure rating in P.S.I. extrusion, NSF approval and date of extrusion.

5. All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable I.P.S. schedule and NSF seal of approval.

E. PVC Temporary Main Line and Lateral Lines.

1. Temporary pressure main line piping and lateral piping shall be PVC Class 200 with solvent weld joints. Pipe shall be made from an NSF (National Sanitation Foundation) approved Type I, Grade I, PVC compound conforming to ASTM resin specification D1785. All pipes shall meet requirements set forth in Federal Specification PS-21-70. (Solvent-Weld Pipe

2. Temporary pressure main line and lateral line fittings shall be PVC Schedule 40 solvent-weld fittings, Type I cell classification 12454 conforming to ASTM Standard D 1784 or PVC Schedule 80 solvent-weld fittings, Type I cell classification 12454 conforming to ASTM Standard D 1784

F. Solvent Cements and Primers

1. All solvent cements shall meet ASTM D 2464 for PVC and be of the proper body (viscosity) for the size of pipe, fittings and valves being installed.

2. All primers shall meet ASTM F 656

3. Solvent Cements and Primers shall conform to the State of California Air Quality Control mandate for Low Volatile Organic Compounds.

G. Detectable Marking Tape

1. Detectable marking tape shall be two (2) inches in width and have a 20-gauge solid aluminum foil core.

2. For irrigation water the tape color and legend combination shall be in accordance with A.P.W.A. or local requirements. The color shall be Blue. The legend shall read “Caution Irrigation Line Buried Below”.

3. For potable water the tape color and legend combination shall be in accordance with A.P.W.A. or local requirements. The color shall be Blue. The legend shall read “Caution Potable Water Line Buried Below”.

H. Concrete

1. ASTM Class B concrete shall be used for fill concrete.

2. Concrete shall have a 3,500-PSI compressive strength at 28 days and shall have maximum water to cement and dispersing agent ration of 56%. Concrete shall have

a minimum cement content of 470 lbs. (5 bags) per cubic yard concrete. Nominal maximum size of coarse aggregate shall be three-quarter (3/4) inch.

I. PVC Threaded Nipples:

1. PVC Schedule 80 nipples shall be produced from extruded stock grade PVC compounds. No molded nipples shall be used.

   a. PVC Schedule 80 nipples shall be made from NSF approved PVC compound conforming to ASTM D1784, Cell Classification 12454B

J. Gate Valves

1. Gate valves shall be of the same type, manufacturer and sizes as indicated on the Drawings and as specified herein or approved equal.

2. Gate valves 2" and smaller shall be 125 lb. SWP bronze gate valve with threaded ends. Gate Valves shall be equipped with a cast bronze cross handle. No pot metal handles shall be used.

K. Quick Coupling Valves

1. Quick coupling valves shall have a brass two-piece body designed for working pressure of 150 P.S.I. with a locking rubber cover and operable with quick coupler key. Quick Coupler Valve Key and Hose Swivel shall be the size and shown on the Drawings

L. Battery Operated Soil Moisture Sensor Kit

1. Soil Moisture Sensors shall be of the same type, manufacturer and sizes as indicated on the Drawings.

2. Wiring between the soil moisture sensors and battery operated monitor shall be two (2) wires #18 AWG or larger per manufacturer's specifications.

M. Battery Operated Control Valve Assemblies

1. Battery operated control valves shall be of the same type, manufacturer and sizes as indicated on the Drawings

2. Battery operated control valves shall be equipped with a DC Latching Solenoid.

3. Battery operated control valve assemblies shall be equipped with a Wye Filter and forty (40) PSI Pressure Regulator

4. Battery operated control valves shall be compatible with battery operated controller

N. Identification Tags

1. Valve tags shall be manufactured from polyurethane Behr Desopan, with a reinforced attachment hole and will be 2-1/4" x 2.3/4" in size. Valve identification tags shall be yellow in color, double sided with the Valve designation stamped on both sides.

O. Battery Operated Controller

1. Battery operated controller shall be of the same type, manufacturer and sizes as indicated on the Drawings

2. Battery operated controller shall be compatible with battery operated soil moisture sensors.

3. Battery Operated Controller shall be equipped with one (1) DC latching solenoid

P. Backflow Preventer

1. Backflow Preventer is of the size and type shown on the Drawings.

2. Backflow Preventer shall be enclosed in a stainless steel, vandal-resistant enclosure.

3. Backflow Preventer enclosure shall be equipped with a lockset keyed to Owner specifications.

Q. Direct Burial Emitter Manifold

1. Direct Burial Emitter Manifold shall be of the same type, manufacturer and sizes as indicated on the Drawings

2. Direct Burial Emitter Manifold shall be equipped with pressure compensating emitters and spring loaded check valve. The pressure compensating emitters shall have a working pressure of 5 PSI to 50 PSI and a flow of 1 GPH per emitter. The spring loaded check valve shall be capable of holding back nine and one quarter (9-1/4) feet of head.

R. Sub-Surface Capillary Irrigation Tubing

1. Sub-surface capillary irrigation tubing shall be of the same type, manufacturer and sizes as indicated on the Drawings

2. Sub-surface capillary irrigation tubing shall include a polyethylene dripperline, dispersion tape ad capillary fiber.

3. Flow rate for the sub-surface capillary irrigation tubing shall be 0.617 gallons per 100 feet per minute.

4. Pre-installation soil testing shall be per manufacturer's specifications.

S. Valve Boxes

1. Remote Control Valve Boxes shall be green rectangular valve boxes 17-3/8" x 23-7/8" x 12", Carson model 1220-4 with a T-cover and Bolt-Down Loc Kit or approved equal.

2. Remote Control Valve Box Extensions shall be of the same manufacturer of the valve box or approved equal.

3. Quick Coupler Valve Boxes shall be green round valve boxes 11-1/2" (I.D.) diameter by 10-1/4" high, Carson model 910-10 or approved equal. Quick Coupler Valve box covers shall be green T-cover with Bolt-Down Loc Kit or approved equal.

4. Drip Transition Valve Boxes shall be green round valve boxes 7-5/8" (I.D.) diameter by 9-1/16" high, Carson model 708-4 or approved equal.

5. Wire mesh cloth shall be ¼" galvanized or approved equal.

PART 3 - EXECUTION

3.01 INSPECTION OF SITE

A. Site Conditions

1. The irrigation system layout is diagrammatic and scaled dimensions are approximate. The Contractor shall in the field establish locations of piping, emitters, subsurface irrigation, valves, and other components at time of installation... Check and verify all site dimensions and notify the Owner if site conditions have changed from those specified in the drawings and here within.

2. The Contractor shall check and verify site water service and shall submit written documentation stating field verified static pressure to the Landscape Architect prior to the start of work.

3. The Contractor shall carefully check all grades to satisfy him that he may safely proceed before starting work on the irrigation system.

4. The contractor shall obtain permits and call for inspections as required by local codes and regulation. Installation of irrigation components shall conform to local codes, accepted construction practices and best management practices per the Irrigation Association.

B. Timing

1. The successful bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete the work within the number of calendar days shown on his bid form.

2. Coordinate time schedule with Owner's representative and concurrent work performed by others in separate contracts.

3.02 IRRIGATION SCHEDULE

A. The Contractor shall be responsible to work with the City and their representative to establish the irrigation schedules for each hydrozone prior to planting.

B. The irrigation system is intended to be temporary for plant establishment. Since plants are natives, the irrigation schedules shall provide only the water needed for healthy plant growth but not so much as to make the plants dependent on a supplemental water source.

C. The irrigation system is designed to operate with soil moisture sensors in addition to traditional programming of controllers. It shall be the Contractor's responsibility to coordinate the irrigation schedule to supply an adequate amount of water to the plant without exceeding the hydraulic parameters of the project. See the irrigation plan for more information.

3.03 PREPARATION

A. Physical Layout

1. Locations on Drawings are diagrammatic and approximate only. The Contractor shall change and adjusted locations as shown on drawings as necessary and as directed by Landscape Architect to meet existing conditions and obtain complete water coverage.

2. Prior to installation, the Contractor shall stake out locations of water meter, backflow preventer, control valves and drip transitions for review and approval by the Landscape Architect.

3. The Contractor shall stake out locations of plant material prior to installation for review and approval by the owner. Irrigation emission devices shall be installed after approval of plant layout. If equipment is incorrectly located without said approval, it shall be the Contractor's responsibility to relocate emission devices to approved locations without additional cost to the Owner.

4. The Contractor shall install and extend the system as shown on the Drawings, and as necessary to carry out the intent of the Drawings and Specifications.

3.02 WATER SERVICE

A. Water Supply

1. Coordinate with the Owner the water supply point of connection as indicated on the Drawings. Field verify connection location and size. Notify the Owner of any discrepancies prior to beginning construction.

3.03 INSTALLATION

A. Trenching

1. Irrigation Permanent Main
   a. Trench irrigation water main line to a sufficient depth and width to permit proper handling and installation of pipe and fittings and to provide a minimum of eighteen (18) inches of cover.
   b. Trench to depth required to provide four (4) inches of sand bedding below piping and above piping.

2. Irrigation Temporary Main and Lateral Line
   a. Trench PVC pipe to a sufficient depth and width to permit proper handling and installation of pipe and fittings and to provide a minimum of four (4) to six (6) inches of cover.

3. PE Drip Tubing
   a. Trench PE drip tubing to a sufficient depth and width to permit proper handling and installation of pipe and fittings and to provide a minimum of two (2) inches of cover.

4. Fill to match adjacent grade elevations and relative soil density with approved fill material. Place and compact fill in layers not greater than six (6) inch depth.

5. Overfill the trenches with approved fill materials. Level, compact and water settle. Should settlement occur, refill and compact as needed.

6. Dig trenches straight and support pipe continuously on bottom of trench. Lay pipe to an even grade.

7. Excavate trenches, install piping, and fill during the same working day. Do not leave open trenches or partially filled trenches open overnight.

8. Trench width shall be as needed to provide a minimum four (4) inch horizontal clearance between pipes and between pipes and edges of trench.

9. No pipe shall be laid directly over another pipe.

B. Backfilling

1. The trenches shall not be backfilled, except for center loading, until all required tests are performed. All debris shall be removed prior to placement of backfill. Trenches shall be carefully backfilled with the materials approved for backfilling

2. Backfill potable water main line and permanent irrigation main line with a minimum of 4” of sand below piping and 4” of sand above the piping.

3. Backfill shall be mechanically compacted to a dry density equal to adjacent undisturbed soil in landscaped areas. Backfill shall conform to adjacent grades without dips, sunken areas, humps or other surface irregularities.

4. Overfill with approved excavated or imported fill materials free of lumps or rocks larger than one (1) inch in any dimension. Level, compact and water settle. Should settlement occur, refill and compact as required.

5. Trenches shall be inspected and approved by the Landscape Architect prior to backfilling.

C. Sleeving

1. Sleeving shall be installed for irrigation pressure main line pipe when crossing bridge.

2. Sleeving shall be installed for main line, lateral line and drip tubing when crossing beneath crushed rock paths.

3. Irrigation pipe sleeves shall be sized to easily accommodate as called for in the drawings leaving a minimum of 25% void space inside sleeve.

4. The contractor shall be responsible to verify sleeving based on field verification of the number and size of pipes crossings.

5. Sleeves shall have both ends capped during installation to prevent dirt and debris from entering the sleeve.

6. Identify location of sleeve ends from two permanent points of reference and show on record drawings.

D. PVC Pipe

1. Routing of irrigation pipe as indicated on the Drawings is diagrammatic. Install lines and various assemblies to conform to the details shown on the drawings.

2. Install irrigation main line approximately two (2) feet from crushed rock path.

3. Install all assemblies specified herein in accordance with respective detail. In absence of detail Drawings or specifications pertaining to specific items required to complete work, perform such work in accordance with best standard practice with prior approval of the Landscape Architect.

4. PVC pipe and fittings shall be thoroughly cleaned of dirt, dust and moisture before installation. Installation shall be as recommended by the pipe and fitting manufacturer.

5. PVC pipe shall be installed so that there will be a small amount of excess length in the pipe to compensate for contraction and expansion of the pipe. This shall be accomplished by "snaking" the pipe in the trench during installation.

6. Center load pipe with small amounts of backfill to prevent arching and slopping under pressure. Leave joints exposed for inspection during testing.

7. No water shall be permitted in the pipe until trench inspections have been completed and a period of at least 24 hours has elapsed for solvent weld setting and curing.

8. Plastic to metal connections shall be made with plastic male adapters and female metal adapter, hand tightened, plus one turn with a strap wrench. Teflon tape or approved equal shall be used on all threaded PVC to metal joints.

9. Solvent Weld Joint: Solvent weld pipe ends using solvent recommended by pipe manufacturer only.

10. Threaded joints shall be wrapped with Teflon tape as per manufacturer's instructions.

11. Flush all debris out of pipe prior to installing valves and heads.

12. In changing main line and lateral pipe depth, 45° elbows shall be used.

13. Install three (3) inch detectable tape 6"-28" below finish grade along the entire length of the main line run, including main line branches.

E. Line Clearance

1. Irrigation lines shall have a minimum horizontal and vertical clearance of four (4) inches from each other. Parallel lines shall not be installed directly over one another.

2. Horizontal and vertical clearance of irrigation lines from lines from other trades shall be as per local codes and regulations.

F. Gate Valves

1. Install gate valves as per details and manufacturer's specifications.

2. All gate valves shall be installed plumb and vertical with the valve accessible with proper tools.

3. Install where shown on Drawings. Locate, in valve boxes for easy access unless otherwise noted on drawings.

4. Install one gate valve per valve box. Provide extension units as required as per details. Install valve boxes in shrub planting areas whenever possible.

G. Quick Coupling Valves

1. Install as per details and manufacturer's specifications.

2. All quick coupling valves shall be installed plumb and vertical with the valve accessible and removable with proper tools. Valves shall be located adjacent to foot path.

3. Install where shown on Drawings. Locate, in valve boxes for easy access.

4. Install one quick coupling valve per valve box. Provide extension units as required. Install valve boxes in shrub planting areas whenever possible.

5. Wherever possible, install quick coupler valves, gate valves and remote control valves in groupings not to exceed a maximum of three (3) valves per group for ease of long term maintenance.

H. Battery Operated Remote Control Valves

1. Install as per details and manufacturer's specifications.

2. Remote control valves shall be installed plumb and vertical with the valve accessible and removable with proper tools. Valves shall be located adjacent to foot path.

3. Install where shown on Drawings. Locate, in valve boxes for easy access.

4. Install one quick coupling valve per valve box. Provide extension units as required. Install valve boxes in shrub planting areas whenever possible.

5. Wherever possible, install quick coupler valves, gate valves and remote control valves in groupings not to exceed a maximum of three (3) valves per group for ease of long term maintenance.

I. Battery Operated Controller

1. Install as per details and manufacturer's specifications.
2. Install battery operated controller in same remote control valve box as it controls.

J. Valve Boxes

1. Install valve boxes as per details unless otherwise noted on plans.

K. Direct Burial Emitter Manifold

1. Install emitter manifold directly to ½” PE drip tubing using ¼” barb check valve.

2. Stake emitter manifold at connection to PE drip tubing.

3. Flush debris from ½” PE tubing prior to installing emitter manifold

4. Install one emitter manifold per plant.

L. Sub-Surface Capillary Irrigation Tubing

1. Submit soil test to manufacturer a minimum of four (4) weeks prior to ordering and installation.

2. Install sub-surface capillary irrigation tubing on 1-1/4" PE supply line using grommets available through manufacturer of product. Drill bit for grommets per manufacturer's specifications.

3. Install flush valve and air vent per manufacturer's specifications.

3.04 INSPECTION AND OBSERVATION SCHEDULE

A. Trench Inspection and Main Line Pressure Test

1. The Contractor shall not backfill PVC Schedule 40 and PE pressure main line trench, except center loading until an open trench inspection has been conducted and approved.

2. Test all pressure lines and connections to quick coupler valves and valves under hydrostatic pressure of 120 pounds per square inch.

3. Sustain pressure in pressure lines for not less than twenty-four (24) hours. If leaks develop, replace joints and repeat test until entire system is proven watertight.

4. All hydrostatic tests shall be made only in the presence of the Owner. No pipe shall be backfilled, except for center loading, until it has been observed, tested and approved in writing by the Owner. Should any work be covered up before such observation and tests are completed, the Contractor shall, at his own expense, uncover the work; and after it has been observed, tested and approved, he then shall make all repairs with such materials as required to restore all work disturbed to original and proper condition.

5. Furnish necessary force pump and all other test equipment.

B. Direct Burial Dripline

1. Finish grade shall be approved prior to dripline.

2. Plant locations shall be identified for approval by owner and Landscape Architect. prior to emitter installation

3. Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Drawings or where the system has been willfully installed as indicated on the Drawings, when it is obviously inadequate without bringing this to the attention of the Owner.

C. Capillary Subsurface Irrigation Tubing

1. Install capillary subsurface irrigation tubing on willow layers as directed by project engineer.

2. Manually flush tubing lines as per manufacturer's specifications.

3. Test system prior to backfill for full coverage of planted area

D. Soil Moisture Sensors

1. Install per manufacturer's specifications

2. Adjust to maintain appropriate soil moisture for the plant material being irrigated.

3. Check daily for first two (2) week that soil moisture levels are optimum for healthy plant growth.

E. Substantial Completion Inspection

1. The Contractor shall operate each system in its entirety for the Owner at time of substantial completion. Any items deemed not acceptable shall be reworked to the complete satisfaction of the Owner.

2. The contractor shall provide a field workshop for owner, Landscape Architect and project engineer to review irrigation equipment operations and maintenance.

3. When the Contractor is of the opinion that the work is substantially complete, submit a written request for review of substantial completion.
   a. Prior to final field observation, all previous punch list items shall be completed and verified by field observation.
   b. The Landscape Architect of record shall conduct a Substantial Completion Inspection and shall provide a Certificate of Substantial Completion to the Owner.
   c. The certificate shall specifically indicate that the irrigation was installed per contract documents along with a list of any observed deficiencies.
   d. If the project was not determined substantially complete at the first review as described above then the contractor shall correct deficiencies within ten (10) days and upon completion of deficiencies shall request the second compliance review.

F. Final Completion Inspection

1. Definition: Final completion shall not occur until installation required by the contract documents is one hundred percent (100%) complete as determined by the Owner.

2. When the Contractor is of the opinion that the work is finally complete and the list of deficiencies generated during the substantial completion review is corrected, submit a written request for review of final completion.
   a. The Contractor shall provide the Certificate of Substantial Completion with the written request for review of final completion.

3.05 TEMPORARY REPAIRS

A. Owner reserves the right to make temporary repairs as necessary to keep the irrigation system in operating condition. The exercise of this right shall not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

3.06 CLEAN-UP

A. Clean up shall be made as each portion of work progresses. Refuse and excess dirt shall be removed from site. All walks and paving shall be broomed or washed down, and any damage sustained to the work of others shall be repaired to original conditions acceptable to the Owner.

B. No site visits shall commence without all items noted in previous Observation Reports, either completed or remedied, unless such compliance has been waived. Failure to accomplish punch list tasks or prepare adequately for desired observations shall make the Contractor responsible for reimbursing the Engineer at his current billing rates per hour, plus transportation costs.

C. No Final Completion Inspection shall commence without Record Drawings. In the event the Contractor calls for an observation without Record Drawings, without completing previously noted corrections or without preparing the system for observations, he shall be responsible for reimbursing the Owner at the hourly rate in effect at the time of the observation (plus transportation costs) for the inconvenience. No further observations will be scheduled until this charge has been paid.

END OF SECTION

SECTION 02905
LANDSCAPE INSTALLATION

PART I - GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, material, equipment and services necessary to provide all landscape work, complete in place, as indicated on Drawings and specified herein.

Work specified in this Section, but is not limited to the following:

1. Hydroseed application
2. Tree seedling and shrub planting
3. Brush layer plantings

B. Related Work Specified in Other Sections

1. SECTION 02811 – IRRIGATION
2. SECTION 02970 - LANDSCAPE MAINTENANCE

1.02 QUALITY ASSURANCE

A. Source Quality Control

1. Submit documentation to the City at least sixty - (60) days prior to start of planting that all plant material has been ordered. Arrange procedure for observation of plant material with the City at time of submission.
2. Plants shall be subject to observation and approval of the City upon delivery for conformity to specifications. Such approval shall not impair the right of observation and rejection during progress of the work.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery

1. The Contractor, upon request by the City, shall provide receipts, delivery tickets, load tickets, etc. of all items delivered to the job site to verify products and total quantities.

2. Deliver plants with legible identification labels.

   a. Label tree seedlings.
   b. State correct plant name and size indicated on plant list.
   c. Use durable waterproof labels with water-resistant ink, which will remain legible for at least sixty (60) days.

3. Protect plant material during delivery to prevent damage to root ball or desiccation of leaves.

4. The Contractor shall notify the City forty-eight (48) hours in advance of delivery of all plant materials for observation either at the site or at the local nursery.

B. Storage

1. Store plant material in shade and protect from weather.

2. Maintain and protect plant material. Contractor shall be responsible for replacement of material due to theft or vandalism.

1.04 JOB CONDITIONS

A. Planting: Perform actual planting only when weather and soil conditions are suitable in accordance with locally accepted practice.

B. Scheduling: Install tree seedlings before hydroseed application.

C. Protect work and materials from damage due to construction operations by other contractors and trades and by vandalism. Maintain protection during installation and maintenance period.

1.05 SAMPLES AND TESTS

The City reserves the right to take and analyze samples of materials for conformity to specifications at any time. The Contractor shall furnish samples upon request by City. Rejected materials shall be immediately removed from the site at Contractor's expense. Cost of testing of materials not meeting specifications shall be paid by the Contractor.

1.06 GUARANTEE AND REPLACEMENT

A. Guarantee: All plant material and other materials installed under the Contract shall be guaranteed against any and all poor, inadequate or inferior materials and/or workmanship for a period of one (1) year. Any plant found to be dead or not in a satisfactory or healthy condition due to faulty materials, workmanship, or improper maintenance (during contracted maintenance period) as determined by the City, shall be replaced by the Contractor at his expense.

B. Replacement: Any materials found to be dead, missing or not in a satisfactory or healthy condition during the maintenance period shall be replaced immediately. The City shall be the sole judge as to the condition of material. Material to be replaced within the guarantee period shall be replaced by the Contractor within fifteen (15) days of written notification by the City. All replacement materials and installation shall comply with the Drawings and Specifications.

PART 2 - PRODUCTS

2.01 GENERAL

All materials shall be of standard, approved and first-grade quality and shall be in prime condition when installed and accepted. Any commercially processed or packaged material shall be delivered to the site in the original unopened container bearing the manufacturer's guaranteed analysis. The Contractor shall supply the City with a sample of all supplied materials accompanied by analytical data from an approved laboratory source illustrating compliance of bearing the manufacturer's guaranteed analysis.

2.02 PRODUCTS

A. Seed Mix

1. California custom native grass mixes for wetland, upland, transitional, and erosion control seeds, and forbs available from Hedgerow Farms 530-662-6847 or approved equal. Required pure live seed and germination rates shown on plans.

2. Seed shall be weed free, fresh, re-cleaned, Grade A, new crop consisting of the percentages of mix as specified. Seed shall be labeled in accordance with the U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act presently in effect.

3. Seed shall be provided from and mixed by a certified dealer. Seed mixture shall be labeled with manufacturer's guaranteed analysis, germination rate and purity rate.

B. Wood Cellulose Fiber Mulch (Hydromulching)

1. Mulch shall be especially prepared wood cellulose fibers with no growth or germination inhibiting factors, and dyed green to facilitate visual metering during application. Mulch shall be equal to Profile Flexterra HP-FGM (High Performance Flexible Growth Medium). Wood cellulose fiber shall have additional characteristics of dispersing rapidly in water to form homogeneous slurry and remain in such state when agitated in the hydraulic mulching unit.

2. When applied, the fiber matrix must form an absorptive mat but not a plant inhibiting membrane, which will allow moisture to percolate into the underlying soil. The fiber matrix shall be supplied compressed in packages containing fifty

(50) pounds of material having an equilibrium air dry moisture content at time of manufacture of 12% plus or minus 2.

D. Plant Material

1. The plant material indicated on the Drawings by the listed names shall conform to "Standard Plant Names", second edition, except for names not covered there in, the established customs of the nursery trade is followed. All plants shall be true to name, above one of each bundle or lot shall be tagged with the name and size of the plant, in accordance with the standards of practice recommended by the American Association of Nurserymen. All plant materials shall meet the specifications of Federal, State and County laws, requiring observation for plant diseases and insect infestations. Plants shall be symmetrical, typical for variety and species, sound, healthy, vigorous, free from plant diseases, insect pests or other eggs, and shall have healthy, normal root systems, while filling their containers, but not to the point of being root bound. Use only plant materials that are first class representative of the species and cultivars specifies and that conform to all State and local laws governing the sale, transportation and observation of plant materials. Plants shall have straight, single trunks, unless otherwise specified on the plans. Those specified to be multi-trunk shall have at least three (3) main leaders from the base. Any and all plants that have any encircling roots (not root bound) shall have root balls lightly slashed on a minimum of three (3) sides to stop encircling root growth. The height and spread of all plant materials shall be measured with branches in their normal position. Sizes of plants shall be as stated on the plant list and shall not have been overgrown in the containers so as to have become root bound.

2. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock or as specified in the Special Conditions or Drawings. The minimum acceptable size of all plants, measured before pruning with the branches in normal position, shall conform with the measurements, if any, specified on the Drawings in the list of plants to be furnished. Plants larger in size than specified may be used with the approval of the City, but if the use of larger plants is approved, the ball of earth or spread of roots for each plant will be increased proportionally.

3. All plants not conforming to the requirements herein specified, shall be considered defective and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of the work and replaced with new plants at the Contractor's expense. The plants shall be of the species, variety, size and condition specified herein or as shown on the Drawings. Under no conditions will there be any substitution of plants or sizes listed on the plans, except with the expressed written approval of the City.

4. At no time shall trees or plant materials be pruned, trimmed or topped prior to delivery and any alteration of their shape shall be conducted only with the

approval and when in the presence of the City and/or as noted on the Planting Specifications.

5. Nursery Grown and Collected Stock

   a. Plant materials shall conform with the best edition of ANSI Z60.1-1990 American Standard for Nursery Stock.

   b. Grown under climatic conditions similar to those in locality of project.

   c. Container-grown stock in vigorous, healthy condition, not root bound or with root system hardened off.

   d. Use only linear stock plant material, which is well established in removable containers or formed homogeneous soil sections.

E. Tree Protection Material

   1. Use plant protection device on all seedlings – 36" protective tree tube. Available from Tree Pro (800) 875-8071 or approved equal.

F. Biodegradable Filter Fabric

   1. Poly Mulch Mat and Stakes – Available from Tree Pro (800) 875-8071 or approved equal.

PART 3 - EXECUTION

3.01 OBSERVATION

City Inspector to observe plant material for injury, insect infestation and improper pruning. Do not begin planting of seedlings until deficiencies are corrected or plants replaced.

3.02 PREPARATION

A. Soils Analysis – After fill soil is set in place Contractor to have planting area soil samples analyzed for amendment recommendations. Samples to be taken from four locations;
   1. Mounded fill areas
   2. Excavated wetland area
   3. Native grade area (areas where no fill or excavation is to take place)

   Soil amendments recommended in soils analysis to be mixed into soil profile or hydroseed mix per these specifications.

B. Preparation of Planting Areas:

1. Flag or mark with lime locations for plants and outline of planting beds on ground. Do not begin excavation until plant locations and plant beds are acceptable to the City.

2. Compacted areas shown on plan and described in section 02260 LANDSCAPE GRADING shall be scarified to a 12” depth before hydroseed application.

3. Amend soil per soils analysis.

4. Each tree seedling planting location shall be cleared of all competing vegetation in a 3' by 3' area.

C. Finish Grade

1. Remove all construction debris and any soil contaminated by construction debris.

2. Establish finish grades in a continuous uniform line resulting in a uniform surface with no ridges or water pockets.

3.03 INSTALLATION

A. General

1. Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted practice, as approved by the City.

3. Only as many plants as can be planted and watered on that same day shall be distributed in a planting area.

4. Water and hydroseed vehicles to remain on designated access and driveway roads only.

3. Container shall be opened and plants shall be removed in such a manner that the ball of earth surrounding the roots is not broken and they shall be planted and watered as herein specified immediately after removal from the containers. Containers shall not be opened prior to placing the plants in the planting area.

B. Layout of Major Plantings

1. Locations for plants and outlines of areas to be planted shall be marked on the ground by the Contractor before any plant pits are dug. All such locations shall be approved by the City. If an underground construction or utility line is discovered prior to work, other locations for planting may be selected by the City.

C. Planting of Tree Seedlings

1. Excavation for planting shall include the stripping and stocking of all acceptable topsoil encountered within the areas to be excavated for trenches, tree holes, plant pits and planting beds.
2. Excess soil generated from the planting holes and not used as backfill or in establishing the final grades shall be spread evenly on site.

1. Excavating for Planting:

   a. Planting holes to be twice the width of the root ball shall be excavated using an auger, a shovel, or similar technique approved by the City Inspector. The planting hole shall be broken up 6" beyond root ball.

   b. Container Removal - Carefully remove plants without injury or damage to rootball. After removing plant, manually scarify root ball to loosen perimeter roots.

5. Seedling Placement

   a. Center plant in pit.

   b. Face plants with fullest growth into prevailing wind.

   c. Set plant plumb and hold rigidly in position until soil has been tamped firmly around root ball.

   d. Remainder of planting pit shall be backfilled with pulverized native soil

   e. All plants which settle shall be raised to the correct level. After the plant has been placed, additional backfill shall be added to the hole to cover approximately one-half (1/2) of the height of the root ball. Water shall be added to the top of the partly filled hole to thoroughly saturate the root ball and adjacent soil.

   f. The remainder of the hole shall be backfilled.

   g. After backfilling an earthen basin shall be constructed around each plant. Each basin shall be (3) inches deep. Basin shall be of a size suitable for the individual plant. The basins shall be constructed of native soil.

D. Poly Mulch Mat

1. 3' square poly mulch fabric to be placed at base of each tree. Corners are to be staked.

E. Bark Mulch Cover

1. All tree seedling earthen basins to be top-dressed with two and one-half (2-1/2) inch layer of mulch (after settling).

F. Hydromulch

1. Hydromulching: Profile Flexterra HP-FGM shall be applied per manufacturers specifications in two-step process. All vehicles and heavy equipment used in the process remain on designated access and driveway roads only. Hydromulch application shall contain the proper proportions of water to form slurry mixture, and the following components at these specified rates per acre:

   a. Wetland Mix: as shown on plans
   b. Transitional Mix: as shown on plans
   c. Upland Mix: as shown on plans
   d. Erosion Control Mix: as shown on plans

   c. 436 pounds/acre 16-20-0 ammonium phosphate, 2,178 pounds mulch fiber, add quantity of water as recommend by manufacturer.

2. Clean hydroseed immediately off any area other than those specified on plans.

3. The Contractor shall avoid any additional soil compaction, and shall not permit vehicular or equipment traffic over such areas. In the event of such compaction, the Contractor shall be required to re-cultivate any areas thus compacted.

4. All hydromulch to be fully established prior to starting of the maintenance period. All areas un-established during maintenance period to be re-hydromulched at the expense of the contractor.

G. Weed Control

All weed control shall be achieved by mechanical measures, herbicides are not allowed per city regulations.

3.04 CLEAN UP

After all planting operations have been completed; remove all trash, excess soil, empty plant containers or rubbish from the property. All scars, ruts or other marks in the ground caused by this work shall be repaired and the ground left in a neat and orderly condition throughout the site. The Contractor shall pick-up all trash resulting from this work no less frequently than each Friday before leaving the site, once a week, and/or the last working day of each week. All trash shall be removed completely from the site. The Contractor shall leave the site area broom-clean and shall wash down all paved areas within the Contract area, leaving the premises in a clean condition acceptable to the City.

3.05 OBSERVATION SCHEDULE

A. The Contractor shall be responsible for notifying the City in advance for the following observations according to the time indicated:

1. Pre-construction conference - 7 days.

2. Finish grade review - 48 hours.

3. Review of proposed branch cutting locations – 48 hours.

4. Plant material review - 48 hours.

5. Soil preparation, plant layout, and planting operations. One (1) tree with each type of specified shall be approved prior to planting of trees - 48 hours.

6. End of landscape installation - 48 hours.

7. End of landscape maintenance/Final Acceptance - 48 hours

B. No site visits shall commence without all items noted in previous Observation Reports either completed or remedied, unless such compliance has been waived. Failure to accomplish punch list tasks or prepare adequately for desired observations shall make the Contractor responsible for reimbursing the City at his current billing rates per hour, plus transportation costs.

3.06 LANDSCAPE MAINTENANCE

Provide Landscape Maintenance as per SECTION 02970 - LANDSCAPE MAINTENANCE.

END OF SECTION

SECTION 31 25 14.13

HYDROSEED

GENERAL

1.01 SUMMARY

A. This section specifies the hydraulically-applied erosion control product category of High Performance-Flexible Growth Medium (HP-FGM). The HP-FGM shall be is a biodegradable, High Performance-Flexible Growth Medium (HP-FGM) composed of 100% recycled, thermally refined virgin wood fibers, crimped biodegradable interlocking fibers derived from regenerated cellulose sourced from sustainably harvested wood, micro-pore granules, naturally derived cross-linked biopolymers and water absorbents. The HP-FGM is patented, made in the US, plastic-free, and phytosanitized to eliminate potential weed seeds and pathogens. The product requires no curing period and upon application forms an intimate bond with the soil surface to create a continuous, porous, absorbent and flexible erosion resistant blanket that allows for rapid germination and accelerated plant growth.

B. Related Sections: Other Specification Sections, which directly relate to the work of this Section include, but are not limited to the following:

1. Section 02905 – Landscape Installation
2. Section 02300 – Earthworks

1.02 SUBMITTALS

A. Product Data: Submit manufacturer's product data and installation instructions. Include required substrate preparation, list of materials and application rate.

B. Certifications: Manufacturer shall submit a letter of certification that the product meets or exceeds all technical and packaging requirements and is made in the U.S.A.

1.03 DELIVERY, STORAGE AND HANDLING

A. Deliver materials and products in UV and weather-resistant factory labeled packages. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from damage, weather, excessive temperatures and construction operations.

PRODUCTS

2.01 MATERIALS

A. The HP-FGM shall conform to the following typical property values when uniformly applied at a rate of 3,500 pounds per acre (3,900 kilograms/hectare) under laboratory conditions.

Property	Test Method	Tested Value (English)	Tested Value (SI)
Physical			
Mass/Unit Area	ASTM D6566	≥11.6 oz/yd^2	≥390 g/m^2
Thickness	ASTM D6525[1]	≥ 0.22 inch	≥ 5.6 mm
Ground Cover	ASTM D6567[1]	≥ 99%	≥ 99%
Water Holding	ASTM D7367	≥ 1,700%	≥ 1,700%
Material Color	Observed	Green	Green
Performance			
Cover Factor[2]	ASTM D8298-	≤ 0.01	≤ 0.01
% Effectiveness[3]	ASTM D8298-	≥ 99%	≥ 99%
Vegetation	ASTM D7322[1]	≥ 800%	≥ 800%
Functional Longevity[4]	ASTM D5338	≤ 18 months	≤ 18 months
Cure Time	Observed	0 - 2 hours	0 - 2 hours
Environmental			
Ecotoxicity[5]	EPA 2021.0	Non-Toxic	Non-Toxic
Biodegradability	ASTM D5338	Yes	Yes
Certified BioPreferred® Biobased Content	ASTM D6866	100%	100%
Elemental Impurity	ASTM D8082	Pass	Pass
Carbon Footprint[6]	Life Cycle Assessment	≤0.4 Unit CO_2e/ Unit of product[7]	≤0.4 Unit CO_2e/ Unit of product[7]

1. ASTM test methods developed for Rolled Erosion Control Products and have been modified to accommodate Hydraulically-Applied Erosion Control Products.
2. Cover Factor is calculated as soil loss ratio of treated surface versus an untreated control surface.
3. % Effectiveness = One minus Cover Factor multiplied by 100%.
4. Large scale testing conducted at Utah Water Research Laboratory. For specific testing information please contact a Manufacturer representative.
5. Functional Longevity is estimated time period, based upon ASTM D5338 testing and field observations, that a material can be anticipated to provide erosion control and agronomic benefits as influenced by composition, as well as site-specific conditions, including; but not limited to – temperature, moisture, light conditions, soils, biological activity, vegetative establishment and other environmental factors.
6. Cradle to factory gate (Conover, NC) life cycle assessment.
7. "Carbon dioxide equivalent" or CO_2e is a term for describing different greenhouse gases in a common unit. For any quantity and type of greenhouse gas, CO_2e signifies the amount of CO_2 which would have the equivalent global warming impact. The unit of CO_2e per unit of product is a consistent ratio based on mass, regardless of what unit of mass is chosen. For instance, there is 0.4 kg of CO_2e per kg of product or 0.4 oz CO_2e per oz of product.

2.02 COMPOSITION

A. All components of the HP-FGM shall be pre-packaged by the Manufacturer to assure both material performance and compliance with the following values. Under no circumstances shall field mixing of components be permitted. No chemical additives with the exception of fertilizer, soil neutralizers and biostimulant materials should be added to this product.

1. Thermally Processed* (within a pressurized vessel) Virgin Wood Fibers – 80%
   *Heated to a temperature greater than 380 degrees Fahrenheit (193 degrees Celsius) for 5 minutes at a pressure greater than 50 psi (345 kPa)
2. Wetting agents (including high-viscosity colloidal polysaccharides, cross-linked biopolymers, and water absorbents) – 10%
3. Crimped Biodegradable Interlocking Fibers derived from regenerated plant sources – 5%
4. Micro-Pore Granules – 5%

2.03 PACKAGING

A. Bags: Net Weight – 50 lb (22.7 kg), UV and weather-resistant plastic film
   Pallets: Weather-proof, stretch-wrapped with UV resistant pallet cover
   Pallet Quantity: 40 bags/pallet or 1 ton (909 kg)/pallet

EXECUTION

3.01 SOIL TESTING

A. Soil Samples shall be taken and sent to a third-party, independent lab for analysis and in compliance with Section 02 24 23 – Chemical Sampling and Analysis of Soils, if applicable.

B. The tests shall include analysis and interpretation of results.

C. The soil testing methods used shall be compliant with recognized agronomic testing standards, as outlined in Section 02 24 23, for revegetation of disturbed sites.

D. Soil Analysis shall include results for:

1. Soil pH
2. Soluble Salts
3. Excess Carbonate
4. Organic Matter
5. Nutrient readings for:
   i. Nitrogen, Phosphorus, Potassium
   ii. Magnesium, Calcium, Sodium, Manganese, Sulfur, Zinc, Copper, Iron, Boron
6. Cation Exchange Capacity
7. Percent Base Saturation Sodium

E. Any soil amendments or soil neutralizers shall be specified according to Section 32 01 90.16 – Amending Soils and applied with the hydroseeding slurry at Manufacturer recommended rates based on soil test results.

3.03 SUBSTRATE AND SEEDBED PREPARATION

A. Examine substrates and conditions where materials will be applied. Apply products to geotechnically stable slopes that have been designed and constructed to divert runoff away from the face of the slope. Do not proceed with installation until satisfactory conditions are established.

B. Depending upon project sequencing and intended application, prepare seedbed in compliance with other specifications under Section 1.01 B

3.04 INSTALLATION

A. Strictly comply with equipment manufacturer's installation instructions and recommendations. Use approved hydroseeding machines with fan-type nozzle (50-degree tip). To achieve optimum soil surface coverage, apply HP-FGM from opposing directions to soil surface. Rough surfaces (rocky terrain, cat tracked and ripped soils) may require higher application rates to achieve 100% cover. Slope interruption devices or water diversion techniques are recommended when slope lengths (3H:1V) exceed 100 feet (30 m). Slope interruption intervals may need to be decreased based on steeper slopes or other site conditions. HP-FGM is not recommended for channels or areas with concentrated water flow unless used in conjunction with a rolled erosion control product designed to accommodate the anticipated hydraulic conditions. Unless approved by the Manufacturer, no chemical additives with the exception of fertilizer, soil neutralizers and biostimulant materials should be added to this product.

B. For Erosion Control and Revegetation: To ensure proper application rates, measure and stake area. For maximum performance, apply HP-FGM in a two-step process*:

1. Step One: Apply fertilizer with specified prescriptive agronomic formulations and typically 50% of specified seed mix with a small amount of HP-FGM for visual metering. Do not leave seeded surfaces unprotected, especially if precipitation is imminent.
2. Step Two: Mix balance of seed and apply HP-FGM at a rate of 50 lb per 125 gallons (22.7 kg/475 liters) of water over freshly seeded surfaces. Confirm loading rates with equipment manufacturer.

*Depending upon site conditions HP-FGM may be applied in a one-step process where all components may be mixed together in single tank loads. Consult with Manufacturer for further details.

Best results and more rapid curing are achieved at temperatures exceeding 60°F (15°C). Curing times may be accelerated in high temperature, low humidity conditions with product applied on dry soils.

C. Mixing: A mechanically agitated hydroseeding machine is strongly recommended:

1. Fill 1/3 of mechanically agitated hydroseeder with water. Turn pump on for 15 seconds and purge and pre-wet lines. Turn pump off.
2. Turn agitator on and load low density materials first (i.e. seed).
3. Continue slowly filling tank with water while loading fiber matrix into tank.

4. Consult application and loading charts to determine number of bags to be added for desired area and application rate. Mix at a rate of 50 lb of HP-FGM per 125 gallons (22.7 kg/475 liters).
5. All HP-FGM should be completely loaded before water level reaches 75% of the top of tank.
6. Top off with water and mix until all fiber is fully broken apart and hydrated (minimum of 10 minutes — increase mixing time when applying in cold conditions). This is very important to fully activate the bonding additives and to obtain proper viscosity.
7. Add fertilizer and any other remaining amendments.
8. Shut off recirculation valve to minimize potential for air entrainment within the slurry.
9. Slow down agitator and start applying with a 50-degree fan tip nozzle.
10. Spray in opposing directions for maximum soil coverage.

D. Application Rates: These application rates are for standard conditions. Application rates may need to be increased to accommodate rough surfaces.

Slope Gradient / Condition	**English**	**SI**
≤ 4H to 1V	2,500 lb/ac	2,800 kg/ha
> 4H to 1V and ≤ 3H to 1V	3,000 lb/ac	3,400 kg/ha
> 3H to 1V and ≤ 2H to 1V	3,500 lb/ac	3,900 kg/h
> 2H to 1V and ≤ 1H to 1V	4,000 lb/ac	4,500 kg/ha
> 1H to 1V	4,500 lb/ac	5,100 kg/ha
Below ECB or TRM	1,500 lb/ac	1,700 kg/ha
As infill for TRM*	3,500 lb/ac	3,900 kg/ha

*Use only approved and tested Turf Reinforcement Mats (TRMs) to infill with the HP-FGM

For additional details including mixing ratios/loading rates for specific machine sizes and visual keys for proper application, please consult the Manufacturer's Application Guide for High Performance – Flexible Growth Medium.

3.05 CLEANING AND PROTECTION

A. Always flush residual slurry from hydraulic seeding/mulching equipment immediately following each application, at the end of each work period or when equipment will be left unattended. Compounds containing residual Urea, Nitrogen, Phosphorus, Potassium and other substances may form and can be hazardous to human health and equipment.

B. Clean spills promptly. Advise owner of methods for protection of treated areas. Do not allow treated areas to be trafficked or subjected to grazing.

3.06 INSPECTION AND MAINTENANCE

A. All inspections and maintenance recommendations shall be conducted by qualified professionals consistent with the owner, engineer/specifier and regulatory entity(s) expectations.

B. Initial inspections shall insure installations are in accordance with the project plans and specifications with material quantities and activities fully documented. Refer to Section 32 92 00 – Turf and Grasses for any additional details.

C. Subsequent inspections shall be conducted at pre-determined time intervals and corrective maintenance activities directed after each significant precipitation or other potentially damaging weather or site event.

END OF SECTION

SECTION 02970
LANDSCAPE MAINTENANCE

PART 1 - GENERAL

1.01 CONDITIONS

A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements (if any) apply to the work specified in this Section.

1.02 SCOPE OF WORK

A. Furnish all labor, material, equipment and services required to maintain landscape in a healthy growing condition and in a neat and attractive appearance throughout the maintenance period.

B. Related Work Specified in Other Sections:

1. SECTION 02905 - LANDSCAPE INSTALLATION

2. SECTION 02811 – IRRIGATION

1.03 QUALITY ASSURANCE

The Maintenance Contractor shall be experienced in horticulture and landscape maintenance, practices and techniques, and shall provide sufficient number of workers with adequate equipment to perform the work during the maintenance period.

1.04 MAINTENANCE PERIOD

A. Continuously maintain the entire project area during the progress of the work and during the ninety (90) calendar - day, maintenance period or until final acceptance of the project by the City of Ukiah.

B. Maintenance period shall not start until all elements of construction and planting for the entire project are in accordance with Plans and Specifications and the Contractor has delivered the corrected and completed as-built plans on reproducible and digital media to the City of Ukiah. A prime requirement is that all seeded areas shall be planted and that all seeded areas shall show a healthy stand of seedlings as determined by the Owner's Representative. If such criterion is met to the satisfaction of the City of Ukiah, a written notification shall be issued to establish the effective beginning date of the maintenance period.

C. Any day of improper maintenance, as determined by the City of Ukiah, shall not be credited as an acceptable maintenance period day. The maintenance period shall be extended on a daily basis if the maintenance work is not in accordance to the Plans

and Specifications. Project shall not be segmented into maintenance areas or phases, unless authorization of the City of Ukiah is obtained in writing.

D. Maintenance shall continue beyond the ninety (90) day maintenance period, as required, until final acceptance is given by the City of Ukiah.

1.05 GUARANTEE AND REPLACEMENT

A. Guarantee: All plant material and other materials installed under the Contract shall be guaranteed for one (1) year from time of final acceptance against any and all poor, inadequate or inferior materials and/or workmanship, installation or improper maintenance (during contracted maintenance period), as determined by the City of Ukiah, shall be replaced by the Contractor at his expense.

B. Replacement: Any plant materials found to be dead, missing, or not in a satisfactory or healthy condition during the maintenance period shall be replaced immediately. The City of Ukiah shall be sole judge as to the condition of material. Material to be replaced within the guarantee period shall be replaced by the Contractor within five (5) days of written notification by the City of Ukiah. All replacement materials and installations shall comply with the Plans and Specifications. Any plant missing due to suspected theft shall be replaced by the Contractor. If the Contractor suspects that theft may be a problem, the Contractor shall provide written documentation to the City of Ukiah that security on this site needs to be intensified. The Contractor may relieve himself of theft responsibility if after the security notice, with no result, a written notice to the City of Ukiah shall be given that plant material will not be replaced for theft or vandalism due to lack of site security being maintained. This procedure may take place only during the Landscape Maintenance Period.

1.06 INSPECTION SCHEDULE

A. The contractor will meet with the City of Ukiah at intervals not to exceed of 30, 60, and 90 days to determine acceptability of the work. It will be the contractor's responsibility to initiate the date and time of such meetings.

B. The contractor shall be responsible for setting up all site visits and securing approvals from the various city departments that will be involved in this project including but not limited to: Parks Department, Public Works Department, Planning Department and the Building Department.

1.07 FINAL ACCEPTANCE OF THE PROJECT

A. During the progress of the maintenance period, the contractor and the City of Ukiah shall conduct inspection at not less then 30-day intervals to determine that the contractor has conducted ongoing maintenance activities. If in the opinion of the City of Ukiah, the contractor has not conducted ongoing maintenance in satisfactory manner, the work shall be rectified and/or completed by the contractor and the maintenance period shall begin over again.

B. Upon completion of all project work, including maintenance period, the City of Ukiah will, upon proper request, make an observation to determine final project acceptability.

C. Where observed work does not comply with the Plans and Specifications, replace rejected work and continue specified maintenance period until reinspected by the City of Ukiah and determined to be acceptable. All replacement materials and installations shall be in accordance with the Plans and Specifications. Remove rejected work and materials immediately from project. Prior to the date of final observation, Contractor shall provide the City of Ukiah with all Record Drawings and written Guarantee Statement in accordance with the Plans and Specifications.

PART 2 - PRODUCTS

2.01 MATERIALS

All materials used shall either conform to Specifications in other sections or shall otherwise be acceptable to the City of Ukiah. The City of Ukiah shall be given a monthly record of all herbicides, insecticides and disease control chemicals used.

PART 3 - EXECUTION

3.01 GENERAL

A. Proper maintenance, including watering, weeding, fertilization, repairing and protection shall be required until entire project is finally accepted, but in any event for a period of not less than the specified maintenance period after planting.

B. Watering: Thoroughly water to insure vigorous and healthy growth until work is accepted. Water in a manner to prevent erosion due to application of excessive quantities of water. When hand watering use a water wand to break the water force.

C. Weeding: Keep plant basins and areas between plants free of weeds. Control weeds by spade removal when necessary. Avoid frequent soil cultivation that destroys shallow roots. Weeding also shall be included in all paved areas including public or private sidewalks. Do not apply herbicides besides the two applications specified prior to planting.

D. Tree Protective Material, Stakes and Mats shall be inspected and adjusted to prevent rubbing that causes bark wounds and remain installed per plan.

E. Insect, Animal, Rodent and Disease Control: Maintain proper control with legally approved materials as required as part of the Contract.

F. Protection: The Contractor shall maintain protection of the planted areas. Damaged areas shall be repaired or replaced at the Contractor's expense.

G. Trash: Remove trash weekly within project limit of work.

H. Replacement: As per Guarantee and Replacement Specifications of this Section.

3.02 HYDROSEED MAINTENANCE

A. Watering: Maintenance for irrigation of seeded areas shall not begin until the specified seed has germinated at an acceptable rate as determined by the City of Ukiah. Provide all necessary irrigation maintenance so as to supply a flow of water to the seeded areas without interruption, at such frequency as weather conditions require to replenish soil moisture below root zone and to establish healthy strands of grass.

B. Weed Control: If needed, control broad leaf weeds with spade removal (no herbicides).

C. Replacement: At conclusion of maintenance period a final observation of seeded areas shall be made. Remove diseased areas and unhealthy strands of grass from the site; do not bury into the soil. Replant areas with materials and in a manner as specified on the Plans and Specifications at no additional cost to the City of Ukiah.

3.03 IRRIGATION SYSTEM

A. System Observation: The Contractor shall check all systems for proper operation. Lateral lines shall be flushed out after removing the last drip transition. Drip tubing to zones to be flushed out after assembly, prior to burial. All emitter locations are to be adjusted as necessary for unimpeded coverage.

B. Controllers: Set and program automatic controllers for seasonal water requirements. Give the Owner's representative instructions on how to turn off system in case of emergency.

C. Repairs: Repair all damages to irrigation system at the Contractor's expense. Repairs shall be made within twenty-four (24) hours.

END OF SECTION

CITY OF UKIAH
TREE MANAGEMENT
GUIDELINES

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

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

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

1.0 PURPOSE STATEMENT

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

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

Community Forest Management Plan Vision Statement

2.0 DEPARTMENTS AFFECTED

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

3.1 RESPONSIBILITY

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

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

3.2.1 Community Services Department is responsible for all trees in public parks including the Commemorative Program trees.

3.2.2 Public Works Department is responsible for all trees in the public right of way and creeks.

3.2.3 Electric Utility Department is responsible for trimming of trees to maintain clearance from primary electric lines and facilities

3.2.4 Planning and Community Development Department is responsible for oversight of all landscaping plans filed by the applicant.

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

4.0 TRAINING

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

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

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

5.0 POLICY GOALS

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

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

6.1 GUIDELINES FOR TREE CARE AND MAINTENANCE

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

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

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

6.2.1 Conservation of Landmark Trees**:** These are individual trees that are considered unique because of size, species, historical significance, and shall be given extra protections and consideration for retention. Refer to the Glossary of Terms.

6.2.2 Conservation of Commemorative Program Trees: These are individual trees or groves purchased by someone from the City of Ukiah to memorialize an individual or group. Refer to the Glossary of Terms.

6.2.3 Existing Trees: Staff shall change use patterns in root zones whenever practical. For example: Vehicles parked or materials stored in the root zone shall be subject to an education and/or enforcement campaign to reverse the damage to the tree roots; pathways causing excessive compaction around tree roots shall be relocated if other options are deemed insufficient. Fencing, boulders, logs and landscaping are reasonable deterrents to reduce further damage and shall be used whenever practical. Refer to ISA BMP Integrated Vegetation Management.

6.2.4 Special consideration shall be given for unique situations. Every effort shall be made to protect trees growing near underground streams.

6.1.5 Storm water flooding and sedimentation of drainage areas shall be properly considered before tree removal.

6.1.6 The relationship of vegetation to slope stability will be a primary consideration in all proposed vegetation management on slopes.

6.1.7 Diseased or Infested Plants That Pose Risk to Trees: Action shall be taken to effectively decrease risk to other trees from pests and diseases. This may include removal and destruction of affected materials, pesticide treatments and/or alternative cultural practices. Other qualified experts shall be consulted as needed. Refer to ISA BMP Integrated Pest Management; City of Ukiah Integrated Pest Management Plan.

6.1.8 Damage, Vandalism and Illegal Cutting: Action shall be taken whenever possible to investigate and prosecute vandalism and illegal cutting of city-owned trees. Compensation for damages shall be sought based on the appraised value in accordance with The Guide for Plant Appraisal as authored by the Council of Tree and Landscape Appraisers.

6.2 **Planting:** Planning before planting can ensure that the right tree is planted in the right location. Proper tree selection and placement prevents tree damage and costly maintenance like trimming. Consideration of water requirements and climate and surrounding infrastructure such as sidewalks, sewer lines and overhead/underground power lines shall improve the chances for optimum growth potential. Refer to the City of Ukiah's Master Tree List; City of Ukiah Tree Planting and Maintenance Recommendations; ISA BMP Tree Planting; and ISA BMP Tree Support Systems.

6.3 **Root Environment and Tree Root Zones:** Refer to the Glossary of Terms. Whenever feasible, a pro-active program of cultural practices shall be implemented to maintain the health and vitality of City trees. Refer to ISA BMP Tree and Shrub Fertilization.

6.3.1 Trees in parks, fields and all other areas both developed and undeveloped:

6.3.1.1 Soil Compaction: Every effort shall be made to avoid the compaction of soil in root zones and to encourage penetration of rainfall deep into the soil.

6.3.1.2 Mulch: Organic material such as mulch and leaves shall not be removed
under the tree canopy.

6.3.1.3 Crews shall, when feasible and practical, establish and maintain the areas under tree canopies free of turf and invasive plant species. The use of native grasses and plants are encouraged, as are plants associated with the trees above them. Special consideration shall be given to oak trees and the use of drought tolerant plants near them.

6.3.1.4 Parking: Vehicles and equipment should be parked on paved areas, streets and parking lots.

6.3.1.5 Pavement: The use of pavement within park and garden areas shall be limited as much as possible, especially under tree canopies. Whenever pavement is necessary the use of permeable materials is preferred. Remove the affected curb and damaged or cracked pavement due to root uplift when feasible. Level the section with mulch, chips, sand, or gravel rather than replacing the area with impervious materials.

6.3.1.6 Leaf Blowers: The use of leaf blowers is discouraged. Leaf blowers should not be used to blow debris with native soil.

6.3.1.7 Pesticides: The use of pesticides is discouraged. Please refer to the City
Integrated Pest Management policy.

6.3.1.8 Stakes: In the unusual situation when stakes are needed they should be driven in outside the root ball. ISA BMP Tree Support Systems shall be followed.

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

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

6.5 **Consultation with a Qualified Arboricultural Professional:** When planning and designing a public improvement project the City shall seek the appropriate qualified expert when the project involves or is near a tree or trees.

6.6 **Pruning Standards:** The latest pruning standards established by the International Society of Arboriculture shall be used in the maintenance of trees and are detailed in the ISA Best Maintenance Practice booklets. Refer to ISA BMP Tree Pruning; ISA BMP Utility Pruning of Trees. Such maintenance will include:

6.6.1 General pruning for clearance to prevent injuries and to facilitate maintenance and vehicle clearance.

6.6.2 Pruning dead, dying, and diseased sections to improve the health and appearance of the tree and to prevent accidents.

6.6.3 Pruning for clearance around lighting and overhead lines.

6.6.4 Pruning back for authorized passage on service roads, walkways and paths.

6.6.5 Pruning requested by a private property owner. Such requests do not obligate the Department to prune trees, shrubs, and/or vegetation. It is the responsibility of the business owner to plan their signage so that visibility is not affected by growing trees.

6.6.6 Pruning in park areas identified as places of illegal or inappropriate activity in order to improve general visibility and increased police surveillance.

6.7 **Birds and Nesting:** Except in emergencies nesting birds or nests shall not be disturbed or harassed by pruning or removal activities. To avoid nesting season such activities shall occur between September 1st and March 31st. Fish and Game Code 3503: "It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird..." The Migratory Birds Treaty Act of 1918 also applies.

6.8 **Unnecessary Wounding:** Because “topping” of trees can cause permanent damage by promoting decay, as well as unnatural, dense and weak branching structure, topping shall not be practiced or permitted except under special circumstances. Not only can a tree sustain wounds to the branches or top, it can also sustain wounds to the trunk. Therefore, these policies shall reinforce the protection of the trunk area from wounds associated with a lawn mower or other equipment.

6.9 **Hazardous Tree Management:** Public health, safety and general welfare will be maintained through the use of generally accepted professional practices of evaluation and treatment to reduce risks to people and property from hazardous trees. Attention to proper selection, planting and maintenance of new trees shall also be pursued to achieve long- term risk reduction.

6.9.1 The City of Ukiah shall assess and manage the risk of tree failure within the limits of available fiscal and human resources. Priority shall be given to locations and situations with high probability of failure and high potential damage or injury that may result.

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

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

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

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

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

7.1.2 Dead, dying or diseased trees.

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

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

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

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

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

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

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

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

7.2 **Tree Replacement:** At least one tree shall be planted for every tree that is removed from City property. Replacement tree species shall be selected so that overall mature canopy volume will be maintained or increased. It is preferable to plant the replacement tree in close proximity to the original tree's location. The replacement tree may be located elsewhere, if local conditions contributed to the previous tree's failure (See Section 6.2). New locations should be found on the same site or in the same neighborhood at a location of similar or greater value. Preference shall be given for planting native trees whenever feasible.

7.3 **Replacement Plantings:** The City shall undertake the task of replacement plantings to mitigate the effects of vegetation removal and to reestablish the landscape and increase overall mature forest canopy. The City shall determine the species of tree to be planted on City property and the planting location. Every effort shall be made to select a species compatible with the existing tree plantings on the street, the neighborhood identity, the maturity of the trees, space available for growth, the presence of underground and overhead utility lines, utility poles, streetlights, driveway approaches and fire hydrants.

7.4 **Phasing:** The City of Ukiah when appropriate shall consider a phased approach to vegetation management to reduce potential short-term negative aesthetic and/or wildlife habitat impacts (associated with such actions).

7.5 **Wildlife and Habitat:** Trees and forested areas are recognized as important habitat for native wildlife and providing vital wildlife corridors. Trees, undeveloped landscapes and creeks will be managed to optimize them for wildlife habitat. Refer to the City of Ukiah Creeks Maintenance Policies and Procedures.

8.0 SUMMARY

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

9.1 GLOSSARY OF TERMS

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

9.2 **Commemorative Program Tree Program** provides an opportunity for the public in celebrating an event or memorializing a loved one by the planting of a young tree or trees while improving the appearance and canopy of City parks. A tree or grove is purchased from the City of Ukiah to honor or memorialize an individual or group. Such tree(s) are identified and recorded by the City of Ukiah with the name of the tree species, dedicated individual or group and the name of the donor.

9.3 **Developed landscape** is property that has been graded and/or planted, and contains plantings that are distinct from typical native forest. These active and/or passive recreational landscape areas are routinely maintained by park staff for public use. Developed landscapes shall include, but are not limited to: lawns, athletic fields, boulevards, golf courses including pitch and putt, lawn bowling greens, play areas, squares, places, triangles, and swimming beaches.

9.4 **Hazardous Tree** is a tree that can be predicted to fail and has a high probability of striking people or property causing injury or damage.

9.5 **Invasive exotic vegetation** consists of species of plants that are not native to our region and exhibit aggressive growth to the exclusion of native or planted landscapes and wildlife.

9.6 **Landmark Trees** are individual trees that have been designated as unique because of size, historical/commemorative association, and distinct form, as an outstanding specimen or are important for wildlife habit. Such trees will be given extra protection and consideration for retention. Rules and regulations for landmark trees are defined in the City's Landmark Tree Program and/or Downtown Zoning Code.

9.7 **Topping** is the removal of the terminal shoot of a tree to a stub or lateral branch that is not sufficiently large enough to assume a terminal role or cannot be expected to achieve wound closure to inhibit decay.

9.8 **Tree Failure** is the breaking and falling of a tree or any substantial part of a tree. This does not include falling leaves or fruit.

9.9 **Tree Root Zone** is the area from the trunk to the drip line or the edge of the unpruned canopy around a mature, uninjured tree or the anticipated root zone of a young tree.

9.10 **Qualified Arboricultural Professional** is a tree care professional with a minimum of two years of experience in the evaluation and care of trees in combination with a professional license or certification that measures minimum competency in relevant subjects, including protection of public health, safety and welfare. Acceptable titles include Certified Arborist, Registered Consulting Arborist, Registered Professional Forester, and Landscape Architect.

9.9.1 **Undeveloped Landscape** is property that contains native or volunteer (self-propagated) plants and is not intended for recreational use except along designated trails. Undeveloped landscapes are (usually) not as intensively maintained as developed landscapes.

10.0 ADDITIONAL RESOURCES

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

These documents are:

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

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS

FOR

RIVERSIDE PARK REGENERATION

SPECIFICATION NO. 24-05

ADD STAMP HERE

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
300 Seminary Avenue
Ukiah, California 95482-5400

Bids Open: **_____,_____, _____**
2:00 p.m.
Office of City Clerk

DRAFT

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

JOSEFINA DUEÑAS – MAYOR

DOUGLAS CRANE– COUNCIL MEMBER

SUSAN SHER – COUNCIL MEMBER

JUAN OROZCO– COUNCIL MEMBER

MARI RODIN– COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – PROCUREMENT MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
APRIL 2024

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR
RIVERSIDE PARK REGENERATION
SPECIFICATION NO. 24-05

NOTICE IS HEREBY GIVEN that sealed standard proposals for RIVERSIDE PARK REGENERATION will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on _____, _____, 20___, at which time, or as soon thereafter as possible, they will be publicly opened and read. Bids shall be addressed to the City Clerk and shall be endorsed "RIVERSIDE PARK REGENERATION." Bids are required for the entire work described herein. No fax bids will be accepted.

ENGINEER'S ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit of Measure
1	Mobilization, Demobilization, and Final Cleanup	1	LS
2	Storm Water Pollution Prevention Plan (SWPPP)	1	LS
3	Storm Water Sampling and Analysis	1	LS
4	Temporary Water Pollution Control Measures	1	LS
5	Progress Schedule (Critical Path Method)	1	LS
6	Construction Area Signs	1	LS
7	Construction Survey	1	LS
8	Remove Debris Material	1	LS
9	Clearing and Grubbing	1	LS
10	Remove Tree and Stump	3	EA
11	Soil Export (Contaminated Soil)	1	LS
12	Tree Protection	1	LS
13	Grading (Allowance)	25,000	CY
14	Bentonite	552	CY
15	Soil Amendment Placement	1	LS
16	Basalt Chip	28	CY
17	Planting	1	LS
18	Hydroseed	6	ACRE
19	Irrigation	1	LS
20	Plant Establishment Work	1	LS

BID ALTERNATES

Item No.	Description	Quantity	Unit of Measure
A1	Boulder Placement	9	EA

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

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

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

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

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the DIR Director has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes for the City of Ukiah. Copies of his General Prevailing Wage Determination are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD/.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the Bid Book and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of Bid book. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. Attention is directed to the Federal minimum wage rate requirements in the Bid book. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The prime contractor for the work herein shall possess a current, valid State of California, Class A (General Engineering) Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

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

Dated:_____ _____

Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES:

INSTRUCTIONS TO BIDDERS

RIVERSIDE PARK REGENERATION shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the City of Ukiah amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said City. Said check shall be forfeited, or said bond shall become payable to said City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with the City and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the City for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within 180 working days. The Contractor will pay to the City the sum of five thousand ($5000.00) dollars per day for each and every calendar day delay beyond the time prescribed.

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

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

The BIDDER is advised that this is a federal and state funded project, and as such subject to substantial special provisions and requirements. The BIDDER must ensure that all state and federal provisions are read, understood and complied with during the duration of the project, particularly regarding DBE (see definition, below) issues and related Good Faith effort. In the case of discrepancies between City of Ukiah and federal requirements, federal shall prevail.

Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their

officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

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

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

Bidder Inquiries and Questions

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

Mary Horger, Procurement Manager
Fax: (707) 313-3621
Email: mhorger@cityofukiah.com

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

Location of the Work

All of the work to be performed is within the City of Ukiah at Riverside Park, 1281 E. Gobbi Street.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

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

a. "City of Ukiah" or "City" shall mean the City of Ukiah, Mendocino County, California, acting through its City Council or any other board, body, official or officials to which or to whom the power belonging to the Council shall by virtue of any act or acts, hereafter pass or be held to appertain.

b. "Engineer" shall mean the Engineer duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.

c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him or her or them.

d. "Contractor" shall mean the party entering into contract with the City of Ukiah for the performance of work covered by this contract and his or her authorized agents or legal representatives.

e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the City or its duly authorized representatives.

f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.

g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.

h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the City, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to the City if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.

i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

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

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

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

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

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

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

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

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

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

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

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

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

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

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

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

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

1-11. **Addenda**. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at

www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

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

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

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

SECTION 3. SCOPE AND INTENT OF CONTRACT

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

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

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

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

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

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

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

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

respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

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

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

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

SECTION 4. BONDS

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

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

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

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

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

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

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

4. Course of Construction insurance covering for “all risks” of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury and property damage.

4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

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

5-04. Other Insurance Provisions

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

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

2. The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

6. Course of Construction policies shall contain the following provisions:
   a.) The City shall be named as loss payee.
   b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

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

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

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

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

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

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

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

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

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

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

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

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

liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Engineer and recover from the

City payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Engineer.

(1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.

(2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.

(3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

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

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately.
mediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

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

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

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.

4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.

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

6. Travel and Subsistence Payments.

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

7. Apprentices.

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

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

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

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

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

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

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

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

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

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

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

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

the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

SECTION 8. WORKMANSHIP, MATERIALS AND EQUIPMENT

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

8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

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

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

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

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

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

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

SECTION 9. PROSECUTION OF WORK

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

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

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

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

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify

the Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

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

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

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

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

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars ($25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT

10-01. Certification by Engineer. All payments under this contract shall be made upon the presentation of certificates in writing from the Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment. The Engineer shall, within the first seven (7) days of each month, make an estimate of the value of the work performed in accordance with this contract during the previous calendar month.

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full

calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

The estimate shall be signed by the Engineer and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Pubic Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.

(c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

(d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars ($500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.

(h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

(i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

(j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

(k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.

(l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with City or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of City, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by City or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared and executed by City, the Contractor and the escrow agent, which may be City. The escrow agreement shall specify, among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow. City shall have no obligation to enter any such Agreement that does not provide the City with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. The Engineer shall, as soon as practicable after the final acceptance of the work done under this contract, make a final estimate of the amount of work done thereunder and the value thereof.

Such final estimate shall be signed by the Engineer, and after approval, the City shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments. Should any payment due the Contractor or any estimate be delayed, through fault of the City beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the City shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the Engineer and approved by the City increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.05 "Changes and Extra Work", and Section 9-1.04,"Force Account" of the Standard Specifications.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of five thousand dollars ($5000.00) per day for each and every calendar day's delay beyond the time prescribed.

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Claims Procedure Required by Public Contract Code Section 9204. This section shall apply to any claim by the Contractor arising in connection with this project in accordance with Public Contract Code Section 9204.

a. For purposes of this section "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under this contract.

(B) Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

b.

(1)

(A) Upon receipt of a claim pursuant to this section, the City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and the contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The Contractor shall furnish reasonable documentation to support the claim.

(C) If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph (3) shall apply.

(2)

(A) If the Contractor disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to in writing by the City and the Contractor, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(3) Failure by the City to respond to a claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the Contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

c. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

11-04. Litigation and Forum Selection. Contractor and City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

Except as otherwise expressly provided by law, the parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract. The City disclaims an express or implied warranty that the plans and specifications identify all site conditions that could affect the time or cost to complete the Work.

11-05. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work. The work involves construction of seasonal wetlands at 1281 East Gobbi Street in Ukiah, California within Riverside Park. The tasks include but are not limited to clearing and grubbing, maintenance of SWPPP, installation of stormwater BMP's, monitoring and maintenance of erosion control measures, removal and off haul of existing concrete/asphalt debris, grading and contouring to create wetlands, confirmation of final grades, new gravel paths, planting and irrigation, maintenance of planting and irrigation.

The Contractor should familiarize himself with the local conditions of the project sites. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Mary Horger at (707) 463-6233.

12-02. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details (Special Provisions)
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. General locations and linear quantities of the work are shown in on the Plans. The Plans consist of one hundred and seven (107) sheets numbered 1 through 107 and they are hereby made a part of the Contract Documents.

12-04. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-05. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work. The Contractor shall obtain an encroachment permit from the City of Ukiah Public Works Department at no cost prior to the start of the Work. The encroachment permit will not be issued until the Contract Agreement and bonds have been executed, submitted, and accepted by the City and all insurance endorsements have been submitted to and accepted by the City's Risk Manager.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation 2018, are hereby made a part of these special provisions, and are hereinafter referred to as "Standard Specifications" and "Standard Plans." These special provisions specify the qualitative technical requirements of the project.

Whenever in the Standard Specifications and the Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation - Caltrans

Director of Public Works - The City of Ukiah Director of Public Works/City Engineer.

Engineer - The Engineer, designated by the City Council, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the City of Ukiah and approved by Caltrans to test materials and work involved in the contract.

State or Owner - The City of Ukiah

Other terms appearing in the Standard Specifications and the Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (City) Special Provisions
2. (City) Project Plans
5. Technical Specifications

12-07. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-08. Public Convenience and Safety. Attention is directed to Section 7-1.03, "Public Convenience," 7-1.04, "Public Safety" of the Standard Specifications. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work.

12-09. Maintaining Traffic. Attention is directed to Section 7-1.03, "Public Convenience," 7-1.04, "Public Safety," 12-1.01, “General,” and 12-3," Temporary Traffic Control Devices," of the Standard Specifications.

Streets shall be open to through vehicular traffic during non-working hours. The Contractor shall provide temporary pavement, trench plates and any other methods shall be utilized to allow for a normal driver experience. The Contractor shall provide all applicable signage through the work zone to inform the public of the condition of the roadway through the site. During work hours public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Access to abutting property, driveways and building entrances shall be maintained during the performance of the work. The Contractor is advised that commercial and residential businesses immediately abut the Project Area. The Contractor shall provide advance written notification of the work and of temporary closures of driveways to the abutting property owners or managers of the businesses at least 5 business days prior to the start of the Work or the temporary closure of the driveway to the respective business property. The format and content of the Notice by the Contractor shall be approved by the Engineer prior to its issuance to the public. The Contractor shall provide trench plates at driveways and left turn pockets after the trench and roadway excavation has been made at those particular locations. The Contractor shall maintain safe and accessible (ADA compliant) walkways to all business entrances within the Project Area for the duration of the project. Under no circumstances shall access to any business be blocked or closed without the written approval of the City and written consent of the business owner.

12.10. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

The Contractor’s attention is also directed to Section 13, “Water Pollution Control,” of the Standard Specifications and to Section 13-3, “Storm Water Pollution Prevention Plan”, of the Standard Specifications concerning the requirement for submittal to the Engineer for approval of a Storm Water Pollution Prevention Plan (SWPPP) for the control of pollution to adjacent drainage courses during the construction of the project. Said SWPPP shall include the erosion control provisions required by Section 13, “Water Pollution Control”, of the Construction Details.

12-11. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one (1) year from the date of final acceptance, except where longer warranties are specified herein. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

12-12. Utilities. No water, sewer or electrical services will be provided by the owner. It is the Contractor's sole responsibility to arrange such services as necessary.

12-13. Dust Control. Dust control shall conform to the provisions of Section 18 “Dust Palliatives” of the Standard Specifications.

Dust shall be managed all active construction areas by water at least twice daily and more often during hot or windy periods or use of a dust palliative. The active construction areas adjacent to businesses and residential areas shall be kept damp at all times. Hauling trucks shall be covered and at least a two-foot freeboard shall be maintained.

Unpaved access roads, parking areas for construction equipment and construction employee vehicles, staging areas, and storage areas shall be paved with hot mix asphalt or have a stabilized access in accordance with the details of TC-1, “Stabilized Construction Entrance/Exit,” of the Caltrans Construction Site Best Management Practices Manual or Standard Plan T58. Unpaved construction staging areas shall receive the application of either water twice daily or a dust palliative. All paved roads, parking areas, staging areas, storage areas, and public roads impacted by the work of the project shall be swept daily with street sweepers equipped with water spray to remove soil materials that have been deposited on these surfaces by reason of the work.

The Contractor shall enclose, cover, or water twice daily or apply non-toxic soil stabilizers or install erosion control blankets to or on exposed stockpiles, embankment slopes, and cut slopes.

Traffic speeds on unpaved surfaces shall be limited to a maximum speed of 15 mph

12-14. Noise Control. The Contractor’s attention is directed to the provisions of Section 14-8.02, “Noise Control", of the Standard Specifications and Section 9.08, Saturday, Sunday, Holiday, and Night Work, of these General Conditions concerning the control of noise emissions and authorized work hours and days. Between 7:00 a.m. and 7:00 p.m., noise from Contractor’s operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dB at a distance of 50 feet from the noise source.

The Contractor shall notify all residents, businesses and property owners within a 500-foot radius of the construction site about the proposed construction schedule. The notification shall be in writing and it shall be developed by the Contractor and submitted to the City for approval a minimum of 5 working days prior to the proposed public notification.

The City shall provide a Noise Disturbance Coordinator who shall be responsible for acting on any local complaints concerning the construction noise being generated by reason of the work of the project. The Contractor shall conspicuously post a telephone number for the Noise Disturbance Coordinator at the construction site and he shall include it in the construction schedule notice to be provided to the residents. The Noise Disturbance Coordinator shall investigate the noise complaint allegations and shall require the Contractor to implement reasonable measures to mitigate the noise level in accordance with the requirements of these General Conditions and of the Standard Specifications.

The Contractor shall locate all stationary noise generating construction equipment such as air compressors and generators as far as practical from the nearby residences and other noise sensitive land uses. The noise source shall be acoustically shielded when practical. The Contractor shall prohibit unnecessary idling of internal combustion engines.

12-15. Watering. The application of water shall be performed in accordance with the provisions of Section 18, “Dust Palliatives,” of the Standard Specifications except as modified by these Special Provisions. The Contractor is advised that water may be obtained from fire hydrants within the Project Area under permit with the City’s Public Utilities Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at Public Utilities Department-Water Division Building within the City’s Corporation Yard located at 1320 Airport Road, (707) 463-6200.

12-16. Preconstruction Conference. A preconstruction conference shall be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12-17. Progress Schedule. Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.02D, "Level 3 Critical Path Method Schedule," of the Standard Specifications. Critical Path Method (CPM) schedules shall be prepared using Microsoft Project software, or an equivalent software application approved by the

Engineer. After baseline schedule is accepted by the Engineer, Contractor shall update and submit the CPM schedule to Engineer for review every 2 calendar weeks.

12-18. Progress Meetings. The Engineer shall schedule, arrange and conduct progress meetings. These meetings shall be conducted once per week, or as mutually agreed by Contractor and City, and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, and others, who are active in the execution of the Work. The purpose of these meetings shall be to review the Contractor's CPM schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings and record the meeting minutes.

12-19. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

12-20. Public Notification. The Contractor shall be responsible for all public notification regarding construction work, including detours, lane and street closures, hours of operations, and notification of effected commercial businesses and residences within 1000 feet of the construction. For any business impacted by construction, the Contractor shall provide adequate sized on-site signage indicating that businesses are open during construction. The Contractor shall prepare public noticing via the newspaper, radio announcements, notification of the emergency vehicle agencies, public transit, Ukiah Unified School District, Ukiah Municipal Airport. At a minimum, Main Street, State Street, School Street, Perkins Street, and Gobbi Street will be affected by potential detours and street closures, with recommended alternate routes of travel. Access will be restricted to businesses and residents only during construction closures. Location of street closures signage shall be positioned to give motorists the ability to use alternate routes prior to coming to a dead end road closed for construction. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval prior noticing to the public. All public noticing shall be performed a minimum of one (1) calendar week prior to instituting traffic control, and lane or street closures. The tentative construction schedule shall be included in the public noticing, and the use of temporary traffic signalization of intersections shall be noted. **The Contractor shall submit all public notice language to the City Engineer for approval prior to publication of notices. All road closures, detour routes, and traffic control including temporary lane closure plans shall be submitted by the Contractor to the City Engineer for approval prior to public noticing and use.**

STANDARD PLAN LIST

The following Standard Plans are incorporated by reference:

NOT USED

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

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DIVISION I GENERAL PROVISIONS

1 GENERAL

No Changes

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2 BIDDING

Add to section 2-1.06B:

The City makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the *Information Handout*	
Available as specified in the *Standard Specifications*	
Included with the project plans	
Available for inspection at the Transportation Laboratory	
Available for inspection at the District Office Telephone no.: _____	
Available for inspection at: City of Ukiah Public Works Dept. Telephone no.: (707) 463-6755	

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3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.06:

The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

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4 SCOPE OF WORK

Replace section 4-1.03 with:

The work involves construction of seasonal wetlands at 1281 East Gobbi Street in Ukiah, California within Riverside Park. The tasks include but are not limited to clearing and grubbing, maintenance of SWPPP, installation of stormwater BMP's, monitoring and maintenance of erosion control measures, removal and off haul of existing concrete/asphalt debris, grading and contouring to create wetlands, confirmation of final grades, new gravel paths, planting and irrigation, maintenance of planting and irrigation.

^^

5 CONTROL OF WORK

Add to section 5-1.20A:

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

Coincident or Adjacent Contracts

City Contract no.	City–Route–Post Mile	Location	Type of work

Replace section 5-1.26 with:

Construction surveying including horizontal and vertical control and construction staking shall be the responsibility of the Contractor. Vertical and horizontal control is to be established from the existing Control Points established by the City and shown on the Plans. Vertical Control Points are shown on the Plans.

Prior to the start of excavation work, the Contractor will be required to pothole existing utilities and other underground piping for the purpose of verifying location and depth a minimum of five (5) working days in advance of excavation. The limited utility information indicated on the Plans reflects a baseline sampling of potential utility conflicts identified during the design of the project. The Contractor is responsible for potholing at these locations at a minimum. Additional utility location efforts may be required by the Contractor to positively locate all utilities impacted by the project. As a part of the Work, the Contractor will be responsible for performing all survey and construction layout work and performing testing and quality control work.

Add to section 5-1.36A:

All temporary facilities are the responsibility of the Contractor and the removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the installation and removal of the Contractor's temporary facilities.

The City will not arrange temporary water, sewer or electrical services for construction. It is the Contractor's sole responsibility to arrange such services as necessary with the applicable utility provider(s).

^^

6 CONTROL OF MATERIALS

Add to section 6-2.01A:

The Contractor shall be responsible for controlling the quality of the materials incorporated into the work and of the work performed. The City shall perform material sampling and testing to verify the work meets the specified quality

requirements (Quality Assurance). The City will perform soil and aggregate sampling and testing using an independent testing laboratory firm licensed to perform such tests. Other required sampling and testing may be performed by the City's independent laboratory certified to perform the type of sampling and testing assigned to or requested of them. Should any City performed test result indicate a non-compliance with the requirements of the Contract Documents, the Contractor shall remove and reconstruct or rework the non-complying portion of work at no additional cost to the City. All reconstructed and reworked items of work shall be tested at the Contractor's expense in the same manner as required for the initial work at no additional cost to the City. Prior to any removal, reconstruction or rework of any work item already incorporated into the project, the Contractor shall first obtain the approval of the Engineer as to the Contractor's proposed methods for removal, reconstruction or rework.

Examples of Quality Control material tests required by the Contractor on this project include, but are not limited to, compaction and gradation of aggregate base, Portland cement concrete and hot mix asphalt, compaction on roadway subgrade, and gradation & durability on aggregate materials.

The City reserves the right to test, at its own cost, any item of work that has been tested by the Contractor and any independent testing performed by the City shall not relieve the Contractor of his responsibility for sampling, testing, reporting and overall quality control required by the Contract Documents. Should any independent tests performed by the City indicate non-compliance with the Contract Documents, upon notice of the Engineer, the Contractor shall retest that portion of the work not in compliance to the independent test. The City will closely monitor the Contractor's retest. Should the Contractor's retest indicate compliance with the Contract Documents, the direct costs related to the retest shall be paid as extra work pursuant to the provisions provided in Section 9 of the Standard Specifications. Should the Contractor's retest indicate non-compliance, the Contractor shall remove, reconstruct, or rework the non-complying portion of work and the cost of the replacement work and retest shall be borne by the Contractor.

The Contractor shall be responsible for all material and functional testing required for all electrical, lighting and traffic signal equipment as required by the Standard Specifications.

Full compensation for performing all sampling, testing, reporting, retesting, if required, and overall quality control shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

^^

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.03:

The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic and businesses. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass through the work.

Add to section 7-1.04:

The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

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8 PROSECUTION AND PROGRESS

Add to section 8-1.02D(1):

Level 3 Critical Path Method (CPM) Progress schedule will be required for this contract and shall conform to the provisions in Section 8-1.02D, "Level 3 Critical Path Method Schedule," of the Standard Specifications. After baseline schedule is accepted by the Engineer, Contractor shall update and submit CPM schedule to Engineer for review every 2 calendar weeks. Progress schedule will be paid for as described in Section 8-1.02D(10).

Replace section 8-1.02E with:

The Engineer shall schedule, arrange and conduct progress meetings. These meetings shall be conducted once per week, or as mutually agreed by Contractor and City, and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, and others, who are active in the execution of the Work. The purpose of these meetings shall be to review the Contractor's CPM schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings and record the meeting minutes.

Replace section 8-1.03 with:

A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, work schedule, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents. Engineer will prepare and distribute an agenda for the preconstruction conference.

Add to section 8-1.04B:

The Contractor shall obtain and pay for all permits required to complete this work except the required City of Ukiah encroachment permit for work within the City right-of-way. The Contractor shall obtain an encroachment permit from the City of Ukiah Public Works Department at no cost prior to the start of the Work. The encroachment permit will not be issued until the Contract Agreement and bonds have been executed, submitted, and accepted by the City and all insurance endorsements have been submitted to and accepted by the City's Risk Manager.

Replace "Reserved" in section 8-1.04C with:

Physical work on the site shall not commence until a "No Fee" encroachment permit is issued by the City of Ukiah to the Contractor.

Do not start job site activities until the City authorizes or accepts your submittal for:

1. SWPPP
2. Traffic Control Plan
3. Dust Treatment Plan (Water base per section 18 Dust Palliative of the Standard Specifications.

Submit these items, submittals for other long lead-time items, within five (5) days after Notice to Proceed has been issued.

Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. *Notice of Materials To Be Used* form.
2. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
3. Written statement from the vendor that the order for electrical material has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

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9 PAYMENT

Add section 9-1.18:

9-1.18A Payment Item Descriptions

1. Payment for **Mobilization, Demobilization and Final Cleanup** will be made in two (2) equal payments at the lump sum allowance in the Bid Schedule, which price shall constitute full compensation for all such work. The scope of work for mobilization shall include, but not limited to, obtaining all bonds, insurance and permits, moving onto the site of all plant and equipment, submittal and approval of a schedule of values for lump sum items, and obtaining approval for all shop drawings and materials for signal equipment. Payment for demobilization and final cleanup shall occur when all required items per

the Contract are fulfilled and the site is free of equipment and clean and ready for use by the public. The bid amount for Mobilization, Demobilization and Final Cleanup items shall not exceed 2.5% of the total construction contract base bid price.

2. Full compensation for implementation and maintenance of **Storm Water Pollution Prevention Plan (SWPPP)** and conforming to the requirements Section 13 shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools and equipment for doing all work involved in the submission, approval, implementation, maintenance, revising and amending of the approved SWPPP as specified herein, including CSMRP, REAP, site inspection reports and storm water annual report, and no additional allowance will be made therefor. The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the requirements of this section "Storm Water Pollution Prevention Plan" as determined by the Engineer.

Retentions for failure to conform to the requirements of this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the requirements of this section will be released for payment on the next monthly estimate for partial payment following the date that a SWPPP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

3. Full compensation for preparation, implementation, sampling and reporting of **Storm Water Sampling and Analysis** and conforming to the requirements of this section shall be paid for at the contract unit price per **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment for doing all work involved in the preparation, implementation, sampling and reporting of each rain event as specified herein, and no additional allowance will be made therefor.

4. Full compensation to furnish, install and maintain **Temporary Water Pollution Control Measures** and conforming to the requirements of this section shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in the installation, construction, maintenance, removal and disposal of water pollution control practices, including non-storm water and waste management and materials pollution and water pollution control practices, except those shown on the plans for which there is a contract item of work and excluding developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional allowance will be made therefore.No adjustment of compensation will be made for any increase or decrease in the quantities of temporary water pollution control measures, regardless of the reason for the increase or decrease. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," shall not apply to temporary water pollution control measures.

5. Full compensation for developing, updating and maintaining **Progress Schedule (Critical Path Method)** will be paid for at the contract **lump sum** price, which price shall include developing and submitting a CPM progress schedule, updating and submitting the schedule every 2 calendar weeks, and maintaining the schedule through the duration of the contract, as specified in these Construction Details, and no additional allowance will be made therefor. Payment for Progress Schedule (Critical Path Method) shall be as follows:

- A total of 25 percent of the item total is paid upon completion of 5 percent of all work and acceptance of a schedule of values for each lump sum item in the bid schedule,
- A total of 50 percent of the item total is paid upon completion of 25 percent of all work,
- A total of 75 percent of the item total is paid upon completion of 50 percent of all work, and
- A total of 100 percent of the item total is paid upon completion of all work.

6. Full compensation for furnishing, placing, maintaining, and removing the **Construction Area Signs** will be paid for at the contract **lump sum** price, which price shall include furnishing all labor, materials, tools, equipment and incidentals for doing all work involved in furnishing and installing temporary construction area signs including changeable message boards, arrow boards, temporary relocation of regulatory signs, and for erecting or placing, maintaining (including covering and uncovering as needed) and when no longer required, removing construction area signs as specified in these Construction Details, and no additional allowance will be made therefor.

7. Full compensation for **Construction Survey** will be measured and paid for at the contract **lump sum** price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for performing all work involved in establishing and maintaining vertical control and horizontal control, staking, and related construction surveying required to perform the Work, and no additional allowances will be made therefor.

8. Full compensation for **Remove Debris Material** will be measured and paid for at the contract unit price per **cubic yard** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for performing all work involved in the removal of debris piles, hauling and disposal of removed materials, as specified in these Construction Details and shown on the Plans, and no additional allowances will be made therefor.

9. Full compensation for **Clearing and Grubbing** will be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for performing all work involved in clearing and grubbing, including but not limited to tree removal, vegetation removal, traffic control, dust control, construction water, vegetation, tree and brush removal, hauling, disposal fees, and coordination with utilities. within the limits shown on the Plans and as specified in these Construction Details, and no additional allowances will be made therefor.

10. Full compensation for **Remove Tree and Stump** will be measured and paid for at the contract unit price per **each**, which price shall include full compensation for all labor, materials, tools and equipment and doing all the work involved in removing street trees, including excavation and removal and all other incidentals, as shown on the Plans and specified in these Construction Details, and no additional allowances will be made therefor.

11. Full compensation for **Export Soil (Allowance)** will be measured and paid for on a **cubic yard** basis and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved, as specified in the Contract Documents, and as directed and approved by the Engineer including traffic control, temporary stockpiling, additional handling, loading, trucking, dump fees.

12. Full compensation for **Tree Protection** will be measured and paid for at the contract unit price per **lump sum**, which price shall include full compensation for all labor, materials, tools and equipment and doing all the work involved in protecting trees, as shown on the Plans and specified in these Construction Details, and no additional allowances will be made therefor.

13. Full compensation for **Grading (Allowance**) will be measured and paid for on a **cubic yard** basis and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved, as shown on the Plans, including, but not limited to plans sheets , and all associated section and detail plans, as directed and approved by the Engineer, including traffic control, excavation, temporary stockpiling, placement, compaction, dust control, construction water, subgrade preparation, over excavation & recompaction, geotechnical fabrics (if applicable), and import of any select fill as necessary. Handling, stockpiling, and placing of utility trench spoils, or any other activities generating earth spoils shall be considered incidental to the item of work. Contractor shall plan finished grades accordingly to incorporate utility trench spoils, or other earth spoils into their earthwork.

Prior to exporting soil, the Contractor shall meet with Engineer to discuss quantity of export and get authorization. Measurement shall be based on dump receipts from a landfill quantities as verified by engineer. Export Soil is an allowance to be used at the Engineer's discretion and approval. The Contractor is only entitled to compensation for this item with written authorization from the Engineer.

14. Full compensation for **Bentonite** will be measured and paid for on a **cubic yard** basis and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved, as shown on the Plans, including, but not limited to plans sheets, and all associated section and detail plans, as directed and approved by the Engineer, excavation, temporary stockpiling, placement, compaction, dust control, construction water, subgrade preparation, over excavation & recompaction, geotechnical fabrics (if applicable), and import of any select fill as necessary. Handling, stockpiling, and placing of utility trench spoils, or any other activities generating earth spoils shall be considered incidental to the item of work. Contractor shall plan finished grades accordingly to incorporate utility trench spoils, or other earth spoils into their earthwork.

15. Full compensation for **Soil Amendment Placement** will be measured and paid per **square foot** and shall include full compensation for furnishing all labor, materials, equipment, and incidentals, and for doing all work involved in placing the amendments, including excavation, incorporation, compaction and placing backfilling, amendments complete in place, as shown in the plans, as specified in the standard specifications, the special provisions, and as directed by the Engineer. Contractor to determine quantity required, City will provide and deliver soil amendment to project site.

16. Full compensation for **Basalt Chip** will be measured and paid per **cubic yard** and shall include full compensation for furnishing all labor, materials, equipment, and incidentals, and for doing all work involved

in planting, including excavation, compaction and placing backfilling, as shown in the plans, as specified in the standard specifications, the special provisions, and as directed by the Engineer.

17. Full compensation for **Planting** will be measured and paid per **each** and shall include full compensation for furnishing all labor, materials, equipment, and incidentals, and for doing all work involved in planting, including excavation, compaction and placing backfilling, as shown in the plans, as specified in the standard specifications, the special provisions, and as directed by the Engineer

18. Full compensation for **Hydroseed** will be measured and paid per **square foot** and shall include full compensation for furnishing all labor, materials, equipment, and incidentals, and for doing all work involved in planting, including excavation, compaction and placing backfilling, as shown in the plans, as specified in the standard specifications, the special provisions, and as directed by the Engineer.

19. Full compensation for **Irrigation** will be measured and paid per **lump sum** and shall include full compensation for furnishing all labor, materials, equipment, and incidentals, and for doing all work involved in planting, including excavation, compaction and placing backfilling, as shown in the plans, as specified in the standard specifications, the special provisions, and as directed by the Engineer.

20. Full compensation for **Plant Establishment Work** will be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for performing all work involved in maintaining the new landscape planting for a 125 day plant establishment period starting after Notice of Substantial Completion of the contract, including but not limited to irrigation system maintenance, replacement of damaged or defective irrigation system components, and replacement of damaged plants and trees, trimming of plants and trees, fertilizing, removal of weeds, pest control, debris removal, and all incidentals, as shown on the Plans and City of Ukiah Standard Plans, and specified in these Construction Details, and no additional allowances will be made therefor.

BID ALTERNATES

A1. Full compensation for **Boulder Placement** will be measured and paid per **each** and shall include full compensation for furnishing all labor, materials, equipment, and incidentals, and for doing all work involved in placing the boulder, including excavation, compaction and placing backfilling, boulder complete in place, as shown in the plans, as specified in the standard specifications, the special provisions, and as directed by the Engineer.

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DIVISION II GENERAL CONSTRUCTION

10 GENERAL

No Changes.

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12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

Prior to commencing construction which will affect existing traffic, the Contractor shall submit for review by the Engineer, a Traffic Control Plan on 11" x 17" paper which contains only information specifically related to work zone traffic control, including pedestrian traffic control. The plan will show which *California* MUTCD typical application is to be used for each work operation. If the Contractor proposed to use the current edition of the MUTCD in specific work operations, they shall submit in writing for consideration which Typical Application Diagram will be used for each work operation. A Traffic Control Plan or proposal shall be submitted to the Engineer for review at least two weeks prior to implementation. Upon request, the Contractor shall submit to the Engineer a sketch showing the proposed signing and barricading to be used in the project.

The Traffic Control Plan shall be prepared by, sealed and signed a California licensed civil or traffic engineer and contain a title block which contains the Contractor's name, address, phone number, project superintendent's name, contract name, dates and hours traffic control will be in effect, and a space for review acknowledgment.

The content of the Traffic Control Plan shall include, but is not limited to, the following:

A. Show location and limits of the work zone.
B. Give dimensions of lanes affected by traffic control that will be open to traffic.
C. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans standard.

D. Dimension location of signs and cone tapers.

E. Identify side streets and driveways affected by construction and show how they will be handled.

F. Show how pedestrian access to businesses will be maintained through the construction site.

G. Show how pedestrian traffic will be handled through the construction site.

H. Show how public transit will be handled through the construction area.

I. Demonstrate how two-way traffic will be maintained.

J. Identify message board locations. A minimum of four (4) changeable message boards and four (4) arrow boards shall be required.

No work except for installation of project identification signs will be allowed to commence prior to approval of the Work Zone Traffic Control Plan.

Traffic shall be maintained at all times as provided in these Special Provisions except as otherwise approved by the Engineer.

The Contractor will be required to keep all residents and businesses notified of the work schedule as it affects their access.

The Contractor shall maintain contact with the Ukiah Electric Utility Department dispatch office regarding start and completion of the following:

- Construction activity that may impede emergency vehicles, school buses, etc.

- Construction activity such as trenches or other excavation that prohibit access.

- Construction activity that removes a fire hydrant from service.

The Contractor shall provide the name and telephone number of a person directly responsible for the construction activity to the Ukiah Police and Fire Departments and Life Medical Paramedic Ambulance Service.

The Contractor shall be responsible for supplying, installing and maintaining such fences, barriers, lights, signs and flaggers as are necessary to give adequate warning to the public at all times that the road or street is under construction and of any dangerous conditions to be encountered as a result thereof.

All traffic control equipment shall be removed when it is no longer required

Replace section 12-1.03 with:

The Contractor shall be responsible for all costs of furnishing all flaggers, including transporting flaggers and furnishing all materials and equipment to provide passage of traffic through the work as specified in section 7-1.03 and 7-1.04.

Add to section 12-3.01A(1):

Construction area traffic control signs, equipment and devices shall be furnished, installed, maintained, and removed when

no longer required in accordance with the provisions in Section 7-1.03 and Section 12 of the Standard Specifications, the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD), and as directed by the Engineer.

Notify Underground Services Alert (USA) at (800) 227-2600 or 811 a minimum of two (2) working days prior to installing signposts.

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from these responsibilities.

Replace section 12-3.20D with:

Attention is directed to "Public Safety" and "Order of Work" of these special provisions.

Temporary railing (Type K) placed in conformance with the provisions in "Public Safety" of these special provisions will be neither measured nor paid for. The cost to provide temporary railing (Type K) is included in the various items of work.

Add to section 12-3.10:

If it becomes necessary for the City of Ukiah to replace or place additional barricades in order to provide adequate safety to the public, the Contractor will be charged $1 per barricade per day or portion thereof plus the cost of placement and removal. The Contractor will also be charged for replacement of damaged City barricades. The Contractor shall furnish and place barricades within 3 working days. No removal charge will be made if the Contractor returns City barricades to the Municipal Service Center.

Add to section 12-3.10:

The contractor will provide and maintain ALL necessary signs and materials to ensure the public is aware of any limitation, including detours, on-way streets, street closure, turn movement restrictions, lane closures, and any other signage necessary. Contractor will also provide Business Open and similar signs as will be requested as part of the traffic plan approval.

Add to section 12-4.02A:

Designated holidays are shown in the following table:

Designated Holidays

Holiday	Date observed
New Year's Day	January 1st
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

If a designated holiday falls on a Sunday, the following Monday is a designated holiday. If November 11th falls on a Saturday, the preceding Friday is a designated holiday.

Personal vehicles of your employees shall not be parked on the traveled way or shoulders, including sections closed to traffic.

For all work, if work vehicles or equipment are parked within 6 feet of a traffic lane, close the shoulder area with fluorescent orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the traveled way at 25-foot intervals to a point not less than 25 feet

past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Use a W20-1, "Road Work Ahead," W21-5b, "Right/Left Shoulder Closed Ahead," or C24(CA), "Shoulder Work Ahead," sign mounted on a crashworthy, portable sign support with flags. The sign must be 48 by 48 inches and placed as ordered by the Engineer. If a cone or delineator is displaced or overturned, immediately restore the device to its original position or location.

Exact locations of Project Identification signs and Advance Notice signs shall be determined in the field by the Engineer.

Except as noted elsewhere, only one lane may be closed at a time and no lanes shall be closed at any other hours unless specifically approved by the Engineer. The Contractor shall maintain vehicle access to adjacent streets, homes, businesses and other properties at all times while work is in progress except when necessary construction precludes such access for reasonable periods of time as determined by the Engineer.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 12 feet without written approval from the Engineer.

The Contractor will be required to maintain vehicle access to homes, businesses and other properties within the block where work is in progress.

The Contractor shall maintain 2-way traffic for all work on East Gobbi Street.

The Contractor shall keep the City of Ukiah Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at (707) 463-6261 **daily** to report any traveled way closure. This requirement applies immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane local streets.

If the Contractor has been given an approved Traffic Control Plan that includes road closures, they will be required to maintain vehicular access to homes, businesses and other properties where work is in progress within the closure area.

Existing and regulatory signs are to be temporarily relocated, as directed by the Engineer, until new traffic signals are in place and operable for two-way traffic.

Seventy-two (72) hours prior to construction, the Contractor shall place a notice on each front door, and attempt to notify each owner or tenant verbally that work will be underway within his block between stated hours, and request that cars be parked out of the roadway by 9:00 a.m. Service of notice shall not bar use of cars within the block; however, as individual plans change and emergencies may arise.

Cross streets will require maintenance of at least one-half (½) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 9:00 a.m. and 3:00 p.m.

Existing traffic signals shall remain in service at all times.

Barricades and flaggers shall be positioned to allow safe turns at intersections.

Replace section 12-4.02A(3)(b) with:

Every Monday by noon, submit a closure schedule request of planned closures for the next week period. The next week period is defined as Friday midnight through the following Friday midnight.

Submit a closure schedule request not less than 25 days and not more than 125 days before the anticipated start of any activity that reduces:

1. Horizontal clearances of traveled ways, including shoulders, to 2 lanes or less due to activities such as temporary barrier placement and paving

2. Vertical clearances of traveled way, including shoulders, due to activities such as pavement overlays, overhead sign installation, falsework, or girder erection

Submit closure schedule amendments, including adding additional closures, by noon at least three (3) business days before a planned closure.

Cancel closure requests by notifying the City at least 48 hours before the start time of the closure.

You will be notified by the City of unauthorized closures or closures that require coordination with other parties as a condition for authorization.

The Engineer may reschedule a closure cancelled due to unsuitable weather.

If a closure is not opened to traffic by the specified time, suspend work. No further closures are allowed until the Engineer has reviewed and authorized a work plan submitted by you that ensures that future closures will be opened to traffic by the specified time. Allow 2 business days for review of your proposed work plan. The City does not compensate you for your losses due to the suspension of work resulting from the late opening of closures.

Notify the Engineer of delays in your activities caused by:

1. Your closure schedule request being denied although your requested closures are within the specified time frame allowed for closures. The City does not compensate you for your losses due to amendments to the closure schedule that are not authorized.

2. Your authorized closure being denied.

If you are directed to remove a closure before the time designated in the authorized closure schedule, you will be compensated for the delay.

Replace section 12-4.02C(3)(f) with:

Replace "Reserved" in section 12-4.02C(3)(j) with:

Add to section 12-4.02C(7):

12-4.02C(7)(a) General

Section 12-4.02C(7)(c) includes specifications for closing traffic lanes, with stationary lane closures on multilane highways. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes signs.

Each vehicle used to place, maintain, and remove components of a traffic control system on a multilane highway must be equipped with a Type II flashing arrow sign that must be in operation whenever the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with a Type II flashing arrow sign not involved in placing, maintaining, or removing the components if operated within a stationary-type lane closure must display only the caution display mode. The sign must be controllable by the operator of the vehicle while the vehicle is in motion. If a flashing arrow sign is required for a lane closure, the flashing arrow sign must be operational before the lane closure is in place.

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

For a stationary lane closure made only for the work period, remove the components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

Add to section 12-4.04:

The Contractor is directed to Chapter 6D, Pedestrian and Worker Safety, in the *California* MUTCD, the improvement Plans,

and these special provisions.

Pedestrians shall be provided with a safe, convenient and accessible path that, at a minimum, replicates the most desirable characteristics of the existing sidewalk, path or footpath and maintains pedestrian access to all park amenities out side of the limits of work..

Pedestrians shall not be led into conflicts with work site vehicles, equipment or operations.

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13 WATER POLLUTION CONTROL

Add to section 13-1.01A:

The Contractor shall exercise precaution to limit the muddying or silting of live streams and drainage channels to the maximum extent practicable, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

Add to section 13-3.01A:

The project is risk level 2.

Delete "for a risk level 2 or risk level 3 project" and "for a risk level 3 project" at every occurrence in section 13-3.

Whenever a qualifying rain event produces runoff, sampling and analysis work must comply with the Storm Water Pollution Prevention Plan (SWPPP).

A storm water annual report must cover the preceding period from October 16th to October 15th.

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14 ENVIRONMENTAL STEWARDSHIP

Add to section 14-1.02:

When the Engineer determines that temporary fence (Type ESA) is no longer required, remove and dispose of it under Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications.

Backfill and repair ground disturbance caused by the installation and removal of temporary fence (Type ESA), including holes and depressions, under Section 5-1.36, " Property and Facility Preservation," of the Standard Specifications.

Replace section 14-2.03A with:

Section 14-2.02 applies if archaeological resources are discovered at the job site. Archaeological resources include chipped or ground stone, historic debris, building foundations and human bone. Do not disturb the resources and immediately:

1. Stop all work within 100 feet of the discovery.

2. Protect the discovery area.

3. Notify the Engineer.

The City of Ukiah will provide a qualified archaeologist to assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with the City and other appropriate agencies.

Replace section 14-4.01 with:

If human remains of Native American origin are discovered during project construction, it is necessary to comply with state laws relating to the disposition of Native American burials, which fall within the jurisdiction of the Native American Heritage Commission (NAHC) (PRC 5097). If any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:

1. The county coroner has been informed and has determined that no investigation of the cause of death is required; and

2. If the remains are of Native American origin, the descendants of the deceased Native Americans have made a recommendation to the landowner or the person responsible for the excavation work for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provide in the PRC 5097.98.

Or:

3. The NAHC was unable to identify a decedent, or the descendent failed to make a recommendation within 24 hours after being notified by the commission.

If human remains are discovered during any demolition/construction activities, all ground-disturbing activities within a 330 foot radius of the remains shall be halted immediately, and the Mendocino County coroner shall be notified immediately, according to Section 5097.98 of the state Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined by the County coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The City shall consult with the Most Likely Descendant, if any, identified by the NAHC regarding the treatment and disposition of the remains.

Should paleontological resources be identified at any project construction site, the Contractor shall cease operation within a 330 foot radius of the discovery and immediately notify the City. The City will provide a qualified paleontologist to provide an evaluation of the find and to prescribe mitigation measures to reduce impacts to a less-than-significant level. In considering any suggested mitigation proposed by the paleontologist, the City shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the discovery, project design, costs, land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.

Add to section 14-6.03B:

Construction shall not cause nest abandonment of special-status species of birds or destruction of active nests of species protected by the Migratory Bird Treaty Act or Section 3503 of the California Department of Fish and Wildlife (CDFW) Code (protection of nesting passerines). The following measures shall be implemented to avoid disturbing any special status species nesting above ground. Vegetation removal conducted during the nesting period shall require a pre-construction survey for active bird nests, conducted by a qualified biologist. No known active nests shall be disturbed without a permit or other authorization from the U.S. Fish and Wildlife Service (USFWS) and the CDFW

1. For earth-disturbing activities occurring during the breeding season (March 1 through September 1), a qualified biologist shall conduct pre-construction surveys of all potential nesting habitat for all birds within 500 feet of earth disturbing activities.

2. If active special status bird nests are found during pre-construction surveys:

   a. A 500 foot no-disturbance buffer shall be created around active raptor nests during the breeding season or until it is determined that all young have fledged.

   b. A 250 foot buffer zone will be created around the nests of other special status birds and of all other birds that are protected by CDFW Code 3503. These buffer zones are consistent with CDFW avoidance guidelines; however, they may be modified in coordination with CDFW based on existing conditions at the project site.

3. If preconstruction surveys indicated that nests are inactive or potential habitat is unoccupied during the construction season, no further mitigation is required. Shrubs and trees that have determined to be occupied by special status birds or that are located 500 feet from active nests may be removed.

4. If vegetation removal activities are delayed or suspended for more than two weeks after the pre-construction survey, the areas shall be resurveyed.

<u>The City of Ukiah will provide a qualified biologist.</u> The Contractor shall refer to mitigation measures in the approved IS/MND (refer to attachments) coordinate with the City of Ukiah and the biologist and schedule all surveys sufficiently in advance so as to not cause delays in the Work. The Contractor shall anticipate and incorporate such surveys into the construction schedule.

Replace the 2nd paragraph of section 14-8.02 with:

The Contractor's attention is directed to the provisions of Section 14-8, "Noise and Vibration", of the Standard Specifications and Section 9.08, Saturday, Sunday, Holiday, and Night Work, of the General Conditions concerning the

control of noise emissions and authorized work hours and days.

Do not exceed 86 dBA LMax at 50 feet from the job site activities from 7:00 p.m. to 7:00 a.m. except you may operate equipment within the project limits during these hours to:

1. Service traffic control facilities

2. Service construction equipment

The Contractor shall notify all residents within a 500-foot radius of the construction site about the proposed construction schedule. The notification shall be in writing and it shall be developed by the Contractor and submitted to the Engineer for approval a minimum of 5 working days prior to the proposed public notification.

The City shall provide a Noise Disturbance Coordinator who shall be responsible for acting on any local complaints concerning the construction noise being generated by reason of the work of the project. The Contractor shall conspicuously post a telephone number for the Noise Disturbance Coordinator at the construction site and he shall include it in the construction schedule notice to be provided to the residents. The Noise Disturbance Coordinator shall investigate the noise complaint allegations and shall require the Contractor to implement reasonable measures to mitigate the noise level in accordance with these requirements and of the Standard Specifications.

The Contractor shall locate all stationary noise generating construction equipment such as air compressors and generators as far as practical from the nearby residences and other noise sensitive land uses. The noise source shall be acoustically shielded when practical. The Contractor shall prohibit unnecessary idling of internal combustion engines.

Add to section 14-9.02:

The Contractor shall comply with the Mendocino County Air Quality Management District Rules 1-410 and 4-130.

Add to section 14-11.01:

Bidder's attention is directed to the fact that the proposed project is located in an area that contains no known subsurface petroleum hydrocarbon contamination.

The contractor shall maintain awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the City immediately upon discovery. Conditions indicative of contamination may be either visual (staining in soil, sheen on water surface) or olfactory (petroleum hydrocarbon odors.)

Upon the discovery of suspected contaminated materials, the Contractor shall immediately provide 40-hour OSHA-HAZWOPER certified workers in the contaminated area. The Contractor shall also provide a field Site Safety Officer that is also an 8-hour OSHA-HAZWOPER Supervisor trained to directly oversee the contaminated materials removal and handling operation. All workers in this circumstance must have their initial and annual renewal refresher training, medical clearance and personal protection equipment in accordance with 8CCR Section 5192.

Soil: Excavated material shall be disposed of on the work site, except for soils graded and moved in the areas (refer to Soil Sampling Report dated June 5, 2022 for soil handling guidelines). All material excavated from trenches in the project area shall be the property of the Contractor. Prior to disposal of any excess material from the work site, the Contractor shall submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site. Contractor shall comply with all disposal regulations such as City, County, and/or State permits and license, as may be required.

Water: Groundwater may be encountered during the course of excavation. If it is encountered, the Contractor shall immediately notify the City. The Contractor shall remove all water which accumulates in the excavation during the progress of work until the pipe or other structures are installed and until backfilling has progressed to a sufficient height to anchor the work against possible flotation or leakage. At all times, the Contractor shall have a minimum of 2 working pumps available for immediate use at all times.

Water accumulated in excavations shall be discharged to the sanitary sewer under the supervision of City staff. Said water shall be disposed of in a manner as to cause no injury to public or private property, or be a menace to public health. Sediment shall be removed from any water to be disposed of, prior to discharge, by placing the pump inlet hose into a sump filled with clean gravel, or a perforated bucket filled with clean gravel. The outlet of the pump shall have a filter sock installed to retain residual sediment.

If any odor, sheen or other visual discrepancy is noted during excavation or discharge, stop pumping and immediately notify the Engineer. Pumped groundwater will not be allowed into any watercourse or storm drain system.

Contractor shall be responsible for constructing, operating and maintaining all necessary features to complete the work including furnishing, installing and maintaining all pumping and other equipment required to dewater any trenches containing water as may be encountered during performance of the work. Dewatering plan for each occurrence shall be approved by the Engineer prior to implementation. At the permanent conclusion of dewatering operations, all dewatering equipment shall be removed from the job site.

Add to section 14-11.08E:

Dust control shall conform to the provisions of Section 14-11.08E and Section 18 of the Standard Specifications.

Unpaved access roads, parking areas for construction equipment and construction employee vehicles, staging areas, and storage areas shall have a stabilized access in accordance with the Plans and referenced details. Unpaved construction staging areas shall receive the application of either water twice daily or non-toxic soil stabilizers. All paved access roads, parking areas, staging areas, storage areas, and public roads impacted by the work of the project shall be swept daily with street sweepers equipped with water spray to remove soil materials that have been deposited on these surfaces by reason of the work.

The Contractor shall enclose, cover, or water twice daily or apply non-toxic soil stabilizers or install erosion control blankets to or on exposed stockpiles, embankment slopes, and cut slopes.

Traffic speeds on unpaved surfaces shall be limited to a maximum speed of 15 mph.

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15 EXISTING FACILITIES

Add to section 15-1.03A:

All known obstructions to the work are indicated on the plans. However, the City cannot guarantee the accuracy of this information. The Contractor will be held responsible for the maintenance and protection of or damage to existing facilities, structures, obstructions and all underground facilities shown on the Plans or brought to the Contractor's attention during the course of the work.

The Contractor shall notify owner agencies for locations of utilities or facilities prior to excavation.

The owning utility shall be immediately notified of any damage which is caused by the operations of the Contractor to any facility, utility or structure. At the owning utility's discretion, repairs shall be made by the Contractor at the owning utility's direction or by the utility, all to the satisfaction of the Engineer.

All pothole work to expose existing utilities shall be done by vacuum excavation methods. The preferred method of excavation shall be by high pressure air. Use of water fluid for excavation shall only be by permission of the City Engineer. Maximum dimension of the pothole shall be 12 inches by 12 inches. All excavation material shall be removed and disposed of by the contractor. Backfill material shall be Class 2 aggregate base compacted to 90% relative compaction. Prior to paving, the pothole shall be cut to provide a clean vertical edge to pave against. The final dimension of the pothole prior to paving shall be 12 inches by 12 inches maximum. The asphalt concrete shall be a ½ inch mix having a depth of 4 inches.

All pothole work shall comply with the Traffic Control provisions of Standard Specifications and these special provisions.

~~Water and sewer assets including pipework, sewer manholes, valve boxes, hydrants and surface features including concrete sidewalk, curb ramp, shoulder and curb and gutter as well as other miscellaneous items designated on the Plans to be removed shall be removed by the Contractor.~~ The Contractor shall dispose of all Asbestos Cement Pipe (ACP) in accordance with the Contractor's State Licensing Law and all applicable laws and regulations. The Contractor shall dispose of all Portland cement concrete and asphalt concrete generated from removal or demolition activities on the project at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantities (in tons) of the material delivered to a material recycler. All other excess materials from the project shall become the property of the Contractor and shall be disposed of by him at his expense.

Add to section 15-1.03B:

All removed material, unless otherwise specified, shall become the property of the Contractor and shall be disposed of outside of the right-of-way.

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16 TEMPORARY FACILITIES

No Changes.

^^

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

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Add to section 17-2.03A:

This work shall consist of removing all objectionable material within the limits shown on the Plans and as directed by the Engineer. Clearing and grubbing shall be performed in advance of grading operations and in accordance with the requirements of these Special Provisions.

Special care shall be taken by the Contractor to protect adjacent property, improvements, utilities facilities from damage. Any such objects or improvements so damaged shall be replaced or restored in kind by the Contractor, at his own expense, to the satisfaction of the Engineer.

The area to be cleared and grubbed shall be the area shown on the Plans, unless otherwise specified.

All stumps, large roots, and other objectionable materials shall be removed to a depth of 3 feet below finished.. The resulting spaces shall be backfilled with suitable fill material placed and compacted in accordance with the applicable provisions of Section 19-6.03 of the Standard Specifications.

Add to section 17-2.03B:

The locations of trees planned for removal are shown on the Plans.

The Engineer shall be contacted a minimum of 48 hours prior to any tree removal to perform an on-site inspection and clearance. Trees shall be removed in a manner satisfactory to the Engineer.

Tree roots that are identified on the Plans to be removed that are in conflict with new facilities shall be removed in their entirety or to provide the minimum clearances to new facilities as indicated below, regardless of root diameter. No separate compensation will be paid for removing roots identified on the Plans.

Where tree roots that are not identified on the Plans to be removed interfere with the construction shown on the plans, , the Contractor shall excavate and expose the roots for inspection by the Engineer. Upon approval from the Engineer, the Contractor shall remove tree roots which are four (4) inches or less in diameter to provide a minimum clearance of six inches to any new facility. No separate compensation will be paid for removing roots not identified on the Plans.

^^^

18 DUST PALLIATIVE

Add to section 18-1.01A:

The application of water and the developing of a water supply shall be performed in accordance with the provisions of Section 18, “Dust Palliative,” of the Standard Specifications except as modified by these Special Provisions.

The Contractor is advised that water may be obtained from fire hydrants within the project area under permit with the City’s Public Utilities Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at Public Utilities Department-Water Division Building within the City’s Corporation Yard located at 1320 Airport Road, (707) 463-6200.

^^

19 EARTHWORK

Add to section 19-1.03B:

Unsuitable material shall be removed and replaced in accordance with the provisions of Section 19-1.03 of the Standard Specifications and these Special Provisions. Material below the natural ground surface in embankment areas, and basement material below the grading plane in excavation areas that is determined by the Engineer to be unsuitable for the planned use shall be excavated and disposed of as directed or approved by the Engineer.

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. Such suitable material shall be placed and compacted in layers as hereinafter specified for constructing embankments.

Existing utilities exposed during subgrade excavation shall be immediately brought to the attention of the Engineer.

Excess materials from the excavation shall become the property of the Contractor and shall be disposed of by the Contractor at the Contractor's expense.

^^

20 LANDSCAPE

Replace the 3rd paragraph of section 20-2.01A(4)(b)(i) with:

Perform pressure testing using Method B to test supply lines (1) located on the discharge side of the valve, (2) installed by trenching and backfilling, or (3) completely visible after installation.

Replace section 20-2.01B(6) with:

Unions must be injection molded PVC, schedule 80.

Replace the 1st and 2nd paragraph of section 20-2.01B(7) with:

Valve boxes must be HDPE with T-Cover bolt down lids, color Green

Replace the 1st paragraph of section 20-2.10B(2) with:

Each ball valve must be injection molded PVC, schedule 80.

Replace the section 20-2.10B(4) 2.1.1 with:

Can withstand a working pressure of 120 PSI.

Replace item 2 in the list in the 1st paragraph of section 20-2.10B(10)(a) with:

2. Be glass-filled nylon.

add item 12 in the list in the 1st paragraph of section 20-2.10B(10)(a) with:

2. Each valve requires a decoder for communication with controller.

Add to section 20-10.02C(4):

An existing irrigation system is present within the project area. Protect all irrigation facilities when encountered during the course of the Work and in excavations.

Replace section 20-3 with:

20-3.01 GENERAL

20-3.01A General Conditions

Drawings and General Provisions of the Contract, including General and Supplementary Conditions shall apply to all Work in this Section with the same force and effect as though repeated in full herein.

Site shall be free of weeds, native grasses, Bermuda grass, and Kikuyu grass prior to any planting or soil amendment placement.

All rock and other growth or debris accumulated throughout the duration of the project shall be removed from the Project Site by the Contractor.

Prior to excavation for planting or placing of plant materials, the Contractor shall locate all underground utility lines still in use and take proper precautions to avoid damage to such improvements. In the event of a conflict between such lines and plant material locations, the Contractor shall notify the Engineer who shall arrange for the relocation of one or the other. The Contractor assumes all responsibility for making any or all repairs for damages resulting from Work as specified herein.

Grading and soil preparation work shall be performed only during the period when beneficial and optimum results may be obtained. If the moisture content of the soil should reach such a level that working it would destroy soil structure or cause compaction, spreading and grading operations shall be suspended until, in the opinion of the Engineer, the moisture content is increased or reduced to acceptable levels and the desired results are likely to be obtained.

Contractor shall coordinate all drainage work with the other trades. Established site drainage shall be maintained by the Contractor during all phases of landscape construction.

Grade all areas by filling and/or removing surplus soil as needed to ensure proper grades and drainage as indicated on the plans.

Except where surface roughening is shown on plans, all undulations and irregularities in the planting surfaces resulting from tillage, rototilling, and all other operations, and all ridges and rises which are visually evident and would affect the maintenance of any planting area, shall be leveled and floated out before planting operations are initiated.

Final finish grades shall insure positive drainage of the Project Site with all surface drainage away from buildings, walls, and toward driveways, drain inlets, and catch basins.

Final grades shall be surveyed and confirmed by contractor, grades must acceptable to the Engineer before planting operations will be allowed to commence.

The above conditions shall also apply to the final finish grade at the time of project completion.

Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally-accepted horticultural practice as approved by the Engineer.

All scaled dimensions are approximate. Before proceeding with any Work, the Contractor shall carefully check and verify all dimensions and shall immediately notify the Engineer of any discrepancy between the Contract Drawings and/or Contract Specifications and the actual Project Site conditions.

Quantities of plant materials are shown for the Contractor's convenience only and are not guaranteed. The Contractor shall check and verify count and shall furnish a sufficient number of plant materials as needed to fulfill the intent and complete the Work as shown in the Contract Drawings. Plan plant symbol quantities shall take precedence over quantities indicated in the Plant List and Plan callouts.

Contractor shall make arrangements to have a complete set of Contract Drawings and Contract Specifications at the Project Site at all times during Work under this Section.

As-Built Plans shall be prepared by the Contractor indicating any deviations in Work described herein and on the Contract Drawings, with respect to changes in materials, plant species, sizes, locations, and alignments. As-Built Plans shall be prepared by marking the changes on a conformed set of diazo prints in red ink. Provide As-Built Plans to the Engineer at the end of the contracted Maintenance Period.

20-3.01A(1) Summary

This Section includes all materials, labor, transportation, services, and equipment necessary to install landscape planting and landscape construction items as shown on the Contract Drawings, and as specified herein this Section.

This Section includes the following Scope of Work:

Fine Grading

Soil Preparation
Pre-Planting Weed Control
Tree, Shrub and Groundcover planting
Staking and Tying
Planting Soil
Soil Conditioners, Amendments, and Fertilizers
Mulches (wood products, aggregates)
Decorative Stone

20-3.01A(2)(a) Definitions

"Engineer" in this Section shall refer to the Agent designated by the City of Ukiah.

Acceptance: Wherever the terms "acceptance", "approved", "acceptable" or "directed" are used herein, they mean acceptance by the Engineer in writing.

Plant Material(s) refers to all living plants, inclusive of trees, palms, shrubs, groundcovers, vines, turf, and grasses.

Planting Area (P.A.) as indicated on the Contract Drawings, shall mean all areas to be installed with plant material(s), or as areas where existing trees and/or vegetation shall be protected.

ASTM – American Society for Testing Materials.

USDA – United States Department of Agriculture.

ANSI – American National Standards Institute.

Plant Height: Measurement of main body height, not measurement to branch tip.

Plant Spread: Measurement of main body diameter, not measurement from branch tip to branch tip.

Finish Grade: Elevation of finished surface of planting soil.

Topsoil: Naturally occurring soil from the A horizon (top layer).

Planting Soil: Topsoil which has been amended to meet the specification for planting soil in this section. Import soil that meets the specification for planting soil in this section. Planting soil may also be referred to as Manufactured Topsoil.

Subsoil: Native soil below topsoil, native soil remaining after construction excavation or fill or backfill material in place after completion of excavation and rough grading, before placement of planting soil.

Bioretention: A planting area that will be receive stormwater runoff. Per the plans, these planters have a unique plant palette, boulders, and a soil mixture with a higher percolation rate in addition to regular planting soil. **Planter:** Isolated area of planting soil for trees, shrubs, and groundcover. May be raised and or partially surrounded by concrete sidewalk.

20-3.01A(2)(b) Reference Standards

All plant material shall be true to botanical and common name as indicated in the following:

Sunset Western Garden Book, Sunset Publishing Corporation, 2023.

American Standard for Nursery Stock, ANSI Z60.1-1966, edition, American Association of Nurserymen, and American National Standards Institute.

All plant material shall conform to the California State Department of Agriculture's regulations for nursery inspections, rules, and ratings.

20-3.01A(3) Submittals

Submit each item in this Article according to the Conditions of the Contract and this Specification Section.

Contractor shall submit no later than thirty (30) days after award of Contract, four (4) bound booklets. Each booklet under this Section shall be tabbed into specific sections, containing clearly identified (through yellow highlighter or other identification methods) and legible information on the following landscape information indicated in this Article:

Product certificates, legible, signed by manufacturer, certifying that their products comply with specified requirements. Certificates shall include grades, analysis, amount, supplier, species, type, size, and quantity where applicable.

Manufacturer's certified analysis for standard products.

Analysis for other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

Label data substantiating that plants, trees, shrubs, and planting materials comply with specified requirements.

Soil amendment receipts containing analytical data.

Receipts from the soil supplier of all soil mixes specified in this Section.

Soil analysis and testing for soil fertility with recommendations and percolation tests by independent laboratory.

List of all proposed landscape materials indicated by description, manufacturer, and model number. Include catalog cuts and manufacturer’s current printed instructions of all material items described herein this Section.

List of all trees, shrubs and ground covers, indicated by botanical name, common name, height, spread, caliper, container size, nursery, and location, contact person at nursery, and any specific remarks (i.e. “unable to locate”, “photo submitted”, etc.)

Color photographs of each tree type. Include a person or tape measurer in each photograph for scale purposes. Digital photographs may be acceptable or preferred. Approval of photographs does not indicate acceptance of plant material on site.

Planting schedule, indicating anticipated dates and locations for each type of planting.

The Contractor shall submit no later than thirty (30) days after the award of Contract the following two (2) sets of physical samples sent to the Engineer in resealable, labeled plastic bags (as applicable):

One (1) tree tube.

½ cubic foot each of landscape mulch materials, i.e. shredded bark mulch, aggregate, etc.

½ cubic foot of planting soil.

½ cubic foot of import bioswale soil.

Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and address of architects and owners, and other information specified.

Soils Analyses and Testing: Contractor shall submit agronomic analyses of existing soil if proposed to be used as planting soil, import soil if proposed to be used as planting soil, and raingarden soil as follows. Analyses shall be performed by independent testing agency.

Stockpiled Existing Soil and Import Soil before placement: Analysis of existing soil prior to application of amendment indicating soluble salts, pH, texture, and organic matter content. Analysis shall state recommended amendments and procedures required to create planting soil that meets this specification. Amendment recommendations shall prioritize use of Organic Compost and other organic amendments as needed. Analysis shall describe any other topsoil qualities which may be detrimental to plant growth and health. Provide one test per source.

Planting Soil after placement and amendment: Immediately following site fine grading (placement, integration, and grading of planting soil) and prior to commencing landscape planting, Contractor shall provide horticultural soils fertility test and percolation test results to the Engineer to verify that installed planting soil meets specifications. Provide (5) samples at the locations designated by the Engineer.

20-3.01A(4) Quality Assurance

Installer Qualifications for all items indicated herein this Section: Licensed Landscape Contractor, C-27, in the State of California.

Engage an experienced, licensed Contractor who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.

Installer's Field Supervision: Contractor shall maintain an experienced, full-time landscape supervisor/superintendent at the Project Site during times that landscaping operations identified herein the Contract are in progress.

Superintendent shall be fluent in English and satisfactory to the Engineer. Superintendent shall not be changed except with the consent of the Engineer and shall be authorized to represent the Contractor.

Testing Agency Qualifications: To qualify for acceptance, an independent testing agency must demonstrate to Engineer's satisfaction, based on evaluation of agency-submitted criteria conforming to ASTM E 699, that it has the experience and capability to satisfactorily conduct the testing indicated without delaying the Work.

Provide quality, size, genus, species, and variety of trees and shrubs indicated, complying with applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock."

Selection of trees and shrubs purchased under allowances will be made by Engineer, who has the option to tag stock at their place of growth before the plant material is prepared for transplanting.

At least one (1) plant of each species delivered to the project site shall have an identification tag from supplying nursery showing botanical and common name of plant.

Measurements: Measure trees and shrubs according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes.

Take caliper measurements six inches (6”) above ground for trees up to four-inch (4”) size, and twelve inches (12”) above ground for larger sizes.

Prior to installation of any items presented within this Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

Pre-Installation Conference: Section or as indicated on the Contract Drawings, the Contractor shall conduct a Pre-Installation Conference at the Project Site.

Meeting minutes from the conference shall be the responsibility of the Contractor and shall be distributed to all parties in attendance for review and subsequent approval of the conference discussion items.

Regulatory Requirements: Contractor shall meet the requirements of applicable laws, codes, and regulations as required by the authorities having jurisdiction over the Work.

Manufacturer’s Directions: Follow manufacturer’s directions and drawings in all cases where the manufacturer’\s of articles used in this Section furnish directions covering points not shown in the Contract Drawings and Contract Specifications.

Permits, Fees, Bonds, and Inspections: The Contractor shall arrange and pay for any and all permits, fees, bonds, and inspections necessary to perform and complete his portion of the Work.

Contract Drawings and Contract Specifications:

Comply with the intent and meaning of Contract Drawings and Contract Specifications taken as a whole, not taking advantage of any readily perceived error or omission shall any exist.

Figures and dimensions on Contract Drawings shall take precedence over measurements by scale, and detailed drawings shall take precedence over general drawings.

Refer any errors and discrepancies in or between plans, specifications, lists, or notes to the Engineer for adjustments or clarification before proceeding with the Work. In the event of errors or discrepancies, the Contractor shall assume responsibility for work performed without referring to the Engineer for clarification.

The Engineer shall interpret the meaning of the Contract Drawings and Contract Specifications in the event of conflict, and his/her decision shall be final.

20-3.01A(5) Delivery, Storage and Handling

Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.

Anti-Dessicant: Spray plant materials in full leaf immediately before transporting with anti-dessicant. Meet requirements of anti-dessicant manufacturer's current printed application instructions.

Trees and Shrubs: Do not prune before delivery. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy natural shape. Provide protective covering during delivery.

Handling Plant Materials

Handle plant materials grown in containers only by their containers.
DO NOT handle plant materials by their trunks or stems.
DO NOT drop any plant materials.
DO NOT bind or handle plants with wire or rope.
Pad trunk and branches whenever using hoisting cables, chains, or straps.

Should the Contractor engage in handling any of the plant material(s) by any unacceptable method(s), then the Engineer shall reserve the right to reject any of the mishandled plant material(s). The Contractor shall replace all rejected plant material(s) with approved plant material(s) at no additional cost to the Owner.

Deliver trees, shrubs, ground covers, and plants after preparations for planting have been completed and install immediately. If planting is delayed more than six (6) hours after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist. Anchor plants to prevent damage from winds.

DO NOT remove container-grown stock from containers before time of planting.

Water root systems of trees and shrubs stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

20-3.01A(6) Project Conditions

Utilities: Determine location of above grade and underground utilities and perform Work in a manner which will avoid damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.

Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, cease planting operations and notify Engineer for further direction.

Installation: Perform planting operations only when weather and soil conditions are suitable in accordance with locally accepted practices.

20-3.01A(7) Coordination, Scheduling, and Observation

Coordinate installation of planting materials during normal planting seasons for each type of plant material required. Coordinate with other trades on Project Site.

20-3.01A(7)(a) Permits

Contractor shall be responsible for obtaining all permits necessary to complete and install Work as specified herein.

20-3.01A(7)(b) Observation

Site observation for Scope of Work specified herein this Section shall be made by the Engineer. The Contractor shall request, in writing, at least one (1) week in advance of the time that observation is required. The Contractor and Engineer shall be in attendance at the Project Site at the time of each scheduled observation. Observation shall be required for the following Scope of Work:

Pre-Construction Meeting.

Placing of planting soil after rough grading and incorporation of planting soil into top layer of sub-soil as described in this section.

Upon completion of fine grading operations and prior to planting operations, verification of finish grades.

Inspection and approval of plant material.

Spotting trees prior to excavation of planting holes.

Placement of gravel mulch and stones.

Tree tube installation.

20-3.01A(7)(c) Punch List Preparation

When planting and all other Work as specified in the Contract Drawings and Specifications is 100% complete and ready for Punch List Preparation, the Contractor shall seek acceptance of the installed Work by requesting an on-site visual inspection by the Engineer.

A “Punch List Preparation Request” shall be addressed to the Engineer, requesting a time and date for generating the Punch List Preparation:

Contractor shall provide written notification requesting the presence of the Engineer at least one (1) week prior to the scheduled date of the Punch List Preparation.

The Punch List Preparation Request shall be in the form of a letter, dated and signed by the Contractor, on letterhead.

The letter shall state as follows: “Work installed within Scope of Work identified on the Contract Drawings and Contract Specifications, prepared by the Landscape Architect, is 100% complete and ready for Punch List Preparation at the Project Site by the Engineer.”

Should the Contractor’s Work as installed at the Project Site is found to be incomplete during the Punch List Preparation (at the discretion of the Engineer upon observation at the Project Site), then the Engineer shall reserve the right to postpone the Punch List Preparation until a time when the Contractor fully executes and completes the Work as identified on the Contract Drawings and Specifications.

Should the Punch List Preparation be postponed due to the incomplete Work, then the Engineer reserves the right to charge the Contractor for the Engineer’s time on an hourly basis, at the Engineer’s current standard billing rate, plus expenses.

Should the Contractor be charged for time as indicated herein this Article, the Engineer reserves the right to withhold final approval of the Project until the Contractor provides full compensation to the Engineer accordingly.

Punch List Field Verification & Pre-Maintenance Review:

Following the Punch List Preparation, the Contractor shall request an on-site visual observation by the Engineer to verify completion of outstanding items identified in the Punch List for acceptance of the installed Work and subsequent commencement of the Maintenance Period.

> A "Punch List Field Verification Request" shall be addressed to the Engineer, requesting a time and date for field review of the items identified in the Punch List Preparation.
>
> Contractor shall provide written notification requesting the presence of the Engineer at least one (1) week prior to the scheduled date of the Punch List Field Verification.
>
> The Punch List Field Verification Request shall be in the form of a letter, dated and signed by the Contractor, on letterhead.
>
> The letter shall state as follows: "Work installed within Scope of Work identified on the Contract Drawings and Contract Specifications, prepared by the Landscape Architect, is 100% complete and ready for Punch List Field Verification Review at the Project Site by the Owner and Engineer."

Should the Contractor's Work as installed at the Project Site is found to be incomplete during the Punch List Field Verification (at the discretion of the Engineer upon observation at the Project Site), then the Engineer shall reserve the right to postpone the Punch List Field Verification until an time when the Contractor fully executes the Work identified in the Punch List Preparation.

Should the Punch List Field Verification be postponed due to the incomplete Work, then the Engineer reserves the right to charge the Contractor for the Engineer's time on an hourly basis, at the Engineer's current standard billing rate, plus expenses.

Should the Contractor be charged for time as indicated herein this Article, the Engineer reserves the right to withhold final approval of the Project until the Contractor provides full compensation to the Engineer accordingly.

Observation and subsequent written acceptance shall establish "Substantial Completion", and marks the commencement date of the Maintenance Period. Duration of the Maintenance Period shall be as specified herein this Section. This is not a final observation nor final acceptance of Work, and it does not relieve the Contractor from any of the responsibilities in the Contract Drawings and Contract Specifications for the Project.

20-3.01A(7)(d) Final Review

Following the completion of the scheduled Maintenance Period as indicated in Section Landscape Maintenance and Plant Establishment, the Contractor shall request a Final Review by the Owner and Engineer to verify, through on-site visual observation, the completion of Work as indicated in the Contract Drawings and Contract Specifications, and final acceptance of the installed Work.

A "Final Review Request" shall be addressed to the Owner and Engineer, requesting a time and date for final field review of the completed Work

> Contractor shall provide written notification requesting the presence of the Owner and Engineer at least one (1) week prior to the scheduled date of the Final Review.
>
> The Final Review Request shall be in the form of a letter, dated and signed by the Contractor, on letterhead.
>
> The letter shall state as follows*: "Work installed within Scope of Work identified on the Contract Drawings and Contract Specifications, prepared by the Landscape Architect, is 100% complete and ready Final Review at the Project Site by the Owner and Engineer."*

Should the Contractor's Work as installed at the Project Site is found to be incomplete during the Final Review (at the discretion of the Engineer upon observation at the Project Site), then the Engineer shall reserve the right to postpone the Final Review until an time when the Contractor fully executes the Work.

Should the Final Review be postponed due to the incomplete Work, then the Engineer reserves the right to charge the Contractor for the Engineer's time on an hourly basis, at the Engineer's current standard billing rate, plus expenses.

Should the Contractor be charged for time as indicated herein this Article, the Engineer reserves the right to withhold final approval of the Project until the Contractor provides full compensation to the Engineer accordingly.

20-3.01A(8) Guarantee

Guarantee: Contractor shall guarantee installed landscape as outlined in Section 20-4 "Plant Establishment".

20-3.01A(9) Maintenance

Maintenance: Contractor shall maintain installed landscape as outlined in Section 20-4 "Plant Establishment".

20-3.01A(10) Samples and Tests

The Engineer reserves the right to take and analyze selected samples of plant material and/or products for conformity to the requirements as outlined in this Section at any time from the Project Site. Rejected plant materials and/or products shall be immediately removed from the Project Site by the Contractor at no cost to the Owner.

Laboratory soil tests are described in other sections.

20-3.01A(11) Substitutions

Specific reference to manufacturer's names and products specified herein are used as standards of quality. This implies no right to the Contractor to substitute other materials without prior written approval by the Engineer for Work under this Section.

Any materials substituted and installed by the Contractor, without written approval by the Engineer may be rejected. Contractor shall not be entitled to be compensated by the Owner where the Contractor has installed rejected substitutions without receiving prior written approval.

Proposed substitutions shall be explicitly identified in the submittal documentation. Approval of a submittal package that contains multiple products or materials without explicit approval of a substitution does not imply approval of the substitution.

If an approval is granted for a substitution, adjustment in the Contract amount shall be made in accordance with the Contract Conditions.

20-3.01B MATERIALS

20-3.01B(1) General

Immediately upon award of Contract for Work, the Contractor shall locate and purchase or hold for purchase all plant material as required. Trees may be purchased and contract grown to ensure pruning practices are met.

Contractor shall verify with Engineer of any plant material stock that has been nursery contract grown by Owner for use within Work of this Contract.

Contractor shall review the condition of the plant material with the Engineer at the nursery maintaining the plant material, and at the time of delivery at the Project Site.

All plants shall have a growth habit typical for variety and species, symmetrical, with tightly knit branching, so trained or favored in development and appearance as to be superior in form, number of branches, compactness and symmetry, healthy, vigorous in growth. Plant materials shall also be free from insect pests, eggs and larvae, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, windburn, saltburn, or other objectable disfigurements or conditions as determined by the Engineer.

Container stock shall be grown in containers in which delivered for at least three (3) months, but not over one (1) years.

Pruning of trees as grown at the nursery shall meet the requirements outlined by the International Society of Arboriculture's "Tree Pruning Standards."

Leaders of trees shall not have been pruned by the nursery. It is the contractor's responsibility to ensure these specifications are met regardless of practices by nurseries.

All plant material shall be subject per the California State Department of Agriculture Regulations for Nursery Inspections of Rules and Grading. Quantity and size of all plant shall be No. 1 Grade of Pinto Tag stock, or equal. Pinto tags shall be submitted to the Engineer upon delivery of the plant material to the Project Site.

All plant material shall have normal, well-developed branch systems, and vigorous, fibrous root systems, which are neither root- nor pot-bound, and are free of kinked, gnarled, or girdling roots.

20-3.01B(2) Plant Material

20-3.01B(2)(a) General

Furnish nursery-grown trees and shrubs conforming to ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, proportional, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sunscald, injuries, abrasions, and disfigurement. All trees shall be heavy caliper specimens, devoid of wounds, scars, or uncharacteristic blemishes on their trunks. Refer to the Plant List on the Contract Drawings for the specified plant material species, varieties, types, sizes, forms, and minimum required heights, spreads, calipers, and other requirements.

Grade: Provide plant material of sizes and grades conforming to ANSI Z60.1 for type of plant material required. Plant material of a larger size may be used if acceptable to the Engineer, with a proportionate increase in size of roots or balls.

Label each plant material of each variety with a securely attached, waterproof tag bearing legible designation of botanical and common name.

Plant Material shall have grown in boxed or containers for sufficient time to permit full rooting within the specified container to bind the planting soil, but not so long as to create a "rootbound" condition. No boxed or container plant material shall be planted which have cracked or broken balls of earth when separated from their boxes or containers. No plant material shall be planted with damaged roots, broken root balls, or which are found to be "rootbound" when separated from their containers.

20-3.01B(2)(a)(i) Plant Material Review and Tagging

At the discretion of the Engineer, trees and other plant material will be reviewed, photographed, and tagged by the Engineer at the nursery, or other place of growth prior to delivery of plant material to the Project Site. Contractor shall verify with the Engineer if tagging operations are required.

Tagging of plant material at the nursery or place of growth does not cancel the right of the Engineer to reject plant material at the Project Site, if damaged or unacceptable conditions are found that were not detected at the nursery, place of growth, or in the submitted photographs.

20-3.01B(3)(c) Shrubs and Grasses

Provide ground covers and plants established and well rooted in containers and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size indicated.

20-3.01B(3) Planting Soil

For all planting areas except where Import Bioswale Soil is placed.

Planting Soil Characteristics:

pH: 6 to 7
Organic content: 4-6 percent
Soluble salts: less than 2 dS/m
Texture: 40-65% Sand, 25-60% Silt, 5-20% Clay.

Soil shall be free of stones and clods larger than 1/2”, roots, trash, and other deleterious material not suitable for healthy plant growth.

Planting Soil Source:

Existing topsoil from existing planting areas, stockpiled for use in new planting areas. Existing topsoil may require amendment according to soil fertility laboratory test to meet these specifications.

Import topsoil from local, off-site retail source or manufactured site topsoil. Available import topsoil may require amendment according to soil fertility laboratory test to meet these specifications.

Approved Planting Soil Supplier: American Soils Products, Richmond, CA.

Placement Depth: 4” plus transition layer.

Provide recent laboratory soil test.

20-3.01B(4) Soil Amendments

Organic Compost: Provided by City.

Organic compost soil amendment shall be mature, stable, weed free, and produced by aerobic decomposition of organic matter. Compost feedstock may include: agricultural, food or industrial residuals; yard trimmings. The product must not contain any visible refuse or other physical contaminants, substances toxic to plants, or over 5% sand, silt, clay or rock material by dry weight. The product shall possess no objectionable odors. The moisture level shall be such that no visible water or dust is produced when handling the material. The material shall be certified by the US Composting Council. Biosolids shall not be included.

20-3.01B(5) Fertilizers

Composition: Nitrogen (N), phosphorous (P), and potassium (K) content.

Fertilizer shall be furnished in amounts recommended from the soil analysis, as reported from a qualified soil-testing agency. Refer to previous section.

Steamed Bone Meal: OMRI-certified, commercial, raw, finely ground; minimum of 4 percent nitrogen and 20 percent phosphoric acid.

Blood Meal: OMRI-certified, or equal.

Feather Meal: OMRI-certified, commercial, supplied mixed with chicken manure to encourage decomposition, pelletized; minimum of 12% nitrogen.

Mycorrhizal Inoculum for Plant Materials from Container Stock: In addition to providing Fertilizer, provide a dual soil-conditioning biological inoculum system of endo-and ecto- Mycorrhizal to further aid the plants ability to efficiently uptake available soil nutrients and also increase resistance to drought. Approved suppliers include:

7-gram Myco-Pak, Tri-C Enterprises LLC, Chino, CA, 800-927-3311

4 oz. Packet - Roots 1 Step, Roots, Inc., Independence, MO, 800-342-6173

Or approved equal.

20-3.01B(9) Miscellaneous Materials

Anti-Desiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's instructions. (Aquatrols Corporation, Cherry Hill, NJ (609) 751-0309, or equal as approved by the Engineer).

Water: Clean, fresh, and potable.

Stress Reducing Agent: Roots Concentrate, as manufactured by Roots, Inc., New Haven, CT 203-786-5295, or equal as approved by the Engineer.

Wetting Agent and Soil Penetrant: Roots NoBurn, as manufactured by Roots, Inc., New Haven, CT 203-786-5295, or equal as approved by the Engineer.

20-3.01C Construction

20-3.01C(1) General

Installation practices of the landscape plant materials shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the Engineer. Contractor shall notify the Engineer in writing the anticipated commencement date and length of duration of the landscape installation.

Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of Work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected. No planting shall be done in any areas until they have been satisfactorily prepared in accordance with this Section.

Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the Engineer, and their decision shall be final.

If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before commencing planting operations.

No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as specified herein immediately after the removal of their containers. Containers shall not be cut prior to placing the plants in the planting area. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, and secure Engineer's acceptance before the start of planting work. Make minor adjustments as may be required.

Prior to Work in this Section, Contractor shall examine previously installed Work from other trades and verify that such Work is complete and as required, to the point where the installation of the landscape may commence properly.

Planting areas, which become compacted in excess of 85% relative compaction due to construction activities, shall be tilled and thoroughly cross-ripped to a minimum depth of 9" to alleviate the condition, taking care to avoid all existing subsurface utilities, drainage, etc.

20-3.01C(1) Protection of site

Contractor shall protect existing and new improvements and systems installed prior to planting installation. Maintain protection in place until completion of Work and maintenance period.

Protect concrete paving, headers, and drainage from staining due to contact with wet nitrogen stabilized mulch/sawdust or contact with chelated iron. Correct any stained concrete.

20-3.01C(2) Agronomic Soils Report Recommendation

Planting operations shall not commence until the results of the Agronomic Soils Report are reviewed by the Engineer.

The Agronomic Soils Report Recommendation shall take precedence over the amendment and fertilizer application rates specified herein or on the Contract Documents.

20-3.01D Payment

Not used.

20-3.02 PLANTING WORK

20-3.02A General

Section 20-3.02 includes specifications for planting plants.

20-3.02B Materials

Not used.

20-3.02C Construction

20-3.02C(1) Preparing Planting Areas

Planting Soil Depth: Full depth of 4” plus transition layer wherever planting occurs.

Excavate and remove existing soil to 2’ depth from final finish grade.

Loosen subgrade of planting bed areas to a depth of 8”. Hand-scarify existing site soil on sides of planting beds to encourage lateral root growth.

Spread planting soil mixture in 2” lifts to depth required meeting thickness, grades, and elevations shown, after light rolling and natural settlement. Place first lift of planting soil mixture and work into the top 6” of loosened subgrade to create a 1’ transition layer and then place remainder of planting soil mixture.

If amendment is required after placement of planting soil, spread amendments evenly on surface and incorporate using mechanical rotary and hand tools to achieve depth required meeting thickness, grades, and elevations shown, after light rolling and natural settlement.

Incorporate mycorrhizal inoculum into planting soil.

20-3.02C(2) Finish Grading

Finish grading shall be as indicated on the Civil Engineer Drawings, unless otherwise noted on the Contract Drawings prepared by the Engineer or noted herein this Section. Contractor shall report discrepancies (if any) to the Engineer and Civil Engineer for clarification and resolution.

Finish grades shall be measured at the top surface of surface materials. The finish grade below adjacent paving, curbs, or headers shall be two inches (2”) in shrub and/or groundcover areas.

Remove all rocks two inches (2”) and larger to a depth of four (2”) inches below finish grade of shrub and groundcover areas and all other growth or debris from the site.

Fill gullies or ruts in excess of one (1”) inch deep on areas to be planted with shrubs and groundcovers using adjacent soil, and compact soil to adjacent finish grade of soil.

Contractor shall take every precaution to protect and avoid damage to sprinkler heads, irrigation lines, drainage lines, improvements by other trades, and all underground utilities during grading and conditioning operations. The Contractor shall maintain established site grades and drainage during all stages of landscape construction.

The finish grading shall be smooth, uniform, and free from abrupt grade changes and depressions to insure positive drainage of the site. All surface drainage shall drain away from buildings, walls, and walks, and shall drain towards roadways, streets, gutters, drains, and catch basins.

Final grades shall be acceptable to the Engineer before commencement of planting operations. Planting or other landscape site construction improvements installed without prior approval of finish grades by the Engineer shall be re-installed under requirements of this Section and other Sections of the Contract Specifications, with no additional cost to the Owner.

20-3.02C(3) Planting Plants

20-3.02C(3)(a) Excavation for Trees and Shrubs

Pits and Trenches: Excavate with vertical sides and with bottom of excavation slightly raised at center to assist drainage. Loosen hard subsoil in bottom of excavation.

Container-Grown Trees and Shrubs: Excavate to three times (3x) the container width and depth, plus the following setting-layer depth, or as further directed by the Engineer:

Setting Layer: Allow three (3”) inches of planting soil.

Set top of rootball even with finish grade.

Obstructions: Notify Engineer if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.

Drainage: Notify Engineer if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.

Fill excavations with water and allow to percolate out, before placing setting layer and positioning trees and shrubs.

20-3.02C(3)(b) Planting Trees and Shrubs

Set container-grown stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.

Carefully remove containers so as not to damage root balls.

Place stock on setting layer of compacted planting soil.

Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.

Dish and tamp top of backfill to form a three inch (3”) high mound around the rim of the pit. Do not cover top of root ball with backfill.

Plant Settling: Any tree or shrub that has settled deeper than the surrounding grade shall be raised to the correct level, to the satisfaction of the Engineer.

20-3.02C(3)(b)(i) Pruning Plant Material

At no time shall any plant material be pruned, trimmed, thinned, shaped, or topped prior to delivery. Any pruning, trimming, thinning, shaping, or topping of plant material shall be only conducted on the Project Site, and under the presence and direction of the Engineer. Any plant material that has been pruned and delivered to the Project Site without prior approval by the Engineer or approved Certified Arborist shall be rejected.

When directed by the Engineer or an approved certified Arborist, Contractor shall prune, thin, and shape plant material according to standard horticultural practice to preserve the natural character of the plant material.

Prune trees to retain required height and spread. Unless otherwise directed by the Engineer or Certified Arborist, do not cut tree leaders; remove only injured or dead branches from flowering trees.

All pruning and remedial work shall be done under continuous supervision of the Engineer or approved Certified Arborist, and per ANSI A-300 Pruning Standards. The Arborist shall be certified by the International Society of Arborists (ISA); or the Certified Arborist who is a member of the American Society of Consulting Arborists, in compliance with ISA and ANSI Standards.

Provide pruning, cabling and bracing, irrigation, pest and disease control and other remedial treatments as recommended by the Engineer or approved Certified Arborist, as required, to assure the long-term health of the trees and existing vegetation, and the safety of persons and property.

20-3.02C(3)(b)(ii) Tree Staking and Tying

Upright Staking and Tying: Stake all trees unless directed otherwise by Owner’s Authorized Representative. Install Mega Stake per manufacturer’s specifications. Orient tree with nursery stake on same side as Mega Stake. Remove nursery stake.

Provide additional tree ties, as directed by the Engineer, to tree trunks and stakes, to firmly support tree trunk and canopy.

20-3.02C(3)(c) Groundcovers and Plants

Spacing: Space ground cover and plants at spacing indicated on the Contract Drawings. Plants shall be triangular spaced, or as indicated on the Contract Drawings.

Dig holes large enough to allow spreading of roots and backfill with planting soil. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

Plant Settling: Any groundcover or other plant that has settled deeper than the surrounding grade shall be raised to the correct level.

20-3.02C(3)(d) Installation of Miscellaneous Materials

When deciduous trees or shrubs are moved in full-leaf, spray with anti-desiccant at nursery before moving and again two (2) weeks after planting. Apply anti-desiccant using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage.

20-3.02C(3)(e) Cleanup and Protection

During landscaping operations, keep pavements clean and Work area in an orderly and safe condition. Contractor shall remove all trash caused from his Work on a weekly basis throughout the duration of the Work.

Protect landscaping from damage due to landscape operations, operations by other Contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

Upon completion of his Work under this Section, the Contractor shall remove all rubbish, waste, debris, excess construction materials, and other items resulting from construction operations offsite as described herein this Section and directed by the Engineer.

All scars, ruts, or other marks in the ground caused by the Contractor’s Work shall be repaired.

Remove all equipment and implements of service and leave the entire Project Site area in a neat, clean, and Owner-approved condition. All sidewalks, driveways, pavements, and site areas shall receive a broom-clean treatment or other cleaning treatment as directed by the Engineer.

20-3.02C(3)(f) Disposal of Surplus and Waste Materials

Disposal: Contractor shall remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

20-3.02C(3)(g) Final Review

A Final Review shall be performed upon completion of the Maintenance Period.

Contractor shall request attendance at the review by the Owner, Engineer, and other parties designated by the Owner of not less than one (1) week prior to the end of the Maintenance Period.

At the time of Final Review, planting areas shall be free of weeds and neatly cultivated. Contractor shall perform all necessary corrective work and replacement of materials as identified.

Work requiring corrective measures by the sole judgment of the Engineer shall be completed within ten (10) days of the Final Review.

Corrective Work and materials replacement shall be in accordance with the Contract Drawings and Contract Specifications and shall be made at no expense to the Owner.

Maintenance Period shall be continued at no expense to the Owner as determined by the Engineer until final acceptance of the completed Work is accomplished.

Contractor shall request a review upon completion of corrective Work and materials replacement.

If, after review, the Engineer finds the Work has been performed in accordance with the Contract Drawings and Contract Specifications, and plant materials are in satisfactory growing condition, a written notice of acceptance at the end of the Maintenance Period shall be issued by the Engineer.

20-3.02D Payment

Not used.

Replace section 20-4 with:

20-4.01 GENERAL

General Landscape Maintenance: Work Specified in this Section- furnish all labor, material, equipment and services required to maintain the landscape as specified herein for a period of 90 days. General Landscape maintenance includes providing an operable irrigation service.

Tree Maintenance: Work Specified in this Section- furnish all labor, material, equipment and services required to maintain the trees as specified herein for a period of two (2) years. Tree maintenance includes providing an operable irrigation service.

The Contractor shall continuously maintain all areas involved in this Contract during the progress of the work. Improper maintenance or possible poor condition of any planting at the termination of the scheduled maintenance period may cause postponement of the final completion date of the Contract. Maintenance shall be continued by the Contractor until all work is accepted by the Engineer.

Start of Maintenance Criteria - Maintenance Period shall not start until all elements of construction, planting, and irrigation for the entire project are completed and accepted in writing.

The Contractor shall request an inspection to begin the plant maintenance period after all planting and related work has been completed in accordance with the Contract documents. All groundcover areas shall be planted. If such criteria are met to the satisfaction of the Engineer, a field notification will be issued to the Contractor to establish the effective beginning date of the period.

The Contractor's Maintenance Period will be extended if the provisions required within the plans and specifications are not filled.

Prior to start of maintenance period, the Contractor shall submit a schedule of all activities planned during the maintenance period. This shall be accepted by the Engineer prior to the start of maintenance. All schedule changes shall be documented and accepted by the Engineer.

The Contractor shall provide protection of all planting areas against traffic or other damage by erecting fencing or other protection devices immediately after planting is completed. Warning signs, flags, and/or barricades shall be placed in high-traffic areas. Damaged areas shall be repaired immediately by the Contractor at no cost to the Owner.

All plant material installed under the Contract shall be guaranteed against any and all poor, inadequate or inferior materials and/or workmanship for a period of one (1) year. Any plant found to be dead or in poor condition due to faulty materials or workmanship, as determined by the Engineer, shall be replace by the Contractor at his expense.

General Landscape: The start of the Guarantee Period shall commence upon completion of the 1-year Maintenance Period.

Tree Maintenance: The start of the Guarantee Period shall commence upon completion of the 2-year Maintenance Period.

Any materials found to be dead, missing, or in poor condition during the maintenance period shall be replaced immediately. The Engineer shall be the sole judge as to the condition of the material. Material to be replaced within the Maintenance Period shall be replaced by the Contractor within fifteen (15) days of written notification by the Engineer.

Replacement trees covered by the Discretionary Tree Replacement shall be installed in or near the project area within twenty-one (21) days' notice at the direction of the Engineer.

Normal progress inspection shall be requested by the Contractor from the Engineer at least seven (7) working days in advance of an anticipated inspection. Inspections shall be at the commencement and completion of the maintenance period.

All conditions noted in Landscape Planting section shall apply herein.

20-4.02 MATERIALS

All materials used shall either conform to Landscape Planting specifications in other sections

or shall otherwise be acceptable to the Engineer. The Engineer shall be given monthly record of all herbicides, insecticides, and disease control chemicals used.

20-4.02A Maintenance Fertilizer

Commercial grade complete fertilizer of neutral character, consisting of fast and slow release nitrogen. Uniform "beaded" homogeneous mixture, 100% passing through #4 mesh screen, composition suitable for application with approved equipment and shall contain the following minimum available percentages by weight of plant food. Chemical analysis shall include 50% Humus, 15% Humic Acids, 1% Soluble Metalic Iron, and soil bacteria.

Nitrogen	5% minimum
Phosphoric acid	3% minimum
Potash	1% minimum

20-4.02B Controlled Release Fertilizer

Commercial grade complete fertilizer of neutral character, consisting of fast and slow release nitrogen. Uniform "beaded" homogeneous mixture, 100% passing through #4 mesh screen, composition suitable for application with approved equipment and shall contain the following minimum available percentages by weight of plant food. Chemical analysis shall include 25% Humus, 5% Humic Acids, and 2% Iron

Nitrogen	12% minimum
Phosphoric acid	8% minimum
Potash	8% minimum

20-4.02C Irrigation

Provide replacement irrigation parts per irrigation plans as necessary.

20-4.03 CONSTRUCTION

20-4.03A Maintenance

All areas shall be kept free of debris and all planted areas shall be weeded and cultivated at intervals of not more than ten (10) days. Watering, mowing, rolling, edging, trimming, fertilization, spraying, and pest control, as may be required, shall be included in the Maintenance Period.

The Contractor shall be responsible for maintaining adequate protection of the planting areas. Damaged areas shall be repaired at the Contractor's expense.

20-4.03B Shrub and Groundcover Care

20-4.03B(1) Watering

Ensure proper irrigation system operation. If required for supplemental watering, provide and maintain a large enough water basin around plants so that enough water can be applied to establish moisture through the major root zone. When hand watering, use a water wand to break the water force. Use mulches to reduce evaporation and frequency of watering.

20-4.03B(2) Weed Control

Keep basins and areas between plants free of weeds using hand and tool methods. Avoid frequent soil cultivation that destroys shallow roots. Use mulches to help prevent weed seed germination. Non-toxic treatments such as white vinegar may be used to control weeds in cracks. Use recommended legally approved herbicides only with written approval of the Engineer. Use of herbicides is discouraged in accordance with Alameda County Bay Friendly guidelines.

20-4.03B(3) Insect and Disease Control

Apply non-toxic insecticidal soaps and other natural treatments. Refer to the Alameda County Bay Friendly guidelines for appropriate treatments. If infestation persists, maintain a reasonable control with insecticides after receipt of written approval by Engineer.

20-4.03B(4) Fertilization

Fertilize all planting areas with the following: At the end of the maintenance period: 20 lbs. per 1,000 sf. of controlled release top-dress fertilizer.

Avoid applying fertilizer to the root ball and base of main stem; rather, spread evenly under plant to drip line.

Replacement of Plants: Replace dead, dying, and missing plants with plants of a size, condition, and variety acceptable to Engineer at Contractor's expense.

20-4.03C Tree Care

20-4.03C(1) Watering

Ensure proper irrigation system operation. If required for supplemental watering, provide and maintain a 3 foot diameter or larger water basin around trees so that enough water can be applied to establish moisture through the major root zone. When hand watering, use a water wand to break the water force. Use mulches to reduce evaporation and frequency of watering.

20-4.03C(2) Weed Control

Keep basins and areas below tree free of weeds using hand and tool methods. Avoid frequent soil cultivation that destroys shallow roots. Use mulches to help prevent weed seed germination. Use recommended legally approved herbicides only with written approval of the Engineer. Use of herbicides is discouraged in accordance with Alameda County Bay Friendly guidelines.

20-4.03C(3) Insect and Disease Control

Apply non-toxic insecticidal soaps and other natural treatments. Refer to the Alameda County Bay Friendly guidelines for appropriate treatments. If infestation persists, maintain a reasonable control with insecticides after receipt of written approval by Engineer.

20-4.03C(4) Fertilizing

Fertilize as specified under Shrub care.

20-4.03C(5) Pruning

Pruning shall be performed only under the supervision of a certified arborist. The following on-line information is useful: http://www.urbantree.org/index.html

20-4.03C(6) Maintenance Every Three Months

Inspect for and remedy any wear on trunk and branches against stakes, tree grate, or other item near tree.

Inspect tree tubes.

Check irrigation to each plant for clogging, flooding, erosion, breakage, or other harmful conditions.

During fall and winter seasons, provide selective pruning of trees under the direction of a certified arborist to eliminate poor branching structure, broken branch stubs, and branches below six feet that conflict with vehicular/pedestrian access and visibility. Do not prune leaders.

20-4.03D Final Acceptance of the Project

Prior to the date of the Final Inspection, the Contractor shall acquire from the Engineer approved, reproducible prints and final record from the job record set of all changes made to the all plans during construction, label said prints "As-Builts", and deliver to the Engineer and as required to any Local Agency. Prior to the date of Final Inspection, the Contractor shall deliver to the Engineer the "Landscape and Irrigation Guarantee" as required. Said guarantee shall be on the Contractor's letterhead and dated the final acceptance date.

All turn-over items noted in other specification sections shall be delivered prior to a Final Inspection.

20-4.04 PAYMENT

Not used.

Basalt Chip must be:

Type: To be selected by Engineer. Bid shall include “Basalt Crusher Dust” or similar.
Size: 1/4” minus
Color: Gray, uniform color
Shall be from only 1 source.

Replace the first sentence of section 20-5.03C(3) with:

Apply 4” depth of Basalt Chip to entire area indicted for Gravel Mulch and compact it in equal lifts by rolling.

Replace sections 20-5.04B(2) through 20-5.04B(4) with:

20-5.04B(2) Organic Mulch

Organic Mulch shall be well composted. Suitable as a top dressing of trees, shrubs and groundcovers: Provided by City

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21 EROSION CONTROL

Add to section 21-2.02G:

Fertilizer shall have a guaranteed chemical analysis of 10 percent nitrogen, 10 percent phosphoric acid and 10 percent water soluble potash.

Add to section 21-2.03A:

Remove sediment deposits from inside of existing storm drains and culverts shown on the Plans.

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DIVISION IV SUBBASES AND BASES

23 GENERAL

DIVISION VI STRUCTURES

45 GENERAL

No Changes

60 EXISTING STRUCTURES

No Changes

^^

DIVISION VII DRAINAGE

61 GENERAL

No Changes

^^

67 STRUCTURAL PLATE CULVERTS

No Changes

^^

71 EXISTING DRAINAGE FACILITIES

No Changes

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DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

No Changes.

77-2 WATER DISTRIBUTION SYSTEM

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77-2.03J Construction Water

All water required for the performance of work shall be legally obtained and furnished by the Contractor. Construction water for the work under this contract will not be furnished by the City.

Construction water shall be obtained from the City water system only at the point(s) designated by the Engineer. Contractors are prohibited from operating gate valves or fire hydrants on the City system.

At no time shall water trucks or any other unapproved vessel be used in the application of loading water mains unless first approved of by the City.

Prior to obtaining water from the City's water system the Contractor shall obtain a Water Use Permit and rent a hydrant. This can be done by contacting the Public Works Department. The Contractor is responsible for any deposits required, permits and moving fees, and the cost of all water used. Deposits shall be refunded upon removal of the meter by City forces, less any charges for water used. Any damage to the meter may result in forfeiture of all or part of the deposit.

Unmetered connections are not permitted to the City of Ukiah water system. Such connections shall be severed by the Water Department and will result in penalties including payment of fines and estimated water usage fees.

Use of water obtained from unmetered fire hydrants or other facilities is a violation of City ordinance and State law. Use of construction water from sources other than the City Water System must be approved by Engineer.

Citations and fines will be levied for violation of these and other utility regulations and deductions will be made from progress payments if necessary.

77-2.01K Payment

Refer to Section 9

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78 INCIDENTAL CONSTRUCTION

Add to section 78-2.01:

Survey monument adjustments shall conform to the provisions in Section 78-2, “Survey Monuments,” of the Standard Specifications, and these Construction Details. This item of work shall consist of resetting cast-in-place Portland cement concrete survey monument at the location shown on the Plans, as directed by the Engineer, and these Construction Details.

The survey marker disk for the survey monument will be furnished by the City at the site of the project. The exact location of the monuments will be established by the Engineer and upon completion, the monuments will be checked and the center point stamped by the Engineer.

Waste materials generated by resetting survey monuments shall be disposed of in accordance with the requirements of Section 14-10, “Solid Waste Disposal and Recycling,” of the Standard Specifications.

The concrete portion of monuments shall be constructed in accordance with the provisions in Section 51, “Concrete Structures,” and Section 90, “Portland Cement Concrete.” Concrete shall be minor concrete. A one-inch maximum aggregate shall be used.

Any monuments which will or may be disturbed by construction activities or are replaced as part of the project must be tied out and corner record filed prior to construction. The Contractor will not be required to file corner records. The Contractor **MUST** receive clearance from the Engineer in writing prior to disturbing any monument.

All work associated with resetting survey monuments is the responsibility of the Contractor, including any costs associated with the work.

DIVISION IX TRAFFIC CONTROL FACILITIES

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

No Changes

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DIVISION X ELECTRICAL WORK

86 GENERAL

DIVISION XI MATERIALS

89 AGGREGATE

No Changes

DIVISION XII BUILDING CONSTRUCTION

99 BUILDING CONSTRUCTION

No Changes

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

(1) Section 6-02. Office at the Site
(2) Section 7-03. Surveys

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following sections of the Technical Specifications are included in the Contract documents

Section 02100 Demolition
Section 02230 Site Clearing
Section 02260 Landscape Grading
Section 02300 Earthworks
Section 02315 Wetland Grading
Section 02811 Irrigation
Section 02905-Landscape Installation
Section 02950.10 Hydroseed
Section 02970 - Landscape Maintenance

SECTION 16. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

tional origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non- DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval.

Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

n Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

F. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. BID OPENING The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code §10164).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. [*This provision may be omitted by the Local Agency, at their option.*]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request

shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term “significant change” shall be construed to apply only to the following circumstances:

   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of_____WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County_____the sum of $_____per day, for each and every calendar days’ delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or

$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[*The following 12 pages must be physically inserted into the contract without modification. Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS*]

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

2. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA	19.1 26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

3. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

1. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
2. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California

Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information

required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

a. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

b. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

4. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

5. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 3.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City of Ukiah:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City of Ukiah's approval for this submitted information before you start work. The City of Ukiah credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City of Ukiah and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Ukiah reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
   - Contribute to the cost of the training
   - Provide the instruction to the apprentice or trainee
   - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section. Each apprentice or trainee must:
1. Begin training on the project as soon as feasible after the start of work involving

the apprentice's or trainee's skill

2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?...

- **Proposal** (Page ___)
  - Unit prices filled out clearly.
  - Extended prices filled out clearly and calculated correctly
  - Total bid amount filled out clearly and calculated correctly
  - Sign the proposal, and provide complete information
  - CLSB No. and expiration date
  - Department of Industrial Relations Public Works Contractor Registration Number

- **Fair Employment Practices Certification** (Page ___)
  - Filled out completely per instruction

- **Worker's Compensation Certificate** (Page ____)
  - Filled out completely per instruction

- **Certification of Non-Discrimination in Employment** (Page ___)
  - Filled out completely per instruction

- **List of Proposed Subcontractors** (Page _____)
  - Filled out completely per instruction

- **Statement of Experience** (Page ____)

- **Signature of Bidder** (Page _____)
  - Filled out completely per instruction
  - Authorized signature provided

- **Bidder's Bond** (Page _____)
  - Filled out completely per instruction

- **Non-Collusion Affidavit** (Page _____)
  - Filled out completely per instruction
  - Notarized

- **Addenda Issued**
  - Signed and Returned

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

PROPOSAL

FOR
RIVERSIDE PARK REGENERATIONRIVERSIDE PARK REGENERATION

Specification No. 24-05

The undersigned, as bidder,
declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained

   a) to provide all necessary machinery, tools, apparatus and other means of construction;

   b) to furnish all materials;

   c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;

   d) to pay all charges of freight transportation and hauling;

2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and

3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the “Total” column, then the amount set forth in the “Total” column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the “Total” column shall be the unit price;
2. As to unit basis items, the amount set forth in the “Total” column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the items in the “Total” column. In case of discrepancy between the sum of the items in the “Total” column and the amount entered as Total Base Bid, the sum of the “Total” column items shall prevail. The bid comparison will be based on the sum of the items in the “total” column for each bidder.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated.

Lowest bid will be based on the lowest Base Bid, not including the add alternate bid item.

NAME OF BIDDER: _____
SPEC #: **2024-XXX**
PROJECT NAME: **RIVERSIDE PARK REGENERATION**

Item #	Description	Unit of Measure	Quantity	Unit Price	Total
1	Mobilization, Demobilization, and Final Cleanup	LS	1	$_____	$_____
2	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	$_____	$_____
3	Storm Water Sampling and Analysis Day	LS	1	$_____	$_____
4	Temporary Water Pollution Control Measures	LS	1	$_____	$_____
5	Progress Schedule (Critical Path Method)	LS	1	$_____	$_____
6	Construction Area Signs	LS	1	$_____	$_____
7	Construction Survey	LS	1	$_____	$_____
8	Remove Debris Material	LS	1	$_____	$_____
9	Clearing and Grubbing	LS	1	$_____	$_____
10	Remove Tree and Stump	EA	3	$_____	$_____
11	Soil Export (Contaminated Soil)	LS	1	$_____	$_____
12	Tree Protection	LS	1	$_____	$_____
13	Grading (Allowance)	CY	25,000	$_____	$_____
14	Bentonite	CY	552	$_____	$_____
15	Soil Amendment Placement	LS	1	$_____	$_____

16	Basalt Chip	CY	1	$_____	$_____
17	Planting	LS	1	$_____	$_____
18	Hydroseed	ACRE	6	$_____	$_____
19	Irrigation	LS	1	$_____	$_____
20	Plant Establishment	LS	1	$_____	$_____
21				$_____	$_____
11				$_____	$_____
24				$_____	$_____
25				$_____	$_____
TOTAL BASE BID➔				$_____	

BID ALTERNATES

Item #	Description	Unit of Measure	Quantity	Unit Price	Total
A1	Boulder Placement	EA	9	$_____	$_____
TOTAL ALTERNATE BID➔				$_____	

TOTAL BID: **Items 1 through A1 inclusive: $_____**

Note: The amount entered as the "Total Bid" should be identical to the Base Bid amount entered in Section 2 of the Bid Proposal form.

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number:_____

Signature of bidder or bidders, with business name, address, phone number and fax number:

_____

_____

_____

_____

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

_____

_____

_____

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO:_____

_____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

RIVERSIDE PARK REGENERATION

_____
(Signature of Bidder)

Business Mailing Address:

_____

_____

_____

Business Location:

_____

_____

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this_____ day of _____, 200____

Signature of Bidder, with Business Address:

_____

_____

_____

_____

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date_____

_____

_____

_____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor.(See General Conditions Section 1-09.) Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

SIGNATURE(S) OF BIDDER

Accompanying this proposal is _____
(insert the words "cash ($)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

_____

_____

_____

Licensed in accordance with an act providing for the registration of Contractors:

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

_____

_____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: _____

_____

Place of residence: _____

_____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____

_____, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of $_____

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on <<DATE OF BID OPENING>> for RIVERSIDE PARK REGENERATION

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20_____.

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

Address: _____

_____

_____

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing RIVERSIDE PARK REGENERATION by contract, being duly sworn, deposes and says:

> that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

_____

_____

_____
Signature(s) of Bidder

Business Address:_____

_____

_____

Place of Residence:_____

_____

_____

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

_____

Notary Public in and for the County of_____, State of California.

My Commission Expires _____, 20 ____.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor _____, hereby certifies that he has ___ , has not , participated in

a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or

11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal

Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on

Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

_____

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

_____

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(I) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year____quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier_____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

_____

CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred _____
☐ f. other, specify

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.:_____Date:

Federal Use Only:

Authorized for Local Reproduction

Standard Form – LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response,

including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-LLL-Instructions Rev. 06-04-90

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: HSIPL-5049(026)

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provide a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 15-G Construction Contract DBE Commitment

1. Local Agency: City of Ukiah 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

25. Award Amount: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

26. Local Agency Representative's Signature _____ 27. Date _____

28. Local Agency Representative's Name _____ 29. Phone _____

30. Local Agency Representative's Title _____

15. TOTAL CLAIMED DBE PARTICIPATION **$** _____ **%**

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature _____ 17. Date _____

18. Preparer's Name _____ 19. Phone _____

20. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local agency that is administering the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location(s) as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number(s).
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Award Amount – Enter the contract award amount as stated in the executed contract.
26. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

Exhibit 15-H: Proposer/Contractor Good Faith Efforts

Federal-aid Project No(s). _____ Bid Opening Date _____

The City of Ukiah established a Disadvantaged Business Enterprise (DBE) goal of 10% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to met or exceed the DBE contract goal.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

_____
_____
_____
_____

Names, addresses and phone numbers of firms selected for the work above:

_____
_____
_____
_____

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

_____
_____
_____
_____

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____

_____

_____

_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

_____

_____

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats, 1986), The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has___, has not___ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing the Contractor's Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is "Yes," explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

RIVERSIDE PARK REGENRATION
Specification No.24-05

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah,

Mendocino County, California, hereinafter called the City and _____ hereinafter called the

Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Article 1. Work to be Done and Contract Days Allowed.

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within 180 WORKING days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer.

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may

be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

> "No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

(a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.

(b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.

(c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

(e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for

each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.

(f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.

(g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

(4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:

a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.

b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.

(5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.

(h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.

(i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification

7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this _____ day of _____, 20____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this _____ day of _____, 20 ____.

_____
CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____, by and between the City of Ukiah (Ukiah) and _____ (Contractor).

Contractor is

_____

_____ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification**. Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____,
AS PRINCIPAL, and

_____,
AS SURETY,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City", in the penal sum of

_____dollars ($_____)
for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____,20_____.

In the presence of:

WITNESS:

_____

_____(SEAL)
(Individual Principal)

_____
(Business Address)

_____
(City/State/Zip Code)

WITNESS:

_____

_____(SEAL)
(Corporate Principal)

_____
(Business Address)

_____
(City/State/Zip Code)

ATTEST:

_____

_____
(Corporate Principal) Affix Corporate Seal

_____
(Business Address)

_____
(City/State/Zip Code)

ATTEST:

_____ _____ Affix Corporate Seal
(Corporate Surety)

_____
(Business Address)

_____
(City/State/Zip Code)

The rate of premium on this bond is $_____ per thousand.

The total amount of premium charges is $_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I,_____, certify that I am the _____ Secretary of the corporation named as Principal in the foregoing bond; that _____, who signed the said bond on behalf of the Principal, was then _____ of said corporation; that I know his signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL**, and

_____

_____, **AS SURETY**,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City" in the penal sum of

_____ dollars ($_____)
for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____,20_____.

In the presence of:

WITNESS:

_____

_____(SEAL)
(Individual Principal)

_____
(Business Address)

_____
(City/State/Zip Code)

WITNESS:

_____

_____(SEAL)
(Corporate Principal)

_____
(Business Address)

_____
(City/State/Zip Code)

ATTEST:

_____

_____
(Corporate Principal) Affix Corporate Seal

_____
(Business Address)

_____
(City/State/Zip Code)

ATTEST:

_____ _____ Affix Corporate Seal
(Corporate Surety)

_____
(Business Address)

_____
(City/State/Zip Code)

The rate of premium on this bond is $_____ per thousand.

The total amount of premium charges is $_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I,_____, certify that I am the _____ Secretary of the corporation named as Principal in the foregoing bond; that _____, who signed the said bond on behalf of the Principal, was then _____ of said corporation; that I know his signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.

2. The name of the Principal shall be shown exactly as it appears in the Contract.

3. The penal sum shall not be less than required by the Specifications.

4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.

5. If the Principal is a corporation, the bond shall be executed under its corporate seal.
   If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.

6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.

7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.

8. The date of the bond must not be prior to the date of the Contract.

9. The following information must be placed on the bond by the surety company:

   a. The rate of premium in dollars per thousand; and

   b. The total dollar amount of premium charged.

10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.

11. Type or print the name underneath each signature appearing on the bond.

12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as **PRINCIPAL**

and_____

_____, as **SURETY**,

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____

_____($_____),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City Of Ukiah
dated_____
for _____
_____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____, _____,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20_____.

_____(Seal)

BY:_____(Seal)

_____(Seal)
Principal

_____(Seal)

BY:_____(Seal)

_____(Seal)
Surety

Agenda Item No: 14.b.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2023-3191

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution Approving a Cash Flow Financing Plan for City Expenditure-Driven Grant-Funded Projects.

DEPARTMENT: Finance

PREPARED BY: Dan Buffalo, Finance Director

PRESENTER: Dan Buffalo, Finance Director

ATTACHMENTS:

1. Reimbursement Reso - Ukiah

Summary: The City has initiated Phase 4 of the Water Recycling Project, supported by a $53.77 million construction grant from the California State Water Resources Control Board. Due to state notification that reimbursements for costs incurred between April and July 2024 might be delayed until August 2024, the City is exploring a resolution that preserves the option to issue short-term, tax-exempt obligations to manage the interim financial needs, estimated between $10 and $15 million.

Background: Phase 4 of the Water Recycling Project is crucial for the City's infrastructure improvements. The potential delay in state reimbursement might create a financial gap, necessitating carrying of project costs during a period when reimbursement funds might be delayed. The potential cash flow issue during these months could pose a significant challenge, requiring the City to explore viable financial strategies to bridge this gap should it become necessary.

Discussion: The proposed resolution is a strategic response to the possible delay in state reimbursements. By allowing the City to express its intent to potentially use proceeds from tax-exempt obligations, this resolution does not commit the City to issuing debt but maintains the flexibility to reimburse costs of such debt if the City Council chooses this path. This action ensures that the City can manage its cash flow effectively during the critical months of May to July 2024, when expenditures will occur, but reimbursements might be delayed. This approach, recommended by the City's registered municipal financial advisor, NHA Advisors, and supported by bond counsel, complies with IRS regulations and allows the City to secure the lowest possible borrowing costs should debt issuance be necessary.

If reimbursements are delayed, cash flow estimates through August project a deficit cash balance in the City's main operating accounts by July, requiring access to additional capital. Five alternatives have been considered in the event the City needs to draw on financial resources outside its regular operating funds, four of which involve borrowing:

1. Liquidation and use of idle funds in the City's investment portfolio. The portfolio includes $23 million in fixed income securities. The funds are available within 3-5 days, but drawing from the portfolio at this time would cost the loss of interest earnings estimated to be around $300K on a $10 million draw.

2. Temporary borrowing of existing unspent proceeds from the 2021 lease revenue bonds. These bonds were issued to pay for reconstruction of certain city streets and the underlying water and sewer infrastructure, and construction of a new corporation yard. Many of the unspent proceeds for streets and underlying water and sewer infrastructure have been expended or earmarked for projects already underway. Of the $15 million in bond proceeds allocated for the Corp yard, only $131,821 has been spent so far. It is projected that an

additional $123,000 will be used by the end of the fiscal year, leaving about $14,745,000 of the bond funds available. But in the opinion of the City's registered municipal financial advisor, NHA Advisors, and its bond counsel, there is risk in this strategy because these funds are secured by the general fund and specifically identified in the bond indenture for use in building a new corp yard facility; whereas, the recycled water project and the associated funding grant is the responsibility of the water fund. In effect, the general fund would need to request from the trustee (who currently holds the bonds) a draw for purposes not related to the project for which the bonds are intended and lend these unspent bond proceeds to the water fund for short-term cash flow purposes. Bond counsel has advised caution against this approach.

3. Bank line of credit. Offers the flexibility of accessing funds as needed without drawing the entire amount upfront, potentially reducing overall interest costs if the cash flow gap is shorter than expected. This option is typically quicker to arrange than issuing new bonds, allowing the City to respond rapidly to immediate cash flow needs. However, it may come with higher interest rates compared to other forms of debt, especially if the borrowing extends over a longer period. This option is an unlikely avenue, as banks are currently less interested in offering this.

4. Grant anticipation note/loan/bond. Grant Anticipation Notes (GANs) are specifically designed for scenarios where funding is secured through expected government grants, potentially making them a suitable match for the City's current situation. However, initial talks with rating agencies indicated evaluating such a structure would be problematic as the State Revolving Fund would not commit to, in writing, a guaranteed reimbursement schedule. Further, the underwriter suggested we would effectively need a backup revenue pledge.

5. Water revenue bond. Secured by future revenues from the city's water utility, potentially offering lower interest rates due to the perceived stability of these revenue streams. This option provides a long-term financing solution, which could be advantageous if project delays or cost overruns occur. However, these bonds depend on consistent revenue generation from water services; shortfalls could pose challenges in debt servicing.

Recommendation: Staff recommends that the City Council adopt the reimbursement resolution (Attachment 1), which would preserve the City's ability to issue tax-exempt obligations if necessary to fund costs of the Water Recycling Project during the period of delayed reimbursement. It does not authorize a particular debt issue. If Staff's recommendation later is to do that, Council will have to approve and authorize whatever debt issue is selected. Staff recommends a maximum potential reimbursement of $15 million to ensure any further disruptions to cash flow related to the project are mitigated. This measure is vital for ensuring that the City can continue to meet its project timelines without financial disruption at the lowest cost possible.

A budget amendment is not requested at this time. Such action will be reserved for if and when a debt issue is considered and authorized by the City Council.

Recommended Action: Adopt the Resolution Approving the cash flow financing plan.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: $0

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Public Works

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: _____
Sage Sangiacomo, City Manager

RESOLUTION 2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH DECLARING ITS INTENTION TO REIMBURSE EXPENDITURES RELATING TO CAPITAL IMPROVEMENTS FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS

WHEREAS, the City of Ukiah (the "City") owns and operates facilities and property for the collection, treatment and distribution of water, including recycled water, in the City's service area; and

WHEREAS, the City is undertaking capital improvement projects generally referred to as the phase 4 refinements to the water recycling project (the "Project"), and may issue debt for such Project and Project related costs, and to use a portion of the proceeds of such debt to reimburse expenditures made for the Project prior to the issuance of the debt; and

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that prior to the payment of any such expenditures, the issuer declares an intention to reimburse such expenditure; and

WHEREAS, it is in the public interest and for the public benefit that the City declares its official intent to reimburse the expenditures referenced herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ukiah, as follows:

Section 1. Description of Project. The City Council hereby declares that it reasonably expects the City to issue tax-exempt obligations in one or more series (the "Obligations") for the purpose of paying some or all of the costs of the Project and related capital improvements.

Section 2. City Expectations. The City hereby declares that it reasonably expects to pay certain costs of the Project prior to the date of issuance of the Obligations and to use a portion of the proceeds of the Obligations for reimbursement of expenditures for the Project that are paid before the date of issuance of the Obligations. The maximum principal amount of Obligations expected to be issued is $15,000,000.

Section 3. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * * * * *

PASSED AND ADOPTED by the City Council of the City of Ukiah on _____, 2024 by the following vote:

AYES:
NOES:
ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item No: 14.c.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-214

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Discussion and Possible Action Regarding the Cancellation of July 3, 2024, December 4, 2024, and January 1, 2025, Regular City Council Meetings, with the Option for the Mayor and/or City Manager to Call for a Special Meeting on an Alternate Date if Time Sensitive Business Arises.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Sage Sangiacomo, City Manager

ATTACHMENTS:
None

Summary: Council will consider cancelling the July 3, 2024, December 4, 2024, and January 1, 2025, Regular City Council meetings.

Background: City Council has regular meetings scheduled for the first and third Wednesdays of each month, with regularly scheduled meetings on July 3, 2024, December 4, 2024, and January 1, 2025. Council typically cancels various meetings during the year when there are holiday conflicts and/or are fewer business items to give a break to both the Council and Staff from the heavy meeting schedule maintained throughout the rest of the year and allow time to focus on committee/ad-hoc assignments and project/program implementation.

Discussion: Staff is recommending the cancellation of the July 3, 2024, December 4, 2024, and January 1, 2025, regular meetings, with the option for the Mayor and/or City Manager to call for a special meeting on an alternate date if time-sensitive business arises. Staff will continue to monitor scheduling and will advise at the meeting of any changes and/or needs related to agenda management for Council's consideration.

Recommended Action: Approve the cancellation of the July 3, 2024, December 4, 2024, and January 1, 2025, Regular City Council Meeting, with the option for the Mayor and/or City Manager to call for a special meeting on an alternate date if time sensitive business arises.

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

Agenda Item No: 14.d.

MEETING DATE/TIME: 5/15/2024

ITEM NO: 2024-131

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Dueñas and Various Councilmembers

ATTACHMENTS:

1. 2024 City Council Special Assignments and Ad Hocs

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment 1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: Sage Sangiacomo, City Manager

2024 CITY COUNCIL SPECIAL ASSIGNMENT LIST

LOCAL / UKIAH VALLEY	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
City Broadband Project	TBD	TBD	Civic Center 300 Seminary Ave. Ukiah, CA 95482	to evaluate the Request for Proposal (RFP) for the Internet Service Provider (ISP) for the California's Public Utilities Commission (CPUC) Last Mile Broadband	**Orozco**	**Jim Robbins, Grants Manager, 463-6708; jrobbins@cityofukiah.com**
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	**Crane** **Orozco - Alternate** **Alan Carter,** Treasurer	**Dan Buffalo,** Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Disaster Council	Shall meet a minimum of once a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Office of Emergency Management 300 Seminary Ave. Ukiah, CA 95482 467-5720 - Traci Boyl	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	**Orozco** **Duenas- Alternate**	**Traci Boyl,** City Manager's Office Management Analyst; 467-5720; tboyl@cityofukiah.com
Greater Ukiah Business & Tourism Alliance (GUPTA)	4th Monday of month, 10 a.m.	200 S School St. Ukiah, CA 95482	200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	**Marianne Davison -** *Community Services Department Staff* **Duenas - Alternate**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	**Rodin** **Orozco - Alternate**	**Sean White,** Director of Water Resources; 463-5712 swhite@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport	Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	**Burgess**	**Jake Burgess**, Community Services Supervisor; 463-6201 jburgess@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	**Duenas** **Neil Davis - Alternate**	**David Burton**, Museum Director; 467-2836 dburton@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA	County Executive Office 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	**Crane** **Duenas- Alternate**	**Sean White,** Director of Water Resources; 463-5712 swhite@cityofukiah.com

MENDOCINO COUNTY	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA	C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission *(Mayor - Primary; Vice Mayor - Alternate)*	**Mayor Duenas** **Vice Mayor Crane - Alternate**	**Kristine Lawler,** City Clerk; 463-6217 klawler@cityofukiah.com
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)	Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	**Riley** (appointed 12/19/18)	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months; 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	**Sher** **Rodin - Alternate**	**Kristine Lawler,** City Clerk; 463-6217; klawler@cityofukiah.com
Mendocino County 1st District Liaison	Monthly; TBD	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 1st District Supervisor	**Rodin** **Crane- Alternate**	**Sage Sangiacomo,** City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the County's 2nd District Supervisor	**Duenas** **Rodin - Alternate**	**Shannon Riley,** Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	**Duenas** **Sher - Alternate**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA	Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	**Liaisons: Owen/Schlatter**	**Greg Owen**, Airport Manager; 467-2855; gowen@cityofukiah.com **Craig Schlatter**, Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	**Rodin** **Crane** - Alternate for both city seat members on Commission	**Craig Schlatter,** Director of Community Development; 463-6219; cschlatter@cityofukiah.com

Updated: 5/13/2024

MENDOCINO COUNTY Continued	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers	Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	**Crane** **Sher - Alternate**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena	Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	**Sher** **Duenas - Alternate**	**Tim Eriksen, Public Works Director/City Engineer;** 463-6280 teriksen@cityofukiah.com
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room	Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	**Cedric Crook, Police Chief** **Duenas - Alternate**	**Cedric Crook**, Police Chief; 463-6771; ccrook@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave.,Suite D Ukiah, CA	151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	**White/Orozco**	**Sean White,** Director of Water Resources; 463-5712 swhite@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210	1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	**Greg Owen,** Airport Manager (appointed 12/19/18)	**Kristine Lawler,** City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482	511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	**Duenas** **Rodin - Alternate** **Sage Sangiacomo, City Manager** **Cedric Crook, Police Chief**	**Sage Sangiacomo,** City Manager; 463-6221 ssangiacomo@cityofukiah.com
REGIONAL	**MTG DATE/TIME**	**LOCATION**	**MAILING ADDRESS/CONTACT**	**COMMITTEE FUNCTION**	**ASSIGNED TO**	**PRINCIPAL STAFF SUPPORT**
Great Redwood Trail Agency	Bi-monthly, 3rd Thursdays, 10:30 a.m.	Various Locations - announced	419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	**Rodin** **Duenas - Alternate**	**Neil Davis,** Community Services Director 467-5764 ndavis@cityofukiah.com
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced	Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	**Duenas** **Orozco - Alternate**	**Sage Sangiacomo,** City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall	Russian River Watershed Association 2235 Mercury Way, Suite 105 Santa Rose, CA 95407 info@rrwatershed.org 707-508-3670 (message only)	Consider issues related to Russian river - plans projects and funding requests	**Rodin** **Sher - Alternate**	**Tim Eriksen,** Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Northern California Power Agency (NCPA) - Commission	4th Thursday of month, 9:00 a.m. *(see NCPA calendar)*	Roseville, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of State and local power utilities developing and operating power generation, providing scheduling and related energy services and providing regulatory and legislative support.	**Crane - Commissioner** **Sher - City Council Alternate** **Sauers - Alternate and Commissioner in absence of Commissioner Crane**	**Cindi Sauers -** Electric Utility Director; 463-6286 csauers@cityofukiah.com
Northern California Power Agency (NCPA) – Lodi Energy Center (LEC) Appointment	2nd Monday of month, 10:00 AM	Lodi, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4299	Committee oversees the operation, maintenance and expenditures of the LEC 300 MW generating project.	**Sauers** – Project Participate Appointee	**Cindy Sauers,** Electric Utility Director, 463-6286, csauers@cityofukiah.com
Transmission Agency of Northern California (TANC)	4th Wednesday of month, 10 a.m.	35 Iron Point Circle Suite 225 Folsom, CA	35 Iron Point Cir #225 Folsom, CA 95630 916-852-1673; info@tanc.us	Provide electric transmission to its Member utilities through transmission line ownership or contract arrangements.	**Crane** **Sauers - Alternate**	**Cindi Sauers -** Electric Utility Director; 463-6286 csauers@cityofukiah.com
STANDING COMMITTEES	**MTG DATE/TIME**	**LOCATION**	**MAILING ADDRESS/CONTACT**	**COMMITTEE FUNCTION**	**ASSIGNED TO**	**PRINCIPAL STAFF SUPPORT**
Diversity and Equity	TBD	Virtual Meeting Room (link to be created)	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Improve diversity and equity in the City's workforce and municipal services	**Orozco/Duenas**	**Traci Boyl,** City Manager's Office Management Analyst; 467-5720; tboyl@cityofukiah.com
Fire Executive Committee	2nd Tue, every other month beginning in January; 5:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	**Orozco/Sher**	**Doug Hutchison,** Fire Chief; 463-6263; dhutchison@cityofukiah.com
Countywide Oversight Board to the RDA Successor Agencies	4th Thursday of January, 4:00 p.m.; meets annually	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	City of Ukiah ATTN: City Clerk 300 Seminary Ave. Ukiah, CA 95482	Oversee and direct the Successor Agencies of the former redevelopment agencies	**Crane**	**Dan Buffalo**, Director of Finance; 463-6220 dbuffalo@cityofukiah.com **Kristine Lawler**, City Clerk; 463-6217, klawler@cityofukiah.com
Water Executive Committee (Ukiah Valley Water Authority)	1st Tue of each month at 6:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	City of Ukiah ATTN: Sean White 300 Seminary Ave. Ukiah, CA 95482	Oversight of UVWA; set annual budget for the combined water system; Manage rates and collect levies; modify existing water rights for the provision of water service; mediation and dispute resolution;	**Crane/Orozco**	**Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com**

2024 AD HOC COMMITTEES		
COMMITTEE	**ASSIGNED TO**	**PRINCIPAL STAFF SUPPORT**
Electric Grid Operational Improvements	**Crane/Orozco**	**Cindy Sauers, Electric Utility Director**; 463-629586 csauers@cityofukiah.com
Trench Cut Policy Development	**Crane**	**Tim Eriksen, Public Works Director/City Engineer**; 463-6280 teriksen@cityofukiah.com
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	**Crane/Rodin**	**Craig Schlatter, Community Development Director** 463-6219 cschlatter@cityofukiah.com
UVSD/ City Relations *Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing*	**Crane/Orozco**	**Dan Buffalo, Director of Finance;** 463-6220 dbuffalo@cityofukiah.com **Sean White, Water Resources Director** 463-5712 swhite@cityofukiah.com
Orr Street Bridge Corridor	**Rodin/Sher**	**Tim Eriksen, Public Works Director/City Engineer**; 463-6280 teriksen@cityofukiah.com
Complete Streets	**Rodin/Crane**	**Tim Eriksen, Public Works Director/City Engineer**; 463-6280 teriksen@cityofukiah.com **Shannon Riley, Deputy City Manager** 467-5793 sriley@cityofukiah.com **Neil Davis, Community Services Director** 467-5764 ndavis@cityofukiah.com
Special Districts (Water District Consolidation)	**Orozco/Crane**	**Shannon Riley, Deputy City Manager** 467-5793 sriley@cityofukiah.com
Corp Yard Planning	**Crane/Orozco**	**Jason Benson, Senior Civil Engineer** 463-6284 jbenson@cityofukiah.com
Mendocino County Courthouse Project and Reuse	**Sher/Orozco**	**Shannon Riley, Deputy City Manager** 467-5793 sriley@cityofukiah.com
Climate Action Plan *Will coordinate with the Community Development Director to identify and assign representation to each of the identified categories, and also coordinate with the Community Development Director and the Climate Action Plan Working Group related to other outreach efforts during the development of the draft municipal Climate Action Plan related to the 2040 General Plan*	**Sher/Duenas**	**Craig Schlatter, Community Development Director** 463-6219 cschlatter@cityofukiah.com
City's 150-Year Anniversary Planning	**Orozco/Rodin**	**Shannon Riley, Deputy City Manager** 467-5793 sriley@cityofukiah.com
Zoning Reform ***(previously was the Community Development Fee Review ad hoc)*** *function is to explore creation of a new ministerial zoning permit and identify additional zoning streamlining and reform efforts to provide better and more consistent development outcomes*	**Crane/Orozco**	**Craig Schlatter, Community Development Director** 463-6219 cschlatter@cityofukiah.com
Community Health Needs Assessment (CHNA) Steering Committee *assist in the creation of the 2025 CHNA Report for the communities served by the three Adventist Health hospitals in Mendocino County. providing insight, identifying, gathering and analyzing the health needs of our community. Additionally*	**Rodin/Sher**	**Jeremy Malin, NP** Director of Community Health Analytics Adventist Health Howard Memorial Adventist Health Ukiah Valley Adventist Health Mendocino Coast 978-289-3330; malinjr@ah.org
Parks & Recreation Special District Exploration	**Rodin/Orozco**	**Neil Davis, Community Services Director** 467-5764 ndavis@cityofukiah.com

Updated: 4/19/2024